



FESIA A. DAVENPORT  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

**DATE:** March 17, 2021  
**TIME:** 2:00 p.m. – 4:00 p.m.  
**LOCATION:** **TELECONFERENCE CALL-IN NUMBER: 1(323)776-6996**  
**TELECONFERENCE ID: 605696861#**

To join via phone, dial 1(323)776-6996, then press 605696861#.

**YOU CAN ALSO JOIN THIS MEETING BY CLICKING ON THE FOLLOWING LINK:**

[Click here to join the meeting](#)

**DUE TO THE CLOSURE OF ALL COUNTY BUILDINGS, MEMBERS OF THE PUBLIC  
WILL NEED TO CALL IN TO PARTICIPATE IN THE MEETING.**

### **AGENDA**

Members of the Public may address the Operations Cluster on any agenda  
item after all Informational Items are presented.  
Two (2) minutes are allowed for each item.

1. **Call to order – Tamela Omoto-Frias/Anthony Baker**
2. **INFORMATIONAL ITEM(S):**  
**(5 minutes)**
  - A) Board Letter:  
REQUEST FOR AUTHORITY TO EXECUTE A NEW LEASE WITH  
STATE OF CALIFORNIA HIGHWAY PATROL MOUNT LUKENS  
COMMUNICATION SITE, LA CANADA FLINTRIDGE  
CEO/RE – Michael Rodriguez, Section Head, CEO
  - B) Board Letter:  
APPROVAL OF RETROACTIVE CONTRACT AMENDMENT FOR  
UNEMPLOYMENT INSURANCE CLAIMS THIRD-PARTY  
ADMINISTRATIVE SERVICES WITH TALX CORPORATION,  
PROVIDER OF EQUIFAX WORKFORCE SOLUTIONS  
DHR – Maggie Martinez, Assistant Director

**CONTINUED ON PAGE 2**

C) Board Letter:  
REQUEST APPROVAL OF MODEL MEMORANDUM OF  
UNDERSTANDING (MOU) TEMPLATE  
RR/CC – Dean Logan, Registrar-Recorder/County Clerk

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

4. **Public Comment**  
(2 minutes each speaker)

5. **Adjournment**

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**FUTURE AGENDA TOPICS**

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**CALENDAR LOOKAHEAD:**

None available.

# BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	3/17/2021	
<b>BOARD MEETING</b>	4/6/2021	
<b>DELEGATED AUTHORITY BOARD LETTER</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	5th	
<b>DEPARTMENT</b>	Sheriff	
<b>SUBJECT</b>	Approval of a proposed ten-year communication site lease agreement with two consecutive lease options each five years long after the tenth year, to replace a month-to-month lease allowing the Sheriff continued use of the State of California (State) tower and vault at the Mount Lukens Communication Site (Mt. Lukens) in La Canada Flintridge, California.	
<b>PROGRAM</b>	Sheriff utilize Mt. Lukens to serve the Angeles National Forest and surrounding area and facilitate law enforcement, officer safety and disaster and emergency relief capabilities by connecting Mt. Lukens to their departmental communication network as follows: -Sheriff's Mobile Digital Communications System (MDCS) -ISD's Countywide Integrated Radio System (CWIRS)	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The existing lease is currently on a month-to-month holdover basis since 2008, without penalty. The State has recently obtained a 40-year ground lease from the landowner, US Forest Service allowing the proposed lease to proceed. The proposed lease will be effective and commence April 1, 2021 upon Board approval, CEO's execution and State's full execution of the proposed lease.	
<b>COST &amp; FUNDING</b>	Total cost:  \$ 1,204,600 annual rental costs over the 10-year term, with the rent responsibility on Sheriff	Funding source:  100% net County cost, as operating budgets of Sheriff
	TERMS (if applicable): The lease rent is subject to a 3 percent per annum escalation. The County has the right to terminate the proposed lease at any time, with 180 days' notice,	
	Sufficient funding to cover the proposed rent, for the first year of the proposed lease is included in the Fiscal Year (FY) 2020-21 Rent Expense budget and will be billed back to Sheriff. Sheriff have sufficient funding in their FY 2020-21 Operating Budget to cover the proposed rent for the first year. Beginning in FY 2021-22, ongoing funding for costs associated with the proposed lease will be part of the budgets for Sheriff.	
<b>PURPOSE OF REQUEST</b>	Approval of the recommended actions will authorize and continue to adequately provide Sheriff and ISD the necessary communication equipment space for Sheriff.	
<b>BACKGROUND (include internal/external issues that may exist)</b>	The proposed lease will provide Sheriff the continued use of antenna and rack space for communication use on State's tower and vault at Mount Lukens.	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	Michael Rodriguez CEO- Real Estate Division 213-974-4246    Mgrodriguez@ceo.lacounty.gov	



# County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

FESIA A DAVENPORT  
Chief Executive Officer

April 6, 2021

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

Board of Supervisors  
HILDA L. SOLIS  
First District

HOLLY J. MITCHELL  
Second District

SHEILA KUEHL  
Third District

JANICE HAHN  
Fourth District

KATHRYN BARGER  
Fifth District

Dear Supervisors:

**REQUEST FOR AUTHORITY TO EXECUTE A NEW LEASE WITH  
STATE OF CALIFORNIA HIGHWAY PATROL  
MOUNT LUKENS COMMUNICATION SITE  
LA CANADA FLINTRIDGE  
(FIFTH DISTRICT) (3 VOTES)**

**SUBJECT**

This recommendation is to authorize the Chief Executive Officer, or her designee, to execute a new communication site lease agreement to allow continued use of County facilities at the Mount Lukens Communication Site (Mount Lukens) in La Canada Flintridge, California.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the new proposed Mount Lukens Communication Site lease agreement for the use and occupancy by the Sheriff's Department (Sheriff) is categorically exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board on November 17, 1987, and per Section 15301 of the State CEQA Guidelines (Existing Facilities).
2. Approve and authorize the Chief Executive Officer, or her designee, to sign the proposed Lease, approved as to form by County Counsel, with the State of California (State) on the tower and inside the vault operated by the California Highway Patrol (CHP) on land owned by the United States Department of Agriculture Forest Service (US Forest Service).



3. Authorize the Chief Executive Officer, or her designee, to negotiate and execute any other ancillary documentation or future amendments, approved as to form by County Counsel, which are necessary to effectuate the proposed lease agreement and to take any other actions necessary and appropriate to implement activities permitted under this proposed lease agreement.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this action is to enter into a twenty-year communication lease with the State at Mount Lukens with an initial term of ten years and two consecutive optional extensions at the end of the tenth year and each extension five years long. There is a six-month cancellation right for either the County or the State at any time. The proposed lease provides the Sheriff with the continued use of Mount Lukens for a telecommunications site serving the Angeles National Forest and surrounding area. Mount Lukens is connected to both the Sheriff's Mobile Digital Communications System (MDCS) and Internal Services Division's Countywide Integrated Radio System (CWIRS) to facilitate law enforcement, officer safety, and disaster relief capabilities in the area.

The proposed annual rent of \$120,460 at Mount Lukens has a fixed annual escalation of 3 percent which amounts to a total ten-year County cost of \$1,204,600. This rent includes a public agency discount based on the State-wide Telecommunication Lease Rate Guideline published annually by the State (Enclosure A) and the State has waived the \$1,500 application fee and a \$6,500 technical analysis fee. As part of the rent, the State provides utility services for the County's equipment.

The proposed lease was submitted for review to the Board's appointed Real Estate Management Commission on November 10, 2020 and was unanimously approved.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The proposed lease agreement supports the Countywide Strategic Plan Goal of Realizing Tomorrow's Government Today, specifically by Embracing Digital Government for the Benefit of our Internal Customers and Communities (Strategy III.2) and Pursuing Operational Effectiveness (Strategy III.3). Upon entering into the proposed lease agreement, the Sheriff will be in a position to continue to provide the County a public safety communications system that will maximize the effectiveness of processes, structure, and operations to support the timely delivery of customer-oriented and efficient public services, particularly in the areas of public safety.

### **FISCAL IMPACT/FINANCING**

Sufficient funding to cover the proposed lease is included in the Fiscal Year (FY) 2020-2021 Rent Expense budget and will be billed back to the Sheriff. The Sheriff will continue to allocate funds from its operating budget for the costs associated with the lease agreement. These rental costs are 100-percent net County cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

From 1988 to present, the County has continuously occupied Mt Lukens with its most recent lease from the State expiring in 2008. Since 2008, the State placed the County on a month-to-month holdover basis until the State's ground lease was renewed with the US Forest Service, which happened in 2019.

The Mt Lukens lease allows the County's continued placement of several antennas of variable sizes and functions on the State's communication tower, nine County racks full of electronic instruments inside the State's communication vault without paying for Mount Lukens' maintenance cost, and the free and continuous use of utilities for the operation and system cooling of County equipment. Emergency power is provided by the State's stand-by generator with its adjacent fuel tank managed by the State. Access rights to Mount Lukens is also provided by the State. The State is providing these services by charging a full service rent to the County because the County equipment is collocated on the State's infrastructure. Entering into the Mt Lukens Lease and using the State's existing communication tower reduces the County's communication facility and operational cost as compared to the construction of a new County-owned communication site at a similar location.

### **ENVIRONMENTAL DOCUMENTATION**

The recommended action to continue leasing space at an existing telecommunication facility is categorically exempt from the provisions of CEQA, pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board on November 17, 1987, and per Section 15301 of the State of California CEQA Guidelines (Existing Facilities). In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Honorable Board of Supervisors  
April 6, 2021  
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**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The recommended action will not affect any current services, and will not compromise public safety missions or disrupt vital, existing, communication services. The Sheriff concurs with the proposed lease.

**CONCLUSION**

It is requested that the Executive Office, Board of Supervisors, return two certified copies of the Minute Order to the CEO, Real Estate Division at 320 West Temple Street, 7th Floor, Los Angeles, CA 90012.

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

FAD:JMN:DPH  
DL:JLC:MR:EJ:gw

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Sheriff

## TELECOMMUNICATIONS LEASE RATE GUIDELINES

**Lease Number # L-**  
**Leased Premises:**  
**REO:**  
**Date:**

### STEP ONE:

Review the request to determine the type of user:

- 1) Commercial                      Radio, Television, Cellular service where services are provided for resale (customer is charged in some manner, fees, rents, advertising, etc). Any non-governmental entity where services are not resold.
- 2) Public/Non-Commercial      A Non-Commercial user must show a broad public benefit for leasing the space at a reduced rate. Services provided are not for resale:  
  
2-way radio  
  
Emergency service agencies  
(DWR, Caltrans, CDF, CA Technology Agency - PSCO, Parks, Fish & Game, DOJ, Corrections, CYA, CHP, OES, National Guard, FBI, US Coast Guard, US Weather Service, USFS, local agencies providing emergency service)  
  
or  
  
Public service agencies which provide services to the broad, general public (State, Federal, local agencies and non-profit organizations)

### STEP TWO:

Determine the type of lease:

#### 1) Telecommunications Facility Lease

A) Space (land or rooftop) is leased to construct or install a telecommunications vault or equipment shelter to place equipment, antenna space (tower or pole or RF umbrella) and peripheral equipment (ac, generators, solar panels, propane tanks, batteries etc).

B) Space in a State building or on rooftop with placement of Lessee's equipment in a rack or closet or small equipment cabinet.

#### 2) Telecommunications Vault Lease

Rack and antenna space in the State's vault and tower. Vault Space (includes one rack space or any portion of a rack space) and tower/antenna space. Road maintenance, commercial and emergency power may be included or at an additional cost.

### STEP THREE:

Use the U.S. Census Bureau California County Total Population data to determine the geographical location category:

County	Population	County	Population	County	Population
Alameda	1,647,704	Madera	154,697	San Joaquin	733,709
Alpine	1,071	Marin	260,651	San Luis Obispo	282,887
Amador	37,383	Mariposa	17,410	San Mateo	764,797
Butte	226,864	Mendocino	87,628	Santa Barbara	446,170
Calaveras	45,171	Merced	268,672	Santa Clara	1,919,402
Colusa	21,588	Modoc	8,795	Santa Cruz	274,673
Contra Costa	1,135,127	Mono	13,981	Shasta	179,631
Del Norte	27,540	Monterey	435,232	Sierra	2,947
El Dorado	185,625	Napa	142,166	Siskiyou	43,603
Fresno	979,915	Nevada	99,107	Solano	440,207
Glenn	28,085	Orange	3,172,532	Sonoma	503,070
Humboldt	136,646	Placer	380,531	Stanislaus	541,560
Imperial	180,883	Plumas	18,627	Sutter	96,651
Inyo	18,144	Riverside	2,387,741	Tehama	63,276
Kern	884,788	Sacramento	1,514,460	Trinity	12,782
Kings	149,785	San Benito	59,414	Tulare	460,437
Lake	64,116	San Bernardino	2,140,096	Tuolumne	53,804
Lassen	30,870	San Diego	3,317,749	Ventura	849,738
Los Angeles	10,137,915	San Francisco	870,887	Yolo	215,802
				Yuba	75,275

Source: US Census Bureau, 2016 Population Estimates Program

This chart can be viewed on the web @ <http://factfinder.census.gov> with additional city data.

Prime Urban  
Category 1:

All prime urban areas within the Northern California counties of Alameda, Contra Costa, Marin, San Francisco, San Mateo and Santa Clara along with Los Angeles, Orange and San Diego counties. (Highlighted in **Pink**)

Urban Category 2:

All areas defined as “urbanized” in 23 U.S.C. 101: “...an area with population of 50,000 or more designated by the Bureau of the Census...” (Highlighted in **blue**)

Rural Category 3:

Remaining areas. (Highlighted in **green**)

### STEP FOUR:

Determine the rent from the appropriate Commercial or Public/Noncommercial pricing guideline below based on type of lease.

## **TELECOM GROUND/FACILITY LEASE**

### Telecommunications Pricing Guideline – Public/Non-Commercial and Commercial

#### DEFINITIONS:

**Macrocell:** Facility with 9 or more antennas and/or fenced area with equipment building or concrete pad space and space required for the foundation of the monopole or tower, when combined exceeds 500 square feet, not to exceed 16 antennas or 2,500 square feet.

**Minicell:** Facility with 4 to 8 antennas and/or fenced area containing equipment building or concrete pad space and space required for the foundation of the monopole or tower, when combined is in excess of 300 square feet but less than 500 square feet.

**Microcell:** Facility with 1 to 3 antennas and/or fenced area with equipment building or concrete pad space and space required for the foundation of the monopole or tower, when combined is less than 300 square feet.

If the proposed facility exceeds one category by the number of antennas or the amount of square footage requested, the facility will be classified in the next higher category.

Carriers requesting a facility with more than 16 antennas or a fenced area exceeding 2,500 square feet must pay a higher rate than the pricing matrix dictates.

Adjustments in the rate, increase or decrease, whenever equipment area or the number of antennas changes (e.g. carrier removes one antenna from a total of 4, changing the site from a Minicell to a Microcell).

#### **ANNUAL BASE FEE**

	<b>July 1, 2020</b>	<b>July 1, 2021</b>	<b>July 1, 2022</b>	<b>July 1, 2023</b>
<b>MACROCELL</b>				
Prime Urban	\$ 64,872	\$ 67,152	\$ 69,504	\$ 71,928
Urban	\$ 41,436	\$ 42,876	\$ 44,376	\$ 45,936
Rural	\$ 26,472	\$ 27,396	\$ 28,356	\$ 29,340
<b>MINICELL</b>				
Prime Urban	\$ 55,644	\$ 57,600	\$ 59,616	\$ 61,692
Urban	\$ 38,376	\$ 39,720	\$ 41,100	\$ 42,540
Rural	\$ 26,472	\$ 27,396	\$ 28,356	\$ 29,352
<b>MICROCELL</b>				
Prime Urban	\$ 46,368	\$ 47,988	\$ 49,668	\$ 51,408
Urban	\$ 30,684	\$ 31,764	\$ 32,868	\$ 34,020
Rural	\$ 22,596	\$ 23,388	\$ 24,204	\$ 25,056

Note: These are the Department of General Services telecommunication rate guidelines and are subject to change. Rates currently increase at a rate of 3% annually.

**TELECOM VAULT LEASE**

**FY 2020-2021 ANNUAL FEES**

**VAULT RACK SPACE  
Per Rack (2' width x 2' depth, 7' height)**

	<b>Rural</b>	<b>Urban</b>	<b>Prime Urban</b>
Public/Non-Commercial	\$5,142	\$7,220	\$11,374
Commercial	\$8,310	\$10,384	\$16,198

**\*\*Prices above do not include antennas. Add cost of antennas based on pricing below.**

**ANTENNAS  
(Public/Non-Commercial and Commercial)**

Exposed dipole antenna or panel antenna, YAGI	\$1,124
Whip Antenna	\$1,633
GPS Antenna (not to exceed 1')	\$ 200
Microwave dishes	
2' Diameter	\$ 380
3' Diameter	\$ 876
4' Diameter	\$ 1,536
6' Diameter	\$ 3,466
8' Diameter	\$ 6,157
10' Diameter	\$ 7,726

Transmitter/receiver power and connection to state-owned multi-coupler & combiner systems included in rack rent unless excessive.

Note: These are the Department of General Services telecommunication rate guidelines and are subject to change. Rates currently increase at a rate of 3% annually.

**TELECOMMUNICATIONS VAULT LEASE**

Location of Leased Premises:  <b>Mount Lukens Telecommunication Site Los Angeles County</b>
Agency:  <b>California Highway Patrol</b>

**Lease No.: L-1156****Lessee: County of Los Angeles**

This Lease Agreement, hereinafter referred to as "Lease", dated for reference purposes only, February 22, 2021, by and between the State of California at the direction and with the consent of the California Highway Patrol (CHP), acting by and through the Director of the Department of General Services (DGS), hereinafter collectively referred to as "State", and County of Los Angeles, hereinafter referred to as "Lessee". State and Lessee may also be referred to as "Party" or "Parties".

**RECITALS**

**WHEREAS**, pursuant to Section 14670.12 of the Government Code, the Department of General Services, on behalf of the State, may let any real property owned by the state not exceeding five acres for a period not to exceed 25 years, to governmental entities to further the state's mission for providing emergency services; and

**WHEREAS**, the CHP has under its jurisdiction through its underlying lease with United States Forest Service (USFS), that certain telecommunication facility located at Mount Lukens in the County of Los Angeles, State of California, commonly referred to as Mount Lukens Telecommunication Site; and

**WHEREAS** State's lease with USFS authorizes the sublease of space to other Agencies, and a copy of this Master Lease is attached hereto as Exhibit "A"; and

**WHEREAS**, Lessee desires to Lease eight (8) rack spaces and seven (7) antenna spaces on State's vault and tower; and

**WHEREAS**, it is in the best interests of the State that such a lease be consummated between the State and Lessee on the terms and conditions herein contained;

**NOW THEREFORE**, the parties agree to the provisions of the Lease set forth herein as follows:

Section 1:	Site Specific Provisions
Section 2:	Telecom Specific Provisions
Section 3:	Standard Provisions



**SECTION 1 – SITE SPECIFIC PROVISIONS****WITNESSETH:****PROPERTY  
DESCRIPTION**

1. State does hereby Lease to Lessee, and Lessee hereby hires from State, upon the terms, agreements, and conditions hereinafter set forth, a portion of the Mount Lukens telecommunications facility located in the County of Los Angeles, State of California, Sec. 10, T.2 N., R. 13 W., San Bernardino Meridian, as outlined in Site Map, Exhibit "B", attached hereto and made a part hereof, hereinafter referred to as "Premises".

Lessee's Premises contains approximately 36 square feet of radio vault space housing eight (8) racks of transmitters, receivers and ancillary equipment, plus 11 related antenna spaces on tower for: 5 whip, 3 Yagi, 2 GPS antennas, and one 8' microwave dish, as further described in Lessee's "Radio Vault Space Application" (State Form TD-311) dated August 7, 2019 and technically approved by the California Office of Emergency Services (CalOES) on February 11, 2020, attached hereto as Exhibit "C".

**USE**

2. The Premises shall be used during the term hereof solely and only for the purpose of operating and maintaining a telecommunications broadcast/receiver/repeater facility as described, in accordance with terms and conditions of this Lease. Additional facilities necessary thereto and such other transmitting and receiving equipment as may be necessary from time to time requires the State's consent, in writing. Lessee shall comply with standards as shown in Exhibit "C". Any equipment not listed on Exhibit "C" is not covered under the terms of this Lease and will be subject to additional rents, or removal by State.

**TERM**

3. The term of this Lease shall consist of a 10-year "Initial Term", plus two 5-year Extension Options, with such rights of termination as may be hereinafter expressly set forth. Unless Lessee gives prior written notice within 60 days of the end of a term that it will not exercise its option, the Lease will automatically extend for an additional five years, with the last 5-year term ending April 30, 2041.

Initial Term: May 1, 2021 -- April 30, 2031  
Extension Option I: May 1, 2031 – April 30, 2036  
Extension Option II: May 1, 2036 – April 30, 2041

**EARLY  
TERMINATION**

4. Either party may terminate this Lease at any time by giving written notice to the other party at least one hundred eighty (180) days prior to the date when such termination shall become effective. If Lessee fails to complete its move out within the notice period and remains on the Premises, additional rent shall be paid and prorated based on 30 days and on the actual number of days Lessee occupies the Premises following the effective date of termination.

**RENT**

5. (a) Lessee shall make rental payments for the Premises monthly in arrears, including 3% annual rent increases, to CHP on or before the end of each month, per the following Rent Schedule.

**SECTION 1 – SITE SPECIFIC PROVISIONS****RENT  
(CONT'D)****Rent Schedule**

<u>Term</u>	<u>Payment</u>
<b><i>Initial Term</i></b>	
1 May 1, 2021 – April 30, 2022	\$ 10,038.34
2 May 1, 2022 – April 30, 2023	\$ 10,339.49
3 May 1, 2023 – April 30, 2024	\$ 10,649.67
4 May 1, 2024 – April 30, 2025	\$ 10,969.17
5 May 1, 2025 – April 30, 2026	\$ 11,298.24
6 May 1, 2026 – April 30, 2027	\$ 11,637.19
7 May 1, 2027 – April 30, 2028	\$ 11,986.30
8 May 1, 2028 – April 30, 2029	\$ 12,345.89
9 May 1, 2029 – April 30, 2030	\$ 12,716.27
10 May 1, 2030 – April 30, 2031	\$ 13,097.75
<b><i>Extension Option #1</i></b>	
11 May 1, 2031 – April 30, 2032	\$ 13,490.68
12 May 1, 2032 – April 30, 2033	\$ 13,895.40
13 May 1, 2033 – April 30, 2034	\$ 14,312.26
14 May 1, 2034 – April 30, 2035	\$ 14,741.63
15 May 1, 2035 – April 30, 2036	\$ 15,183.88
<b><i>Extension Option #2</i></b>	
16 May 1, 2036 – April 30, 2037	\$ 15,639.39
17 May 1, 2037 – April 30, 2038	\$ 16,108.57
18 May 1, 2038 – April 30, 2039	\$ 16,591.83
19 May 1, 2039 – April 30, 2040	\$ 17,089.59
20 May 1, 2040 – April 30, 2041	\$ 17,602.27

(b) Rent Payments shall be made payable to:

California Highway Patrol  
Fiscal Management Section (L-1156)  
PO Box 942900  
Sacramento, CA 94298-2900

Lessee acknowledges that rent and past due rent shall be due and payable to State whether or not an actual invoice is sent by State or received by Lessee.

**UTILITIES**

6. (a) State shall supply emergency standby power from State's on-site generator during any interruptions to the standard electric service. State shall not, however, undertake to supply said emergency standby service except when the same shall be

**SECTION 1 – SITE SPECIFIC PROVISIONS****UTILITIES  
(CONT'D)**

required for State's use at the facility. State makes no guarantees as to continued reliability of generator's standby power service.

(b) State shall have the right to periodically review Lessee's usage of power. If usage is determined to be excessive, Lessee and State agree to either revisit rent schedule to mitigate for such usage, or address issue through installation of an additional panel at Lessee cost.

(c) State makes no guarantees as to continued reliability of generator's standby power service. State shall not be liable to Lessee or third parties for failure to provide electricity due to rolling blackouts or other causes beyond State's control. Lessee shall comply with energy conservation measures, Governor's Executive Orders, other orders required by law, or reasonably required by State as the result of a crisis of any kind.

**ROAD  
MAINTENANCE**

7. Road maintenance and emergency road repairs: In the event that State and Lessee agree to the necessity of repairs to dirt access road, and no such repairs are forthcoming by underlying master Lessor, USFS, then upon authorization of USFS, either State or Lessee can have road repaired to mutually agreed upon terms and specifications. Upon approval of completion of work, Parties agree to reimburse for their fair share of those costs. Payment for work to be due within 30 days of receipt of demand, and shall display State's Lease Number L-1156.

**NOTICES**

8. (a) All notices or other communications required or permitted hereunder shall be in writing, with Lease Number L-1156 referenced, and sent by overnight courier, registered mail, certified mail or postage prepaid mail to the addresses set forth below. All such notices shall be deemed received on the date of delivery receipt or rejection to the address of the person to receive such notice if received Monday through Friday during business hours, so long as such day is not a State or Federal holiday or Saturday or Sunday then such notice shall be effective on the following business day.

**State****Department of General Services**

Real Estate Services Division

Lease Management, L-1156

707 3rd Street, 5<sup>th</sup> Floor

West Sacramento, CA 95605

Office: (916) 375-4172

Email: [LeaseManagement@dgs.ca.gov](mailto:LeaseManagement@dgs.ca.gov)***With Copies to:*****California Highway Patrol**

Telecommunications Section - Leasing

601 North 7<sup>th</sup> Street, Building C

Sacramento, California 95811

Telephone (916) 843-4200

Email: [CHP-TelecomLeasing@chp.ca.gov](mailto:CHP-TelecomLeasing@chp.ca.gov)

**SECTION 1 – SITE SPECIFIC PROVISIONS****NOTICES  
(CONT'D)**To Lessee:**County of Los Angeles**

Hall of Records

Attn: Dean Lehman, Senior Manager

Real Estate Division

320 West Temple Street, 7<sup>th</sup> Floor

Los Angeles, CA 90012

Email: [dlehman@ceo.lacounty.gov](mailto:dlehman@ceo.lacounty.gov)

Telephone: (213) 974-4200

(b) Notice of a change of address or a change of telephone number shall be given by written notice in the manner described in this Section. Lessee is obligated to notice all State of California offices listed below and the failure to provide notice to all such offices will be deemed to constitute a lack of notice.

**CONSTRUCTION  
OF  
IMPROVEMENTS**

9. Lessee shall not call on State to make any improvement on said Lease Area, but Lessee agrees to keep Lessee's improvements in good order and condition at its own expense. Lessee does hereby waive all rights to make repairs at the expense of State as provided in Section 1942 of the Civil Code, and all rights provided for by Section 1941 of said Civil Code. Notwithstanding the foregoing, State shall promptly repair any damage to improvements resulting from the State's installation, operation, maintenance, or removal of its equipment.

**IMPROVEMENTS  
AND  
MODIFICATIONS**

**SECTION 1 – SITE SPECIFIC PROVISIONS****IMPROVEMENTS  
AND  
MODIFICATIONS**

10. Lessee at its sole cost and expense may, subject to the fees assessed Lessee for changes as stated in Section 2, Clause 4, "Lease Modification Fees" hereof, from time to time during its tenancy of the Premises:
- (a) Connect wires and equipment to lines adjoining the Premises. All work done by Lessee on the Premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances, and regulations, and shall in no way impair visibility from any other improvement or installation of State or anyone claiming under it, and provided further that the Premises shall be kept free from any and all liens and charges on account of labor or materials used in or contributing to any work thereon.
- (b) Furnish, install and use in, upon, and under, and remove from the Premises such wires, equipment and other property of whatsoever kind and nature as Lessee deems necessary consistent with the purpose of this Lease as set forth in the "Use" Section hereof.
- (c) In making any excavation and/or installation of equipment on the Premises and/or easement areas, Lessee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation and/or construction, and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were prior to such excavation as is practicable.
- (d) Improve the Premises in a manner consistent with the purposes of this Lease as set forth in "Use" Section hereof, including but not limited to the installation, operation, maintenance, or removal of said communication equipment, provided that any such improvement or equipment shall be constructed or installed in such manner as not to impair visibility from any other improvement located on or near the Premises under control of State or anyone claiming under it, and provided further that plans for the construction or enlargement of any improvement will be submitted to State in advance of such construction or enlargement, and will be subject to written approval by State.

State will not unreasonably withhold such approval. Such approval by State will not constitute approval of any communication equipment installed or to be installed by Lessee, and will not relieve Lessee of the obligation of complying with any and all terms and conditions of this Lease; Lessee shall notify State thirty (30) days prior to the actual construction.

**CLEAR TITLE**

11. At the termination of this Lease or in the event of a breach of the terms of this Lease by Lessee resulting in the early termination of this Lease, Lessee shall execute and deliver to State within thirty (30) days a Quitclaim Deed to any rights or claims arising hereunder.

**HOLDING OVER  
& LEASE  
RENEWAL**

12. With the exception of the lease extension option periods described in "Term" Clause of this Lease, any holding over by Lessee after expiration or termination of this lease shall not be considered as a renewal or extension of this Lease. The occupancy of the Premises after the expiration or termination of this Lease shall constitute a month to month tenancy, and all other terms and conditions of this Lease shall continue in full force and effect; provided, however, that said holdover tenancy shall be subject,

## **SECTION 1 – SITE SPECIFIC PROVISIONS**

### **HOLDING OVER (CONT'D)**

at the State's sole discretion, to a rent increase of five percent (5%) of the ending rent, payable monthly in advance.

State offers and Lessee accepts no assurance that the Premises or any other comparable space or facilities at the site described herein will be made available to Lessee beyond the term stated above or as said term is reduced as provided herein.

**End of Section 1**

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## SECTION 2 – TELECOM SPECIFIC PROVISIONS

### 1. ACCESS TO PREMISES.

Lessee shall have the non-exclusive right of ingress and egress from the terminus of the access road to the above described leased area provided that Lessee presents State with prior notice of access. Notwithstanding the foregoing, in the event of an emergency, Lessee shall not be required to provide prior notice to State; otherwise, Lessee shall provide notice to State of such access within three (3) business days.

Only Lessee, its properly qualified and authorized agents, employees, contractors and servants, shall have the right of ingress to and egress from said Premises. If Lessee's communications equipment is operated or maintained by anyone other than its regular employees or authorized agents, the admission of such persons to said site shall be permitted only upon the express consent of State having first been obtained.

### 2. CHANGE IN EQUIPMENT.

Lessee shall submit a new TD-311 Radio Vault Space Application at the time of any additional equipment installation or modification of equipment as outlined in Section 1, Item 12, Improvements & Modifications; Section 2, Item 3, Technical Analysis Fees, and Section 2, Item 4, Lease Modification Fees. Said "TD-311 Application", complete with attachments and approval documentation by California Office of Emergency Services (CalOES), is available upon request.

Lessee shall not cause or permit any change of any equipment installed by Lessee in the Premises, including power outputs or changes in the use of the frequencies described in the equipment application, except upon making a written request to State for each such transaction and then to obtain State's prior written consent. Such consent is subject to fees described in the "Lease Modification Fees" Item 2 of the Standard Provisions in Section

3 and/or the "Technical Analysis Fee" Item 3 below.

State agrees that Lessee shall have the right to add or change frequencies used on the Premises without the payment of additional Rent as long as (a): such use complies with applicable laws and a new TD-311 application is submitted, (b): is in compliance with the non-interference terms of Section 2, Paragraph 5 of this Lease, and (c): Lessee's facilities related to the addition or change in frequencies remain within the Leased Premises.

### 3. TECHNICAL ANALYSIS FEES.

Any change in Lessee's approved communication equipment requires technical approval from California Office of Emergency Services (CalOES), consistent with the "Elimination of Interference" Paragraph 5 of this Section 2. To initiate approval for a change or modification of equipment, Lessee must first contact California Highway Patrol to obtain a current TD-311 application form. Lessee must comply with the terms of the TD-311 including payment of all fees described in the application (technical analysis and administrative fees).

### 4. LEASE MODIFICATION FEES.

An administration fee may be assessed for any action originated by Lessee requiring lease administration staff work by State, such as but not limited to, name changes, assignments of Lease or changes in equipment which result in an amendment to, or assignment of this Lease. To initiate such services, Lessee must submit a written request to State. The administration fee will be assessed at the prevailing rate in effect at the time the request is received. Lessee will be required to remit the administration fee to State's address listed in the "Notices" Section of this Lease or otherwise directed in writing.



## SECTION 2 – TELECOM SPECIFIC PROVISIONS

### 5. ELECTRONIC EQUIPMENT STANDARDS.

With regard to specific site standards and any other statutes pertaining to the use of electronic equipment: LESSEE agrees to install, maintain, and operate its electronic equipment in accordance with all such requirements. If Lessee was in occupation under a previous Lease, Lessee shall have one hundred and eighty (180) days from the commencement of this Lease to conform to any new site standards. Lessee shall display on each piece of equipment the emergency contact information.

Lessee shall not be responsible in any manner for the maintenance and repair of the State's equipment or its political subdivisions located on the Premises. The State shall be solely responsible for the installation, operation, maintenance, and removal of all the State's equipment located on the Premises.

### 6. ELIMINATION OF INTERFERENCE.

(a) In the event Lessee's installation, or operation, in any way hinders, obstructs, or interferes with the radio or electronic equipment of the State, or any pre-existing tenant at the State's facility, Lessee shall, at its sole cost and expense, immediately cease the interfering installation or operation, except for intermittent testing coordinated with the State. In the event of Lessee's inability or refusal to immediately cease such interference, State may at its option, immediately terminate this Lease and evict Lessee.

(b) Any interference and compatibility testing required hereunder for radio interference with other equipment at State's facility, by such equipment installed, or by changes to said equipment, shall, be made at the sole cost of Lessee by a qualified technical person representing Lessee and a representative designated by State. If the test is satisfactory to both the technical person and State representative, a

certification of such test signed by both the technical person and State representative will be forwarded to State at locations indicated in "Notices" Paragraph hereof. All reasonable and documented costs incurred by State to conduct compatibility testing will be reimbursed to State by Lessee within thirty (30) days of the receipt of a bill from State. Should payment not be received, State may at its option, immediately terminate this Lease and evict Lessee.

(c) Any interference with State's electronic equipment during an emergency incident will require immediate cessation of operation, transmission or further use of Lessee's equipment. Failure to do so immediately after being notified of such interference could be grounds for immediate termination of Lease and eviction of Lessee.

### 7. WORKMANSHIP STANDARDS.

The installation and maintenance of the electronic equipment of Lessee shall be performed in a neat and workmanlike manner and shall conform in all respects to the fire, safety and construction standards deemed applicable to such installation by State, and shall be satisfactory to State.

### 8. DISPOSITION OF LESSEE'S PERSONAL PROPERTY.

(a) During the term of this Lease, all wires, equipment, and other personal property placed in, upon, or under the Premises by Lessee shall remain the property of Lessee and shall be removed by LESSEE, at its sole cost and expense within sixty (60) days after expiration or earlier termination of Lessee's tenancy.

(b) Should Lessee fail to remove said equipment and personal property within sixty (60) days after expiration or termination of the Lease, State may do so at the risk of Lessee. Upon written demand by State, Lessee shall immediately pay all costs and expenses of the removal of Lessee's personal property and equipment.



**SECTION 2 – TELECOM SPECIFIC PROVISIONS**

(c) Lessee may, however, with written consent of State, abandon in place any and all of Lessee's equipment and personal property, whereupon, as abandoned, title to said improvements will vest in State.

**9. LESSEE GUARANTEES.**

Lessee hereby guarantees any and all work or services performed by Lessee or Lessee's properly qualified or authorized agents, employees, contractors and servants, in order to accomplish the

installation and/or maintenance of their communications equipment at State's facilities. Should the interruption or failure of State's existing computer or building support systems occur due to, or in any way be connected with Lessee's installation and/or maintenance of Lessee's equipment, all costs to repair or replace State's existing systems will be the sole responsibility of Lessee.

**End of Section 2**

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## SECTION 3 – STANDARD PROVISIONS

### 1. PERMITS AND APPROVALS.

The parties agree that Lessee's ability to use the Lease Area is dependent upon Lessee obtaining all certificates, permits, licenses, and other approvals that may be required from any third party. State will cooperate with Lessee at no expense to State, in Lessee's effort to obtain such approvals in connection with said permits, licenses or other approvals.

In the event that (i) any of such applications for such certificates, permits, licenses, and other approvals should be finally rejected; (ii) any certificates, permits, licenses, and other approvals issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) Lessee determines that such certificates, permits licenses, and other approvals may not be obtained in a timely manner, Lessee shall have the right to terminate this Lease. Notice of Lessee's exercise of its right to terminate shall be given to State, in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Lessee. All rentals paid to said termination date shall be retained by State. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, Lessee shall have no further obligations for the payment of rent to State.

### 2. DEFAULT.

Lessee shall make all payments to the State without deduction, default or delay (except for offsets explicitly allowed hereunder). In the event of the failure of Lessee to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of Lessee or State to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from the non-defaulting party to the defaulting party of such default, this Lease may, at the non-

defaulting party's sole discretion, be terminated.

Notwithstanding the foregoing, if a non-monetary default may not be reasonably cured within such thirty (30) day period and the defaulting party commences to cure such default within the thirty (30) day period, then the time to cure may be extended through writing signed by both parties, to a time frame and deadline mutually agreeable to the parties. So long as the defaulting party diligently prosecutes the cure to completion under the mutually agreed upon extended deadline, then this Lease may not be terminated under this Clause. However, if the defaulting party operates with unreasonable delay in curing the default or otherwise does not cure within the mutually agreed upon time frame, the non-defaulting party may terminate immediately.

In the event of termination of this Lease, it shall be lawful for State to reenter into and upon the Premises and every part thereof and to remove and store at Lessee's expense all property there from and to repossess and occupy the Premises. In the event State terminates this Lease pursuant to this Paragraph, State shall not be required to pay Lessee any sum or sums whatsoever.

### 3. COMPLIANCE WITH LAWS.

Lessee shall at its sole cost and expense comply with all the applicable statutes, laws, ordinances and regulations of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this Lease.

### 4. FAILURE TO PERFORM.

In the event of the failure, neglect, or refusal of Lessee to do, or perform work, or any part thereof, or any act or thing in this Lease provided to be done and performed by Lessee, State will, at its option, have the right to do and perform the same, and Lessee

## SECTION 3 – STANDARD PROVISIONS

hereby covenants and agrees to pay State the cost thereof on demand.

### 5. ASSIGNMENT, SUBLET, CHANGE IN USE.

Lessee is prohibited from subleasing.

### 6. RIGHTS RESERVED BY STATE.

(a) State reserves the right to use the real property involved (not including real property installed, erected or constructed by Lessee) in any manner, including but not limited to the right to construct, place, maintain, use, operate, repair, replace, alter and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, subways, sidewalks, to grant easements over, across, upon and under said real property, and the continuous right of ingress to and egress from any portion or portions of said real property in such manner as not to create any unreasonable interference with the exercise of the rights granted to Lessee.

(b) Any grant herein contained is subject to all valid and existing contracts, leases, licenses, easements, encumbrances and claims of title which may affect said facility.

(c) No priority or other rights will attach to the use of any space in State's building or on said facility.

### 7. PROHIBITED USES.

Lessee shall not commit, suffer or permit any waste or nuisance on the Premises or on State property or any acts to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of the Premises for any illegal or immoral purposes. No dumping of refuse by Lessee is permitted at the Premises. Lessee agrees not to cut or remove any trees or brush thereon except as approved in writing in advance by State. Lessee agrees that it shall at all times exercise due diligence in the protection of the Premises and State's property against damage or destruction by fire or other cause.

### 8. AMERICANS WITH DISABILITIES ACT; UNRUH CIVIL RIGHTS ACT; DISABLED PERSONS ACT.

Lessee shall comply with all federal requirements established under 28 Code of Regulations, Part 36, Americans with Disabilities Act, and with all California State requirements established under Civil Code section 51 et seq., Unruh Civil Rights Act and Civil Code section 54 et seq., Disabled Persons Act, in order to make programs accessible to all participants and to provide equally effective communications.

By signing this Lease, Lessee assures State it complies with the Federal and State statutes described above, prohibiting discrimination on the basis of disability. Lessee also assures State it complies with any applicable regulations and guidelines issued pursuant to the Federal and State statutes described above.

### 9. FIRE AND CASUALTY DAMAGES.

State will not keep improvements which are constructed or installed by Lessee under the provisions of this Lease insured against fire or casualty, and Lessee shall make no claim of any nature against State by reason of any damage to the business or property of Lessee in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the State in the course of their employment.

### 10. AUDIT.

Lessee agrees that the Department of General Services, the California State Auditor, or their designated representative shall have the right to review and to copy any of Lessee's non-redacted records and supporting documentation pertaining to the performance of this Lease. In the event State discovers any irregularities in Lessee's revenue statements Lessee shall bear all costs associated with said audit.

## SECTION 3 – STANDARD PROVISIONS

Lessee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment. Lessee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Lessee agrees to include in any sublease a similar right of the State to audit records and interview Sublessee related to any performance of this Lease.

State may audit Lessee's accounting books at any time upon reasonable request. Further to the extent Lessee provides State with proprietary information, State will hold it in the strictest confidence, and will return it when it is no longer necessary to support any audit exceptions.

Lessee understands the State is subject to the Public Records Act.

### 11. ACTS OF NATURE.

If any of Lessee's improvements or equipment is destroyed by acts of nature, Lessee may replace them with improvements or equipment of the same general type that meets or exceeds the technical specifications of the original equipment, which occupies no more physical space and consumes no more electrical power. Lessee shall immediately notify State of such items and the date the replacement is complete.

### 12. HAZARDOUS SUBSTANCE.

Lessee agrees that it shall comply with all laws, federal, state, or local, existing during the term of this Lease pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

(a) In the event State or any of its affiliates, successors, principals, employees, or agents incur any liability, cost, or expense, including attorney's fees and costs, as a result of Lessee's illegal use, storage, transportation,

or disposal of any hazardous substance, including any petroleum derivative, Lessee shall indemnify, defend, and hold harmless any of these individuals against such liability.

(b) Where Lessee is found to be in breach of this Paragraph due to the issuance of a government order directing Lessee to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by Lessee or any person acting under Lessee's direct control and authority, Lessee shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by State in connection with or in response to such government order.

### 13. CONDITION OF PREMISES.

(a) Lessee is aware of the current condition of the Premises and accepts the Premises in "as is" condition. Lessee accepts the Premises as being in good order, condition and repair, unless otherwise specified herein, and agrees that on the last day of the term, or sooner termination of this Lease, to surrender up to State the Premises, with any appurtenances or improvements therein, in the same condition as when received, reasonable use and wear thereof and damage by act of nature, excepted.

(b) Lessee shall not call on State to make any repairs or improvements on the Premises and Lessee shall keep the same in good order and condition at its own expense.

### 14. TAXES AND ASSESSMENTS.

Lessee agrees to pay all lawful taxes, assessments or charges that at any time may be levied upon any interest in this Lease. It is understood that this Lease may create a possessory interest subject to property taxation and Lessee may be subject to the payment of property taxes levied on such interest.

## SECTION 3 – STANDARD PROVISIONS

### 15. RECOVERY OF LEGAL FEES.

If action is brought by State for the recovery of any rent due under the provisions hereof or for any breach hereof, or to restrain the breach of any agreement contained herein, or for the recovery of possession of said Premises, or to protect any rights given to the State against Lessee, and if State will prevail in such action, Lessee shall pay to State such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.

### 16. VACATING THE PREMISES.

Lessee shall, on the last day of said term or sooner termination of this Lease, peaceably and quietly leave, surrender, and yield up to State, the Premises in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

Lessee will schedule and perform a walkthrough with the Facility Manager to be sure the Lease Area is left in acceptable condition.

### 17. NON-DISCRIMINATION.

(a) In the performance of this Lease, Lessee shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, sex, sexual orientation, use of family care leave, or any other Federal, State or local laws.

Lessee shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.

(b) Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advising; layoff or termination; rates of pay or other forms of compensation;

and selection for training, including apprenticeship.

(c) Lessee shall comply with the provisions of the Fair Employment and Housing Act (Government Code (GC) Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing GC Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Lease by reference and made a part thereof as if set forth in full.

Lessee shall give written notice of its obligations under this clause to any labor organizations with which they have collective bargaining or other agreement.

Further, Lessee shall post in conspicuous places available to employees and applicants for employment, notices to be provided by State setting forth the provisions of this Fair Employment Practices Section (GC Section 12920-12994).

(d) Remedies for willful violations:

(1) State may determine a willful violation of the Fair Employment Practices provision to have occurred upon the receipt of a final judgment having that effect from a court in an action to which Lessee was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Lessee has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the GC.

(2) State will have the right to terminate this Lease and any loss or damage sustained by State by reason thereof will be borne and paid for by Lessee.



## SECTION 3 – STANDARD PROVISIONS

### 18. INSURANCE.

Prior to, or at Lease execution, Lessee shall furnish to State a certificate of insurance, along with all policy endorsements, with State's Lease Number (**L-1156**) indicated on the face of said certificate or endorsement, issued to State with evidence of insurance as follows:

#### COMMERCIAL GENERAL LIABILITY

Lessee shall maintain general liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate annually for bodily injury and property damage liability combined and Fire Legal Liability of at least \$500,000. The policy shall include coverage for liabilities arising out of Premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract.

The policy must include State of California, their officers, agents, and employees as additional insureds, but only insofar as the operations under the Lease are concerned. The additional insured endorsement must be provided with the certificate of insurance.

#### AUTOMOBILE LIABILITY

Lessee shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage. The State of California and Department of General Services are to be additional insureds with respect to liability arising out of all vehicles owned, hired and non-owned. The additional insured endorsement must be provided with the certificate of insurance.

#### PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS)

Lessee shall maintain Insurance limits appropriate to the Contractor's profession,

with limits not less than \$1,000,000 per occurrence.

#### WORKERS' COMPENSATION

Lessee shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Lease, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required, and the policy shall include a waiver of subrogation in favor of the State of California. The waiver of subrogation endorsement must be provided with the certificate of insurance.

#### GENERAL REQUIREMENTS

Lessee shall ensure that the following general requirements are met:

- a. Insurance Companies must be acceptable to DGS-Office of Risk and Insurance Management.
- b. Coverage needs to be in-force for complete term of this Lease. If insurance expires during the term of the Lease, a new certificate must be received by State within thirty (30) days of the expiration date of the existing policy. This new insurance must still meet the terms of the original contract.
- c. Lessee shall notify State within five business days of Lessee's receipt of any notice of cancellation or non-renewal of any insurance required by this lease.
- d. Lessee is responsible for any deductible or self-insured retention contained within the insurance program.
- e. In the event Lessee fails to keep in effect at all times the specified insurance coverage, State may, in addition to any other remedies it may have, terminate this Lease upon the occurrence of such event, subject to the provisions of this Lease.
- f. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by State.

## SECTION 3 – STANDARD PROVISIONS

g. If Lessee is self-insured in whole or in part as to any of the above described types and levels of coverage, Lessee shall provide State with written acknowledgment of this fact at the time of the execution of this Lease. State may require financial information to justify Lessee's self-insured status. If, at any time after the execution of this Lease, Lessee abandons its self-insured status, Lessee shall immediately notify State of this fact and shall comply with all of the terms and conditions of this Insurance clause pertaining to policies of insurance in regard to those types and levels of insurance.

It is agreed that State shall not be liable for the payment of any premiums or assessments on the required insurance coverage.

### 19. HOLD HARMLESS INDEMNIFICATION.

This Lease is made upon the express condition that the State of California is to be free from all liability and claims for damages by reason of any injury to any person or persons, including Lessee, or property of any kind whatsoever and to whomsoever belonging, including Lessee, from any cause or causes whatsoever while in, upon, or in any way connected with the Premises during the term of this Lease or any occupancy hereunder, holdover periods or any other occupancy of the Premises by Lessee, except those arising out of the sole negligence or willful misconduct of State, its employees, agents, and invitees.

Lessee agrees to defend, indemnify, and hold harmless State from all liability, loss, cost or obligation on account of or arising out of any such injury or loss, however occurring.

### 20. LOSSES.

State will not be responsible for losses or damage to personal property, equipment or materials of Lessee and all losses shall be reported to State immediately upon discovery.

### 21. DEBT LIABILITY DISCLAIMER.

State, including but not limited to the State's General Fund or any special self-insurance programs, is not liable for any debts, liabilities, settlements, liens or any other obligations of Lessee, its heirs, successors or assignees.

State and its agencies, departments and divisions will not be liable for and will be held harmless by Lessee and for any claims or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by Lessee, its employees, agents, invitees, guests or anyone acting in concert with or on behalf of Lessee. State has no obligation to defend or undertake the defense on behalf of Lessee or its heirs, successors or assignees.

### 22. RELOCATION.

(a) In the event that State terminates this Lease pursuant to its terms, Lessee acknowledges and agrees that it has no claim against State for Relocation Payments, Relocation Advisory Assistance, or costs pursuant to the Government Code sections 7260 et seq., or any regulations implementing or interpreting such sections. Lessee further agrees that it has no claim in either law or equity against State for damages or other relief should the Lease be terminated, and waives any such claims it may have.

(b) In the event subleasing, under the terms of this Lease, is permitted, Lessee shall incorporate this Paragraph into the sublease. Failure to do so may obligate Lessee for damages and costs resulting from claims for relocation payments by sublessee.

(c) Notwithstanding the foregoing paragraph, in the event State determines during the term of the lease that the Premises will interfere with planned operations and construction of State facilities, then State shall have the right, upon no less than ninety (90) days

## SECTION 3 – STANDARD PROVISIONS

written notice to Lessee, prior to the commencement of any construction implementing State's development plans, to relocate Lessee's Premises as defined in the Lease. In such case, State shall be responsible to reasonably coordinate with Lessee in connection with the relocation of the Premises to a new location within the property of State.

In the event State is unable to relocate Lessee within the facility grounds, State, upon 180 days written notice, may require Lessee to leave State premises.

### 23. SMOKING RESTRICTIONS.

Smoking is not allowed in or upon the Premises. Lessee will enforce the smoking prohibition upon its clients, employees, invitees, and patrons.

Lessee, its employees, invitees, or patrons shall compensate and reimburse State the cost of damage and destruction of any such fire caused by Lessee, its employees, invitees, contractors, or patrons, including State's out-of-pocket expenses for same.

### 24. RECORDING.

Lessee shall not record this Lease or a short form memorandum thereof. Any such recordation will, at the option of State, constitute a non-curable default by Lessee hereunder.

### 25. AUTHORITY TO CONTRACT.

If Lessee is a public, private or non-profit corporation, each individual executing this Lease on behalf of said Lessee shall provide evidence, which is acceptable to the State, that he/she is duly authorized to execute and deliver this Lease on behalf of said Lessee in accordance with a duly adopted resolution of the Board of Directors or in accordance with the Bylaws of said Board, and that this Lease is binding upon said Board of Directors in accordance with its terms.

### 26. PARTNERSHIP DISCLAIMER.

Lessee its agents and employees shall act in an independent capacity and not as officers or employees of State. Nothing herein contained will be construed as constituting the parties herein as partners.

### 27. CEQA.

Any physical changes made to the improvements by Lessee or its agents shall comply with the California Environmental Quality Act (CEQA).

### 28. BANKRUPTCY.

In no event shall this Lease or the leasehold estate become an asset of Lessee in bankruptcy, receivership or other judicial proceedings. Lessee shall be in default under this Lease in the event of any of the following:

(a) Lessee becomes insolvent or makes an assignment for the benefit of creditors; (b) a petition in bankruptcy is filed by or against Lessee; (c) a writ of execution is levied against this Lease or the leasehold estate; or (d) Lessee abandons or vacates or does not continuously occupy or safeguard the Premises.

### 29. AMENDMENTS AND MODIFICATIONS.

No amendment, modification, or supplement to this Lease shall be binding on either party unless it is in writing and signed by the party to be bound by the modification.

### 30. MUTUAL CONSENT.

Notwithstanding anything herein contained to the contrary, this Lease may be terminated and the provisions of the Lease may be altered, changed, or amended by mutual consent of the parties hereto in writing.

### 31. FORCE MAJEURE.

If either Lessee or State will be delayed or prevented from the performance of any act required hereunder by reason of acts of Nature, governmental restrictions,



## SECTION 3 – STANDARD PROVISIONS

regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Lease) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act 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. Nothing in this Paragraph shall excuse Lessee from prompt payment of any rent, taxes, insurance or any other charge required of Lessee, except as may be expressly provided in this Lease.

### 32. WAIVER.

If State waives the performance of any term, covenant or condition contained in this Lease, such waiver shall not be deemed to be a waiver of that or any subsequent term, covenant or condition. Failure by State to enforce any of the terms, covenants or conditions of this Lease for any length of time shall not be deemed to waive or decrease State's right to insist thereafter upon strict performance by Lessee.

Waiver by State of any term, covenant, or condition contained in this Lease may only be made by a written document properly signed by an authorized State representative.

### 33. ENTIRE AGREEMENT.

This Lease and its exhibits constitute the entire agreement between State and Lessee. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding.

### 34. PARAGRAPH HEADINGS.

All Paragraph headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

### 35. SEVERABILITY.

If any term, covenant, condition, or provision of this Lease or any application thereof, to any extent, is found invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this Lease will not be affected thereby, and will be valid and enforceable to the fullest extent permitted by law.

### 36. SEPARATE COUNTERPARTS.

This Lease may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this Lease and of signature pages by electronic mail in "portable document format" ("pdf") form or by any other electronic means shall constitute effective execution and delivery of this Lease. In the event the Lease is executed by wet ink signatures, the original signatures shall also be exchanged between the parties via mail, in addition to any exchange via electronic means.

### 37. SUPERSEDEDURE.

This Lease supersedes and voids any prior license, lease or agreement between State and Lessee identified in this Lease with regards to the Premises.

### 38. BINDING.

The terms of this Lease and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.

### 39. ESSENCE OF TIME.

Time is of the essence for each and all of the provisions, covenants and conditions of this Lease.

### End of Section 3

**IN WITNESS WHEREOF**, this Lease has been executed by the parties hereto as of the date written below.

**STATE OF CALIFORNIA  
APPROVED:**

DIRECTOR OF DEPARTMENT OF  
GENERAL SERVICES

By: \_\_\_\_\_  
**TONY PSIHOPAIDAS**, Manager  
State Owned Leasing and Development

**CONSENT:**

CALIFORNIA HIGHWAY PATROL

By: \_\_\_\_\_  
**R.E. SIDLEY**, Assistant Chief  
Administrative Services Division

**APPROVAL RECOMMENDED:**

STATE OWNED LEASING AND  
DEVELOPMENT

By: \_\_\_\_\_  
**CAROL LEIDY**  
Associate Real Estate Officer

**LESSEE:**

**COUNTY OF LOS ANGELES**

**FESIA A. DAVENPORT**  
Chief Executive Officer

By: \_\_\_\_\_  
**DAVID P. HOWARD**  
Assistant Chief Executive Officer

**ATTEST:**

**DEAN LOGAN**  
Registrar-Recorder/County Clerk

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

**RODRIGO A. CASTRO-SILVA**  
County Counsel

By: \_\_\_\_\_  
Deputy

## EXHIBIT A

Auth ID: 0501MTLUKE7  
Contact Name: CALIFORNIA HIGHWAY PATROL  
Expiration Date: 12/31/2047  
Use Code: 806  
CA Dept. of General Services File No.:1239-002

FS-2700-10b (V.01/2014)  
OMB No. 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
COMMUNICATIONS USE LEASE  
AUTHORITY:**

**FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976**

CALIFORNIA HIGHWAY PATROL of 601-C North 7<sup>th</sup> Street, Sacramento, CA 95811.

THIS LEASE, dated this 17th day of November 20 17, by and between the UNITED STATES OF AMERICA, acting through the Forest Service, Department of Agriculture (hereinafter called the "United States" or "Forest Service"), as authorized by the Act of October 21, 1976, (90 Stat. 2743; 43 U.S.C. 1761, et seq.), and the State of California, acting by and through the Director of the Department of General Services, with the consent of the California Highway Patrol (CHP) its agents, successors, and assigns (hereinafter called the "Lessee").

The United States and the Lessee are jointly referred to herein as the "Parties". As used herein, the "Authorized Officer" refers to the Forest Service official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, such authority may be exercised by the Forest Supervisor or District Ranger of the Angeles National Forest wherein the following described lands are located.

The United States, for and in consideration of the terms and conditions contained herein and the payment to the United States of a rental in advance by the Lessee, does hereby grant to the Lessee a lease for the following described communications facility in the County of Los Angeles, State of California, Sec. 10, T. 2 N., R. 13 W., San Bernardino Meridian (hereinafter called the "property"). The Lessee accepts this lease and possession of the property, subject to any valid existing rights, and agrees not to use the property, or any part thereof, except as a site for only the construction, operation, maintenance, and termination of a Private Mobile Radio Service communications facility.

Authorized facilities under this lease include:

Equipment shelter(s): 20' x 30' block building

Antenna support structure(s): 120' lattice; 50' lattice

Ancillary structure(s): 60' x 80' fence; 575 gallon propane tank; 495 gallon propane tank; generator

Access as shown or described in **Exhibit A**.

The location of the property is shown generally on the site management plan dated 9/21/17 for the **Mount Lukens Communications Site**, which is attached and made part hereof as Exhibit **A**.

The dated and initialed exhibit(s), attached hereto, are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.

The parties agree that this lease is made subject to the following terms and conditions.

## **I. TENURE, RENEWAL AND TRANSFERABILITY**

A. This lease shall terminate at one minute after midnight on 12/31/2047. Termination at the end of the lease term shall occur by operation of law and shall not require any additional notice or documentation by the Authorized Officer. This lease is not renewable; but the Lessee has the right to request a new lease pursuant to Paragraph "C" below.

B. The Lessee shall undertake and pursue with due diligence construction and operation that is authorized by this lease. To the extent specified in Exhibit N/A operation shall commence on N/A. This lease shall terminate if operation does not commence by that date, unless the parties agree in writing, in advance, to an extension of the commencement date.

C. If the Lessee desires a new lease upon termination of this lease, the Lessee shall notify the Authorized Officer accordingly, in writing. The notice must be received by the Authorized Officer at least one year prior to the end of the lease term. The Authorized Officer will determine if the use should continue and, if it is to continue, if a new lease should be issued to the Lessee and under what conditions. The Authorized Officer shall require payment of any amounts owed the United States under any Forest Service authorization before issuance of another authorization.

D. This lease is assignable with prior written approval of the Authorized Officer, except when rent has been exempted or waived in whole or part. Renting of space does not constitute an assignment under this clause.

## **II. RENTAL**

A. The Lessee must pay in advance an annual rental determined by the Authorized Officer in accordance with law, regulation, and policy. The annual rental will be adjusted by the Authorized Officer to reflect changes in fair market value, annual adjustments using the Consumer Price Index - Urban (CPI-U), changes in tenant occupancy, or phase-in rental, if applicable.

B. Rentals are due at the close of business on January 1 of each year for which a payment is due. Payments in the form of a check, draft, or money order are payable to USDA, Forest Service. If the due date for the rental or rental calculation statement falls on a non-work day, the charges shall not apply until the close of business on the next workday. This lease terminates if rent is not received by the Forest Service within 90 calendar days of the due date.

C. Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any rental amount not paid within 30 days from the date the rental or rental calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the rental or rental calculation financial statement is due. In addition, an administrative penalty at a percentage rate prescribed by law or regulation will be assessed for failure to pay any portion of the debt that is more than 90 days past due. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

D. Disputed rentals are due and payable by the due date. No appeal of rentals will be considered by the Forest Service without full payment of the disputed amount.

### **III. RESPONSIBILITIES OF THE LESSEE**

A. The Lessee is authorized to rent space and provide other services to customers and/or tenants and shall charge each customer/tenant a reasonable rental without discrimination for the use and occupancy of the facilities and services provided. The Lessee shall impose no unreasonable restrictions nor any restriction restraining competition or trade practices. By October 15 of each year, the Lessee shall provide the Authorized Officer a certified statement listing all tenants and customers, by category of use in the facility on September 30th of that year.

B. All development, operation and maintenance of the authorized facility, improvements, and equipment located on the property shall be in accordance with stipulations in the communications site management plan approved by the Authorized Officer. If required by the Authorized Officer, all plans for development, layout, construction, or alteration of improvements on the property, as well as revisions of such plans, must be prepared by a licensed engineer, architect, and/or landscape architect. Such plans must be approved in writing by the Authorized Officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information will be provided to the Authorized Officer and appended to the communications site management plan.

C. The Lessee will comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this lease. The obligations of the Lessee under this lease are not contingent upon any duty of the Authorized Officer, or other agent of the United States, to inspect the premises. A failure by the United States, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms or conditions of this lease. Lessee waives all defenses of laches or estoppel against the United States. The Lessee shall at all times keep the title of the United States to the property free and clear of all liens and encumbrances.

D. Use of communications equipment is contingent upon the possession of a valid Federal Communication Commission (FCC) or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization, and the operation of the equipment is in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization shall at all times be maintained by the Lessee for each transmitter being operated. The Lessee shall provide the Authorized Officer, when requested, with current copies of all licenses for equipment in or on facilities covered by this lease.

E. The Lessee shall ensure that equipment within his or her facility (including tenant and customer equipment) operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site. If the Authorized Officer or authorized official of the Federal Communication Commission (FCC) determines that the Lessee's use interferes with existing equipment, the Lessee will promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer or FCC official.

F. When requested by the Authorized Officer, the Lessee will furnish technical information concerning the equipment located on the property.



#### **IV. LIABILITIES**

A. The Lessee assumes all risk of loss to the authorized improvements.

B. The Lessee shall comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation and maintenance of any facility, improvement, or equipment on the property.

C. The Forest Service has no duty, either before or during the lease term, to inspect the property or to warn of hazards and, if the Forest Service inspects the property, it shall incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

D. The Lessee shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the Lessee's use or occupancy of the property. The Lessee's indemnification of the United States shall include any loss of personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this lease. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

E. The Lessee has an affirmative duty to protect from damage the land, property, and interests of the United States.

F. In the event of any breach of the lease by the Lessee, the Authorized Officer may, on reasonable notice, cure the breach for the account at the expense of the Lessee. If the Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional rental hereunder and shall be due from the Lessee to the Forest Service on the first day of the month following such election.

#### **V. OTHER PROVISIONS**

A. Nondiscrimination. The Lessee shall at all times operate the described property and its appurtenant areas and its buildings and facilities, whether or not on the property, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date this lease is granted to the end that no person in the United States shall, on the grounds of race, sex, color, religion or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the programs or activities provided thereon.

## B. Revocation, Termination and Suspension.

1. General. For purposes of this lease, termination, revocation, and suspension refer to the cessation of uses and privileges under the lease.

"Revocation" refers to an action by the Authorized Officer to end the lease because of noncompliance with any of the prescribed terms, abandonment, or for reasons in the public interest. Revocations are appealable.

"Termination" refers to the cessation of the lease under its own terms without the necessity for any decision or action by the Authorized Officer. Termination occurs automatically when, by the terms of the lease, a fixed or agreed upon condition, event, or time occurs. For example, the lease terminates at expiration. Terminations are not appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

2. This lease may be suspended or revoked upon breach of any of the conditions herein or upon nonuse. Nonuse refers to a failure to operate the facilities on the property for a period of 1 year.

3. Except in emergencies, the Authorized Officer shall give the Lessee written notice of the grounds for revocation or suspension and a reasonable time, not to exceed 90 days, to complete the corrective action. After 90 days, the Forest Service is entitled to such remedies as provided herein.

4. This lease may be revoked at the discretion of the Forest Service when in the public interest. When revoked in the public interest, the Lessee shall be compensated subject to the availability of appropriated funds. Compensation shall be based upon the initial cost of improvements located on the lease, less depreciation as allocated over the life of the improvements as declared by the Lessee's Federal tax amortization schedules.

5. Any discretionary decisions or determinations by the Authorized Officer on revocation or suspension are subject to the appeal regulations at 36 CFR 214, or revisions thereto.

6. In the event the Authorized Officer decides not to issue a new lease, or the Lessee does not desire a new lease, the Authorized Officer and the Lessee shall, within six months prior to the termination date of this lease, agree upon a mitigation plan to restore and stabilize the site.

7. Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. Delinquencies may be subject to any or all of the following conditions:

a. Administrative offset of payments due the holder from the Forest Service.

b. Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).

c. The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, et seq.).

In the event this lease is revoked for noncompliance, the Lessee shall remove all structures and improvements within 90 days, except those owned by the United States, and shall restore the site as nearly as reasonably possible to its original condition unless this requirement is otherwise waived in writing by the Authorized Officer.

If the Lessee fails to remove all structures or improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States.

C. Members of Congress. No member of or Delegate to Congress or Resident Commissioner shall benefit from this lease whether directly or indirectly, except when the lease provides a general benefit to a corporation.

D. Reservations. This lease is granted subject to the following reservations by the United States:

1. The right to all natural resource products now or hereafter located on the property unless stated otherwise, and the right to utilize or dispose of such resources insofar as the rights of the Lessee are not unreasonably affected.

2. The right to modify the communications site plan as deemed necessary.

3. The right to enter upon the lease and inspect all facilities to assure compliance with the conditions of this lease.

4. The right of the United States to require common use of the property, and the right to authorize use of the property for compatible uses, including the subsurface and air space.


In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provision thereof, the preceding clauses shall control.

E. Superseded Authorization (X-18). This authorization supersedes an authorization designated LAR102002, issued on 11/8/1996.



ACCEPTED this 17th day of November, 2017, I \_\_\_\_\_, the undersigned have read, understand and accept the terms and conditions of this lease.

STATE OF CALIFORNIA  
Department of General Services

  
TONY PSIHOPAIDAS, Assistant Chief  
State Owned Leasing & Development

CONSENT: California Highway Patrol

  
PATTY SLINEY, Assistant Chief  
Administrative Services Division

APPROVAL RECOMMENDED:  
Department of General Services

  
CAROL M. LEIDY, Associate Real Estate Officer  
State Owned Leasing & Development

IN WITNESS WHEREOF, the Forest Service, by its Authorized Officer, has executed this lease on the day and year first written above.

UNITED STATES OF AMERICA  
Department of Agriculture  
Forest Service

  
JEFFREY VAIL  
Forest Supervisor

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.





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**M E M O R A N D U M**

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**Date:** February 11, 2020

**To:** Mark McGuire, Associate Real Estate Officer Z-1  
State Owned Leasing and Development  
Real Estate Services Division  
707 3<sup>rd</sup> Street, Fifth Floor  
West Sacramento, CA 95605

**From:** Yolanda Villasenor, Telecommunications Systems Manager I (Supervisor)  
Public Safety Communications

**Subject:** Radio Vault Space Application (TD-311) Non-State User – New  
Los Angeles County Sheriff's Department  
Mount Lukens, Los Angeles County  
DGS-SLD 002006

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A technical analysis of the attached TD-311, Radio Vault Space Application from the Los Angeles County Sheriff's Department has been completed. The Los Angeles County Sheriff's Department is requesting to renew their radio vault and tower space lease at the State of California Mount Lukens radio facility.

The Los Angeles County Sheriff's Department will operate on the following frequencies:

Transmit

851.0875  
851.4375  
851.7750  
852.7500  
853.4375  
851.2500  
851.8000  
852.2250  
853.0875  
853.725

Receive

806.0875  
806.4375  
806.7750  
807.7500  
808.4375  
806.2500  
806.8000  
807.2250  
808.0875  
808.725

11065  
483.0875  
470.9375

11555  
486.0875  
473.9375

<u>Transmit</u>	<u>Receive</u>
n/a	485.8375
n/a	486.0625
n/a	485.8125
483.9875	486.9875
483.1125	486.1125
n/a	486.2875
n/a	486.5875
n/a	486.7875
n/a	486.5625
483.5375	486.5375
n/a	486.3125
n/a	486.3375

No equipment changes are being made; however, inaccuracies were found in the Public Safety Communications (PSC) tower drawing 419520-146 Rev. R and have been corrected as part of this technical analysis based on information provided by the applicant.

The Los Angeles County Sheriff's Department will continue to occupy Antenna Space 8, 19, 20, 21, 22, 26 & 27. See attached Antenna Space Assignment drawing 419520-146.

The Los Angeles County Sheriff's Department will continue to occupy Vault Space 1, 2, 3, 4, 5, 6, 7 and 8. See attached Vault Layout Floor Plan drawing 419520-032.

The PSC Special Projects Unit has reviewed the information provided and finds no technical reason to deny this application.

Based on the information shown on the application the Public Safety Communications technically approves this application. If at any time interference becomes a problem, it will be the responsibility of the Los Angeles County Sheriff's Department to resolve.

Please contact Robert Bjorklund, Senior Telecommunications Engineer at (916) 657-9766 or by email at [robert.bjorklund@caloes.ca.gov](mailto:robert.bjorklund@caloes.ca.gov) if you have any questions.

Attachments





**Cal OES**  
GOVERNOR'S OFFICE  
OF EMERGENCY SERVICES


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M E M O R A N D U M

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**Date:** November 21, 2019

**To:** Yolanda Villasenor, Telecommunications Systems Manager  
Site Management Unit

**From:** Robert Bjorklund, Senior Telecommunications Engineer  
Special Projects Unit 

**Subject:** SP-11810 DGS-SLD 002006 Mt Lukens technical analysis report

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The Special Projects Unit has completed a technical analysis of the proposal to allow the Los Angeles County Sheriff's Department to renew their radio vault and tower space lease at the State of California Mount Lukens radio facility.

No equipment changes are being made, however inaccuracies were found in the PSC tower drawing 419520-146 rev. R and have been corrected as part of this technical analysis based on information provided by the applicant.

The Special Projects Unit has reviewed the information provided and finds no technical reason to deny this application.

If you have any questions, please contact me at (916) 657-9766.

RKB:sd

## APPLICATION SHEETS

The Application Sheets are used to gather the appropriate administrative information to process the TDe-311. These sheets must be completed, signed and accompanied with the Technical Data Sheets.

Applicant: **Sheriff Department - Communications and Fleet Management**

Bureau(organization name)

**1277 N Eastern Ave.**

(address)

**Los Angeles, CA 90063**

(city, state, zip)

**323-881-8001**

(telephone number)

**Judy Anderson JAAnders@lasd.org**

(email address)

In accordance with the attached Technical Data Sheet(s), application is hereby made to: Establish

☐ New Lease

☐ Modify Lease (describe specific changes):  
(attach additional sheet if more space is required)

☐ Renew lease with modification as stated:  
(attach additional sheet if more space is required)

☒ Renew lease (no changes, technical sheets must be completed) Lease

☐ square feet

For vault space and related antenna space at **Mt Lukens**

(site name)

Power requirements for operations of communications equipment are:

- ☒ Commercial and emergency power  
☐ Commercial power only No power  
☐ required.

**NOTE:** Some radio vault facilities provide commercial and emergency power to each rack space without exception, and the tenant will be charged accordingly.

1

**Person responsible for lease negotiations and submission of this application:**

**Chief Executive Office, Real Estate Division. Attn: Eliza Jung**

\_\_\_\_\_  
(name)

**320 W. Temple Street (7th Floor, Hall of Records)**

\_\_\_\_\_  
(address)

**Los Angeles CA 90012**

\_\_\_\_\_  
(city, state, zip)

**213-974-4189**

\_\_\_\_\_  
(telephone number)

**EJUNG@CEO.LACOUNTY.GOV**

\_\_\_\_\_  
(email address)

**Billing Information:**

Applicant: **Auditor Controller Rent Budget Administration Section**

\_\_\_\_\_  
(name)

**1000 S. Fremont Street Unit 51, Building A-9 east**

\_\_\_\_\_  
(address **Alhambra, CA 91803**)

**Alhambra, CA 91803**

\_\_\_\_\_  
(city, state, zip)

\_\_\_\_\_  
(telephone number)

\_\_\_\_\_  
(email address)

It is understood that if any subsequent on-site testing is required, it will be charged to the lessee at the current rate determined by the State. In addition, any required engineering or technician labor charges or parts procurement expenses, plus a program management fee, will be re-billed to the lessee at the current rates being charged by the State. Prior to these charges being incurred, a written estimate and acceptance document will be forwarded to the applicant for review and signature.

Applicant: By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Title: Date: \_\_\_\_\_

Receipt of a non-refundable application fee in the amount of \$\_\_\_\_\_ is hereby acknowledged.

STATE OF CALIFORNIA

By: \_\_\_\_\_  
Date: \_\_\_\_\_

NOTE: A fee will be required when this agreement is renewed for a new term or when changes are made to an existing agreement and the preparation of a new lease agreement is required.

2

### TECHNICAL DATA SHEETS

Data submitted on the Technical Data Sheets is used by the PSC engineers to perform a study to determine the impact of the application on the existing users at the site. Please complete these sheets in its entirety and provide required information. Existing tenants must reflect the tenants installed equipment and equipment changes (new installations, removals, etc.).

Site Name: **Mt Lukens**

Date: **8/7/2019**

County: **Los Angeles**

The following technical data is submitted in conjunction with a request for vault space.

**If this is a land lease application for Cellular, applicant must provide plot plans, construction drawings and a written description of proposed land use.**

Person responsible for technical operation of this station (person who can provide technical details):

**Karl Kreb (CWIRS equipment), Ted Pao (Sheriff equipment)**

\_\_\_\_\_  
(name)

**1110 N Eastern Ave.**

\_\_\_\_\_  
(address)

**Los Angeles, CA 90063**

\_\_\_\_\_  
(city, state, zip)

**323-881-3691 (Karl), (323) 881-8028 (Ted)**

\_\_\_\_\_  
(telephone number)

Date equipment desired to be in operation: **Currently in service**



(It should be noted that, due to engineering priorities, this application may require up to one (1) full year to process.)

Equipment is to operate in the **Various** Radio Service.

FCC callsign of this installation: **Various**. (Include a copy of the FCC license)

Type of operation: ☒ Base ☐ Mobile Relay ☒ Microwave Station  
Station ☐ Other \_\_\_\_\_

Additional rack space to be leased \_\_\_\_\_ (in  
1/3 rack increments):

(NOTE: Unless otherwise authorized, all electronic equipment is to be mounted in 7'6" aluminum openframe relay racks and fastened to the site's earthquake bracing and cable ladder system. One rack occupies 2' by 2' of floor space.)

Additional space desired to mount cavities, duplexers, batteries, etc.:

☐ Wall Space Floor Space (HxWxD, \_\_\_\_\_ inches) Rack Space  
☐ Additional space not required

Space for battery facilities required, if any, including charger:

☐ Wall Space Floor Space (HxWxD, inches)  
☐ \_\_\_\_\_

Radio Rack Not required

Maximum power consumption: ☐ TRANSMIT: **7400** Watts RECEIVE: **<7400** Watts at  
Voltage: 110 Volts ☐ 12 volts DC ☒ 48 volts DC AC  
Other \_\_\_\_\_

1

### **EQUIPMENT DATA**

New Tenant: Provide data for each piece of equipment to be installed in each vault space and identify as **New (N)**.

Existing Tenant: Provide data for each piece of equipment currently installed and identify as **Existing (E)**. If adding or removing equipment; identify the appropriate action **New (N)**, **Removing (R)**.

**FREQUENCY INFORMATION: CELLULAR APPLICANTS MUST PROVIDE SPECIFIC CHANNELS TO BE USED (NOT THE BAND). IF SPECIFIC FREQUENCIES HAVE NOT BEEN PROVIDED THE APPLICATION WILL BE RETURNED.**

Be sure to include a system block diagram on the page furnished for that purpose. Duplicate this page as required to show all equipment desired to be installed, both existing and proposed:

**TRANSMITTER #1** Power output **W**

Frequency(s) Please see attached documents for equipment listing	Existing (E) Removing (R) New (N)
Make and Model:	

**RECEIVER #1**

Frequency(s)	Existing (E) Removing (R) New (N)
Make and Model:	

<b>TRANSMITTER #2</b>	<b>Power output</b>	<b>W</b>
Frequency(s)	Existing (E) Removing (R) New (N)	
Make and Model:		

<b>RECEIVER #2</b>
Frequency(s)
Existing (E) Removing (R) New (N)
Make and Model:

<b>TRANSMITTER #3</b>	<b>Power output</b>	<b>W</b>
Frequency(s)	Existing (E) Removing (R) New (N)	
Make and Model:		

<b>RECEIVER #3</b>
Frequency(s)
Existing (E) Removing (R) New (N)
Make and Model:

<b>TRANSMITTER #4</b>	<b>Power output</b>	<b>W</b>
Frequency(s)	Existing (E) Removing (R) New (N)	
Make and Model:		

<b>RECEIVER #4</b>
Frequency(s)
Existing (E) Removing (R) New (N)
Make and Model:

## EQUIPMENT DATA SUMMARY (MT. LUKENS SITE)

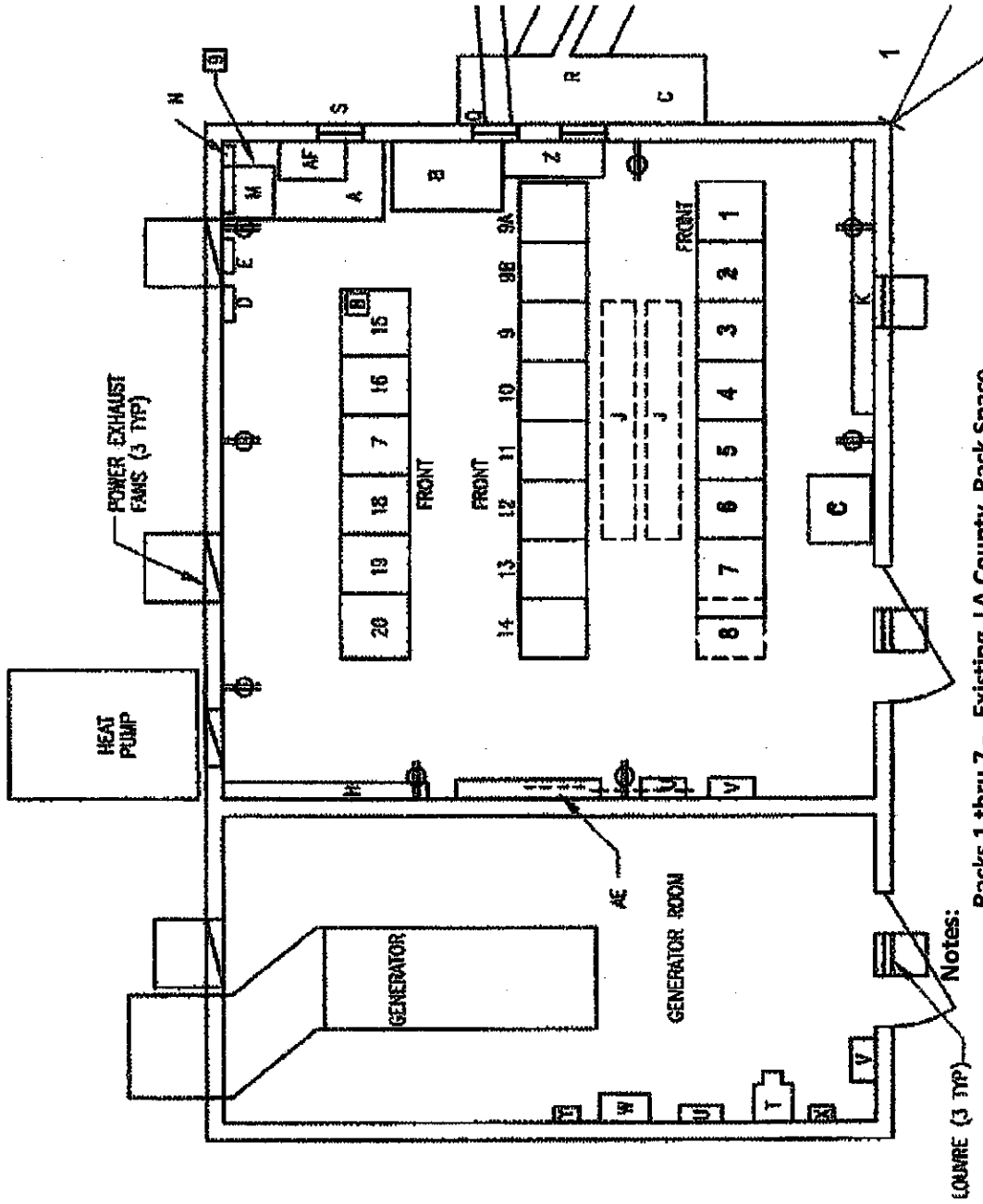
### New/Proposed Equipment

No.	Type of Radio Equipment	Power Output (Watts)	Make	Model	Transmit Freq (MHz)	Receive Freq (MHz)	Rack Space (On Floor Layout)	Existing (E) Removing (R) New (N)
1	Transmitter 1/ Receiver 1	14.50	HARRIS	MASTR V	851.0875	806.0875	Rack #7	N
2	Transmitter 2/ Receiver 2	14.50	HARRIS	MASTR V	851.4375	806.4375	Rack #7	N
3	Transmitter 3/ Receiver 3	14.5	HARRIS	MASTR V	851.775	806.775	Rack #7	N
4	Transmitter 4/ Receiver 4	14.5	HARRIS	MASTR V	852.75	807.75	Rack #7	N
5	Transmitter 5/ Receiver 5	14.5	HARRIS	MASTR V	853.4375	808.4375	Rack #7	N
6	Transmitter 6/ Receiver 6	14.5	HARRIS	MASTR V	851.25	806.25	Rack #7	N
7	Transmitter 7/ Receiver 7	14.5	HARRIS	MASTR V	851.8	806.8	Rack #7	N
8	Transmitter 8/ Receiver 8	14.5	HARRIS	MASTR V	852.225	807.225	Rack #7	N
9	Transmitter 9/ Receiver 9	14.5	HARRIS	MASTR V	853.0875	808.0875	Rack #8	N
10	Transmitter 10/ Receiver 10	14.5	HARRIS	MASTR V	853.725	808.725	Rack #8	N

### Existing Equipment

No.	Type of Radio Equipment	Power Output (Watts)	Make	Model	Transmit Freq (MHz)	Receive Freq (MHz)	Rack Space (On Equipment Layout)	Existing (E) Removing (R) New (N)
1	Microwave Radio	0.32	HARRIS	DVM11-45	11065	11555	Rack #1	E
2	Base Station	90.00	General Electric	MASTR II	483.0875	486.0875	Rack #2	E
3	Base Station	90.00	General Electric	MASTR II	470.9375	473.9375	Rack #2	E
4	AUX Receiver	n/a	General Electric	MASTR II	n/a	485.8375	Rack #3	E
5	AUX Receiver	n/a	General Electric	MASTR II	n/a	486.0625	Rack #3	E
6	AUX Receiver	n/a	General Electric	MASTR II	n/a	485.8125	Rack #3	E
7	Base Station	90.00	General Electric	MASTR II	483.9875	486.9875	Rack #4	E
8	Base Station	90.00	General Electric	MASTR II	483.1125	486.1125	Rack #4	E
9	AUX Receiver	n/a	General Electric	MASTR II	n/a	486.2875	Rack #4	E
10	AUX Receiver	n/a	General Electric	MASTR II	n/a	486.5875	Rack #4	E
11	AUX Receiver	n/a	General Electric	MASTR II	n/a	486.7875	Rack #4	E
12	AUX Receiver	n/a	General Electric	MASTR II	n/a	486.5625	Rack #4	E
13	Base Station	90.00	General Electric	MASTR II	483.5375	486.5375	Rack #5	E
14	AUX Receiver	n/a	General Electric	MASTR II	n/a	486.3125	Rack #5	E
15	AUX Receiver	n/a	General Electric	MASTR II	n/a	486.3375	Rack #5	E
16	Circuit Breaker/Low Voltage Disconnect/ Battery Charger	n/a	RATELCO	n/a	n/a	n/a	Rack #6	E
17	DSX Panel	n/a	Telect	n/a	n/a	n/a	Rack #6	E
18	Digital Channel Bank	n/a	NEC	ND4E	n/a	n/a	Rack #6	E
19	La Marche Power Plant	n/a	La Marche	n/a	n/a	n/a	Rack #7	E (To be replaced w/ new equipment)
20	Valere Power Plant w/ 3 Battery Banks	n/a	Valere	n/a	n/a	n/a	Rack C	E (Add new 48V Power Plant & 1 Battery Bank to existing rack)

# MT. LUKENS EQUIPMENT LAYOUT

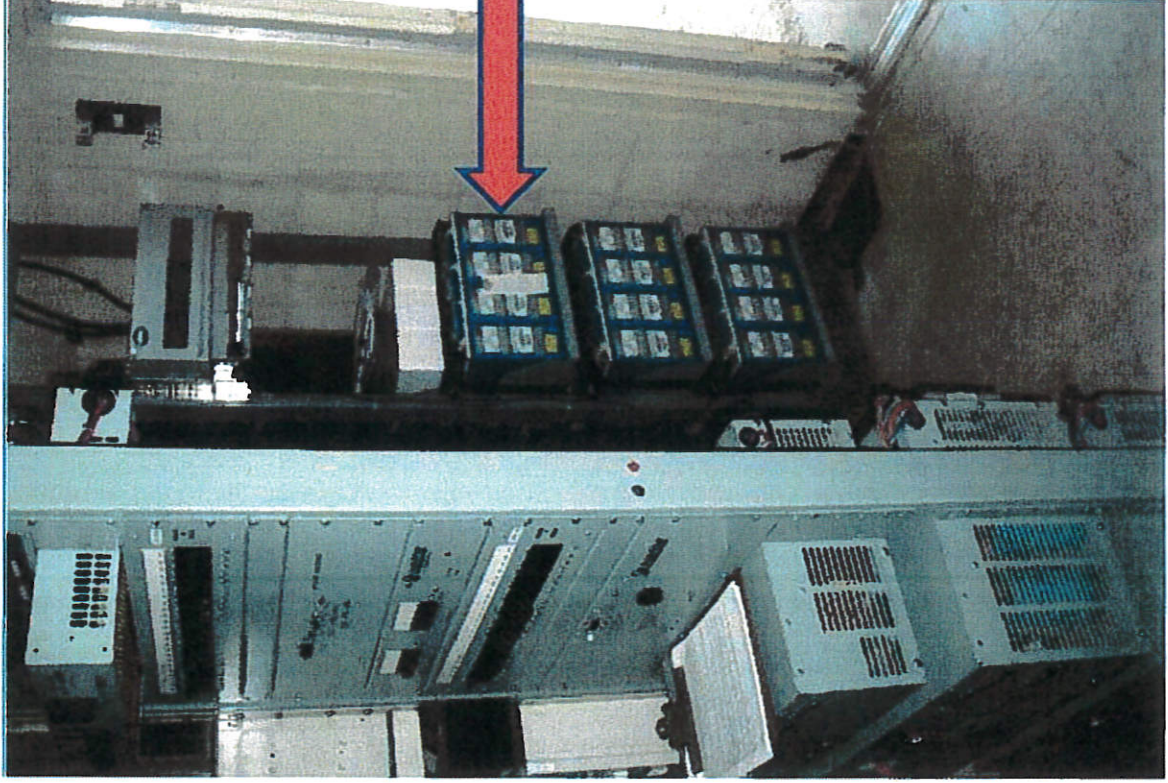


Notes:

- Racks 1 thru 7 - Existing LA County Rack Space
- Rack 7 - 23" rack for CWIRS project
- Rack 8 - 19" Rack for CWIRS project
- Rack C - Existing LA County Power Plant



**EXISTING LA COUNTY RACKS POSITION C (POWER PLANT)**



**EXISTING POWER  
PLANT  
POSITION "C"**

## **ANTENNA DATA**

New Tenant: Provide data for each antenna to be installed at this vault facility and identify as **New (N)**.

Existing Tenant: Provide data for each antenna currently installed and identify as **Existing (E)**. If adding or removing an antenna; identify the appropriate action **New (N)**, **Removing (R)**.

Antenna number	Make and Model	Length or M/W dish size	Gain (dBd) (dBi for M/W)	Azimuth (relative to true north)	*Height desired (feet)	Existing (E) Removing (R) New (N)
1	Pls. refer to attached Antenna Data Summary					
2						
3						
4						
5						
6						
7						

\* For VHF antennas, show desired height to base of antenna support. For microwave dishes, show desired height to center of radiating element.

## **AUXILIARY EQUIPMENT DATA**

For each transmitter, receiver, or combination, supply the following:

Make and model of cavity(s), filter(s), isolator(s), duplexer(s), etc., desired to be installed at this site. Please indicate the desired location where these items are to be mounted in the vault. Be sure to include these elements on the system block diagram on the page provided for that purpose.

All combiners and multicouplers will be mounted in the equipment racks that we are installing. There will be NO additional space required for this equipment.

# **ANTENNA DATA SUMMARY (MT. LUKENS SITE)**

## **New/Proposed**

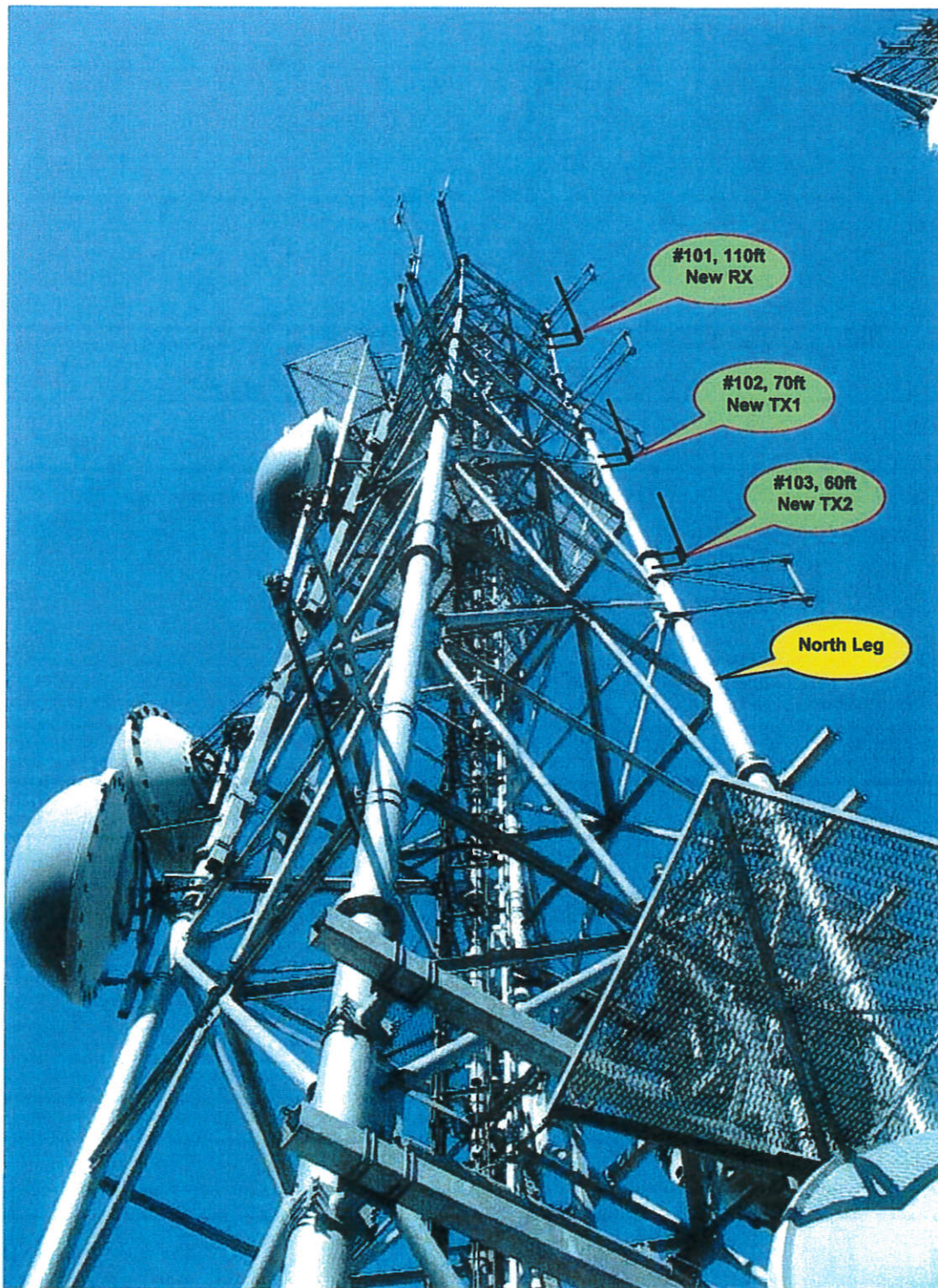
No	Make & Model	Antenna Length or M/W Dish Size	Gain (dBd) (dBi for MW)	Azimuth	Height	Existing(E) Removing(R) New(N)
1	DB Spectra DS7A06F36U6N	7.6'	6	0	60'	N
2	DB Spectra DS7A06F36U6N	7.6'	6	0	70'	N
3	DB Spectra DS7A06F36U6N	7.6'	6	0	110'	N
4	Tallysman SA-KRE1011217/02	5" Dia			RACEWAY	N
5	Tallysman SA-KRE1011217/02	5" Dia			RACEWAY	N

## **Existing**

Tower Space Assignment	Make & Model	Antenna Length or M/W Dish Size	Gain (dBd) (dBi for MW)	Azimuth	Height	Existing(E) Removing(R) New(N)
4	Cellwave PD755 Tx/Rx	23'	10	OMNI	80'	E
7	Cellwave PD755 Tx	23'	10	OMNI	52'	E
8	Cellwave PD755 Tx	23'	10	OMNI	52'	E
9	Cellwave PD755 Rx	23'	10	OMNI	26'	E
10	SPECTRACOM WWVB + GPS	1'	N/A	N/A	10'	E
11	RFS DA8-107A (MW Dish)	8'	46.4	101.3 degrees	26'	E



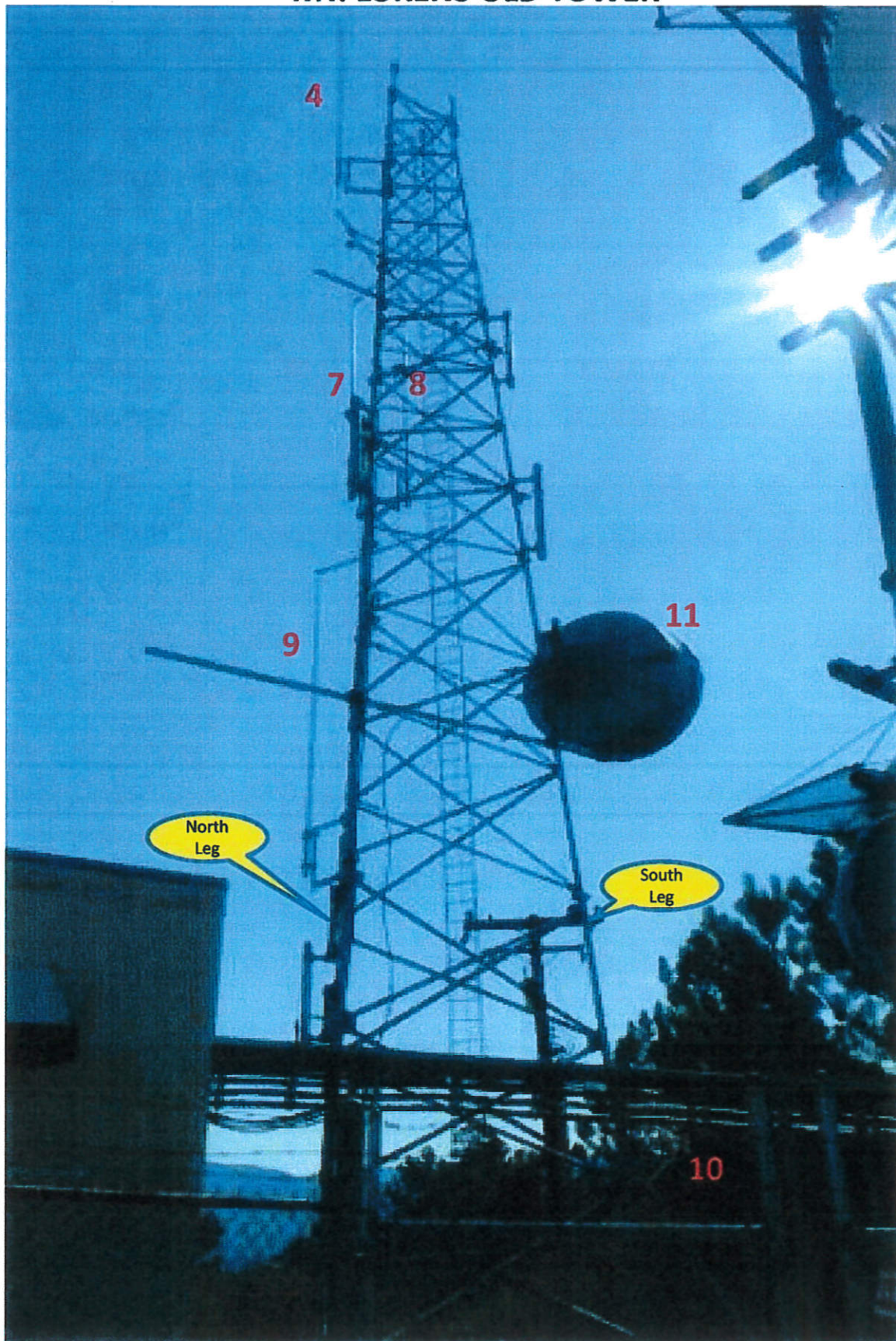
## MT. LUKENS NEW TOWER



**Figure 1: New 800 MHz Antenna #101, 102 & 103 locations on Tower**

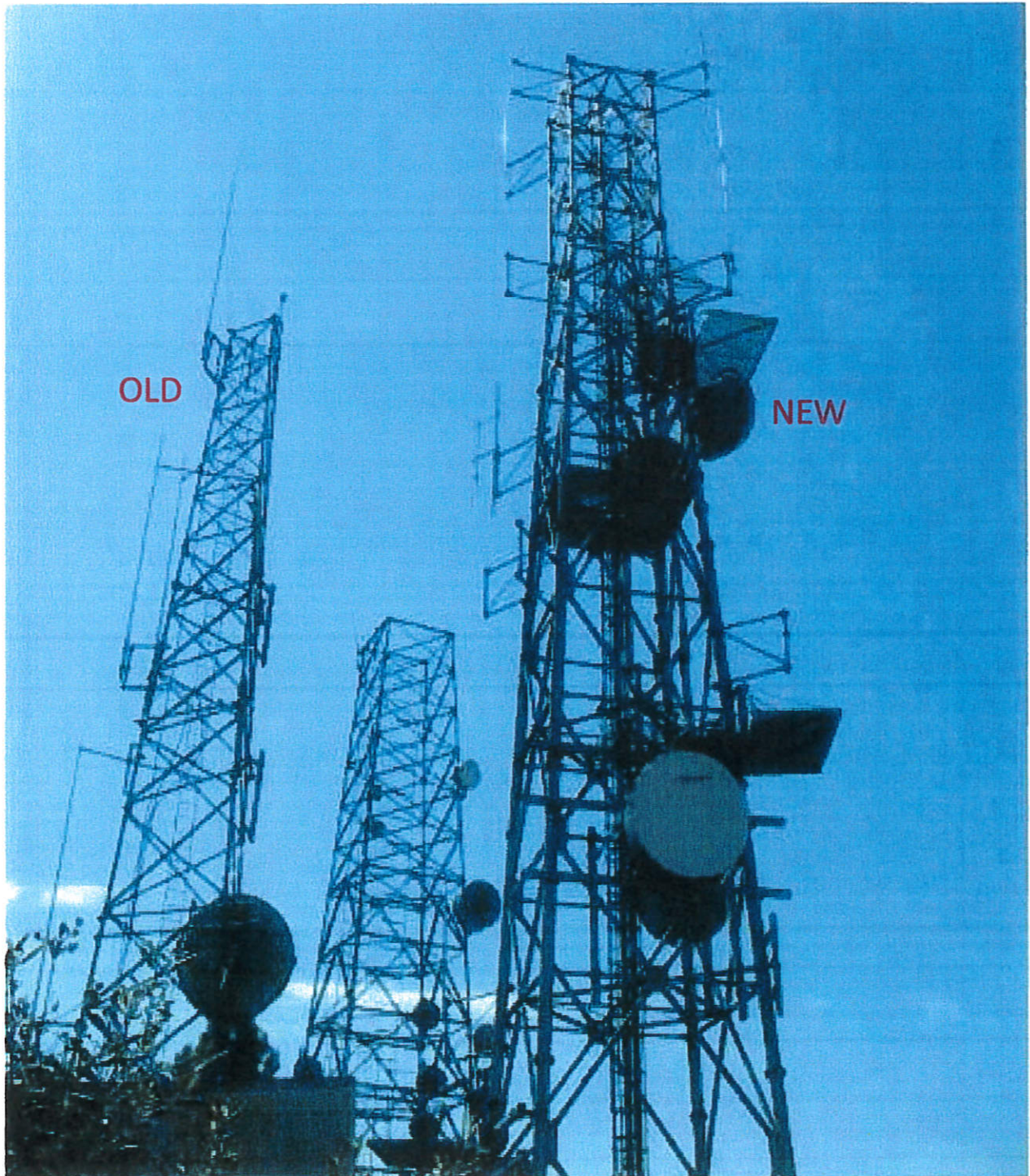


## MT. LUKENS OLD TOWER



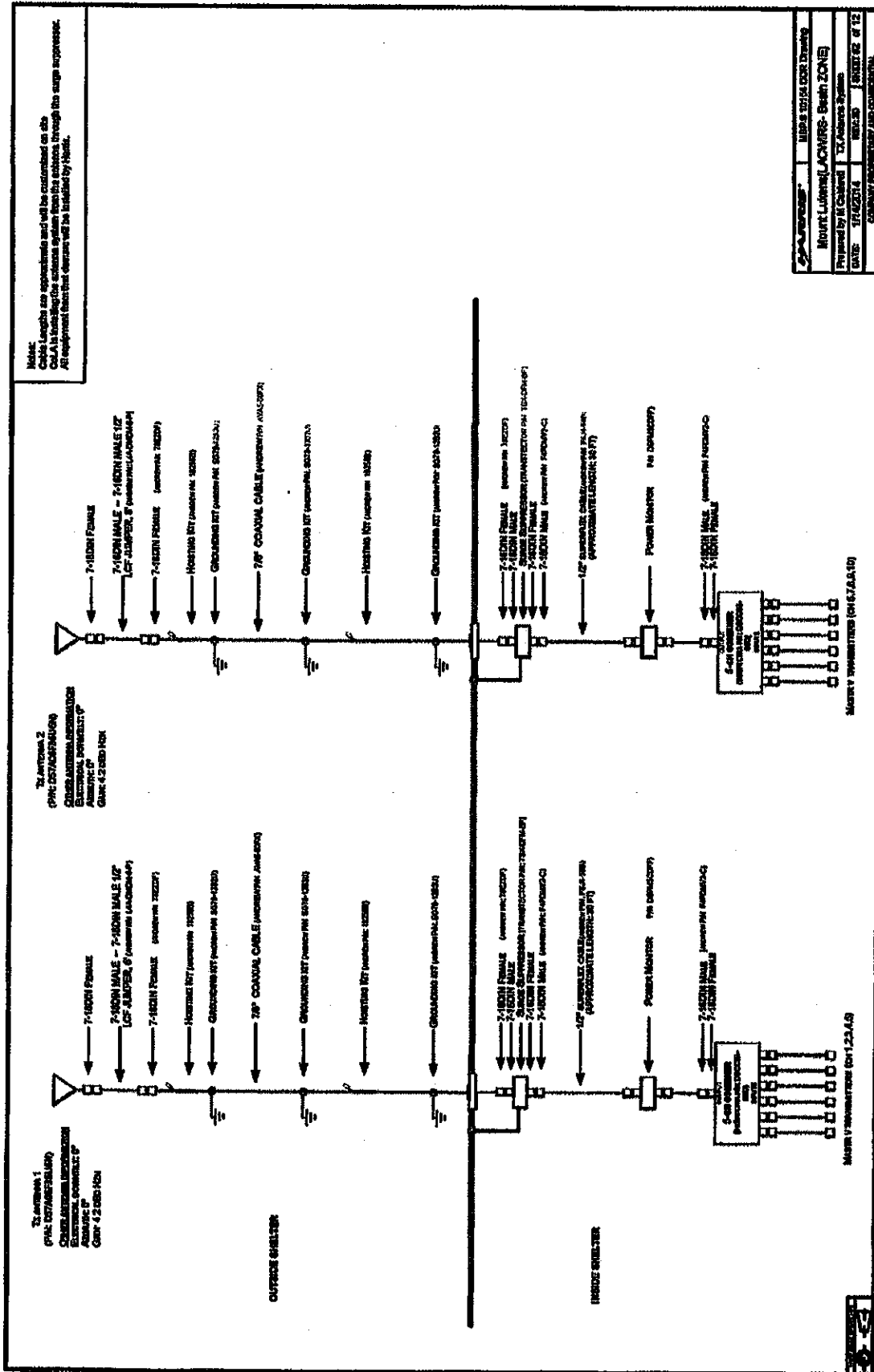


## MT LUKENS' OLD & NEW TOWER



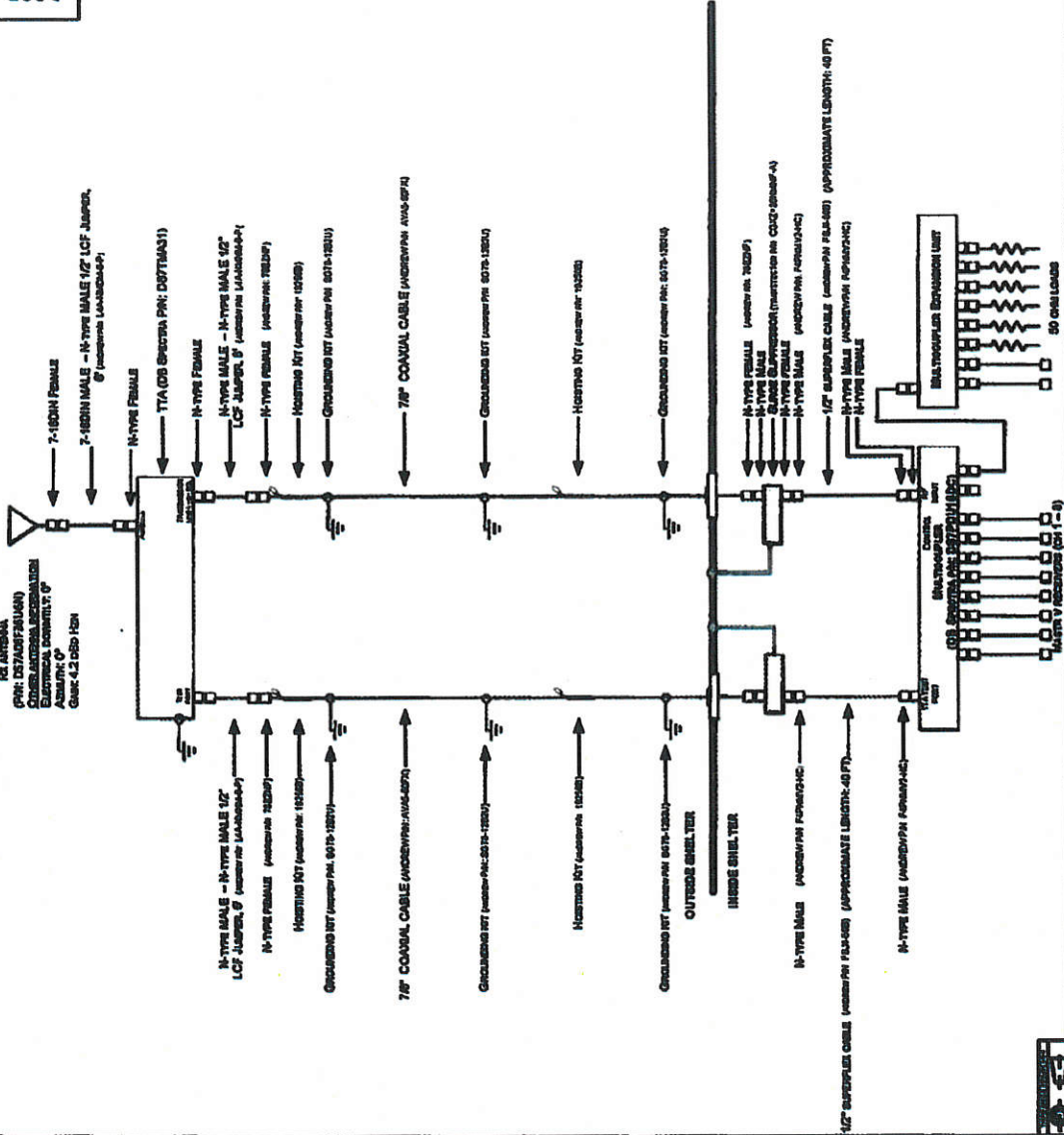
**SYSTEM BLOCK DIAGRAM:**

Please provide a block diagram of the proposed installation at this radio vault facility. Be sure to include all elements of the system, including transmitters, receivers, power sources, antennas, protective devices, telephone lines, multiplex circuits, etc. Use additional sheets if necessary. Refer to the attached example if desired. Please be sure to label the operating frequency of each piece of equipment in the system, as appropriate.



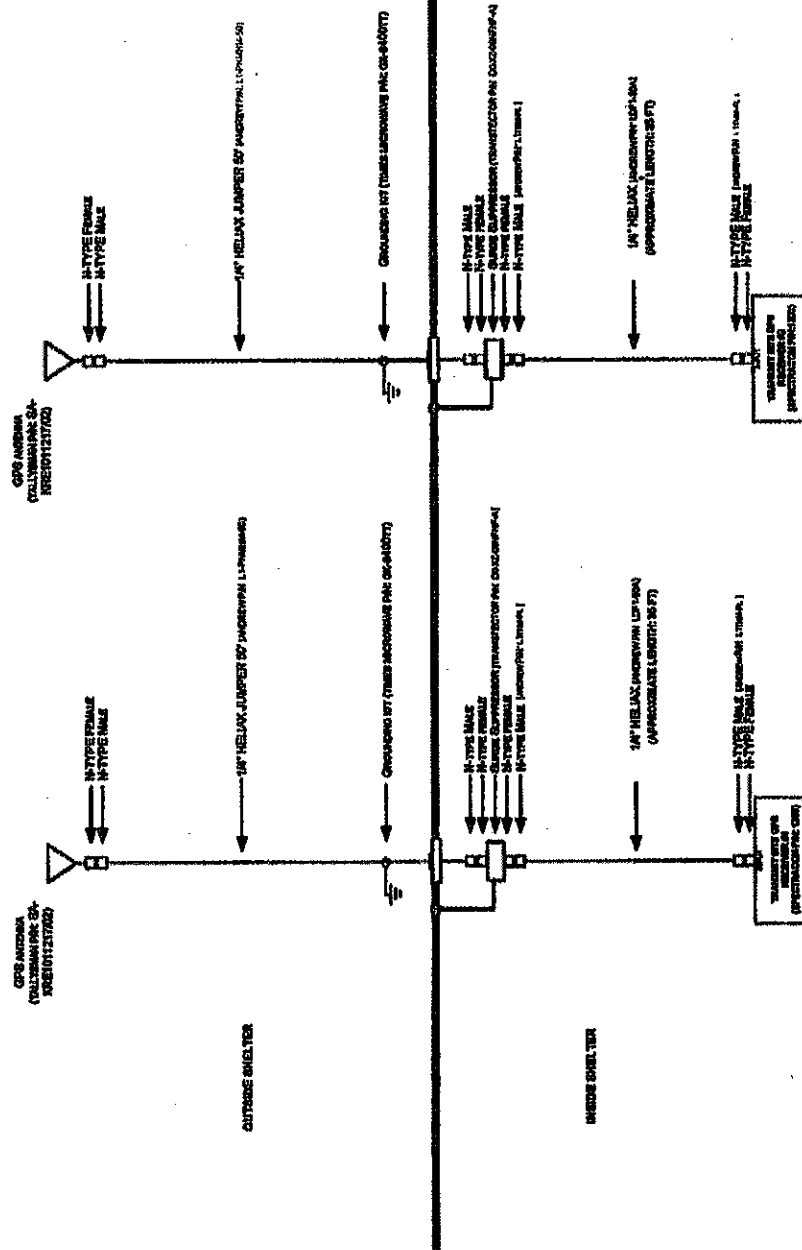


Notes:  
Cable lengths are approximate and will be customized on site.  
Cable is installed in the antenna system from the antenna through the surge suppressor.  
All equipment from that antenna will be installed by Harris



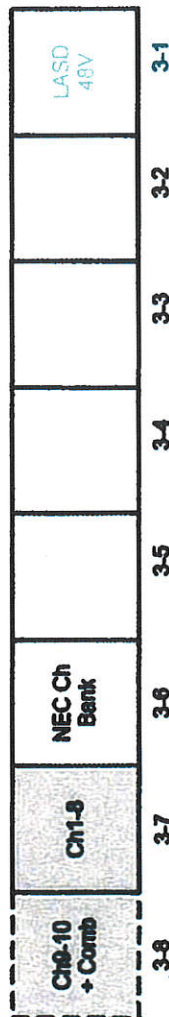
Mount Lukens (LACHRS - Basin Zone)	MSD 6 1014 DSD DSD
Requested by M. Colwell	RZ Antenna System
DATE: 11/14/2014	REV: 20
1408176	1408176
COMPANY PROPERTY AND CONFIDENTIAL	

Notes:  
 Cable lengths are approximate and will be customized on site.  
 Cella and Harris will jointly determine the best feasible placement of the GPS antennas during site installation.



Project Name	NSP-4100000000000000
Mount Location	Mount Location (ACHS- Basin Zone)
Prepared by	Prepared by M. C. Harris
Date	1/14/2014
Rev	REV 1.0
Sheet #	SHEET # 1 of 12
Company	COMPANY PROPRIETARY AND CONFIDENTIAL

3-1	Deck	48V
3-7	Radio 1-8	
3-8	Radio 8-10/Tower Antenna Multicoupler	



CWIRS P25 Upgrade Project  
MLU Floor Plan

13001ex004  
2013Aug12

Drawing provided by ISD

Project Name	MLU P25 Upgrade
Project Location	Mount Lateral (CWIRS- Back Zone)
Project Manager	Bob R. R. R.
Project Engineer	Bob R. R. R.
Project Date	10/12/13
Project Sheet	Sheet 1 of 12

Confidential, Proprietary &  
Competition Sensitive

Detailed Design Review  
105

**HARRIS**

















**BASIN (4524)**

Channel ID	Channel Name	Q/DG Frequency (MHz)	Tx Frequency (MHz)	CC7	MLL	OAT	WPK
2	CW1	851.0075	851.0075	CH1	CH1	CH1	CH1
5	CW2	851.2500	851.2500	CH6	CH6	CH6	CH6
8	DA2	851.4975	851.4975	CH2	CH2	CH2	CH2
13	CW6	851.7750	851.7750	CH3	CH3	CH3	CH3
14	CW7	851.8000	851.8000	CH7	CH7	CH7	CH7
19	CW9	857.2250	857.2250	CH8	CH8	CH8	CH8
27	DA12	857.7500	857.7500	CH4	CH4	CH4	CH4
33	CW15	858.0075	853.0075	CH9	CH9	CH9	CH9
39	DA15	858.4975	853.4975	CH5	CH5	CH5	CH5
42	CW18	858.7500	853.7500	CH10	CH10	CH10	CH10

COMMITTEE #1		COMMITTEE #2	
TX	RIK	TX	RIK
CH1	851.0075	CH1	851.2500
CH2	851.4375	CH2	851.5000
CH3	851.7500	CH3	852.2500
CH4	852.7500	CH4	853.0075
CH5	853.4375	CH5	853.7500
Delta	0.0675	Delta	0.0675

## COMBINER 1

863.0875 - P25 CH-9	SPARE	863.7260 - P25 CH-10
		
861.2500 - P25 CH-8	861.8000 - P25 CH-7	862.2250 - P25 CH-8
		
COMBINER # 1		
862.75 - P25 CH-4	SPARE	863.4375 P25 CH-5
		
861.0875 - P25 CH-1	861.4375 - P25 CH-2	861.7750 - P25 CH-3
		

## MULTIPLIER UNIT

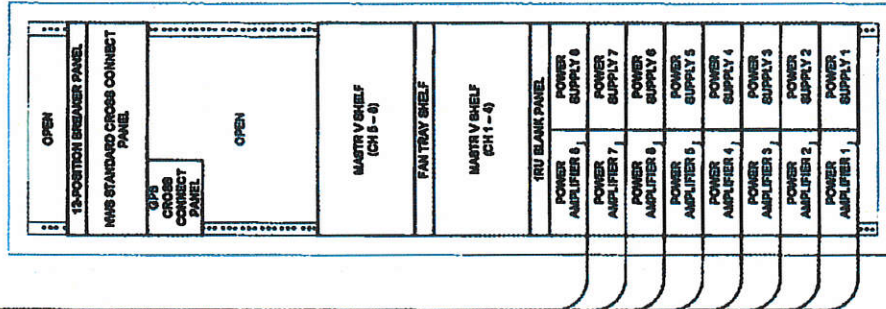
	1	2	3	4	5	6	7	8
MULTICOUPLER EXPANSION UNIT	006.0875 - P25 CH1	006.4375 - P25 CH2	006.7750 - P25 CH3	007.7500 - P25 CH4	008.4375 - P25 CH5	008.2500 - P25 CH6	006.6000 - P25 CH7	007.2250 - P25 CH8

**MULTICOUPLER  
EXPANSION UNIT**

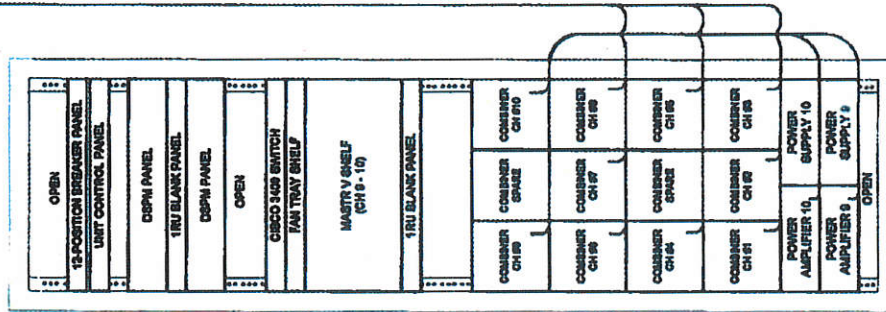
808.0875 - P25 CH9

DATE:	11/4/2014	REV:	20	EXPIRY OF PLAN:	12
Prepared by: M Caldwell Mount Lukens (ACWIR8- Basin ZONE) M820 B 10104 DCR Drawing					

Note:  
Jumper shown are proposed runs.  
Actual jumper positions are dependant on the  
rack assembly and will be documented in the  
As-Built drawings.  
Assembly will take place in Harris provided  
warehouse in LA County



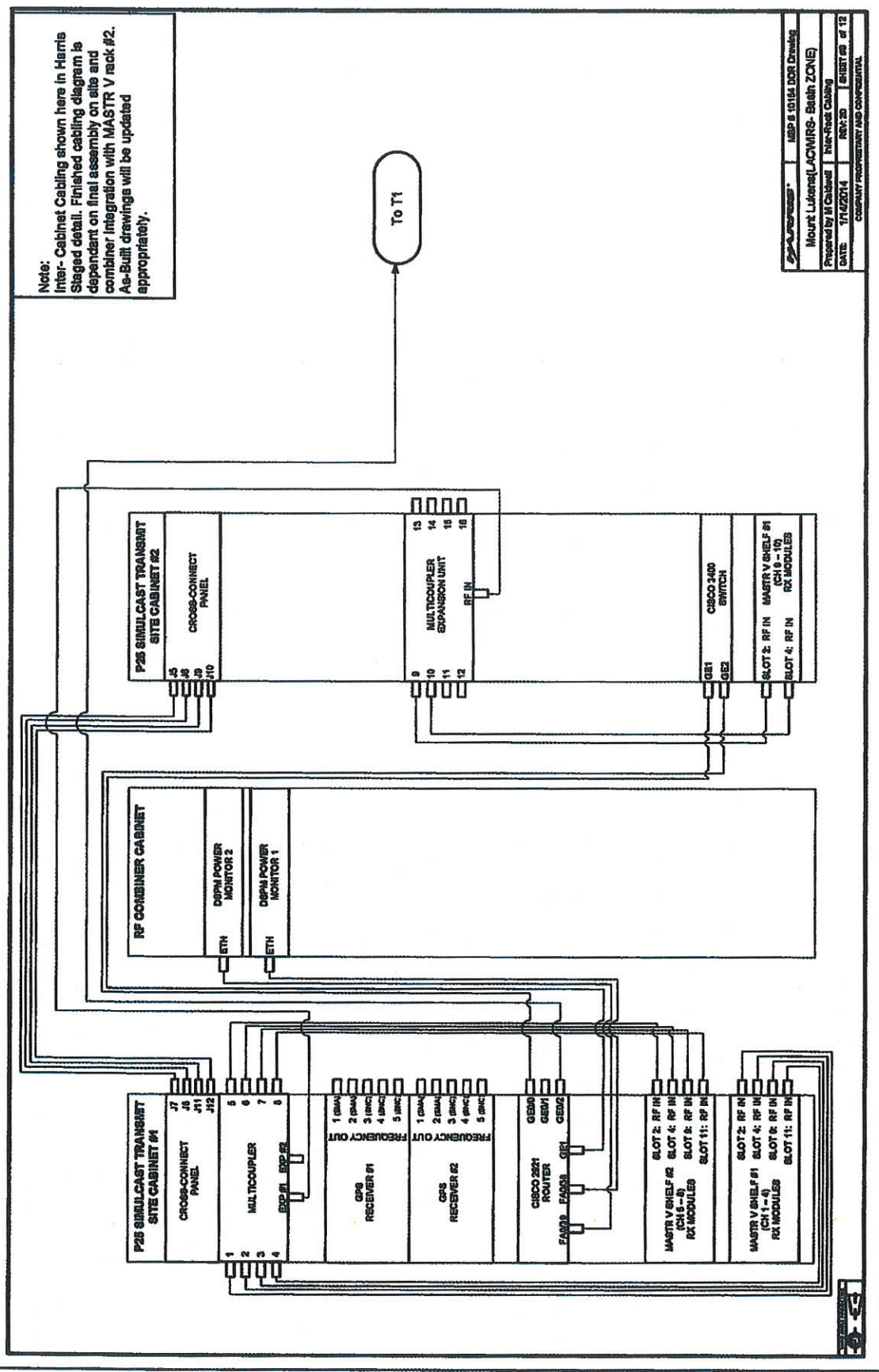
RACK #1 REAR



RACK #2 REAR

N male connectors at PA and Isolator Input,  
7/16 DIN connection at combiner output

Mount Licenser (ACHMRS- Basin ZONE)	17/12/2014	REV: 23	SHEET 18 of 12
Prepared by: M. Coland	17/12/2014	REV: 23	SHEET 18 of 12
DATE:	17/12/2014	REV: 23	SHEET 18 of 12
COMPANY PROPRIETARY AND CONFIDENTIAL			





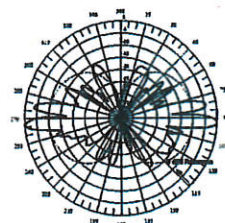
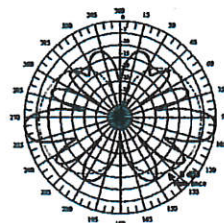
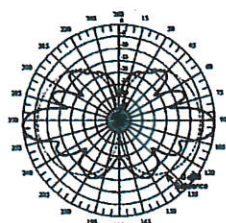
# 700-800 MHz Broadband Antennas with Beam Tilt (746-869 MHz) Fiberglass Omni

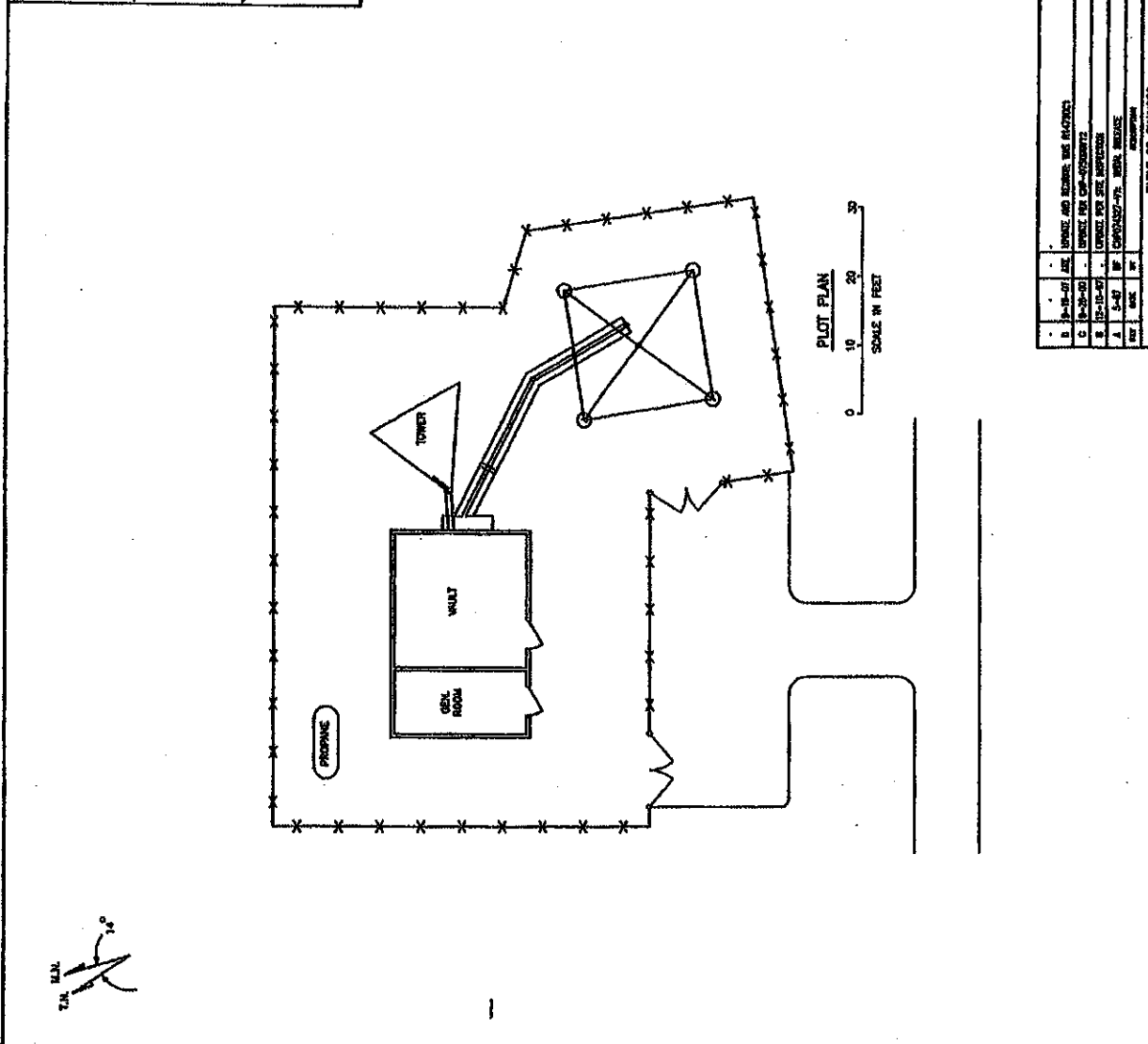
dbSpectra

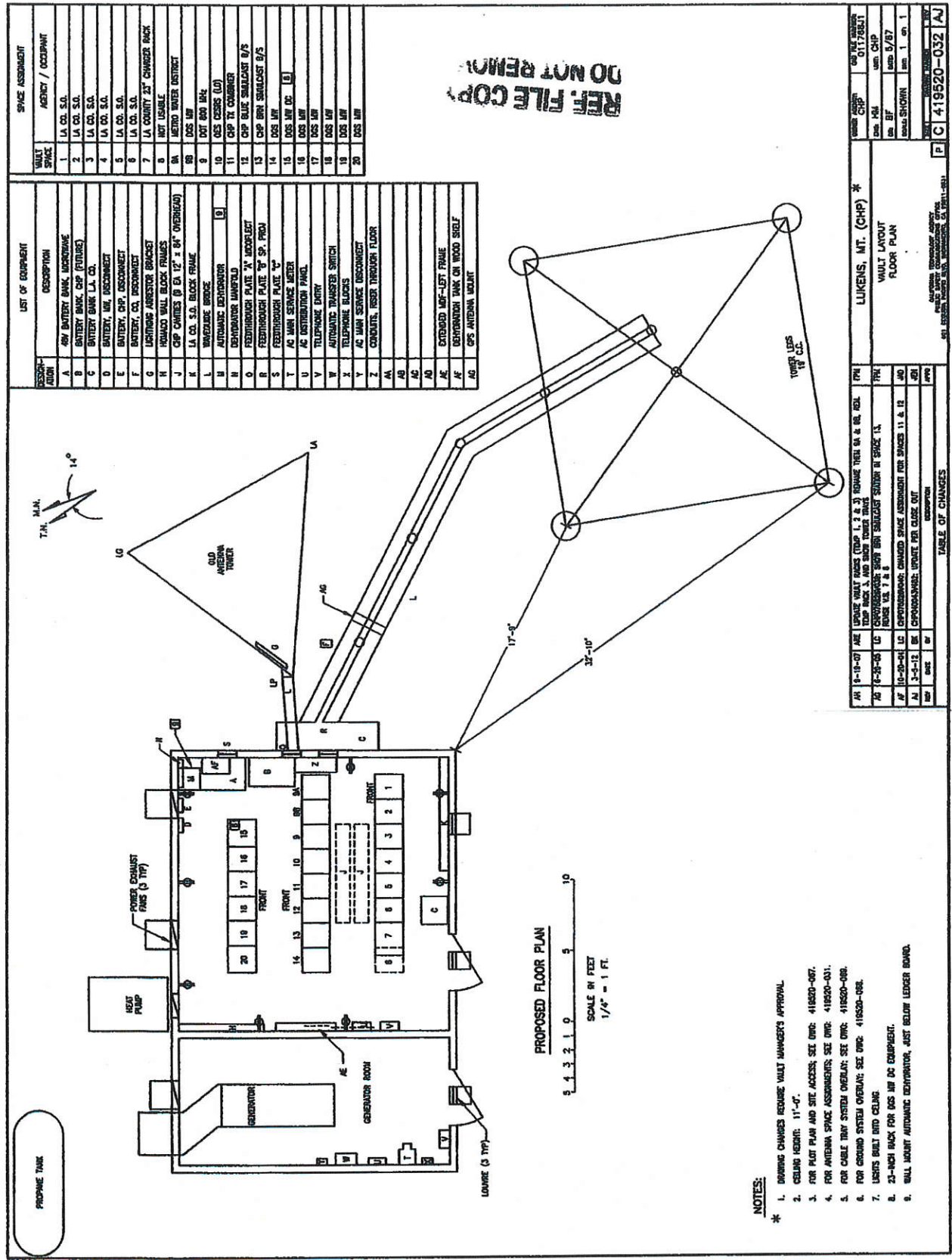
MODEL	DS7A06F36U3N	DS7A06F36U6N	DS7C10F36U3N	DS7C10F36U6N
Model with 7/16 DIN	DS7A06F36U3D	DS7A06F36U6D	DS7C10F36U3D	DS7C10F36U6D
Type	Omni	Omni	Omni	Omni
<b>ELECTRICAL SPECIFICATIONS</b>				
Frequency Range (MHz)	746-869	746-869	764-869	764-869
Bandwidth (MHz)	123	123	105	105
Power (Watts)	500	500	500	500
Gain (dBd)	6	6	10	10
Horizontal Beamwidth (degrees)	360	360	360	360
Vertical Beamwidth (degrees)	16	16	6	6
Beam Tilt (degrees)*	3 Down	6 Down	3 Down	6 Down
VSWR	1.5:1	1.5:1	1.5:1	1.5:1
PIM Rated Design	Yes	Yes	Yes	Yes
<b>MECHANICAL SPECIFICATIONS</b>				
Material/Construction	Brass/Copper	Brass/Copper	Brass/Copper	Brass/Copper
Input Connector	N(F)	N(F)	N(F)	N(F)
Temperature Range (degrees)	-30 to +60 C	-30 to +60 C	-30 to +60 C	-30 to +60 C
Flat Plate Area (ft <sup>2</sup> /m <sup>2</sup> )	1.28 / 0.12	1.28 / 0.12	2.4 / 0.22	2.4 / 0.22
Mounting Hardware - included	DSH2V3R	DSH2V3R	DSH3V3N	DSH3V3N
<b>DIMENSIONS</b>				
Length (ft/m)	7.6 / 2.3	7.6 / 2.3	14.5 / 4.4	14.5 / 4.4
Radome O.D. (in/cm)	3 / 7.62	3 / 7.62	3 / 7.62	3 / 7.62
Mast O.D. (in/cm)	3.2 / 8.13	3.2 / 8.13	3.2 / 8.13	3.2 / 8.13
Net Weight - without bracket (lb/kg)	25 / 11.3	25 / 11.3	37 / 16.8	37 / 16.8
Shipping Weight (lb/kg)	37 / 16.78	37 / 16.78	47 / 21.3	47 / 21.3

\*Beam uptilt is available for inverted antenna mounting.

VERTICAL PATTERN	DS7A06F36U3N	DS7A06F36U6N	DS7C10F36U3N
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**NOTES:**

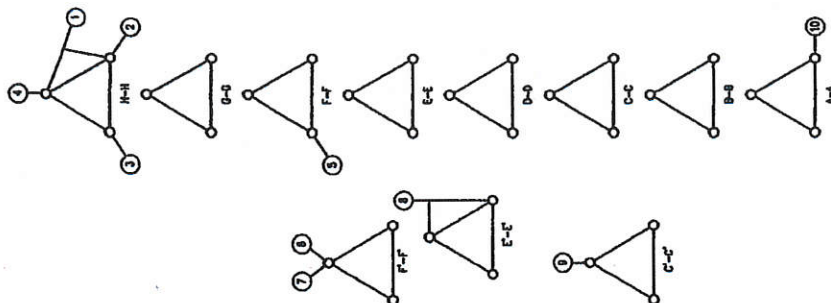
1. DOWING CHANGES REQUIRE VAULT MANAGER'S APPROVAL.
2. CEILING HEIGHT: 11'-0".
3. FOR FLOOR PLAN AND SITE ACCESS: SEE DWG: 419520-087.
4. FOR ANTENNA SPACE ASSIGNMENT: SEE DWG: 419520-031.
5. FOR CABLE TRAY SYSTEM OVERLAY: SEE DWG: 419520-088.
6. FOR GROUND SYSTEM OVERLAY: SEE DWG: 419520-088.
7. LIGHTS BUILT INTO CEILING.
8. 24-INCH BACK FOR DOG HOLE COMPARTMENT.
9. WALL MOUNT AUTOMATIC DEHYDRATOR, JUST BELOW LEDGER BOARD.

REF: FILE COPY  
DO NOT REMOVE

LIST OF EQUIPMENT		SPACE ASSIGNMENT	
SECTION	DESCRIPTION	VOLTS	WATTAGE / OCCUPANT
A	800 BATTERY BANK, UNDERGROUND	1	1A CO. S.A.
B	800 BATTERY BANK, CHP (UNDER)	2	1A CO. S.A.
C	800 BATTERY BANK, L.A. CO.	3	1A CO. S.A.
D	BATTERY, CHP, DISCONNECT	4	1A CO. S.A.
E	BATTERY, CHP, DISCONNECT	5	1A CO. S.A.
F	BATTERY, CHP, DISCONNECT	6	1A CO. S.A.
G	LIGHTING, ARRESTOR BRACKET	7	1A CO. S.A.
H	800000 WALL BLOCK FRAMES	8	NOT USABLE
I	CHP CHIMNEY (8' x 12' x 8' W/HEAD)	9A	METRO WATER DISTRICT
J	LA CO. S.O. BLOCK FRAME	9B	DOS MIF
K	WATERMATIC BRIDGE	10	DOS MIF
L	AUTOMATIC DEHYDRATOR	11	DOS MIF
M	DEHYDRATOR W/STANDARD	12	DOS MIF
N	FEEDTHROUGH PLATE "X" DISCONNECT	13	DOS MIF
O	FEEDTHROUGH PLATE "Y" SP. PROH.	14	DOS MIF
P	FEEDTHROUGH PLATE "Z"	15	DOS MIF
Q	AC MAIN SERVICE METER	16	DOS MIF
R	AC DISTRIBUTION PANEL	17	DOS MIF
S	TELEPHONE ENTRY	18	DOS MIF
T	AUTOMATIC TRANSFER SWITCH	19	DOS MIF
U	TELEPHONE BLOCKS	20	DOS MIF
V	AC MAIN SERVICE DISCONNECT		
W	CONDUITS, RISER THROUGH FLOOR		
X	CONDUITS, RISER THROUGH FLOOR		
Y	CONDUITS, RISER THROUGH FLOOR		
Z	CONDUITS, RISER THROUGH FLOOR		
AA	CONDUITS, RISER THROUGH FLOOR		
AB	CONDUITS, RISER THROUGH FLOOR		
AC	CONDUITS, RISER THROUGH FLOOR		
AD	CONDUITS, RISER THROUGH FLOOR		
AE	EXTENDED MIF-LEFT FRAME		
AF	DEHYDRATOR TANK ON WOOD SELF		
AG	GPS ANTENNA MOUNT		

LUMENS, MT. (CHP) *		DATE	BY
VOLTAGE		DATE	BY
WATTAGE		DATE	BY
OCCUPANT		DATE	BY
FLOOR PLAN		DATE	BY
TABLE OF CHANGES		DATE	BY
C 419520-032 AJ		DATE	BY





AIRC. NO.	AGENCY	FREQUENCY		ANTENNA TYPE	WFO.	MODEL #	ANTENNA HEIGHT (FT)		YEAR INST.	PATH
		TX (MHz)	RX (MHz)				ABOVE SUPPORT	BELOW SUPPORT		
1	CHP	42.50	42.82	QJAB	HOED	QJAB1A	80	12	4	68
2	TEST ANTENNA						80			
3	DOT	382.0075	823.0075	ALS 4B QJAB	HOED	BQD 8007	80	7	2000	
4	I.A. S.O. CH. 57	479.4575	473.9575	QJAB	CEJABWE	PO 765	80	20	3	68
5	OES. CH25	151.75	154.800	QJAB	CEJABWE	PO 220	60	20	2	67
6	I.A. S.O. CH. 18	433.0075	None	QJAB	CEJABWE	PO 755	52	20	3	68
7	I.A. S.O. CH. 1 443.975 CH. 51 443.575 CH. 59 463.175	None	None	QJAB	CEJABWE	PO 755	52	20	3	68
8	CHP	42.34	42.10	QJAB	P9	83F	42	12	2	63
9	I.A. S.O.	None	None	QJAB	CEJABWE	PO 765	20	20	3	68
10	I.A. S.O.	60 MHz	60 MHz	QJAB	SPECTRUM	QJAB1A	10	1	1/2	68

DO NOT RE-ASS.

1. DRAWING CHANGES REQUIRE VALLI MANAGERS APPROVAL
2. FOR PLOT PLAN AND SITE ACCESS SEE DMS: 418520-007.
3. LIGHTING ARRESTOR BRACKET INSTALLED ON THE TOWER
4. LA S.D. - RE FREDS:  
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C1 16- 468.5375  
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**REF. FILE COPY  
DO NOT REMOVE**

7. ANTENNA/OSK MECHANICAL TILT  
A. POSITIVE DEGREES DEVIATES UP/RT  
B. NEGATIVE DEGREES DEVIATES DOWN/LL

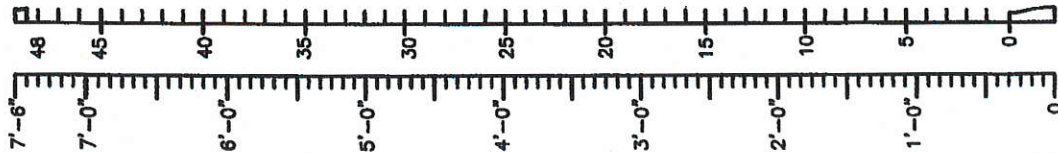


7	10-11-61	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100									
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100

10





FARINON -48 VDC FUSE PNL	
DR03	DR04
FARINON DVM6-45	FARINON DVM6-45
PATH TO LARTMC (CLA)	PATH TO LARTMC (CLA)
LA HABRA PK TX: 6765 RX: 6805	TX: 6256.54 RX: 5945.20
FARINON RADIO CABINET	
FARINON DVM6-45 MUX FOR DR03 #029	
FARINON DVM6-45 MUX FOR DR03 #029	
FARINON DTE MODEM FOR DR03	
FARINON EVA #029 ALM/CNTL EXTENDER W/ 2 I/O CONVERTERS	
BADGER REMOTE #8063 (BR01)	
BADGER REMOTE #8064 (BR02)	
BADGER REMOTE #8065 (BR03)	
BADGER REMOTE #8066 (BR04)	

DR03, DR04  
DR01  
DR03, DR04  
SITE 1  
SITE 2

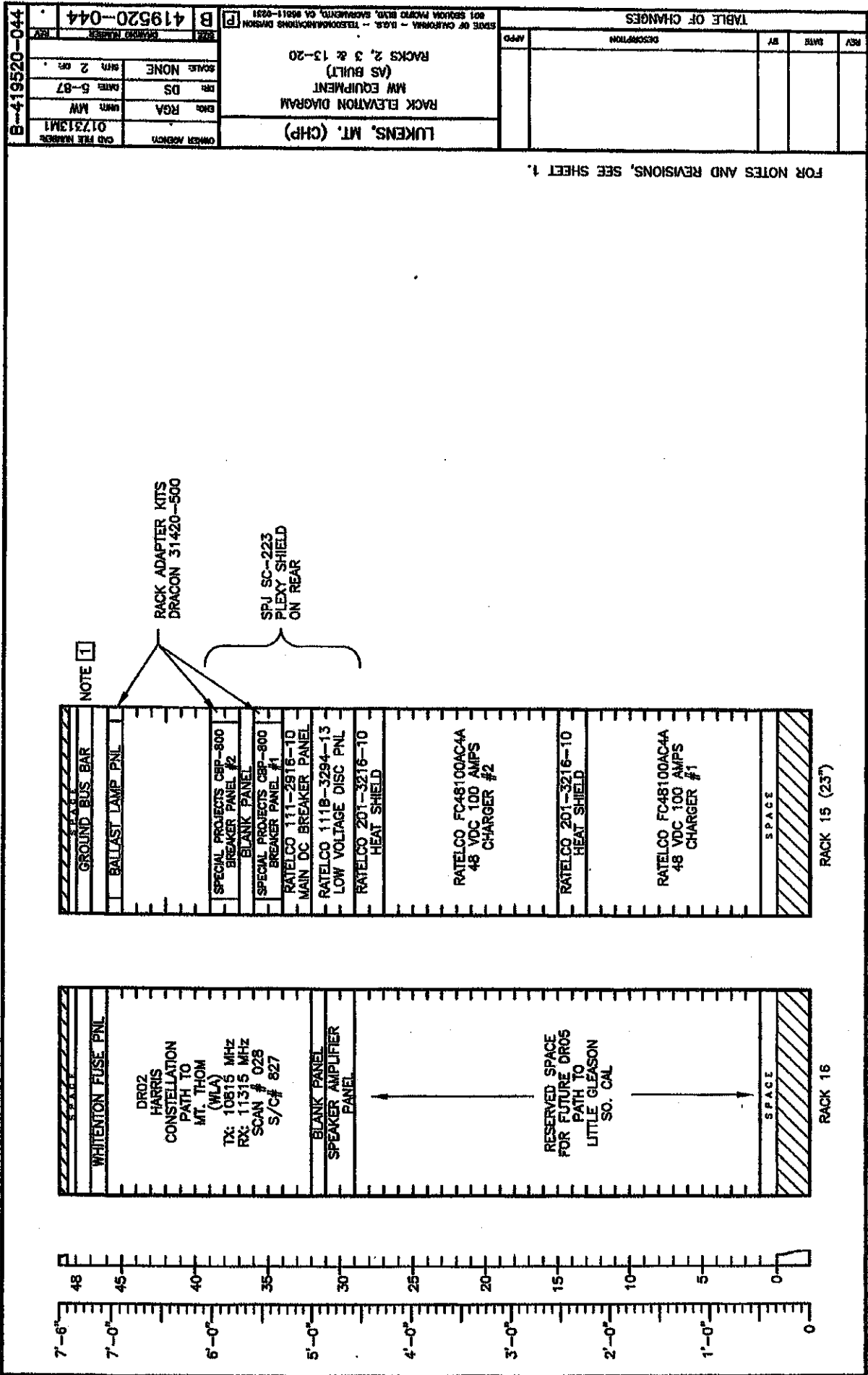
WHITENTON -48 VDC FUSE PNL	
SPJ TIG-111 PANEL	
FARINON FAN PANEL	
FARINON DVM45 MUX FOR DR04 #030	
FARINON DTE MODEM FOR DR04	
DX07: DR04 TO LARTMC ADC DSK-1C/28A	
DX01: XS02, PORTS 1-32 ADC DTM-1C0001	
DX02: XS02, PORTS 33-64 ADC DTM-1C0001	
DX03: PSN CH BANKS & SIM ADC DSK-1C/28A	
DX04: DR01 TO LOS PINETOS ADC DSK-1C/28A	
DX05: DR02 TO MT THOM ADC DSK-1C/28A	
DX06: DR03 TO LA HABRA PK ADC DSK-1C/28A	

TELLABS 82-82110 FUSE & ALARM PANEL	
RATLCO 201-3492-00 HEAT SHIELD	
TELLABS DCS 530B 16 PORT SHELF #4 (PES 4)	
PORTS 49-64	
TELLABS DCS 530B 16 PORT SHELF #3 (PES 3)	
PORTS 33-48	
XS02: TRAFFIC TELLABS DCS 530A COMMON EQUIPMENT SHELF (CES)	
TELLABS DCS 530B 16 PORT SHELF #2 (PES 2)	
PORTS 17-32	
TELLABS DCS 530B 16 PORT SHELF #1 (PES 1)	
PORTS 1-16	
PSN APS SHELF	
PSN PPS SHELF	
FC03 PSN FC04	
FC01 PSN FC02	
PSN RESERVED	
BT-170: SHELF FOR DSM-111 SPLITTERS	

FARINON -48 VDC FUSE PNL	
DR01	
FARINON DVM6-45	
PATH TO LOS PINETOS (WLA)	
TX: 6825 RX: 6665	
FARINON RADIO CABINET	
FARINON DVM6-45 MUX FOR DR01 #027	
FARINON DTE MODEM FOR DR01	
FARINON EVA #027 ALM/CNTL EXTENDER W/ 2 I/O CONVERTERS	

- NOTES:
1. -48V COMMON BUS BAR MOUNTED ON REAR.
  2. THIS DWG. REPRESENTS "AS BUILT" VAULT CONDITIONS. APPLY ANY NEW DESIGN CHANGES TO "PROPOSED" RACK ELEVATION DIAGRAM. FOR "PROPOSED" RACK ELEVATION DIAGRAM: SEE DWG 419520-079.
  3. ALL SOUTH VALLEY BASEBAND DEVICES HAVE BEEN DISABLED. THESE WILL BE REMOVED BY UPCOMING WORK PACKAGES.

TABLE OF CHANGES			
REV	DATE	BY	DESCRIPTION
AM	5-16-07	DC	DJM 151001-0707: UPDATE PSN EQUIP.
AP	9-6-07	NA	DCM12729M002: INSTALL BADGER 1771 IN RACK 2.
AP	9-6-07	NA	RACK 2 SH 3.
AP	9-6-07	NA	DCM12729M002: ADD HUBBING MODULE & BLACK BOX TO RACK 2 SH 3.
AD	3-4-08	CH	REMOVE REMOTE HUBBING MODULE & 289 CONVERTER (SH 3)
AD	3-4-08	CH	RACK, MODEL & 1771 TO BOX STRINGS.
AD	3-19-08	DC	DCM12729M002: REMOVE HUBBING MODULE BLACK BOX
STATE OF CALIFORNIA - D.S. - TELECOMMUNICATIONS DIVISION 801 SERENO PARKWAY BLVD. SUITE 100, CA 95911-0291			
LUKENS, MT. (CHP)			
RACK ELEVATION DIAGRAM			
MM EQUIPMENT			
RACKS 2, 3 & 13-20			
SHEET NUMBER			
SHEET 1 OF 3			
DATE: 4-80			
DRAWN: JM			
CHECKED: PN			
CNO FILE NUMBER: 012167R1			
B-419520-044 AR			



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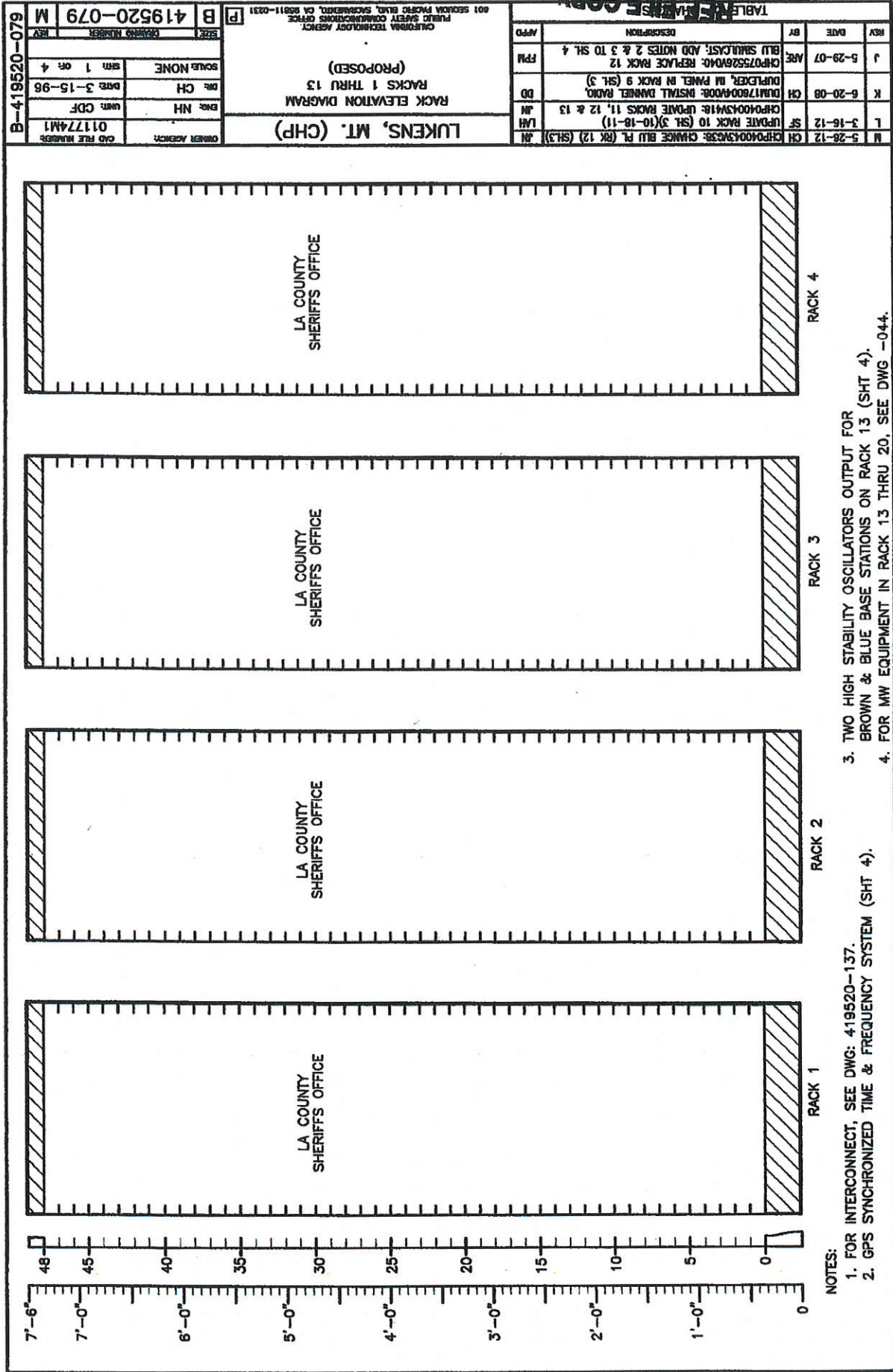




TABLE OF CHANGES		REV		DATE	BY	DESCRIPTION	APPD
1	.	.	.	.	.	.	.
2	.	.	.	.	.	.	.
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**LUKENS, MT. (CHP)**

**RACK ELEVATION DIAGRAM**

**RACKS 1 THRU 13**

**(PROPOSED)**

CALIFORNIA TELEPHONE AGENCY  
PUBLIC SAFETY COMMUNICATIONS DIVISION  
801 SOUTH PACIFIC BLVD. SACRAMENTO, CA 95811-0231

**OWNER AGENCY:** 01172661

**DATE:** NH

**DATE:** CH

**DATE:** 3-15-96

**DATE:** 2 ON

**PROJECT NUMBER:** 419520-079

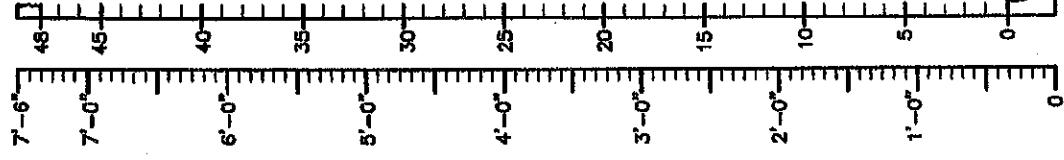
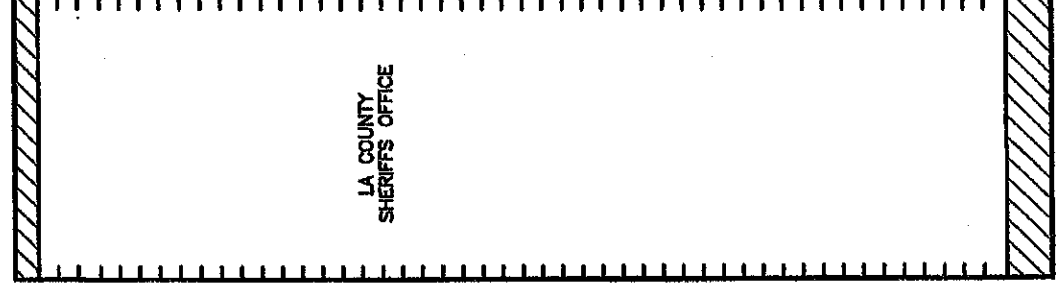
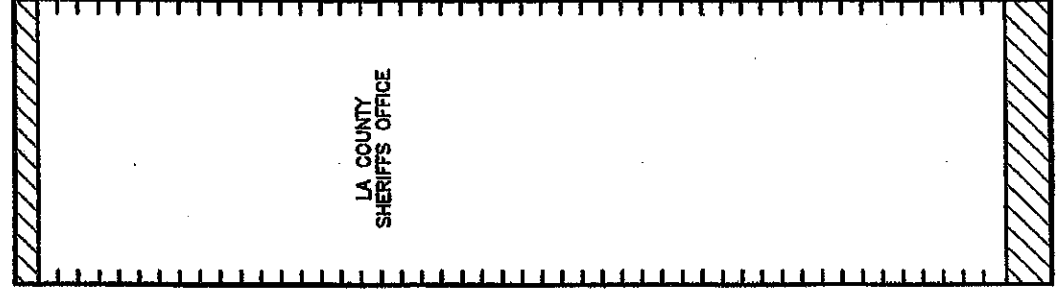
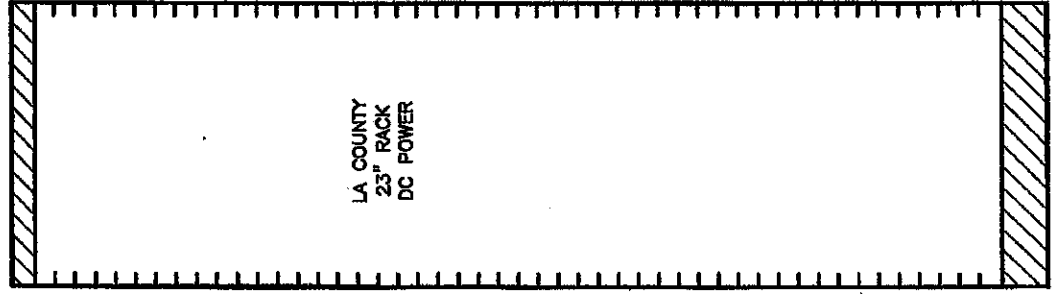
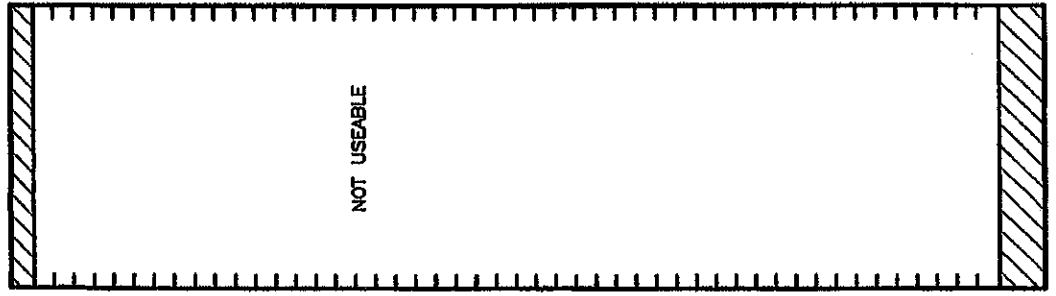
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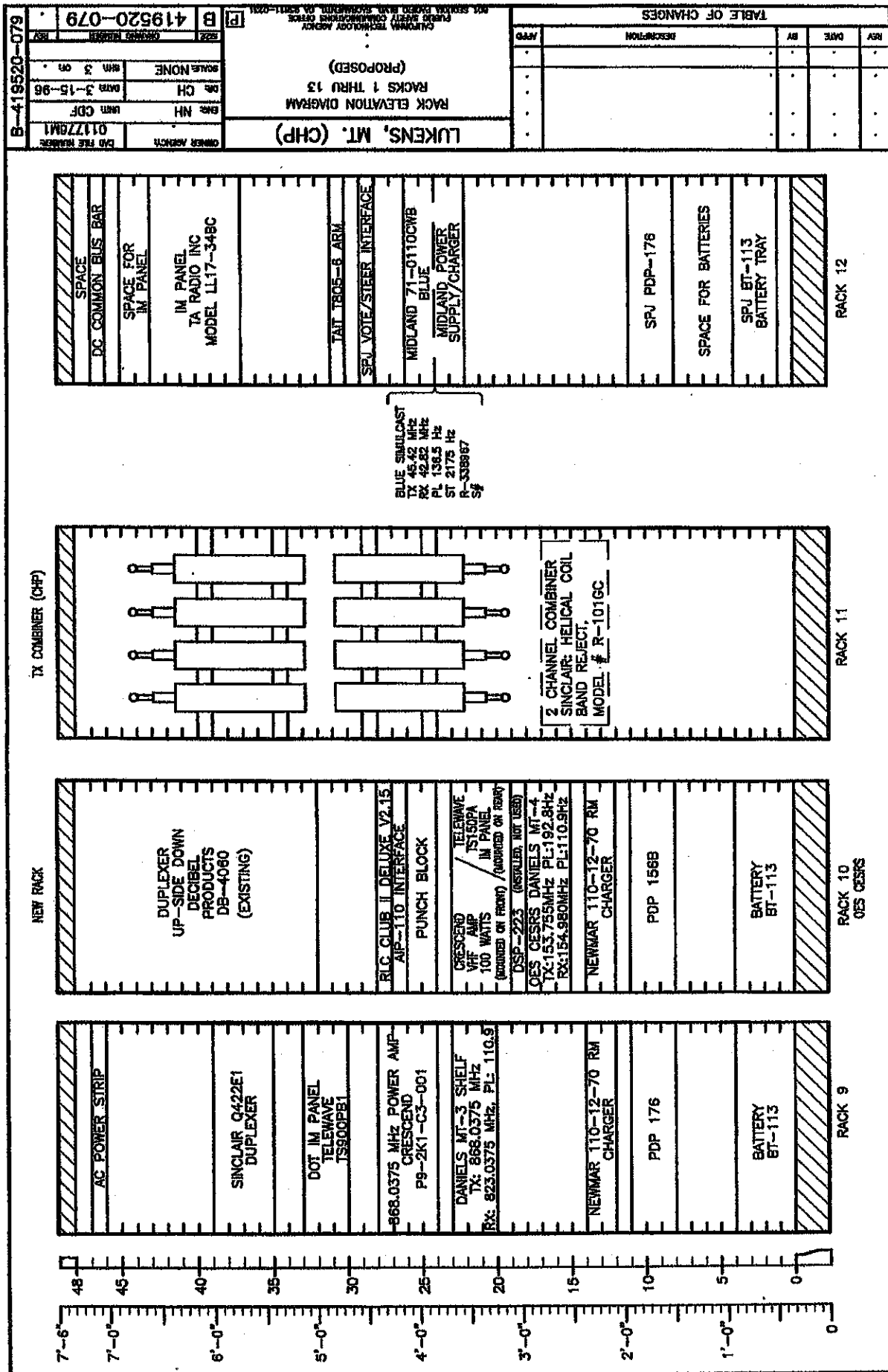
**PROJECT NUMBER:** 419520-079

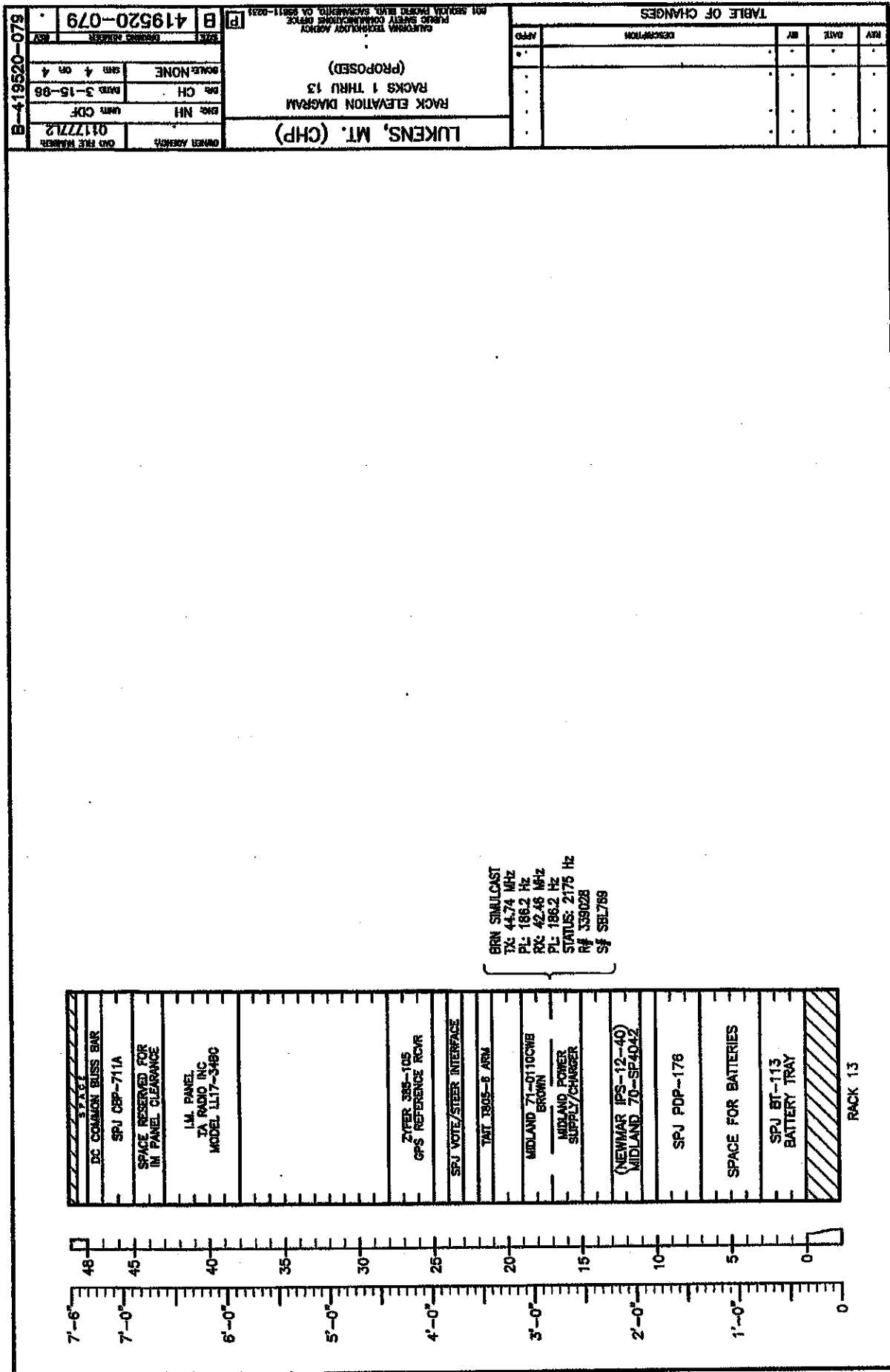
**REV:**

**PROJECT NUMBER:** 419520-079

**REV:**



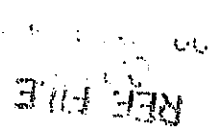










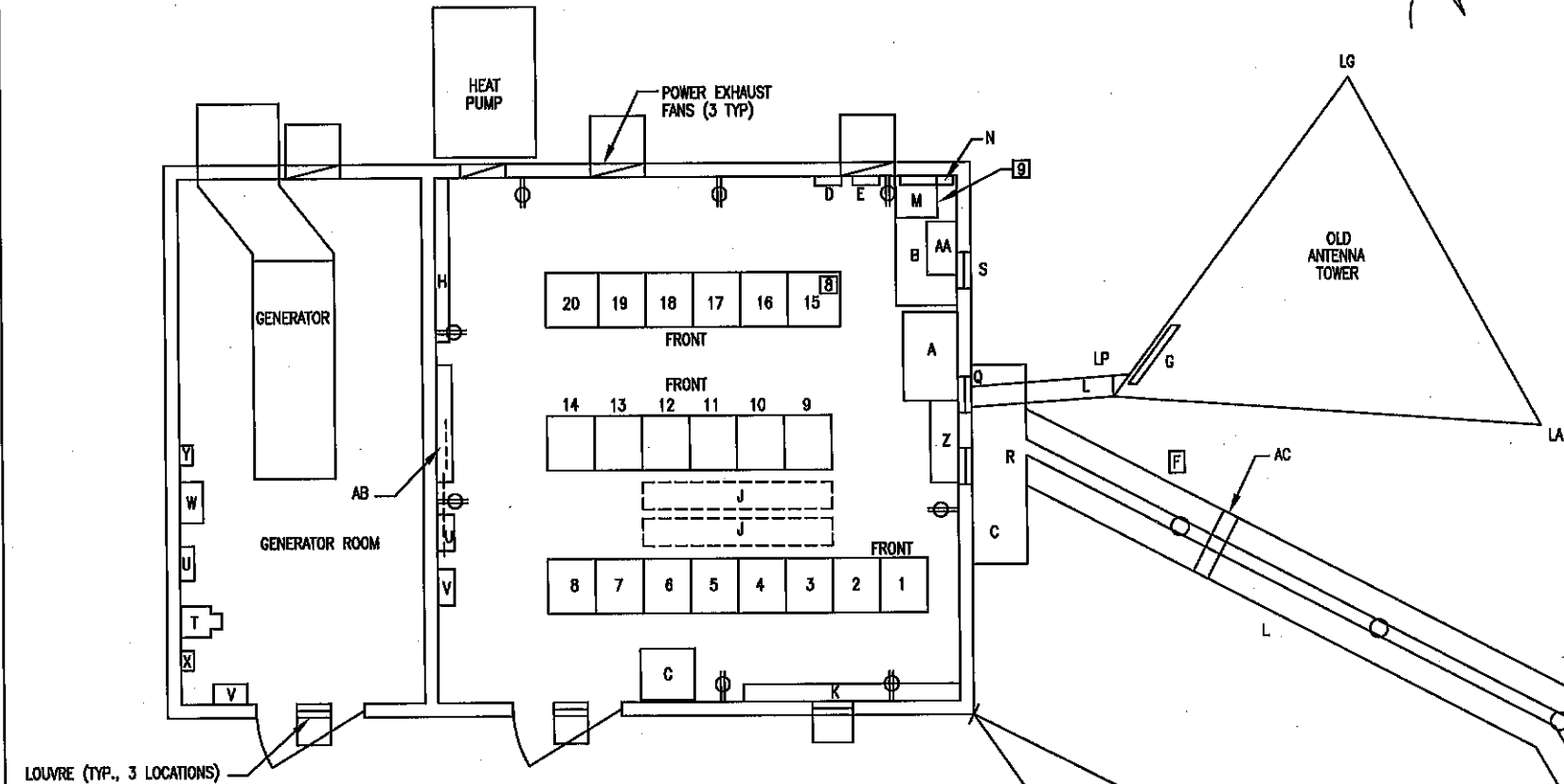


1. FOR PLOT PLAN AND SITE ACCESS SEE DWG. 419820-087.
2. FOR FLOOR PLAN, SEE DWG. 419820-032.
3. FOR ANTENNA SPACE ASSIGNMENT SEE DWG. 419820-031.

[illegible]



PROPANE TANK



PROPOSED FLOOR PLAN  
5 4 3 2 1 0 5 10  
SCALE IN FEET  
1/4" = 1 FT.

- NOTES:
- \* 1. DRAWING CHANGES REQUIRE VAULT MANAGER'S APPROVAL.
  - 2. CEILING HEIGHT: 11'-0".
  - 3. FOR PLOT PLAN AND SITE ACCESS; SEE DWG: 419520-067.
  - 4. FOR ANTENNA SPACE ASSIGNMENTS; SEE DWG: 419520-031.
  - 5. FOR CABLE TRAY SYSTEM OVERLAY; SEE DWG: 419520-069.
  - 6. FOR GROUND SYSTEM OVERLAY; SEE DWG: 419520-068.
  - 7. LIGHTS BUILT INTO CEILING.
  - 8. 23-INCH RACK FOR DGS MW DC EQUIPMENT.
  - 9. WALL MOUNT AUTOMATIC DEHYDRATOR, JUST BELOW LEDGER BOARD.

LIST OF EQUIPMENT	
DESIGNATION	DESCRIPTION
A	48V BATTERY BANK, MICROWAVE
B	BATTERY BANK, CHP (FUTURE)
C	BATTERY BANK L.A. CO.
D	BATTERY, MW, DISCONNECT
E	BATTERY DISCONNECT, CHP
F	BATTERY DISCONNECT, COUNTY
G	LIGHTNING ARRESTOR BRACKET
H	HOMACO WALL BLOCK FRAMES
J	CHP CAVITIES (9 EA 12" x 84" OVERHEAD)
K	LA CO. S.O. BLOCK FRAME
L	WAVEGUIDE BRIDGE
M	AUTOMATIC DEHYDRATOR
N	DEHYDRATOR MANIFOLD
Q	FEEDTHROUGH PLATE "A" MICROFLECT
R	FEEDTHROUGH PLATE "B" SP. PROJ
S	FEEDTHROUGH PLATE "C"
T	AC MAIN SERVICE METER
U	AC DISTRIBUTION PANEL
V	TELEPHONE ENTRY
W	AUTOMATIC TRANSFER SWITCH
X	TELEPHONE BLOCKS
Y	AC MAIN SERVICE DISCONNECT
Z	CONDUITS, RISER THROUGH FLOOR
AA	DEHYDRATOR TANK ON WOOD SHELF
AB	EXTENDED MDF-LEFT FRAME
AC	GPS ANTENNA MOUNT

SPACE ASSIGNMENT	
VAULT SPACE	AGENCY / OCCUPANT
1	LA CO. S.O.
2	LA CO. S.O.
3	LA CO. S.O.
4	LA CO. S.O.
5	LA CO. S.O.
6	LA CO. S.O.
7	LA CO.
8	LA CO. I.S.D.
9	DOT 800 MHz
10	OES CESRS (LG)
11	CHP TAC 1 & 700/800 MHz
12	CHP BLUE SIMULCAST B/S
13	CHP BRN SIMULCAST B/S
14	DGS MW
15	DGS MW DC
16	DGS MW
17	DGS MW
18	DGS MW
19	DGS MW
20	DGS MW

REV	DATE	BY	DESCRIPTION	APPROVED
AN	11-30-18	MZ	CHP189537002: ADD TAC1 & 700/800 MHz TEMP RACK 3, AND SHOW TOWER TRAYS	ML
AM	10-24-18	SF	REPLACE DCM BATTERY BANK	RJD
AL	7-31-15	BK	REMOVE TEMP RACKS 9A & 9B W/PATH TO LITTLE GLEASON; CORRECT LOCATIONS FOR MW & VHF BATTERY BANKS	JAH
AK	4-10-14	BK	UPDATE RACKS #7 & #8 USED BY L.S. COUNTY	SD
REV	DATE	BY	DESCRIPTION	APPROVED

TABLE OF CHANGES

LUKENS, MT. (CHP) \*

VAULT LAYOUT  
FLOOR PLAN

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES  
PUBLIC SAFETY COMMUNICATIONS  
801 SEQUOIA PACIFIC BLVD, SACRAMENTO, CA 95811-0231

OWNER AGENCY CHP	CAD FILE NUMBER 011768AN1
ENG: HM	UNIT: CHP
DR: BF	DATE: 5/87
SCALE: SHOWN	SHT: 1 OF 1
SIZE: C	DRAWING NUMBER: 419520-032
REV: AN	

S	1-17-20	MZ	CORRECT ANTENNA #2 DATA PER L.A. COUNTY LEASE RENEWAL DATED 6-7-18	SO	<b>LUKENS, MT. (CHP) *</b>  ANTENNA SPACE ASSIGNMENT 120' 4-LEG TOWER TOWER #2 (NEW)	OWNER AGENCY	042 FILE NUMBER
R	12-07-18	AT	CHP1805370001: ADD ANT #18 & #28 UPDATE ANTENNA #225 FREQUENCIES. (4-15-19)	ML		WFO: RB	02694551
P	10-6-17	MZ	CHANGE ANT. 2-7 TO PSG, REMOVE ANT. 1, 5-11, 16, 17, ADD ANT. 23	JP		DIR: DC	DATE: 7-31-02
N	5-7-18	NM	ADD NOTE 9 TO DOCUMENT GLEASON USH STILL INSTALLED	JHH		SCALE: NONE	WHI: 1 ON 1
REV	DATE	BY	DESCRIPTION	APPD			
<b>TABLE OF CHANGES</b>							
CALIFORNIA GOVERNMENT'S OFFICE OF EMERGENCY SERVICES PUBLIC SAFETY COMMUNICATIONS NOT BEARING FINANCIAL BURDEN INCURRED, OR SUSPENSE-2024							
						P	STATE 419520-146

## BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	3/17/2021	
<b>BOARD MEETING</b>	4/6/2021	
<b>DELEGATED AUTHORITY BOARD LETTER</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	All Supervisorial Districts	
<b>DEPARTMENT</b>	Department of Human Resources (DHR)	
<b>SUBJECT</b>	Approval of Retroactive Contract Amendment for Unemployment Insurance Claims Third-Party Administrative Services with TALX Corporation, Provider of Equifax Workforce Solutions	
<b>PROGRAM</b>		
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: The Board-approved contract with TALX was the result of a competitive solicitation. There are no extensions available. The extension is needed to ensure service continuity of these essential and mandated services during the Coronavirus pandemic.	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The contract expired on January 31, 2021.	
<b>COST &amp; FUNDING</b>	Total cost: \$22,725      for      one-year extension	Funding source: Costs are billed to departments utilizing the services.
	TERMS (if applicable):	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	DHR's contract with Equifax for unemployment claims administration expired on January 31, 2021. The extension is of critical nature and an urgent necessity, in order to provide necessary services to employees filing unemployment compensation benefits insurance claims upon termination of employment or reduction of hours. This extension will prevent any gap in provision of services while also allowing DHR time to re-solicit for replacement services via a Request for Proposals (RFP).	
<b>BACKGROUND (include internal/external issues that may exist)</b>	DHR received one response from the release of its IFB, from the current contractor, Equifax, which did not request any changes in the standard County contract. The Board approved the new contract before the previous contract's expiration date. However, approximately two weeks prior to contract expiration, Equifax returned an extensively redlined version of the contract, including rewrites and deletions of County standard contract language, to which the County could not agree. Equifax has agreed to a one-year extension of the previous contract at the same terms, effective February 1, 2021 to January 31, 2022, upon approval by the Board.	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	Name, Title, Phone # & Email: <ul style="list-style-type: none"> <li>• Maggie Martinez, Assistant Director</li> <li>• (213) 351-2921</li> </ul>	





**LISA M. GARRETT**  
DIRECTOR OF PERSONNEL

# COUNTY OF LOS ANGELES

## DEPARTMENT OF HUMAN RESOURCES

HEADQUARTERS  
KENNETH HAHN HALL OF ADMINISTRATION  
500 W. TEMPLE STREET, ROOM 579 • LOS ANGELES, CALIFORNIA 90012  
(213) 974-2406 • FAX (213) 621-0387

BRANCH OFFICE  
3333 WILSHIRE BOULEVARD • LOS ANGELES, CALIFORNIA 90010  
(213) 738-2211 • FAX (213) 637-0821

April 6, 2021

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

Dear Supervisors:

**APPROVAL OF RETROACTIVE CONTRACT AMENDMENT FOR UNEMPLOYMENT  
INSURANCE CLAIMS THIRD-PARTY ADMINISTRATIVE SERVICES WITH TALX  
CORPORATION, PROVIDER OF EQUIFAX WORKFORCE SOLUTIONS  
(ALL DISTRICTS – 3 VOTES)**

**SUBJECT**

Approve retroactive amendment to the contract with TALX Corporation, provider of Equifax Workforce Solutions (Equifax) for third-party administrative services to County employees filing unemployment compensation benefits insurance claims upon termination of employment or reduction of hours. The term of the extension will be one year, effective February 1, 2021 to January 31, 2022.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chair to sign the attached amendment to the contract (Attachment I) with Equifax (Contract No. 77904) for unemployment insurance claims administrative services for the County of Los Angeles, effective February 1, 2021, for one year through January 31, 2022, at a total annual contract cost not to exceed \$22,725 and a total nine-year Contract cost of \$199,341.
2. Delegate authority to the DHR Director of Personnel, or her designee, to execute amendments to the Contract to add, delete and/or change certain non-substantive terms and conditions as well as terms and conditions required by the Board or the Chief Executive Office, and to maintain compliance with applicable laws, subject to review and approval as to form by County Counsel.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

DHR's contract with Equifax for unemployment claims administration expired on January 31, 2021. Approval of the contract extension will ensure continued administration of unemployment insurance claims.

Due to the reasons set forth below under "CONTRACTING PROCESS," this is a retroactive contract extension. In accordance with Board Policy 5.015 (Timely Submission of Contracts for Board Approval) and the Board's Retroactive Contract Review Committee (RCRC) Procedures Section 4.1.1, DHR will make a presentation to the Retroactive Contract Review Committee (RCRC) subsequent to Board approval to discuss the factors that led to the retroactive situation. The virtual meeting with RCRC members and departmental representatives is tentatively scheduled for Wednesday, May 5, 2021 from 10:30 – 11:30 am. DHR will summarize the outcome of the RCRC meeting and provide a Board memo to the RCRC Chairperson for final review and approval prior to sending it to the Board.

The County has used the services of a third-party administrator (TPA) to provide comprehensive unemployment insurance claims administration since January 1978. Unemployment insurance claims administration includes: comprehensive claims administration, auditing of charges and credits for claims reported by the State of California Employment Development Department, representation at hearings before the State of California Unemployment Insurance Appeals Board, record keeping, comprehensive reporting, and conducting training seminars for County human resources personnel.

The services provided under this contract are of critical nature and essential for the County to provide administrative services to County employees filing unemployment compensation benefits insurance claims upon termination of employment or reduction of hours. Unemployment insurance claims administration services must be performed by an outside TPA because the County does not have, and could not develop at a reasonable cost, the expertise and reporting systems to perform these services. Equifax is a multi-state unemployment insurance claims administrator.

### **Implementation of Strategic Plan Goals**

The recommended action is consistent with the principles of the Countywide Strategic Plan Goal III.3 – Operational Effectiveness, Fiscal Responsibility, and Accountability by ensuring that County employees filing claims for unemployment compensation benefits upon termination of employment or reduction of hours receive the benefits they are entitled to in a timely and efficient manner. The Contract will also ensure that claims are processed in a fiscally responsible manner, in accordance with the intended provisions of the County Code.

### **FISCAL IMPACT/FINANCING**

Under the Contract, Equifax is paid a fixed annual fee of \$22,725 for all services. The fixed annual fee to be paid to Equifax for the one-year extension is \$22,725. The total contract maximum will increase from \$176,616 to \$199,341. Funding for this contract is included in the Fiscal Year 2020-2021 adopted budget and will be included in budget requests for

subsequent years. The contract extension has no cost of living adjustments.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

This Contract extension, effective February 1, 2021, upon Board approval, will provide TPA administration of unemployment insurance claims services to assist the County in meeting its legal responsibilities to extend unemployment compensation benefits to County employees and to control unemployment insurance claims costs by reducing administrative costs and providing recommendations to improve results. The contract term is nine years, through January 31, 2022.

County Counsel has approved the Amendment as to form. DHR has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract extension.

### **CONTRACTING PROCESS**

On August 10, 2020, DHR released an Invitation for Bids (IFB) for Unemployment Insurance Claims Administrative Services and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" website. In addition, notifications were sent to 127 management services vendors registered with the County, and a link to the IFB was sent to three vendors that DHR researched and identified as providers of unemployment insurance TPA services for organizations of a size comparable to the County. No bids were received in response to the initial IFB.

DHR released another IFB on September 15, 2020 and received one response, from the current contractor, Equifax, which did not request any changes in the standard County contract. This bid was reviewed by DHR and determined to be responsive and responsible in meeting the minimum requirements of the IFB. The Board approved the new contract before the previous contract's expiration date. However, approximately two weeks prior to contract expiration, Equifax returned an extensively redlined version of the contract, including rewrites and deletions of County standard contract language, to which the County could not agree. Equifax has agreed to a one-year extension of the previous contract at the same terms, effective February 1, 2021 to January 31, 2022, upon approval by the Board. The extension is of critical nature and an urgent necessity, in order to provide necessary services to employees filing unemployment compensation benefits insurance claims upon termination of employment or reduction of hours. This extension will prevent any gap in provision of services while also allowing DHR time to re-solicit for replacement services via a Request for Proposals (RFP).

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There is no impact on current services. The Contract extension with Equifax provides for the continuation of all existing unemployment insurance claims services.

### **CONCLUSION**

The Honorable Board of Supervisors  
Page 4  
April 6, 2021

Upon approval by the Board, please return three adopted copies of this Board letter to DHR. It is requested that the Executive Officer notify DHR's Administrative Services Division at (213) 974-1454 when the documents are available.

Respectfully submitted,

LISA M. GARRETT  
Director of Personnel

LMG:PAM:MGM  
:BK:MA:tdb

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

Board letter for Unemployment Insurance TPA Services Amendment Two 4/6/21

**COUNTY OF LOS ANGELES DEPARTMENT OF HUMAN RESOURCES  
UNEMPLOYMENT INSURANCE CLAIMS ADMINISTRATION SERVICES  
CONTRACT NO. 77904**

**AMENDMENT TWO**

This Amendment Two (the "Amendment") to the Contract for the provision of Unemployment Insurance Claims Administration Services, Contract No. 77904 ("Contract"), is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date") by and between the County of Los Angeles ("County") and TALX Corporation, provider of Equifax Workforce Solutions ("Contractor"):

**WHEREAS**, on January 8, 2013, the County and Contractor entered into the agreement for administration services for unemployment insurance claims administration services;

**WHEREAS**, the term of the Contract is for up to eight (8) years, consisting of an initial five (5) year term effective February 1, 2013 through January 31, 2018, and three (3) one-year optional extensions through January 31, 2021; and

**WHEREAS**, on January 31, 2021, this Contract expired, and the County and Contractor desire to extend the term of this Contract an additional 12 months from February 1, 2021 through January 31, 2022; and

**WHEREAS**, this Amendment is prepared pursuant to the provisions set forth in Paragraph 10.0 (Standard Terms and Conditions), Subparagraph 10.4 (Change Orders and Amendments);

**NOW THEREFORE**, County and Contractor mutually agree as follows:

I. Pursuant to Paragraph 10.0 (Standard Terms and Conditions), Subparagraph 10.4 (Change Orders and Amendments), the following amendments shall be made to the Contract:

A. Paragraph 6.1 is deleted in its entirety and replaced to read as follows:

"6.1 The term of this Contract shall commence effective February 1, 2013 and shall continue through January 31, 2022, unless terminated in whole or in part, as provided in this Contract."

B. Paragraph 7.2 (Maximum Contract Sum) is deleted in its entirety and replaced to read as follows:

"7.2 Maximum Contract Sum

The "Maximum Contract Sum" under this Contract shall be the total monetary amount that would be payable by County to Contractor for providing required Work under this Contract for the Term. The Maximum Contract Sum for this Contract, authorized by County hereunder, shall in



no event, expressly or by implication, exceed **One Hundred Ninety Nine Thousand Three Hundred Forty One Dollars (\$199,341).**”

- C. Exhibit B (Fee Schedule) is deleted in its entirety and replaced with revised Exhibit B (Fee Schedule), which is attached hereto and incorporated herein by reference.
- II. Contractor represents and warrants that the person(s) executing this Amendment Two on behalf of Contractor is an authorized agent who has the actual authority to bind Contractor to each and every term, condition and obligation of this Amendment Number Two.
- III. Except for the changes set forth herein, all other terms and conditions of the contract shall remain in full force and effect.

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**IN WITNESS WHEREOF**, the Contractor has duly executed this Amendment Two to above stated County Contract, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Chair, Board of Supervisors

CONTRACTOR:

TALX CORPORATION, PROVIDER OF  
EQUIFAX WORKFORCE SOLUTIONS

By: DocuSigned by:  
  
AE034603DF60444...  
Signature

Holly Kerschensteiner-Logan

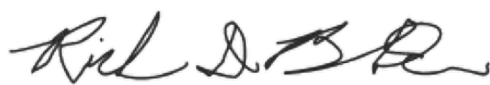
Printed Name

vp sales

Title

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA  
County Counsel

By:   
Richard D. Bloom  
Principal Deputy County Counsel

## **EXHIBIT B FEE SCHEDULE**

The annual fee to be paid to Equifax Workforce Solutions for the Service to be rendered under this contract for Client shall be \$22,063.00 per year for Years 1 – 7 (February 1, 2013 – January 31, 2020), payable in equal monthly installments of \$1,838.58. The annual fee to be paid to EWS for the Service to be rendered under this contract for Client shall be \$22,725 for Years 8 and 9 (February 1, 2020 – January 31, 2022), payable in equal monthly installments of \$1,893.75. This fee is inclusive for all unemployment claims, hearings, auditing, reporting, and training services.

## BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	3/17/2021	
<b>BOARD MEETING</b>	4/6/2021	
<b>DELEGATED AUTHORITY BOARD LETTER</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>		
<b>DEPARTMENT</b>	Registrar-Recorder/County Clerk	
<b>SUBJECT</b>	Request approval of model Memorandum of Understanding (MOU) template.	
<b>PROGRAM</b>	N/A	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Real property tax increase ordinances approved in the November 3, 2020 Election will become effective on March 1, 2021 for the City of Santa Monica and April 1, 2021 for the City of Culver City.	
<b>COST &amp; FUNDING</b>	Total cost: \$	Funding source:
	TERMS (if applicable):	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	RR/CC is requesting authority to replace Evergreen MOUs with cities that have enacted ordinances to increase the Documentary Transfer Tax (DTT) rate which the RR/CC collects. The City of Santa Monica and City of Culver City voter's approved real property tax increases in the November 3, 2020 Election. Our current DTT MOU agreements are outdated and not sufficient to provide for the collection of real estate transfer taxes as prescribed in the cities amended ordinances that increase property transfer tax rates.	
<b>BACKGROUND (include internal/external issues that may exist)</b>	The Department currently has DTT collection MOUs with the cities of Santa Monica, Pomona, Redondo Beach, Culver City, and Los Angeles that were established as perpetual Agreements.	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	Name, Title, Phone # & Email: Dean C. Logan, Registrar-Recorder/County Clerk (562) 462-2716 dlogan@rrcc.lacounty.gov	



## Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN  
Registrar-Recorder/County Clerk

April 6, 2021

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

Dear Supervisors:

**REQUEST APPROVAL OF MODEL  
MEMORANDUM OF UNDERSTANDING (MOU) TEMPLATE  
ALL SUPERVISORIAL DISTRICTS (3 VOTES)**

**SUBJECT:**

The Registrar-Recorder/County Clerk (RR/CC) requests approval of the attached MOU template, which will be executed with various incorporated cities (Government Agencies) for the sole purpose of collection of Documentary Transfer Tax (DTT) on real property transactions.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Delegate authority to the RR/CC, or its designee, to execute MOUs as needed with cities and other Government Agencies for the sole purpose of conducting official government business substantially similar to Attachment I.
2. Delegate authority to the RR/CC, or designee, to execute Amendments to MOUs that are within the scope of the MOUs, including, but not limited to, extensions of the MOU term, enhancement of services, changes to Board policies or County requirements, and revisions which materially affect the scope of work or any term or condition included in the MOU, subject to approval by County Counsel. .
3. Delegate authority to the RR/CC, or its designee, to terminate MOUs with fifteen (15) days advance notice, subject to approval by County Counsel.
4. Delegate authority to the RR/CC, or its designee, reasonable discretion to agree



to terms proposed by another Government Agency, provided that such terms are required by law or policy of that Government Agency, the MOU remains substantially similar, and subject to approval by provided County Counsel.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The RR/CC requests Board approval of the attached model MOU template between the RR/CC and other Government Agencies, specifically incorporated cities, for the sole purpose of conducting official government business.

The MOU template replaces pre-existing MOUs with cities that have recently enacted ordinances to increase the rate of DTT which is collected by the RR/CC. The MOUs also include new provisions such as: 1) change notices for modifications to the MOU that are clerical or administrative in nature; 2) an electronic signature provision, which will speed up processing time, and eliminate postage and Federal Express fees for required signatures of various forms; 3) adding new indemnification language provided by CEO Risk Management that explicitly applies to government agencies, and; 4) allowing the RR/CC to terminate an MOU by giving fifteen (15) days advanced written notice.

### **Implementation of Strategic Plan Goals**

This request supports the County Strategic Plan as follows:

Goal No. III, Realize Tomorrow's Government Today - Strategy III.3 Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

The MOU template will standardize Agreements with incorporated cities for the collection of DTT on real property transactions and ensure continuity of MOU terms and inclusion of changes to Board policies or requirements.

### **FISCAL IMPACT/FINANCING**

Contracted cities agree to pay County an administrative fee for tax collection of \$3.85 per recorded transaction. The administrative fee may be adjusted annually, effective July 1, to ensure full recovery of the County's cost to administer the tax. Any adjustment in the fee shall be reviewed and approved by the Los Angeles County Auditor-controller. The administrative fee shall be subtracted from monthly distribution. The amount deducted for administrative costs shall not exceed 10 percent of the taxes paid.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Department currently has DTT collection MOUs with the cities of Santa Monica, Pomona, Redondo Beach, Culver City, and Los Angeles that were established as perpetual Agreements.

On November 3, 2020, the voters of the City of Culver City approved, effective April 1, 2021, an increase in the real property transfer tax rates on transfers or sales of real

property in the amount of \$1,500,000 or greater, with exceptions for affordable housing and first transfers of certain newly constructed multi-family dwelling units (Attachment II).

On November 3, 2020, Santa Monica voters approved, effective March 1, 2021, a general tax measure that increases the Documentary Transfer Tax on property sales in the amount of \$5 million or more, by an additional \$3.00 per \$1,000 in sale price (Attachment III).

Our current DTT MOU agreements are outdated and not sufficient to provide for the collection of real estate transfer taxes as prescribed in these cities which have passed amended ordinances to increase property transfer tax rates. RR/CC will enter into new MOUs approved by your Board with additional cities as their voters approve amendments to each city's existing ordinances.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The new MOU template will provide for more efficient and effective processing and implementation of DTT collection.

Respectfully submitted,

DEAN C. LOGAN  
Registrar-Recorder/County Clerk

DCL:AN  
VW:cw

Enclosures



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**COUNTY OF LOS ANGELES**  
**REGISTRAR-RECORDER/COUNTY CLERK**  
**AND**  
**CITY OF \_\_\_\_\_ (CITY)**  
**FOR**  
**DOCUMENTARY TRANSFER TAX (DTT) COLLECTION**  
  
**MOU #: \_\_\_\_\_**

Prepared by:

Department of the  
Registrar-Recorder/County Clerk  
Finance and Management Division/Contracts Section  
12400 Imperial Highway, Room 5115  
Norwalk, CA 90650  
[www.lavote.net](http://www.lavote.net)  
[contracts@rrcc.lacounty.gov](mailto:contracts@rrcc.lacounty.gov)

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### **EXHIBITS**

- 1 Exhibit 1 - DTT Primary Contacts
- 2 Exhibit 2 - Municipal Ordinance

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COUNTY OF LOS ANGELES  
DEPARTMENT OF REGISTRAR-RECORDER/COUNTY CLERK  
AND  
CITY OF \_\_\_\_\_(CITY)  
FOR DOCUMENTARY TRANSFER TAX (DTT) COLLECTION**

This Memorandum of Understanding ("MOU") for Documentary Transfer Tax ("DTT") collection is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the County of Los Angeles, a political subdivision of the State of California ("County"), through its Department of Registrar-Recorder/County Clerk ("Department" of "RR/CC"), and the City of \_\_\_\_\_("City"). County, Department and City are sometimes hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, the Board of Supervisors (Board) has authorized the RR/CC or designee to enter into and execute MOUs with various non-County governmental agencies for DTT collection for transfers of real property located in the City.

WHEREAS, on (date), the voters of the City have approved an amended ordinance providing for the imposition of a tax upon transfers of real property located in the City; and

WHEREAS, the ordinance amendment, as codified in City Municipal Code, increases the real property transfer tax rates on transfers or sales of real property in the City beginning (date); and

WHEREAS, the City's (date) agreement with the County for the collection of real estate transfer taxes is not sufficient to provide for the collection of real estate transfer taxes as set forth in the City's amended ordinance, and

WHEREAS, beginning (date), the County and the City desire to have the County collect the real estate transfer tax for the City as established in its amended ordinance, and under the terms and conditions hereinafter provided for in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

**1.0 PURPOSE**

The purpose of this MOU is to provide DTT collection for the City in accordance with City Ordinance (Municipal Code).

**2.0 SCOPE**

The City amended City Ordinance (Municipal Code) that increases the real property transfer tax rates on transfers or sales of real property in the City.

The City desires to enter into an agreement with the County for County to collect the tax as provided in said City Ordinance.



### 3.0 GENERAL TERMS AND CONDITIONS

- 3.1 This MOU shall take effect upon the execution hereof by the Parties and shall expire ten (10) years thereafter ("Initial Term"), unless sooner terminated or extended, in whole or in part, as provided in this MOU.

Upon expiration of the Initial Term, and upon mutual agreement executed by the Parties, City and Department may renew this MOU for two (2) additional 2-year periods followed by a one (1) year period ("Extended Term").

The aggregate term of this MOU shall not exceed fifteen (15) years.

- 3.2 Unless otherwise provided herein, either Party may terminate this MOU for cause, or for convenience, by giving fifteen (15) days prior written notice thereof to the other Party.
- 3.3 In the event any provision of this MOU contradicts with Board policies or any applicable laws, rules and regulations, the Department may terminate this MOU, which shall be effective immediately upon written notice.
- 3.4 This MOU may be modified or amended only upon the mutual written consent of the Parties as described in Paragraph IV (Amendments and Change Notices).
- 3.5 Each Party will appoint a person or person(s) to serve as the official contact(s) and coordinate the activities of the respective Party in carrying out this MOU. Unless otherwise provided under this MOU, all notices, submissions or deliveries to be made to Department and City under this MOU shall be directed as indicated in Exhibit 1 (Primary Contacts).

### 4.0 AMENDMENTS AND CHANGE NOTICES

- 4.1 It is mutually agreed that this MOU may be modified or amended by either Party and modification shall become effective upon the written mutual consent of the Parties hereto.
- 4.2 For any revision which materially affects the scope of work, terms, or any term or condition included in this MOU, a negotiated Amendment to the MOU shall be executed by the City's Designee and the RR/CC or designee.
- 4.3 For any change to the MOU which is clerical or administrative in nature (e.g., staff changes) and/or does not affect any term or condition of the MOU, a "Change Notice" shall be prepared and signed by either Party (e.g. Authorizing Manager or designee) on respective letterhead.

### 5.0 RR/CC RESPONSIBILITIES

- 5.1 Beginning (**date**) the Registrar-Recorder/County Clerk, hereinafter referred to as "RR/CC," agrees to collect for City a tax imposed in accordance with Revenue and Taxation Code 11911 - 11933, which states in part *"A declaration of the amount of tax due, signed by the party determining the tax or his or her agent, shall appear on the face of the document in compliance with Revenue and Taxation Section*

*11932, and the recorder may rely on that declaration if the recorder has no reason to believe that the full amount of the tax due has not been paid. The declaration shall include a statement that the consideration or value on which the tax due was computed either was, or was not, exclusive of the value of a lien or encumbrance remaining on the interest or property conveyed at the time of sale."*

- 5.2 County agrees to provide information on County Website with references to the calculation of the tier structure and contact information regarding the calculation of taxes pursuant to the City Ordinance.
- 5.3 The (date) agreement is superseded and shall have no further force and effect after (date), except as to the collection of any real property transfer tax on real property sales in the City that were finalized prior to (date).
- 5.3 If for any reason County is unable to collect the tax when the instrument or writing is presented for recordation, the County will reject the instrument.
- 5.4 Upon the identification of a collection error, the County will refer to City for disposition any dispute regarding payment of the City Real Property Transfer Tax for settlement.
- 5.5 County will refer any requests for refund of the tax paid to City for disposition.
- 5.6 All City Real Property Transfer Taxes collected by County shall be transmitted to City monthly beginning on the last day of the second calendar month following the effective date of this agreement and on the last day of each month thereafter for each preceding calendar month.
- 5.7 County agrees to permit authorized personnel of City to examine the documents and tax declarations as presented to the County Recorder concerning the collection of the City Real Property Transfer Tax.
- 5.8 County shall use the same procedure as presently followed for collection of the County Documentary Transfer Tax:
  - A. The County will collect and receipt taxes based off of what is presented on the face of the document on the tax declaration pursuant to R&T Code § 11933.
  - B. The tax applies only to property transferred within the City limits of the City.

## **6.0 CITY RESPONSIBILITIES**

- 6.1 City hereby agrees to indemnify and hold harmless County in connection with any claim or suit filed arising out of the collection or non-collection of said real property transfer tax by County for City.
- 6.2 City agrees to work with County on obtaining informational access to the RR/CC Your Online Document Archive (YODA) to access and view documents for determining and verify DTT calculations are accurately calculated pursuant to the

City Ordinance, including liens and encumbrances, excluding any exceptions to low income housing (insert)

- 6.3 City agrees to pay County an administrative fee for tax collection of \$3.85 per recorded transaction. The amount deducted for administrative costs shall not exceed 10 percent of the taxes paid pursuant to this section. The administrative fee shall be subtracted from monthly distribution.

## **7.0 INDEMNIFICATION**

- 7.1 City shall indemnify, defend and hold harmless County, its trustees, elected and appointed officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages , demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this MOU, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the City, its trustees, officers, agents, employees, or volunteers.
- 7.2 County shall indemnify, defend and hold harmless City, its trustees, officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages , demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this MOU, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the County, its trustees, officers, agents, employees, or volunteers.

## **8.0 FISCAL PROVISIONS**

City agrees to pay County an administrative fee for tax collection of \$3.85 per recorded transaction. The administrative fee may be adjusted annually, effective July 1, to insure full recovery of the County's cost to administer the tax. Any adjustment in the fee shall be reviewed and approved by the Los Angeles County Auditor-Controller. The administrative fee shall be subtracted from monthly distribution. The amount deducted for administrative costs shall not exceed 10 percent of the taxes paid pursuant to this section pursuant.

## **9.0 ELECTRONIC SIGNATURES**

- 9.1 The Parties hereby agree facsimile and electronic scanned versions of original signatures of authorized signatories of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COUNTY OF LOS ANGELES  
DEPARTMENT OF REGISTRAR-RECORDER/COUNTY CLERK  
AND  
CITY OF \_\_\_\_\_(CITY)  
FOR DOCUMENTARY TRANSFER TAX (DTT) COLLECTION**

IN WITNESS WHEREOF, and executed as the date first above written above, the Parties to this MOU do hereby agree and consent to all terms and conditions provided herein.

**COUNTY OF LOS ANGELES**

**CITY OF**

\_\_\_\_\_  
DEAN C. LOGAN  
Registrar-Recorder/County Clerk

\_\_\_\_\_  
NAME  
City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA  
County Counsel

City Attorney

\_\_\_\_\_  
By: JASON C. CARNEVALE  
Deputy County Counsel

\_\_\_\_\_  
By:  
Deputy City Attorney

## DTT PRIMARY CONTACTS

Date: \_\_\_\_\_

MOU#: \_\_\_\_\_

**RR/CC**

**Communications, payments and notices sent to County shall be addressed to:**

Recorder Division:	Name:	Jaime Pailma
	Title:	Manager, Recorder Division
	Address:	12400 Imperial Highway, Room 5001A Norwalk, CA 90650
	Phone:	(562) 462-2889

Contract's Administrator:	Name:	Veronica Williams
	Title:	Contracts Manager
	Address:	12400 Imperial Highway, Room 5115 Norwalk, CA 90650
	Phone:	(562) 462-2905

Financial Services Manager:	Name:	
	Title:	
	Address:	12400 Imperial Highway, Room Norwalk, CA 90650
	Phone:	(562) 462-

**CITY**

**Communications, payments and notices to City shall be addressed to:**

City Authorizing Manager(s):                  Name:  
Title:  
Division/Section:  
Address:  
Phone:  
Email:

Contract's Administrator:	Name:
	Title:
	Division/Section:
	Address:
	Phone:
	Email:

Financial Services Manager:

Name:  
Title:  
Address:  
Phone:



**MUNICIPAL ORDINANCE (date)**  
City of - City Real Property Transfer Tax Rates as of (date)