

**BOARD OF  
SUPERVISORS**

Hilda L. Solis  
First District

Holly J. Mitchell  
Second District

Lindsey P. Horvath  
Third District

Janice Hahn  
Fourth District

Kathryn Barger  
Fifth District



**Chief  
Executive  
Office.**

**COUNTY OF LOS ANGELES**

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, CA 90012  
(213) 974-1101 ceo.lacounty.gov

**Chief Executive Officer**  
Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

March 18, 2025

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

13 March 18, 2025

EDWARD YEN  
EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST FOR DELEGATED AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO EXECUTE  
AND GRANT A REAL ESTATE LICENSE  
TO THE STATE OF CALIFORNIA AT THE  
COUNTY-OWNED TELECOMMUNICATION SITE: PUENTE HILLS-NIKE  
(FIRST DISTRICT) (3 VOTES)**

**SUBJECT**

Request for delegated authority to the Chief Executive Officer, or her designee, to approve and execute a proposed real estate license (License) at the County-owned Puente Hills-Nike Telecommunications Site (Site) at Puente Hills-Nike located in Rowland Heights, to allow the State of California (State) to continue to operate an existing communication facility currently located at the site. This telecommunication facility will continue to be a vital part of the State's emergency and routine communication network.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that entering into the proposed License set forth in the Enclosure for the continued use and occupancy by the California Highway Patrol (CHP) at the Site 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. Find that the proposed License to the State is in the public's best interest and the use will not substantially conflict or interfere with the use of the property by the County.

3. Delegate authority to the Chief Executive Officer, or her designee, to approve and execute the proposed License, to continue to allow the State's use at the Site.
4. Delegate authority to the Chief Executive Officer, or her designee, to negotiate, approve, execute and/or grant any other consents, ancillary documentation, sublicenses, or future amendments, approved as to form by County Counsel, which are necessary to effectuate the proposed License, and the activities permitted under the License.

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

The CHP has identified the Site as the only location that would remedy poor radio coverage in Orange County. The low band base stations have become CHP's solution in communication for the Orange County Traffic Management Center and a key link to the Orange County Communication Center Dispatch (OCCC). Any failure of communication within the OCCC would pose a critical threat to CHP's officers and the communities throughout Southern California, extending to the border.

The original Puente Hills-Nike radio communications license commenced in 1999 and has been in holdover since 2022.

The purpose of this action is to enter into a proposed ten-year License with the State, at the direction, and with the consent of the CHP. The proposed License will include two consecutive five-year options to extend and will include the option for either party to terminate the License at any time upon giving the other party 180 days advance written notice.

The proposed annual compensation to be received by the County for the State's use of the Site is \$17,930 with a fixed annual escalation of 3 percent. This amounts to an estimated total ten-year County compensation income of around \$215,000. The proposed License contains a provision to continue the 3 percent annual escalation in the event of any holdover period. The fee rate includes a public agency discount based on the statewide Telecommunication Lease Rate Guideline published annually by the State.

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

The proposed License supports the Countywide Strategic Plan North Star 3 of Realizing Tomorrow's Government Today, specifically by ensuring we implement flexible and efficient administrative, technological, and physical infrastructures to meet the needs of our constituents.

The proposed License is also consistent with the Strategic Asset Management Goals of Strengthening connections between service priorities and asset decisions, and Prioritizing needs to optimize highest and best use of assets, and Key Objective 3 – Optimize Real Estate Portfolio.

The proposed License supports the above goals and objective by maximizing the use of County-owned space to facilitate critical communication infrastructure and increasing lease revenue.

### **FISCAL IMPACT/FINANCING**

The total revenue received by the County, for the proposed License, over the entire term is around \$215,000 and will be deposited in the County General Fund's Non-Departmental Revenue account for Real Properties, Rents, and Concessions.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The proposed License to the State is authorized by California Government Code Section 25526.6, which authorizes licensing County real property to the State, provided the conveyance is in the public interest and the conveyance will not interfere with the use of the property. The proposed License is necessary for the continued emergency services communication use by the State. The State's operations do not interfere with the use by any County departments.

**ENVIRONMENTAL DOCUMENTATION**

The recommended action to continue licensing space at the Site 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, the proposed License 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.

Upon the Board's approval of the recommended action, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code and will be posted to the County's website, pursuant to section 21092.2.

**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 to the County.

Respectfully submitted,



FESIA A. DAVENPORT

Chief Executive Officer

FAD:JMN:JTC:JLC

HD:MGR:KG:gb

Enclosures

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

## PUENTE HILLS COMMUNICATIONS SITE LICENSE

STATE LICENSE NUMBER: 4775-001

**THIS COMMUNICATIONS SITE LICENSE AGREEMENT** (the "License"), is made and entered into in duplicate original this 18<sup>th</sup> day of March 2025,

**BY AND BETWEEN**      **COUNTY OF LOS ANGELES**, a body corporate and politic, hereinafter referred to as "County" or "Licensor";

**AND**      **STATE OF CALIFORNIA**, at the direction 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";

### **RECITALS:**

**WHEREAS**, County owns certain real property commonly known as the Puente Hills – Nike Telecommunication Site, ("Site"), located in Rowland Heights in the County of Los Angeles and identified as County Assessor Parcel 8269-006-900 as shown in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Real Property") on which County operates its own communication facility and tower. The real property and its improvements are collectively referred to as "Premises"; and

**WHEREAS**, State currently operates a wireless communication site of the California Highway Patrol ("**CHP**") within the County owned vault and on the County owned tower pursuant to County Agreement No. **COL-715**, and desires to continue use of the site; and

**WHEREAS**, pursuant to Section 14669(a) of the Government Code, The Director may hire, lease, lease-purchase, or lease with the option to purchase any real or personal property for the use of any state agency, including the DGS, if he or she deems the hiring or leasing is in the best interests of the state; and

**WHEREAS**, State and County desire to enter into a new agreement ("License") on the Site in accordance with the terms and conditions prescribed herein;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them agree as follows:

### 1.      **LICENSED AREA**

1.01      County hereby licenses to State, and State hereby hires and accepts from County on the terms and conditions hereinafter set forth, the use of radio rack/antenna space(s) and related communication facilities located at the County's telecommunication site commonly referred to as Puente Hills Communications Site (the "Licensed Area"), shown on **Exhibit B** attached hereto and incorporated herein by this reference.

1.02      State acknowledges its personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. State accepts the Licensed Area in its as-is condition, and County

makes no warranty, express or implied, as to the suitability of the Licensed Area for any purpose.

1.03 State may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other improvements to the Licensed Area at State's expense, provided written approval thereof is first obtained from the County's Chief Executive Office ("CEO"), which approval shall not be unreasonably withheld, conditioned, or delayed, and with permission complies with all terms and conditions of said Agreement. Notwithstanding the foregoing, State shall not be required to obtain approval for routine maintenance and replacement of equipment with substantially similar equipment of the same number and size.

1.04 State hereby acknowledges the title of the County or its successors in the Real Property and the Licensed Area, and covenants and agrees never to assail, contest, or resist said title. State further agrees that State's use and occupancy of the Licensed Area shall be in accordance with the terms and conditions of this License.

## 2. **PURPOSE AND USE**

2.01 The sole purpose of this Agreement is to allow State the right to continue to use the Licensed Area to use, maintain, repair and operate its CHP communications system, including two (2) radio transmitting and receiving antennas on the County communication tower at the 41' and 70' levels, and two (2) equipment racks and related cavities and cables inside the County's communication shelter and utility lines, and other associated equipment (such as communications system and associated equipment, collectively, "the Antenna Facility") as shown in **Exhibit C**, consisting of three (3) pages, attached hereto and incorporated herein by this reference.

2.02 The Licensed Area shall be used only for the purposes authorized by Section 2.01, and such other purposes as are directly related thereto, provided express written approval therefor is approved by the County (collectively the "**Licensed Activities**"), and for no other purposes whatsoever.

2.03 Ownership of all improvements constructed by State upon the Licensed Area and all alterations, additions or betterments thereto shall remain with State until termination of this Agreement. During the term of the License, State, upon notification to County, may remove or replace its Licensee Facility and County hereby waives any and all lien rights it may have in relation thereto, statutory, or otherwise. Before termination of this Agreement, State is responsible for removal of all State-owned improvements and personal property pursuant to Sections 9(g) and 18.

2.04 The Licensed Area will be locked for security purposes. State will be provided with a set of keys. Access by State to the Licensed Area, except in emergencies, shall be coordinated in advance with Internal Services Department ("ISD"), at (323) 267-2781, Monday to Friday 7:30 am to 4:30 pm, and with ISD Customer Assistance Center at (562) 401-9349 after hours, as posted at the entry door of the Licensed area.

2.05 State acknowledges that the Real Property is remotely monitored by ISD. At a requirement for accessing the Licensed Area, State will contact ISD's alarm-receiving office prior to entering and upon leaving the Premises so that ISD can ensure that the Real Property and Licensed Area are properly secured. Upon each entry to the Licensed Area, State or

State's approved representative shall sign and date County's entry log for the site. Said log shall be kept at the Licensed Area.

2.06 The right and permission of State is subordinate to the prior and paramount right of County to the Real Property for the public purposes to which it is now and may in the future, at the option of State, be devoted, including but not limited to telecommunications. State undertakes and agrees to use the Licensed Area in such manner as will not injure or unreasonably interfere with the full use and enjoyment of the Real Property by the County outside of the boundaries of the Licensed Area.

### 3. **TERM**

3.01 The term shall commence April 1, 2025 (the "Commencement Date"), as described on the first page of License, and shall consist of a 10-year "Initial Term", plus two (2) Extension Options of five (5) years each option, with such rights of termination as may be hereinafter expressly set forth. Unless Licensee gives prior written notice within sixty (60) days of the end of a term or Extension Option that it will not exercise its option, the License will automatically extend for an additional five (5) years, with the last five (5) year term ending March 31, 2045.

Initial Term: April 1, 2025 through March 31, 2035

3.02 Either party shall have the option of terminating this License at any time upon giving the other party notice in writing at least one hundred eighty (180) days in advance of such termination.

3.03 Holdover: In case State holds over beyond the end of the term herein provided with the consent, express or implied, of the Licensors, such tenancy shall be from month to month only, subject to the terms and conditions of this License, but shall not be a renewal hereof, and the rent to be paid therefore shall be the rate prevailing under the terms of this license. Rent will continue to increase at three percent (3%) annually during the holdover period.

### 4. **INITIAL CONSIDERATION**

4.01 State hereby agrees to pay from legally available funds as consideration for said license during the term hereof an initial commencement monthly fee ("Fee") in arrears of One Thousand Five Hundred Sixty-Four and 0/100 dollars (\$1,564.00) with three percent (3%) annual increases.

4.02 The first monthly Fee payment shall be prorated for the number of days used during the month of the Commencement Date, due and payable at the end of the month following the Commencement Date, and thereafter the monthly Fee will be payable in arrears on the first (1<sup>st</sup>) day but no later than the fifteenth (15<sup>th</sup>) day of the month following each and every applicable month of the term hereof.

4.03 In the event of an unresolved State budget, said consideration shall be suspended as past due with interest charge or late payment penalty waived until State budget is approved. State remains responsible for the full amount of the past due consideration and such amount must be paid in full once the State budget is approved.

Payments shall be made by check or draft issued and payable to the County of Los Angeles, and mailed or otherwise delivered to:

County of Los Angeles  
Auditor-Controller, Administrative Services,  
500 West Temple Street, Room 410  
Los Angeles, California 90012  
Attn: Franchise/Concessions Section

State shall include, in the Payment Identification Data Section of its check stub, the License number and the site or building name and address.

4.04 The delivery of this License and any indemnity provided in this License shall not directly, indirectly or contingently, obligate State to levy any form of taxation or to make any appropriation. Any obligation of State created by or arising out of this License shall not impose a debt or pecuniary liability upon State, or a charge upon the general credit or taxing powers thereof but shall be payable solely out of legally available funds duly authorized and appropriated by the State of California.

## 5. **PAYMENT ADJUSTMENT**

5.01 Commencing every April 1<sup>st</sup> after the commencement date of the License, and for each successive one-year period, thereafter, including the extension periods, the monthly Fee set forth in Paragraph 4.01 shall be subject to a three percent (3%) adjustment.

5.02 The monthly Fee schedule shall be adjusted according to the summary table as follows:

Start Date		End Date	Payment/Mo
<b>Initial Term</b>			
April 1, 2025	to	March 31, 2026	\$1,564.00
April 1, 2026	to	March 31, 2027	\$1,611.00
April 1, 2027	to	March 31, 2028	\$1,659.00
April 1, 2028	to	March 31, 2029	\$1,709.00
April 1, 2029	to	March 31, 2030	\$1,760.00
April 1, 2030	to	March 31, 2031	\$1,813.00
April 1, 2031	to	March 31, 2032	\$1,867.00
April 1, 2032	to	March 31, 2033	\$1,924.00
April 1, 2033	to	March 31, 2034	\$1,981.00
April 1, 2034	to	March 31, 2035	\$2,041.00
<b>First option</b>			
April 1, 2035	to	March 31, 2036	\$2,102.00
April 1, 2036	to	March 31, 2037	\$2,165.00
April 1, 2037	to	March 31, 2038	\$2,230.00
April 1, 2038	to	March 31, 2039	\$2,297.00
April 1, 2039	to	March 31, 2040	\$2,366.00
<b>Second Option</b>			
April 1, 2040	to	March 31, 2041	\$2,437.00
April 1, 2041	to	March 31, 2042	\$2,510.00
April 1, 2042	to	March 31, 2043	\$2,585.00
April 1, 2043	to	March 31, 2044	\$2,663.00
April 1, 2044	to	March 31, 2045	\$2,742.00



## 6. **TAXES**

6.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this License may be subject to property taxation if created. The party in whom the property interest is vested may be subject to the payment of the property taxes levied on the interest.

6.02 State shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area arising from State's use of the Licensed Area.

6.03 If State fails to pay any lawful taxes or assessments upon the Licensed Area which State is obligated to pay, State will be in default of the License.

6.04 County reserves the right to pay any such tax, assessment, fees or charges, and all monies so paid by County shall be repaid by State to County upon demand. State and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

## 7. **ALTERATIONS, IMPROVEMENTS AND MAINTENANCE**

7.01 State shall make no renovations, alterations, or improvements to the Licensed Area other than to install, maintain and operate the Licensed Facility in accordance with the documentation attached hereto as **Exhibit C**, without the prior written consent of County, which permission shall not be unreasonably conditioned, delayed or denied.

7.02 County shall provide State with its approval or disapproval of such proposed alterations or modifications (the "Request") in writing, within thirty (30) days of receipt of State's Request, otherwise such Request shall be deemed denied.

7.03 County shall assume no liability relating to the removal or other disposition of any of State's personal property placed on the Licensed Area or obligation to perform any environmental remediation pertaining to any of State's equipment or fuel holding facilities or other personal property, including without limitation fuel tanks and lines.

## 8. **INSTALLATION**

8.01 State shall install the Licensed Facility at its own expense and risk as approved by County, and such installation shall not cause radio frequency interference with equipment, transmission or reception (operated currently or in the future) by the County. State's installation shall be located and mounted on the Real Property located within the Licensed Area. State shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices.

8.02 The Licensed Facility of State shall be clearly identified with its name, address, telephone number, Federal Communications Commission (FCC) license and frequencies in use. Such identification shall be attached to State's Licensed Facility in plain view. State shall not alter or replace the Licensed Facility without first receiving written permission from the County.



8.03 State agrees that County may grant the use of any unused portion of the Real Property to any third party for the purpose of installing communications transmitting equipment. Any third party granted rights by the County shall comply with all noninterference rules of the FCC.

9. **OPERATIONAL RESPONSIBILITIES**

9.01 State shall:

(a) Comply with and abide by all applicable rules, regulations and directions of County.

(b) At all times hold a valid FCC license for the Permitted Activities and comply with all applicable City and County ordinances and all State and Federal laws, and, in the course thereof, obtain and keep in effect all required permits and licenses required to engage in the Permitted Activities on the Licensed Area.

(c) Conduct the Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the Real Property by County or the public, except as herein permitted, and remove any agent, servant or employee who fails to conduct Permitted Activities in the manner heretofore described.

(d) Assume the risk of loss, damage, or destruction to the Licensed Facility and any and all fixtures and personal property belonging to State that are installed or placed within the Licensed Area, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the County, its agents, employees, or contractors.

(e) Repair or replace any and all County property lost, damaged, or destroyed arising out of State's activities. Should State fail to promptly make such repairs, after written demand by County, County may have repairs made and State shall pay the cost thereof.

(f) Maintain the Licensed Area to the satisfaction of County to the conditions that existed at the commencement of this License, other than for ordinary wear and tear or damage or destruction by the acts of nature beyond the control of State. The Licensed Area shall be kept neat and clean by the State and ready for normal use by County and other users. Should State fail to accomplish this following notice from County, County may perform the work and State shall pay the cost thereof upon written demand by County.

(g) Upon expiration, cancellation, or other termination of this License, State shall remove, subject to the provisions of Section 18 below and at no cost to County, any and all equipment, personal property and improvements of the Licensee and restore the entire Licensed Area to its condition prior to the execution of this License, reasonable wear and tear and damage or destruction by the acts of nature beyond the control of State excepted; provided however, County may approve in writing, any deviation from this requirement.

10. **ACCESS**

10.01 County hereby grants to State and State-approved contractors a nonexclusive right to use, at its sole risk, during the term and option period of this License, the means of access which serves the Licensed Area (the "**Access**"). State and its approved contractors acknowledge and accept the present condition of the Access and accept that County shall not

be liable for any consequential events, including, but not limited to, bodily injury, death, personal injury or property damage resulting from any negligent or non-negligent acts pertaining to the use of the Access to the Licensed Area by State or anyone acting on its behalf. Said right to use the Access shall be given only to State's approved representative upon evidence of such approval being presented to County. State acknowledges that County cannot guarantee the use of the Access and that County assumes no liability for or arising from any lack of Access or defect in the State's ability to use the Access.

10.02 Licensee acknowledges and agrees that occasions may arise requiring State to share in the cost of cleaning up of mud-slide debris and repairing the Access to its original accessible condition after a storm or heavy rainfall. State hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from County and acknowledges and agrees that the details of any such clean-up or repair and associated cost shall be decided exclusively by the County. Notwithstanding the foregoing, the State's financial burden pursuant to this Section 10.02 shall not exceed five thousand dollars (\$5,000) per incident.

## 11. **EMERGENCY ACCESS**

The County and its authorized agents may access the Licensed Area at any time for the purpose of inspection and/or for making emergency improvements or repairs to the Licensed Area or to interrupt or terminate State's transmission(s) from the Licensed Area should State be unable or unwilling to respond to County's request to take immediate action to correct any deficiency which threatens County's operation on the Licensed Area, provided that County shall endeavor to provide a 24 hour prior notice to State and shall access the Licensed Area in the presence, if possible, of State's representative, if provided by State. Notwithstanding the foregoing, County shall not be required to provide notice to State prior to entering the Licensed Area due to an emergency; provided, however, that under no circumstance shall the County access State's equipment cabinets. County shall use its best efforts to minimize any inconvenience or disturbance to State when entering the Licensed Area. State shall reimburse County, within thirty (30) days of receipt of County's written request for County's actual costs to correct any deficiency.

## 12. **INTERFERENCE**

12.01 State shall not use the Licensed Area in any way which interferes with the use of the Property by County or County's agents, invitees or other licensees who may occupy portions of the Real Property. State shall be responsible for electromagnetic compatibility of the State's equipment with County and its public safety agency partners' existing equipment at the site installed prior to the State's equipment, all of which is public safety equipment. County shall not be liable for any potential or actual electronics conflict. In the event any interference with County Sheriff Department, County Fire Department, Countywide Integrated Radio System ("CWIRS"), Paramedic, or the Los Angeles Regional Interoperable Communication Systems ("LA-RICS"), is caused by State's equipment or operations, State shall be immediately notified of such interference and such equipment or operations will be given a time schedule for modification, and State hereby authorizes County to cause such scheduled modification to be executed until such interference is eliminated by State. County acknowledges that State's public safety communication equipment has some interoperability with County and shall use its best efforts to facilitate cooperation between State and other Licensees to eliminate electronics conflicts.

12.02 In the event that County at its sole discretion requires State to terminate its entire operation on the Licensed Area due to said interference, State may resume operation, under the same terms and conditions of this License once the interference has been eliminated as determined by County in its sole discretion.

13. **UTILITIES**

13.01 County shall provide and pay for all necessary utilities. State waives any and all claims against County for compensation for loss of damage caused by a defect, deficiency or impairment of any utility system, water supply system, drainage system, waste system, heating or gas system, electrical apparatus or wires serving the Licensed Area.

13.02 State may underground, at its expense, all its electrical cables and wires running within the confines of the Licensed Area, as conditions permit and as agreed to by County.

14. **HOLD HARMLESS AND INDEMNIFICATION**

14.01 To the extent permitted by law, County agrees to indemnify and hold harmless State from any and all damages arising out of County's performance of its obligations or exercise of its rights under this License, except to the extent that any such damages suffered by State is the result of the State's, negligent or willful acts or omissions, or those of any persons acting under or on behalf of the State.

14.02 To the extent permitted by Government Code Section 14662.5, the State of California agrees to indemnify and hold harmless the County from any and all damages arising out of the State's performance of its obligations or exercise of its rights under this License, except to the extent that any such damages suffered by the County are the result of the County's negligent or willful acts or omissions, or those of any persons acting under or on behalf of the County.

14.03 Pursuant to Government Code Sections 895.4 and 895.6, if any party is held liable upon any judgment for damages caused by a negligent or wrongful act or omission occurring during the performance of this License and pays in excess of its pro rata share in satisfaction of such judgment, such party shall be entitled to contribution from the other party to this License. The pro rata share of each party shall be determined according to the comparative fault of the respective parties, as between them.

14.04 In the event the parties to this License are named as codefendants in any litigation by third parties arising out of the rights and obligations of this License or indirectly related to this License the parties agree to cooperate in such litigation and, to the extent feasible, and where determined to be appropriate, use common legal counsel or authorize or direct tenders of defense under applicable insurance policies.

15. **INSURANCE**

15.01 State has elected to be insured for its motor vehicle and general liability exposures through a self-insurance program. The State Attorney General administers the general liability program through an annual appropriation from the General Fund. The Office of Risk and Insurance Management administers the motor vehicle liability program.

15.02 Under this form of insurance, the State and its employees (as defined in Section 810.2 Government Code) are insured for any tort liability that may develop through carrying out official activities, including official operations on non-State owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the:

Attorney General, State of California, Tort Liability Section,  
1300 I-Street, Suite 1101, Sacramento, California 95814  
(P.O. Box 944255, Sacramento, CA 94244-2550).

15.03 Claims arising from operations of a State-owned vehicle should be forwarded to the:

Office of Risk and Insurance Management, Auto Self-Insurance,  
707 Third Street, West Sacramento, California 95605  
(P.O. Box 989052, Sacramento, CA 95798-9052).

15.04 The State has entered into a Master Agreement with the State Compensation Insurance Fund to administer worker compensation benefits for all State employees, as required by the Labor Code.

16. **LIABILITY**

County shall not be liable for any consequential events (including without limitation bodily injury, death, personal injury or property damage) related to, arising or resulting from any failure, interruption or disturbance to Licensee's Permitted Activities, which arises, in whole or in part, from County-inflicted damage to the State's Licensed Facility.

17. **NOTICES**

Notices desired or required to be given pursuant to this License or by any law now in effect shall be given by enclosing the same in a sealed envelope, Certified Mail - Return Receipt Requested, addressed to the party for whom intended and depositing such envelope, with postage prepaid, in the U.S. Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same, shall be addressed to Licensee as follows:

To State: State of California Department of General Services  
Attention: Lease Management Unit - 4775-001  
707 Third Street, 5<sup>th</sup> Floor  
West Sacramento, CA 95605  
Office: (916) 375-4171  
[LeaseManagement@dgs.ca.gov](mailto:LeaseManagement@dgs.ca.gov)

With a copy to: California Highway Patrol  
Telecommunications Section – Leasing  
601 North 7<sup>th</sup> Street – Building C  
Sacramento, CA 95811  
Office: (916) 843-4200  
[CHPTelecomLeasing@chp.ca.gov](mailto:CHPTelecomLeasing@chp.ca.gov)

or such other place as may hereinafter be designated in writing by State.

The notices and the certificate of insurance and envelopes containing the same to the County shall be addressed as follows:

County of Los Angeles Chief Executive Office  
Real Estate Division, County-owned Property Section  
320 W. Temple Street, 7<sup>th</sup> Floor  
Los Angeles, California 90012  
Attn: Senior Manager  
Phone: (213) 974-4200  
Email: JChang@ceo.lacounty.gov

or such other place as may hereinafter be designated in writing by the County.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

#### 18. **LICENSED FACILITY REMOVAL**

18.01 State shall remove its Licensed Facility and all other of State's improvements and other property from the Licensed Area and the Property, and restore the Licensed Area to its original condition, reasonable wear and tear and damage or destruction by the acts of nature beyond the control of State excepted, on or before the expiration of this License, unless this License is otherwise terminated or cancelled prior to the expiration date provided herein, in which case State shall remove from the Licensed Area and the Property all of its Licensed Facility and personal and real property and restore the Licensed Area to its original condition, reasonable wear and tear and damage or destruction by the acts of nature beyond the control of State excepted, within ninety (90) days after the cancellation.

18.02 If weather conditions, lack of access to the Licensed Area or the processing of local demolition permits render the timely removal of State's property impossible, then State shall have thirty (30) days from the earliest date on which access or local permit is obtained in which to comply with this provision.

18.03 If State does not timely remove the entirety of its Licensed Facility, improvements, and other property from the Licensed Area and the Real Property within the time provided hereof, County may, but shall not be required to, remove at State's expense State's Licensed Facility and all other property. State shall reimburse County within thirty (30) days of receipt of an itemized accounting of the cost for such removal of personal or real property. County shall incur no liability for any damage to State's Licensed Facility during removal or storage.

#### 19. **INDEPENDENT STATUS**

This License is by and between County and State and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and State. State understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation with services performed on behalf of State pursuant to this License.

20. **EMPLOYEES**

All references to the "State" in this License are deemed to include the employees, agents, contractors and anyone else involved in any manner in exercise of the rights herein given to the undersigned License.

21. **AMENDMENT AND ASSIGNMENT**

This License is designated only to State in accordance with the requirements outlined in Section 2. In the event State shall attempt to assign the same in whole, or transfer in part without the express written consent of County, all rights hereunder shall immediately terminate.

22. **DEFAULT**

State shall make all payments to County without deduction (except for offsets explicitly allowed hereunder), default or delay. In the event of the failure of State 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 State or County 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 License 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, the time to cure may be extended through a 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 License 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.

23. **WAIVER**

23.01 Any waiver by either party of the breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this License or stopping either party from enforcing the full provisions thereof.

23.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this License shall be cumulative.

24. **HAZARDOUS MATERIALS**

State hereby warrants and represents that it shall comply with all Federal, State, and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the Licensed Area and the Real Property.

For purposes of this License, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances, as defined in California Health and Safety Code



Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the Property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8., as it may be amended from time to time.

25. **ENFORCEMENT**

The Chief Executive Officer (CEO) of the County shall be responsible for the enforcement of this License on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

26. **DAMAGE OR DESTRUCTION**

If the County, at its sole discretion, determines that 1) the Licensed Area is damaged by fire, incidents of war, earthquake, or other act of nature to the extent that the Licensed Area cannot reasonably be repaired within forty-five (45) days of the damage, or 2) said damage will disrupt State's operations on the Licensed Area for over forty-five (45) days, then either County or State may terminate this License upon fifteen (15) days prior written notice to the other party. Any such notice of termination shall cause this License to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this License, and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this License. Notwithstanding the foregoing, the License Fee shall abate during the period of repair following such fire or other casualty in proportion to the degree to which State's use of the Licensed Area is impaired.

27. **SOLICITATION OF CONSIDERATION**

27.01 It is improper for any County officer, employee or agent to solicit consideration, in any form, from a licensee with the implication, suggestion or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

27.02 State shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline. Failure to report such solicitation may result in the License being terminated.

28. **CONFLICT OF INTEREST**

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the State herein, or have any other direct or indirect financial interest resulting from this License.



29. **AUTHORIZATION WARRANTY/SIGNATURE AUTHENTICITY CLAUSE**

The State represents and warrants that the person executing this License for the State is an authorized agent who has actual authority to bind the State to each and every term, condition, and obligation of this License and that all requirements of the State have been fulfilled to provide such authority.

30. **GOVERNING LAW, JURISDICTION, AND VENUE**

This License shall be governed by and construed in accordance with the internal laws of the State of California. The State agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this License and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

31. **COMPLIANCE WITH APPLICABLE LAW**

In the performance of this License, State shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this License are hereby incorporated herein by reference.

32. **COMPLIANCE WITH CIVIL RIGHTS LAWS, NONDISCRIMINATION AND AFFIRMATIVE ACTION**

32.01 The State hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition or physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this License or under any project, program or activity supported by this License.

32.02 The State certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

32.03 The State certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this License or under any project, program, or activity supported by this License.

32.04 If the County finds that any of the above provisions of this section 32 have been violated, such violation shall constitute a material breach of this License upon which the County may terminate or suspend this License.

32.05 While the County reserves the right to determine independently that the anti-discrimination provisions of this License have been violated, in addition, a determination by the California Fair Employment Practices Commission, the Federal Equal Employment Opportunity Commission that the State has violated Federal or State antidiscrimination laws or regulations

shall constitute a finding by the County that State has violated the anti-discrimination provisions of this License.

32.06 In the event State violates the anti-discrimination provisions of the License, the parties agree that it is difficult to ascertain the amount of liquidated damages, and hereby agree that the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS (\$500.00) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of terminating or suspending this License.

33. **NON-EXCLUSIVITY**

Nothing herein is intended or shall be construed as creating any exclusive arrangement with the State. This License shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

34. **PUBLIC RECORDS ACT**

a. Any documents submitted by the State and all information obtained in connection with the County's right to inspect Licensed Area become the property of the County. All such documents become a matter of public record and shall be regarded as public records, except as specifically provided by California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not be in any way liable or responsible for the disclosure or any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

b. Any documents submitted by the State and all information obtained in connection with the County's right to inspect Licensed Area become the property of the County. All such documents become a matter of public record.

c. In the event the County is required to defend an action on a Public Records Act request as requested by State for any of the aforementioned documents, information, books, records, and/or contents of a proposed marked "trade secret, "confidential", or "proprietary", the State agrees to refund and indemnify the County from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after State's receipt of County's invoice.

35. **OTHER TERMS AND CONDITIONS**

35.01 Advertising Materials and Signs. Except for warning signs required by law, State shall not post signs upon the Licensed Area or improvements thereon or distribute or cause to be distributed any advertising materials unless prior approval therefore is obtained from the CEO.

35.02 Habitation. The Licensed Area shall not be used for human habitation.

35.03 Non-Interference. State shall not use the Licensed Area in any way which interferes with the use of the Real Property by the County, or lessees or licensees of County, with equipment installed prior to State's installation of the Licensed Facilities. Similarly, the County agrees to use best efforts to ensure that its use of the Real Property and the use of the Real Property by its lessees, licensees, employees, invitees or agents will not in any way

interfere with the operation of State's then-current Licensed Facilities ("Prohibited Interference").

35.04 Safety. State shall immediately correct any unsafe condition on the Licensed Area, as well as any unsafe practices occurring thereon. State shall cooperate fully with the County in the investigation of any accidental injury or death occurring on the Licensed Area, including a prompt report thereof to the CEO. State shall cooperate and comply fully with the County, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all State's structures and enclosures. State, at its expense, may use any and all appropriate means of restricting public access to the Licensed Area.

35.05 Sanitation. No refuse, offensive matter, or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health in violation of any law, shall be permitted or remain on the Licensed Area or within a distance of fifty (50) feet thereof, and State shall prevent any accumulation thereof from occurring.

35.06 Security Devices. State, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the Licensed Area from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the CEO.

35.07 Weed Abatement and Pest Control. County will be responsible for weed abatement and ensuring the site is free from rodents that may damage to the equipment within the vault.

## 36. **STATE'S STAFF AND EMPLOYMENT PRACTICES**

a. State shall designate one member of its staff as an Operations Manager with whom the County may deal on a daily basis. Any person selected by State as an Operations Manager shall be fully acquainted with the State's operation, familiar with the terms and the conditions prescribed therefor by this License and authorized to act in the day to day operation thereof.

b. The CEO may at any time give State written notice to the effect that the conduct or action of a designated employee of State is, in the reasonable belief of the CEO, detrimental to the interest of the County or the Real Property. Following CEO's written notice thereof, State shall, at CEO's sole discretion: (1) terminate such employee's work assignment or (2) meet with representatives of the CEO to consider the appropriate course of action with respect to such matter, and State shall take reasonable measures under the circumstances to assure the CEO that the conduct and activities of State's employee will not be detrimental to the interest of the County and/or the Real Property.

c. State shall establish an identification system for each of its personnel assigned to service the Licensed Area that clearly indicates the name of the person. The identification system shall be furnished at State's expense and may include appropriate uniform attire and name badges as routinely maintained by State.

37. **BANKRUPTCY**

The County and the State hereby expressly agree and acknowledge that it is the intention of both parties that in the event that during the term of this License, State shall become a debtor in any voluntary or involuntary bankruptcy proceeding under the United States Bankruptcy Code, 11 U.S.C. 101, et seq., this License is and shall be treated as an unexpired License of nonresidential real property for purposes of Section 365 of the Bankruptcy Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

38. **TRANSFER**

State acknowledges that the rights conferred herein are specific to State and do not operate to confer on or vest in State any title, interest, or estate in the Licensed Area or any part thereof, and therefore, State shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License. State acknowledges and agrees that County may terminate this License or assign or otherwise transfer its interest in this License to the Los Angeles Regional Interoperable Communication Systems ("LA-RICS") or any other entity, organization, or governmental agency that the County, in its sole discretion, may select, if the County transfers its interest in or responsibility for the Premises (which includes the Licensed Area) to LA-RICS or any other entity.

39. **INTERPRETATION**

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

40. **ELECTRONIC SIGNATURES**

This License and any other document necessary for the consummation of the transaction contemplated by this License may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures.

All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this License and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this License had been delivered and had been signed using a handwritten signature. County and State (i) agree that an electronic signature, whether digital or encrypted, of a party to this License is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this License based on the foregoing forms of signature.

If this License has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

41. **SUPERSEDURE**

This License supersedes and voids any prior license, lease or agreement between Licensee and the Licensor identified in this License with regards to the Premises.

42. **ENTIRE AGREEMENT**

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both the County and State.

**IN WITNESS WHEREOF**, State has executed this License or caused it to be duly executed and County of Los Angeles, pursuant to Chapter 2.08 of the Los Angeles County Code has caused this License to be executed on its behalf by the Chief Executive Officer, the day, month and year first above written.

**LICENSEE**

**STATE OF CALIFORNIA**

DIRECTOR OF DEPARTMENT OF  
GENERAL SERVICES

By: Trevor Johnson  
TREVOR JOHNSON  
Assistant Chief  
State Owned Leasing and Development

Digitally signed by Trevor  
Johnson  
Date: 2025.02.11  
14:43:38 -08'00'

**LICENSOR**

**COUNTY OF LOS ANGELES**

FESIA A. DAVENPORT  
Chief Executive Officer

By: JOHN T. COOKE  
Assistant Chief Executive Officer

**DGS APPROVAL RECOMMENDED:**

DEPARTMENT OF GENERAL SERVICES

By: Kimberley Tsumura  
KIMBERLEY TSUMURA  
Senior Real Estate Officer  
State Owned Leasing and Development

Digitally signed by  
Kimberley Tsumura  
Date: 2025.02.10  
15:50:46 -08'00'

**ATTEST:**

DEAN C. LOGAN  
Registrar Recorder/County Clerk

By: Deputy

**CONSENT:**

CALIFORNIA HIGHWAY PATROL

By: J.D. SACCANI  
J.D. SACCANI  
Assistant Chief  
Administrative Services Division

**APPROVED AS TO FORM:**

DAWYN R. HARRISON  
County Counsel

By: Deputy County Counsel



Exhibit "A"  
Real Property Location





Exhibit "B"  
Licensed Area

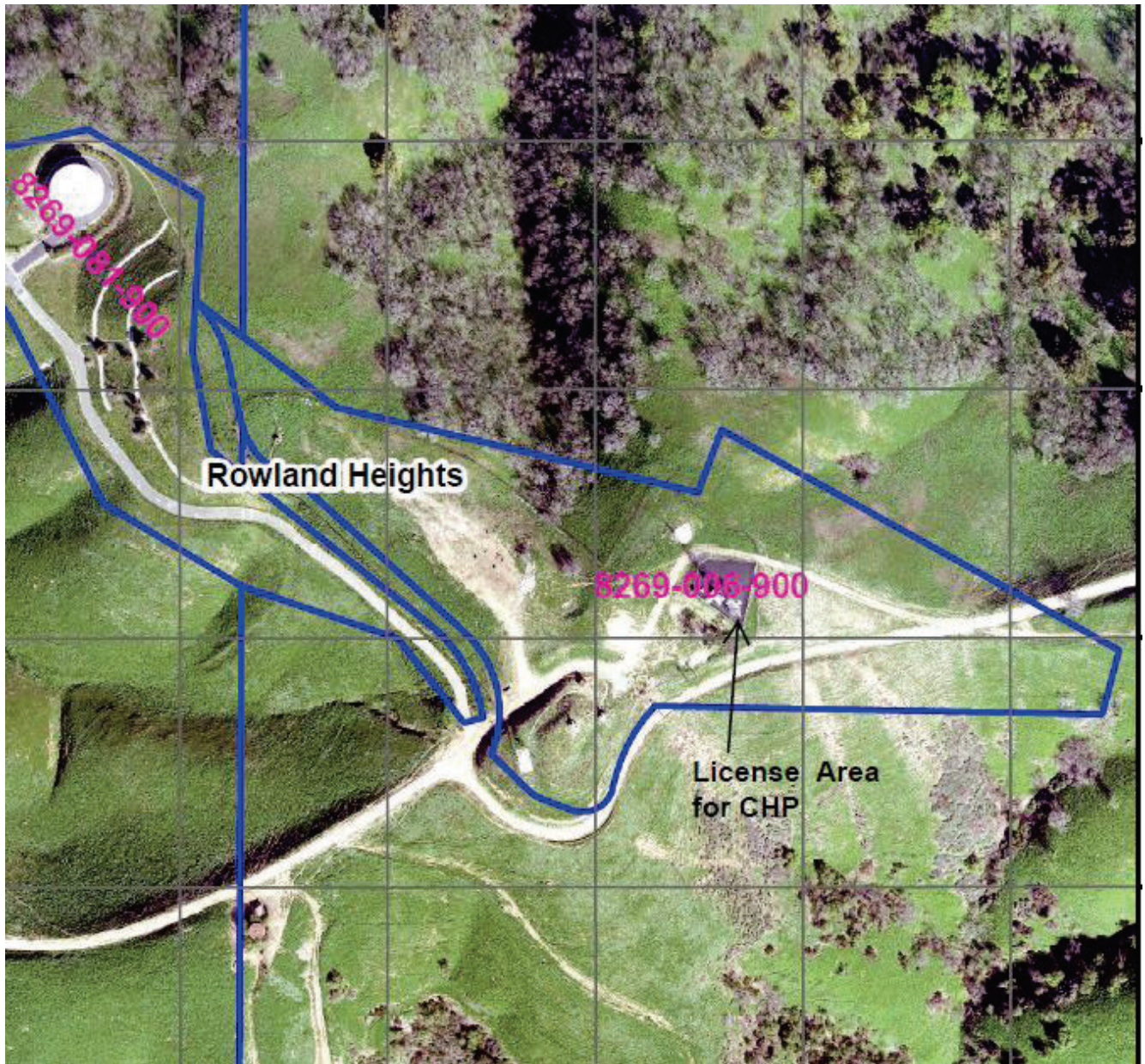


Exhibit "C"  
Page 1 of 3  
Licensed Facility

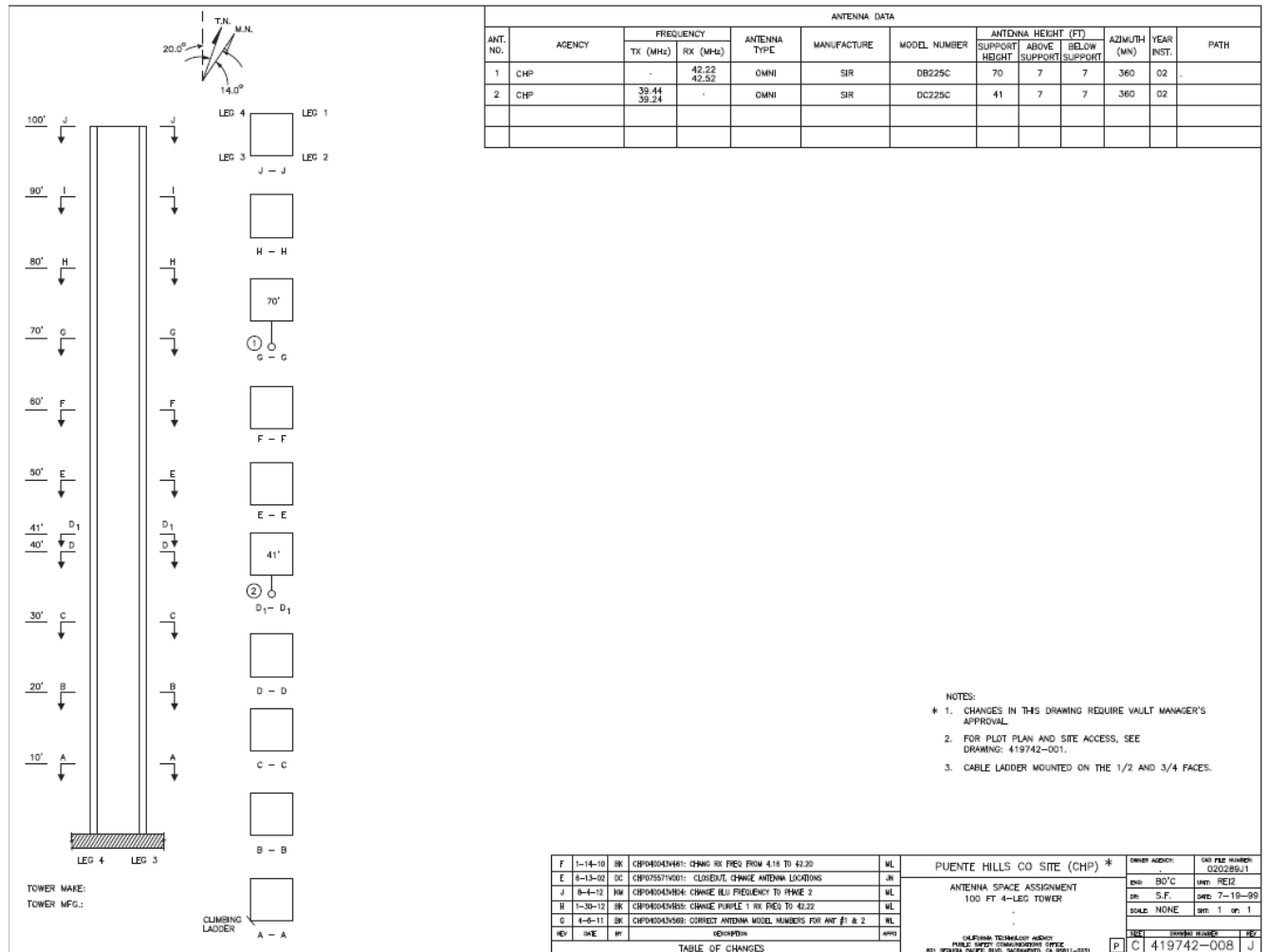
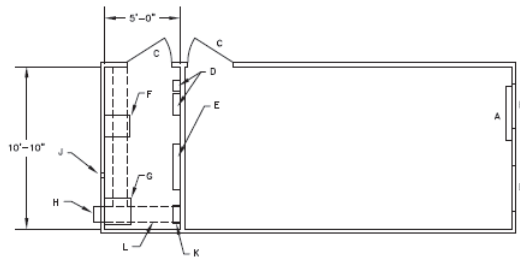


Exhibit "C"  
Page 2 of 3  
Licensed Facility



PLAN  
12' X 30'  
SCALE: 1/4" = 1'-0"

LIST OF EQUIPMENT	
DESIGNATION	DESCRIPTION
A	MICROWAVE & ANTENNA ENTRANCES
B	1" X 3" AIR CONDITIONING OPENING
C	STEEL DOOR, 3' X 7'
D	POWER PANELS
E	MOF, CHP
F	RADIO RACK, CHP, PUR 1 & BLU 1
G	CAVITY RACK, CHP
H	VENT FAN APPROX. 2'
J	HOLE FOR CABLE ENTRANCE
K	EXHAUST FAN APPROX. 1 1/2' FROM CEILING
L	CABLE TRAY

NOTES:

1. CHANGES IN THIS DRAWING REQUIRE VAULT MANAGERS APPROVAL.
2. CEILING HEIGHT:
3. FOR PLOT PLAN & SITE ACCESS, SEE DRAWING 419742-001
4. FOR ANTENNA SPACE ASSIGNMENTS, SEE DRAWING 419742-008
5. FOR CABLE TRAY OVERLAY, SEE DRAWING 419742-003.

PUENTE HILLS, CO. SITE (CHP) *				OWNER APPROVAL CHP	OWN FILE NUMBER 018643C1
C	7-6-01	S.F.	FIELD UPDATE: MISCELLANEOUS CHANGES	VM	REV: BPO
B	10-18-00	CH	FIELD UPDATE: ANTENNA REMOVED EQUIP. 'N'; UPPER VENT 2' - ADD EQUIP. 'A'-'J'	BD	DATE: 12-31-00
A	12-31-00	DC	CHP/ISSUED: INITIAL RELEASE	BPO	SCALE: SHOWN
REV	DATE	BY	DESCRIPTION	APPRO	DATE
TABLE OF CHANGES				STATE OF CALIFORNIA - DLS - TELECOMMUNICATIONS DIVISION 801 SOUTH PUEBLO BLVD. SACRAMENTO, CA 95833-0002	DATE: 12-31-00
				DATE: 12-31-00	DATE: 12-31-00

Licensed Facility

