



**OPERATIONS CLUSTER
AGENDA REVIEW MEETING**

DATE: February 15, 2023
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: **TELECONFERENCE CALL-IN NUMBER: 1(323)776-6996**
TELECONFERENCE ID: 439827168#

To join via phone, dial 1(323)776-6996, then press 439827168# .

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

[Click here to join the meeting](#)

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE THE SAFETY OF MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED UNDER STATE LAW

AGENDA

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

1. **Call To Order – Carlos Arreola/Anthony Baker**
2. **INFORMATIONAL ITEM(S):**
 - A) Board Letter:
REQUEST FOR DELEGATED AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO NEGOTIATE AND EXECUTE REAL ESTATE AGREEMENTS AT COUNTY-OWNED TELECOMMUNICATION TOWERS: CASTRO PEAK IN MALIBU AND ROLLING HILLS IN RANCHO PALOS VERDES
CEO/RE - Kristal Ghil, Senior Real Property Agent
 - B) Board Letter:
AUTHORIZE THE EXECUTION OF AN AMENDMENT TO THE ENA AMONG THE COUNTY, THROUGH LACDA, LACMTA, AND WIP-A, LLC A SUBSIDIARY OF WATT COMPANIES, INC., TO EXTEND THE TERM AND AUTHORIZE THE ASSIGNMENT OF THE ENA FOR DEVELOPMENT OF THE PROPERTY LOCATED AT THE EXPO/CRENSHAW STATION SITE
CEO/RE - Michael Rodriguez, Section Chief and
Amelia Soto, LACDA Development Specialist

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3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

4. **Public Comment**

(2 Minutes Each Speaker)

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

- A) ISAB/CIO - CONTRACT WITH SOURCECORP BPS INC. FOR DOCUMENT IMAGING SERVICES
- B) CEO/CLASS - COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS TO IMPLEMENT THE MARCH 21, 2023 GENERAL RECLASS BOARD LETTER
- C) TTC - DELEGATION OF AUTHORITY TO INVEST AND ANNUAL ADOPTION OF THE TREASURER AND TAX COLLECTOR INVESTMENT POLICY

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	2/15/2023		
BOARD MEETING DATE	3/7/2023		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	CEO		
SUBJECT	REQUEST FOR DELEGATED AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO NEGOTIATE AND EXECUTE REAL ESTATE AGREEMENTS AT COUNTY-OWNED COMMUNICATION SITES: CASTRO PEAK, MALIBU ROLLING HILLS TRANSMIT SITE, RANCHO PALOS VERDES		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost: \$ N/A	Funding source: N/A	
	TERMS (if applicable):		
	Explanation: County is charging rent to the State		
PURPOSE OF REQUEST	Renewal of CHP agreements at Castro Peak in Malibu and Rolling Hills in Rancho Palos Verdes to continue operations for agreements that have been in holdover since 2018.		
BACKGROUND (include internal/external issues that may exist including any related motions)	New CHP license agreements for Castro Peak and Rolling Hills telecom sites that are currently on holdover. Licenses have 10-year terms with two, 5-year options. Monthly rent at Castro Peak will be \$4,340 and \$5,691 at Rolling Hills. Both licenses have a 3% yearly rental increase and a 30% rental share for any non-state sub licenses. Pursuant to County Code 3.58.070 A.2, as this transaction is with another public entity, it is not required to go before the Real Estate Management Commission.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Kristal Ghil, Sr. Real Property Agent, 213-974-4453, KGhil@ceo.lacounty.gov		



Chief Executive Office.

COUNTY OF LOS ANGELES

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

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

March 7, 2023

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

Dear Supervisors:

**REQUEST FOR DELEGATED AUTHORITY TO THE CHIEF EXECUTIVE OFFICER
TO NEGOTIATE AND EXECUTE REAL ESTATE AGREEMENTS AT
COUNTY-OWNED TELECOMMUNICATION TOWERS: CASTRO PEAK IN MALIBU
AND ROLLING HILLS IN RANCHO PALOS VERDES
(THIRD AND FOURTH DISTRICTS) (3 VOTES)**

SUBJECT

This is a request for delegated authority to the Chief Executive Officer, or her designee, to approve and execute two proposed real estate licenses at the County-owned communication sites at Castro Peak in Malibu, and Rolling Hills in Rancho Palos Verdes, respectively, in order to allow the State to continue to operate existing communication facilities currently located at the referenced sites. These telecommunication towers will continue to be part of the State's revised emergency services communications systems.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that entering into the two proposed licenses set forth in Enclosure A for the continued use and occupancy by the California Highway Patrol (CHP) at Castro Peak and Rolling Hills 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 of supervisors (Board) on November 17, 1987, and per Section 15301 of the State CEQA Guidelines (Existing Facilities).
2. Find that the proposed licenses to the State are in the public interest and the use will not substantially conflict or interfere with the use of the property by the County.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

As a result of the elimination of the building located at 107 South Broadway, Los Angeles, and its associated communications facility, which formerly served as the hub of the State's emergency services and routine communication networks, the State had to completely redesign its telecommunication system. The Castro Peak and Rolling Hills telecommunication towers are key links in this redesigned system and have been necessary to complete telecommunications coverage in Southern California. The original licenses were adopted by the Board on August 18, 1998, for respective 20-year terms, and since their expiration in 2018, have been in month-to-month holdover status.

The purpose of this action is to enter into the proposed licenses. The proposed licenses with the State of California, at the direction, and with the consent of the CHP, will have a ten-year initial term plus two consecutive five-year extension options and will include the option for either party to terminate the license at any time upon giving the other party notice in writing at least 180 days in advance of such termination. The proposed licenses provide the CHP with the continued use of the communication towers and CHP equipment located at the two sites for vital communications coverage.

The proposed annual compensation to be received by the County for Castro Peak is \$52,080 and for Rolling Hills is \$68,292 for a combined total of \$120,372. All rent amounts have a fixed annual escalation of 3 percent, which amounts to an estimated total ten-year County compensation income of \$1,379,930. All rent includes a public agency discount based on the statewide Telecommunication Lease Rate Guideline published annually by the State. The proposed licenses include a provision that allows an additional 30 percent revenue sharing for any sublicenses (other than State agencies) entered into by the State, with the County's consent. The County does not provide equipment, utilities, emergency power, or ground maintenance.

Implementation of Strategic Plan Goals

The proposed two licenses support 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 licenses, the State will continue to be able to provide the County region 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

The rental revenue will be deposited in the County General Fund's Non-Departmental Revenue account for Real Properties, Rents, and Concessions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed licenses to the State are authorized by California Government Code section 25526.6 which authorizes licensing County real property to the State provided the conveyance is in the public interest and the conveyance will not interfere with the use of the property. The proposed licenses are necessary to license Castro Peak and Rolling Hills telecommunication towers for the continued emergency services communication use by the State. The State's operations at both sites do not interfere with the use by other County departments.

ENVIRONMENTAL DOCUMENTATION

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

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code.

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.

CONCLUSION

It is requested that the Executive Office of the Board return two certified copies of the Minute Order and an adopted stamped copy of this Board letter to the Chief Executive Office, Real Estate Division at 320 West Temple Street, 7th Floor, Los Angeles, CA 90012.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JTC:JLC
MR:KG:gb

Enclosure

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

CASTRO PEAK COMMUNICATIONS SITE LICENSE

STATE LICENSE NUMBER: 1398-001

THIS COMMUNICATIONS SITE LICENSE AGREEMENT (the "License"), is made and entered into in duplicate original this _____ day of _____, 2023,

BY AND BETWEEN

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

AND

STATE OF CALIFORNIA, at the direction 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" or "Licensee";

RECITALS:

WHEREAS, County owns certain real property commonly known as the Castro Peak Communication Site ("Site"), located at 928 Latigo Canyon Road in the City of Malibu, County of Los Angeles, California 90265 and identified as the County Assessor Parcel 4464-022-900 as shown in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Real Property"); and

WHEREAS, State currently operates a communication system on behalf of CHP on the Site pursuant to County Agreement No. **71733** dated August 18, 1998, amended as No. **71733-A1** on February 17, 2009, and which has been held on a month to month basis ever since it expired on August 18, 2018, while State also sublicenses the partial use of the CHP communication tower to the County of Ventura ("**Ventura**") via a State Sublicense Agreement L-2410 and a memorandum of understanding, both of which has been held on a month to month basis since they expired August 18, 2018 and County consents to the State renewing its sublicensee with Ventura, incorporated herein by this reference ("**Ventura Sublicense**"), attached hereto as **Exhibit B**, and CHP and Ventura desire to continue use of the site; and

WHEREAS, Ventura has entered into County Agreement No. **L-76946** on February 17, 2009 which was amended on November 3, 2010 as No. **76946-A1** concerning Ventura's two telecommunication shelters as improvements on the Real Property licensed by Ventura for the joint use of Ventura and the County (with the joint use on the larger Ventura Shelter only), on one thousand (1,000) square feet of the Real Property, and Ventura's sublicensed use of State's tower on the one thousand three hundred and thirty five (1,335) square feet of the Real Property, and L-76946-A1 has expired on August 17, 2018, and

WHEREAS, road access and road maintenance by both State and Ventura to the Real Property is documented by the Road Access and Maintenance License, executed between County and LT-WR, LLC, owner of several parcels along the private Castro Peak Motorway, known as License **L-78110**, dated January 21, 2014, which has an initial five (5) year term and ten (10) additional five years options terms, incorporated hereto and attached hereto as **Exhibit C**,

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

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

1. **LICENSED AREA**

1.01 County hereby licenses to State, and State hereby hires and accepts from County on the terms and conditions hereinafter set forth, the use of (a) approximately 1335 gross square feet of land for State's sole use located on County's telecommunication site, and (b) 1000 gross square feet shared use of land licensed by County to Ventura for joint communication operations at the Site, commonly referred to as Castro Peak Communications Site (the "Licensed Area"), shown on **Exhibit D** attached hereto and incorporated herein by this reference.

1.02 State acknowledges its personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. State accepts the Licensed Area in it's as-is condition, and County makes no warranty, express or implied, as to the suitability of the Licensed Area for any purpose.

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

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

2. **PURPOSE AND USE**

2.01 The sole purpose of this Agreement is to allow State the right to use the Licensed Area to use, maintain, repair and operate the following: a State-owned twenty feet ("20 ft") by ten feet ("10 ft") communication building ("Vault"), a State-owned eighty feet ("80 ft") tall telecommunication tower ("Tower"), and a State-owned indoor standby

emergency generator building with generator and State-owned outdoor liquid petroleum (propane) fuel tank and any other ancillary telecommunication equipment and/or service components on approximately (a) 1,335 gross square feet for State's sole use and (b) 1,000 gross square feet shared use of the Real Property licensed by County to Ventura for joint communication operations, with both (a) and (b) required to facilitate the operation of State's communication system, collectively, ("**Licensed Facility**"), as shown in **Exhibit E**, attached hereto and incorporated herein by this reference.

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

2.03 Ownership of all improvements constructed by State upon the Licensed Area and all alterations, additions or betterments thereto shall remain with State until termination of this Agreement. During the term of the License, State, upon notification to County, may remove or replace its Licensee Facility and County hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise. Before termination of this Agreement, State is responsible for removal of all State-owned improvements and personal property pursuant to Sections 9(g) and 20.

2.04 The right and permission of State is subordinate to the prior and paramount right of County to the Real Property for the public purposes to which it is now and may in the future, at the option of State, be devoted, including but not limited to telecommunications. State undertakes and agrees to use the Licensed Area in such manner as will not injure or unreasonably interfere with the full use and enjoyment of the Real Property by the County outside of the boundaries of the Licensed Area. County has developed and maintained other public uses of the Real Property adjacent to the Licensed Area including the construction of telecommunication tower(s) of the Los Angeles Regional Interoperable Communications System (LA-RICS) and antennas of the City of Los Angeles. State shall make no claim against County for any inconvenience resulting from any such activities or uses of County.

3. **TERM**

3.01 The term shall commence upon full execution of this License (the "Commencement Date"), as described on the first page of License, and 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 Licensee gives prior written notice within 60 days of the end of a term that it will not exercise its option, the License will automatically extend for an additional five years, with the last 5-year term ending April 30, 2041.

Initial Term:	February 1, 2023 – January 31, 2033
Extension Option I:	February 1, 2033 – January 31, 2038
Extension Option II:	February 1, 2038 – January 31, 2043

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

3.03 Holdover: In case State holds over beyond the end of the term herein provided with the consent, express or implied, of the Licensor, such tenancy shall be from month to month only, subject to the terms and conditions of this License, but shall not be a renewal hereof, and the rent to be paid therefor shall be the rate prevailing under the terms of this license.

4. **CONSIDERATION**

4.01 State hereby agrees to pay as consideration for said license during the term hereof an initial commencement Monthly Fee in arrears consisting of three components (a) Base Fee of Three Thousand Nine Hundred Forty and no/100 United States dollars (\$3,940.00), (ii) Road Access Fee of Four hundred United States dollars (\$400.00) for a total rent of Four Thousand Three Hundred Forty and no/100 dollars (\$4,340.00); (iii) a thirty percent (**30%**) sublicense revenue sharing attributable to the rent received by CHP pursuant to any MOU or sublicense with any sublicensees including but not limited to Ventura.

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

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

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

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

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

4.05 A late payment penalty, equal to five percent (5%) of the monthly Basic License Fee, shall be added to any late payment received by the Auditor-Controller. For purposes of this section 4, State acknowledges that such payments are due on the 1st day of each month, and County acknowledges that such payments shall not be subject to the late payment penalty set forth in the preceding sentence unless received after the 15th

day of the month when such payment was due. Furthermore, the late payment penalty herein provided may be waived in writing by the CEO whenever the CEO finds late payment excusable by reason of extenuating circumstances. At no time during the term hereof shall the County be obligated to notify State of any accrual or accumulation of late payment penalty charges.

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

5. **PAYMENT ADJUSTMENT**

5.01 Commencing with the anniversary of the first Commencement Date of the License, and for each successive one-year period thereafter, including the extension periods, the Monthly Fee components (a) Base Fee, and (ii) Road Access Fee, set forth in Paragraph 4.01 shall be subject to a three percent (3%) adjustment.

5.02 Commencing as of the anniversary date indicated, the Monthly Fee schedule shall be adjusted according to the 20-year summary table as follows:

Start Date	End Date	Payment	Start Date	End Date	Payment
Initial 10 year Term			First 5 year option		
2/1/2023	1/31/2024	\$4,340.00	2/1/2033	1/31/2034	\$5,832.60
2/1/2024	1/31/2025	\$4,470.20	2/1/2034	1/31/2035	\$6,007.57
2/1/2025	1/31/2026	\$4,604.31	2/1/2035	1/31/2036	\$6,187.80
2/1/2026	1/31/2027	\$4,742.44	2/1/2036	1/31/2037	\$6,373.44
2/1/2027	1/31/2028	\$4,884.71	2/1/2037	1/31/2038	\$6,564.64
2/1/2028	1/31/2029	\$5,031.25	Second 5 year option		
2/1/2029	1/31/2030	\$5,182.19	2/1/2038	1/31/2039	\$6,761.58
2/1/2030	1/31/2031	\$5,337.65	2/1/2039	1/31/2040	\$6,964.43
2/1/2031	1/31/2032	\$5,497.78	2/1/2040	1/31/2041	\$7,173.36
2/1/2032	1/31/2033	\$5,662.72	2/1/2041	1/31/2042	\$7,388.56
			2/1/2042	1/31/2043	\$7,610.22

6. **TAXES**

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

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

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

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

7. ALTERATIONS, IMPROVEMENTS AND MAINTENANCE

7.01 State shall make no renovations, alterations, or improvements to the Licensed Area other than to install, maintain and operate the Licensed Facility in accordance with the documentation attached hereto as Exhibit C, without the prior written consent of County, which permission shall not be unreasonably conditioned, delayed or denied. County shall provide State with its approval or disapproval of such proposed alterations or modifications (the "Request") in writing, within thirty (30) days of receipt of State's Request, otherwise such Request shall be deemed denied.

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

8. INSTALLATION

8.01 State shall install the Licensed Facility at its own expense and risk as approved by County, and such installation shall not cause radio frequency interference with equipment, transmission or reception (operated currently or in the future) by the County. State's installation shall be located and mounted on the Real Property located within the Licensed Area. State and any Sub-Licensee shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. The Licensed Facility of State and any potential Sub-Licensee shall be clearly identified with their name, address, telephone number, Federal Communications Commission (FCC) license and frequencies in use. Such identification shall be attached to State's Licensed Facility in plain view. State and any proposed Sub-Licensee shall not alter or replace the Licensed Facility without first receiving written permission from the County.

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

9. OPERATIONAL RESPONSIBILITIES

9.01 State and any Sub-Licensee shall:

(a) Comply with and abide by all applicable rules, regulations and directions of County. At all times hold a valid FCC license for the Permitted Activities and comply with all applicable City and County ordinances and all State and Federal laws,

and, in the course thereof, obtain and keep in effect all required permits and licenses required to engage in the Permitted Activities on the Licensed Area.

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

(c) Request prior permission for access and entry to the Real Property for vehicles over thirty-three thousand (33,000) pounds. State shall request, in writing, County and Access owner, LT-WR's consent at least fifteen (15) business days prior to the desired date of use. The large vehicular access shall be allowed with County and LT-WR's prior consent, which shall not reasonably withhold. Vehicles up to thirty-three thousand (33,000) pounds and with rubber tires shall be allowed along the Access without prior consent from the County and its Access owner LT-WR.

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

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

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

(g) Upon expiration, cancellation, or other termination of this License, State shall remove, subject to the provisions of Section 20 below and at no cost to County, any and all equipment, personal property and improvements of the Licensee and restore the entire Licensed Area to its condition prior to the execution of this License, reasonable wear and tear and damage or destruction by the acts of nature beyond the control of State excepted; provided however, County may approve in writing, any deviation from this requirement.

10. **ACCESS**

10.01 County hereby grants to State and State-approved contractors, a nonexclusive right to use, at its sole risk, along with an access fee as described in Section 4.01 and Section 5.02 and during the term and option period of this License, the means of access which serves the Licensed Area (the "**Access**"). State and its approved

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

10.02 Licensee acknowledges and agrees that occasions may arise requiring State to share in the cost of cleaning up of mud-slide debris and repairing the Access to its original accessible condition after a storm or heavy rainfall or any extraordinary fees related to a judgement placed upon County related to the Access. State hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from County and acknowledges and agrees that the details of any such clean-up or repair and associated cost shall be decided exclusively by the County. Notwithstanding the foregoing, the State's financial burden pursuant to this Section 10.02 shall not exceed Ten thousand dollars (\$10,000) per incident.

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

11. INTERFERENCE

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

hereby authorizes County to cause such scheduled modification to be executed until such interference is eliminated by State. County acknowledges that State's public safety communication equipment has some interoperability with County and shall use its best efforts to facilitate cooperation between State and other Licensees to eliminate electronics conflicts. In the event that County at its sole discretion requires State to terminate its entire operation on the Licensed Area due to said interference, State may resume operation, under the same terms and conditions of this License, once the interference has been eliminated as determined by County in its sole discretion.

12. UTILITIES

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

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

13. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

14. **INSURANCE**

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

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

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

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

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

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

15. **LIABILITY**

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

16. **NOTICES**

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

State of California Department of General Services
Attention: Lease Management Unit 1398-001
707 Third Street, 5th Floor
West Sacramento, CA 95605

(916) 375-4044 (office)
(916) 375-4029 (fax)

With a copy to:

California Highway Patrol
Telecommunications Section – Leasing
601 North 7th Street – Building C
Sacramento, CA 95811
(916) 843-4200
CHPTelecomleasing@chp.ca.gov

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

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

County of Los Angeles Chief Executive Office
Real Estate Division, County-owned Property Section
320 W. Temple Street, 7th Floor
Los Angeles, California 90012
Attn: Joyce L. Chang, Senior Manager
Phone: (213) 974-4200
Fax: (213) 217-4971

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

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

17. LICENSED FACILITY REMOVAL

17.1. State shall remove its Licensed Facility and all other of State's improvements and other property from the Licensed Area and the Property, and restore the Licensed Area to its original condition, reasonable wear and tear and damage or destruction by the acts of nature beyond the control of State excepted, on or before the expiration of this License, unless this License is otherwise terminated or cancelled prior to the expiration date provided herein, in which case State shall remove from the Licensed Area and the Property all of its Licensed Facility and personal and real property and restore the Licensed Area to its original condition, reasonable wear and tear and damage or destruction by the acts of nature beyond the control of State excepted, within ninety (90) days after the cancellation. If weather conditions, lack of access to the Licensed Area or the processing of local demolition permits render the timely removal of State's property impossible, then State shall have thirty (30) days from the earliest date on which access or local permit is obtained in which to comply with this provision.

17.2. If State does not timely remove the entirety of its Licensed Facility, improvements, and other property from the Licensed Area and the Real Property within the time provided in Section 18.01 hereof, County may, but shall not be required to,

remove at State's expense State's Licensed Facility and all other property. State shall reimburse County within thirty (30) days of receipt of an itemized accounting of the cost for such removal of personal or real property. County shall incur no liability for any damage to State's Licensed Facility during removal or storage.

18. **INDEPENDENT STATUS**

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

19. **EMPLOYEES**

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

20. **AMENDMENT AND ASSIGNMENT**

This License is designated only to State in accordance with the requirements outlined in Section 4.04. In the event State shall attempt to assign the same in whole, or transfer in part without the express written consent of County, all rights hereunder shall immediately terminate.

21. **DEFAULT**

State shall make all payments to County without deduction (except for offsets explicitly allowed hereunder), default or delay. In the event of the failure of State to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of State or County to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from the non-defaulting party to the defaulting party of such default, this License may, at the non-defaulting party's sole discretion, be terminated. Notwithstanding the foregoing, if a non-monetary default may not be reasonably cured within such thirty (30) day period and the defaulting party commences to cure such default within the thirty (30) day period, the time to cure may be extended through a writing signed by both parties, to a time frame and deadline mutually agreeable to the parties. So long as the defaulting party diligently prosecutes the cure to completion under the mutually agreed upon extended deadline, then this License may not be terminated under this Clause. However, if the defaulting party operates with unreasonable delay in curing the default or otherwise does not cure within the mutually agreed upon time frame, the non-defaulting party may terminate immediately.

22. **WAIVER**

22.01 Any waiver by either party of the breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to

be a waiver of any other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this License or stopping either party from enforcing the full provisions thereof.

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

23. **HAZARDOUS MATERIALS**

State hereby warrants and represents that it shall comply with all Federal, State, and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the Licensed Area and the Real Property. For purposes of this License, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances, as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the Property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8, as it may be amended from time to time.

24. **ENFORCEMENT**

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

25. **DAMAGE OR DESTRUCTION**

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

26. **SOLICITATION OF CONSIDERATION**

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

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

27. **CONFLICT OF INTEREST**

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

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

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

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

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

30. **COMPLIANCE WITH APPLICABLE LAW**

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

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

31.01 The State hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person

shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition or physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this License or under any project, program or activity supported by this License.

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

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

31.04 If the County finds that any of the above provisions of this section 33 have been violated, such violation shall constitute a material breach of this License upon which the County may terminate or suspend this License.

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

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

32. **NON-EXCLUSIVITY**

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

33. **PUBLIC RECORDS ACT**

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

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

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

34. **OTHER TERMS AND CONDITIONS**

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

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

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

34.04 Safety. State shall immediately correct any unsafe condition on the Licensed Area, as well as any unsafe practices occurring thereon. State shall cooperate fully with the County in the investigation of any accidental injury or death occurring on the Licensed Area, including a prompt report thereof to the CEO. State shall cooperate and comply fully with the County, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all State's structures and enclosures. State, at its expense, may use any and all appropriate means of restricting public access to the Licensed Area, including, without limitation, the construction of an enclosure as depicted on Exhibits A and B of this License.

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

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

35. **STATE'S STAFF AND EMPLOYMENT PRACTICES**

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

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

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

36. **BANKRUPTCY**

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

37. **TRANSFER**

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

38. **INTERPRETATION**

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

39. **ELECTRONIC SIGNATURES**

This License and any other document necessary for the consummation of the transaction contemplated by this License may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this License and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this License had been delivered and had been signed using a handwritten signature. County and State (i) agree that an electronic signature, whether digital or encrypted, of a party to this License is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this License based on the foregoing forms of signature. If this License has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

40. **ENTIRE AGREEMENT**

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

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

LICENSEE

STATE OF CALIFORNIA

DIRECTOR OF DEPARTMENT OF
GENERAL SERVICES

By: _____
DERON MORILLAS
Assistant Chief
Real Estate Leasing and Planning

DGS APPROVAL RECOMMENDED

DEPARTMENT OF GENERAL SERVICES

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

CONSENT:

CALIFORNIA HIGHWAY PATROL

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

LICENSOR

COUNTY OF LOS ANGELES

FESIA A. DEVENPORT
Chief Executive Officer

By: _____
JOHN T. COOKE
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar Recorder/County Clerk

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By: _____
Deputy

Exhibit “A”

Real Property Location

Exhibit "B"
License Area

Exhibit "D"
Page 1 of 2
Licensed Facility

Exhibit "C"
Page 2 of 2
Licensed Facility

ROLLING HILLS COMMUNICATIONS SITE LICENSE

STATE LICENSE NUMBER:
2089-001

THIS COMMUNICATIONS SITE LICENSE AGREEMENT (the "License"), is made and entered into in duplicate original this _____ day of _____, 2023,

BY AND BETWEEN

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

AND

STATE OF CALIFORNIA, at the direction 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" or "Licensee";

RECITALS:

WHEREAS, County owns certain real property commonly known as the Rolling Hills Communication Site ("Site"), located at 5741 Crestridge Road in the City of Rancho Palos Verdes in the County of Los Angeles and identified as the County Assessor Parcel 7589-013-904 as shown in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Real Property") on which County operates its own communication facility and sublicenses to other government entities including the Los Angeles Regional Interoperable Communications System Authority and the City of Los Angeles, and the real property and its improvements are collectively referred to as "Premises"; and

WHEREAS, State currently operates a communication system of the California Highway Patrol ("**CHP**") on the Site pursuant to County Agreement No. **71732A**, and desires to continue use of the site; and

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

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

1. **LICENSED AREA**

1.01 County hereby licenses to State, and State hereby hires and accepts from County on the terms and conditions hereinafter set forth, the use of approximately 3,000 gross square feet of land located on County's telecommunication site commonly referred to as Rolling Hills Communications Site (the "Licensed Area"), shown on **Exhibit B** attached hereto and incorporated herein by this reference.

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

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

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

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

2. **PURPOSE AND USE**

2.01 The sole purpose of this Agreement is to allow State the right to use the Licensed Area to use, maintain, repair and operate the following: a State-owned twenty feet ("20 ft") by ten feet ("10 ft") communication building ("Vault"), a State-owned eighty feet ("80 ft") tall telecommunication tower ("Tower"), and a State-owned indoor standby emergency generator building with generator and State-owned outdoor liquid petroleum (propane) fuel tank and any other ancillary telecommunication equipment and/or service components required to facilitate the operation of State's communication system collectively, ("**Licensed Facility**"), as shown in **Exhibit C**, consisting of two (2) pages, attached hereto and incorporated herein by this reference.

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

2.03 Ownership of all improvements constructed by State upon the Licensed Area and all alterations, additions or betterments thereto shall remain with State until termination of this Agreement. During the term of the License, State, upon notification to County, may remove or replace its Licensee Facility and County hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise. Before termination of this Agreement, State is responsible for removal of all State-owned improvements and personal property pursuant to Sections 9(g) and 20.

2.04 The right and permission of State is subordinate to the prior and paramount right of County to the Real Property for the public purposes to which it is now and may in the future, at the option of State, be devoted, including but not limited to telecommunications. State undertakes and agrees to use the Licensed Area in such manner as will not injure or unreasonably interfere with the full use and enjoyment of the Real Property by the County outside of the boundaries of the Licensed Area. County has developed and maintained other public uses of the Real Property adjacent to the Licensed Area including the construction of telecommunication tower(s) of the Los Angeles Regional Interoperable Communications System (LA-RICS) and antennas of the City of

Los Angeles. State shall make no claim against County for any inconvenience resulting from any such activities or uses of County.

3. **TERM.**

3.01 The term shall commence upon full execution of this License (the "Commencement Date"), as described on the first page of License, and shall consist of a 10-year "Initial Term", plus two (2) Extension Options of five (5) years each option, with such rights of termination as may be hereinafter expressly set forth. Unless Licensee gives prior written notice within sixty (60) days of the end of a term that it will not exercise its option, the License will automatically extend for an additional five (5) years, with the last five (5) year term ending January 31, 2043.

Initial Term:	February 1, 2023 – January 31, 2033
Extension Option I:	February 1, 2033 – January 31, 2038
Extension Option II:	February 1, 2038 – January 31, 2043

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

3.03 **Holdover:** In case State holds over beyond the end of the term herein provided with the consent, express or implied, of the Licensors, such tenancy shall be from month to month only, subject to the terms and conditions of this License, but shall not be a renewal hereof, and the rent to be paid therefor shall be the rate prevailing under the terms of this license.

4. **INITIAL CONSIDERATION**

4.01 State hereby agrees to pay from legally available funds as consideration for said license during the term hereof an initial commencement monthly Fee of Five Thousand Six Hundred Ninety-one and 00/100 dollars (\$5,691.00) with three percent (3%) annual increases.

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

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

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

County of Los Angeles
Auditor-Controller, Administrative Services,
500 West Temple Street, Room 410

Los Angeles, California 90012
Attn: Franchise/Concessions Section

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

4.05 A late payment penalty, equal to five percent (5%) of the monthly Basic License Fee, shall be added to any late payment received by the Auditor-Controller. For purposes of this section 4, State acknowledges that such payments are due on the 1st day of each month, and County acknowledges that such payments shall not be subject to the late payment penalty set forth in the preceding sentence unless received after the 15th day of the month when such payment was due. Furthermore, the late payment penalty herein provided may be waived in writing by the CEO whenever the CEO finds late payment excusable by reason of extenuating circumstances. At no time during the term hereof shall the County be obligated to notify State of any accrual or accumulation of late payment penalty charges.

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

5. **PAYMENT ADJUSTMENT**

5.01 Commencing with the anniversary of the first Commencement Date of the License, and for each successive one-year period thereafter, including the extension periods, the Monthly Fee set forth in Paragraph 4.01 shall be subject to a three percent (3%) adjustment.

5.02 Commencing as of the anniversary date indicated, the monthly Base Fee schedule shall be adjusted according to the summary table as follows:

Initial 10 year Term			First 5-Year option		
2/1/2023	1/31/2024	\$5,691.00	2/1/2033	1/31/2034	\$7,648.23
2/1/2024	1/31/2025	\$5,861.73	2/1/2034	1/31/2035	\$7,877.67
2/1/2025	1/31/2026	\$6,037.58	2/1/2035	1/31/2036	\$8,114.01
2/1/2026	1/31/2027	\$6,218.71	2/1/2036	1/31/2037	\$8,357.43
2/1/2027	1/31/2028	\$6,405.27	2/1/2037	1/31/2038	\$8,608.15
2/1/2028	1/31/2029	\$6,597.43	Second 5-year Term		
2/1/2029	1/31/2030	\$6,795.35	2/1/2038	1/31/2039	\$8,866.39
2/1/2030	1/31/2031	\$6,999.21	2/1/2039	1/31/2040	\$9,132.38
2/1/2031	1/31/2032	\$7,209.19	2/1/2040	1/31/2041	\$9,406.36
2/1/2032	1/31/2033	\$7,425.46	2/1/2041	1/31/2042	\$9,688.55
			2/1/2042	1/31/2043	\$9,979.20

6. **TAXES**

6.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this License may be subject to property

taxation if created. The party in whom the property interest is vested may be subject to the payment of the property taxes levied on the interest.

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

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

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

7. ALTERATIONS, IMPROVEMENTS AND MAINTENANCE

7.01 State shall make no renovations, alterations, or improvements to the Licensed Area other than to install, maintain and operate the Licensed Facility in accordance with the documentation attached hereto as Exhibit C, without the prior written consent of County, which permission shall not be unreasonably conditioned, delayed or denied. County shall provide State with its approval or disapproval of such proposed alterations or modifications (the "Request") in writing, within thirty (30) days of receipt of State's Request, otherwise such Request shall be deemed denied.

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

8. INSTALLATION

8.01 State shall install the Licensed Facility at its own expense and risk as approved by County, and such installation shall not cause radio frequency interference with equipment, transmission or reception (operated currently or in the future) by the County. State's installation shall be located and mounted on the Real Property located within the Licensed Area. State and any Sub-Licensee shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. The Licensed Facility of State and any potential Sub-Licensee shall be clearly identified with their name, address, telephone number, Federal Communications Commission (FCC) license and frequencies in use. Such identification shall be attached to State's Licensed Facility in plain view. State and any proposed Sub-Licensee shall not alter or replace the Licensed Facility without first receiving written permission from the County.

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

9. **OPERATIONAL RESPONSIBILITIES**

9.01 State and any Sub-Licensee shall:

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

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

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

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

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

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

(g) Upon expiration, cancellation, or other termination of this License, State shall remove, subject to the provisions of Section 20 below and at no cost to County, any and all equipment, personal property and improvements of the Licensee and restore the entire Licensed Area to its condition prior to the execution of this License, reasonable wear and tear and damage or destruction by the acts of nature beyond the control of State excepted; provided however, County may approve in writing, any deviation from this requirement.

10. **ACCESS**

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

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

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

11. EMERGENCY ACCESS

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

12. INTERFERENCE

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

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

13. **UTILITIES**

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

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

14. **HOLD HARMLESS AND INDEMNIFICATION**

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

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

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

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

15. **INSURANCE**

15.01 State has elected to be insured for its motor vehicle and general liability exposures through a self-insurance program. The State Attorney General administers

the general liability program through an annual appropriation from the General Fund. The Office of Risk and Insurance Management administers the motor vehicle liability program.

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

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

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

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

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

16. **LIABILITY**

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

17. **NOTICES**

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

To State: State of California Department of General Services
Attention: Lease Management Unit - 2089-001
707 Third Street, 5th Floor
West Sacramento, CA 95605
Office: (916) 375-4171
LeaseManagement@dgs.ca.gov

With a copy to: California Highway Patrol
Telecommunications Section – Leasing
601 North 7th Street – Building C
Sacramento, CA 95811

(916) 843-4200
CHP-TelecomLeasing@chp.ca.gov

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

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

County of Los Angeles Chief Executive Office
Real Estate Division, County-owned Property Section
320 W. Temple Street, 7th Floor
Los Angeles, California 90012
Attn: Joyce L. Chang, Senior Manager
Phone: (213) 974-4200
Fax: (213) 217-4971
Email: jchang@ceo.lacounty.gov

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

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

18. **LICENSED FACILITY REMOVAL**

State shall remove its Licensed Facility and all other of State's improvements and other property from the Licensed Area and the Property, and restore the Licensed Area to its original condition, reasonable wear and tear and damage or destruction by the acts of nature beyond the control of State excepted, on or before the expiration of this License, unless this License is otherwise terminated or cancelled prior to the expiration date provided herein, in which case State shall remove from the Licensed Area and the Property all of its Licensed Facility and personal and real property and restore the Licensed Area to its original condition, reasonable wear and tear and damage or destruction by the acts of nature beyond the control of State excepted, within ninety (90) days after the cancellation. If weather conditions, lack of access to the Licensed Area or the processing of local demolition permits render the timely removal of State's property impossible, then State shall have thirty (30) days from the earliest date on which access or local permit is obtained in which to comply with this provision.

If State does not timely remove the entirety of its Licensed Facility, improvements, and other property from the Licensed Area and the Real Property within the time provided in Section 18.01 hereof, County may, but shall not be required to, remove at State's expense State's Licensed Facility and all other property. State shall reimburse County within thirty (30) days of receipt of an itemized accounting of the cost for such removal of personal or real property. County shall incur no liability for any damage to State's Licensed Facility during removal or storage.

19. **INDEPENDENT STATUS**

This License is by and between County and State and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and State. State understands and agrees to

bear the sole responsibility and liability for furnishing Workers' Compensation with services performed on behalf of State pursuant to this License.

20. **EMPLOYEES**

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

21. **AMENDMENT AND ASSIGNMENT**

This License is designated only to State in accordance with the requirements outlined in Section 4.04. In the event State shall attempt to assign the same in whole, or transfer in part without the express written consent of County, all rights hereunder shall immediately terminate.

22. **DEFAULT**

State shall make all payments to County without deduction (except for offsets explicitly allowed hereunder), default or delay. In the event of the failure of State to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of State or County to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from the non-defaulting party to the defaulting party of such default, this License may, at the non-defaulting party's sole discretion, be terminated. Notwithstanding the foregoing, if a non-monetary default may not be reasonably cured within such thirty (30) day period and the defaulting party commences to cure such default within the thirty (30) day period, the time to cure may be extended through a writing signed by both parties, to a time frame and deadline mutually agreeable to the parties. So long as the defaulting party diligently prosecutes the cure to completion under the mutually agreed upon extended deadline, then this License may not be terminated under this Clause. However, if the defaulting party operates with unreasonable delay in curing the default or otherwise does not cure within the mutually agreed upon time frame, the non-defaulting party may terminate immediately.

23. **WAIVER**

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

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

24. **HAZARDOUS MATERIALS**

State hereby warrants and represents that it shall comply with all Federal, State, and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the Licensed Area and the Real Property. For purposes of this License, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances, as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the Property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8., as it may be amended from time to time.

25. **ENFORCEMENT**

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

26. **DAMAGE OR DESTRUCTION**

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

27. **SOLICITATION OF CONSIDERATION**

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

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

28. **CONFLICT OF INTEREST**

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

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

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

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

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

31. **COMPLIANCE WITH APPLICABLE LAW**

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

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

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

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

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

32.04 If the County finds that any of the above provisions of this section 33 have been violated, such violation shall constitute a material breach of this License upon which the County may terminate or suspend this License.

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

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

33. **NON-EXCLUSIVITY**

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

34. **PUBLIC RECORDS ACT**

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

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

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

35. **OTHER TERMS AND CONDITIONS**

35.01 Advertising Materials and Signs. Except for warning signs required by law, State shall not post signs upon the Licensed Area or improvements thereon or distribute

or cause to be distributed any advertising materials unless prior approval therefore is obtained from the CEO.

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

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

35.04 Safety. State shall immediately correct any unsafe condition on the Licensed Area, as well as any unsafe practices occurring thereon. State shall cooperate fully with the County in the investigation of any accidental injury or death occurring on the Licensed Area, including a prompt report thereof to the CEO. State shall cooperate and comply fully with the County, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all State's structures and enclosures. State, at its expense, may use any and all appropriate means of restricting public access to the Licensed Area, including, without limitation, the construction of an enclosure as depicted on Exhibits A and B of this License.

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

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

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

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

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

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

37. **BANKRUPTCY**

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

38. **TRANSFER**

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

39. **INTERPRETATION**

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

40. **ELECTRONIC SIGNATURES**

This License and any other document necessary for the consummation of the transaction contemplated by this License may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this License and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this License had been delivered and had been signed using a handwritten

signature. County and State (i) agree that an electronic signature, whether digital or encrypted, of a party to this License is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this License based on the foregoing forms of signature. If this License has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

41. **ENTIRE AGREEMENT**

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

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

LICENSEE

STATE OF CALIFORNIA

DIRECTOR OF DEPARTMENT OF
GENERAL SERVICES

By: _____
DERON MORILLAS
Assistant Chief
Real Estate Leasing and Planning

DGS APPROVAL RECOMMENDED

DEPARTMENT OF GENERAL SERVICES

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

CONSENT:

CALIFORNIA HIGHWAY PATROL

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

LICENSOR

COUNTY OF LOS ANGELES

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
JOHN T. COOKE
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar Recorder/County Clerk

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By: _____
Deputy

Exhibit "A"

Real Property Location

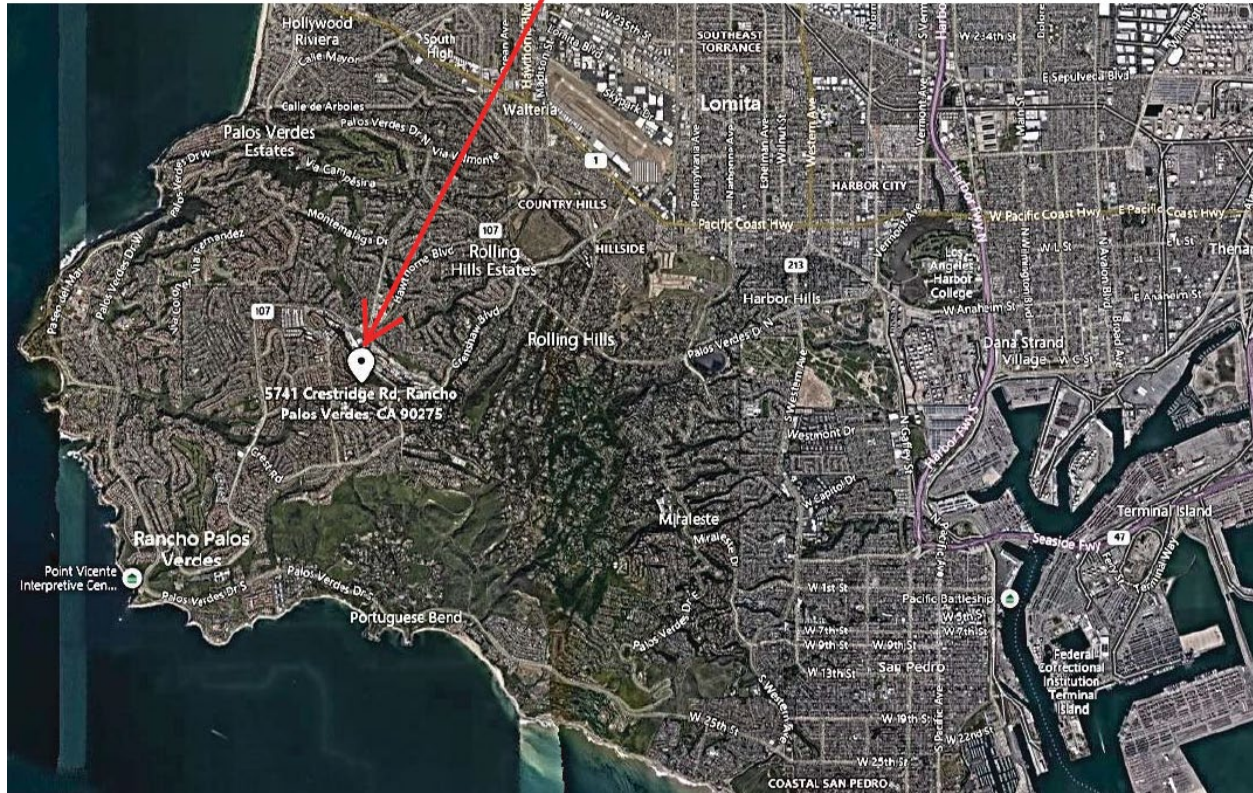


Exhibit "B"

License Area

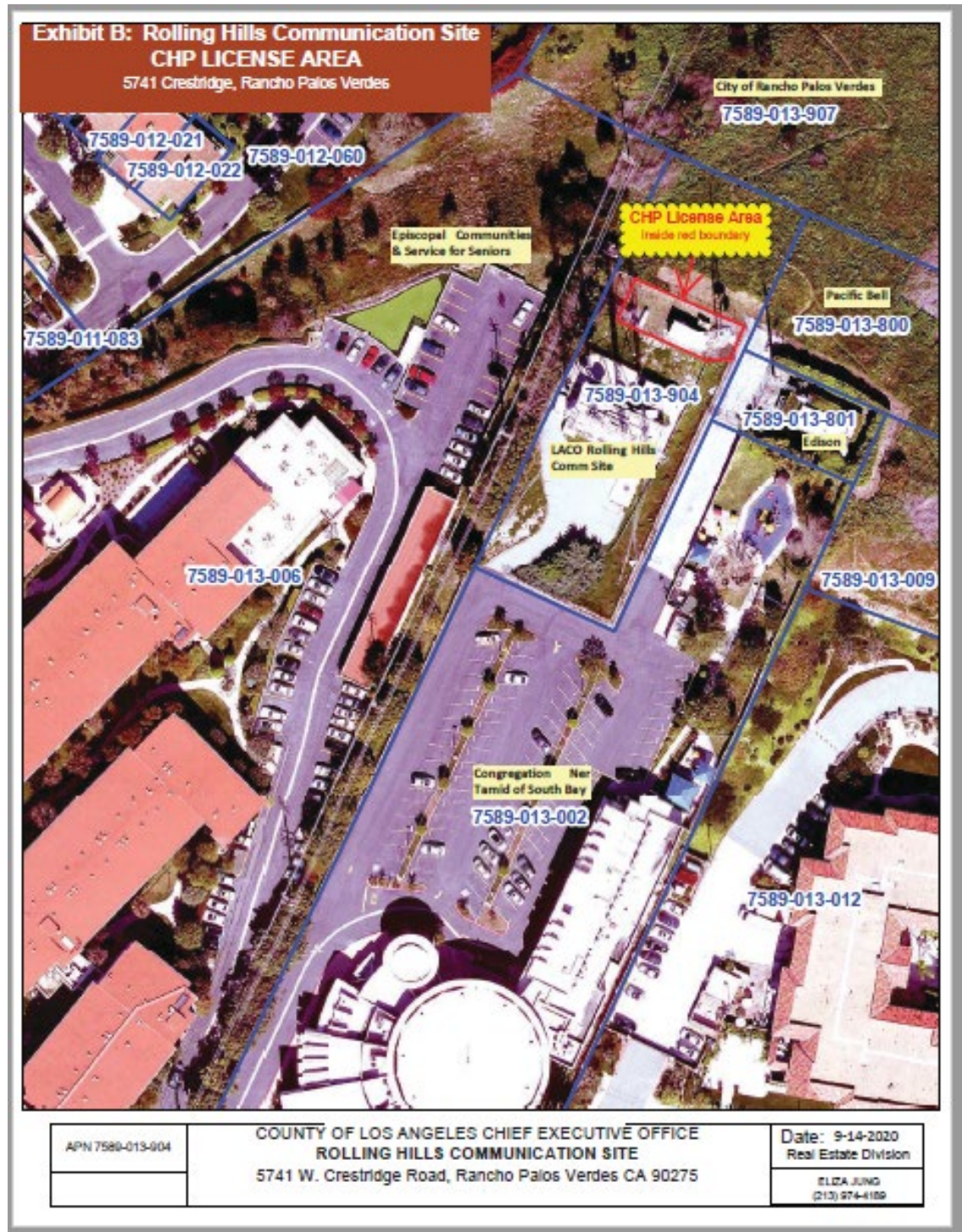


Exhibit "C"

Page 1 of 2

Licensed Facility

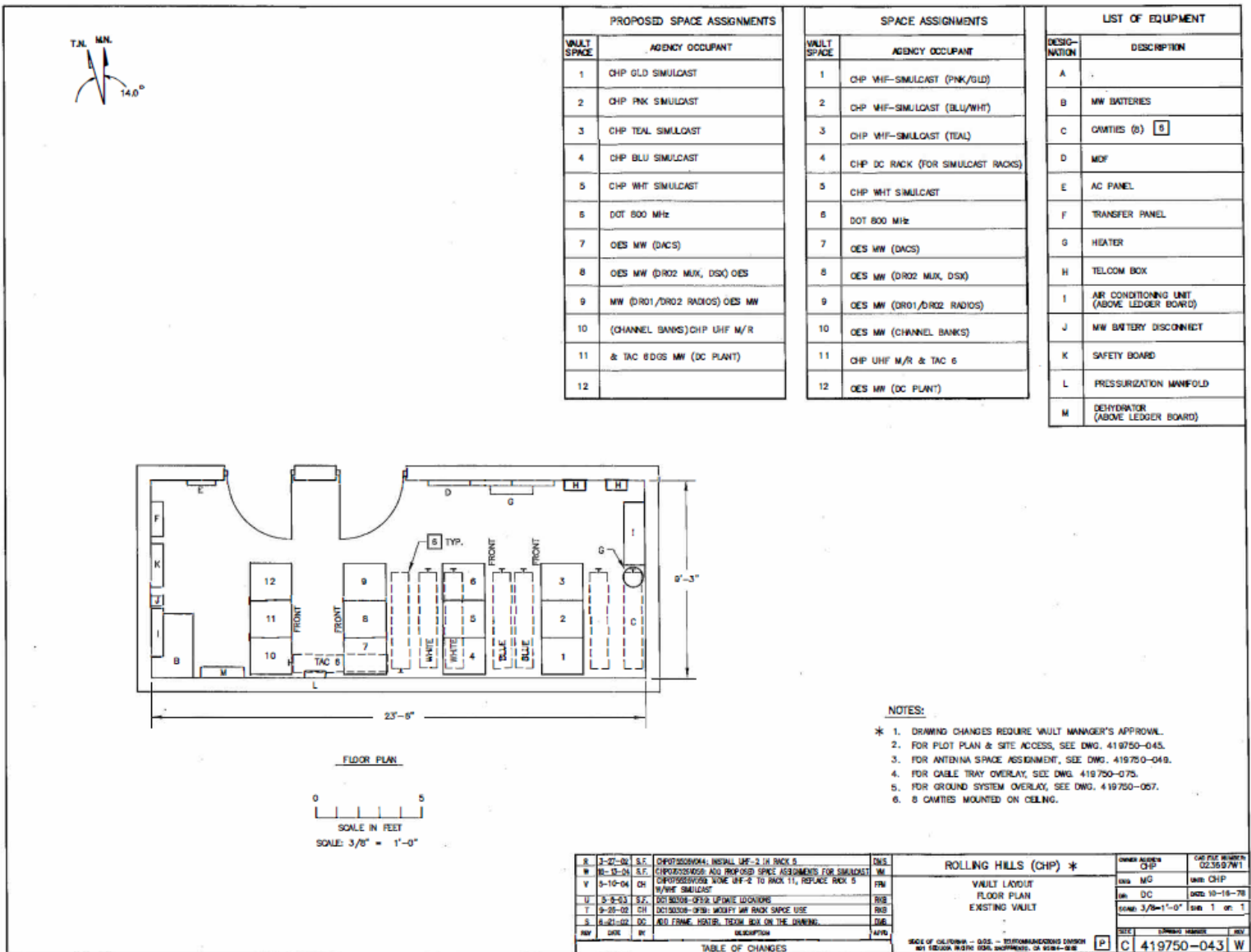
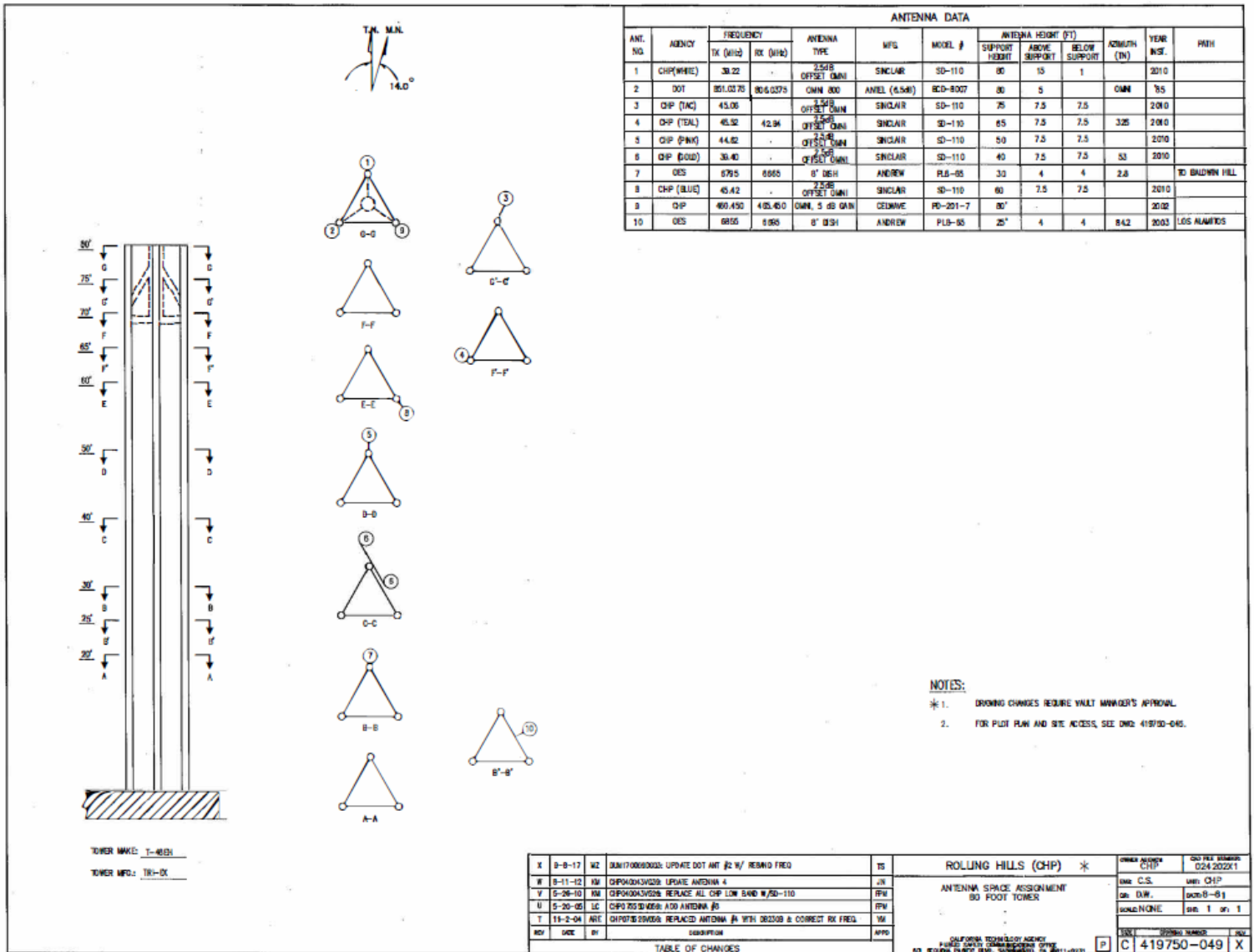


Exhibit "C" Page 2 of 2 Licensed Facility



BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	2/15/2023	
BOARD MEETING DATE	3/7/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	CEO Real Estate	
SUBJECT	Expo Crenshaw Project – Amendment to Exclusive Negotiating Agreement (ENA) extending the term of the ENA and authorizing assignment of the ENA to a limited partnership.	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Must go to the board in February as the developer needs the amendment for a funding application due in March 2023.	
COST & FUNDING	Total cost: \$0	Funding source: TERMS (if applicable): Explanation: No fiscal impact.
PURPOSE OF REQUEST	To extend the term of the ENA and authorize assignment of the ENA to a limited partnership to allow the developer to secure funding sources and finalize ground lease negotiations for the development of County-owned property.	
BACKGROUND (include internal/external issues that may exist including any related motions)	This is a joint development project with Metro. The County, through LACDA, entered into an MOU with Metro for development of County-owned property located adjacent to Metro-owned property at the Expo Crenshaw Metro station site. In late 2019, some members of the public expressed interest in the developer increasing the number of income-restricted residential units in the proposed project. In response, the Developer has explored the possibility of increasing the number of affordable units and is currently working on securing funding sources to develop a 100% affordable housing project. The project has received entitlements. The ENA expires April 15, 2023. The proposed amendment would allow the developer to secure project financing and finalize the Joint Development Agreement and Ground Lease, subject to approval by the County Board of Supervisors and Metro's Board of Directors.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: CEO: Michael Rodriguez, Section Chief (213) 974-4246, mgrodriguez@ceo.lacounty.gov LACDA: Amelia Soto, Development Specialist (626) 586-1805, amelia.soto@lacda.org	



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 973-1101 ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

March 7, 2023

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

The Honorable Board of Commissioners
Los Angeles County Development Authority
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors/Commissioners:

**AUTHORIZE THE EXECUTION OF AN AMENDMENT TO THE ENA AMONG THE COUNTY,
THROUGH LACDA, LACMTA, AND WIP-A, LLC A SUBSIDIARY OF WATT COMPANIES, INC.,
TO EXTEND THE TERM AND AUTHORIZE THE ASSIGNMENT OF THE ENA FOR
DEVELOPMENT OF THE PROPERTY LOCATED AT THE EXPO/CRENSHAW STATION SITE
(SECOND DISTRICT) (3 VOTES)**

SUBJECT

The County of Los Angeles (County), acting through the Los Angeles County Development Authority (LACDA) as County's agent, the Los Angeles County Metropolitan Transportation Authority (Metro), and WIP-A, LLC a wholly owned subsidiary of Watt Companies, Inc., a California corporation (Developer), are parties to an Exclusive Negotiation Agreement and Planning Document (ENA) for the development of a mixed-use project (Project) adjacent to the Expo/Crenshaw Station (See Enclosure A – Site Map). The ENA will expire on April 15, 2023.

This letter recommends approval of an amendment to the ENA that would extend the ENA term for an additional 12 months, with an option to extend for an additional 12 months, if necessary; and authorize the assignment of the ENA to a newly created limited partnership. The amendment to the ENA will allow the Developer to secure Project financing sources to increase the number of affordable units and provide sufficient time to finalize the Joint Development Agreement and Ground Lease, subject to approval by the County Board of Supervisors (Board) and Metro's Board of Directors (Metro Board).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and the record.
2. Authorize LACDA to, on behalf of the County, execute an amendment to the ENA by and among the County, Metro, and Developer, to extend the term of the ENA for an additional 12 months, with the option to extend for an additional 12 months, if necessary; and authorize the assignment of the ENA to a newly created limited partnership.

IT IS RECOMMENDED THAT THE BOARD, ACTING AS THE COMMISSIONERS OF LACDA:

1. Find that the proposed actions are not a project under CEQA for the reasons stated in this Board letter and the record.
2. Authorize the Executive Director, or designee, to, on behalf of the County, execute amendments to the ENA by and among the County, Metro and Developer to extend the term for an additional 12 months, with the option to extend for an additional 12 months, if necessary; and authorize the assignment of the ENA to a newly created limited partnership.

PURPOSE / JUSTIFICATION OF RECOMMENDED ACTIONS

On January 6, 2017, the County, through LACDA as County's agent, and Metro entered into a Memorandum of Understanding (MOU) to cooperate and identify the respective roles and responsibilities of Metro and the County in administering the potential joint development of the 1.66 acre County-owned property and the 1.77 acre Metro-owned property, both located adjacent to the Metro stations along the Crenshaw/LAX Transit Corridor. On January 9, 2018, following a competitive solicitation process, the Board authorized the CEO to delegate authority to LACDA to, on behalf of the County, enter into a short-term exclusive negotiating agreement (Short-Term ENA) to negotiate the development of the proposed Project with the Developer and Metro.

The Short-Term ENA was for a six-month term, which provided an interim period before executing the full-term ENA. The six-month term allowed the community to provide input on the proposed Project and granted the Developer enough time to identify a community-based organization to partner with for the development of the proposed Project. In March 2018, the Developer entered into an agreement with West Angeles Community Development Corporation (WACDC) to partner in the execution and operation of the proposed Project. On September 25, 2018, the Board authorized execution of the ENA with the Developer and Metro by and through LACDA acting as the County's agent. The term of the ENA was for 18 months with the option to extend for a total term of 30 months. The ENA was executed on October 15, 2018 and ran through April 15, 2021. To provide time for the Developer to secure entitlements for the proposed Project, the ENA was extended to April 15, 2022, with an option to extend to April 15, 2023, via an amendment that was approved by the Board on April 6, 2021. The current ENA term expires on April 15, 2023.

During the extended ENA period, the Developer was able to obtain the proposed Project's entitlements and received clearance through a Sustainable Communities Environmental Assessment adopted by the City of Los Angeles on October 13, 2021. In addition, the Developer submitted an application to the Housing Authority of the City of Los Angeles (HACLA) requesting 100 project-based vouchers (PBVs) to support deeper levels of affordability for the proposed Project's residential units. The Developer has also been working diligently on its other obligations under the ENA, including performing extensive, on-going community outreach.

The recommended ENA amendment will allow the Developer to assemble its financing sources for development of the proposed Project.

Implementation of Strategic Plan Goals

The proposed Project supports the Countywide Strategic Plan Goal of Making Investments that Transform Lives by Increasing Affordable Housing Throughout L.A. County (Strategy I.1.5) and Realizing Tomorrow's Government Today by maximizing use of County assets, guiding strategic investments, and supporting economic development, in ways that are fiscally responsible and aligning with the County's highest priority needs (Strategy III.3.2). The proposed Project will provide affordable housing opportunities, commercial space, and community space in areas with superior regional connectivity.

FISCAL IMPACT / FINANCING

There is no impact to the Fiscal Year 2022-23 budget. The ENA executed in October 2018 required the Developer to pay a non-refundable fee of \$25,000 to LACDA, as well as a \$50,000 deposit to cover third-party expenses (administered by Metro, pursuant to the terms of the MOU). The Developer must replenish the deposit when it reaches a balance of less than \$25,000.

FACTS AND PROVISIONS / LEGAL REQUIREMENTS

The Metro Board directed its staff to develop a strategic plan for joint development activities along the Crenshaw/LAX Transit Corridor and to work with public sector partners such as the County to implement joint development activities on publicly owned sites. Metro conducted community outreach to support the creation of Development Guidelines for the County and Metro properties. The properties are located in an area with superior regional connectivity to employment and activity centers including Santa Monica, Culver City, Downtown Los Angeles, and the Los Angeles International Airport. The guidelines for this site identify the opportunity for a culturally distinct gateway destination and pedestrian-scaled community serving residents and visitors with high-quality and local-serving retail uses and a range of housing types.

Originally, the Developer proposed a mixed-use project that included approximately 40,000 square feet of commercial space and 400 residential rental units, of which 20 percent would be affordable for households earning between 30 and 80 percent of the Area Median Income.

The Developer and WACDC have had several meetings with local residents, community organizations, and government officials to provide updates on the proposed Project. In late 2019, some members of the public and the Metro Board expressed interest in the Developer increasing the number of affordable residential units. To that end, the Developer is pursuing funding sources to support a 100 percent affordable housing development.

Based on the Developer's current projections, the contemplated proposed Project would include the following:

<u>METRO SITE</u>	<u>COUNTY SITE</u>
<ul style="list-style-type: none">• Residential Component: 176 units• Commercial Component: 30,300 SF (Grocery Store: 22,277 SF)	<ul style="list-style-type: none">• Residential Component: 225 units• Commercial Component: 7,504 SF• Open Space Component: 2,650 SF

Depending on the requirements imposed by the funding sources secured for the proposed Project, adjustments might be made to the proposed Project. LACDA, acting as the County's agent, will present the final proposed Project scope for Board and Metro Board consideration, once the recommended Joint Development Agreement and Ground Lease terms are finalized.

With the goal of making the proposed Project more competitive for affordable housing financing sources, the Developer and WACDC have elected to expand their team and partner with the Richman Group of California Development Company LLC (Richman) and HACLA for their expertise in affordable housing development as well as to increase their competitiveness for PBVs and other funding sources. With these new team partners, the Developer will create a new limited partnership consisting of the following entities or an affiliate or instrumentality of such entities; Developer, WACDC, Richman, HACLA, and a tax credit investor that would be added at a later time. Assignment of the ENA to the new limited partnership will allow them to establish site control in order to submit the upcoming applications to the California Department of Housing and Community Development including the Affordable Housing & Sustainable Communities application due in March 2023.

ENVIRONMENTAL DOCUMENTATION

These actions are not a project pursuant to CEQA because they involve activities that are excluded from the definition of a project pursuant to section 15378 (b) of the State CEQA guidelines. The proposed actions are administrative activities of government, which will not result in direct or indirect physical change to the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the requested actions will support the County's efforts to develop compatible transit-oriented commercial and residential uses that will catalyze additional economic growth in an area that will benefit from private investment, and the creation of jobs and affordable housing. Planning for the proposed Project resulted in the need to relocate an existing office operation for the Probation Department. Probation is currently reviewing its operations, but it may be necessary to lease office space to fully accommodate Probation's operations.

The Honorable Board of Supervisors/Commissioners
March 7, 2023
Page 6

CONCLUSION

It is requested that the Executive Office of the Board of Supervisors return one certified copy of the Minute Order and an adopted stamped copy of this Board letter to the Chief Executive Office, Real Estate Division, 320 West Temple Street, 7th Floor, Los Angeles, CA 90012 for further processing. Additionally, please forward one adopted, stamped copy of the Board letter to LACDA, 700 West Main Street, Alhambra, CA 91801.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

EMILIO SALAS
Executive Director

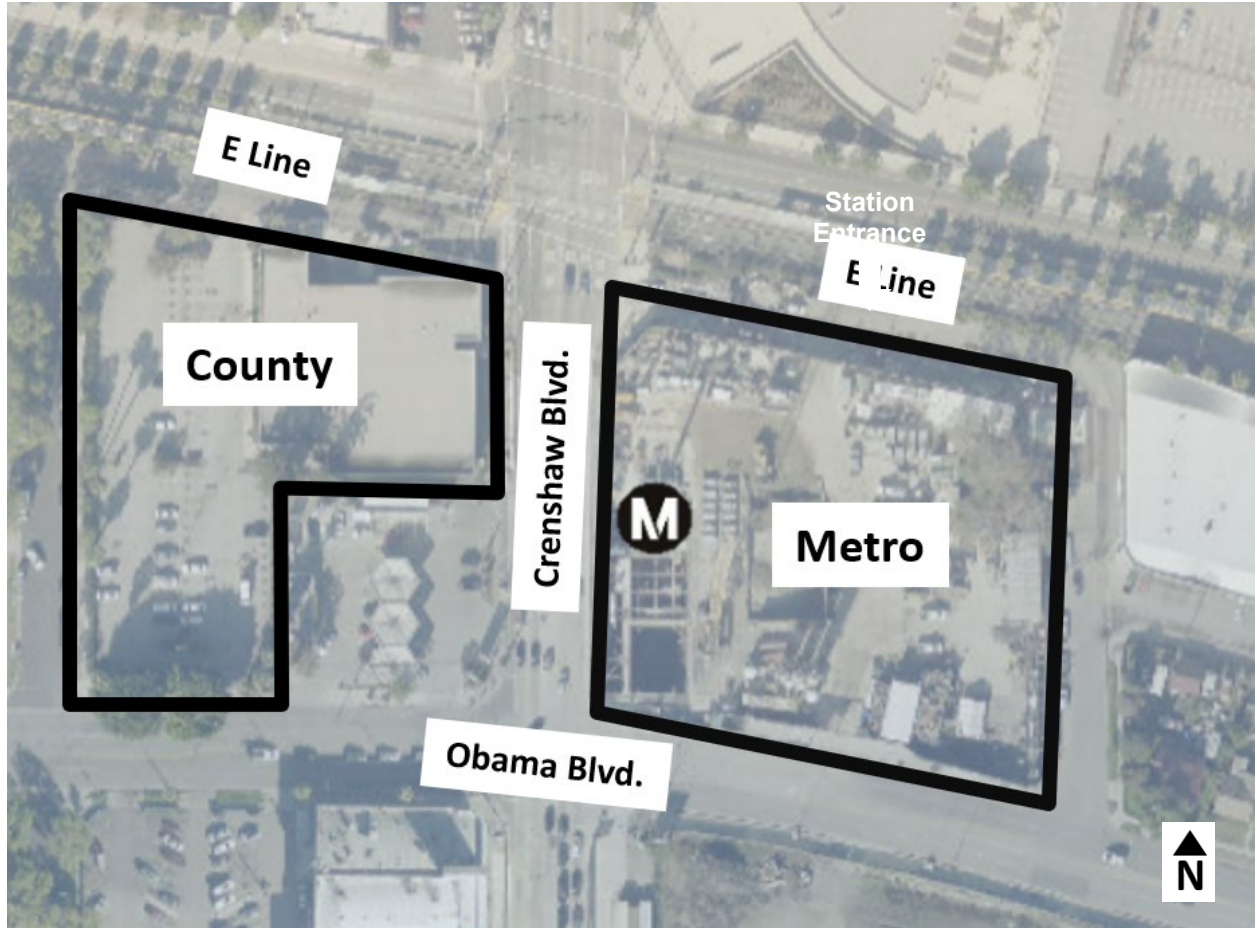
FAD:JMN:ES:JTC
JLC:MR:gb


Enclosure

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

ENCLOSURE A

SITE MAP



 K Line Station