



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS SPECIAL MEETING

Thursday, June 4, 2015 • 9:00 a.m.

Grace E. Simons Lodge

1025 Elysian Park Drive, Los Angeles, CA 90012

Los Angeles Regional Interoperable Communications System Authority (the "Authority")

AGENDA POSTED: June 3, 2015

Complete agendas are made available for review at the designated meeting location. Supporting documentation is available at the LA-RICS Office located at 2525 Corporate Place, Suite 100, Monterey Park, CA 91754 during normal business hours and may also be accessible on the Authority's website at <http://www.la-rics.org>.

Members:

1. **Miguel Santana**, CAO, City of Los Angeles
2. **Ralph Terrazas**, Fire Chief, City of Los Angeles Fire Dept.
3. **Charles L. Beck**, Vice Chair, Chief of Police, LA Police Dept.
4. **Sharon Tso**, Chief Legislative Analyst, City of Los Angeles
5. **Sachi Hamai**, Chair, CEO, County of Los Angeles
6. **Daryl L. Osby**, Fire Chief, Los Angeles County Fire Dept.
7. **Jim McDonnell**, Sheriff, Los Angeles County Sheriff's Dept.
8. **Cathy Chidester**, Dir, EMS Agency, County of LA DHS
9. **Steven K. Zipperman**, Chief of Police, LA School Police Dept.
10. **Bill Walker**, Fire Chief, City of Alhambra
11. **Larry Giannone**, Chief of Police, City of Sierra Madre
12. **Mark R. Alexander**, City Manager, CA Contract Cities Assoc.
13. **Kim Raney**, Chief of Police, City of Covina
14. **Douglas Prichard**, City Manager, City of Rolling Hills Estates

Alternates:

- Patty Huber**, Asst. CAO, City of Los Angeles
Graham Everett, Asst. Chief, City of Los Angeles Fire Dept.
Horace Frank, Commander, LA Police Dept.
Matias Farfan, Asst. Chief Legislative Analyst, City of Los Angeles
Brence Culp, Sheriff Priorities, County of Los Angeles
Chris Bundesen, Asst., Fire Chief, Los Angeles County Fire Dept.
Scott Edson, Commander, Los Angeles County Sheriff's Dept.
Karolyn Fruhwirth, Asst. Dir, EMS Agency, County of LA DHS
Jose Santome, Deputy Chief, LA School Police Dept.
Scott Ferguson, Fire Chief, City of Santa Monica
- Sam Olivito**, Executive Dir, CA Contract Cities Assoc.
David Povero, Captain, City of Covina
Greg Grammer, Asst., City Manager, City of Rolling Hills Estates

Officers:

- Patrick Mallon**, Executive Director
John Naimo, County of Los Angeles Auditor-Controller
Joseph Kelly, County of Los Angeles, Treasurer and Tax Collector
Vacant, Board Secretary



NOTE: ACTION MAY BE TAKEN ON ANY ITEM IDENTIFIED ON THE AGENDA

I. ADMINISTRATIVE MATTERS (A)

A. APPROVE SITE ACCESS AGREEMENT WITH THE CITY OF PASADENA

It is recommended that your Board:

1. Find that the approval and execution of the SAA by the LA-RICS Authority does not result in any change to the Public Safety Broadband Network (PSBN) project, or to the circumstances under which the project is being undertaken, and that the determination that this activity is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project, remains unchanged.
2. Authorize the Executive Director to finalize and execute, substantially similar in form to the attached SAA with the City of Pasadena. This SAA is for the Long Term Evolution (LTE) broadband communication site within the City's respective jurisdiction or under it's control.

Agenda Item A: Enclosures

II. MISCELLANEOUS – (None)

III. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE BOARD

IV. ADJOURNMENT and NEXT MEETING:

Thursday, July 9, 2015, at 9:00 a.m., at the Grace E. Simons Lodge.



BOARD MEETING INFORMATION

Members of the public are invited to address the LA-RICS Authority Board on any item on the agenda prior to action by the Board on that specific item. Members of the public may also address the Board on any matter within the subject matter jurisdiction of the Board. The Board will entertain such comments during the Public Comment period. Public Comment will be limited to three (3) minutes per individual for each item addressed, unless there are more than ten (10) comment cards for each item, in which case the Public Comment will be limited to one (1) minute per individual. The aforementioned limitation may be waived by the Board's Chair.

(NOTE: Pursuant to Government Code Section 54954.3(b) the legislative body of a local agency may adopt reasonable regulations, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker.)

Members of the public who wish to address the Board are urged to complete a Speaker Card and submit it to the Board Secretary prior to commencement of the public meeting. The cards are available in the meeting room. However, should a member of the public feel the need to address a matter while the meeting is in progress, a card may be submitted to the Board Secretary prior to final consideration of the matter.

It is requested that individuals who require the services of a translator contact the Board Secretary no later than the day preceding the meeting. Whenever possible, a translator will be provided. Sign language interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. (323) 881-8291 or (323) 881-8295

SI REQUIERE SERVICIOS DE TRADUCCION, FAVOR DE NOTIFICAR LA OFICINA CON 72 HORAS POR ANTICIPADO.

The meeting is recorded, and the recording is kept for 30 days.



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 100
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

PATRICK J. MALLON
EXECUTIVE DIRECTOR

June 4, 2015

Board of Directors
Los Angeles Regional Interoperable Communications System ("LA-RICS") Authority
(the "Authority")

Dear Directors:

APPROVE SITE ACCESS AGREEMENT WITH THE CITY OF PASADENA

SUBJECT

Board approval is requested to delegate authority to the Executive Director to finalize and execute a Site Access Agreement (SAA) with the City of Pasadena.

RECOMMENDED ACTION:

It is recommended that your Board:

1. Find that the approval and execution of the SAA by the LA-RICS Authority does not result in any change to the Public Safety Broadband Network (PSBN) project, or to the circumstances under which the project is being undertaken, and that the determination that this activity is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project, remains unchanged.
2. Authorize the Executive Director to finalize and execute, substantially similar in form to the attached SAA with the City of Pasadena (City). This SAA is for the Long Term Evolution (LTE) broadband communication site within the City's jurisdiction or under its control.

AGENDA ITEM A

BACKGROUND

At the May 16, 2013, Board meeting, your Board directed staff to begin negotiations with various jurisdictions for SAAs for licensing the use of specific sites to the Authority for its use as a Land Mobile Radio (LMR) and/or LTE broadband communication site. With respect to LTE, discussions and negotiations with the City of Pasadena have resulted in the attached SAA, Enclosure 1.

Entering into the SAA with the City of Pasadena will provide the Authority with a license to use a portion of the City's owned or leased property for use as a LTE broadband communications site(s). A list of the site is attached as Enclosure 2. The licensed site(s) would include all necessary space and easements for access and utilities to construct, install, operate, maintain and repair an unmanned LTE communications facility. A brief summary of relevant provisions follow below:

| | Member Agency | | Numb er of Sites | Term | Lease Cost | Zoning Requirements | Ministerial Permitting Cost |
|---|---------------|----|------------------|----------|------------|---------------------------------------|-----------------------------|
| 1 | City Pasadena | of | 1 | 15 Years | Gratis | Modification to existing CUP required | Not Waived |

*LA-RICS will, however, pay for any costs of utilities at these sites resulting from its operations.

By granting approval for the execution of the SAA with the City of Pasadena, it will assist in keeping the LTE project schedule on track, and make the goal of interoperable communications in Los Angeles County a reality.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide the Executive Director authorization to execute the attached SAA, with the City of Pasadena, for the implementation of the LA-RICS LTE installations.

FISCAL IMPACT/FINANCING

There is no fiscal impact.

ENVIRONMENTAL DOCUMENTATION

At its March 6, 2014 Board Meeting, the Board determined that design, construction, implementation, operation, and maintenance of the PSBN project (also known as the

in the PSBN/LTE project, is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project. Approval of the Site Access Agreement does not result in any change to the PSBN project, or to the circumstances under which the project is being undertaken, and the determination that these activities are exempt from CEQA remains unchanged. As the CEQA Lead Agency, the LA-RICS Authority has determined that all of the LTE sites, including this site covered by the attached SAA, meet the statutory exemption. This determination is supported by substantial evidence in the custody of the Authority, which is incorporated in relevant part into the record of proceedings for this SAAs Agreement.

Upon your approval of the recommended action, a Notice of Exemption for the SAA will be filed with the Registrar Recorder/County Clerk pursuant to Section 15062 of the State CEQA Guidelines.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,



PATRICK J. MALLON
EXECUTIVE DIRECTOR

PJM:WST:pl

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Enclosures

c: Counsel to the Authority

AGENDA ITEM A

LTE SITE ACCESS AGREEMENT

THIS SITE ACCESS AGREEMENT ("Agreement"), is made and entered into in duplicate original this _____ day of _____, 2015,

BY AND BETWEEN

CITY OF PASADENA, a California municipal corporation, hereinafter referred to as "OWNER"

AND

THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY, a Joint Powers Authority, hereinafter referred to as "LA-RICS AUTHORITY."

RECITALS:

WHEREAS, OWNER is a member of the LA-RICS AUTHORITY, which was established pursuant to a Joint Powers Agreement dated January 2009 ("JPA") for the purpose of coordinating governmental services to establish a wide-area interoperable public safety communications network commonly known as LA-RICS;

WHEREAS, OWNER owns certain real property described on Exhibit A hereto ("Real Property"); and

WHEREAS, OWNER desires to permit use of a portion of the Real Property shown in Exhibit B attached hereto and made a part hereof ("LTE Site") by the LA-RICS AUTHORITY for use as a Long Term Evolution broadband ("Broadband" or "LTE") communication site; and

WHEREAS, the parties hereto acknowledge that: LA-RICS AUTHORITY(a) the LA-RICS AUTHORITY has retained Motorola ("LTE Vendor") to design and construct a regional interoperable Broadband telecommunications system as a part of the LA-RICS; (b) the federal First Responder Network Authority may, or may not retain one or more vendors (collectively, the "First Net Parties"), to design and construct a national interoperable Broadband telecommunications system of which the LA-RICS may be a part; and (c) any of the LA-RICS AUTHORITY member agencies may assume the LA-RICS AUTHORITY's rights and obligations under this Agreement and/or may perform services with respect to this LA-RICS; and

WHEREAS, LA-RICS AUTHORITY is willing to accept and exercise the rights granted by this Agreement for use of a LTE site located on the Real Property in accordance with the terms and conditions prescribed herein.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and the mutual promises, covenants, and conditions set forth herein, the parties hereto agree as follows:

1. **LTE SITE; LICENSE**

1.01 OWNER hereby licenses to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from OWNER on the terms and conditions set forth herein, the use of land within the Real Property, together with all necessary space and easements for access and utilities to install and operate an unmanned LTE communication facility located at 3005 E. Foothill Blvd in Pasadena, also known as APN 5752-015-900, and access to an existing communications tower on the same site to install telecommunications and/or microwave equipment (said portion of the Real Property is referred to herein as the "LTE Site," described in Exhibit B).

1.02 The LA-RICS AUTHORITY acknowledges its personal inspection of the LTE Site and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. The LA-RICS AUTHORITY accepts the LTE Site in its as-is condition with no duty to investigate, and OWNER makes no warranty, express or implied, as to the suitability of the LTE Site or the Real Property for the LA-RICS AUTHORITY's use; its physical condition, including the condition and stability of the soils or groundwater on or under any of the Real Property; and the presence of pollutants or contaminants therein.

1.03 LA-RICS AUTHORITY, the LTE Vendor, and/or the First Net Parties may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the LTE Site at the LA-RICS AUTHORITY's expense in accordance with all of the terms and conditions of this Agreement.

1.04 LA-RICS AUTHORITY hereby acknowledges the title or other legal right of possession of the OWNER or its successors in the Real Property and covenants and agrees never to assail, contest, or resist said title.

1.05 OWNERSHIP of all improvements constructed by the LA-RICS AUTHORITY upon each and every site comprising the LTE Site and all alterations, additions or betterments thereto shall remain with the LA-RICS AUTHORITY or other agencies as may be provided by any applicable LA-RICS grant requirements. The LA-RICS AUTHORITY may remove any of its own improvements to the Real Property at any time during the term of the Agreement, and OWNER hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

2. **PURPOSE AND USE**

2.01 The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use the LTE Site for the installation, operation, maintenance, and repair of a Broadband communication facility, including the installation of communications equipment on an existing wireless facility tower constructed by the OWNER for the purpose of transmitting wireless broadband communications. The LA-RICS

AUTHORITY (and/or its member agencies, the LTE Vendor, the First Net Parties and/or other agents): (a) shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS AUTHORITY's LTE communications system, which typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements listed on Exhibit C (LA-RICS Facility Equipment List) attached hereto and incorporated herein by this reference (such LTE system and associated infrastructure, shelters, equipment and related improvements, collectively, the "LA-RICS Facility") and other related materials as may be deemed necessary by the LA-RICS AUTHORITY, and (b) shall be allowed access through the specified routes depicted in the site plan, Exhibit D (Site Plan) for ingress to and egress from the applicable LTE Site 24 hours per day, 7 days per week and according to the access provisions herein. Each LTE Site shall be used only for the purposes authorized by this Section 2.01, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

2.02 The LA-RICS AUTHORITY shall ensure that all usage of the LTE Site and/or the Real Property hereunder, including without limitation usage by the LTE Vendor, is in compliance with all terms and conditions of this Agreement.

2.03 Nothing contained in this Agreement shall be deemed or construed in any way to limit the OWNER's authority to exercise any right or power concerning the utilization of the Real Property including without limitation the LTE Site; provided, however, that such authority shall not include the exercise of any right or power that would interfere with the LA-RICS Facility.

3. APPROVALS/DESIGN REVIEW

The LA-RICS AUTHORITY shall furnish and submit to OWNER copies of project plans and specifications (along with any other information reasonably requested by OWNER) for the LTE Site at the 50%, 75%, and 100% stages of design development, for OWNER's review and input. OWNER shall have the right to approve such plans and specifications and any modifications thereof, replacements thereof or additions thereto, and LA-RICS AUTHORITY shall revise and resubmit with plans and specifications until OWNER's written approval under this Agreement is obtained, provided that OWNER shall use its best efforts to process all such plans and specifications within a reasonable time after receipt of complete plans and specifications, and the related fee(s). Modification to an existing Conditional Use Permit is required. OWNER will use its best efforts to process such plans and specifications within a reasonable time after receipt of a complete application for the Conditional Use Permit and related fee(s).

Upon approval of the final site plan for the LTE Site, such final site plan will be deemed incorporated herein by reference as Exhibit D (Site Plan). LA-RICS AUTHORITY OWNER and the LA-RICS AUTHORITY acknowledge that the LA-RICS AUTHORITY is a California joint powers authority whose members have specified, pursuant to Section 4.04 of its Joint Powers Agreement and Section 6509 of the California Government Code, that all common powers exercised by the LA-RICS AUTHORITY's Board of Directors shall be exercised in a manner consistent with, and

subject to all the restrictions and limitations upon the exercise of such powers, as are applicable to the County of Los Angeles ("County") (i.e., the LA-RICS AUTHORITY has adopted the County's operating mode). Accordingly, OWNER and the LA-RICS AUTHORITY agree that the LA-RICS AUTHORITY (i) will comply with the OWNER's City Building Code requirements and (ii) will seek only those governmental approvals that would normally apply to the County, other than with respect to ministerial permits as described below. Notwithstanding the foregoing, the parties agree that their cooperation in addressing any concerns raised by the OWNER is essential to the success of the LA-RICS project and that accordingly all such concerns will be taken into consideration throughout the LTE Site plan approval process, as described in this Section 3 (Approvals/Design Review and in Section 7 (Alterations).

The LA-RICS AUTHORITY may perform and obtain, at the LA-RICS AUTHORITY's sole cost and expense, soil borings, percolation tests, engineering reports, environmental investigations or other tests or reports on, over, and under each LTE Site to the extent necessary to proceed with design, construction, or for compliance with the California Environmental Quality Act and/or the National Environmental Policy Act, and/or to determine if the LA-RICS AUTHORITY's use of the LTE Site will be compatible with the LA-RICS AUTHORITY's engineering specifications and design and operational requirements. OWNER shall work cooperatively and expeditiously with the LA-RICS AUTHORITY to complete review of any project plans and specifications, so as not to delay the design and construction of the LA-RICS Facility.

OWNER's review and approval of the plans shall not release the LA-RICS AUTHORITY from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications or the actual installations/improvements. The LA-RICS AUTHORITY shall be responsible for notifying OWNER in writing immediately upon discovery of such omissions and/or errors.

4. **TERM**

The initial term ("Initial Term") of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and shall terminate 15 years from the Commencement Date, or upon written notice of termination (a) by LA-RICS AUTHORITY or (b) by OWNER pursuant to Section 27 (Default) hereof. Before the 15-year expiration, the parties shall meet and confer to discuss the feasibility of a renewal of this Agreement, the term of renewal, and any other modifications to this Agreement, with any such renewal requiring separate approval and execution, beyond the terms of this Agreement.

5. **CONSIDERATION**

The consideration for the use granted herein shall be LA-RICS AUTHORITY's compliance with all of the terms and conditions of this Agreement.

6. INSTALLATION

6.01 LA-RICS AUTHORITY shall install the LA-RICS Facility at its own expense and risk as approved by OWNER in accordance with the terms hereof, and such installation shall not cause radio frequency interference with equipment, transmission or reception of any of OWNER's communication transmission or other facilities (operated currently or in the future) owned by the OWNER, or interference with OWNER'S adjacent electric substation facility. Subject to OWNER's approval rights set forth in Section 3 hereof, LA-RICS AUTHORITY and/or its agent shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. Each component of the LA-RICS Facility shall be clearly identified with LA-RICS AUTHORITY's and, as applicable, member agency, LTE Vendor, and/or First Net Party's name, address, telephone number, Federal Communications Commission ("FCC") Agreement and frequencies in use. Such identification shall be attached to each component of the LA-RICS Facility in plain view.

6.02 LA-RICS AUTHORITY agrees that OWNER may grant the use of any unused portion of the Real Property to any third party for the purpose of installing communications transmitting equipment or any other use, so long as such uses do not conflict or interfere with LA-RICS AUTHORITY's operations as provided for pursuant to this Agreement. Any third party granted rights for communications transmitting equipment by the OWNER shall be required to comply with all applicable noninterference rules of the FCC.

6.03 OWNER reserves the right, at its expense, to install on the Real Property, including without limitation within the LTE Site, its own communications shelter, telecommunication equipment, and appropriate tower space for telecommunications and/or microwave (collectively, the "OWNER Facilities") so long as the installation of said OWNER Facilities does not interfere with LA-RICS AUTHORITY's operations. LA-RICS AUTHORITY and OWNER agree to make reasonable efforts based upon current industry standard practices to resolve any radio frequency interference issues with equipment, transmission or reception caused by the installation of the OWNER Facilities.

6.04 LA-RICS AUTHORITY accepts the LTE Site in an "as is" condition as of the date of full execution of this Agreement. LA-RICS AUTHORITY shall have the right to finance and construct approved equipment and related improvements on the LTE Site at LA-RICS AUTHORITY' sole cost and expense, except as may be provided otherwise by other agreements. Following the construction and installation of LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements, LA-RICS AUTHORITY may thereafter, at its sole cost and expense, perform construction, maintenance, repairs, additions to, and replacements of its equipment as necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the LTE Site to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements and as required for LA-RICS AUTHORITY's operations of the LA-RICS Facility at the LTE

Site, including any structural upgrades required to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements on the LTE Site.

6.05 Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LTE Site, LA-RICS AUTHORITY shall provide OWNER with as-built drawings of the LA-RICS Facility ("As-Builts"). Such As-Builts shall include the location of any of LA-RICS AUTHORITY shelters, cabinets, grounding rings, cables, and utility lines associated with LA-RICS AUTHORITY use of the LTE Site in CAD and PDF formats. Upon receipt of the As-Builts by OWNER, the As-Builts shall be deemed incorporated herein by reference as updates to Exhibit D (Site Plan). In the event that LA-RICS AUTHORITY fails to deliver the As-Builts as required by this section within ten business days of receipt of written notice, OWNER may cause such As-Builts to be prepared on behalf of LA-RICS AUTHORITY and OWNER shall assess a fee for such As-Builts, the cost of which shall become immediately due and payable to OWNER upon invoice accompanied by supporting documentation of such fee. OWNER shall be responsible for completion of and costs associated with As-Builts resulting from any modifications required by OWNER.

7. ALTERATIONS

LA-RICS AUTHORITY shall make no renovations, alterations or improvements to the LTE Site or the Real Property other than to install, maintain, replace and operate the LA-RICS Facility in accordance with the facilities and access routes shown in the attached Exhibits A (Real Property), B (LTE Site), C LA-RICS Facility, and D (Site Plan) and/or as permitted elsewhere herein, without providing prior written notice to OWNER, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2.02 hereof. Subject to LA-RICS AUTHORITY's provision of advance notice to OWNER, as well as compliance with applicable zoning and other requirements of the Pasadena Municipal Code, LA-RICS AUTHORITY shall have the right to undertake the following categories of alterations without obtaining OWNER's approval pursuant to Section 3 hereof: (a) repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements comprising the LA-RICS Facility, and (b) alterations or modifications that may be required pursuant to the Spectrum Manager Lease Agreement between LA-RICS AUTHORITY and the First Net Parties dated July 1, 2013 (the "Spectrum Lease Agreement") attached hereto as Exhibit E and made a part hereof, or that may be required as a result of FCC rules or regulations. LA-RICS AUTHORITY agrees to submit to the OWNER, for review, all plans and specifications, working drawings, and other information reasonably required by the OWNER covering proposed alterations by LA-RICS AUTHORITY. All work to be done by LA-RICS AUTHORITY shall be performed in accordance with the plans provided to OWNER and shall, where required, be subject to inspection by OWNER's City Building Inspector.

8. **MAINTENANCE**

OWNER shall be responsible for maintenance of the Real Property not part of the LTE Site, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities. Notwithstanding the foregoing, OWNER shall not be responsible to repair damage caused by LA-RICS AUTHORITY, its employees, agents, invitees, consultants or business vendors, including without limitation the LTE Vendor. LA-RICS shall be responsible for maintenance of the LTE Site and LTE Facilities. The LTE Site shall be kept neat and clean by LA-RICS AUTHORITY and ready for normal use by OWNER and other users. Should LA-RICS AUTHORITY fail to accomplish this, following 20 days written notice from OWNER, OWNER may perform the work and LA-RICS AUTHORITY shall reimburse the cost thereof within 30 days of the date of a written demand or invoice made by OWNER.

LA-RICS AUTHORITY shall be responsible for the timely repair of all damage to the LTE Site or the Real Property caused by the negligence or willful misconduct of LA-RICS AUTHORITY, its employees, agents, invitees or business vendors, including without limitation the LTE Vendor. Should LA-RICS AUTHORITY fail to promptly make such repairs after 20 days written notice from OWNER, OWNER may have repairs made and LA-RICS AUTHORITY shall reimburse the cost thereof within 30 days of the date of a written demand or invoice made by OWNER.

9. **CONSTRUCTION STANDARDS**

Installation and maintenance of LA-RICS AUTHORITY's equipment including without limitation the LA-RICS Facility shall be performed in a neat and workmanlike manner and shall at all times comply in all respects to the statutes, laws, ordinances and regulations of any governmental authority having jurisdiction which are applicable to the installation, construction, operation and maintenance of LA-RICS AUTHORITY's equipment, including but not limited to the OWNER's City Building Code.

LA-RICS AUTHORITY shall remove any debris to the extent resulting from maintenance, operation and construction on the LTE Site by LA-RICS AUTHORITY, its agents or contractors (including without limitation the LTE Vendor). In the event that LA-RICS AUTHORITY fails to remove such debris from the LTE Site, OWNER shall provide written notice to LA-RICS AUTHORITY and allow LA-RICS AUTHORITY seven business days after receipt of notice to remove such debris. After the expiration of such seven-business day period, OWNER shall cause such debris to be removed and LA-RICS AUTHORITY shall reimburse the cost thereof within 30 days from the date of a written demand or invoice made by OWNER.

10. **OTHER OPERATIONAL RESPONSIBILITIES**

10.01 As applicable, LA-RICS AUTHORITY or its LTE Vendor or the First Net Parties shall:

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

(b) At all times hold a valid FCC Agreement 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 Agreements required to engage in the Permitted Activities on the LTE Site.

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

(d) Assume the risk of loss, damage or destruction to the LA-RICS Facility and any and all fixtures and personal property belonging to LA-RICS AUTHORITY that are installed or placed within the LTE Site, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the OWNER, its agents, employees or contractors.

11. **RELOCATION**

11.01 OWNER shall have the right to require relocation of the LA-RICS Facility or any portion thereof by LA-RICS AUTHORITY on no more than one occasion during the term hereof to another location on the Real Property or other City owned real property ("Alternate Site"), provided:

(a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LTE Site in size, or smaller if the area needed for the LTE Facilities decreases, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, (iii) does not interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment; (iv) provides sufficient coverage reasonably equivalent to that provided at the current LTE Site; and (v) can be provided within a reasonable amount of time, accounting for any environmental review that may be required preceding the actual relocation of the LA-RICS Facility;

(b) LA-RICS shall pay all reasonable costs incurred by relocation of its equipment from the LTE Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LTE Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY's use of the Alternate Site;

(c) OWNER shall use its best efforts to give LA-RICS AUTHORITY at least six months written notice before requiring relocation, but in no event shall OWNER provide fewer than three months advance notice; and

(d) LA-RICS AUTHORITY's use pursuant hereto will not be interrupted and LA-RICS AUTHORITY shall be allowed, if necessary, to place temporary equipment on the Real Property during the relocation.

11.02 LA-RICS AUTHORITY shall have the right to request relocation of the LA-RICS Facility or any portion thereof to an Alternate Site pursuant to LA-RICS AUTHORITY's obligations under the Spectrum Manager Lease Agreement, and pursuant to OWNER's approval, provided that:

(a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LTE Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment; (iv) provides sufficient coverage reasonably equivalent to that provided at the current LTE Site; and (v) can be provided within a reasonable amount of time, accounting for any environmental review that may be required preceding the actual relocation of the LA-RICS Facility;

(b) LA-RICS AUTHORITY shall pay all costs relating to relocation of LA-RICS AUTHORITY's equipment from the LTE Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LTE Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY's use of the Alternate Site;

(c) LA-RICS AUTHORITY shall give OWNER at least six (6) months written notice of the requested relocation.

12. **ACCESS TO LTE SITE; AS-IS**

12.01 OWNER hereby grants to the LA-RICS AUTHORITY, its member agencies, the LTE Vendor, the First Net Parties, and other agents a nonexclusive right to use, at its sole risk, during the term and option period of this Agreement, the access which serves the LTE Site. The LA-RICS AUTHORITY, on behalf of itself and its member agencies, the LTE Vendor, and the First Net Parties, acknowledge and accept the present condition of the Access on an "as is" basis. The LA-RICS AUTHORITY shall provide OWNER with prior written notice of all of its representatives or agents who are authorized to access the LTE Site pursuant to this Section. LA-RICS AUTHORITY shall provide, at a minimum, a 24-hour notice prior to accessing the LTE site in the presence, of an OWNER representative, if provided by the OWNER, except in the event of an emergency, in which case LA-RICS AUTHORITY shall provide notice to OWNER as soon as practicable.

12.02 LA-RICS AUTHORITY acknowledges and agrees that occasions may arise requiring the LA-RICS AUTHORITY to share equally in the cost of maintaining the Access area, including but not limited to, fencing and the cleaning up of mud-slide debris and repairing the Access to its original accessible condition after a storm or heavy rainfall. LA-RICS AUTHORITY hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days from the date of an invoice from OWNER, and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to LA-RICS AUTHORITY by OWNER upon at least thirty (30) days' notice.

13. **EMERGENCY ACCESS TO LTE Site OWNER**

The OWNER and its authorized agents may access the LTE Site at any time for the purpose of inspection and/or for making emergency improvements or repairs to the LTE Site or to interrupt or terminate LA-RICS AUTHORITY's transmission(s) from the LTE Site should LA-RICS AUTHORITY be unable or unwilling to respond to OWNER's request to take immediate action to correct any deficiency which threatens OWNER's operation on the LTE Site. Under no circumstance shall the OWNER access LA-RICS AUTHORITY's equipment cabinets. OWNER shall use its best efforts to minimize any inconvenience or disturbance to LA-RICS AUTHORITY when entering the LTE Site. LA-RICS AUTHORITY shall reimburse OWNER within thirty (30) days from the date of OWNER's written request or invoice for OWNER's reasonable actual costs to correct any deficiency that is corrected by OWNER pursuant to this Section..

LA-RICS AUTHORITY, its member agencies, the LTE Vendor, the First Net Parties, and other agents shall endeavor but shall not be required to provide notice to OWNER prior to entering the LTE Site due to an emergency, but will be required to report such access within 24-hours of access and shall not inconvenience or disturb OWNER'S equipment when entering the LTE Site.

14. **OWNER/LA-RICS AUTHORITY/OWNER RADIO FREQUENCY EMISSIONS/INTERFERENCE**

14.01 **No Interference.** LA-RICS AUTHORITY shall not use the LTE Site in any way which causes radio frequency ("RF") interference in excess of levels permitted by the FCC or otherwise interferes with the use of the Real Property by OWNER or OWNER's agents, invitees or other licensees or users who occupy or may occupy portions of the Real Property. LA-RICS AUTHORITY shall be responsible for electromagnetic compatibility of LA-RICS AUTHORITY's equipment with existing and future equipment at the Real Property.

14.02 **Interference With Public Safety Systems.** In the event of any interference with OWNER's Police or Fire Department, CWIRS, Paramedic or LANet systems, or any future public safety-related systems, which is caused by LA-RICS AUTHORITY's equipment or operations (the "Interference"), the parties shall immediately confer to attempt to cooperatively resolve the Interference. LA-RICS AUTHORITY will reimburse OWNER within 30 days of the date of a demand or

invoice received from the City for reasonable expenses incurred by OWNER incurred in connection with or as a result of the Interference. In the event such resolution is not possible, LA-RICS AUTHORITY shall immediately cease such Interference by any and all means possible, and if LA-RICS AUTHORITY does not do so, then OWNER may do so, and LA-RICS AUTHORITY shall reimburse OWNER within thirty (30) days of the date of a written demand or invoice for all costs incurred by OWNER in connection therewith.

14.03 Interference With Non-Public Safety Systems. In the event LA-RICS AUTHORITY's operations or equipment causes interference with non-public safety-related systems of OWNER or any other duly authorized occupant of the Real Property, written notice of such interference shall be provided to LA-RICS AUTHORITY. OWNER agrees that OWNER and/or any other occupants of the Real Property who currently have or in the future take possession of the Real Property, will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference with the existing equipment of LA-RICS AUTHORITY.

14.04 Interference During Emergency. If any measurable interference caused by LA-RICS AUTHORITY's equipment with OWNER's electronic equipment during an emergency incident occurs, the LA-RICS AUTHORITY will immediately cease operation, transmission or further use of LA-RICS AUTHORITY's equipment until such time as the emergency incident or interference has ended but LA-RICS AUTHORITY shall be permitted to power up its equipment for intermittent testing with notice.

14.05 Compliance With Law. LA-RICS AUTHORITY is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as applicable rules and/or regulations of any other federal or state agency (including without limitation the Occupational Safety and Health Administration ("OSHA") having jurisdiction over the installation, operation, maintenance and/or working conditions involving RF emissions and/or safety and work standards performed on or near communications towers and antenna-licensed premises. LA-RICS AUTHORITY agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation, and maintenance of its own equipment and for repairs to its own equipment at the LTE Site. LA-RICS AUTHORITY will immediately remedy its operations to comply with such applicable laws, rules and regulations as they apply to its operations, individually and in the aggregate, with all applicable FCC and other applicable governmental RF emissions standards, but shall only be liable for any violations of such applicable standards to the extent arising solely from LA-RICS AUTHORITY's equipment alone and not in combination with others. Where LA-RICS AUTHORITY's equipment, in combination with other, exceed or violates such standards, LA-RICS AUTHORITY shall reasonably cooperate with OWNER and with other relevant parties to mitigate such violations in a timely manner.

15. **UTILITIES**

LA-RICS AUTHORITY shall, at its sole cost and expense, cause the installation of any utility service line and meters required by or for the conduct of the Permitted Activities, and shall be responsible for the payment of all utilities necessary for the operation of the LA-RICS Facility on the LTE Site. If such installation is not feasible, as determined by OWNER, LA-RICS AUTHORITY acknowledges and agrees that LA-RICS AUTHORITY nonetheless shall be responsible for any and all costs of utilities used by LA-RICS AUTHORITY, which costs will be estimated and invoiced by OWNER and paid by LA-RICS AUTHORITY within thirty (30) days from the date of receipt of such invoice.

16. **HOLD HARMLESS AND INDEMNIFICATION**

LA-RICS AUTHORITY agrees to indemnify, defend, save and hold harmless OWNER and its agents, elected and appointed officers, and employees from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever (even if baseless), including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with LA-RICS AUTHORITY's operations or its services hereunder, including, but not limited to, any Workers' Compensation suit, other suit, liability, or expense, arising from or connected with services performed on behalf of LA-RICS AUTHORITY by any person pursuant to this Agreement including without limitation the LTE Vendor.

OWNER agrees to indemnify, defend, save and hold harmless LA-RICS AUTHORITY and its member agencies, agents, elected and appointed officers, employees, and contractors from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever (even if baseless), including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with the negligence or willful misconduct of OWNER and/or its agents, elected and appointed officers, employees, and contractors in connection with the performance of OWNER's obligations hereunder.

17. **INSURANCE**

17.01 Without limiting LA-RICS AUTHORITY's obligations to OWNER, LA-RICS AUTHORITY shall provide and maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the OWNER's Risk Manager, and evidence of such programs satisfactory to the OWNER Risk Manager, shall be delivered to Owner's Real Estate Department, Attn: Kelly Kitasato, on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that OWNER is to be given written notice at least thirty (30) days in advance of any modification or termination of any provisions of insurance and shall name the OWNER as an additional insured (except for the Workers' Compensation Insurance). LA-RICS

AUTHORITY may self-insure the insurance required under this Agreement, but LA-RICS AUTHORITY will require its contractors and subcontractors to provide commercial insurance as required in the Section, and any additional insurance required by LA-RICS AUTHORITY of its contractor(s) and/or subcontractor(s), shall name the OWNER as an additional insured.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease. (for lessees with employees).
4. Property insurance against all risks of loss to any and all improvements or betterments, at full replacement cost new, with no coinsurance penalty provision. CITY shall be named as loss payee. Any property of Licensee on the licensed premises shall be insured by licensee as licensee determines appropriate. Any insurance policy covering the property of licensee shall be endorsed to waive subrogation against City, its Council Members individually and collectively, Commissioners, Officers, Employees and Agents. Licensee herewith waives recovery for any deductibles, or any property of licensee on the premises that is not insured, from City, its Council Members individually and collectively, Commissioners, Officers, Employees and Agents. Licensee herewith waives subrogation against City, its Council Members individually and collectively, Commissioners, Officers, Employees and Agents for any property not so insured or covered through a program of self-insurance.

If the Licensee maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained.

Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

1. For General Liability, the City of Pasadena, its Council Members individually and collectively, Commissioners, Officers, Employees and Agents are to be covered as additional insureds with respect to liability arising out of ownership, maintenance, or use of the premises licensed to the licensee.
2. The Licensee's insurance coverage shall be primary insurance as respects the City of Pasadena, its Council Members individually and collectively, Commissioners, Officers, Employees and Agents. Any insurance or self-insurance maintained by the City of Pasadena, its Council Members individually and collectively, Commissioners, Officers, Employees and Agents shall be excess of the Licensee's insurance and shall not contribute with it.
3. Each insurance policy required above shall contain, or be endorsed to contain, a waiver of all rights of subrogation against the City of Pasadena, its Council Members individually and collectively, Commissioners, Officers, Employees and Agents.
4. Each insurance policy shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the Entity.

Certificates of Insurance and required amendatory endorsements shall be provided to City and Licensee shall keep such insurance and endorsements in force and effect throughout the license term.

Licensee will procure and maintain policies of workers' compensation insurance as required by law, and not allow its contractors to use the licensed premises unless workers' compensation insurance has been certified.

Coverage.

No Limitation of Liability.

Licensee acknowledges and agrees that the limits of liability provided in the insurance policies maintained by Licensee pursuant to this Section shall in no event be considered as limiting the liability of Operator under this Agreement.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the Licensee shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the City of Pasadena,

its officers, officials, employees, agents and volunteers; or the Licensee shall provide a financial guarantee satisfactory to the City of Pasadena guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Verification of Coverage

Licensee shall furnish the City of Pasadena with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City of Pasadena, Claims Coordinator, before use/grant of license commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them. The City of Pasadena reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Including a requirement for Builder's All Risk coverage as outlined below:

(a) **Construction Insurance.** If major construction work is performed by LA-RICS AUTHORITY during the term of this Agreement (i.e. demolition of structures, construction of new structures, renovation or retrofit involving structures frame, foundation or supports, or more than 50% of building, etc.) then LA-RICS AUTHORITY or LA-RICS AUTHORITY's contractor shall provide the following insurance. OWNER shall determine the coverage limits required on a project by project basis:

- **Builder's Risk Course of Construction Insurance.** Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30). This insurance shall be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants, and full collapse coverage during construction, without restricting collapse coverage to specified perils. Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, including OWNER furnished materials and equipment, against loss or damage until completion and

acceptance by the LA-RICS AUTHORITY and the OWNER if required.

The Products/Completed Operations coverage shall continue to be maintained in the amount indicated above for at least a term of ten (10) years from the date the Project is completed and accepted by the LA-RICS AUTHORITY and the OWNER if required.

- **Professional Liability.** Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the LA-RICS AUTHORITY's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$1 million per claim and \$2 million (double the per claim limit) aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.
- **Workers Compensation and Employers' Liability Insurance** or qualified self-insurance satisfying statutory requirements. Such coverage shall provide Employers' Liability coverage with limits of not less than \$1 million per accident. Such policy shall be endorsed to waive subrogation against the OWNER for injury to the LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor employees. If the LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor employees will be engaged in maritime employment, the coverage shall provide the benefits required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act or any other federal law to which the LA-RICS AUTHORITY is subject. If LA-RICS AUTHORITY or LA-RICS AUTHORITY's contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the OWNER as the Alternate Employer, and the endorsement form shall be modified to provide that OWNER will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

17.02 Failure to Maintain Coverage. Failure by LA-RICS AUTHORITY to maintain the required insurance, or to provide evidence of insurance coverage acceptable to OWNER, shall constitute a material breach of this Agreement.

17.03 Notification of Incidents. Claims or Suits. LA-RICS AUTHORITY shall report to OWNER any accident or incident relating to activities performed under this Agreement which involves injury to persons or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against LA-RICS

AUTHORITY and/or OWNER. Such report shall be made in writing within 72 hours of LA-RICS AUTHORITY's knowledge of such occurrence.

17.04 Compensation for OWNER Costs. In the event that LA-RICS AUTHORITY fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to OWNER within 30 days of the date of a demand or invoice from OWNER, LA-RICS AUTHORITY shall pay full compensation for all reasonable costs incurred by OWNER.

18. **FAILURE TO PROCURE INSURANCE**

18.01 Failure on the part of LA-RICS AUTHORITY to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which OWNER may immediately terminate this Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by OWNER shall be repaid by LA-RICS AUTHORITY to OWNER within 30 days of the date of a written demand or invoice from OWNER.

18.02 Use of the LTE Site shall not commence until LA-RICS AUTHORITY has complied with the aforementioned insurance requirements, and shall be suspended during any period that LA-RICS AUTHORITY fails to maintain said insurance policies in full force and effect.

19. **TAXES**

19.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the LTE Site created by this Agreement 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.

19.02 LA-RICS AUTHORITY shall pay before delinquency all lawful taxes, real property taxes, possessory interest, assessments, fees or charges which at any time may be levied by the Federal, State, OWNER/City, or any other tax or assessment-levying body upon the LTE Site arising from LA-RICS AUTHORITY's use of the LTE Site.

19.03 If LA-RICS AUTHORITY fails to pay any lawful taxes or assessments upon the LTE Site which LA-RICS AUTHORITY is obligated to pay, LA-RICS AUTHORITY will be in default of the Agreement.

19.04 OWNER reserves the right to pay any such tax, assessment, fees or charges, and all monies so paid by OWNER shall be repaid by LA-RICS AUTHORITY to OWNER within 30 days of the date of a written demand or invoice from OWNER. LA-RICS AUTHORITY and OWNER agree that this is a license and not a lease and no real estate interest is being conveyed herein.

20. **NOTICES**

Notices desired or required to be given pursuant to this Agreement 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 LA-RICS AUTHORITY as follows:

LA-RICS AUTHORITY
2525 Corporate Place, Second Floor

Monterey Park, California 91754

ATTN: Executive Director

or such other place as may hereinafter be designated in writing by LA-RICS AUTHORITY. . 24-hour emergency contact information for LA-RICS is as follows:

CONSTRUCTION PERIOD: Patrick J. Mallon, (626) 969-6163

NETWORK OPERATIONS CENTER (Post-Construction):
Lieutenant Mark Wilkins, (323) 351-6507

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

City of Pasadena
100 North Garfield Avenue, S228
Pasadena, California 91109
ATTN: City Manager

OWNER Contact (24-hour contact):

Department of Information Technology

ATTN: Steven Page

(626) 744-3648/(626) 744-7811/doit@cityofpasadena.net

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

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Notices may also be provided by electronic mail or facsimile transmission, provided that such notices are followed up with a copy sent via US Mail.

21. **LA-RICS FACILITY REMOVAL**

21.01 LA-RICS AUTHORITY shall remove all of its LA-RICS Facility and personal property and improvements from the LTE Site and the Real Property and restore the LTE Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, on or before the expiration of this Agreement, unless this Agreement is otherwise terminated or cancelled prior to the expiration date provided herein, in which case LA-RICS AUTHORITY shall remove from the LTE Site and the Real Property all of its LA-RICS Facility and personal property and improvements and restore the LTE Site to its original condition, reasonable wear and tear excepted, within ninety (90) days of the cancellation. If weather conditions or lack of access to the LTE Site render the timely removal of LA-RICS AUTHORITY's property impossible, then LA-RICS AUTHORITY shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

21.02 If LA-RICS AUTHORITY does not timely remove all of its LA-RICS Facility, personal property and improvements from the LTE Site and the Real Property within the time provided in this section, OWNER may, but shall not be required to, remove the LA-RICS Facility and all personal property and improvements at LA-RICS AUTHORITY's expense. LA-RICS AUTHORITY shall reimburse OWNER within thirty (30) days from the date of an itemized accounting of the cost for such removal of personal property and improvements. OWNER shall incur no liability for any damage to the LA-RICS Facility during removal or storage.

22. **INDEPENDENT STATUS**

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

23. **AMENDMENT**

Any modification of any of the terms and conditions hereof shall require a written amendment signed by an authorized agent of the LA-RICS AUTHORITY and an authorized agent of OWNER.

24. **ASSIGNMENT**

24.01 This Agreement may not be sold, assigned or transferred by LA-RICS AUTHORITY without the approval or consent of the OWNER,. No change of stock

ownership, partnership interest or control of LA-RICS AUTHORITY or transfer upon partnership or corporate dissolution of LA-RICS AUTHORITY shall constitute an assignment hereunder.

24.02 To effect an assignment or transfer pursuant to this Section 24 (Assignment), LA-RICS AUTHORITY shall first deliver to the OWNER:

- (i) A written request for approval;
- (ii) The name, address, and most recent financial statements of the proposed transferee, assignee or sublicensee;
- (iii) Proposed unredacted instrument of transfer or assignment or any or all of its rights hereunder; and
- (iv) Any other information reasonably requested by the OWNER.

24.03 OWNER shall approve or disapprove a proposed transfer, assignment or sublicense within sixty (60) days after LA-RICS AUTHORITY delivers all such items to the OWNER. OWNER's failure to respond to any request pursuant to this Section shall be deemed disapproval of said request.

24.04 In the case of an assignment of this Agreement, the proposed instrument shall include a written assumption by the assignee of all obligations of LA-RICS AUTHORITY under the Agreement arising thereafter and assignee shall be liable to perform the full obligations of the LA-RICS AUTHORITY under this Agreement and as a condition to the completion of such transfer must cure, remedy, or correct any event of default existing at the time of such transfer in a manner satisfactory to the OWNER.

24.05 In the case of a sublicense, the proposed instrument shall specifically include a provision that the sublicensee shall comply with and be subject to all of the terms covenants, and conditions of this Agreement.

25. **SUBORDINATION AND NON-DISTURBANCE**

OWNER shall obtain, not later than 15 days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagees, ground lessors and master lessors, if any, of the Real Property. At OWNER's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "Mortgage") by OWNER which from time to time may encumber all or part of the Real Property; provided, however, as a condition precedent to being required to subordinate its interest in this Agreement to any future Mortgage covering the Real Property, OWNER shall obtain for 's benefit a non-disturbance and attornment agreement in a form reasonably satisfactory to and containing at a minimum the terms set forth hereinbelow ("Non-Disturbance Agreement"), and shall recognize 's right to remain in occupancy of and have access to the LTE Site as long as is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the

encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchase of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Real Property, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, (b) fulfill OWNER's obligations under this Agreement, and (c) promptly cure all of the then-existing OWNER defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LA-RICS AUTHORITY will execute an agreement for the Lender's benefit in which LA-RICS AUTHORITY: (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of the Lender, (ii) agrees to attorn to Lender if Lender becomes the owner of the Real Property, and (iii) agrees to accept a cure by Lender of any of OWNER's defaults, provided such cure is completed within the deadline applicable to OWNER.

26. CONDEMNATION

In the event of any condemnation of the Real Property (or any portion thereof), LA-RICS AUTHORITY may terminate this Agreement upon written notice to OWNER if such condemnation may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at the LTE Site for more than forty-five (45) days. LA-RICS AUTHORITY may on its own behalf make a claim in any condemnation proceeding involving the LTE Site for losses related to the equipment comprising the applicable LA-RICS Facility, its relocation costs and its damages and losses (but not for the loss of its interest, if any, under this Agreement). Any such notice of termination shall cause this Agreement 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 Agreement, and OWNER and LA-RICS AUTHORITY shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other, if any, under this Agreement.

27. DEFAULT

27.01 Except as otherwise provided in this Agreement, in the event of a default hereunder by LA-RICS AUTHORITY, OWNER shall provide written notice thereof to LA-RICS AUTHORITY. LA-RICS AUTHORITY shall have sixty (60) days from the date of said notice in which to cure the default, provided that LA-RICS AUTHORITY shall have such extended period beyond sixty (60) days as may be required if the nature of the cure is such that it reasonably requires more than sixty (60) days and LA-RICS AUTHORITY has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. OWNER may not maintain any action or effect any remedies for default against LA-RICS AUTHORITY unless and until LA-RICS AUTHORITY has failed to cure a default within the time periods set forth in this section. In the event that LA-RICS AUTHORITY fails to cure a default within sixty (60) days or as otherwise provided in this section, OWNER may: (a) cure the default and invoice LA-RICS AUTHORITY for all costs reasonably incurred in effecting such cure in which case LA-RICS AUTHORITY will pay OWNER within 30 days of the date of a written demand or invoice received from

OWNER, or (b) terminate this Agreement upon written notice to LA-RICS AUTHORITY, take possession of the LTE Site and remove all LA-RICS AUTHORITY's improvements located thereon.

27.02 In the event of a default hereunder by OWNER, LA-RICS AUTHORITY shall provide written notice thereof to OWNER. OWNER shall have sixty (60) days from the date of said notice in which to cure the default, provided that OWNER shall have such extended period beyond sixty (60) days as may be required if the nature of the cure is such that it reasonably requires more than sixty (60) days and OWNER has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. LA-RICS AUTHORITY may not maintain any action or effect any remedies for default against OWNER unless and until OWNER has failed to cure a default within the time periods set forth in this section. In the event that OWNER fails to cure a default within sixty (60) days or as otherwise provided in this section, LA-RICS AUTHORITY may: (a) cure the default and invoice OWNER for all costs reasonably incurred by LA-RICS AUTHORITY in effecting such cure, or (b) terminate this Agreement upon written notice to OWNER.

28. **WAIVER**

28.01 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 Agreement or stopping either party from enforcing the full provisions thereof.

28.02 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 Agreement shall be cumulative.

29. **HAZARDOUS MATERIALS**

The parties hereto hereby warrant and represent that they shall comply with all applicable Federal, State, and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the LTE Site and the Real Property. For purposes of this Agreement, 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 Real 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.

The parties each agree to indemnify and defend the other and the other's agents, officers, employees, and contractors against any and all losses, liabilities, claims and/or costs (including reasonably attorneys' fees and costs) to the extent arising from the indemnifying party's breach of any warranty or agreement contained in this Section.

30. **DAMAGE OR DESTRUCTION**

Either party shall have the right to terminate this Agreement with respect to all or any portion of the LTE Site in the event of one of the following: (a) the applicable Real Property or the LTE Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that repairs cannot reasonably be expected to be completed within forty-five (45) days following said damage (or OWNER in its sole discretion elects not to make such repair); or (b) the applicable Real Property or LTE Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that such damage may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at such LTE Site for more than forty-five (45) days. Notwithstanding the foregoing, in the event of any of the damage described in this Section, LA-RICS AUTHORITY shall have the right to elect to perform or cause to be performed any of the required repairs to the applicable Real Property or LTE Site should OWNER elect not to undertake such repairs. Any notice of termination provided pursuant to this Section shall cause this Agreement 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 Agreement, and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement, if any.

Should any matter or condition beyond the control of the parties, such as war, public emergency, calamity, fire, earthquake, flood or act of God prevent performance of this Agreement by either party, such party shall be relieved of the performance of such obligations during the time period of the event.

LA-RICS AUTHORITY shall be solely responsible for any damage or loss to LA-RICS AUTHORITY's equipment resulting from theft or vandalism or resulting from any other cause, except to the extent caused by OWNER's acts or omissions.

31. **AUTHORIZATION WARRANTY**

The parties hereto represent and warrant that the person executing this Agreement for each of them is an authorized agent who has actual authority to bind such party to each and every term, condition, and obligation of this Agreement and that all requirements of such party have been fulfilled to provide such authority.

32. **INDEPENDENT CONTRACTOR STATUS**

This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between OWNER and LA-RICS AUTHORITY. LA-RICS AUTHORITY shall bear the sole responsibility and liability for furnishing Worker's Compensation benefits to any

person for injuries from or connected with services performed on behalf of LA-RICS AUTHORITY pursuant to this Agreement as required by law. The foregoing indemnification does not apply to liability caused by the negligence of the OWNER.

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

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

34. **COMPLIANCE WITH APPLICABLE LAW**

In the performance of this Agreement, each party and anyone acting on such party's behalf pursuant to this Agreement shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures (including without limitation the rules and regulations of the FCC, the Federal Aviation Administration ("FAA"), and OSHA, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

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

35.01 LA-RICS AUTHORITY 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 Agreement or under any project, program or activity supported by this Agreement.

35.02 LA-RICS AUTHORITY 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.

35.03 LA-RICS AUTHORITY 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 Agreement or under any project, program, or activity supported by this Agreement.

35.04 If the OWNER finds that any of the above provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement upon which the OWNER may terminate, or suspend this Agreement.

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

35.06 In the event LA-RICS AUTHORITY violates the antidiscrimination provisions of the Agreement, the parties agree that it is difficult to ascertain the amount of liquidated damages, and hereby agree that the OWNER 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 Agreement.

36. **NON EXCLUSIVITY**

Nothing herein is intended or shall be construed as creating any exclusive arrangement with LA-RICS AUTHORITY. This Agreement shall not restrict the OWNER from acquiring similar, equal or like goods and/or services from other entities or sources.

37. **NOTICE OF EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

LA-RICS AUTHORITY shall notify its employees, and shall require each Contractor and Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

38. **PUBLIC RECORDS ACT**

38.01 Any documents submitted by LA-RICS AUTHORITY or its agents including without limitation the LTE Vendor and all information obtained in connection with the OWNER's right to inspect the LTE Site or any other rights provided by this Agreement shall become the exclusive property of the OWNER. 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 "LA-RICS Materials"). The OWNER shall not be in any way liable or responsible for the disclosure of 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.

38.02 In the event the OWNER is required to defend an action on a Public Records Act request for any of the LA-RICS Materials, LA-RICS AUTHORITY agrees to defend, hold harmless, and indemnify the OWNER from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability.

38.03 Any documents submitted by OWNER or its agents and all information obtained in connection with LA-RICS AUTHORITY's rights provided by this Agreement shall become the exclusive property of LA-RICS AUTHORITY. 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 "OWNER Materials"). LA-RICS AUTHORITY shall not be in any way liable or responsible for the disclosure of 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.

38.04 In the event the LA_RICS AUTHORITY is required to defend an action on a Public Records Act request for any of the OWNER Materials, OWNER agrees to refund and indemnify the LA-RICS AUTHORITY from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability.

39. **OTHER TERMS AND CONDITIONS**

39.01 Advertising Materials and Signs. Except for warning signs required by law, LA-RICS AUTHORITY shall not post signs upon the LTE Site or improvements thereon, or distribute or cause to be distributed any advertising materials unless prior approval therefor is obtained from the OWNER.

39.02 Habitation. The LTE Site shall not be used for human habitation.

39.03 Illegal Activities. LA-RICS AUTHORITY shall not knowingly permit any illegal activities to be conducted upon the LTE Site.

39.04 Safety. LA-RICS AUTHORITY shall immediately correct any unsafe condition on the LTE Site, as well as any unsafe practices occurring thereon, to the extent such unsafe condition or practice occurs as a result of LA-RICS AUTHORITY's use of the LTE Site. LA-RICS AUTHORITY shall cooperate fully with OWNER in the investigation of any accidental injury or death occurring on the LTE Site, including a prompt report thereof to the OWNER. LA-RICS AUTHORITY shall cooperate and comply fully with OWNER, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all LA-RICS AUTHORITY's structures and enclosures. LA-RICS AUTHORITY, at its expense, may use any and all appropriate means of restricting public access to the LTE Site.

39.05 Sanitation. No offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health in violation of the law, shall be permitted or remain on the LTE Site and within a distance of fifty (50) feet thereof, and LA-RICS AUTHORITY and OWNER shall prevent any accumulation thereof from occurring.

39.06 Security Devices. LA-RICS AUTHORITY, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the

purpose of protecting the LTE Site from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the OWNER. With the exception of a lock to be placed on the gate by LA-RICS AUTHORITY where joint access will be required by both parties, as outlined in Exhibit D (Site Plan). OWNER shall be responsible for securing the Real Property.

40. **NON-AVAILABILITY OF FUNDING**

The parties acknowledge and agree that LA-RICS' AUTHORITY's performance of its obligations under this Agreement is subject to the continuing availability of federal grants or other funds for the LA-RICS Project. This Agreement may be terminated by LA-RICS AUTHORITY (and the LA-RICS Facility removed from the LTE Site in accordance with Section 22 (LA-RICS Facility Removal) hereof) upon a loss or reduction of grant funds or other applicable funding sources.

41. **ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE**

LA-RICS AUTHORITY hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this Agreement.

42. **LA-RICS AUTHORITY'S STAFF AND EMPLOYMENT PRACTICES**

42.01 LA-RICS AUTHORITY shall designate one member of its staff as an Operations Manager with whom the OWNER may deal with on a daily basis. Any person selected by LA-RICS AUTHORITY as an Operations Manager shall be fully acquainted with LA-RICS AUTHORITY's operation, familiar with the terms and the conditions prescribed therefore by this Agreement, and authorized to act in the day-to-day operation thereof.

42.02 LA-RICS AUTHORITY shall establish an identification system for each of its personnel assigned to service the LTE Site that clearly indicates the name of the person. The identification system shall be furnished at LA-RICS AUTHORITY expense and may include appropriate uniform attire and name badges as routinely maintained by LA-RICS AUTHORITY.

43. **BANKRUPTCY**

The OWNER and LA-RICS AUTHORITY hereby expressly agree and acknowledge that it is the intention of both parties that in the event that during the term of this Agreement LA-RICS AUTHORITY shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the Code), this Agreement is and shall be treated as an unexpired lease of nonresidential real property for purposes of Section 365 of the 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).

44. **SUCCESSORS AND ASSIGNS**

Subject to any provision hereof restricting assignment or subletting by LA-RICS AUTHORITY, this Agreement shall bind the parties, their personal representatives, successors and assigns.

45. **SEVERABILITY**

The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

46. **INTERPRETATION**

Unless the context of this Agreement 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.

47. **TIME OF ESSENCE**

Time is strictly of the essence of this Agreement, and each and every covenant, term, and provision hereof.

48. **ENTIRE AGREEMENT**

This Agreement (and the attached exhibits) contains the entire agreement between the parties hereto with respect to the matters set forth herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both OWNER and LA-RICS AUTHORITY.

IN WITNESS WHEREOF, the LA-RICS AUTHORITY has executed this Agreement or caused it to be duly executed and OWNER has caused this Agreement to be executed on the day, month and year first above written.

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

CITY OF PASADENA

A California Joint Powers Authority

By: _____

By: _____

Michael J. Beck
City Manager

Print Name: _____

Its: _____

ATTEST:


ATTEST:

By: _____

By: _____

Mark Jomsky, CMC
City Clerk

APPROVED AS TO FORM:

MARK J. SALADINO
COUNTY COUNSEL

ATTEST:

By: _____

Deputy

By: _____

Javan N. Rad Chief
Assistant City Attorney

EXHIBIT A

SITE LIST

| Site ID | Facility Name | Organization | Address Line | City | Zip Code | Jurisdiction | Parcel Owner | Proposed Antenna Support Structure |
|---------|---------------|------------------|--------------------------|----------|----------|------------------|--|------------------------------------|
| PASA001 | Goodrich | City of Pasadena | Avocado Ave & Alameda St | Pasadena | 91104 | City of Pasadena | County of Los Angeles/City of Pasadena | Use Existing Antenna Structure |

DRAFT

EXHIBIT B

EQUIPMENT LIST

(CO-LOCATED SITE)

- Antenna Support Hardware
- LTE Antennas and line x6
- Microwave Dishes (at sites with microwave)
- Generator & Fuel
- Automatic Transfer Switch
- Electrical H-Frame
- Equipment Pad
- RBS Radio Cabinet (at all LTE sites)
- BBS Radio Battery Cabinet (at all LTE sites)
- TMR Microwave Cabinet (at sites with microwave)
- BBS Microwave Battery Cabinet (at sites with more than 6 microwave radios)
- MPLS Site Router (at all LTE sites)
- Fiber Network Interface Device (at Fiber Sites)

**EXHIBIT C
SITE PLAN**

[TO BE INCORPORATED BY REFERENCE]

DRAFT

**EXHIBIT D
SITE PLAN**

**[TO BE REPLACED BY FUTURE SET OF
DRAWINGS PENDING FINAL APPROVAL BY
OWNER/CITY OF PASADENA]**

DRAFT

EXHIBIT E
Spectrum Lease Agreement
[Insert First Net Parties dated July 1,2013]

DRAFT

EXHIBIT A

SITE LIST

| Site ID | Facility Name | Organization | Address Line | City | Zip Code | Jurisdiction | Parcel Owner | Proposed Antenna Support Structure |
|---------|---------------|------------------|--------------------------|----------|----------|------------------|--|------------------------------------|
| PASA001 | Goodrich | City of Pasadena | Avocado Ave & Alameda St | Pasadena | 91104 | City of Pasadena | County of Los Angeles/City of Pasadena | Use Existing Antenna Structure |