



County of Los Angeles  
Chief Executive Office

## **PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING**

FESIA A. DAVENPORT  
Chief Executive Officer

**DATE:** Wednesday, March 17, 2021  
**TIME:** 10:00 a.m.

**DUE TO CLOSURE OF ALL COUNTY BUILDING, TO PARTICIPATE IN THE MEETING CALL  
TELECONFERENCE NUMBER: (323) 776-6996 ID: 169948309#**

[Click here to join the meeting](#)

### **AGENDA**

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed per person in total for each item.

**1. CALL TO ORDER**

**2. GENERAL PUBLIC COMMENT**

**3. INFORMATIONAL ITEM(S)** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:

**A. Board Letter:**

REQUEST FOR AUTHORITY TO EXECUTE A NEW LEASE WITH STATE OF CALIFORNIA HIGHWAY PATROL MOUNTY LUKENS COMMUNICATION SITE LA CANADA FLINTRIDGE

Speaker(s): Michael Rodriguez (CEO)

**4. PRESENTATION/DISCUSSION ITEM(S):**

**A. Board Briefing:**

JUVENILE JUSTICE COORDINATING COUNCIL OVERVIEW BRIEFING

Speaker(s): Tom Faust (Probation)

**B. Board Briefing:**

DIVISION OF JUVENILE JUSTICE (DJJ) TRANSITION COMMITTEE BRIEFING

Speaker(s): Tom Faust (Probation)

**C. Board Briefing:**

MONTHLY BRIEFING: SHERIFFS' CIVILIAN OVERSIGHT COMMISSION (COC) AND OFFICE OF THE INSPECTOR GENERAL (OIG)

Speaker(s): Brian Williams (COC) and Max Huntsman (OIG)

Wednesday, March 17, 2021

**5. PUBLIC COMMENTS**

**CLOSED SESSION:**

**CS-1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

(Subdivision (a) of Government Code Section 54956.9)

**Calvin Newburn v. Los Angeles County Board of Supervisors, et al.**

United States District Court Case No. 2:18-CV-09692.

Department: Sheriff's

**6. ADJOURNMENT**

**7. UPCOMING ITEMS:**

**A. Board Briefing:**

ALTERNATIVES TO INCARCERATION BRIEFING

Speaker(s): Songhai Armstead (ATI)

**B. Board Briefing:**

ROSAS BRIEFING

Speaker(s): TBD

**C. Board Briefing:**

COPS BUREAU BRIEFING

Speaker(s): Johan Thrall, Joseph Nicassio, Geoffrey Deedrick, Roberto Medrano  
(All Sheriff)

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY  
CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE  
AGENDA NUMBER YOU ARE COMMENTING ON:

**PUBLIC\_SAFETY\_COMMENTS@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**

<b><u>Term</u></b>	<b><u>Payment</u></b>
<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

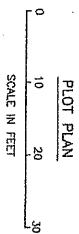
According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to 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.

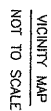


TABLE OF CHANGES

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- REF FILE





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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

---

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

Mark McGuire  
February 11, 2020  
Page 2

<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


---

M E M O R A N D U M

---

**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

---

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)

Notes:

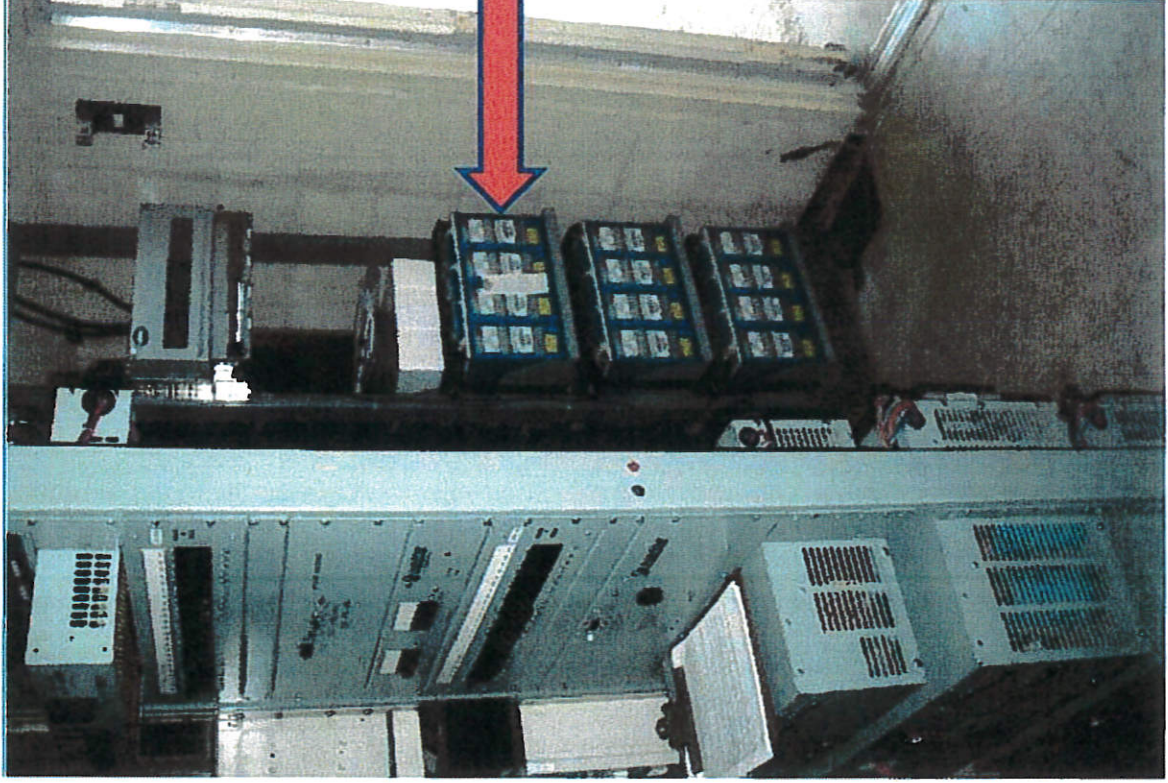
Room 1 thru 7 Existing LA County Book Store

LEONARD (3 typ) -

- 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**

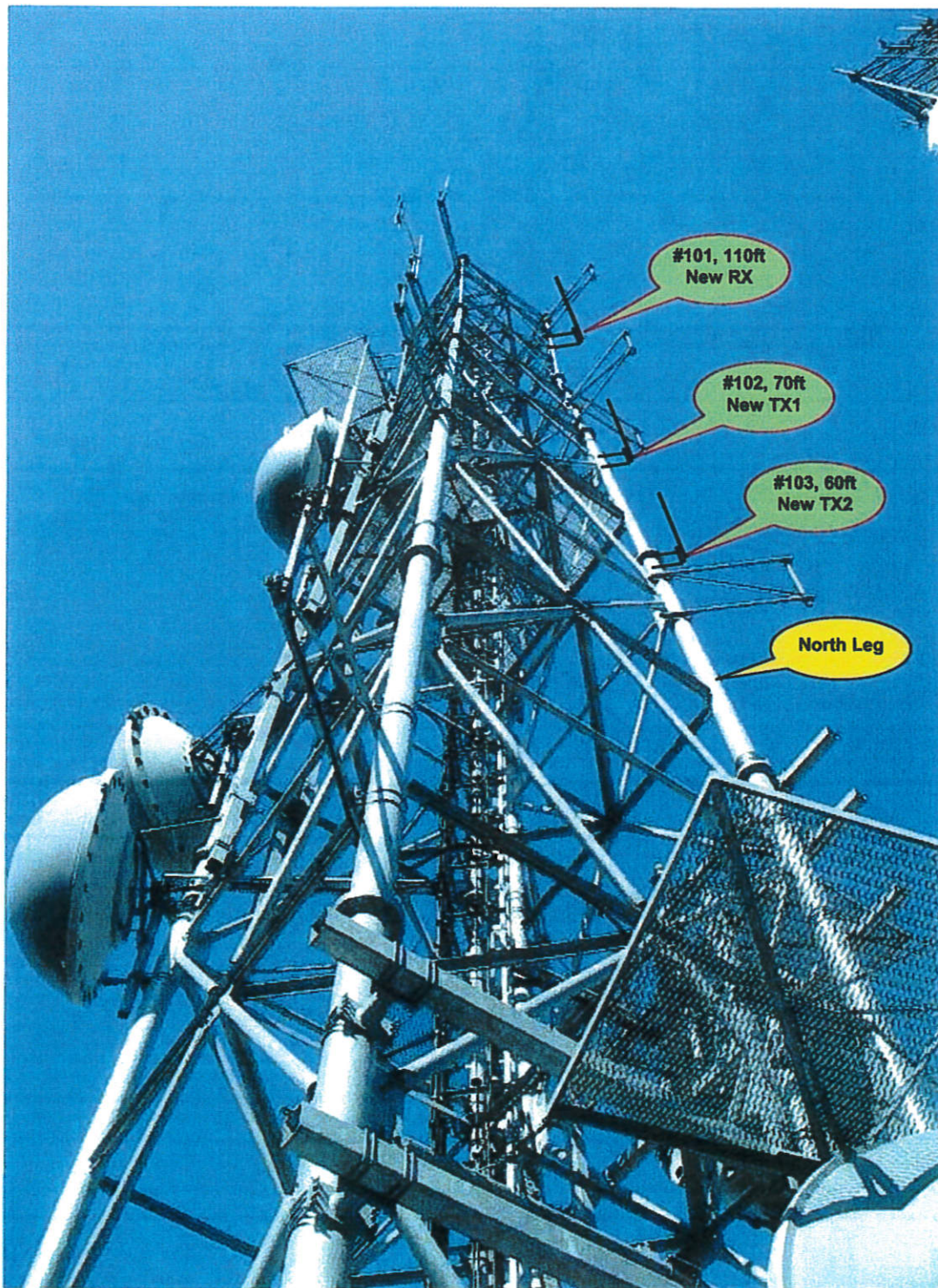
No	Make & Model	Antenna Length or M/W Dish Size	Gain (dBd) (dBi for MW)	Azimuth	Height	Existing(E) Removing(R) New(N)
1	DB Spectra DS7A06F36U6N	7.6'	6	0	60'	N
2	DB Spectra DS7A06F36U6N	7.6'	6	0	70'	N
3	DB Spectra DS7A06F36U6N	7.6'	6	0	110'	N
4	Tallysman SA-KRE1011217/02	5" Dia			RACEWAY	N
5	Tallysman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



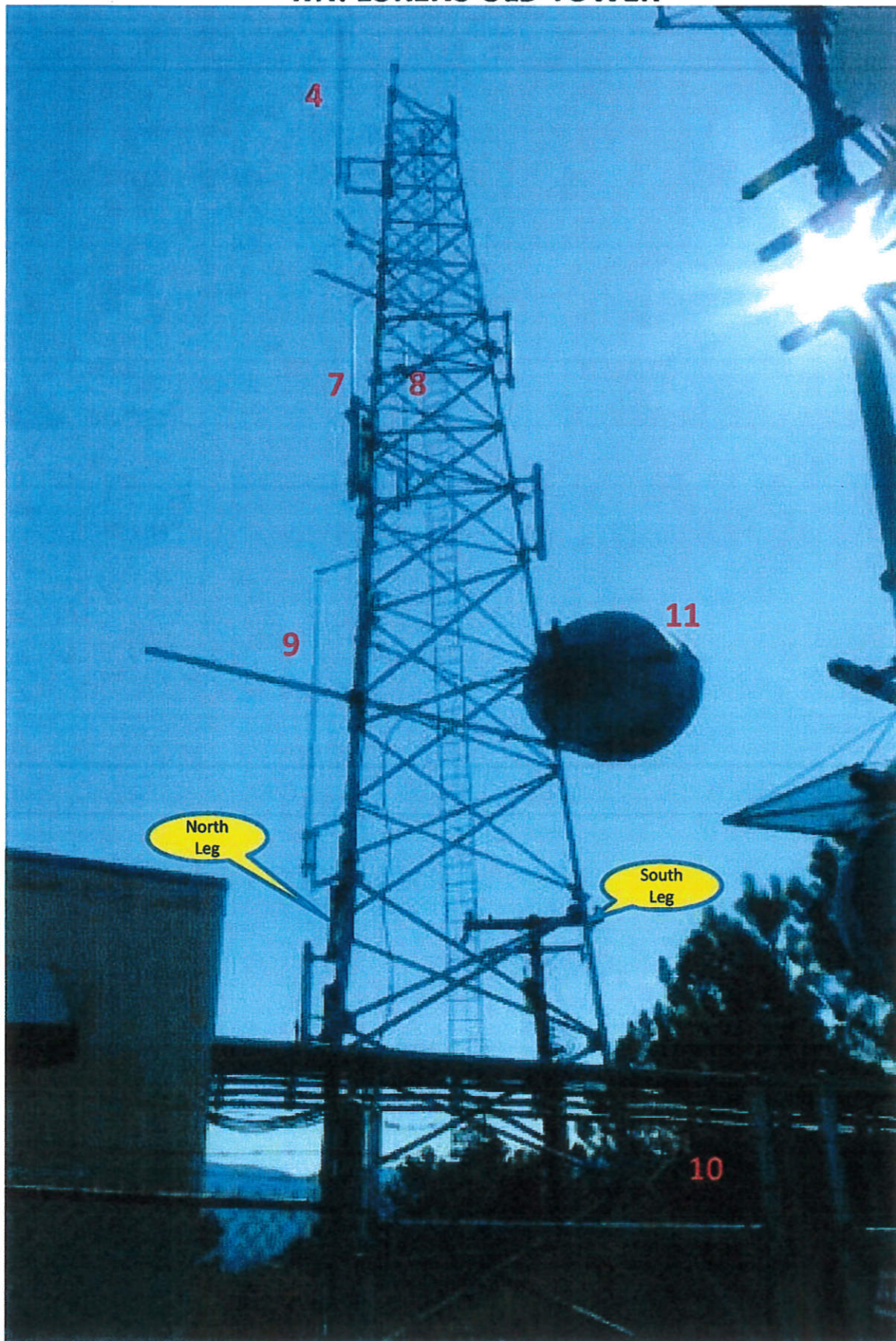
## MT. LUKENS NEW TOWER



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

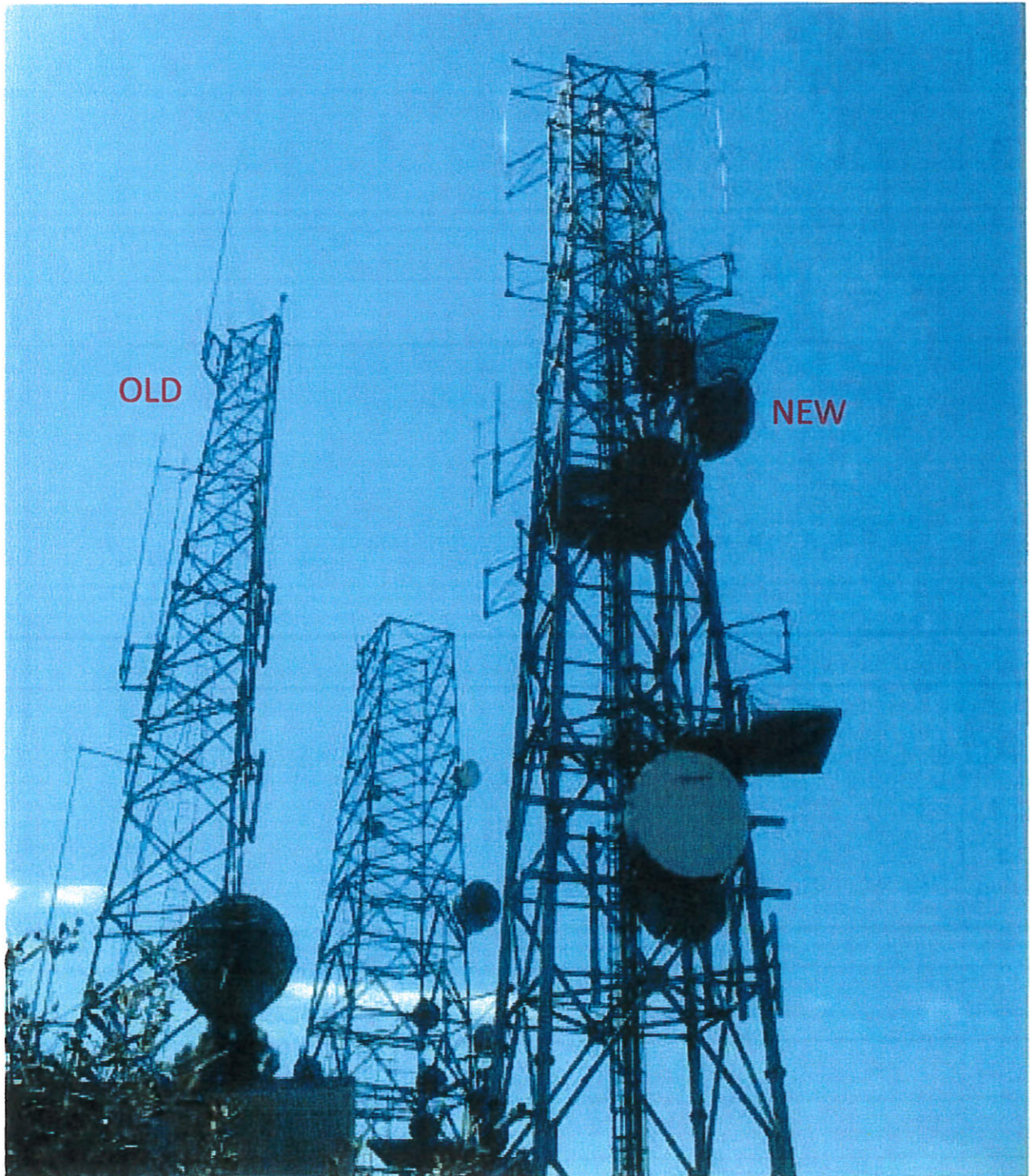


## MT. LUKENS OLD TOWER



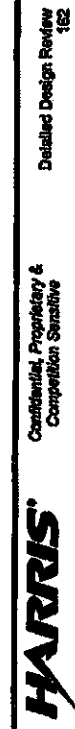


## MT LUKENS' OLD & NEW TOWER



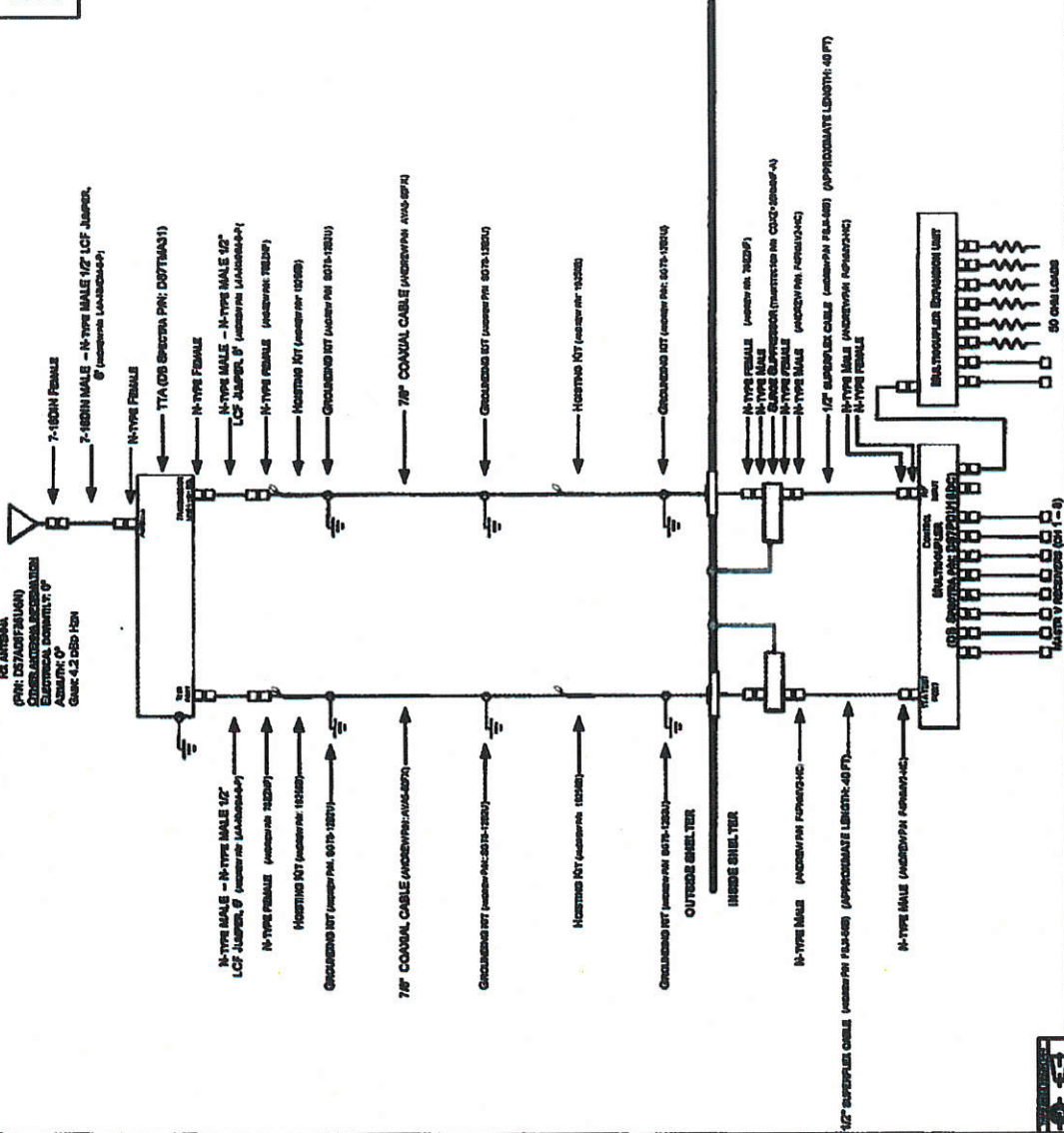
**SYSTEM BLOCK DIAGRAM:**

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.



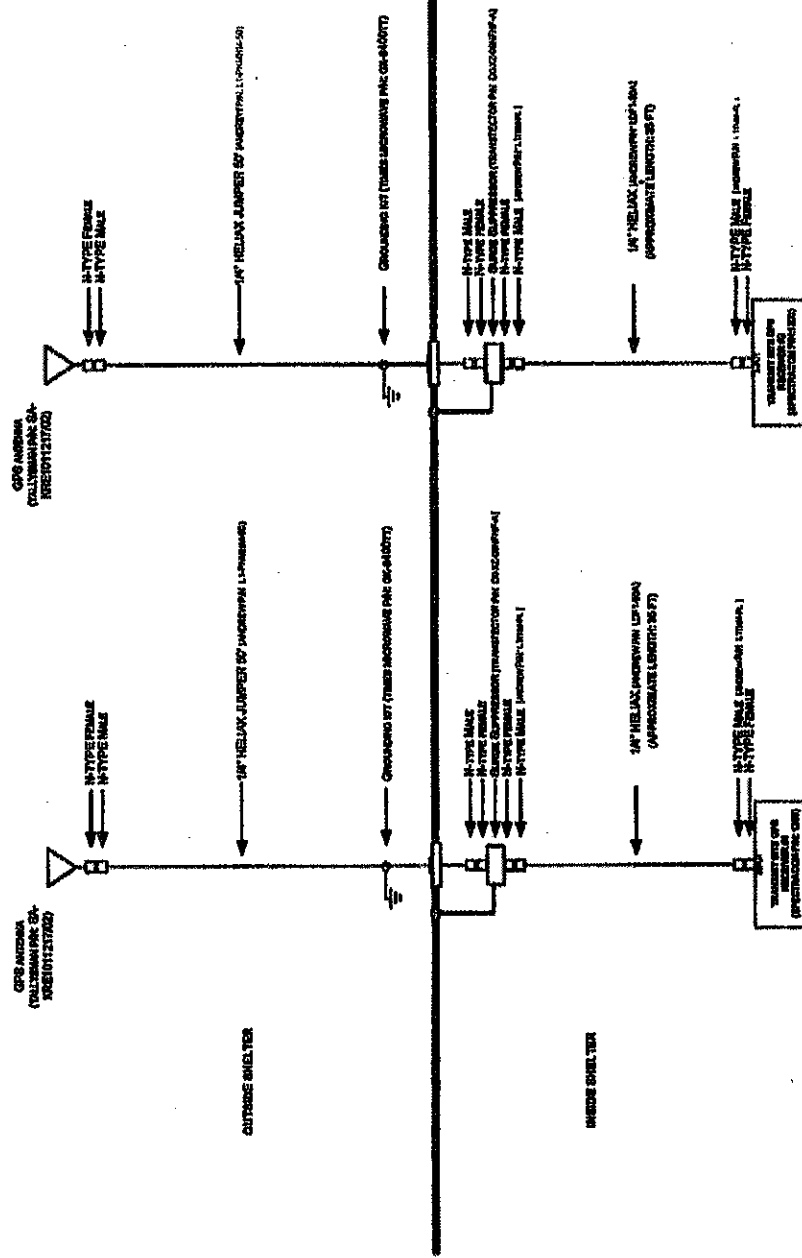


Notes:  
Cable lengths are approximate and will be customized on site.  
Cable is installed in the antenna system from the antenna through the surge suppressor.  
All equipment from that antenna will be installed by Harris



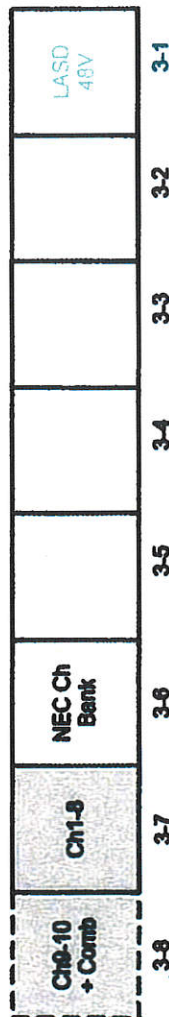
Mount Location (LACNRS - Basin Zone)	ASD 6 1014 1000 1000
Requested by (M. Collins)	R2 Antenna System
DATE	11/14/2014
REVISED	11/14/2014
DESIGNED BY	11/14/2014
COMPANY PROPERTY AND CONFIDENTIAL	

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



Project Name	MSP # 10154 QCR, Zion
Mount Location	LAHRS- Basin Zone
Prepared by	St. Gallen
System	Navigation System
Date	1/14/2014
Rev	REV 2.0
Sheet #	1 of 12
Contract	Contract # 10154 QCR

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

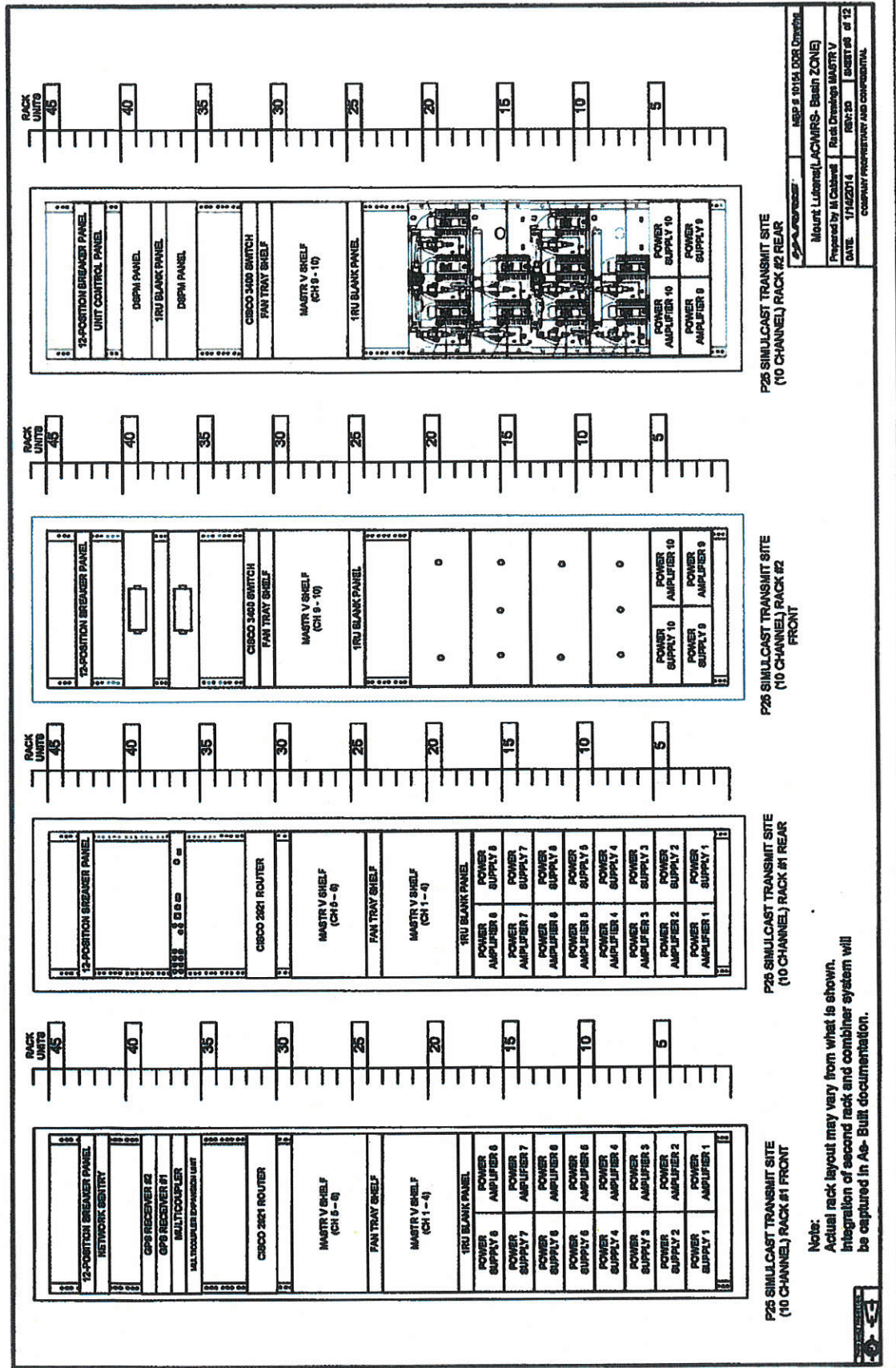
Project Name	MLU P25 Upgrade
Project Location	Mount Lateral (CWIRS - South Zone)
Project Manager	Bob R. R. R.
Project Engineer	Bob R. R. R.
Project Date	10/12/13
Project Sheet	Sheet 1 of 12

Confidential, Proprietary &  
Competition Sensitive

Detailed Design Review  
105

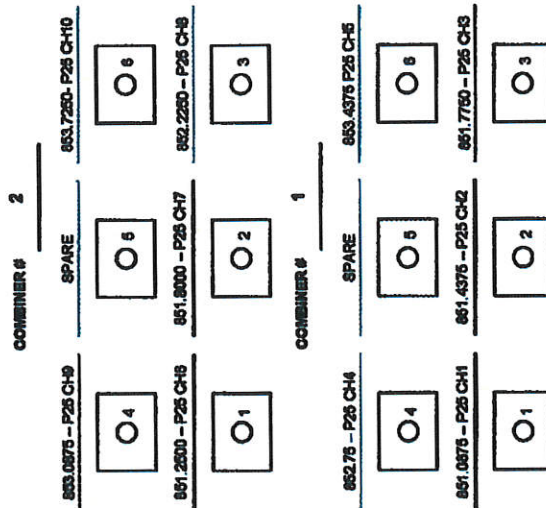
**HARRIS**





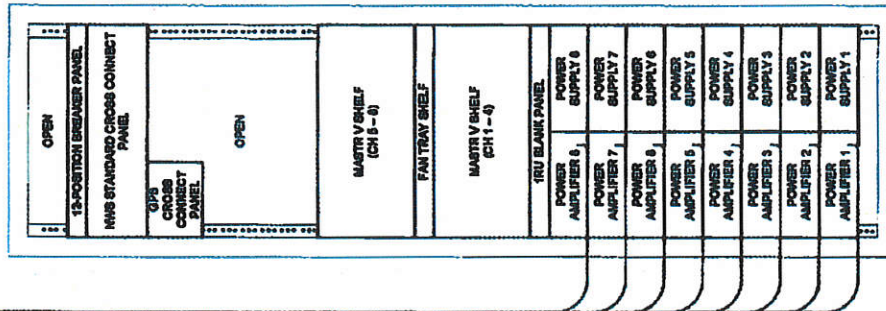
# Frequency Plan

Channel #	Channel Name	Channel Frequency (MHz)	TX Frequency (MHz)	CG	ML	QAT	VPK
2	CH1	851.0875	851.0875	CH1	CH1	CH1	CH1
5	CH2	851.2500	851.2500	CH2	CH2	CH2	CH2
8	CH3	851.4125	851.4125	CH3	CH3	CH3	CH3
11	CH4	851.5750	851.5750	CH4	CH4	CH4	CH4
14	CH5	851.7375	851.7375	CH5	CH5	CH5	CH5
17	CH6	851.9000	851.9000	CH6	CH6	CH6	CH6
20	CH7	852.0625	852.0625	CH7	CH7	CH7	CH7
23	CH8	852.2250	852.2250	CH8	CH8	CH8	CH8
26	CH9	852.3875	852.3875	CH9	CH9	CH9	CH9
29	CH10	852.5500	852.5500	CH10	CH10	CH10	CH10
32	CH11	852.7125	852.7125	CH11	CH11	CH11	CH11
35	CH12	852.8750	852.8750	CH12	CH12	CH12	CH12
38	CH13	853.0375	853.0375	CH13	CH13	CH13	CH13
41	CH14	853.2000	853.2000	CH14	CH14	CH14	CH14
44	CH15	853.3625	853.3625	CH15	CH15	CH15	CH15
47	CH16	853.5250	853.5250	CH16	CH16	CH16	CH16

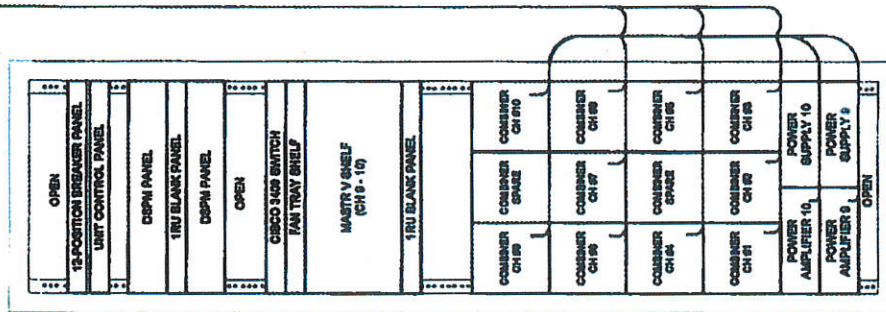




Note:  
Jumps shown are proposed runs.  
Actual jumper positions are dependant on the  
rack assembly and will be documented in the  
As-Built drawings.  
Assembly will take place in Harris provided  
warehouse in LA County



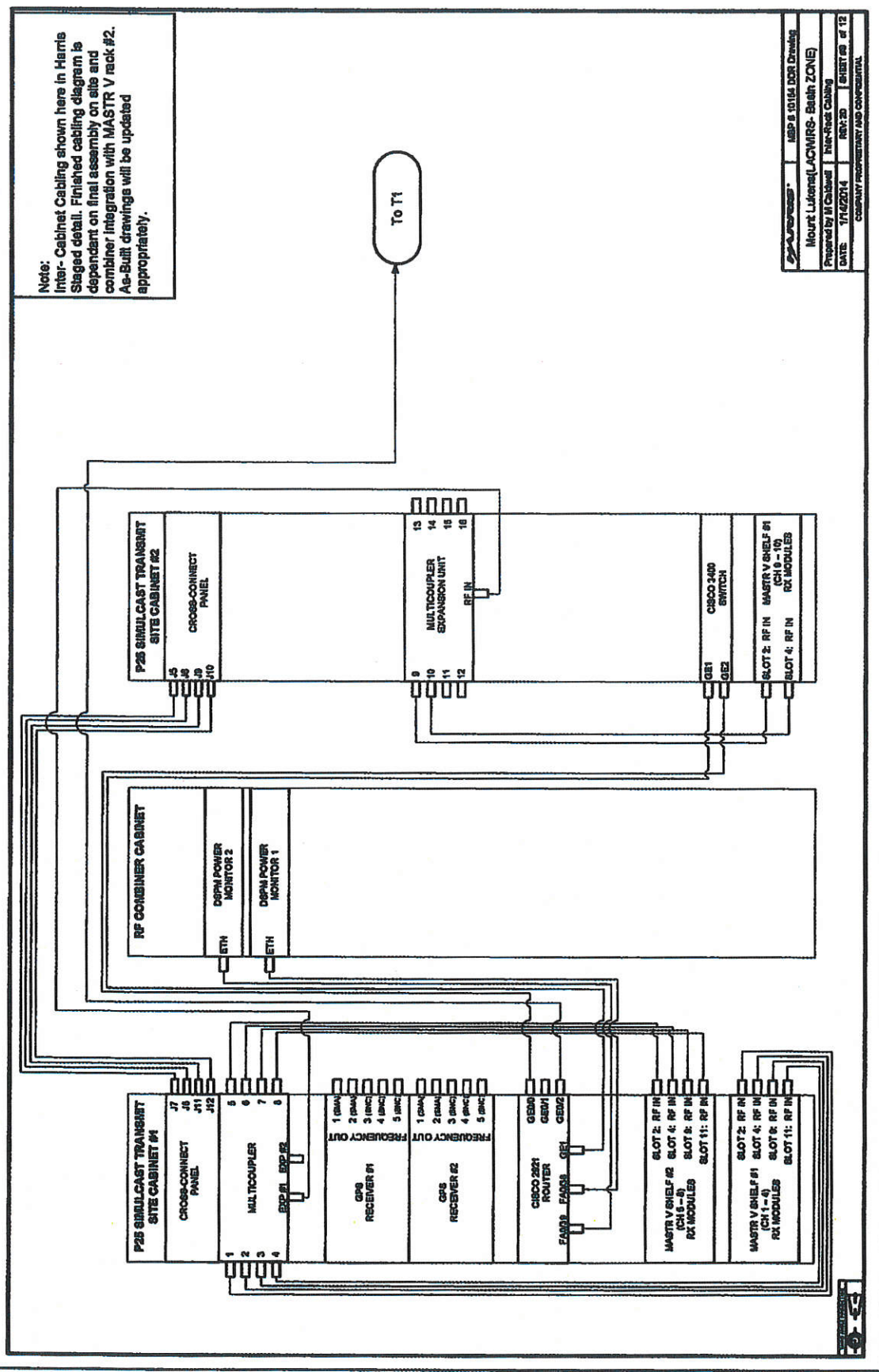
RACK #1 REAR



RACK #2 REAR

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

Mount Licenser (ACHMRS- Basin ZONE)	17/14/2014	REV: 23	SHEET 18 of 12
Prepared by: M. Coland	DATE:	17/14/2014	COMPANY: PROPRIETARY AND CONFIDENTIAL





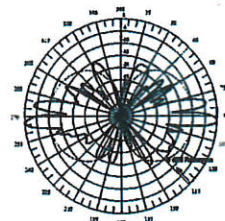
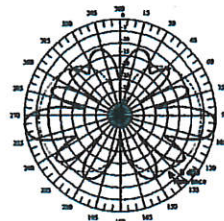
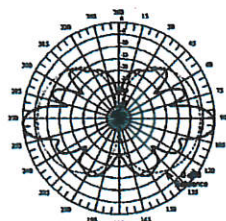
# 700-800 MHz Broadband Antennas with Beam Tilt (746-869 MHz) Fiberglass Omni

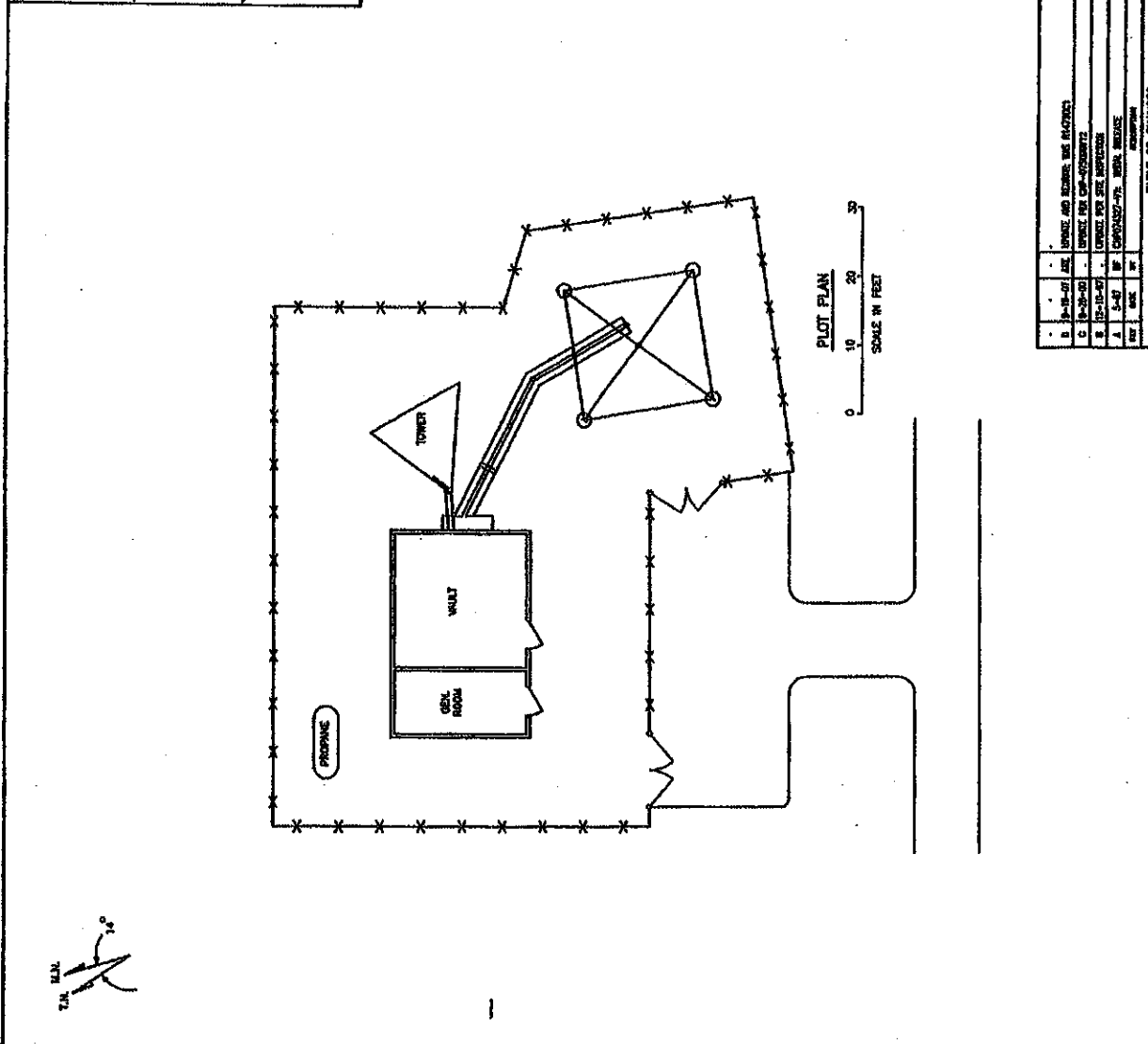
dbSpectra

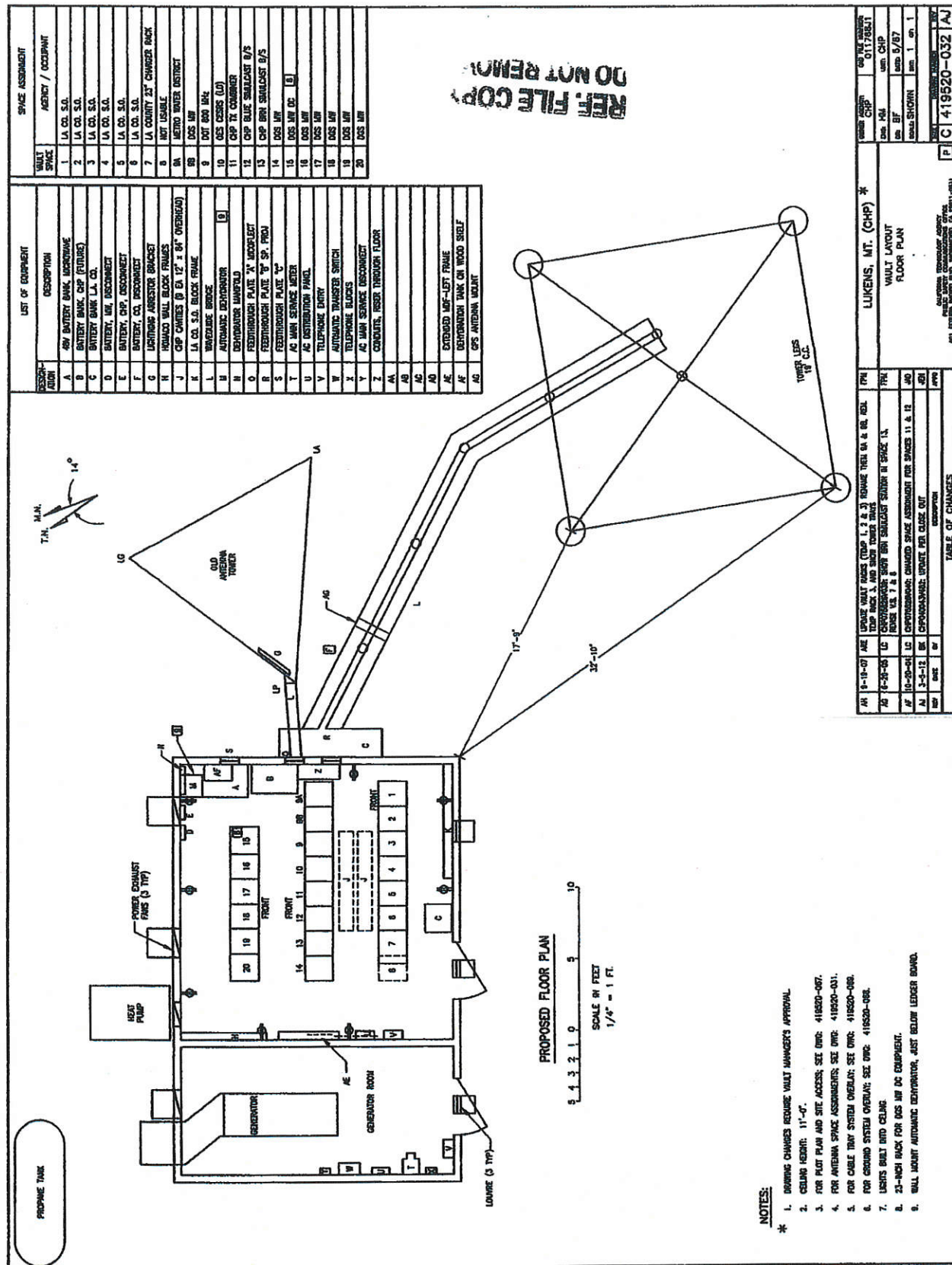
MODEL	DS7A06F36U3N	DS7A06F36U6N	DS7C10F36U3N	DS7C10F36U6N
Model with 7/16 DIN	DS7A06F36U3D	DS7A06F36U6D	DS7C10F36U3D	DS7C10F36U6D
Type	Omni	Omni	Omni	Omni
<b>ELECTRICAL SPECIFICATIONS</b>				
Frequency Range (MHz)	746-869	746-869	764-869	764-869
Bandwidth (MHz)	123	123	105	105
Power (Watts)	500	500	500	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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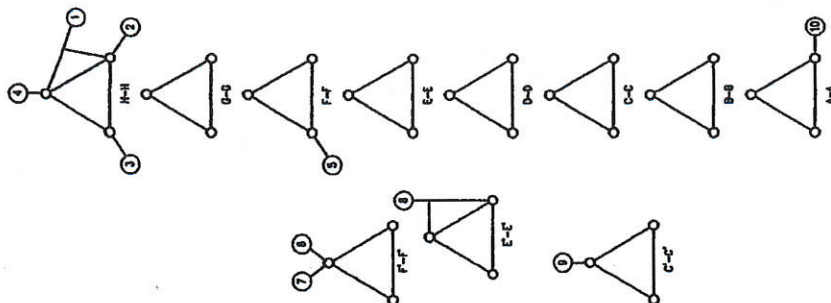


**NOTES:**

1. BOWING CHAIRS REQUIRE VILIT MANAGER'S APPROVAL.
2. CEILING HEIGHT: 11'-0".
3. FOR PLOT PLAN AND SITE ACCESS: SEE DWG. 41920-087.
4. FOR PLOT PLANT SPACE ASSIGNMENTS: SEE DWG. 41920-031.
5. FOR CABLE TRAY SYSTEM OVERLAYS: SEE DWG. 41920-040.
6. FOR CLOUD SYSTEM OVERLAYS: SEE DWG. 41920-048.
7. LIGHTS BUILT INTO CEILING.
8. 23-HOUR BACK FOR 105 MM DC EQUIPMENT.
9. WALL MOUNT AUTOMATIC EXTINGUISHER, JUST BELOW LEADER BUNDLE.

[illegible]





AIRC. NO.	AGENCY	FREQUENCY		ANTENNA TYPE	USF.	MODEL /	ANTENNA HEIGHT (FT)		QUANTITY (AIR)	YEAR INST.	PAIN
		TX (MHz)	RX (MHz)				Support Height	Signal Height			
1	CHP	42.50	42.82	OMNI	NRCD	CO11A	80	12	2	2000	
2	TEST ANTENNA			OMNI			80				
3	10T	380.075	381.075	LS 48 OMNI	NRCD	800 8007	80	7		2000	
4	A. S.O. 57	470.8375	473.8375	OMNI	CELLWAVE	PO 765	80	20	3	88	
5	05S, C385S (U)	153.765	154.880	OMNI	CELLWAVE	PO 220	60	20	3	87	
6	A. S.O. CH. 18	463.0075	NONE	OMNI	CELLWAVE	PO 765	50	20	3	88	
7	A. S.O. CH. 1 443.5575 443.5575 CH. 25	443.5575 443.5575 463.1125	NONE	OMNI	CELLWAVE	PO 765	50	20	3	88	
8	CHP	42.14	42.18	OMNI	P4	83F	42	12	2	83	
9	A. S.O.	NONE	NONE	OMNI	CELLWAVE	PO 765	20	20	3	88	
10	A. S.O.	NONE	80 MHz	OMNI	SPECTRUM	8007	10		1/2	88	

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:  
C1 15- 468.3175  
C1 15- 468.8125  
C1 16- 468.5375  
C1 17- 468.0025  
C1 18- 468.5375  
C1 19- 468.8125  
C1 20- 468.3175  
C1 21- 468.8125  
C1 22- 468.3175  
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[illegible]




**REF. FILE COPY  
DO NOT REMOVE**

7. ANTENNA/OSK MECHANICAL TILT  
A. POSITIVE DEGREES DENOTES UP/FL  
B. NEGATIVE DEGREES DENOTES DOWN/FL

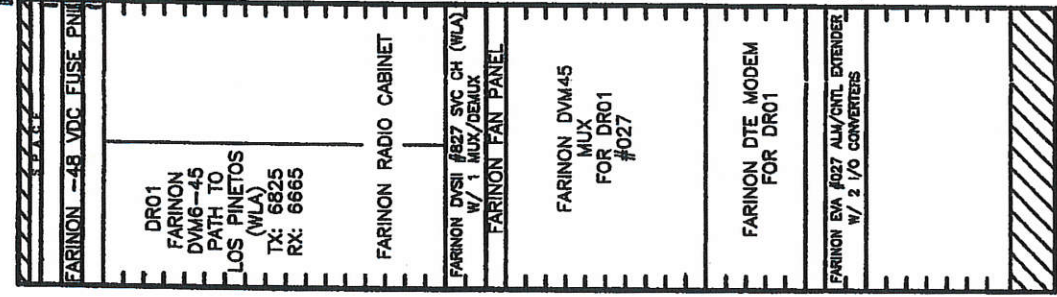


7	10-11-61	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100									
1	2	3	4	5	6	7	8	9	10	11	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

100







NOTES:

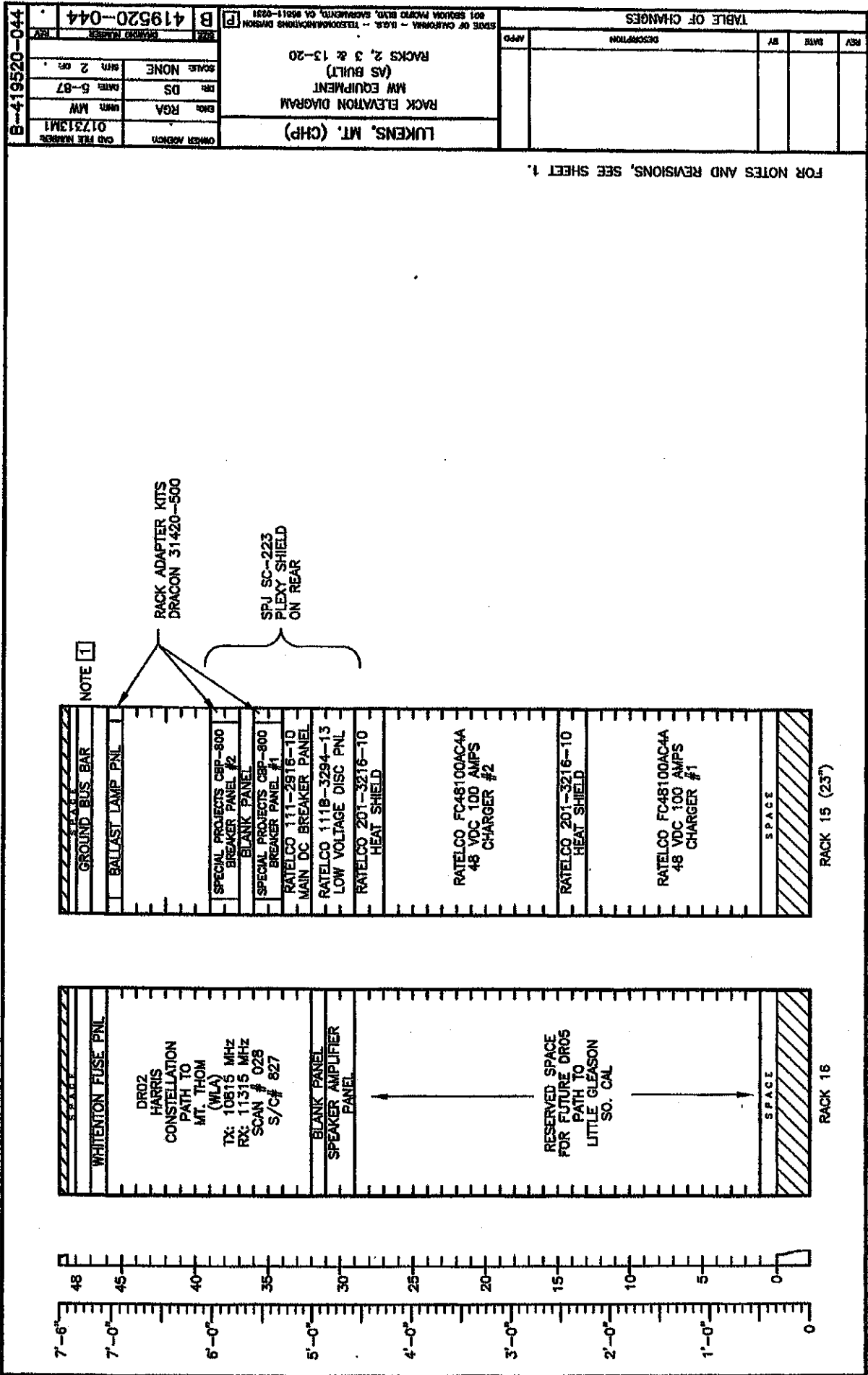
- NOTES:
1. -48V COMMON BUS BAR MOUNTED ON REAR.
2. THIS DWG. REPRESENTS "AS BUILT" VAULT CONDITIONS. APPLY ANY NEW DESIGN CHANGES TO "PROPOSED" RACK ELEVATION DIAGRAM. FOR "PROPOSED" RACK ELEVATION DIAGRAM, SEE DWG 419520-079.
3. ALL SOUTH VALLEY BASEBAND DEVICES HAVE BEEN DISABLED. THESE WILL BE REMOVED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

TABLE OF CHANGES				
REV	DATE	BY	DESCRIPTION	APP
AN	6-16-07	OC	DIAL 151001-0707: UPDATE PSN EQUIP.	1000
AP	9-6-07	MA	REWORK HUBING MODULE AND BLACK BOX TO MATCH 2 SH 2	FL
AO	3-1-08	CH	REWORK HUBING MODULE SHIMS & AIR CONNECT (SL 3)	1000
AR	3-19-08	OC	REWORK HUBING MODULE BLACK BOX MATCH MODEL A & 1771 TO BOX STRINGS.	FL

LUKENS, MT. (CHP)

B-419520-044																			
<table border="1"> <tr> <td>ORDER AGENCY:</td> <td>01716ZRT1</td> </tr> <tr> <td>DATE:</td> <td>JM</td> </tr> <tr> <td>TIME:</td> <td>MM</td> </tr> <tr> <td>SCALE:</td> <td>NONE</td> </tr> <tr> <td>SHR:</td> <td>1 OF: 3</td> </tr> </table>	ORDER AGENCY:	01716ZRT1	DATE:	JM	TIME:	MM	SCALE:	NONE	SHR:	1 OF: 3	<table border="1"> <tr> <td>SIZE:</td> <td>14MM X 14MM</td> </tr> <tr> <td>REV:</td> <td>AR</td> </tr> <tr> <td>B</td> <td>419520-044</td> </tr> <tr> <td>AR</td> <td></td> </tr> </table>	SIZE:	14MM X 14MM	REV:	AR	B	419520-044	AR	
ORDER AGENCY:	01716ZRT1																		
DATE:	JM																		
TIME:	MM																		
SCALE:	NONE																		
SHR:	1 OF: 3																		
SIZE:	14MM X 14MM																		
REV:	AR																		
B	419520-044																		
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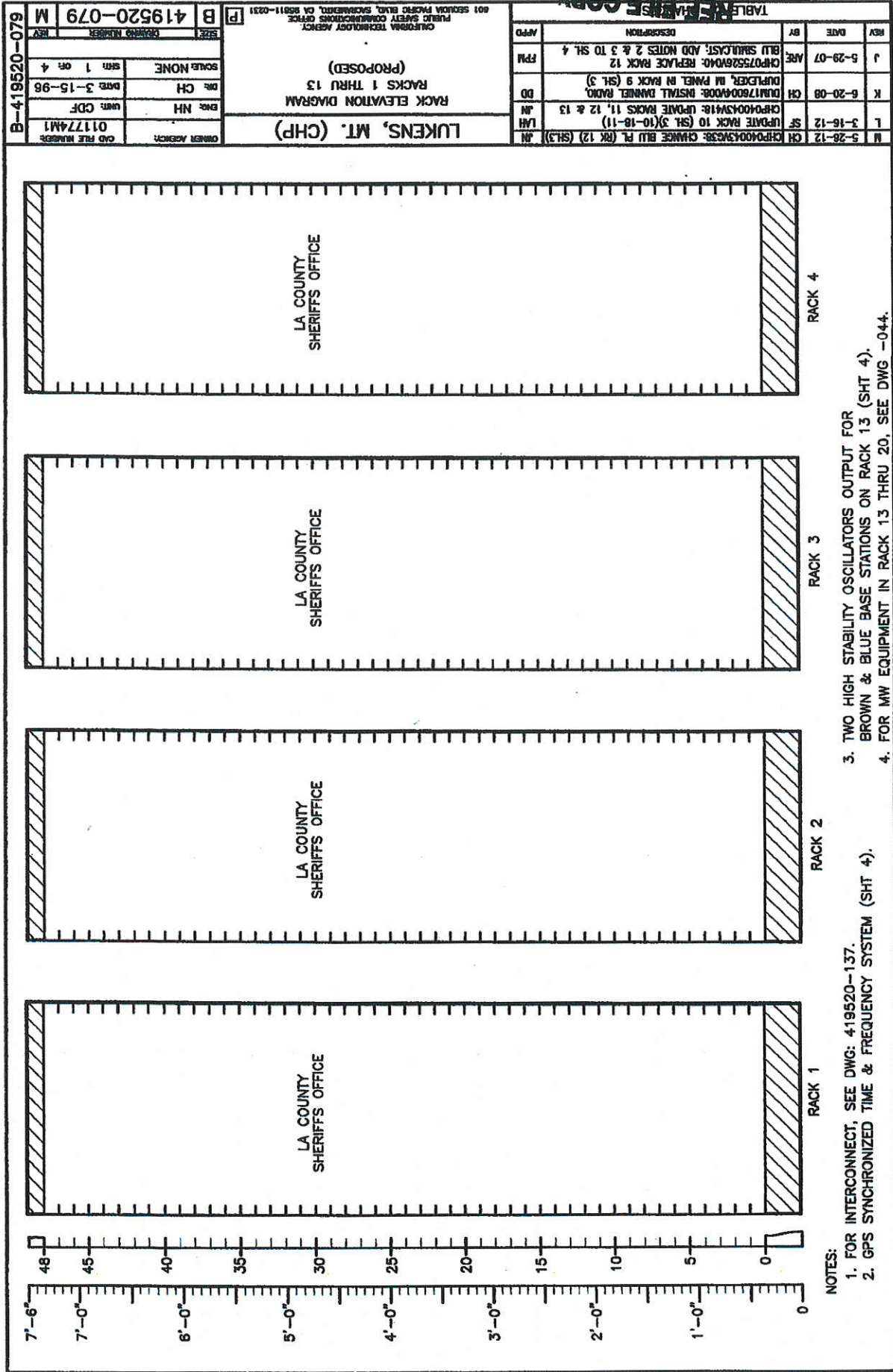
**B-419520-044**



REV		DATE	BY	DESCRIPTION	APPRO
<p>LUKENS, MT. (CHP)</p> <p>RACK ELEVATION DIAGRAM</p> <p>MM EQUIPMENT</p> <p>(AS BUILT)</p> <p>RACKS 2, 3 &amp; 13-20</p>					
<p>STATE OF CALIFORNIA - D.B. -- TELECOMMUNICATIONS DIVISION</p> <p>801 BEHSON PARKWAY, SACRAMENTO, CA 95811-0231</p>					
REV		DATE	BY	DESCRIPTION	APPRO
<p>ORDER ACTION</p> <p>END: RKB</p> <p>DATE: 3-14-89</p> <p>SCALE: NONE</p> <p>SHEET: 3 OF 3</p>					
REV		DATE	BY	DESCRIPTION	APPRO
<p>END FILE NUMBER</p> <p>01926481</p>					
REV		DATE	BY	DESCRIPTION	APPRO
<p>419520-044</p>					



DO NOT REMOVE  
REFERENCE COPY









**BRN SIMULCAST**  
 TX: 44.74 MHz  
 PL: 186.2 Hz  
 RX: 42.48 MHz  
 PL: 186.2 Hz  
 STATUS: 2175 Hz  
 RF: 339028  
 SF: SBL769

REV	DATE	BY	DESCRIPTION	APPRO
1	3-15-96	CH	SCALE: NONE	
2	3-15-96	CH	SCALE: NONE	
3	3-15-96	CH	SCALE: NONE	
4	3-15-96	CH	SCALE: NONE	
5	3-15-96	CH	SCALE: NONE	
6	3-15-96	CH	SCALE: NONE	
7	3-15-96	CH	SCALE: NONE	
8	3-15-96	CH	SCALE: NONE	
9	3-15-96	CH	SCALE: NONE	
10	3-15-96	CH	SCALE: NONE	
11	3-15-96	CH	SCALE: NONE	
12	3-15-96	CH	SCALE: NONE	
13	3-15-96	CH	SCALE: NONE	
14	3-15-96	CH	SCALE: NONE	
15	3-15-96	CH	SCALE: NONE	
16	3-15-96	CH	SCALE: NONE	
17	3-15-96	CH	SCALE: NONE	
18	3-15-96	CH	SCALE: NONE	
19	3-15-96	CH	SCALE: NONE	
20	3-15-96	CH	SCALE: NONE	
21	3-15-96	CH	SCALE: NONE	
22	3-15-96	CH	SCALE: NONE	
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43	3-15-96	CH	SCALE: NONE	
44	3-15-96	CH	SCALE: NONE	
45	3-15-96	CH	SCALE: NONE	
46	3-15-96	CH	SCALE: NONE	
47	3-15-96	CH	SCALE: NONE	
48	3-15-96	CH	SCALE: NONE	

**OWNER APPROVAL:** [Signature]  
**DATE:** 3-15-96  
**BY:** CH  
**SCALE:** NONE  
**UNIT:** CDF  
**Q1177712**

**TABLE OF CHANGES**

**LUKENS, MT. (CHP)**  
 RACK ELEVATION DIAGRAM  
 RACKS 1 THRU 13  
 (PROPOSED)

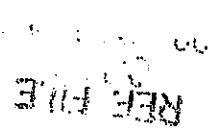
**GENERAL INFORMATION:**  
 PUBLIC SAFETY COMMUNICATIONS OFFICE  
 401 SOUTH PINE STREET, ENGLEWOOD, CO 80111-0231

**DATE:** 3-15-96  
**BY:** CH  
**SCALE:** NONE  
**UNIT:** CDF  
**Q1177712**

**REV** **DATE** **BY** **DESCRIPTION** **APPRO**







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.

QTY	DESCRIPTION	ITEM
1	ANTHRA, BICO PENTA 0.40	1
2	WT. REDUCER PENTON, COO PENT	2
3	WALW, CAPPED W/ANTHRA	3
4	CABLE, ANTHRA-REDUCE, JUMBO, SV, 400-111	4
1	CONNECTOR, 7/8" REDUC, WT. ANTHRA (LHR)	5
1	SNAC, SHIMMER, DOT, 400, 40	6
1	CONNECTOR, 1 1/2" SUPERIOR, 140-44, ANTHRA 4400P	7
10	SUPERSEAL, 1/2", ANTHRA 400-400	8
2	WT. CABLE, PENTON, PENTON 400-400	9
10	SUPERSEAL, 1/2"-100, 400, POLYURETHANE 40-400-40	10
11	CONNECTOR, 1/2" ST. 100, ANTHRA 400-400	11
12	WINDING, BENT, 400, 40, 400-400	12
13	WT. CABLE, CABLE, CABLE, 400-400, 400-400	13
14	WT. CABLE, 7/8" REDUC, ANTHRA 400-400	14
15	2 CUSION, ANTHRA, WT. 400-400, 400-400	15
16	CABLE, 1/2" ANTHRA, 400, 400-400	16
17	CABLE, 1/2" ANTHRA, 400, 400-400	17
18	CONNECTOR, 400, 400, 400-400	18

[illegible]

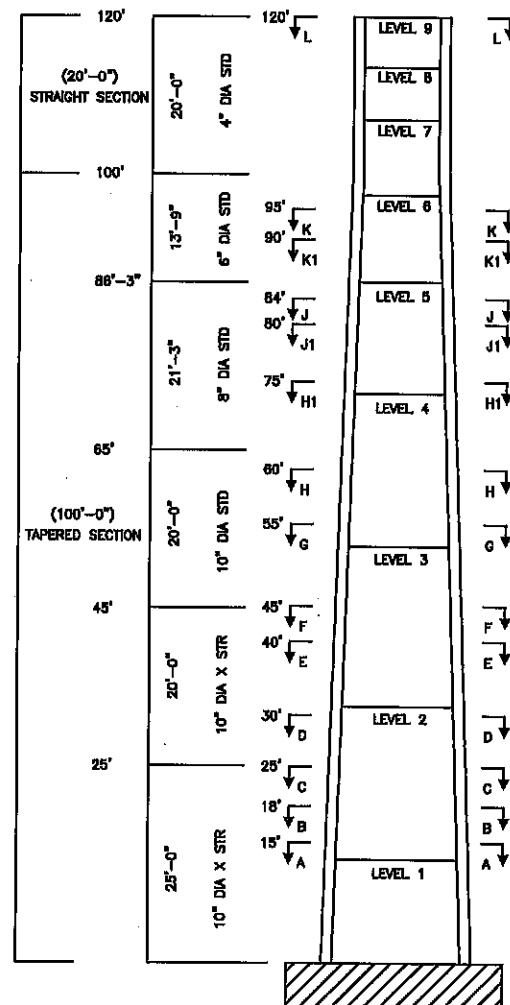
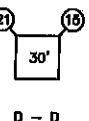
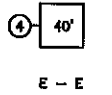
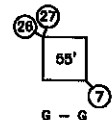
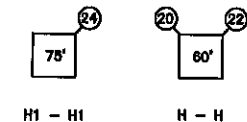
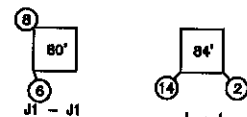
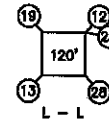
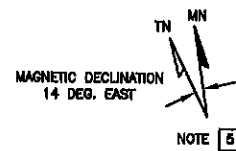




1. CIRCULAR CABLE LENGTH FOR NO-214 CABLE.
2. FOR DC INTERCONNECT REFER TO DWG 416520-131.
3. FOR AUDIO & CONTROL INTERCONNECT, REFER TO DWG 416520-132.
4. FOR GPS REFERENCE NAME OF CABLE PLAN, REFER TO DWG 416520-133.

[illegible]

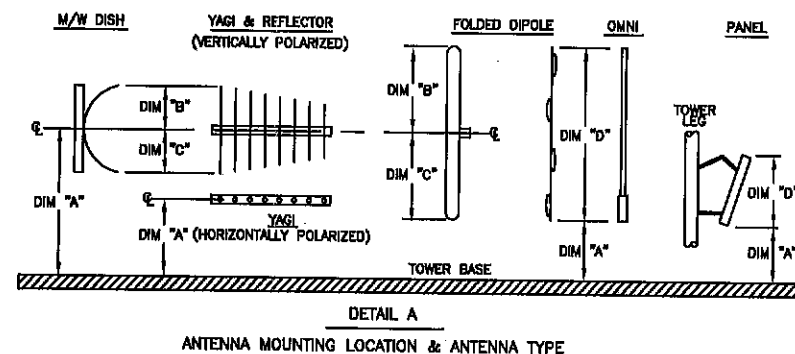




TOWER MFG.: ROHN (CUSTOM)  
TOWER MODEL: 9 LEVELS, 120 FT

TOWER MANUFACTURER: ROHN (CUSTOM)  
TOWER MODEL #: 9 LEVELS, 120 FT  
NAD 27: LATITUDE: 34°-16'-07" LONGITUDE: 118°-14'-08"  
FCC ANTENNA STRUCTURE REGISTRATION # NOT REQUIRED

ANT. NO.	AGENCY	FREQUENCY		ANTENNA SPECIFICATIONS				ANTENNA MTG LOCATION (DETAIL A)				AZIMUTH DEGREES TN [5][6]	MECHANICAL TILT +/- DISH AND ANTENNA (DEGREES) [6][7]	YEAR INSTALL	ANTENNA PATH TO: (FAR END SITE NAME)
		TX (MHz)	RX (MHz)	MFG.	MODEL [3]	TYPE [4] (DETAIL A)	GAIN dB	DIM "A"	DIM "B"	DIM "C"	DIM "D"				
1															
2	PSC MW	8765	8805	ANDREW	PXLB-85D	8' DISH		83	4	4		140.35/126.35		2001	LA HABRA PEAK
3	PSC MW	-----	8805	ANDREW	PXLB-85D	8' DISH		45	4	4		140.35/126.35		2001	LA HABRA PEAK
4	PSC MW	6825	6865	ANDREW	UHX8-65E LF	8' DISH		40	4	4		295.01/281.01		2001	LOS PINETOS
5	PSC MW	8256.54	5945.20	ANDREW	UHX8-65J RF	8' DISH		95	3	3		178.54/162.54		2001	LARTMC (MAIN)
6	PSC MW	10815	11315	ANDREW	PAR8-107	8' DISH		80	4	4		181.39/177.39		2004	MT. THOM
7	PSC MW	-----	5945.20	ANDREW	PXLB-85D	8' DISH		55	4	4		176.54/162.54		2002	LARTMC (DIVERSITY)
8	LA COUNTY ISD	----	[9]	DB SPECTRA	DS7A06F36U6N	PANEL		80			8			2014	
9															
10															
11															
12	VACANT														
13	DOT	868.0375	823.0375	ANTEL	BCD 8007	OMNI	8.5	120			7			2007	
14	OES	153.785	154.980	CELWAVE	PD 220-3A	OMNI	5.25	85			20			2011	
15	CHP	39.10	.	SINCLAIR	SD-110	OMNI	2.5	30	7	7	14			2018	TAC 1
16															
17															
18	METRO WATER DISTRICT	952.56875	928.56875	SCALA	OG89-915N			90						2007	
19	LA CO CH 57	470.9375	473.9375			OMNI		120		/					
20	LA CO CH 1 CH 29 CH 51	483.9875 483.1125 483.5375	---- ---- ----			OMNI		60							
21	LA CO CH 1 CH 15 CH 16 CH 17 CH 18 CH 29 CH 35 CH 36 CH 43 CH 44 CH 46 CH 49 CH 51 MULTICOUPLER	---- ---- ---- ---- ---- ---- ---- ---- ---- ---- ---- ---- ---- ---- ----	486.9875 485.8125 485.8375 486.0625 486.0875 486.1125 486.3125 486.3375 486.2875 486.5675 486.7875 486.5625 486.5375			OMNI		30							
22	LA CO CH 18	483.0875	----					60							
23	PSC MW	6345.48	6093.45	COMMSCOPE	UHX8-58	8' DISH		12	4	4		145.8			
24	CHP	44.74 45.42		SINCLAIR	SD-110	OMNI	2.5	75	7	7	14			2010	BROWN & BLUE TX
25	CHP		42.48 42.78 42.02	KRECO	CO41AN	OMNI	0	120	14	0	14			2010	BROWN & BLUE RX & TAC 1
26	L.A. COUNTY ISD	800 [8]	----	DB SPECTRA	DS7A06F36U6N	PANEL	6	55	.	.	8	0		2014	.
27	L.A. COUNTY ISD	800 [8]	----	DB SPECTRA	DS7A06F36U6N	PANEL	6	55	.	.	8	0		2014	.
28	CHP	774.30825	804.30825	TELWAVE	ANT734-980F2	OMNI	2.5	120			3			2018	



#### NOTES:

- \* 1. CHANGES TO THIS DRAWING REQUIRE VAULT MANAGERS APPROVAL.
2. FOR PLOT PLAN SITE ACCESS, SEE DWG: 419520-057.
3. VHF/UHF/800 ANTENNAS:  
A. ELECTRICAL DOWN TILT DETAILS WILL BE IDENTIFIED IN THE NOTES.  
B. ANTENNA(S) ARE VERTICALLY POLARIZED UNLESS OTHERWISE NOTED.
4. IDENTIFY TYPE: DISH, FOLDED DIPOLE, OMNI, PANEL, REFLECTOR, YAGI ....ETC.
5. AZIMUTH CALCULATIONS:  
A. COMPASS BEARING (DEGREES M.N.) = MAP BEARING (DEGREES T.N.) - EAST MAGNETIC DECLINATION (DEGREES)  
B. MAP BEARING (DEGREES T.N.) = COMPASS BEARING (DEGREES M.N.) + EAST MAGNETIC DECLINATION (DEGREES)
6. FOR SITE MICROWAVE ANTENNA LAYOUT & PRESSURIZATION EQUIPMENT, SEE DWG: \_\_\_\_\_
7. ANTENNA/DISH MECHANICAL TILT:  
A. POSITIVE DEGREES DENOTES UPTILT.  
B. NEGATIVE DEGREES DENOTES DOWNTILT.
8. LA COUNTY ISD TX CHANNELS ARE COMBINED INTO TWO ADJACENT PANEL ANTENNAS:  
851.0875 851.2500 851.4375 851.7750  
851.8000 852.2250 852.7500 853.0875  
853.4375 853.7250
9. LA COUNTY ISD RX CHANNELS:  
806.0875 806.2500 806.4375 806.8000  
806.7750 807.2250 807.7500 808.0875  
808.4375 808.7250

#### LEGEND

AMSL = ABOVE MEAN SEA LEVEL  
DEG. = DEGREES  
MN = MAGNETIC NORTH  
TN = TRUE NORTH

S	1-12-20	MZ	CORRECT ANTENNA #2 DATA FOR LA COUNTY LICENSE RENEWAL DATED 6-7-18	SD	LUKENS, MT. (CHP) *	OWNER AGENCY	OLD FILE NUMBER
R	12-07-18	AT	CHP (8087A001) ADD ANT #15 & #28 UPDATE ANTENNA #25 FREQUENCIES. (4-10-18)	ML	ANTENNA SPACE ASSIGNMENT 120' 4-LEG TOWER TOWER #2 (NEW)	CHP	02594351
P	10-6-17	MZ	CHANGE ANT. 2-7 TO PSC, REMOVE ANT. 1, 6-11, 16, 17, AND ANT. 23	JP		CHP	7-31-02
N	8-7-18	RM	ADD NOTE 9 TO DOCUMENT GLEASON DISH STILL INSTALLED	JH		CHP	1 ON 1
REV	DATE	BY	DESCRIPTION	APPRO	TABLE OF CHANGES	DATE	DESCRIPTION