



# AGENDA

## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

### BOARD OF DIRECTORS MEETING

Thursday, February 6, 2020 • 9:00 a.m.

Los Angeles County Sheriff's Department

Scientific Services Bureau

Hertzberg Davis Forensic Science Center

Conference Room 223 through 227

1800 Paseo Rancho Castilla, Los Angeles, CA 90032

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

#### **AGENDA POSTED: January 31, 2020**

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>.

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#### **Members:**

1. **Sachi Hamai**, CEO, County of Los Angeles
2. **Daryl L. Osby**, Vice-Chair, Fire Chief, County of Los Angeles Fire Dept.
3. **Alex Villanueva**, Chair, Sheriff, Los Angeles County Sheriff's Dept.
4. **Cathy Chidester**, Dir., EMS Agency, County of LADHS
5. **Chris Donovan**, Fire Chief, City of El Segundo Fire Dept.
6. **Joe Ortiz**, Chief of Police, City of South Pasadena Police Dept.
7. **Mark R. Alexander**, City Manager, CA Contract Cities Assoc.
8. **Mark Fronterotta**, Chief of Police, City of Inglewood Police Dept.
9. **Chris Nunley**, Chief of Police, City of Signal Hill Police Dept.
10. **John Curley**, Chief of Police, City of Covina Police Dept.

#### **Alternates:**

**John Geiger**, General Manager, CEO, County of Los Angeles  
**Thomas Ewald**, Deputy Fire Chief, County of Los Angeles Fire Dept.  
**Mark Glatt**, Chief, Los Angeles County Sheriff's Dept.  
**Kay Fruhwirth**, Asst., Dir., EMS Agency, County of LADHS  
**Scott Haberle**, Fire Chief, City of Monterey Park Fire Dept.  
**Brian Solinsky**, Captain, City of South Pasadena Police Dept.  
**Marcel Rodarte**, Executive Dir., CA Contract Cities Assoc.  
**Louis Perez**, Deputy Chief, City of Inglewood Police Dept.  
**Brian Leyn**, Captain, City of Signal Hill Police Dept.  
**David Povero**, Captain, City of Covina Police Dept.

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#### **Officers:**

**Scott Edson**, Executive Director  
**Arlene Barerra**, County of Los Angeles Auditor-Controller  
**Keith Knox**, County of Los Angeles, Treasurer and Tax Collector  
**Priscilla Dalrymple**, Board Secretary



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

**I. CALL TO ORDER**

**II. ANNOUNCE QUORUM – ROLL CALL**

**III. APPROVAL OF MINUTES (A)**

A. January 15, 2019 – Special Meeting Minutes

Agenda Item A

**IV. PUBLIC COMMENTS**

**V. CONSENT CALENDAR – NONE**

**VI. REPORTS (B-E)**

B. Director's Report – Scott Edson

- Executive Summary

Agenda Item B

C. Project Manager's Report – Justin Delfino

Agenda Item C

D. Joint Operations and Technical Committee Chairs Report – No Report

E. Finance Committee Report – No Report

**VII. DISCUSSION ITEMS (F)**

F. Outreach Update

Agenda Item F



## **VIII. ADMINISTRATIVE MATTERS (G-I)**

### **G. DELEGATE AUTHORITY TO EXECUTIVE DDIRECTOR TO NEOTIATE AGREEMENTS FOR LAND MOBILE RADIO AND LONG TERM EVOLUTION ROUND 2 SYSTEM SITES**

It is recommended that your Board:

1. Find the approval and execution of the SUPs with USDAFS for 10 USDAFS sites (BUR1, FRP, GMT, JPK2, LPC, MML, MTL2, PMT, WMP and WTR) which would allow construction, implementation, operation and maintenance of the LMR System infrastructure at these sites are (a) within the scope of the Final Environmental Impact Report (EIR) prepared for the Los Angeles Regional Interoperable Communications System (LA-RICS) LMR System, which was previously certified by your Board under the California Environmental Quality Act (CEQA) on March 29, 2016; (b) that the environmental findings and Mitigation Monitoring Program previously adopted by your Board are applicable to the currently recommended actions; and (c) there are no changes to the project at these sites or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.
2. Find the approval and execution of the SUP and/or Communications Use Lease with USDAFS for site East Sunset Ridge (ESR), which would allow the construction, implementation, operation and maintenance of the LMR System at this site, are within the scope of activities your Board previously found categorically exempt from CEQA on July 11, 2019 pursuant to 14 Cal. Code Regs ("CEQA Guidelines") §§15301, 15303, and 15304 for the reasons stated in this Board Letter and as noted in the record of the LMR project, and the determination that these activities are exempt from CEQA remains unchanged.
3. Find the approval and execution of the SUPs and/or Communications Use Lease with USDAFS for sites Mount Disappointment (MDI) and Portal Ridge (PRG), which would allow the construction, implementation, operation and maintenance of the LMR System at these sites, are within the scope of activities your Board previously found statutorily exempt from review under CEQA on February 5, 2015 pursuant to Public Resources Code §21080.25, the exemption adopted specifically for the LA-RICS, for the reasons stated in this Board Letter and as noted in the record of the LMR project, and the



determination that these activities are exempt from CEQA remains unchanged.

4. Find the approval and execution of the SAAs with the Port of Los Angeles for POLA1, POLA2; and SAAs with Cities of Claremont and Covina for CLRMPD1 and COUG; and SAA with Port of Long Beach for the POLB1 site, respectively, to allow for the construction, implementation, operation and maintenance of the LTE2 System infrastructure that will be incorporated into the First Responder Network Authority (FirstNet) Nationwide Public Safety Broadband Network (NPSBN), are within the scope of activities previously authorized on December 5, 2019 for sites POLA1, POLA2, CLRMPD1 and COUG and on January 24, 2019 for POLB1, which your Board previously found categorically exempt from review under CEQA pursuant to 14 Cal. Code Regs. §§15301, 15303, 15304, and/or 15332 for the reasons stated in this Board Letter and as noted in the record of the LTE2 project, and the determination that these activities are exempt from CEQA remains unchanged.
5. Find the approval and execution of the SAA with City of Montebello for site MNTBLPD, which would allow the construction, implementation, operation and maintenance of the LTE2 System infrastructure at this site, are within the scope of activities your Board previously found statutorily exempt from review under CEQA on March 6, 2014 pursuant to Public Resources Code §21080.25, the exemption adopted specifically for the LA-RICS project, and any leased circuit work that may occur outside of the site, if needed, to provide connectivity to the LTE (inclusive of phase 2 LTE) System, is categorically exempt under CEQA pursuant to CEQA Guidelines §§15301, 15303 and 15304, and the determination that these activities are exempt from CEQA remains unchanged.
6. Authorize the Executive Director to finalize and execute the nineteen (19) real estate agreements identified herein, substantially similar in form to the agreements attached hereto.

Agenda Item G

**H. ADOPT, ADVERTISE, AND AWARD TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALLATION WORK AT TWO (2) LA-RICS SITES AND APPROVE PROJECT BUDGETS**

It is recommended that your Board:



1. Make the following finding:
  - a. Find the adoption, advertising and award of construction, implantation, and installation work at the two (2) sites, Port of Los Angeles Pier 400 (POLA1) and Port of Los Angeles Pier 300 (POLA2), as identified in Enclosure 1, are within the scope of the activities authorized at these two (2) sites which your Board found categorically exempt from review under the California Environmental Quality Act (CEQA) in a prior Board action on December 5, 2019, pursuant to 14 Cal. Code Regs. ("CEQA Guidelines") sections 15301, 15303, 15304, and/or 15332, for the reasons set forth in this letter and as noted in the record of the project and the determination that these activities are exempt from CEQA remains unchanged.
2. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the POLA1 site as follows:
  - a. Approve an estimated total project budget of \$381,710.
  - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the POLA1 site.
  - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
  - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the apparent lowest responsive and responsible Bidder, if the low bid can be awarded within the approved total project budget for the POLA1 site.
3. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the POLA2 site as follows:
  - a. Approve an estimated total project budget of \$381,710.
  - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the POLA2 site.
  - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.



- d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the POLA2 site.
- 4. As it relates to Recommended Items 2-3, delegate authority to the Executive Director:
  - a. To make the determination that a bid is nonresponsive and to reject a bid on that basis.
  - b. To waive inconsequential and non-material deficiencies in bids submitted.
  - c. To determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible Bidder has timely prepared a satisfactory baseline construction schedule and satisfied all the conditions for contract award.
  - d. To take all other actions necessary and appropriate to deliver the projects.
- 5. Delegate authority to the Executive Director for all the construction contracts resulting from these actions to:
  - a. Approve and process amendments for changes in work at each project site, provided they are approved as to form by Counsel to the Authority, up to the maximum amount of \$25,000, plus 5% of the amount of the original contract amount in excess of \$250,000 per site. The Executive Director will report back to your Board monthly regarding what Amendments, if any, were approved and executed by the Executive Director in the prior month.
  - b. Authorize the issuance of one or more Notices to Proceed for the proposed work for each respective contract.

Agenda Item H

**I. APPROVE AN INCREASE TO THE BUDGET FOR TWO (2) TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALLATION**

It is recommended that your Board:

- 1. Find the work and cost contemplated in this recommended action at the two (2) sites, Pomona Courthouse 2 (POM2) and Scholl Canyon (SCHCYN), are



within the scope of the activities your Board previously found categorically exempt from review on July 11, 2019 and December 5, 2019, respectively, under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline sections 15303, 15304, and 15332, for the reasons set forth in this Board Letter and as noted in the record of the project, and the determination that these activities are exempt from CEQA remains unchanged.

2. Delegate Authority to the Executive Director to increase the project budgets by \$19,873 for two (2) LA-RICS Telecommunication Facility Construction and Installation sites as follows:
  - a. Increase the Scholl Canyon (SCHCYN) project budget by \$9,790.
  - b. Increase the Pomona Courthouse (POM2) project budget by \$10,083.

Agenda Item I

**IX. MISCELLANEOUS – NONE**

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

**XI. CLOSED SESSION REPORT**

1. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation (subdivision (d) of Government Code Section 54956.9) (1 case)

**XII. ADJOURNMENT AND NEXT MEETING:**

Thursday, March 5, 2020, at 9:00 a.m., at the Los Angeles Sheriff's Department, Scientific Services Bureau, Hertzberg Davis Forensic Science Center, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.



## 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.

Parking passes for attendees of the LA-RICS Joint Powers Authority Board Meeting can be obtained at the main entrance office of the Hertzberg Davis Forensic Science Center, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.

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.





# **BOARD OF DIRECTORS SPECIAL MEETING MINUTES**

**LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

Wednesday, January 15, 2020 • 9:00 a.m.  
Los Angeles County Sheriff's Department  
The Hertzberg Davis Forensic Science Center  
Conference Room 223 through 227  
1800 Paseo Rancho Castilla, Los Angeles, CA 90032

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**Board Members Present:**

**Sachi Hamai**, CEO, County of Los Angeles  
**Chris Donovan**, Fire Chief, City of El Segundo Fire Dept.  
**Mark Alexander**, City Manager, CA Contract Cities Assoc.

**Alternates For Board Members Present:**

**Thomas Ewald**, Deputy Fire Chief, County of Los Angeles Fire Dept.  
**Mark Glatt**, Chief, Los Angeles County Sheriff's Dept.  
**Kay Fruhwirth**, Asst., Dir., EMS Agency, County of LADHS  
**Louis Perez**, Deputy Chief, City of Inglewood Police Dept.

**Officers Present:**

**Scott Edson**, LA-RICS Executive Director  
**Priscilla Dalrymple**, LA-RICS Board Secretary

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**Absent:**

**Joe Ortiz**, Chief of Police, City of South Pasadena Police Dept.  
**Chris Nunley**, Chief of Police, City of Signal Hill Police Dept.  
**John Curley**, Captain, City of Covina Police Dept.

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

Executive Director Scott Edson acknowledged Board Member Sachi Hamai and presented a plaque thanking her for her leadership, guidance, effort, and vision in support of First Responders. Board Member Hamai thanked the Board for the recognition and expressed that LA-RICS is needed for interoperable communications for LA County and the region.

**I. CALL TO ORDER**

Alternate Chair, Mark Glatt, called the meeting of the Board to order at 9:03 a.m.

**II. ANNOUNCE QUORUM – Roll Call**

Alternate Chair Glatt asked for a roll call and acknowledged a quorum was present.

**III. APPROVAL OF MINUTES (A)**

**A. November 7, 2019 – Regular Meeting Minutes**

Alternate Chair Glatt asked if there were any questions or comments from the Board.

There were none.

Board Member Mark Alexander motioned first, seconded by Board Member Thomas Ewald.

Ayes 7: Alexander, Donovan, Ewald, Fruhwirth, Glatt, Hamai, and Perez.

**MOTION APPROVED.**

**IV. PUBLIC COMMENTS – NONE**

**V. CONSENT CALENDAR – NONE**

**VI. REPORTS (B-E)**

**B. Director's Report – Scott Edson**

Executive Director Scott Edson stated he can provide assurance the LA-RICS team is back in full force and already producing well over 100% in 2020. Director Edson stated he is going to start with good news on the Long Term Evolution (LTE) Public Safety Data Network side. We have received verbal notification from National



Telecommunication and Information Administration (NTIA), our Broadband Technology Opportunities Program (BTOP) grant augmentation is in the process of receiving formal approvals. The grant augmentation is expected to be \$3.5 million to fund an accelerated completion of the 26-site deployment referred to as Public Safety Broadband Network (PSBN) Round 2.

The 26-site build includes identifying sites that greatly benefit Public Safety, obtaining site access agreements, design and permits, construction, equipment install and acceptance by AT&T. Executive Director Edson stated at acceptance of these 26 sites AT&T will pay us \$6 million, the balance of the \$12 million they agreed to pay under our business agreement. Those funds are applied to our general fund to sustain us through June of 2022.

Executive Director Edson stated he has reported to your Board over the past months, the site selection, design, equipment finalization and construction contracts proved to be far more complex than anticipated with a third party involvement, the Authority, site owners and AT&T/FirstNet, all needing to agree before each phase is finalized. However, we have achieved concurrence on site acceptance checklists and site designs for a majority of the sites as well as bill of materials for equipment at these sites.

As we reach agreement with AT&T on final site design and equipment bill of materials, the sites can go out to bid. We have three Port sites remaining requiring Information for Bids (IFB), with ten sites total pending Bids due.

All is achievable within the limited time given the augmentation of funds to get us the resources and subject matter experts needed to bring us to handoff to AT&T, and then to close the books on the BTOP grant funding which was over \$150 million. We anticipate that will be extensive, and may even include many audits, because this was a 10-year process, with expenses spread over the building of over 100 sites.

In addition, Executive Director Edson reported to the board a change in direction on requirements for the buildout on Southern California Edison (SCE) sites; whereby Cell-on-Wheels (COW) had one set of requirements and the sites we are looking to build now are fixed and have revealed a whole new set of requirements, with corresponding expenses that were not planned. SCE has taken the position these six sites are new construction builds and subject to new rules, oversight, and design/build processes.

Additionally, you know we plan to have Motorola (MSI) add six new LTE Round 2 sites to the United States Forest Service (USFS) sites. However, in order to add LTE at these sites we need Special Use Permits for the Land Mobile Radio (LMR) plans of development.



Executive Director Edson stated he previously reported to your Board the delays experienced with engaging the USFS. Plans of Development have been successfully submitted to USFS, and we were expecting Special Use Permits for certain sites before the end of December, specifically prioritizing those LTE Co-located sites. Unfortunately, due to USFS use it or lose time on the books policy, staffing shortages led to a delay on those sites. However, we received reassurance from the USFS Supervisor just last Monday that staff will be retained to process these Special Use Permits in the coming days.

The federal grantor holds weekly calls with the team and is very familiar with these unforeseen obstacles and delays and thus quickly (for a federal grantor) turned around verbal approvals for the grant augmentation that will serve to pay for the known construction costs reflecting Bid processes your Board has been approving, as well funding accelerated construction-related activities, including other activities required to achieve construction at sites such as site access negotiations, drawing / design review for permit submittal/securing, IFBs, bid walks, as well as compressed Davis Bacon monitoring.

In the interest of time, while we await formal approval, which the grantor has informed is imminent, we have a few items before your board seeking delegated authority, including acceptance of grant funds and budget adjustment in Agenda Item G, and a Jacobs Contract Amendment in Agenda Item I. Executive Director Edson stated he introduced above some of the reasons for the increased cost and new federal grant funding, and Administrative Deputy Susy Orellana-Curtiss will speak in detail to those items when they come up on the agenda.

As for LMR, we have had several site access agreements approved, and some were tough. Justin will provide details after my report. What often makes these agreements most difficult is we enter into long term agreements and at no cost, so these site owners really do it knowing they are benefitting public safety and ultimately themselves. It's mostly the bureaucracy that slows us down. We also have an LMR Amendment before you in Agenda Item H revising the testing plan and warranty with MSI, and comes with a cost decrease of over \$6 million.

Additionally, under LTE, we have in Agenda Item I, an increase in cost for two SCE sites of just over \$51,000 and some Site Access Agreements in Agenda Item K.

This concludes the Director's Report.

There was no further discussion.



### C. Project Manager's Report – Justin Delfino

Project Manager Justin Delfino presented the Construction/Implementation Update.

#### **LTE Round 2 Highlights**

##### **Current Status:**

Project Manager Delfino stated current status under contract nine (9); sites out for bid: six (6) sites; and under construction is one (1) site for IGPD. Next to start construction is two (2) sites MVS2 and UCLA2. All SCE sites were Geotech drilled and SAA's ready to execute. Eleven (11) of 26 sites are co-located with sites. LTER2 scope on track for grant completion deadline in June 2020.

##### **ENVIRONMENTAL**

SEA 5 cleared SHPO and includes LACFDEL2. Expecting the FONSI on January 16, 2020.

##### **LABOR COMPLIANCE**

First labor compliance meeting was held on December 11, 2019, with Metrocell. No labor issues to date. No accidents or injuries reported to date.

##### **SAA's**

Project Manager Delfino stated in Agenda Item K Del Valle2, CCB2, POM2, SCHCYN, and all SAAs are planned to be executed by March 2020.

##### **LTE2 Construction Starts**

A table was presented with various planned start dates for Phase 2.

Alternate Member Thomas Ewald asked if there are any added requirements and are you anticipating what those requirements are you ahead of the process due to the lessons learned. Project Manager's Delfino mentioned some sites now need supervision, SCE employed a new program to have construction supervisors to oversee to ensure their policies and procedures are in place at their sites. Most of these procedures that have occurred are all surround by safety. When work is done in the SCE substations they are requiring new grounding requirements, which is new this year.

#### **LMR Highlights**

##### **Ph. 1 OVERVIEW**

Project Manager Delfino stated sites under drawing review at Public Works are RHT, PMT, and BUR1. Sites remaining for plan check submission overview; 78% completed with 13 sites remaining. Seven (7) Coastal sites, six (6) of the seven (7) are



Los Angeles County owned. Six (6) others: GRM, SPH, RPVT, UNIV, ESR, MTL2, only one (1) of the six (6) sites is Los Angeles County owned.

### **CONSTRUCTION OVERVIEW**

Thirty-three (33) permits issued to date. Zero recordable injuries to date. Ph.2 acceptance walks are underway this month we are focused on CLM and PLM.

### **UASI 17 Status**

BKK, OAT, DPW038, AGH, and INDWT are all built. MIR impacted by underground utilities. Sites currently under construction Ph.2: LACFDEL and UCLA

### **USFS SITES**

Nine (9) USFS sites approved at Public Works. Successful meeting with USFS leadership on December 5, 2019. Cost recovery agreement is executed and USFS staff is now engaged in POD reviews.

### **COASTAL SITES – [critical path]**

Project Manager Delfino stated reviews are still tracking ahead of schedule by jurisdiction and is the primary area of focus as we collectively seek opportunities for time savings on the Program.

Executive Director Edson added we meet with MSI leadership every two weeks discussing the critical path in detailed and identifying items that will become new critical paths. We know the coastal sites are going to be the toughest right now and is holding up the program but we are resolving that issue with Department of Regional Planning (DRP) to bring those dates in to late 2021.

### **SAA's**

Recently executed: BHS, GRM, and RIH. Outstanding (22): USFS (13); Coastal (7); SPH; and RPVT.

### **Current Focus:**

First batch of POD approval from USFS. DRP comment processing with California Coastal Commission. UCLA material hoist January 18, 2020. MIR Re-start and construction schedule compression January 16, 2020. Recovering time on Del Valle Training Center. Starting construction at BHS and RIH.

### **UCLA Factor BIDG (photo image)**

Rooftop penetrations for structural steel frame to tie into building steel. LTE2 will co-locate on the structure.

**INDWT (photo image):** All the infrastructure is in the tower, shelter, generator, fuel tank, etc.



**IGPD (photo image):** Interior photos from the penthouse level of the room we are retrofitting to a communications room. The FirstNet equipment will be located at the top and modify the slead to resolve the issue.

**DEL VALLE TRAINING CENTER**

Project Manager Delfino stated the tower foundation completely installed, site is currently behind schedule by three (3) weeks MSI to make-up time.

This concludes the Project Manager's Report.

There was no further discussion.

**D. Joint Operations and Technical Committee Chairs Report – Lieutenant Hiroshi Yokoyama and CISO Ted Pao**

Lieutenant Hiroshi Yokoyama stated there were a couple discussion items at the last Joint Operations and Technical Committee Meeting on December 3, 2019.

The first discussion item was regarding the Overview and Efforts of the Regional Inter-RF Subsystem Interface (ISSI) Interoperability Working Group, which took place amongst the committee members. CISO Ted Pao is here to provide an overview of the discussion regarding the efforts of the Regional ISSI Interface Working Group.

CISO Pao stated as you know in 2016, this region decided to fund systems of systems interoperability capability and we may have multiple systems in this region and all will be connected with ISSI. Coming towards 2019 and 2020 may of these systems are being completed. We had a Working Group with the support of the Mayor's Office and UASI Administrator to have all the stakeholders together and discuss how we will move forward with connecting the systems. We had a great turnout from different agencies, such as the Port of LA, Long Beach, Los Angeles Police Department (LAPD), and ICI. We decided to move forward with ICI and LAPD connection at Mount Lee. LA-RICS will be the Hub, which means all the systems will be connecting to us for the entire region.

Board Member Hamai asked as this JPA moves forward, LA-RICS would be a system of systems. If we are allowing others to join our system, the presumption is they are not part of LA-RICS. Executive Director Edson stated we are building and designing the LA-RICS system to be one overarching system for the entire region. As other systems come to end of life or are too expensive, and evaluate how much it will cost to join LA-RICS, we believe that many of the systems will migrate over to LA-RICS.

There was no further discussion.





E. Finance Committee Report – No Report

**VII. DISCUSSION ITEMS (F)**

F. Outreach Update

Executive Assistant Wendy Stallworth-Tait presented Agenda Item F, provided an update on the reporting period for outreach taking place in the month of December and stated Lieutenant Yokoyama will provide details of specific outreach to agencies.

Lieutenant Yokoyama stated the Education, Outreach and System Updates Report covers the period from November 30, 2019, through January 9, 2020.

On December 5, 2019, the outreach team met with the Department of Children and Family Services regarding their communication needs for their social workers in the Antelope Valley.

On January 6, 2019, the outreach team met with the LASD Mental Evaluation Team regarding their current use of LA-RICS talk-groups and the trial use of an integrated LMR & LTE communications solution.

On December 31, 2019 and January 1, 2020 LA-RICS was used as primary LMR communications for the Pasadena Tournament of Roses Parade. One LA-RICS talk-group was used for the event commanders, and four talk-groups were used for operations within the respective parade route zones, red, green, gold, and brown.

In November 2019 the LA-RICS outreach team performed field testing of the current Pre-Acceptance System along the parade route. The field test resulted in the deployment of the LA-RICS Site on Wheels (SOW) apparatus at Altadena Station to provide supplemental LMR coverage.

Lieutenant Yokoyama state the post-parade analysis showed the LA-RICS Pre-Acceptance System sufficiently provided coverage throughout the operational area, with the SOW being utilized predominantly within the Gold Zone. We look forward to the LA-RICS site at Mirador to become operational to provide optimal coverage for next year's Rose Parade, without the need for the SOW.

Board Member Alexander asked if we had a command post or central site for the Rose Parade. Lieutenant Yokoyama stated LA-RICS personnel was on the second floor of Pasadena Police Department.





**ALTERNATE CHAIR GLATT STATED AT THIS TIME WE WILL BE TAKING AGENDA ITEM XI. CLOSED SESSION OUT OF ORDER. THE BOARD CONVENED INTO CLOSED SESSION AT 9:39 A.M., AND RECONVENED IN OPEN SESSION AT 10:33 A.M. THE BROWN ACT DID NOT REQUIRE A REPORT OUT.**

**VIII. ADMINISTRATIVE MATTERS (G-K)**

**G. ACCEPT BROADBAND TECHNOLOGY OPPORTUNITY GRANT FUNDS**

Administrative Deputy Orellana-Curtiss presented Agenda Item G and recommended the Board take the following action:

1. Delegate Authority to the Executive Director to accept \$3,506,048 in grant funds from the BTOP Grant; and
2. Adopt the (Enclosed) Amended Budget to reflect an increase of \$3,506,048 to the BTOP grant-funded expenditures in Fiscal-Year 2019-20; and
3. Delegate authority to the Executive Director to execute any grant required documents resulting from BTOP grant augmentation.

Alternate Board Member Ewald motioned first, seconded by Alternate Board Member Fruhwirth.

Ayes 7: Alexander, Donovan, Ewald, Fruhwirth, Glatt, Hamai, and Perez.

**MOTION APPROVED.**

**H. APPROVE AMENDMENT NO. 42 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM**

Administrative Deputy Orellana-Curtiss presented Agenda Item H and recommended the Board take the following action:

1. Approve Amendment No. 42 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect the following:
  - a. Modification to the scope of the Acceptance Test Plan and certain Pre-Installation Testing for a cost decrease in the amount of \$6,757,926.



- b. Extend a bridge warranty until December 31, 2020 for certain Early Deployment/Specified Equipment bridging the warranty gap for this equipment until the LMR System enters into the Warranty Period for a cost increase in the amount of \$312,897.
2. Authorize a decrease to the Maximum Contract Sum in the amount \$6,445,029 from \$296,526,664 to \$290,081,635 when taking the cost increases and decreases into consideration.
3. Delegate authority to the Executive Director to execute Amendment No. 42, in substantially similar form, to the enclosed Amendment (Enclosure).
4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 42.

Board Member Alexander motioned first, seconded by Alternate Board Member Ewald.

Ayes 7: Alexander, Donovan, Ewald, Fruhwirth, Glatt, Hamai, and Perez.

**MOTION APPROVED.**

**I. AMENDMENT NO. 28 TO THE PROJECT AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT**

Administrative Deputy Orellana-Curtiss presented Agenda Item I and recommended the Board take the following action:

1. Approve Amendment No. 28, substantially similar in form to the (Enclosure), which contemplates revising Appendix A-2 (Agreement Budget) to the Agreement to reflect an increase to the PSBN Round 2 budget to achieve the project acceleration and expansion by June 2020 and grant closeout by September 2020, resulting in an increase to the Maximum Contract Sum in the amount of \$2,766,729.
2. Approve an increase to the Maximum Contract Sum in the amount of \$2,766,729 from \$62,039,634 to \$64,806,363 when taking revisions contemplated in Amendment No. 28 into consideration.
3. Delegate authority to the Executive Director to execute Amendment No. 28, in substantially similar form, to the enclosed Amendment (Enclosure).
4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 28.



Alternate Board Member Alexander/Perez motioned first, seconded by Alternate Board Member Perez.

Ayes 7: Alexander, Donovan, Ewald, Fruhwirth, Glatt, Hamai, and Perez.

**MOTION APPROVED.**

**J. APPROVE AN INCREASE TO THE BUDGET FOR TWO (2) TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALLATION PROJECTS**

Administrative Deputy Orellana-Curtiss presented Agenda Item J and recommended the Board take the following action:

1. Find the work and cost contemplated in this Recommended Action at the two (2) sites, SCE Nola (SCENOLA), SCE Palmdale (SCEPLM) are within the scope of the activities your Board previously found categorically exempt from review on January 24, 2019 under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline sections 15303, 15304, and 15332, for the reasons set forth in this Board Letter and as noted in the record of the project, and the determination that these activities are exempt from CEQA remains unchanged.
2. Delegate Authority to the Executive Director to increase the project budgets by \$51,832 for two (2) LA-RICS Telecommunication Facility Construction and Installation sites as follows:
  - a. Increase the Southern California Edison Nola (SCENOLA) project budget by \$40,782.
  - b. Increase the Southern California Edison Palmdale (SCEPLM) project budget by \$11,050.

Board Member Alexander asked what is the source of funding and Administrative Deputy Orellana-Curtiss stated BTOP.

Board Member Alexander motioned first, seconded by Board Member Donovan.

Ayes 7: Alexander, Donovan, Ewald, Fruhwirth, Glatt, Hamai, and Perez.

**MOTION APPROVED.**



**K. DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AGREEMENTS FOR LONG TERM EVOLUTION ROUND 2 SYSTEM SITES WITH THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND THE TRIAL COURTS OF CALIFORNIA; AND A COMMUNICATIONS TOWER EXCHANGE AGREEMENT WITH SANITATION DISTRICTS**

Administrative Deputy Orellana-Curtiss presented Agenda Item K and recommended the Board take the following action:

1. Find the approval and execution of Amendment No. 1 to the Land Mobile Radio (LMR) Site Access Agreement (SAA) with the Consolidated Fire Protection District of Los Angeles County for the Del Valle 2 (LACFDEL2) site to allow for the design, construction, implementation, operation and maintenance of the LTE2 System infrastructure at this site is categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs ("CEQA Guidelines") §§15301, 15303 and 15304 for the reasons stated in this Board Letter and as noted in the record of the LTE2 project.
2. Find the approval and execution of the SAAs with the Trial Courts of California for Compton Courthouse 2 (CCB2) and Pomona Courthouse 2 (POM2) sites to allow for the design, construction, implementation, operation and maintenance of the LTE2 System infrastructure at these two sites are within the scope of the activities your Board previously found categorically exempt from CEQA on December 5, 2019 pursuant to 14 Cal. Code Regs §§ 15301, 15303, 15304 and 15332 for the reasons stated in this Board Letter and as noted in the record of the LTE2 project, and the determination that these activities are exempt from CEQA remains unchanged.
3. Find the approval and execution of the Communications Tower Exchange Agreement for Rio Hondo (RIH) and Scholl Canyon (SHCYN) is within the scope of activities your Board previously found categorically exempt from CEQA review pursuant to 14 Cal. Code Regs. §§15301, 15303, 15304, and/or 15332, and the determination that these activities are exempt from CEQA remains unchanged.
4. Authorize the Executive Director to finalize and execute the agreements identified herein, substantially similar in form to the agreements attached hereto.

Board Member Alexander asked Executive Director Edson in the past we had fire facilities issues, do you anticipate any issues at this site. Executive Director Edson stated no because we already met with the Fire Chief, he's directed this occur and there is no residential area that will be impacted by this.



Board Member Donovan motioned first, seconded by Alternate Board Member Fruhwirth.

Ayes 7: Alexander, Donovan, Ewald, Fruhwirth, Glatt, Hamai, and Perez.

**MOTION APPROVED.**

**IX. MISCELLANEOUS – NONE**

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

**XI. CLOSED SESSION REPORT (THIS ITEM WAS TAKEN OUT OF ORDER WAS MOVE TO AFTER AGENDA ITEM VIII. DISCUSSION ITEMS AND BEFORE VIII. ADMINISTRATIVE MATTERS)**

1. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation (subdivision (d) of Government Code Section 54956.9) (1 case)

The Board convened into closed session at 9:39 A.M. and reconvened in open session at 10:33 A.M. The Brown Act did not require a report out.

**XII. ADJOURNMENT AND NEXT MEETING:**

The Board meeting adjourned at 10:39 a.m., and the next meeting will be held on Thursday, February 6, 2020, at 9:00 a.m., at the Los Angeles Sheriff's Department, Scientific Services Bureau, Hertzberg Davis Forensic Science Center, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.

## Executive Summary

February 6, 2020

### LTE Update

- PSBN Round 1 site assignment agreements are nearing completion between AT&T and LA-RICS legal counsel. AT&T is conducting field work to upgrade sites for integration into AT&T network operating center.
- PSBN Round 2 design and entitlement activities although hampered by protracted review and approvals at the A&E level, Phase1work continues to progress and is planned to end at the close of first quarter 2020. Site Access Agreements (SAA's) have been initiated with all land owners at all sites at this point in the Program. Nine SAA's are completed to date, six of which will be executed just prior to construction start, (SCE sites). In addition, three more sites were presented to the JPA Board on January 15, 2020. Eighteen sites have gone out to bid including the Request for Quotation (RFQ) to MSI for the constructions of LACFDEL. The remaining sites still requiring bid are POLA1, POLA2, and POLB. Fifteen sites are currently under contract for construction. The majority of the sites are now planned to start construction in the spring of 2020, and will end at the middle of June 2020. The environmental team has submitted the Fifth and final Supplemental Environmental Assessment (SEA) to NTIA, a finding of no significant impact (FONSI) is expected by the end of January 2020.

### LMR Update

- Building Permit Received – 33 Sites to date. There are 15 building permits remaining (3) USFS, (7) Coastal sites and (5) other sites, UNIV, RPVT, RHT, SPH and GRM. Total site count remains 58 sites.
- All Ph.2 work will be completed in 2021. All Ph.4 work will be completed by March 22, 2022 according to Integrated Master Schedule dated January 11, 2020.
- Sites Eligible to Construct: (Includes Completed Sites, Sites under Construction and/or Equipment Installs and Locations).

- |   |   |
|---|---|
| 1. APC – Junction of I-105 and I-405            | 16. PHN – Puente Hills                  |
| 2. BMT – Angeles, overlooking CA-138 and I-5    | 17. PLM – Palmdale                      |
| 3. CCB – Compton                                | 18. SDW – San Dimas Water Tank          |
| 4. CCT – Downtown                               | 19. TPK – Gorman                        |
| 5. CLM – Claremont                              | 20. VPK – Verdugo Peak – Glendale       |
| 6. FCCF – 1320 Eastern Ave                      | 21. SGH – Signal Hill                   |
| 7. HPK – Northern Angeles,                      | 22. MIR – Mirador                       |
| 8. LAN – Lancaster Sherriff Station             | 23. BKK - West Covina                   |
| 9. LDWP243 – Junction of I-5 and CA-14          | 24. OAT – Nike                          |
| 10. LASDTEM – Temple City                       | 25. AGH – Agoura Hills                  |
| 11. LA-RICS HQ, - Monterey Park                 | 26. INDWT – Industry Water Tank         |
| 12. MLM – Mira Loma Detention Center            | 27. BHS – Baldwin Hills                 |
| 13. MMC – Palmdale – Sierra Pelona Mountain Way | 28. RIH – Rio Hondo                     |
| 14. MVS – Whittier                              | 29. CRN – Cerro Negro                   |
| 15. ONK – Oat Nike                              | 30. POM – Pomona Courthouse             |
|   | 31. DPW038 – Water Works Substation 038 |
|   | 32. UCLA                                |
|   | 33. Del Valle Training Center           |

LA-RICS GRANT STATUS					
Grant	Award	Costs Incurred/NTP Issued	Invoiced / Paid	Remaining Balance	Performance Period
UASI 12	\$18,263,579	\$18,263,579	\$18,263,579	\$-	3/31/17
UASI 13	\$13,744,067	\$13,744,067	\$13,744,067	\$-	3/31/18
UASI 14	\$4,997,544	\$4,997,544	\$4,997,544	\$-	7/31/17
UASI 16	\$5,240,455	\$5,240,455	\$5,240,455	\$-	5/31/19
UASI 17	\$34,763,750	\$33,897,665	\$24,621,578	\$10,142,172	5/31/20
UASI 18	\$35,000,030	\$32,473,444	\$-	\$-	5/31/21
UASI 19	\$35,000,000	\$8,520,932	\$-	\$-	Not yet awarded





# Los Angeles Regional Interoperable Communications System

## PROJECT DESCRIPTION

Events of September 11, 2001 highlighted the need for first responders to be able to communicate with each other. Emergency communications primarily address local jurisdictional needs and most agencies utilize separate radio towers, equipment, and radio frequencies. LA-RICS is designed to address each of these concerns.

Currently, there is duplication of systems which leads to increased costs while continuing to inhibit first responders' ability communicate with each other. Many legacy systems around the County are obsolete and well beyond their useful life. The LA-RICS Project vision is to provide innovative solutions for the public safety community by removing barriers to interoperable voice and data communications and allow individuals and agencies to focus on accomplishing their mission with the tools necessary to provide excellent service to their communities. To accomplish this vision, the program is implementing a County-wide public safety wireless voice and data radio system for all first and secondary responders. Existing radio frequencies will be pooled, and the current infrastructure utilized wherever practical.

Design, construction, and deployment of a County-wide Land Mobile Radio (LMR) voice network utilizes 59 sites. Additionally, the Authority is analyzing twenty-six (26) sites for the purpose of augmenting the FirstNet deployment in the region. All sites in both the LMR and LTE augmentation will comply with CEQA and NEPA standards.

Project and Construction Management Services will provide network, infrastructure, project, and advisory services across four of the five program phases (Phase 5 – Maintenance is excluded) for each of the LMR and LTE projects:

- Phase 1 - System design
- Phase 2 - Site construction and modification
- Phase 3 - Supply telecommunication system components
- Phase 4 - Telecommunications system implementation
- Phase 5 - Telecommunications system maintenance

## *Location:*

2525 Corporate Place, Suite 100  
Monterey Park, CA 91754

## *Authority:*

Los Angeles Regional Interoperable  
Communications System

## *Management:*

LA-RICS Project Team

## *Consultant:*

Jacobs Program Management Company

## *Communications Vendor:*

LMR - Motorola Solutions, Inc.

LTE - Motorola Solutions, Inc., David Evans  
& Associates, Metrocell, Inc., and Jitney,  
Inc.



**Monthly Report No. 93**

**For January 2020**

**Submitted January 29, 2020**

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## LTE UPDATES

- No new activity

### Operations/Governance

- The LA-RICS Operations team is holding meetings three (3) times a week to focus on the following:

1. Manage network migration from LA-RICS PSBN to AT&T FirstNet
2. Ensure internal LA-RICS operational aspects are in place
3. Develop and Implement Policies

### LTE Round 1 Updates

- Construction and testing of LTE Round 1 (LTE1) sites are complete. Final SAA negotiations continue with AT&T and site owners as AT&T continues their efforts to complete site improvements to tie the LTE1 sites into the NPSBN System.

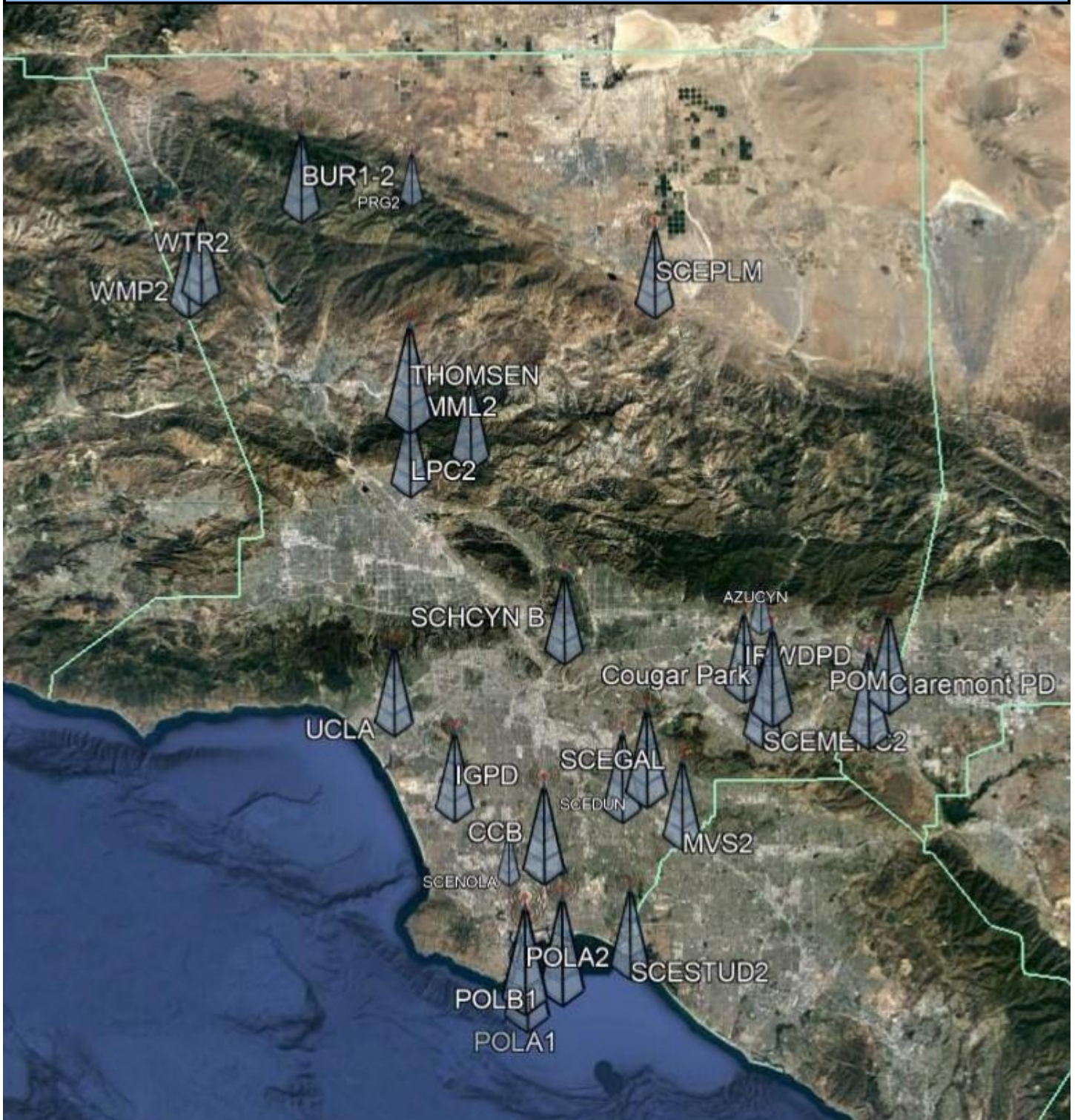
### Special Events

- No new activity.

### LTE Round 2 Updates

- LA-RICS is currently engaged on LTE Round 2 (LTE2) sites as approved by NTIA. Of the 26 planned LTE2 sites, 6 sites are planned for installation in the Angeles National Forest (ANF) and will be designed and built by Motorola. Motorola has contracted with an A&E firm to design the ANF sites. The remaining 20 sites are under contract for design by David Evans and Associates (DEA). DEA has been NTP'd for 17 sites to date and has completed 75% CD's for sixteen sites as of January 2020.. Construction Documents (CDs) are in development for the remaining sites. Geotechnical drilling has been conducted for nine sites to date.. Once completed, the data collected from the drilling activities will provide essential information needed to complete foundation designs which are captured in the construction drawings as well. There have been significant advancements in the Site Access negotiation department, with the Judicial Council of California lease expected to be resolved by early February, as well as the port locations, both POLA 1 & 2 as well as POLB1. To date, 4 construction contracts have been awarded, and another 12 drawing sets have been issued for bid. Inglewood PD was the first site to start construction in December 2019. There was a fairly significant missed observation of the existing rooftop conditions during the design phase of the project at IGPD, the design costs of which will be absorbed by DEA. The structural engineer is working to reinforce the portion of the roof directly under the LTE sled mounts. Following IGPD will be MVS2 and UCLA2 planned for January and February construction starts respectively. The project has suffered from a late delivery of a power design at MVS by Southern California Edison which has delayed building permit issuance, however fast-tracking efforts at UCLA were successful when all of the LTER2 equipment was hoisted by shared crane atop UCLA Factor Building on January 18<sup>th</sup> 2020. All sites are on track for on time completion. The sites in the USFS contracted to MSI are struggling with late design delivery as well as the need to re-evaluate if the future growth allowances are enough for the LTER2 installations. The Team expects to see progress on these two issues the last week in January 2020.
- The Authority continues its efforts in coordinating and participating in multiple weekly meetings with AT&T RAN, and AT&T Construction and Engineering to ensure the schedule and scope of work are identified appropriately. LA-RICS has reached an agreement with AT&T on site acceptance standards, which are being formally documented, this document is referred to as the site acceptance checklist and took 7 months to mutually agree. Statements of Qualifications (SOQ's) have been received from antenna site construction firms interested in participating in LTE Round 2. A total of six firms have been pre-qualified. This will ensure that sites are designed and constructed by the Authority and accepted by AT&T in an efficient and cost-effective manner. A request for supplemental funding was submitted to NTIA. Subsequently NTIA approved the request for additional funding, which will allow the Team to better utilize resources to complete the sites in accordance with the approved schedule.
- The FONSI for SEA4 was received from NTIA on December 3, 2019.
- The final SEA5 was submitted to NTIA on December 26 2019. The FONSI for SEA5 is expected imminently.
- NOEs were filed for LTE2 sites SCHCYN, CCB2, LACFDEL2, and POM2 on January 15, 2019.

## LTE SITES



## LMR UPDATES

### Environmental Update

- Continued to review PNS' and FCS' pre-construction forms and weekly and daily compliance reports and attend a weekly compliance meeting.
- Submitted letters to FEMA addressing no changes to previous Section 7 or Section 106 findings for the addition of UNIV City Walk to Site UNIV on December 20. Included was a draft letter for FEMA to provide SHPO if desired. FEMA submitted the letter to SHPO on December 27.
- Obtained EHP NEPA clearance from FEMA for LMR Site RPVT on January 9.
- Prepared a Notice of Determination for Site RIH and filed it after the January 15 Board meeting.
- Have accomplished Worker Environmental Awareness Program (WEAP) training for 1,079 persons as of January 8.

### Permitting Support

- Authority, Jacobs, and MSI personnel met with DRP staff to submit seven of the eight California Coastal Commission sites to the Department of regional planning, the last submission was made on 9/12/2019. To date all the first-round review comments have been received by the Project Team with the exception of LACF072. Responses by the contractor are currently in draft and ready to re-submit to the jurisdiction by mid-December as updated FAA Navigation Hazard Determination letters are still pending. A determination was made by the City of Los Angeles that GRM is exempt from California Coastal Review and will instead be submitted to the City of Los Angeles Public Works Department for building permit as it is zoning exempted.
- The Decision Memo for the 13 LMR sites on the ANF was issued by the Angeles National Forest (ANF) on October 31, 2019. Plans of development (PODs) for all 13 sites were submitted to USFS in three batches (the last batch submitted on December 5, 2019) in support of Special Use Permits (SUPs), the first two sites (LPC and PRG) are expected by end of January 2020. An SUP kickoff meeting was held with ANF personnel on December 5<sup>th</sup>, 2019, and the initial two site visits with USFS personnel have been completed for 10 sites. Geotechnical drilling is complete at the ANF sites, and towers have been ordered. In the month of January LA-RICS Team has worked with the Contractor to learn how the aging agent can be applied in the field to save cure time at the manufacturing plant. The IMS planned to start the USFS sites in November initially but didn't get permitted at the sites by LA County Public Works until January 2020. At this point in time the first sites issued SUP's are planned to start construction immediately.

### Site/Civil

- The Authority and MSI met the UASI 16 spending requirements and have also begun construction and equipment orders on UASI 17 sites i.e. INDWT, LACFDEL, OAT, AGH, UCLA, BKK, and DPW038. Planned work is on track for all UASI 17 sites with the exception of MIR, which was put behind schedule due to complications locating a water main that traverses the site. At this time, all sites are expected to meet the completion deadline. The LA-RICS Team has been in contact with UASI to discuss the opportunity to extend the deadline by 30 days to allow MIR to finish within the performance period, that plan is contingent on the speed by which the building permit is issued for the tower at MIR since MSI held back submission of the tower not knowing exactly what foundation it would install. MSI was issued a time recovery letter by the Authority, in response MSI and its contractor were able to demonstrate that the site could physically be built in 30 days and explained the methods for times savings. The LA-RICS Team is satisfied with methods expressed and will learn more about the status of the tower permit the final week of January 2020.
- Three of the sites in the LMR network have recently undergone design changes due to proposed tower relocations for UNIV and SPH and a new site location for RPV1, which has now moved from the Civic Center to Los Verdes Golf Course in Rancho Palos Verdes, and the site identification changed to RPVT. The only site still requiring jurisdictional consent on equipment location is SPH the agency pending approval is FAA.
- The LMR Radio Frequency (RF) System Design has recently undergone minor adjustments regarding prime site location and system backhaul configuration in order to optimize system functionality. All microwave links are confirmed except for the three sites undergoing redesign SPH. MSI and the Authority meet weekly and discuss all Program issues.
- MSI efforts to complete drawings and submit sites into the jurisdiction for building permits is an on-going challenge. The contractually stipulated method for submission and review of the drawings has been supplanted by live joint reviews between LA-RICS Authority and MSI and its' contractors in order to attempt to save as much time as possible. Forty-four (44) building permit applications (LACFDEL, PHN, BMT, HPK, LDWP243, LASDTEM, FCCF, APC, CCB, CCT, PLM, MLM, MVS, ONK, LARICSHQ, CLM, MMC, TPK, VPK, POM, LAN, CRN, SDW, SGH, DPW038, OAT, UCLA, INDWT, AGH, BKK, MIR, BHS, BUR1, FRP, GMT, JPK2, LPC, MDI, MML, PMT, PRG, WMP, WTR, and RIH) have been submitted and approvals have been received for thirty-three (33) of the forty-four sites.
- Below is an update of the remaining LMR sites and their projected permit submission dates based on Motorola's Microsoft Projects schedule dated 01/11/2020.  
  
SPN 5/14/20, TWR 5/21/20, TOP 3/20, CPK 3/2/20, DPK 5/29/20, BJM 4/27/20, LACF072 5/7/20, RPVT 6/18/20, ESR 4/29/2020, MTL2 6/12/20, GRM 4/14/20, RHT 04/14/20, SPH 4/30/20, UNIV 3/3/20.
- As of 01/20/2020 forty (40) executed SAA's are in place.



**LMR SITES**

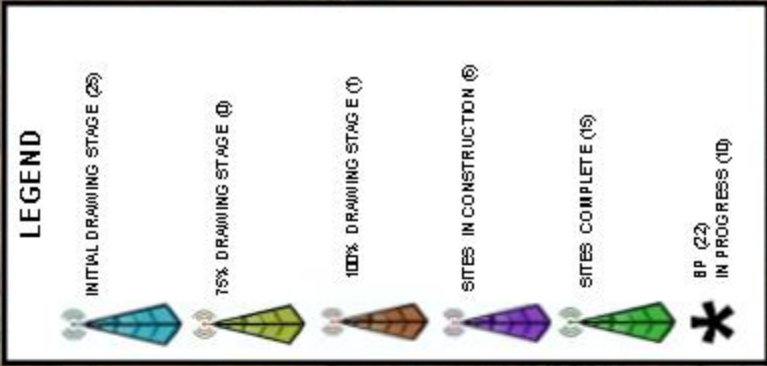
**LEGEND**

- INITIAL DRAWING STAGE (25)
- 75% DRAWING STAGE (4)
- 100% DRAWING STAGE (1)
- SITES IN CONSTRUCTION (6)
- SITES COMPLETE (15)
- BP (22)
- IN PROGRESS (10)

Data SIO, NOAA, U.S. Navy, NGA, GEBCO  
 Image Landsat/Copernicus  
 Data LDEO-Columbia, NSF, NOAA  
 Data USGS

**AGENDA ITEM C**

34°43'06.38"N 119°11'26.74"W elev 5203 ft eye alt 167.63 m



Google Earth

34°43'06.38" N 119°11'26.74" W elev 5203 ft eye at 167.63 m



## **Monthly Report #77**

**Reporting Period: 1/10/2020 thru 2/5/2020**

**Los Angeles Regional Interoperable Communications  
System (LA-RICS) - Land Mobile Radio System**

**Motorola Solutions, Inc.**



***MOTOROLA SOLUTIONS***

**AGENDA ITEM C**

## Table of Contents

1. Executive Summary .....	3
2. Project Status.....	11
2.1 Tasks in Progress or Completed.....	11
2.2 Tasks Planned for Next Period.....	12
3. Project Risk Register .....	14
4. Areas of Concern .....	14
5. Disputes and Claims.....	15
6. Financial Status.....	15
7. LA-RICS Master Schedule .....	15

## 1. Executive Summary

The Los Angeles Regional Interoperable Communications System Land Mobile Radio (LA-RICS LMR) program consists of the following five (5) phases; Phase 1 LMR System Design, Phase 2 LMR Site Construction and Site Modifications, Phase 3 Supply LMR System Components, Phase 4 LMR System Implementation, and Phase 5 LMR System Maintenance. Phases 1-4 span over a five (5) year period which includes one (1) year of system warranty. Phase 5 provides the Authority with fifteen (15) one year options for Motorola Solutions Inc. (MSI) to provide system monitoring and maintenance services.

The LA-RICS LMR program is currently in Phase 1 LMR System Design, Phase 2 Site Construction and Site Modifications, and Phase 3 Supply LMR System Components. Notices-To-Proceed numbers 1 through 16 have been issued authorizing distinct work for system Design services, the design and implementation of the initial deployment of the LMR system elements termed “Early Equipment”, “Specified Equipment and System on Wheels”, and “Station B Equipment”, “Frequency Licensing”, “UPS System”, and “Portable Radios, Consolettes and Consoles”, “Portable Radio Equipment”, alternate sites “Project Descriptions”, “Frequency Licensing for the Base System”, “Bridge Warrant for Early”, “Retuning of SOW & Station B UHF Frequencies”, “Project descriptions for Nine Potential Replacement Sites” and “LMR System Redesign and Relocation of Core 2”.

On April 25 the Authority executed **Amendment 17** to make necessary changes to Phase 1 for additional project descriptions, to make changes to reflect the Work in the applicable Phases for the change in the number of sites in the LMR system, to exercise the Unilateral Options for all Work pertaining to Phases 2-4.

On April 27, 2016 the Authority issued **NTP17** authorizing specific Work related Phases 2, 3, and 4 for ten (10) LMR sites.

On May 4, 2016 the Authority executed **Amendment 18** to make necessary changes to Phase 1 for additional project descriptions and to make adjustments to Phase 1 services to accommodate additional sites.

On May 5, 2016 the Authority Board of Directors approved **Amendment 19** to remove one (1) site from the system and to reconcile equipment quantities for certain LMR sites. **Amendment 19** was executed with an effective date of May 5, 2016.

On June 2, 2016 the Authority issued **NTP18** authorizing Work to develop Project Descriptions for two LMR sites.

On September 8, 2016 the Authority Board of Directors approved **Amendment 20** to reconcile nine (9) LMR Sites to reflect the updated LMR System Design, inclusion of 3D modeling drawings, and remove certain Site Lease Exhibits from the contract.

On October 6, 2016 the Authority Board of Directors approved **Amendment 21** to reconcile ten (10) LMR sites to reflect the updated LMR System Design, replace one (1) LMR site with a new site, remove five (5) Project Descriptions from the contract, and make administrative cost changes to one (1) LMR site.

On October 11, 2016 the Authority issued **NTP 19** authorizing specified Work related to Phases 2-4 for nine (9) LMR sites.



On November 3, 2016 the Authority Board of Directors approved **Amendment 22** to reconcile three (3) LMR sites to reflect the updated LMR System Design and to make administrative changes to Exhibit F (Administration of Agreement). On December 12, 2016 the Authority issued **NTP 20** authorizing specified Work related to Phases 2-4 for two (2) replacement LMR sites along with Special Operations Testing for DTVRS, ACVRS, LARTCS, and NMDN.

On December 12, 2016 the Authority Board of Directors approved **Amendment 23** to authorize specified Work related to Phases 2-4 for ten (10) LMR sites.

On December 2, 2016 the Authority issued **NTP 20** authorizing Phase 2-4 work at two (2) sites; and specified pre-installation acceptance testing for DTVRS, ACVRS, LARTCS, NMDN, and final core staging and SOT Prep.

On December 19, 2016 the Authority issued **NTP 21** authorizing specified Work related to Phases 2-4 for Six (6) LMR sites; all remaining work in Phase 2-4 at one (1) site; and all work related to ACVRS equipment in Phase 3 for six (6) sites.

On January 12, 2017 the Authority Board of Directors approved **Amendment 24** reconciling the following five (5) LMR System Sites (CLM, LACFDEL, LARICSHQ, WMP, and WTR) to align with the updated System Design.

On March 2, 2017 the Authority Board of Directors approved **Amendment 25** reconciling the following six (6) LMR System Sites (AGH, VPK, BMT, CRN, MVS, and ONK) to align with the updated System Design. This Amendment also acknowledges three (3) sites (BHS, DPW38, and RPV1) into the scope of Phases 2, 3, and 4 to align with the updated LMR System Design.

On March 31, 2017 the Authority issued a Supplemental **NTP 21** authorizing specified Work related to Phases 2-4 for Seven (7) LMR sites (AGH, CRN, MVS, ONK, TPK, VPK, and LDWP243).

On April 6, 2017 the Authority Board of Directors approved **Amendment 26** reconciling the following seven (7) LMR System Sites (BUR1, JPK2, LPC, MDI, MML, MTL2, and PRG) to align with the updated System Design. This Amendment also acknowledges one (1) site (LAN) into the scope of Phases 2, 3, and 4 to align with the updated LMR System Design.

On June 1, 2017 the Authority Board of Directors approved **Amendment 27** reconciling the following two (2) LMR System Sites (FRP and PLM) to align with the updated System Design. This Amendment also includes two (2) sites (BKK and UCLA) into the scope of Phases 2, 3, and 4 to align with the updated LMR System Design.

On June 29, 2017 the Authority issued **NTP 22** authorizing specified Work related to work for Task A.1.9.1 (Mitigation Monitoring and Reporting Plan (MMRP)).

On August 3, 2017 the Authority Board of Directors approved **Amendment 28** reconciling one (1) LMR System Site (BMT) to align with the updated System Design.



On September 7, 2017 the Authority Board of Directors approved **Amendment 29** reconciling one (1) LMR System Site (POM) to align with the updated System Design and to make changes necessary to reflect LMR Change Order Modifications.

On September 14, 2017 the Authority issued **NTP 23** authorizing specified Work related to Phases 2-4 for Five (5) LMR sites.

On September 25, 2017 the Authority issued **NTP 24** authorizing specified Work related to Phases 2-4 for Five (5) LMR sites.

On November 9, 2017 the Authority Board of Directors approved **Amendment 30** reconciling seven (7) LMR System Sites (BUR1/DPW38/FRP/JPK1/MIR/MML/RHT) to reflect the updated LMR System Design for these sites. This Amendment also includes one (1) LMR System Site (UNIV) into the scope of Phases 2, 3, and 4 to align WITH THE UPDATED LMR SYSTEMN Design.

On December 20, 2017 the Authority issued **NTP 25** authorizing specified Work related to Phases 2-4 for Eighteen (18) LMR sites – with the exception of ACRVS and NMDN equipment order. This NTP also authorized Motorola to proceed with Work for Task 6 Multiprotocol Label Switching (MPLS) Mobile Backhaul.

On February 28, 2018 the Oversight Committee approved **Amendment 31** approving Change Order Modifications in the amount of \$19,573.00.

On March 6, 2018 the Authority Board of Directors approved **Amendment 32** reconciling three (3) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$4,131,931; (b) a cost neutral administrative reconciliation in connection with the Narrowband Mobile Data Network (NMDN) Subsystem to align all corresponding per site NMDN costs to a single line item cost, impacting thirty-three (33) LMR System Sites; (c) decrease the Maximum Contract Sum by \$4,131,931 from \$300,051,310 to \$295,919,379 when taking the cost decrease into consideration; and (d) make other certain changes as set forth in this Amendment No. 32.

On May 30, 2018 the Authority Board of Directors approved **Amendment 33** to make changes necessary to reflect (a) certain LMR Change Order Modifications for a cost increase in the amount of \$17,490.

On June 15, 2018 the Authority issued **NTP 26** authorizing all Work related to Phases 3 for Twelve (12) LMR sites – with the exception of the Phase 3 ACRVS equipment which was previously captured in NTP25. This NTP also authorized Motorola to proceed with Work for Task 6 Multiprotocol Label Switching (MPLS) Mobile Backhaul.

On July 31, 2018 the Authority Board of Directors approved **Amendment 34** to make changes necessary to reflect (a) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,016,780; (b) certain LMR Change Order Modifications for a cost increase in the amount of \$90,744; (c) the removal of certain Authority equipment, in particular an Uninterruptible Power Supply (UPS), from the Los Angeles Police Department's Valley Dispatch Center (LAPDVDC) for a cost increase in the amount of \$6,010; (d) an extension of a bridge warranty for the certain Early

Deployment/Specified Equipment purchased and deployed under previously approved Amendments to bridge the warranty gap for this equipment until December 31, 2019, for a cost increase in the amount of \$430,800; (e) increase the Maximum Contract Sum by \$1,544,334 from \$295,936,869 to \$297,481,203 when taking the cost increase into consideration; and (f) make other certain changes as set forth in this Amendment No. 34.

On August 28, 2018 the Authority issued **NTP 27** authorizing Work related to Phases 2-4 for the LMR INDWT LMR site, extension of the bridge warranty for certain deployed/specified equipment under previously approved Amendments until December 31, 2019.

On October 11, 2018 the Authority Board of Directors approved **Amendment 35** to make changes necessary to reflect (a) the reconciliation of one (1) LMR System Site Olinda (OLI) from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same for a cost decrease in the amount of \$701,234; (b) the inclusion of one (1) LMR System Site Winding Way (WWY) into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of 1,064,388; (c) certain LMR Change Order Modifications for a cost increase in the amount of \$13,115 (d) make changes necessary to reflect an administrative reconciliation, a reconciliation related to the removal of certain Authority equipment, in particular an Uninterruptible Power Supply (UPS), from the Los Angeles Police Department's Valley Dispatch Center (LAPDVDC) for a cost increase in the amount of \$601; (e) increase the Maximum Contract Sum by \$376,870 from \$297,481,203 to \$297,858,073 when taking the cost decrease and increase into consideration; and (f) make other certain changes set forth in this Amendment No. 35.

On November 1, 2018 the Authority Board of Directors approved **Amendment 36** to make changes necessary to reflect (a) the reconciliation of five (5) LMR System Sites to align with the updated LMR System Design; (b) the inclusion of one (1) LMR System Site San Pedro Hill (SPH) into the scope of Phase 2 (Site Construction and Site Modification), Phase 3(Supply LMR Components), Phase 4 (LMR System Implementation), exercising the Unilateral Options of the same, to align with the updated LMR System Design; (c) incorporate an LMR Change Order Modification; (d) increase the Maximum Contract Sum by \$311,442 from \$297,858,073 to \$298,169,515 when taking the cost decreases and increases into consideration; and (e) make other certain changes as set forth in this Amendment No. 36.

On December 20, 2018 the Authority issued **NTP 28** authorizing Work related to Phases 2-4 for seventeen (17) sites – BJM, DPK, GMT, GRM, LPC, MDI, MTL2, PRG, PMT, RIH, RPV1, SPH, SPN, TWR, WMP, WTR, and WWY. This amendment reiterated the directive to suspend the purchase of UHF DTVRS equipment and corresponding work tied to the UHF DTVRS equipment.

On February 26, 2019 the Authority Board of Directors approved **Amendment 37** to make changes necessary to reflect (a) incorporate certain LMR Change Order Modifications for a cost increase in the amount of \$56,337; (b) increase the Maximum Contract Sum by \$56,337 from \$298,169,515 to \$298,255,852 when taking the cost increases into consideration; and (c) make other certain changes as set forth in this Amendment No. 37.

On June 11, 2019 LARICS executed **Amendment 38** to make changes necessary to reflect (a) incorporate certain LMR Change Order Modifications resulting in a net cost decrease in the amount of \$47,393; (b) decrease the Maximum Contract Sum by \$47,393 from \$298,225,852 to \$298,178,459 when taking the cost increases and decreases into consideration; and (c) make other certain changes as set forth in this Amendment No. 38.

On 1 August 2019, the Authority Board of Directors approved **Amendments 39 and 40**. **Amendment 39** makes changes necessary to (a) reflect a reconciliation related to the Narrowband Mobile Data Network (NMDN) Subsystem resulting in a cost decrease in the amount of \$720,207, (b) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 39 that results in a cost increase in the amount of \$73,606, (c) decrease the Maximum Contract Sum by \$646,601 from \$298,178,459 to \$297,531,858 when taking the cost increase and decrease into consideration, and (d) make other certain changes as set forth in this **Amendment No. 39**. **Amendment 40** makes changes to (a) remove Lower Encinal Pump Station (LEPS) and Winding Way (WWY) Phase 2 through Phase 4 scope, (b) incorporate certain LMR Change Order Modifications for a cost decrease in the amount of \$10,920, (c) decrease the Maximum Contract Sum by \$1,261,169 from \$297,531,858 to \$296,270,689 when taking the cost increase and decrease into consideration, (d) incorporation of Channel 15 and Channel 16 Interference Mitigation into LMR System Specifications, and (e) make other certain changes as set forth in this **Amendment No. 40**.

On 3 October 2019, the Authority Board of Directors approved **Amendment 41**. **Amendment 41** makes changes necessary to (a) incorporate Land Mobile Radio (LMR) Change Order Modifications for a cost increase in the amount of \$255,975 as further described in this **Amendment 41**, and (b) increase Maximum Contract Sum in the amount \$255,975 from \$296,270,689 to \$296,526,664 when taking the cost increase into consideration.

On 15 January 2020, the Authority Board of Directors approved **Amendment 42**. **Amendment 42** makes changes necessary to (a) revise Exhibit B.1, Section 4.1 (Acceptance Testing), (b) revise Exhibit C.1 (LMR System Payment Summary) to reflect the payment revisions contemplated in this **Amendment 42**, (c) revise Exhibit C.4 (Phase 3 – Supply LMR System Components) to reflect the reduction in certain Pre-Installation Acceptance Test costs, (d) revise Exhibit C.5 (Phase 4 – LMR System Implementation) to reflect reduction in costs in connection with the modified ATP, (e) revise Exhibit C.16 (LMR Mitigation Monitoring and Reporting Plan [MMRP]) to reflect collective amounts for LMR Monitoring, Surveys, and Reporting Tasks and LMR Contingency Tasks, (f) revise Exhibit C (Schedule of Payments) to include Exhibit C.20 (LMR Bridge Warranty), and (g) revise Exhibit D (LMR System Maintenance and Warranty), Section 9, replacing it with Bridge Warranty for Specified Equipment included in this **Amendment 42**, (h) revise Exhibit D.2.1 (Motorola Customer Support Plan) to reflect updated information which is incorporated in this **Amendment 42**, and (i) revise Base Document, Section 8.1 (Maximum Contract Sum and Contract Sum – General) by a decrease in Maximum Contract Sum in the amount \$6,445,029 from \$296,526,664 to \$290,081,636 when taking the cost decrease into consideration.

#### **This report covers the period from 1/3/20 thru 2/2/2020**

During this reporting period Phase 1 design tasks continue for the remaining LMR sites, including Coastal and USFS sites. A&E activities included site walks, site sketch development, site surveys, and development of the Zoning Drawings, geotechnical plans, and Construction Drawings via the collaborative “Drawing Summit” process.

MSI is completing the construction drawings for Coastal sites, in parallel with the Coastal zoning application development process for LA County Department of Regional Planning (DRP). The USFS Decision Memo was received on 11/1/2019 associated with the 13 USFS LMR sites. LA-RICS submitted Plans of Development to USFS and reviewed a site example with USFS representatives during a kickoff meeting on 12/5/2019. The Special Use Permits, originally expected in early December, are now expected to be granted in groups starting in late-January through March 2020. Seven Coastal sites zoning application permit packages have been submitted to LA County Department of Regional Planning, with comments received from the LA County planner that LA-RICS and MSI are addressing. Green Mountain (GRM) Coastal site has been deemed zoning exempt by the City of Los Angeles. GRM site construction drawings continue to be developed, with the scheduling of geotechnical drilling for foundation designs planned occurred on Monday, 1/27/2020, following the recent execution of the Site Acquisition Agreement.

The Authority and MSI senior management team continue to meet bi-weekly to review the project's critical path schedule. Revised Acceptance Test Plans were developed and approved to support this schedule. Amendment 42 was approved by LA-RICS JPA Board for negotiations and finalization between MSI and LA-RICS. This Amendment reflects credits associated with the agreed to functional and coverage test revisions, but the accompanying Attachment 1 was incomplete.

MSI continues to coordinate design efforts of co-located PSBN2 installations at six USFS LMR sites.

### **LMR System Design**

System design activities for this period include subsystem design, backhaul network design, narrowband mobile data network design, Spectrum Fingerprinting and Noise Floor Monitoring, and incorporation of system design parameters into the construction drawing process.

LA-RICS requested MSI to provide a quote for subsystem redesign resulting in new equipment order reductions and re-utilization of earlier delivered equipment. MSI shared a proposed approach for equipment re-utilization that LA-RICS and MSI are jointly finalizing.

LA-RICS is coordinating activities, including LASD narrow banding and LA County fire Channel 14 voice cutover to Channel 16, in parallel with LMR System deployment. To maintain the project schedule, the narrow banding needs to be completed by August 2020. MSI is working with LA-RICS to evaluate specialized UHF antennas at two sites in the Downtown Los Angeles cell to see if this mitigates some of the digital television interference intermittently experienced at several sites.

MSI is responding to LA-RICS RFQs associated with the removal of existing third party towers and the installation of third party antennas and dishes on new LMR towers. MSI is of the opinion that this work is outside of scope of the contracted LMR System.

System Management and Monitoring System – Updated SMMS design documents were provided to LA-RICS for review. A joint meeting was held with LA-RICS to provide updates to the SMMS architecture that now incorporates the NMDN subsystem. Design and Planning for LA-RICS Network Operations Center (NOC) and MSI's Chicago network monitoring facility have begun. The joint technical teams are reviewing the need for implementing additional alarms at sites with existing on-site alarm monitoring, on a site by

site basis.

System Upgrade to Version 7.18 – MSI completed core site upgrades in January and plans to upgrade LA-RICS dispatch center consoles during the first two weeks of February.

#### LA-RICS Deliverables - Authority Site Access Agreements:

Authority's efforts to develop and execute the applicable Right of Entry and Site Access Agreements (SAA) for the required sites in the LMR design are ongoing. This activity is primarily being driven by the Authority's Site Access Team in conjunction with LA County CEO Real Estate Division. As of this reporting period (41 out of 58) Site Access Agreements have been executed, with the execution of the SAA's for GRM and BHS sites.

MSI updated USFS Plans of Development (POD's) for site construction and site logistics, supplied in 4Q2019. These are still under review by USFS. The issuance of USFS Special Use Permit (SUP) has been delayed, with individual site SUP's forecasted starting late January, mid-February, through late March. As of January 21, 2020, 9 of 13 USFS building permit packages have been approved by LA County DPW, pending receipt of USFS SUP's. The remaining two sites (BUR1 and PMT) under review by LA County DPW are expected to be cleared in Q1 2020. These two site building permits are also pending receipt of USFS SUP's. MSI and LA-RICS continue to develop site designs for 3 other USFS sites: ESR; MTL2; and BUR1, a candidate for solar power. The road to the MTL2 site, sections of which are in need of repair, remains a challenge. MSI has provided several quotes for design and repair of the road, and recently evaluated an alternate route that is not viable. At this point in time, MSI is waiting for LA-RICS to decide if the MTL2 site remains part of the LMR System.

Site Acquisition Agreement drawing exhibits and designs continue to be refined for the following replacement sites or locations, coordinating these with their respective site owners: San Pedro Hill (SPH) and Los Verdes Golf Course (RPVT). RPVT has recently received site environmental clearances and a Right of Entry, allowing geotechnical work to support A&E design to be performed on 1/27/2020. MSI has received LA County DRP comments for all seven of the Coastal sites within their jurisdiction and is updating these zoning application packages. LA-RICS continues to address easements needed by the electrical utility to bring commercial power to numerous sites.

#### Site Design Activities

MSI design team continues to develop Coastal sites construction drawings early and in parallel with the zoning applications. Early permit submissions, ahead of zoning application approvals, for the seven Coastal sites under LA County DRP jurisdiction are pending a go ahead from the LA County DRP. The development of replacement site designs for San Pedro Hill (SPH), Rancho Palos Verdes/Los Verdes Golf Course (RPVT), and Universal (UNIV) are in process. A permanent power solution to the BKK site is in design and will be coordinated with the site owner, since a shared transformer is to be upgraded. Mirador (MIR) site's revised generator/fuel tank foundation location has been submitted to plan check, 1/17/2020. On 1/15/2020, LA-RICS informed MSI that the agreed-to tower location had to be moved. MSI is still waiting for a change order request approval associated with the additional engineering analyses and designs associated with the tower's location south of the existing shelter. As of January 17, 2019, MSI is waiting for written confirmation of this re-direction and site zoning conditions necessitating this relocation. LA-RICS has requested MSI to

design a primary solar power solution at BUR1 given the prohibitive costs of LA-RICS bringing new utility electric power to this site. In order to provide this alternate power solution, MSI is waiting for design specifications for the BUR1.

Rolling Hills Transit (RHT) and Pine Mountain (PMT) site plans have been jointly reviewed and submitted to plan check last period, with initial comments or approvals from LA County DRP reviewers received.

43 site design packages been submitted for building department plan check to date.

### **Pre-Construction Activities**

MSI developed USFS Plans of Development (POD's) for USFS. Five USFS sites have been identified as co-location sites with PSBN2 installations, and the PSBN2 construction plans and logistics have been incorporated in the corresponding site POD's. Receipt of USFS Special Use Permit for the 5 of 13 sites is now expected in January, with the balance staggered across February and March 2020.

MSI has conducted bid walks with its potential subcontractors for BHS, RHT, and RIH sites.

33 site permits have been received.

### **Construction Activities**

During this reporting period, Phase 2 construction tasks continue. 31 of 58 sites are substantially complete or under construction, including the recently permitted LACFDEL and UCLA sites. To date, 13 of 42 new towers have been erected - FCCF, MLM, MVS, ONK, TPK SDW, MMC, VPK, CRN, AGH, OAT, DPW38, and LACFDEL. 12 of 21 Pre-fab shelters have been installed - BMT, HPK, LASDTEM, MLM, TPK, MMC, SDW, VPK, CRN, OAT, BKK, and UCLA. 10 of 15 Existing Tenant Improvement shelters are complete and 1 (SGH) of 23 Concrete Masonry Unit (CMU) block shelters is complete. MSI is working with LA-RICS to obtain Phase 2 construction completion acceptance by sites, as Phase 2 civil site work is completed.

During the weekend of 1/18/2020, the UCLA structural support frame, pre-fabricated shelter, and associated equipment were lifted and installed on the UCLA Factor Building's rooftop. MSI accommodated LA-RICS with a re-design of the rooftop support structure to allow for the installation of PSBN2 cabinets, and a last minute request to lift PSBN2 equipment and materials at UCLA while the LMR crane was on-location.

LACFDEL's tower caissons have been drilled and the tower foundations poured. LACFDEL tower was erected during the week of 1/27/2020.

### **Equipment Supply**



MSI responded to a Request for Quote to evaluate the potential RF subsystem reduction and re-use of delivered LMR equipment originally intended for certain sites. The joint teams are finalizing these equipment list adjustments by site. NTP 32 for remaining UASI 2017 grant-funded equipment orders, originally expected December, was received on 1/21/2020 (LPC, MDI, MTL2, PMT sites). MSI has made order and is expediting equipment deliveries to the best of its abilities.



## System Implementation

MSI contractors continue to install RF and microwave antennas and lines at sites, install and configure low-voltage site alarms, and configure RF equipment. Initial Phase 4a internal site audits and checks were completed. Equipment and antenna crews are being prioritized on Phase 4a UASI 2017 grant-funded work.

The following table provides a dashboard snapshot of the projects' health signs.

Category	Rating	Change	Comments
Schedule			<p>Integrated Master Schedule dated 9/16/2019 has been approved by LA-RICS. The current schedule shows LMR System Acceptance on 3/21/2022. Activity sequencing and durations for SMMS, NMDN, Frequency Licensing and Coordination, and Backhaul Sequencing are being communicated to LA-RICS.</p> <p>The Authority and MSI continue to optimize the construction drawing review and approval process for the remaining sites, including the eight Coastal sites.</p>
Risk			<p>Risk items have been identified regarding: site selection, zoning approval process, Site Access Agreements, plan check approval process, spectrum, narrow banding, Channels 15 and 16 interference, site power, and site conditions. FEMA independent site environmental approvals required. Potential for additional USFS site environmental mitigation measures.</p>

## 2. Project Status

The following sections identify task activities during the reporting period and the planned activities for the next reporting period.

### 2.1 Tasks in Progress or Completed

The following depict the task activity that occurred during the current reporting period.

Site ID	Activity Name	Activity Status
BHS	Site Access Agreement Finalized	Complete
GRM	Site Access Agreement Finalized	Complete
System	7.18 Upgrade	Complete
AGH	Install Power Infrastructure	In Process

AGH	DC Wiring Complete - DC Plant - FNE & MW Racks	In Process
BKK	Emergency Power System Completed	In Process
BMT	Civil Site Audit Walk and corrections addressed	In Process
BMT	Site Complete with Power	In Process
CLM	Civil Site Audit Walk and corrections addressed	In Process
MIR	Construction Drawings - Tower Permitting Package Created and Ready to Submit for BP (REV1) – placed on hold 1/15/2020 pending relocation	Complete
System	DTVRS UHF, LARTC, ACVRS Licensing and Frequency Plan	In Process

## 2.2 Tasks Planned for Next Period

The following depict the task activity that is planned for the next reporting period.

Site ID	Activity Name	Activity Status
BHS	Construction Start / Mobilization	Planned
BKK	Install Microwave Dishes and Outdoor Units	Planned
CLM	Phase 2 Customer Acceptance with Power On	Planned
CRN	Install Antennas & Lines, Fixed Network Equipment	Planned
DPW38	Phase 2 Customer Acceptance (less Utility power)	Planned
JP2	USFS Special Use Permit (SUP) Issued	Planned
LPC	USFS Special Use Permit (SUP) Issued	Planned
LACFDEL	CMU Shelter Build/HVAC/FS Installation	Planned
MLM	SCE Installation of Commercial Infrastructure, set Power Meter	Planned
MMC	SCE Installation of Commercial Infrastructure, set Power Meter	Planned
OAT	Install Antennas & Lines, Fixed Network Equipment	Planned
ONK	SCE Installation of Commercial Infrastructure, set Power Meter	Planned
PRG	USFS Special Use Permit (SUP) Issued	Planned



RIH	Construction Start / Mobilization	Planned
UCLA	Abatement Work Completed	Planned
UCLA	Install Power Infrastructure	Planned
WMP	USFS Special Use Permit (SUP) Issued	Planned
WTR	USFS Special Use Permit (SUP) Issued	Planned

### 3. Project Risk Register

Title	Assigned	Impact	Risk Description	Status
Site Parameters	Authority	High	Site parameters (e.g. tower heights, RF equipment configurations) are different from the baseline agreement and may impact System performance.	Active
Environmental Process	Authority	High	The individual determination of environmental impacts or mitigation may impact the schedule for site work (e.g., bird nesting season). Individual environmental releases from FEMA are required to start work at sites.	Active
Delayed Drawings and Permit Release	Motorola & Authority	High	Site changes and System redesign elements are impacting drawing progress for certain sites, including the coordination of 3 <sup>rd</sup> party components (antennas, dishes).	Active
Site Access Agreements	Authority	Med	Lease holders approvals are needed in order to implement LA-RICS improvements. Utility easements are required to provide power to sites.	Active
Project Schedule	Authority & Motorola	High	Critical path elements include receipt of SAAs, Coastal sites zoning application approvals, provision of utility power at sites, and completion of replacement site designs and permitting. Timely execution of functional and coverage testing to achieve System Acceptance in March 2022.	Active

### 4. Areas of Concern

This section describes any events and or circumstances of which the Contractor is aware that has delayed or may delay project activities and what corrective or remedial actions was taken or will be taken to resolve the issue. Outstanding Issues Log (the "OIL Log") entries are also tabulated and monitored in this section. "OIL Log" items include, for example, sequencing, infrastructure, site access, coordination issues, congestion of workers and equipment, time requirements for design, procurement, and installation.

ID	Event / Circumstance	Remedial Action Taken or Required
02-02	System Design impacts due to changes in site conditions	Motorola and the Authority have analyzed probable site changes and suitable site replacement candidates. Adjusted tower heights and undetermined site parameters at several of the sites will impact the coverage. System design efforts will determine system impacts. Impact includes, microwave backhaul, equipment reconfigurations, channel plan changes, system coverage, licensing, and site design and permitting.

## 5. Disputes and Claims

This section describes any disputes, potential claims, and claims made during the reporting period.

Dispute / Claim / Potential Claim	Status / Actions	Resolution Date
None at this time		

## 6. Financial Status

The following represents the invoice payments that were completed during the reporting period and the remaining amount to be invoiced and paid.

Invoice Payment Category	Invoice Payment Totals (\$)
Contract Sum Full Payable Amount (Phases 1-4)	159,528,679
Cumulative Invoice Payments from Last Report	90,196,233
Total Invoice Payments This Period	308,384
Remaining Amount to be Paid	69,024,062

## 7. LA-RICS Master Schedule

A new baseline for the master schedule has been approved 12/5/2019. The most recent weekly master schedule update has a data date of 1/18/2020.



## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON  
EXECUTIVE DIRECTOR

February 6, 2020

To: LA-RICS Authority Board of Directors

From: Scott Edson  
Executive Director

### OUTREACH UPDATE

The purpose of this discussion item is to update your Board on the status of outreach activities pertaining to the LA-RICS Public Safety Broadband Network (PSBN) and Land Mobile Radio (LMR) project. The below meetings occurred since our last report to you:

Municipality	Meeting Date
<i>Meetings with representatives from AT&amp;T</i>	January 13, 20 and 27, 2020
<i>Meeting with representatives from East Sunset Ridge (ESR) TV station</i>	January 10, 2020
<i>Meeting with representatives from Covina Police Department</i>	January 24, 2020
<i>Meeting with representatives from Los Angeles County Parks and Recreation</i>	January 28, 2020
<i>Meeting with representatives from Irwindale Police Department</i>	January 29, 2020

Various meetings continued in the months of December and January with AT&T to discuss ongoing Technical and Program Management concerns, Transfer Transition logistics, Checkpoint Calls, Round 2 Specifications, Assignment and Assumption Agreements, Network Coverage Review and quarterly progress review.

Members of the LA-RICS Team met with representatives from Liberman Broadcasting to discuss the purchase of East Sunset Ridge TV station for use as a proposed LMR site.

Members of the LA-RICS Team met with representatives from Covina Police Department to discuss LA-RICS.

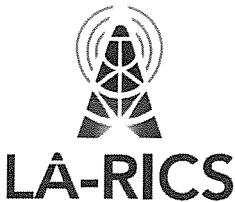
Members of the LA-RICS Site Acquisition Team met with representatives from Los Angeles County Parks and Recreation Department to discuss next steps for Site Access for the proposed LMR site, Rancho Palos Verdes Tee (RPVT).

**AGENDA ITEM F**

Members of the LA-RICS Outreach Team met with representatives from Irwindale Police Department to discuss the proposed LTE Round 2 site.

Lastly, the LA-RICS Communications Team is currently working on Volume 5, Issue 1 of the Newsletter.

WST:pdd



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SCOTT EDSON  
EXECUTIVE DIRECTOR

February 6, 2020

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

Dear Directors:

### **DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE AGREEMENTS FOR LAND MOBILE RADIO AND LONG TERM EVOLUTION ROUND 2 SYSTEM SITES**

#### **SUBJECT**

This letter requests authority from the Board for the Executive Director to complete negotiations, finalize and execute real estate agreements substantially similar in form to the enclosed documents for the below nineteen (19) sites and as identified in Enclosure 1. These agreements will allow the sites to be used for the installation, operation and maintenance of its second phase Long Term Evolution (LTE2) System and the Land Mobile Radio (LMR) System, which will provide public safety interoperable communications to the Los Angeles County region. The twenty sites and the associated agreements needed, which are presented in substantially similar form to the final documents to be executed, are as follows (attached as Enclosure 2):

- (1) Thirteen (13) Special Use Permits (SUP) and/or Communications Use Lease with the United States Department of Agriculture, Forest Service (USDAFS) for LMR USDAFS sites known as Burnt Peak-1 (BUR1), East Sunset Ridge (ESR), Frost Peak (FRP), Grass Mountain (GMT), Johnstone Peak-2 (JPK2), Loop Canyon (LPC), Mt. Disappointment (MDI), Magic Mountain Link (MML), Mount Lukens-2 (MTL2), Pine Mountain (PMT), Portal Ridge (PRG), Whitaker Middle Peak (WMP) and Whitaker Ridge (WTR);
- (2) Two (2) SAAs with the Port of Los Angeles for two LTE2 sites known as Port of Los Angeles Pier 400 (POLA1) and Port of Los Angeles Pier 300 (POLA2);
- (3) SAA with the City of Claremont for one LTE2 site known as Claremont Police Department (CLRMPD1);

**AGENDA ITEM G**

- (4) SAA with the City of Covina for one LTE2 site known as Cougar Park (COUG);
- (5) SAA with the Port of Long Beach for one LTE2 site known as Port of Long Beach Harbor Plaza (POLB1); and
- (6) SAA with the City of Montebello for one LTE2 site known as Montebello Police Department (MNTBLPD).

**RECOMMENDED ACTION:**

It is recommended that your Board:

1. Find the approval and execution of the SUPs with USDAFS for 10 USDAFS sites (BUR1, FRP, GMT, JPK2, LPC, MML, MTL2, PMT, WMP and WTR) which would allow construction, implementation, operation and maintenance of the LMR System infrastructure at these sites are (a) within the scope of the Final Environmental Impact Report (EIR) prepared for the Los Angeles Regional Interoperable Communications System (LA-RICS) LMR System, which was previously certified by your Board under the California Environmental Quality Act (CEQA) on March 29, 2016; (b) that the environmental findings and Mitigation Monitoring Program previously adopted by your Board are applicable to the currently recommended actions; and (c) there are no changes to the project at these sites or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.
2. Find the approval and execution of the SUP and/or Communications Use Lease with USDAFS for site East Sunset Ridge (ESR), which would allow the construction, implementation, operation and maintenance of the LMR System at this site, are within the scope of activities your Board previously found categorically exempt from CEQA on July 11, 2019 pursuant to 14 Cal. Code Regs ("CEQA Guidelines") §§15301, 15303, and 15304 for the reasons stated in this Board Letter and as noted in the record of the LMR project, and the determination that these activities are exempt from CEQA remains unchanged.
3. Find the approval and execution of the SUPs and/or Communications Use Lease with USDAFS for sites Mount Disappointment (MDI) and Portal Ridge (PRG), which would allow the construction, implementation, operation and maintenance of the LMR System at these sites, are within the scope of activities your Board previously found statutorily exempt from review under CEQA on February 5, 2015 pursuant to Public Resources Code §21080.25, the exemption adopted specifically for the LA-RICS, for the reasons stated in this Board Letter and as noted in the record of the LMR project, and the determination that these activities are exempt from CEQA remains unchanged.



4. Find the approval and execution of the SAAs with the Port of Los Angeles for POLA1, POLA2; and SAAs with Cities of Claremont and Covina for CLRMPD1 and COUG; and SAA with Port of Long Beach for the POLB1 site, respectively, to allow for the construction, implementation, operation and maintenance of the LTE2 System infrastructure that will be incorporated into the First Responder Network Authority (FirstNet) Nationwide Public Safety Broadband Network (NPSBN), are within the scope of activities previously authorized on December 5, 2019 for sites POLA1, POLA2, CLRMPD1 and COUG and on January 24, 2019 for POLB1, which your Board previously found categorically exempt from review under CEQA pursuant to 14 Cal. Code Regs. §§15301, 15303, 15304, and/or 15332 for the reasons stated in this Board Letter and as noted in the record of the LTE2 project, and the determination that these activities are exempt from CEQA remains unchanged.
5. Find the approval and execution of the SAA with City of Montebello for site MNTBLPD, which would allow the construction, implementation, operation and maintenance of the LTE2 System infrastructure at this site, are within the scope of activities your Board previously found statutorily exempt from review under CEQA on March 6, 2014 pursuant to Public Resources Code §21080.25, the exemption adopted specifically for the LA-RICS project, and any leased circuit work that may occur outside of the site, if needed, to provide connectivity to the LTE (inclusive of phase 2 LTE) System, is categorically exempt under CEQA pursuant to CEQA Guidelines §§15301, 15303 and 15304, and the determination that these activities are exempt from CEQA remains unchanged.
6. Authorize the Executive Director to finalize and execute the nineteen (19) real estate agreements identified herein, substantially similar in form to the agreements attached hereto.

## **BACKGROUND**

At its May 16, 2013, Board meeting, your Board directed staff to begin negotiations with various jurisdictions for SAAs for the use of specific sites by the Authority for LMR and/or LTE broadband communication sites. With respect to LMR and LTE2 discussions and negotiations with the USDAFS, Ports of Los Angeles and Long Beach, and the cities of Claremont, Covina and Montebello, this has resulted in the attached SUPs and SAAs, Enclosure 2.

Entering into the proposed agreements with USDAFS, Port of Los Angeles, Cities of Claremont and Covina, Port of Long Beach and City of Montebello, would provide the Authority with licenses or sublicenses to use a portion of the parties owned or leased property for use as LMR and/or LTE2 communications sites. These licensed sites would include all necessary space and easements for access and utilities to construct, install, operate, maintain and repair LMR and LTE2 communications facilities. Sites BUR1, ESR, FRP, GMT, JPK2, LPC, MDI, MML, MTL2, PMT, PRG, WMP and WTR are needed for the LMR System. Sites POLA1, POLA2, CLRMPD1, COUG, POLB1 and MNTBLPD are needed for the LTE2 System.

Delegated authority is requested to execute the agreements on substantially similar terms and conditions as previously approved by your Board for the LMR and/or LTE2 installations, and as attached to this Board letter. Granting approval for the execution of these proposed agreements will assist in keeping the LMR and LTE2 projects' schedules on track, and help make the goal of interoperable communications in Los Angeles County a reality.

A brief summary of similar relevant provisions with the USDAFS, Port of Los Angeles, the Cities of Claremont and Covina, Port of Long Beach, and City of Montebello follows below:

Agency	Number of Sites	Term	Lease Cost	Zoning Requirements	Ministerial Permitting Cost
USDAFS	13	30 years	Gratis	Exempt	Waived
Port of Los Angeles (POLA1 & POLA2 )	2	3 years	Gratis	Exempt	Waived
City of Claremont (CLRMPD1)	1	3 years	Gratis	Exempt	Waived
City of Covina (COUG)	1	3 years	Gratis	Exempt	Administrative Fees not to exceed \$50,000.00
Port of Long Beach (POLB1)	1	3 years	Gratis	Exempt	Waived
City of Montebello (MNTBLPD)	1	3 years	Gratis	Exempt	Waived

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

Construction of the proposed LMR and LTE2 System Sites would allow for greater frequency flexibility and would increase radio and broadband coverage, especially in those areas where there is no current or very limited coverage. The addition of new LTE infrastructure at POLA1, POLA2, CLRMPD1, COUG, POLB1 and MNTBLPD sites will also provide public safety agencies the opportunity to increase their coverage footprint for their responders as part of the FirstNet NPSBN. With increased coverage, the Authority and member agencies could use the system for testing, running coverage maps, broadcasting, and as appropriate, in their day to day operations.

## **FISCAL IMPACT/FINANCING**

The granting of non-exclusive access to the LA-RICS Authority will be on a gratis basis. The administrative fees associated with COU are grant reimbursable.

## **ENVIRONMENTAL DOCUMENTATION**

### **USDAFS Sites BUR1, FRP, GMT, JPK2, LPC, MML, MTL2, PMT, WMP and WTR**

The environmental impacts of the LMR project at sites BUR1, FRP, GMT, JPK2, LPC, MML, MTL2, PMT, WMP and WTR were evaluated in the EIR prepared by the LA-RICS Authority for the LMR System. On March 29, 2016, your Board certified the Final EIR for the LMR System in compliance with CEQA, made findings with respect to the environmental impacts of the project, and adopted the Mitigation Monitoring Program (MMP) as a condition of approval for the project. The currently recommended actions related to sites BUR1, FRP, GMT, JPK2, LPC, MML, MTL2, PMT, WMP and WTR are within the scope of the impacts analyzed in the previously certified Final EIR, and the Board's previous environmental findings, and adoption of the MMP are applicable to the current recommendations. There have been no changes to the project analyzed or to the circumstances under which the project is undertaken for these ten (10) LMR System sites that would require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects pursuant to Public Resources Code Section 21166 or CEQA Guidelines Sections 15162 and 15163. The previously adopted MMP will continue to apply.

### **USDAFS Site ESR**

As the CEQA lead agency, the Authority determined on July 11, 2019 that construction, implementation, operation and maintenance of the LMR System infrastructure at site ESR is exempt from review under CEQA pursuant to 14 Cal. Code Regs §§15301, 15303, and 15304. This determination was based on a detailed analysis of the site, available in the Authority's files, which demonstrates that the communications equipment and infrastructure proposed at this site consists of (1) the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use (Guidelines § 15301); (2) construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and/or the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure (Guidelines § 15303); and (3) minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (Guidelines § 15304). The analysis also demonstrates that none of the activities proposed at this site triggers any applicable exception to the identified categorical exemption(s). (Guidelines § 15300.2.). Approval and execution of the SUP at site ESR is within the scope of the previously authorized activities, and the determination that these activities are exempt from CEQA remains unchanged. This determination is supported

**AGENDA ITEM G**

by substantial evidence in the custody of the Authority, which is incorporated in relevant part into the record of proceedings for the approval and execution of the SUP for site ESR.

Specifically, the LMR System work at site ESR would not impact any environmental resources of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies. Further, the cumulative impact of successive projects of the same type in the same place over time would not be significant; there is no reasonable possibility that the LMR System work at this site will have a significant effect on the environment due to unusual circumstances; the LMR System work at this site would not result in damage to scenic resources within a highway officially designated as a state scenic highway; site ESR is not located on a site included on any list compiled pursuant to Section 65962.5 of the Government Code; and the LMR System work at this site would not cause a substantial adverse change in significance of a historical resource.

#### USDAFS Sites MDI and PRG

As the CEQA lead agency, the Authority previously determined on February 5, 2015, that design, construction, implementation, operation, and maintenance of the LMR System infrastructure at sites MDI and PRG are exempt from review under CEQA pursuant to Public Resources Code §21080.25, the exemption adopted specifically for the LA-RICS, which exempts these activities as long as they meet certain criteria set forth in the exemption. Approval and execution of the SUPs for sites MDI and PRG are within the scope of the previously authorized activities, and the determination that these activities are exempt from CEQA remains unchanged. 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 the approval and execution of the MDI and PRG SUPs.

#### Sites POLA1, POLA2, CLRMPD1 and COUG

As the CEQA lead agency, the Authority previously determined on December 5, 2019 that sites POLA1, POLA2, CLRMPD1 and COUG are exempt from review under CEQA pursuant to CEQA Guidelines §§15303, 15304 and 15332. This determination was based on a detailed analysis of these sites, available in the Authority's files, which demonstrates that the communications equipment and infrastructure proposed at these sites (1) consist of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and/or the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure (Guidelines § 15303); (2) consist of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (Guidelines § 15304); and (3) qualifies as in-fill development (Guidelines § 15332). The analysis also demonstrates that none of the activities proposed at these sites trigger any applicable exception to the identified categorical exemption(s) and the determination that these activities are exempt from CEQA remains unchanged. (Guidelines § 15300.2.)

Specifically, the LTE2 System work at these sites would not impact any environmental resources of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies. Further, at none of the sites would the cumulative impact of successive projects of the same type in the same place, over time be significant; at none of these sites is there a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances; at none of the sites would the project result in damage to scenic resources within a highway officially designated as a state scenic highway; none of the sites are located on a site included on any list compiled pursuant to Section 65962.5 of the Government Code; and a none of the sites would the project cause a substantial adverse change in significance of a historical resource.

#### Site POLB1

As the CEQA lead agency, the Authority previously determined on January 24, 2019 that site POLB1 is exempt from review under CEQA pursuant to CEQA Guidelines §§ 15301, 15303, 15304 and 15332. This determination was based on a detailed analysis of the site, available in the Authority's files, which demonstrates that the communications equipment and infrastructure proposed at this site (1) consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use (Guidelines § 15301); (2) consist of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and/or the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure (Guidelines § 15303); (3) consist of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (Guidelines § 15304); and (4) qualify as in-fill development (Guidelines § 15332). The analysis also demonstrates that none of the activities proposed at this site triggers any applicable exception to the identified categorical exemption(s) and the determination that these activities are exempt from CEQA remains unchanged. (Guidelines § 15300.2.).

Specifically, the LTE2 System work at this site would not impact any environmental resources of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies. Further, the cumulative impact of successive projects of the same type in the same place over time would not be significant; there is no reasonable possibility that the LTE2 System work at this site will have a significant effect on the environment due to unusual circumstances; the LTE2 System work at this site would not result in damage to scenic resources within a highway officially designated as a state scenic highway; site POLB1 is not located on a site included on any list compiled pursuant to Section 65962.5 of the Government Code; and LTE2 System work at this site would not cause a substantial adverse change in significance of a historical resource.

#### Site MNTBLPD

As the CEQA lead agency, the Authority previously determined on March 6, 2014, that design, construction, implementation, operation, and maintenance of the LTE System infrastructure at site MNTBLPD are exempt from review under CEQA pursuant to Public Resources Code §21080.25, the exemption adopted specifically for the LA-RICS, which exempts these activities as long as they meet certain criteria set forth in the exemption. This determination was based on a detailed analysis of this site, available in the Authority's files. The Authority also determined on March 6, 2014 that leased circuit work that may occur outside of this site that is needed to connect to the LTE System is categorically exempt under CEQA pursuant to CEQA Guidelines Section 15301, 15303, and 15304 as such work would involve minor alteration in the condition of land within the public right-of-way. There would be negligible to no expansion of use associated with this activity since the fiber for the leased circuit lines are dedicated to providing this type of connectivity. Leased circuit work would not include the removal of healthy, mature scenic trees and would not be located in a particularly sensitive environment, and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the categorical exemptions inapplicable based on the project records. Approval and execution of the SAA at site MNTBLPD for the LTE (inclusive of phase 2 LTE) System are within the scope of the previously authorized activities, and the determination that these activities are exempt from CEQA remains unchanged. 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 the approval and execution of the site MNTBLPD SAA.

The LMR and LTE2 System work at these 19 LMR and LTE2 sites have either undergone or are undergoing parallel federal environmental review under the National Environmental Protection Act (NEPA).

Upon the Board's approval of the recommended actions, the Authority will file Notices of Exemption with the County Clerk for the SUPs and/or Communications Use Lease for LMR sites ESR, MDI and PRG, and for LTE2 sites POLA1, POLA2, CLRMPD1, COUG, POLB1 and MNTBLPD in accordance with Section 15062 of the State CEQA Guidelines and will file a Notice of Determination with the County Clerk for the SUPs for LMR sites BUR1, FRP, GMT, JPK2, LPC, MML, MTL2, PMT, WMP and WTR pursuant to Section 21152(a) of the California Public Resources Code and Section 15094 of the State CEQA guidelines.



**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Scott Edson", written in a cursive style.

SCOTT EDSON  
EXECUTIVE DIRECTOR

SE:wst:ppd

Enclosures

c: Counsel to the Authority

# LMR and LTE2 Site List

Site ID	Facility Name	Parcel Owner	Address Line	City	LMR/LTE
Burnt Peak	BUR1	USDAFS	Angeles National Forest Near Burnt Peak Spur-7N23A	Unincorporated Los Angeles County	LMR
East Sunset Ridge	ESR	USDAFS	Angeles National Forest Sunset Peak Motorway 2N07.2	Unincorporated Los Angeles County	LMR
Frost Peak	FRP	USDAFS	San Gabriel Mountains National Monument-Blue Ridge Rd. 3N06	Unincorporated Los Angeles County	LMR
Grass Mountain	GMT	USDAFS	Grass Mountain Fire Road 6N05	Unincorporated Los Angeles County	LMR
Johnstone Peak	JPk2	USDAFS	Angeles National Forest Lodi Spur 1N17A	San Dimas	LMR
Loop Canyon	LPC	USDAFS	Angeles National Forest-Near-3N17	Unincorporated Los Angeles County	LMR
Mt. Disappointment	MDI	USDAFS	Angeles National Forest Mount Disappointment Road 2N52	Unincorporated Los Angeles County	LMR
Magic Mountain Link	MML	USDAFS	San Gabriel Mountains National Monument - Route-4N46 Magic Mountain Road	Unincorporated Los Angeles County	LMR
Mount Lukens	MTL2	USDAFS	Angeles National Forest-5150 Mt. Lukens Truck Trail 2N76.1	Unincorporated Los Angeles County	LMR

# LMR and LTE2 Site List

Pine Mountain	PMT	USDAFS	San Gabriel Mountains National Monument-Highway 39 to 2N24	Unincorporated Los Angeles County	LMR
Portal Ridge	PRG	USDAFS	Angeles National Forest-Ash Tree Dr.	Unincorporated Los Angeles County	LMR
Whitaker Middle Peak	WMP	USDAFS	Angeles National Forest-Whitaker Fire Rd.	Unincorporated Los Angeles County	LMR
Whitaker Ridge	WTR	USDAFS	Angeles National Forest-Whitaker Fire Rd.	Unincorporated Los Angeles County	LMR
Port of Los Angeles Pier 400	POLA1	Port of Los Angeles	2490 Navy Way, Port of Los Angeles, CA 90731	Los Angeles	LTE2
Port of Los Angeles Pier 300	POLA2	Port of Los Angeles	Terminal Way, Port of Los Angeles, CA 90731	Los Angeles	LTE2
Claremont Police Department	CLRMPD1	City of Claremont	570 West Bonita Ave. Claremont, CA 91711	Claremont	LTE2
Cougar Park	COUG	City of Covina	150 West Puente Street Covina, CA 91723	Covina	LTE2
Port of Long Beach	POLB1	Port of Long Beach	Port of Long Beach Maintenance Hub, Long Beach, CA 90802	Long Beach	LTE2
Montebello Police Department	MNTBLPD	City of Montebello	1600 W. Beverly Blvd., Montebello, CA 90640	Montebello	LTE2

Authorization ID: #AUTH\_ID#  
Contact ID: #HOLDER\_ID#

FS-2700-4 (03/06)  
OMB 0596-0082

Expiration Date: #EXPIRATION\_DATE#  
Use Code: #USE\_CODE#

**U.S. DEPARTMENT OF AGRICULTURE**  
**Forest Service**  
**SPECIAL USE PERMIT**  
**AUTHORITY:**  
**#AUTHORITY\_NAME#**

#HOLDER\_NAME# of #HOLDER\_ADD\_LINE\_1#, #HOLDER\_ADD\_LINE\_2#, #HOLDER\_ADD\_LINE\_3#, #HOLDER\_CITY#, #HOLDER\_STATE# #HOLDER\_ZIP# (hereinafter called the Holder) is hereby authorized to use or occupy National Forest System lands, to use subject to the conditions set out below, on the

National Forest or  unit of the National Forest System.

This permit covers #USE\_ACRES# acres, and/or #USE\_MILES# miles and is described as: #TOWNSHIP\_SECT\_RANGE# #FIRST\_DIVISION# #FIRST\_DIV\_NAME\_NUMBER#, #SECOND\_DIVISION# #SECOND\_DIV\_NAME\_NUMBER#, #THIRD\_DIVISION# #THIRD\_DIV\_NAME\_NUMBER# as shown on the location map attached to and made a part of this permit, and is issued for the purpose of:

#PURPOSE#

The above described or defined area shall be referred to herein as the "permit area".

**TERMS AND CONDITIONS**

**I. AUTHORITY AND GENERAL TERMS OF THE PERMIT**

A. Authority. This permit is issued pursuant to the authorities enumerated at Title 36, Code of Federal Regulations, Section 251 Subpart B, as amended. This permit, and the activities or use authorized, shall be subject to the terms and conditions of the Secretary's regulations and any subsequent amendment to them.

B. Authorized Officer. The authorized officer is the Forest Supervisor or a delegated subordinate officer.

C. License. This permit is a license for the use of federally owned land and does not grant any permanent, possessory interest in real property, nor shall this permit constitute a contract for purposes of the Contract Disputes Act of 1978 (41 U.S.C. 611). Loss of the privileges granted by this permit by revocation, termination, or suspension is not compensable to the holder.

D. Amendment. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms, conditions, and stipulations as may be required by law, regulation, land management plans, or other management decisions.

E. Existing Rights. This permit is subject to all valid rights and claims of third parties. The United States is not liable to the holder for the exercise of any such right or claim.

F. Nonexclusive Use and Public Access. Unless expressly provided for in additional terms, use of the permit area is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area, including roads, for any purpose, provided, such use does not materially interfere with the holder's authorized use. A final determination of conflicting uses is reserved to the Forest Service.

G. Forest Service Right of Entry and Inspection. The Forest Service has the right of unrestricted access of the permitted area or facility to ensure compliance with laws, regulations, and ordinances and the terms and conditions of this permit.

H. Assignability. This permit is not assignable or transferable. If the holder through death, voluntary sale or transfer, enforcement of contract, foreclosure, or other valid legal proceeding ceases to be the owner of the improvements, this permit shall terminate.

I. Permit Limitations. Nothing in this permit allows or implies permission to build or maintain any structure or facility, or to conduct any activity unless specifically provided for in this permit. Any use not specifically identified in this permit must be approved by the authorized officer in the form of a new permit or permit amendment.

## II. TENURE AND ISSUANCE OF A NEW PERMIT

A. Expiration at the End of the Authorized Period. This permit will expire at midnight on #EXPIRATION\_DATE#. Expiration shall occur by operation of law and shall not require notice, any decision document, or any environmental analysis or other documentation.

B. Minimum Use or Occupancy of the Permit Area. Use or occupancy of the permit area shall be exercised at least  days each year, unless otherwise authorized in writing under additional terms of this permit.

C. Notification to Authorized Officer. If the holder desires issuance of a new permit after expiration, the holder shall notify the authorized officer in writing not less than six (6) months prior to the expiration date of this permit.

D. Conditions for Issuance of a New Permit. At the expiration or termination of an existing permit, a new permit may be issued to the holder of the previous permit or to a new holder subject to the following conditions:

1. The authorized use is compatible with the land use allocation in the Forest Land and Resource Management Plan.
2. The permit area is being used for the purposes previously authorized.
3. The permit area is being operated and maintained in accordance with the provisions of the permit.
4. The holder has shown previous good faith compliance with the terms and conditions of all prior or other existing permits, and has not engaged in any activity or transaction contrary to Federal contracts, permits laws, or regulations.

E. Discretion of Forest Service. Notwithstanding any provisions of any prior or other permit, the authorized officer may prescribe new terms, conditions, and stipulations when a new permit is issued. The decision whether to issue a new permit to a holder or successor in interest is at the absolute discretion of the Forest Service.

F. Construction. Any construction authorized by this permit may commence by  and shall be completed by . If construction is not completed within the prescribed time, this permit may be revoked or suspended.

## III. RESPONSIBILITIES OF THE HOLDER

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

B. Plans. Plans for development, layout, construction, reconstruction, or alteration of improvements on the permit area, as well as revisions of such plans, must be prepared by a qualified individual acceptable to the authorized officer and shall be approved in writing prior to commencement of work. The holder may be required to furnish as-built plans, maps, or surveys, or other similar information, upon completion of construction.

C. Maintenance. The holder shall maintain the improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this authorization. If requested, the holder shall comply with inspection requirements deemed appropriate by the authorized officer.

D. Hazard Analysis. The holder has a continuing responsibility to identify all hazardous conditions on the permit area which would affect the improvements, resources, or pose a risk of injury to individuals. Any non-emergency actions to abate such hazards shall be performed after consultation with the authorized officer. In emergency situations, the holder shall notify the authorized officer of its actions as soon as possible, but not more than 48 hours, after such actions have been taken.

E. Change of Address. The holder shall immediately notify the authorized officer of a change in address.

F. Change in Ownership. This permit is not assignable and terminates upon change of ownership of the improvements or control of the business entity. The holder shall immediately notify the authorized officer when a change in ownership or control of business entity is pending. Notification by the present holder and potential owner shall be executed using Form SF-299 Application for Transportation and Utility Systems and Facilities of Federal Lands, or Form FS-2700-3a, Holder Initiated Revocation of Existing Authorization, Request for a Special Use Permit. Upon receipt of the proper documentation, the authorized officer may issue a permit to the party who acquires ownership of, or a controlling interest in, the improvements or business entity.

#### IV. LIABILITY

For purposes of this section, "holder" includes the holder's heirs, assigns, agents, employees, and contractors.

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

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

#### USER NOTES FOR "C" CLAUSE

**Selection item 1.** This selection is the default liability clause for all authorizations. Use this clause when one of the following conditions exist: (1) The holder is not a Federal Agency, State or political subdivision thereof; (2) the authorized officer determines that the risk to public land, resources, or interest is not greater than the holder's assets or ability to correct and; (3) the use is not a high-risk or poses a high hazard (such as high-voltage power lines, oil and gas pipelines, large dams or reservoirs, and so forth, which could expose the government to significant injuries, losses or damages in the event of malfunction).



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

**Selection item 2.** Use in situations in which the authorized officer determines that the risk to public land, resources, or interest is greater than the holder's assets or ability to correct.

If holder is a State or political subdivision thereof and such entity has statutory or constitutional authorities limiting the amount of liability or indemnification payable, the authorized officer shall prepare a risk assessment to determine the United States potential for losses due to personal injury, loss of life, or property damage caused by the State's use or occupancy. If the authorized officer determines, through the risk assessment that the potential for injury, loss, or damage caused by the State's use or occupancy is in excess of the State's liability limitation, the State shall procure, as a requirement to be fulfilled before execution of this permit, insurance, and name the United States, together with the State, as an insured on the policy(ies), in the amount determined in the risk assessment that exceeds the State's liability limitation.





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

The holder shall maintain #LIAB\_INS\_AMOUNT# worth of insurance coverage, naming the United States additionally insured on the policy(ies), to partially fund the indemnification obligations of the holder for any and all losses due to personal injury, loss of life, or property damage, including fire suppression and hazardous waste costs. The holder shall furnish proof of insurance (such as a surety bond, or certificate of insurance) to the authorized officer prior to execution of this permit and verify annually, and in writing, the insurance obligation to the authorized officer. The authorized officer may allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions, to the satisfaction of the authorized officer, in order to mitigate damages in addition to or as an alternative to monetary indemnification.

**Selection item 3.** Use if the authorized use is a high-risk or poses a high hazard (such as high-voltage power lines, oil and gas pipelines, large dams or reservoirs, and so forth, which could expose the government to significant injuries, losses, or damages in the event of malfunction).



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

The holder shall be strictly liable (liability without proof of negligence) to the United States for any injury, loss, or damage arising under this authorization. Such strict liability shall be in the amount of \$1 million unless the Forest Supervisor determines at the time of issuance of this authorization that a lesser amount of strict liability is appropriate based upon a risk assessment for the use authorized by this instrument. Liability for injury, loss, or damage to the United States in excess of the prescribed amount of strict liability shall be determined under the general law of negligence.

**Selection item 4.** Use if the authorized use is a high-risk or poses a high hazard (such as high-voltage power lines, oil and gas pipelines, large dams or reservoirs, and so forth, which could expose the government to significant injuries, losses, or damages in the event of malfunction) AND in situations in which the authorized officer determines that the risk to public land, resources, or interest is greater than the holder's assets or ability to correct.

If the holder is a State or political subdivision thereof and such entity has statutory or constitutional authorities limiting the amount of liability or indemnification payable, the authorized officer shall prepare a risk assessment to determine the United States potential for losses due to personal injury, loss of life, or property damage caused by the State's use or occupancy. If the authorized officer determines, through the risk assessment that the potential for injury, loss, or damage caused by the State's use or occupancy is in excess of the State's liability limitation, the State shall procure, as a requirement to be fulfilled before execution of this permit, insurance, and name the United States, together with the State, as an insured on the policy(ies), in the amount determined in the risk assessment that exceeds the State's liability limitation.



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


The holder shall maintain #LIAB\_INS\_AMOUNT# worth of insurance coverage, naming the United States additionally insured on the policy(ies), to partially fund the indemnification obligations of the holder for any and all losses due to personal injury, loss of life, or property damage, including fire suppression and hazardous waste costs. The holder shall furnish proof of insurance (such as a surety bond, or certificate of insurance) to the authorized officer prior to execution of this permit and verify annually, and in writing, the insurance obligation to the authorized officer. The authorized officer may allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions, to the satisfaction of the authorized officer, in order to mitigate damages in addition to or as an alternative to monetary indemnification.

The holder shall be strictly liable (liability without proof of negligence) to the United States for any injury, loss, or damage arising under this authorization. Such strict liability shall be in the amount of \$1 million unless the Forest Supervisor determines at the time of issuance of this authorization that a lesser amount of strict liability is appropriate based upon a risk assessment for the use authorized by this instrument. Liability for injury, loss, or

damage to the United States in excess of the prescribed amount of strict liability shall be determined under the general law of negligence.

**Selection item 5. Use when issuing an authorization to a federal agency.**

**Delete clauses B & D when using this clause.**

 C. Damage to National Forest Interests, Property, or Resources. The holder, as an agency of the United States, is limited by Federal law as to the assumption of liability for its acts or omissions. The holder does agree, within its legal limitations, and limitations of appropriations, to be responsible for all costs of damages and injury to persons, personal property, and land caused by its operations and activities under the terms of this permit. The holder further agrees, to the extent legally permissible, to use its appropriations and resources as required to pay any awards or claims, and to repair damages to the land within the permit area. It is the intent of this provision that the appropriations of the Forest Service be shielded from burdens, other than administrative costs, which may occur as a result of the activities by the holder under the terms of this permit.

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

E. With respect to roads, the holder shall be proportionally liable for damages to all roads and trails of the United States open to public use caused by the holder's use to the same extent as provided above, except that liability shall not include reasonable and ordinary wear and tear.

F. The Forest Service has no duty to inspect the permit area or to warn of hazards and, if the Forest Service does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards. This covenant may be enforced by the United States in a court of competent jurisdiction.

## **V. TERMINATION, REVOCATION, AND SUSPENSION**

A. General. For purposes of this permit, "termination", "revocation", and "suspension" refer to the cessation of uses and privileges under the permit.

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

"Revocation" refers to an action by the authorized officer to end the permit because of noncompliance with any of the prescribed terms, or for reasons in the public interest. Revocations are appealable.

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

B. Revocation or Suspension. The Forest Service may suspend or revoke this permit in whole or part for:

1. Noncompliance with Federal, State, or local laws and regulations.
2. Noncompliance with the terms and conditions of this permit.
3. Reasons in the public interest.
4. Abandonment or other failure of the holder to otherwise exercise the privileges granted.

C. Opportunity to Take Corrective Action. Prior to revocation or suspension for cause pursuant to Section V (B), the authorized officer shall give the holder written notice of the grounds for each action and a reasonable time, not to exceed 90 days, to complete the corrective action prescribed by the authorized officer.

D. Removal of Improvements. Prior to abandonment of the improvements or within a reasonable time following revocation or termination of this authorization, the holder shall prepare, for approval by the authorized officer, an abandonment plan for the permit area. The abandonment plan shall address removal of improvements and restoration of the permit area and prescribed time frames for these actions. If the holder fails to remove the improvements or restore the site within the prescribed time period, they become the property of the United States and may be sold, destroyed or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all cost associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

## VI. FEES

A. Termination for Nonpayment. This permit shall automatically terminate without the necessity of prior notice when land use rental fees are 90 calendar days from the due date in arrears.

### USE ONLY ONE OF THE SIX FEE CLAUSES BELOW.

**Selection item 1.** For uses that are waived or exempted from fees.

**Note: Fee waivers should be documented in the case file. When fees are exempt or waived (selection item 1) manually delete clauses VI. A, C, and D.**

☐ B. Fees for this use have been exempted or waived in full pursuant to 36 CFR 251.57, or revisions thereto, and direction in FSH 2709.11, chapter 30.

**Selection item 2.** For non-linear, fixed annual fees.

☐ B. The holder shall pay an annual fee of [ ] Dollars [ ] for the period from [ ] to [ ] and thereafter annually on [ ], [ ] Dollars [ ]: Provided, charges for this use shall be made or readjusted whenever necessary to place the charges on a basis commensurate with the fair market value of the authorized use.

**Selection item 3.** For lump-sum payments for non-linear authorizations. When the annual fee is less than \$100 the authorized officer may require a lump sum payment for more than one year at a time, except that private individuals may make at their option either annual payments or payments covering more than one year if the annual fee is greater than \$100. If the authorization terminates at the end of the initial lump-sum period, delete that portion of the clause "...and thereafter at the beginning..." to the end.

☐ B. The holder shall pay [ ] Dollars [ ] for the period from [ ] to [ ], and thereafter at the beginning of each [ ] year period a lump sum payment for [ ] years rent of [ ] Dollars [ ]. Provided, charges for this use shall be made or readjusted whenever necessary to place the charges on a basis commensurate with the fair market value of the authorized use.

**Selection item 4.** For linear rights-of-way, annual payment.

☐ B. The holder shall pay annually in advance a sum determined by the Forest Service to be the fair market value of the use granted by this authorization. The initial payment is set at [ ] for the remainder of the calendar year. Subsequent payments shall be determined by the use of an annual fee schedule. The Forest Service may adjust the amount of payment annually by an appropriate indexing factor to reflect more nearly the fair market value of the use. At certain intervals the Forest Service shall review the fee and adjust the fee as necessary to assure that it is commensurate with the fair market value of the authorized rights and privileges, as determined by appraisal or other sound business management principles.

**Selection item 5.** For lump-sum payments for linear rights-of-ways when the annual fee is less than \$100. The authorized officer may require a lump-sum payment for more than one year at a time, except that private individuals may make at their option either annual payments or payments covering more than one year if the annual fee is greater than \$100. If the authorization terminates at the end of the initial lump-sum period, delete that portion of the clause "...and thereafter at the beginning..." to the end.

☐ B. The holder shall pay in advance a sum determined by the Forest Service to be the fair market value of the use granted by this authorization for a [ ] year period. The payment is set at [ ] for the initial [ ] year period. Payments for each subsequent [ ] year period shall be the amount of the payment for the initial period, adjusted using an appropriate indexing factor to reflect more nearly the current fair market value of the use at the beginning of the new period. At certain intervals the Forest Service shall review the fee and adjust the fee as necessary to assure that it is commensurate with the fair market value of the authorized rights and privileges, as determined by appraisal or other sound business management principles.

**Selection item 6.** For tenants and customers in federal communication site facilities.

☐ B. The holder shall pay in advance an annual rental determined by the authorized officer in accordance with law, regulation, and policy. The annual rental will be adjusted by the authorized officer to reflect changes in fair market value or annual adjustments using the Consumer Price Index-Urban (CPI-U).

C. Payment Due Date. The payment due date shall be the close of business on [ ] of each calendar year payment is due. Payments in the form of a check, draft, or money order are payable to USDA, Forest Service. Payments shall be credited on the date received by the designated Forest Service collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

D. Late Payment Interest, Administrative Costs and Penalties Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any fee amount not paid within 30 days from the date the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due.

In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed.

A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or the appeal decision.

If the fees become delinquent, the Forest Service will:

Liquidate any security or collateral provided by the authorization.

If no security or collateral is provided, the authorization will terminate and the holder will be responsible for delinquent fees as well as any other costs of restoring the site to its original condition including hazardous waste cleanup.

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

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

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

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

## VII. OTHER PROVISIONS

A. Members of Congress. No Member of or Delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except when the authorized use provides a general benefit to a corporation.

B. Appeals and Remedies. Any discretionary decisions or determinations by the authorized officer are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

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

#INSERT TERM HERE#

**<USE THIS SIGNATURE PAGE FOR INDIVIDUAL(S), PARTNERSHIPS, BUSINESSES, AND ALL  
NONCORPORATE ENTITIES>**

This permit is accepted subject to the conditions set out above.

HOLDER NAME: #HOLDER\_NAME# U.S. DEPARTMENT OF AGRICULTURE  
Forest Service

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Holder Signature) (Authorized Officer Signature)

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Holder Signature) (Name and Title)

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

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

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

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



**USE THIS SIGNATURE PAGE FOR ALL CORPORATE ENTITIES>**

This permit is accepted subject to the conditions set out above.

Date \_\_\_\_\_ \*CORPORATE NAME

(CORPORATE SEAL)

By: \_\_\_\_\_  
(Vice) President

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Assistant) Secretary

The following certificate shall be executed by the Secretary or Assistant Secretary of the Corporation:

I \_\_\_\_\_ certify that I am the \_\_\_\_\_ Secretary of the Corporation that executed the above permit; that \_\_\_\_\_ who signed said permit on behalf of said Corporation was then \_\_\_\_\_ of said Corporation; that I know his/her signature on said permit is genuine; and that said permit was duly signed, sealed, and attested to for and on behalf of said Corporation by authority of its governing body

(CORPORATE SEAL)

\_\_\_\_\_  
(Assistant Secretary)

**U. S. DEPARTMENT OF AGRICULTURE**  
Forest Service

By: \_\_\_\_\_  
(Authorized Officer Signature)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Date)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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

DRAFT

Auth ID: [insert unique Auth ID]  
Contact Name: [insert Lessee Name]  
Expiration Date: 12/31/2047  
Use Code: [type of use]

FS-2700-10b (V.01/2017)  
OMB No. 0596-0082

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

**Section 501(a)(5) of the Federal Land Policy and Management Act,  
43 U.S.C. 1761(a)(5)**

[Los Angeles Regional Interoperable Communications System (LA-RICS)].

This lease is issued by the United States of America, acting through the United States Department of Agriculture, Forest Service (hereinafter the "United States" or "Forest Service"), as authorized by section 501(a)(5) of the Federal Land Policy and Management Act, 43 U.S.C. 1761(a)(5), to [LA-RICS], its agents, successors, and assigns (hereinafter the "lessee").

The United States and the Lessee are jointly referred to herein as the "parties". The term "authorized officer" refers to the Forest Service official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, this authority may be exercised by the Forest Supervisor or District Ranger of the Angeles National Forest in which the following described lands are located.

The United States, in consideration of the terms and conditions in this lease and the payment to the United States of rent in advance by the lessee, hereby issues the lessee a lease for the following described communications facility in the County of Los Angeles, State of California, Sec. \*, T. \* \*, R. \* \*, San Bernardino Meridian (hereinafter called the "lease area"). The lessee accepts this lease and possession of the lease area, subject to any valid existing rights, and agrees to use the lease area, only for construction, operation, maintenance, and termination of a [insert type of use] communications facility. Authorized facilities under this lease include:

Equipment shelters: [insert dimension and type]

Antenna support structures: [insert type and height]

Ancillary improvements: [insert fuel tanks, generators, outbuildings, fences, utilities w/in lease area, etc.]

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

The location of the lease area is described or shown generally in the communications site management plan and/or communications site map dated [insert date] for the [insert name] Communications Site, which is attached as **Exhibit A** of this lease. This and any other appendices are hereby incorporated into this lease.

Any additional appendices to this lease are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.

This lease is issued subject to the following terms and conditions.

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

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

B. The lessee shall undertake and pursue with due diligence construction and operation that is authorized by this lease. To the extent specified in Exhibit N/A operation shall commence on 1/1/2022. This lease shall terminate if operation does not commence by that date, unless the parties agree in writing, in advance, to an extension of the commencement date.

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

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

## **II. RENT**

A. The lessee shall pay rent annually in advance as determined by the authorized officer in accordance with law, regulation, and policy. The annual rent shall be adjusted by the authorized officer to reflect changes in fair market value, annual adjustments using the Consumer Price Index-Urban (CPI-U), changes in tenant occupancy, or phase-in rent, if applicable.

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

C. Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any rent not paid within 30 days from the date the rental or rental calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or

quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the rent is due. In addition, an administrative penalty at a percentage rate prescribed by law or regulation will be assessed for failure to pay any portion of the debt that is more than 90 days past due. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

D. Disputed rent is due and payable by the due date. No appeal of rent shall be considered by the Forest Service without full payment of the disputed amount.

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

A. The lessee is authorized to rent space and provide other services to customers and tenants and shall charge each customer and tenant a reasonable rental without discrimination for the use and occupancy of the facilities and services provided. The lessee shall not impose unreasonable restrictions or restrictions restraining competition or trade practices. By October 15 of each year, the lessee shall provide the authorized officer a certified statement listing all tenants and customers, by category of use in the authorized facilities on September 30 of that year.

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

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

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

E. The lessee shall ensure that equipment within facilities authorized by this lease (including tenant and customer equipment) operates in a manner that will not cause harmful interference with the operation

of existing equipment on or adjacent to the communications site covered by this lease. If the authorized officer or authorized official of the FCC determines that the lessee's use interferes with existing equipment, the lessee will promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the authorized officer or FCC official.

F. When requested by the authorized officer, the lessee shall furnish technical information concerning the equipment located in the lease area.

#### **IV. LIABILITIES**

A. The lessee assumes all risk of loss to the authorized facilities and ancillary improvements.

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

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

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

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

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

## V. MISCELLANEOUS PROVISIONS

A. Nondiscrimination. The lessee and its employees shall not discriminate against any person on the basis of race, color, sex (in educational and training programs), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the lessee and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

### B. Revocation, Termination and Suspension.

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

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

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

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

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

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

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

5. Written decisions by the authorized officer relating to administration of this lease are subject to administrative appeal pursuant to 36 CFR 214, as amended.

6. If upon expiration of this lease the authorized officer decides not to issue a new lease, or the lessee does not desire a new lease, the authorized officer and the lessee shall, within six months prior to the termination date of this lease, agree upon a mitigation plan to restore and stabilize the lease area.



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

- a. Administrative offset of payments due the lessee from the Forest Service.
- b. Delinquencies in excess of 60 days shall be referred to United States Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g)(1).
- c. The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, et seq.).

If this lease is revoked for noncompliance, the lessee shall remove all authorized structures and improvements, except those owned by the United States, within 90 days, and shall restore the site as nearly as reasonably possible to its original condition unless this requirement is waived in writing by the authorized officer.

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

C. No member of or delegate to Congress or resident commissioner shall benefit from this lease whether directly or indirectly, other than to the extent the lease provides a general benefit to a corporation.

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

- 1. The right of the United States to all natural resources now or hereafter located in the lease area unless stated otherwise, and the right to utilize or dispose of those resources insofar as the rights of the lessee are not unreasonably affected.
- 2. The right of the United States to modify the communications site management plan as deemed necessary.
- 3. The right of the United States to enter the lease area and inspect all authorized facilities to ensure compliance with the terms and conditions of this lease.
- 4. The right of the United States to require common use of the lease area, and the right to authorize use of the lease area for compatible uses.

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

E. The Forest Service and the lessee shall keep each other informed of current mailing addresses.

F. This lease supersedes a special use authorization designated N/A, issued to N/A, dated N/A, amended N/A.

G. If there is any conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

H. Bonding. The Authorized Officer may require the Lessee to furnish a surety bond or other security for any of the obligations imposed by the terms and conditions of this lease or any applicable law, regulation, or order.

1. As a further guarantee of compliance with the terms and conditions of this lease, the lessee shall deliver and maintain a surety bond or other acceptable security, such as cash deposited and maintained in a federal depository or negotiable securities of the United States, in the amount of \$ 0 for the purpose of securing Lessee's obligation, upon expiration or earlier termination of this Lease pursuant to its terms, to remove the structures and improvements that comprise the communications facility and restore the property in accordance with the terms set forth herein. The authorized officer may periodically evaluate the adequacy of the bond or other security and increase or decrease the amount when there is a change in scope of the authorized facilities or ancillary improvements. If the bond or other security becomes unsatisfactory to the authorized officer, the lessee shall within 30 days of demand furnish a new bond or other security issued by a surety that is solvent and satisfactory to the authorized officer. If the lessee fails to meet any of the requirements secured under this clause, money deposited pursuant to this clause shall be retained by the United States to the extent necessary to satisfy the obligations secured under this clause, without prejudice to any other rights and remedies of the United States.

2. The bond shall be released or other security returned 30 days after (a) the authorized officer certifies that the obligations covered by the bond or other security are met and (b) the lessee establishes to the satisfaction of the authorized officer that all claims for labor and material for the secured obligations have been paid or released.

3. Prior to undertaking additional construction or alteration not covered by the bond or other security, or when the authorized facilities and ancillary improvements are to be removed and the lease area restored, the lessee may be required to obtain additional bonding or security.

**THIS LEASE IS GRANTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.**

**BEFORE ANY LEASE IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS AND CONDITIONS OF THE LEASE.**

---

NAME, TITLE, ENTITY

SIGNATURE

DATE

APPROVED:

JERRY PEREZ, FOREST SUPERVISOR

SIGNATURE

DATE

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

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

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

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

CITY OF LOS ANGELES HARBOR DEPARTMENT  
Port of Los Angeles

REVOCABLE PERMIT  
POLA1 Site

No. 19-48

The Executive Director of the Harbor Department ("Executive Director") of the City of Los Angeles ("City") hereby grants permission to **THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY** ("Tenant") to occupy and use certain lands and/or waters and/or facilities within the Harbor District owned or under the control of City acting through its Board of Harbor Commissioners ("Board"), subject to the following terms and conditions:

1. Premises. Tenant is permitted to use the lands, which consist of the drawing attached hereto as Exhibit "A" ("Premises"). By mutual agreement of Executive Director and Tenant, land and water not exceeding ten percent (10%) of the Premises granted or 20,000 square feet, whichever is greater, may be permanently added to or deleted from the Premises granted herein without further approval of the Board subject to the following conditions: (1) so long as such change in the Premises is not temporary within the meaning of Tariff Item No. 1035 (or its successor); and (2) if permanent changes in the area of the Premises are made on more than one occasion, the cumulative net change in area may not exceed ten percent (10%) or 20,000 square feet, whichever is greater, of the originally designated Premises. The Executive Director is authorized to execute amendment(s) to this Permit to effect the foregoing adjustments to area of the Premises without further action of the Board.

2. Permitted Use. The Premises shall be used for the sole purpose of operation, maintenance, and repair of a long term evolution ("LTE") communication facility and not for any other use without the prior written consent of Executive Director which approval may be withheld by City in its sole and absolute discretion ("Permitted Use"). Tenant shall not use the Premises in any manner, even if the use is a Permitted Use, that will cause cancellation of any insurance policy covering the Premises or adjacent premises; provided, however, Tenant may, in City's sole discretion, remain if it pays the increase in City's insurance costs caused by its operations. No offensive or refuse matter, or any substance constituting any unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall ever be permitted by Tenant to be or remain, on the Premises, and Tenant shall prevent any such material or matter from being or accumulating upon the Premises. Tenant further agrees not to keep on the Premises or permit to be kept, used, or sold thereon, anything prohibited by any policy of fire insurance covering the Premises or any structure erected thereon.

(a) If, at any time, Tenant's use interferes with Port Police communications, including equipment installed and utilized as of the date of this permit as well as any pending and future new equipment, Tenant, upon notification by City, shall within twelve (12) hours of notification shut down its equipment. If the equipment is not shut down immediately, City shall have the right to shut down the equipment by any means necessary and will not be liable for any damage or costs incurred due to City's action. If relocation of equipment is required, City shall make best efforts to identify a relocation site and if identified, Tenant shall be responsible for all costs associated with relocation.

3. Effective and Termination Dates. Subject to the provisions of Charter Section 245, the effective date of this Revocable Permit ("Permit") shall be effective upon approval by the Harbor Board of Commissioners and execution by the Executive Director ("Effective Date") and shall thereafter be revocable at any time by Tenant or by Executive Director, upon the giving of at least six (6) months' written notice to the other party stating the date upon which this Permit shall terminate ("Termination Date"); provided, however, if this Permit is not terminated prior to the fifth (5<sup>th</sup>) anniversary of the Effective Date, then before such time the Board shall review this Permit regarding its continuation and/or modification. (Termination Date shall also mean the date that the Permit terminates in connection with Tenant's Default under Section 8 and any termination by operation of law or any other reason.) The right

of Executive Director to revoke this Permit is and shall remain unconditional. Neither City, nor any board, officer or employee thereof, shall be liable in any manner to Tenant because of such revocation. Tenant shall commence using the Premises for the Permitted Use within thirty (30) days from the Effective Date.

4. Term. The term of the Agreement shall commence upon full execution of this Agreement ("**Commencement Date**") and shall continue for a term of three (3) years unless this Agreement is sooner terminated either by (a) LA-RICS Authority or (b) Owner pursuant to Section 8 (Default) of this Agreement. Owner and AT&T may also agree that the Option and Land Lease Agreement, as mutually agreed to and executed by and between Owner and AT&T and attached hereto and incorporated herein as Exhibit E, may run concurrently with this Agreement. Owner and LA-RICS Authority mutually agree that LA-RICS Authority may elect, in its sole and absolute discretion, to terminate this Agreement early for convenience at any time and for any reason, including but not limited to LA-RICS Authority's early transfer of the LTE Site to AT&T, following LA-RICS Authority's (30) days' notice of termination as allowed under this Section, and to extent the Option and Land Lease Agreement has not come into effect, Owner and LA-RICS Authority mutually agree that the Option and Land Lease Agreement, shall automatically and immediately succeed this Agreement and shall be in full force and effect immediately upon the termination of this Agreement, and Owner acknowledges that the attached Option and Land Lease Agreement fully sets forth and controls Owner's and AT&T's respective contractual rights and obligations.

5. Monthly Rent / Consideration. Tenant shall pay to City the sum of Zero Dollars (\$0.00) as rental for the use of the Premises. In consideration for use of the Premises, Tenant shall comply with all of the terms and conditions of this Permit. The consideration negotiated with the City will be no less favorable than that granted to any other jurisdiction similarly situated with the City that enters into an agreement with Tenant.

6. Rights-of-Way. This Permit shall at all times be subject to such rights-of-way over, on and/or through the Premises for sewers, pipelines (public or private), conduits, telephone, telecommunications equipment, light, heat or power lines that exist and/or as may from time to time be determined by Board, and shall also be subject to rights-of-way for, among other things, streets and other highways, and for railroads and other means of transportation as shall have been duly established or as shall be reserved herein, and/or other rights-of-ways for equipment access, occupancy and/or other rights reasonably necessary to comply with homeland security or related requirements of federal, state and/or local agencies; and to such rights-of-way as Board requires to drill and explore new or maintain existing oil, gas or mineral wells. This Permit and the Premises shall at all times be subject to all prior exceptions, reservations, grants, easements, leases or licenses of any kind whatsoever as the same appear of record in the Office of the Recorder of Los Angeles County, California, or in the official records of City or any of its various departments and shall also be at all times subject to additional reservations City may reasonably require after the Effective Date, of which Tenant shall receive advance written notice, for which Tenant shall receive no compensation unless otherwise provided.

7. Premises Satisfactory to Tenant/Required Modifications. Tenant has inspected the Premises and agrees that they are suitable for the Permitted Use. No officer or employee of City has made any representation or warranty with respect to the Premises and in entering into this Permit, Tenant agrees it relies only on the provisions of the Permit. Any modification, improvement, or addition to the Premises and any equipment installation or removal required by the Fire Department, Department of Building and Safety, South Coast Air Quality Management District, Regional Water Quality Control Board, U.S. Coast Guard, Environmental Protection Agency, or any other agency in connection with Tenant's operations, shall be constructed, installed, or removed at Tenant's sole expense. Tenant shall obtain a General Permit from the office of the Chief Harbor Engineer, Engineering Division, of the Harbor Department ("Harbor Engineer") and shall comply with the requirements of Section 14 before making any modifications to the Premises.

8. Maintenance and Repair.

(a) Maintenance Performed by Tenant. Tenant at its sole cost and expense, shall keep and maintain the Premises, and all buildings, works and improvements of any kind thereon, in good and substantial repair and condition and shall be responsible for and perform all necessary inspection, maintenance and repair thereof, including preventive maintenance, using materials and workmanship of similar quality to the original improvements. Tenant shall obtain any permits, including but not limited to those issued by City, necessary for such maintenance and repair. Notwithstanding the foregoing, if there are wharf structures present on the Premises, City will maintain at its expense the structural integrity of the wharf structures. The wharf structure for purposes of this section means the beams, girders, subsurface support slabs, bulkheads and prestressed concrete or wood piling, joists, pile caps and timber decking (except as noted below), and any and all mooring dolphins. The wharf structure does not include the paving, the surface condition of timber decking or the fendering system.

(b) Failure to Maintain. If Tenant fails to make any repairs or to perform required maintenance within thirty (30) days after receipt of notice from City to do so, City may, but shall not be obligated to, make such repairs or perform such maintenance at Tenant's expense. Notwithstanding, in an emergency as determined by City (including but not limited to an immediate threat of physical harm to persons and/or material damage to the Premises and/or structural or foundational damage to any improvements thereon), City shall have the right, but not the obligation, to undertake immediate repairs to the Premises and any structures thereon without notice. Tenant shall reimburse City for City's costs (as defined in Section 7(c)) within thirty (30) days after receipt of City's invoice for work performed. If Tenant shall commence such repairs and diligently prosecute the same to completion or shall begin to perform the required maintenance within the thirty (30) day period, City shall refrain from commencing or prosecuting further any repairs or performing any required maintenance until the work has been completed by Tenant. Tenant shall thereafter pay on demand City's costs incurred pursuant to this Section 7(b) prior to Tenant's commencement of repair or maintenance. The making of any repairs or the performance of maintenance by City, which is the responsibility of Tenant, shall in no event be construed as a waiver of the duty or obligation of Tenant to make future repairs or perform required maintenance as herein provided.

(c) City's Costs. "City's costs" for purposes of this Section 7 shall include, in City's sole reasonable discretion, the cost of maintenance or repair or replacement of property neglected, damaged or destroyed by Tenant and/or its contractors, including direct and allocated costs for labor, materials, services, equipment usage, and other indirect or overhead expenses arising from or related to maintenance, repair or replacement work performed by or on behalf of City.

(d) Litter and Debris. Tenant, at its sole cost and expense, shall keep the Premises free and clear of rubbish, debris and litter at all times. Tenant, at its sole cost and expense, further shall keep and maintain the Premises in a safe, clean and sanitary condition in accordance with all applicable federal, state, municipal and other laws, ordinances, rules and regulations.

(e) Fire Protection Systems. All portable fire extinguishers which have been or may be installed on the Premises shall be maintained and repaired by Tenant, at its cost, in an operative condition at all times.

(f) City Inspections. Upon City's request, Tenant shall provide personnel to accompany City's representatives on periodic inspections of the Premises to determine Tenant's compliance with this Agreement. Notwithstanding the foregoing, nothing obligates City to make such determinations and City shall not incur any liability for not making such inspections and determinations.

9. Tenant Default. This LTE Site will be ultimately incorporated into the federal First Responder Network Authority's ("**FirstNet**") National Public Safety Broadband Network ("**NPSBN**") operated by FirstNet's federal contractor, AT&T Corp. and its various wholly owned direct and indirect subsidiaries including New Cingular Wireless PCS, LLC, (collectively, "**AT&T**"), following the receipt of appropriate federal approvals from the Department of Commerce's National Oceanic and Atmospheric Administration Grants Office ("NOAA Grants Office") and National Telecommunications and Information Administration ("NTIA").

10. Events of Default. The occurrence of any of the following shall constitute a material breach and default by Tenant under this Permit: (1) Tenant's failure to perform any other obligation under this Permit if Tenant fails to cure the failure within thirty (30) days after delivery of written notice of the failure from City to Tenant; (2) Tenant's abandonment of the Premises including but not limited to (i) Tenant's absence from or failure to use the Premises or any substantial portion thereof for three (3) consecutive days (excluding Saturdays, Sundays, and California legal holidays) while in default of any provision of this Permit; or (ii) If Tenant is not in default, Tenant's absence from or failure to use the Premises or any substantial portion thereof for a period of thirty (30) consecutive days unless Tenant, prior to the expiration of any such period of thirty (30) consecutive days, notifies Executive Director in writing that such nonuse is temporary and obtains the written consent of Executive Director to such nonuse; (3) To the extent permitted by law: (i) A general assignment by Tenant or any guarantor of the Permit for the benefit of the creditors without written consent of City; (ii) The filing by or against Tenant, or any guarantor, of any proceeding under an insolvency or bankruptcy law, unless (in the case of an involuntary proceeding) the proceeding is dismissed within sixty (60) days; (iii) The appointment of a trustee or receiver to take possession of all or substantially all the assets of Tenant or any guarantor, unless possession is unconditionally restored to Tenant or that guarantor within thirty (30) days and the trusteeship or receivership is dissolved; (iv) Any execution or other judicially authorized seizure of all or substantially all the assets of Tenant located on the Premises, or of Tenant's interest in this Permit, unless that seizure is discharged within thirty (30) days.

11. City's Remedies. City may pursue any and all remedies at law or in equity including seeking all monetary damages and termination of this Permit. City's remedies are cumulative and not inclusive. Nothing herein shall imply that City's right to revoke or terminate this Permit as provided in Section 3 is limited in any way. All personal property that remains on the Premises after Tenant vacates the Premises and does not remove, shall become the property of City, at City's option.

12. Compliance with Applicable Laws. At all times in its use and occupancy of the Premises and its conduct of operations thereon, Tenant, at Tenant's sole cost and expense, shall comply with all applicable federal, state, county, City or government agency laws, statutes, ordinances, standards, codes (including all building codes) rules, requirements or orders in effect now or hereafter in effect ("Applicable Laws") pertaining to the use or condition of the Premises and/or Tenant's operations and conduct of its business. Applicable Laws shall include, but not be limited to, all environmental laws and regulations in effect now or hereafter in effect including: (a) CERCLA and its implementing regulations; (b) RCRA and its implementing regulations; (c) The federal Clean Water Act (33 U.S.C. Sections 1251-1376, et seq.) and its implementing regulations; (d) The California Porter Cologne Water Quality Control Act (California Water Code, Division 7) and its implementing regulations; (e) The federal Clean Air Act (42 U.S.C. Sections 7401-7601) and its implementing regulations; (f) The California Clean Air Act of 1988 and its implementing regulations; (g) The California Lewis-Presley Air Quality Management Act of 1976 (California Health and Safety Code Section 40400, et. seq.) and its implementing regulations; and (h) Any other applicable federal, state, or local law, regulation, ordinance or requirement (including consent decrees and administrative orders imposing liability or standard of conduct) now or hereinafter in effect which concerns Environmentally Regulated Material (defined below), the Premises and/or Tenant's use and/or occupancy thereof. It is the parties' intent that Tenant will make, at Tenant's sole cost and expense, any and all alterations, improvements, and changes whether structural or nonstructural, that are required by Applicable Laws. In addition, Tenant shall comply immediately with all applicable environmental policies, rules and directives of City's Harbor Department. This Permit shall be construed in accordance with California law.

13. Tenant's Environmental Obligations.

(a) Tenant shall comply with Environmental Permit Conditions set forth in the Notice of Exemption, attached as Exhibit "E."

(b) Tenant shall not cause or permit any Environmentally Regulated Material (defined below) to be generated, brought onto, handled, used, stored, transported from, received or disposed of



(hereinafter sometimes collectively referred to as "handle" or "handled") in or about the Premises except for limited quantities of standard office and janitorial supplies containing chemicals categorized as Environmentally Regulated Material and except as permitted, required or necessary under Section 2, if any. Tenant shall handle all such Environmentally Regulated Material in strict compliance with Applicable Laws in effect during Tenant's occupancy. The term "Environmentally Regulated Material" shall mean (a) any "hazardous substance" as that term is defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") (42 U.S.A. Sections 9601-9675) in its present or successor form; (b) Hazardous waste" as that term is defined in the Resource Conservation and Recovery Act of 1976 ("RCRA") (42 U.S.C. Sections 6901-6992k) in its present or successor form; (c) Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material or substance, within the meaning of any other applicable federal, state, or local law, regulation, ordinance or requirement (including consent decrees and administrative orders imposing liability or standard of conduct concerning any hazardous, dangerous or toxic waste, substance or material, now or hereinafter in effect); (d) Radioactive material, including any source, special nuclear, or byproduct material as defined in 42 U.S.C. Sections 2011-2297g-4 in its present or successor form; (e) Asbestos in any form or condition; (f) Polychlorinated biphenyls ("PCBs") and substances or compound containing PCBs; and (g) Petroleum products.

(c) Tenant shall remediate or cause the remediation of any spill, discharge or release of any Environmental Regulated Material that occurs in, on, under or about the Premises ("Contamination"), whether caused by Tenant or any Assignor (as defined in Section 11.(a), below) or any third-party during Tenant's or Assignor's occupancy, including Contamination of improvements, adjacent harbor waters, soil, sediment, groundwater or air or of adjacent premises (including soil, sediment, groundwater or air) and including Contamination that is a considered a nuisance under Applicable Laws. Remediation shall be to the satisfaction of City, and the requirements of the applicable governmental agencies including the Regional Water Quality Control Board ("RWQCB"), by removing or effecting the removal of all Contamination including but not limited to contaminated soil, water, groundwater, sediment or other material it may place or cause to be placed on site such that no encumbrances, such as deed or land use restrictions, be imposed on the Premises as a result of such Contamination. In fulfilling the obligations under this Section 10.2, Tenant shall also comply with any other conditions reasonably imposed by the City. If Tenant knows or has reasonable cause to believe that Contamination has occurred in, on, under or about the Premises, Tenant shall immediately give written notice to City.

(d) Tenant bears sole responsibility for full compliance with any and all Applicable Laws regarding the use, storage, handling, distribution, processing, and/or disposal of Environmentally Regulated Material including Contamination, regardless of whether the obligation for such compliance or responsibility is placed on the owner of the Premises, on the owner of any improvements on the Premises, on the user of the Premises, or on the user of any improvements on the Premises. For purposes of CERCLA, and any and all other Applicable Laws, Tenant shall be considered the owner and operator. Tenant agrees that any claims, damages, fines or other penalties asserted against or levied on City and/or Tenant as a result of noncompliance with any Applicable Laws shall be the sole responsibility of Tenant and that Tenant shall indemnify and hold City harmless from any and all such claims, damages, fines, penalties, and/or judgments, as well as any costs expended to defend against such claims, damages, fines and penalties and/or judgments, including attorneys' and experts fees. City, at its sole option, may pay such claims, damages, fines, penalties and/or judgments resulting from Tenant's noncompliance with any of the aforementioned authorities, and Tenant shall indemnify and reimburse City for any such payments.

(e) Waste Disposal. In discharging Tenant's obligations under this Permit, if Tenant disposes of any Contamination, within thirty (30) days of Tenant's receipt of original documents, Tenant shall provide City copies of all records, including a copy of each uniform hazardous waste manifest indicating the quantity and type of material being disposed of, the method of transportation of the material to the disposal site and the location of the disposal site. The name of the City of Los Angeles, the Port of Los Angeles or the City's Harbor Department shall not appear on any manifest document as a generator of such material.

(f) Laboratory Testing. In discharging its obligations under this Section, Tenant shall perform any tests using a State of California Department of Health Services certified testing laboratory or other similar laboratory of which City shall approve in writing. By signing this Permit, Tenant hereby irrevocably directs any such laboratory to provide City, upon written request from City, copies of all of its reports, tests results, and data gathered. As used in this Section, "Tenant" includes agents, employees, contractors, subcontractors, and/or invitees of the Tenant.

(g) Survival of Obligations. Except as may be otherwise provided in this Section 10, Tenant's obligations in this Section shall survive the Termination Date of this Permit.

14. Restoration and Surrender of Premises.

(a) Tenant's Restoration Obligations. Subject to Section 11(d), on or before the Termination Date of this Permit, unless otherwise excused in writing by Executive Director, Tenant shall quit and return possession of the Premises to City leaving no Tenant improvements, unless City notifies Tenant otherwise in writing, (but leaving City's improvements, if any) and leaving the Premises in at least as good and usable a condition, acceptable to Executive Director, as the same were in at the time of the first occupation thereof by Tenant, or any transferor to and/or assignor of Tenant (collectively, "Assignor") under this Permit and all other previous permits. The term Assignor shall include any and all entities that occupied the Premises prior to Tenant and actually or purportedly transferred and/or assigned its right of occupancy to Tenant either contractually or under operation of law, including any "Transfer" as defined in Section 17, below, whether or not there was a written assignment and/or approval of the assignment by City. Tenant shall not damage paving installed by City or any unpaved areas regardless of the nature of Tenant's operations on the Premises. If the condition of the Premises is upgraded during the term of this Permit, Tenant shall restore the Premises to the upgraded condition. If City terminates this Permit pursuant to Section 8, Tenant shall still be obligated to restore the Premises as provided in this Section or to pay the cost of restoration if City chooses to perform the work, at City's option, and Tenant shall be required to pay compensation to City as provided in Section 12. In connection with the foregoing, Tenant, at its sole cost and expense, shall restore the Premises (including their soil, groundwater and sediment) such that they will be returned to City: (a) free of Contamination and in at least as good of a condition as the condition prior to the installation of all above- and below-ground works, structures, improvements and pipelines of any kind, (collectively referred to as "Structures") in, on or below the Premises under this Permit and all previous permits. As between City and Tenant, Tenant shall bear sole responsibility for Contamination and any costs related thereto; (b) free of any encumbrances including but not limited to deed or land use restrictions as a result of any Contamination and/or any liens (UCC, federal or state tax or otherwise) on the Premises or on fixtures or equipment, or personal property left on the Premises; (c) free of Structures placed on the Premises by Tenant. If the Premises, at the time of the Effective Date, have been improved by a prior tenant or by both City and a prior tenant, then such Structures which are left on the Premises at Tenant's request or for Tenant's benefit shall also be the responsibility of Tenant except as may be otherwise specified by this Permit; and (d) in a clean, level, graded and compacted condition with no excavations or holes resulting from Structures removed.

(b) Restoration Indemnity. In addition to and not as a substitute for any remedies provided by this Permit or at law or equity, Tenant shall defend, indemnify and hold harmless City from any and all claims and/or causes of action, damages, liabilities, judgments, expenses, penalties, loss of rents, and attorneys' and consultants' fees arising out of or involving: (a) Liens on the Premises, Structures, and/or on fixtures and/or equipment or property left on the Premises following the Termination Date; (b) Orders or enforcement actions pending against or in connection with the Premises, the Permitted Use and/or this Permit; (c) The cleanup of any Contamination and also shall include but not be limited to the cost of investigation, removal, remediation, restoration and/or abatement. The obligations under this Section shall survive the Termination Date of this Permit.

(c) Relocation Assistance. Nothing contained in this Permit shall create any right in Tenant or any sublessees of Tenant for relocation assistance or payment from City upon termination of this Permit (whether by revocation (Section 3) or default (Section 8) or any other reason. Tenant acknowledges and agrees that it shall not be entitled to any relocation assistance or payment pursuant to the provisions of any state or federal law, including Title 1, Division 7, Chapter 16 of the California

Government Code (Sections 7260 et seq.) with respect to any relocation of its business or activities upon the termination of this Permit whether by City, Tenant or pursuant to Section 8 or operation of law.

(d) Demolition of Improvements; Acceptance of Improvements. If Tenant's improvements are not removed on or before the Termination Date, City shall have the right to remove and/or demolish the same at Tenant's cost. In that event, Tenant agrees to pay to City, upon demand, City's costs of any such removal or demolition. Notwithstanding the foregoing, City reserves the right, at its option, to accept any works, buildings or other improvements upon the Premises, including a change in the grade thereof, constructed or altered pursuant to this Section 11 in lieu of restoration of the Premises to their condition prior to such construction or Alteration (defined below).

(e) Site Restoration Plan. Independent of any regulatory agency requirements, upon written request of the Executive Director, Tenant shall submit to City a Site Characterization Work Plan for review and approval. Tenant's Site Characterization Work Plan shall include characterization of adjacent Harbor waters, soil, groundwater, and sediment of the Premises. Following City's approval of Tenant's Site Characterization Work Plan, Tenant shall conduct, at its sole cost and expense, a Site Characterization of the Premises pursuant to the Site Characterization Work Plan approved by City. The Site Characterization of the Premises shall be completed within a period of time specified by the Executive Director in his/her sole reasonable discretion and shall be submitted to City for its review. If in City's sole discretion, the results of such Site Characterization indicate that Contamination has been identified or reasonably suspected in, on under, or about the Premises, Tenant shall provide City at its sole cost and expense, a remediation action plan or soil management plan or other work plan ("Remedial Action Plan") as required by City in a form acceptable to City. Tenant shall demonstrate to the City's satisfaction that Contamination does not exist or that if Contamination exists, Tenant shall handle, store, treat, remove and properly dispose of the Contamination as described in Section 10 pursuant to the Remedial Action and to the satisfaction of City, and the requirements of the applicable governmental agencies including the Regional Water Quality Control Board ("RWQCB").

15. Restoration. Tenant understands and agrees it is responsible for complete restoration of the Premises before the Termination Date, as provided in this Permit and under Applicable Laws, including but not limited to the clean-up of any Contamination caused by Tenant and/or its contractors, in, on or about the Premises. Tenant agrees to provide City a surety bond, in an amount determined by Executive Director, in his or her sole reasonable discretion, to assure removal of Contamination from the Premises at any time City demands such bond.

16. Premises Subject to Tariff. Tenant accepts the Premises and shall undertake the Permitted Use set forth in Section 2 subject to each and every of the terms and conditions provided herein, and to each and every of the rates, terms and conditions of the Tariff, as applicable to Premises and/or the Permitted Use. Tenant represents and warrants that it has received, read and understands the rates, terms and conditions of the Tariff and covenants that, at all times during the term of this Permit, it shall maintain a complete and current Tariff at the address set forth in Section 26 below. Except as otherwise set forth in this Permit, Tenant is contractually bound by all Tariff rates, terms and conditions as if the same were set forth in full herein. City in its sole and absolute discretion shall determine if a conflict exists between a provision of this Permit and a Tariff provision. In the event of such conflict, this Permit shall at all times prevail.

17. Alterations on Premises. Tenant shall not construct on or alter ("Alteration") the Premises, including a change in the grade, without first obtaining City's written approval. Tenant shall submit to City a complete Application for Discretionary Projects that attaches a complete set of drawings, plans and specifications (prepared and stamped by a licensed engineer registered in the State of California) reflecting the proposed Alteration. City's Harbor Engineer shall have the right to reject or order reasonable changes in said drawings, plans and specifications. Tenant, at its own expense, shall obtain all permits necessary for such construction. All construction by Tenant pursuant to this Permit shall be at Tenant's sole expense. Tenant shall keep the Premises free and clear of liens for labor and materials and shall hold City harmless from any responsibility in respect thereto. Tenant shall give written notice to Harbor Engineer, in advance, of the date it will commence any Alteration. Immediately upon the completion of the construction, Tenant shall notify Harbor Engineer of the date of such completion and

shall, within thirty (30) days after such completion, file with Harbor Engineer, in a form acceptable to Harbor Engineer, a set of "as built" plans for such construction.

18. Indemnity. Except as may arise from the sole negligence or willful misconduct of City, Tenant shall at all times relieve, indemnify, protect and save harmless City and any and all of its boards, officers, agents and employees from any and all claims and demands, actions, proceedings, losses, liens, costs and judgments of any kind and nature whatsoever, including cost of litigation (including all actual litigation costs incurred by the City, including but not limited to costs of experts and consultants), for death of or injury to persons or damage to property including property owned by or under the care and custody of City, and for civil fines and penalties, that may arise from or be caused directly or indirectly by:

(a) Any dangerous, hazardous, unsafe or defective condition of, in or on the Premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Premises by Tenant, its officers, agents, employees, sublessees, licensees or invitees;

(b) Any operation conducted upon or any use or occupation of the Premises by Tenant, its officers, agents, employees, sublessees, licensees or invitees under or pursuant to the provisions of this Permit or otherwise;

(c) Any act, omission or negligence of Tenant, its officers, agents, employees, sublessees, licensees or invitees, regardless of whether any act, omission or negligence of City, its officers, agents or employees contributed thereto;

(d) Any failure of Tenant, its officers, agents or employees to comply with any of the terms or conditions of this Permit or any Applicable Laws; or

(e) The conditions, operations, uses, occupations, acts, omissions or negligence referred to in subdivisions (a), (b), (c) and (d) above, existing or conducted upon or arising from the use or occupation by Tenant or its invitees on any other premises within the Harbor District, as defined in the Charter of City.

Tenant also agrees to indemnify City and pay for all damages or loss suffered by City and City's Harbor Department, including, but not limited to, damage to or loss of property, to the extent not insured by City, and loss of City revenue from any source, caused by or arising out of the conditions, operations, uses, occupations, acts, omissions or negligence referred to in this Section. The term "persons" as used in this Section shall include, but not be limited to, officers and employees of Tenant.

Tenant shall also indemnify, defend and hold City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution of the value of the Premises, damages for loss or restriction on use of rentable or useable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Permit term as a result of Contamination caused by Tenant and/or its contractors of the Premises. This indemnification of City by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency because of Contamination present in the soil or groundwater on or under the Premises.

The obligations under this Section shall survive the Termination Date of this Permit and shall apply regardless of the active or passive negligence of City and regardless of whether liability without fault or strict liability is imposed or sought to be imposed on City.

19. Insurance. Tenant shall procure and maintain at its expense and keep in force at all times during the term of this Permit the following insurance:

(a) Commercial General Liability. Commercial general liability insurance, including contractual liability, auto liability and property damage insurance written by an insurance company authorized to do business in the State of California, or approved by the California Department of Insurance as a surplus lines insurer eligible to do business in California, rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if a Best's Rating is not available) with Tenant's normal limits of liability, but not less than One Million Dollars (\$1,000,000) for injury or death to one or more persons out of each accident or occurrence and One Million Dollars (\$1,000,000) for property damage for each accident or occurrence. Tenant shall also procure and maintain at its expense and keep in force at all times during the term of this Permit automobile insurance with limits of liability not less than One Million Dollars (\$1,000,000) covering injuries or death resulting from each accident or claim arising out of any one claim or accident. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Tenant. The retention or self-insurance provided shall provide that any other insurance maintained by City's Harbor Department shall be excess of Tenant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause.

The submitted policy shall, in addition, provide the following coverage either in the original policy or by endorsement substantially as follows:

"Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that City, Board, their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all operations, uses, occupations, acts and activities of the insured under Revocable Permit No. \_\_\_\_, and under any amendments, modifications, extensions or renewals of said Permit regardless of whether such operations, uses, occupations, acts and activities occur on the Premises or elsewhere within the Harbor District;"

"The policy to which this endorsement is attached shall provide a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons to the Risk Manager;"

"The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by City is excess coverage;"

"In the event of one of the named insureds incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the company's limit of liability;" and

"Notice of occurrences or claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's Office."

(b) Automobile Liability Insurance. Tenant or its contractors shall procure and maintain at its expense and keep in force at all times during the term of this Agreement, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Tenant's normal limits of liability but not less than One Million Dollars (\$1,000,000) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days' notice of cancellation for nonpayment of premium, and a 30-days' notice of cancellation for any other reasons.

(c) Workers Compensation. Tenant or its contractors shall secure the payment of compensation to employees injured while performing work or labor necessary for and incidental to performance under this Permit in accordance with Section 3700 of the Labor Code of the State of California. Tenant shall file with the City one of the following: 1) a certificate of consent to self-insure issued by the Director of Industrial Relations, State of California; 2) a certificate of Workers' Compensation insurance issued by an admitted carrier; or 3) an exact copy or duplicate thereof of the policy certified by the Director or the insurer. Such documents shall be filed prior to delivery of premises. Where Tenant has employees who are covered by the United States Longshore and Harbor Workers' Compensation Act, Tenant shall furnish proof of such coverage to the City. It is suggested that Tenant consult its insurance professional of its choosing to determine whether its proposed operation methods will render its employees subject to coverage under such Act. All Workers' Compensation insurance submitted to City shall include an endorsement providing that any carrier paying benefits agrees to waive any right of subrogation it may have against City.

(d) Such insurance procured by Tenant shall include the following features:

(i) Notice of Cancellation. Each insurance policy described above shall provide that it will not be cancelled or reduced in coverage until after City's Risk Manager has been given a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reason.

(ii) Acceptable Evidence and Approval of Insurance. Electronic submission is the required method of submitting Tenant's insurance documents. Track4LA® is the City's online insurance compliance system which is designed to be used by insurance brokers and agents to submit client insurance certificates directly to the City. Tenant's insurance broker or agent shall obtain access to Track4LA® at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on Tenant's behalf.

(iii) Renewal of Policies. Prior to the expiration of each policy, Tenant shall show through submitting to Track4LA® that the policy has been renewed or extended or, if new insurance has been obtained, submit the appropriate proof of insurance to Track4LA®. If Tenant neglects or fails to secure or maintain the required insurance, or if Tenant fails to submit proof of insurance as required above, the City's Harbor Department may, at its option and at the expense of Tenant, obtain such insurance for Tenant.

(iv) Modification of Coverage. Executive Director, at his or her discretion, based upon recommendation of the Risk Manager of City's Harbor Department, may request that Tenant increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to Tenant.

(v) Accident Reports. Tenant shall report in writing to Executive Director within fifteen (15) days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Fifty Thousand Dollars (\$50,000) to property, occurring upon the Premises, or elsewhere within the Harbor District, if Tenant's officers, agents or employees are involved in such an accident or occurrence while undertaking the Permitted Use. Such report shall contain to the extent available: (1) the name and address of the persons involved; (2) a general statement as to the nature and extent of injury or damage; (3) the date and hour of occurrence; (4) the names and addresses of known witnesses; and (5) such other information as may be known to Tenant, its officers or managing agents.

20. No Assignments/Subleases/Transfers.

No transfer of this Permit, or any interest therein or any right or privilege thereunder, regardless of whether accomplished by a separate agreement, sale of stock or assets, merger or consolidation or reorganization by or of Tenant (or any entity that directly or indirectly controls or owns fifty percent (50%)

or more of Tenant), or accomplished in any other manner, whether voluntary or by operation of law, including but not limited to assignment, sublease, transfer, gift, hypothecation or grant of total or partial control, or any encumbrance of this Permit (hereafter collectively referred to as "Transfer"), shall be valid or effective for any purpose. "Transfer" also shall include the involvement of Tenant or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise) whether or not a formal assignment or hypothecation of this Permit or Tenant's assets, which involvement results in a reduction of the net worth of Tenant (defined as the net worth of Tenant, excluding guarantors, established by generally accepted accounting principles) by an amount greater than twenty-five percent (25%) of such net worth as it was represented at the time of the execution of this Permit or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater. For purposes of this Section, the term "by operation of law" includes but is not limited to: (1) the placement of all or substantially all of Tenant's assets in the hands of a receiver or trustee; or (2) a transfer by Tenant for the benefit of creditors; or (3) transfers resulting from the death or incapacity of any individual who is a Tenant or of a general partner of a Tenant.

21. Transfer of Stock. If Tenant is a corporation and more than ten percent (10%) of the outstanding shares of capital stock of Tenant is traded during any calendar year after filing its application for this Permit, Tenant shall notify Executive Director in writing within ten (10) days after the transfer date; provided, however, that this provision shall have no application in the event the stock of Tenant is listed on either the New York Stock Exchange, NASDAQ, or the NYSE Arca Options. If more than twenty-five percent (25%) of the Tenant's stock is transferred, whether by one or by means of successive transfers, regardless of whether Tenant is a publicly or privately held entity, such transfer shall be deemed an assignment within the meaning of the preceding paragraph. Any such transfer shall void this Permit. Such a transfer is agreed to be a breach of this Permit which shall entitle City to evict Tenant on at least seven (7) days' notice.

22. Tenant Name Change. Tenant shall notify City in writing within ten (10) days of making any changes to its name as set forth in the preamble of this Permit and shall provide City with all documents in connection with the change.

23. Signs. Tenant shall not erect or display, or permit to be erected or displayed, on the Premises any signs or advertising matter of any kind without first obtaining the written consent of Executive Director. If Tenant obtains consent, it shall comply with the requirements of Section 14. Tenant shall post, erect and maintain on the Premises such signs as Executive Director may direct.

24. Termination for Misrepresentations. This Permit is granted pursuant to an application filed by Tenant with Board. If the application or any of the attachments thereto contain any misstatement of fact which, in the judgment of Executive Director, affected his or her decision to grant said Permit, Executive Director may terminate this Permit.

25. Possessory Interest. THIS PERMIT MAY CREATE A POSSESSORY INTEREST BY TENANT WHICH MAY BE SUBJECT TO PROPERTY TAXATION. TENANT SHALL PAY ALL SUCH TAXES SO ASSESSED, AND ALL OTHER ASSESSMENTS OF WHATEVER CHARACTER LEVIED UPON ANY INTEREST CREATED BY THIS PERMIT. TENANT SHALL ALSO PAY ALL LICENSE AND PERMIT FEES REQUIRED FOR THE CONDUCT OF ITS OPERATIONS.

26. Utility Charges. Unless otherwise provided for herein, Tenant shall pay all charges for services furnished to the premises or used in connection with its occupancy, including, but not limited to, heat, gas, power, telephone, water, light and janitorial services, and pay all deposits, connection fees, charges and meter rentals required by the supplier of any such service, including City.

27. Termination by Court. If any court having jurisdiction in the matter renders a final decision which prevents the performance by City of any of its obligations under this Permit, then either party hereto may terminate this Permit by written notice, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations) shall thereupon terminate.



28. Conflict of Interest. It is understood and agreed that the parties to this Permit have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees, as well as the Conflict of Interest Code of the Harbor Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Permit. Notwithstanding any other provision of this Permit, it is further understood and agreed that if such a financial interest does exist at the inception of this Permit, City may immediately terminate this Permit by giving written notice thereof.

29. Notice. In all cases where written notice including the service of legal pleadings is to be given under this Permit, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid or delivered to the Permit premises. When so given, such notice shall be effective from the date of mailing. Unless changed by notice in writing from the respective parties, notice to the parties shall be as follows:

To the City: Los Angeles Harbor Department  
P.O. Box 151  
San Pedro, California 90733-0151  
Attention: Executive Director  
Attention: Director of Real Estate

with a copy to: Office of City Attorney—Harbor Department  
425 S. Palos Verdes Street  
San Pedro, California 90731  
Attention: General Counsel

To the Tenant: The Los Angeles Regional Interoperable Communications System Authority  
Scott Edson, Executive Director  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
Telephone No.: (323) 881-8291  
Email: scott.edson@la-rics.org  
  
Network Operations Center (24-hour emergency contact)  
Lieutenant Sven Crongeyer  
Telephone No.: (323) 351-6507

Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law. All notice periods under this Permit refer to calendar days unless otherwise specifically stated.

30. Construction of Agreement. This Permit shall not be construed against the party preparing it and shall be construed without regard to the identity of the person who drafted this Permit.

31. No Waiver. No waiver by either party at any time of any terms or conditions of this Permit shall be a waiver at any subsequent time of the same or any other term or condition. The acceptance of Rent by City shall not be deemed a waiver of any other breach by Tenant of any term or condition of this Permit other than the failure of Tenant to timely make the particular Rent payment so accepted. No breach of a covenant, term or condition of this Permit will be deemed to have been waived by City unless the waiver is in writing and executed by City.

32. Immediate Access to Repair/Maintain Premises. Tenant is aware that the City's Department of Water & Power, other utility, or other maintenance or service from or on behalf of City, may need to service or repair certain facilities on the Premises. If such repair is necessary, Tenant agrees to relocate, at its expense, all of its cargo equipment or personal property to provide such personnel adequate access. Tenant agrees to complete such relocation within twenty-four (24) hours of receiving notice from City except in case of emergency. Tenant agrees neither the department servicing the

Premises nor City shall be responsible for any loss Tenant may suffer as a result of such maintenance or repair.

33. Records and Reports. All books, accounts and other records showing the affairs of Tenant with respect to its business transacted at, upon or over the Premises shall be maintained at the Premises or Tenant's nearest office to the Premises, and may be subject to examination, audit and transcription by Executive Director or any person designated by her; and in the event it becomes necessary to make such examination, audit or transcription at any place other than within fifty (50) miles of the Premises, then all costs and expenses necessary, or incident to such examination, audit or transcription shall be paid by Tenant. These records shall be retained during the term of this Permit so that the records for the four (4) most recent years are available. After this Permit terminates, Tenant shall maintain the records for the four (4) most recent years for at least two (2) years. Upon request in writing by Executive Director or his or her designated representative, Tenant shall furnish a statement of the exact location of all records and the name and telephone number of the custodian of these records. The statement shall be submitted within fifteen (15) days of the request and shall contain such detail and cover such period of time as may be specified in any such request. From time to time Executive Director or designee shall audit Tenants' records and accounts. Information to be provided by Tenant will include, but not be limited to, general ledgers, charts of accounts, subledgers including cash receipts journals, cash disbursement journals, and all original receipts and documents which support the information provided to City.

34. Promotion of Los Angeles Harbor Facilities. Tenant shall in good faith and with all reasonable diligence use its best efforts by suitable advertising and other means to promote the use of the Premises granted by this Permit.

35. Joint and Several Obligations of Tenant. If more than one individual or entity comprises Tenant, the obligations imposed on each individual or entity that comprises Tenant under this Agreement shall be joint and several.

36. Time of the Essence. Time is of the essence in this Permit.

37. Nondiscrimination and Affirmative Action Provisions. Tenant agrees not to discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition. All subcontracts awarded under or pursuant to this Permit shall contain this provision. The applicable provisions of Section 10.8 et seq. of the Los Angeles Administrative Code are set forth in the attached Exhibit "B" and are incorporated herein by this reference.

38. Minority, Women and Other Business Enterprise (MBE/WBE/OBE) Outreach Program. It is the policy of the City to provide minority business enterprises (MBEs), women's business enterprises (WBEs), and all other business enterprises (OBEs) an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. The Tenant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for MBEs, WBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including MBEs, WBEs, and OBEs, have an equal opportunity to compete for and participate in any such participation opportunity which might be presented under this Permit.

39. Service Contractor Worker Retention Policy and Living Wage Policy Requirements. The Board adopted Resolution No. 5771 on January 3, 1999, agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the City's Harbor Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Tenant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this Permit and otherwise pursue legal remedies that may be available.

40. Wage and Earnings Assignment Orders/Notices of Assignments. The Tenant is obligated to fully comply with all applicable state and federal employment reporting requirements for the Tenant and/or its employees. Tenant shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. The Tenant will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§ 5230 et seq. The Tenant will maintain such compliance throughout the term of this Permit.

41. Equal Benefits Policy. The Board adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the City's Harbor Department. Tenant shall comply with the policy wherever applicable. Violation of the policy shall entitle the City to terminate any agreement with Tenant and pursue any and all other legal remedies that may be available. See Exhibit "C."

42. Wilmington Truck Route. It is recognized by both parties that Tenant may not directly control the trucks serving the Premises. However, Tenant will make its best effort to notify truck drivers, truck brokers and trucking companies, that trucks serving the Premises must confine their route to the designated Wilmington Truck Route of Alameda Street and Harry Bridges Boulevard; Figueroa Street from Harry Bridges Boulevard to "C" Street; and Anaheim Street east of Alameda Street. A copy of the Wilmington Truck Route is attached hereto and marked Exhibit "D," which may be modified from time to time at the sole discretion of the Executive Director with written notice to Tenant.

43. Business Tax Registration Certificate. The City of Los Angeles Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This section provides that every person, other than a municipal employee, who engages in business within the City of Los Angeles, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for the City's Harbor Department

44. Supervision of Business Practices. The nature and manner of conducting any and all business activities on the Premises shall be subject to reasonable regulation by Board. In the event such business is not conducted in a reasonable manner as determined by Board, it may direct that corrective action be taken by Tenant or its sublessees to remedy such practices and upon failure to comply therewith within thirty (30) days of Tenant receiving such written notice, Board may declare this Permit terminated.

Pursuant to the provisions of the Los Angeles City Charter and of the tide and submerged land grant, Tenant and its sublessees shall use the Premises in such a manner so that there shall be no discrimination made, authorized or permitted in the rates, tolls, or charges or in the facilities provided for any use or service in connection therewith.

Tenant shall also conduct its business and cause the businesses of its sublessees upon the Premises (if any have been expressly authorized by City in writing) to be conducted in a first-class manner. Tenant shall furnish and maintain a standard of service at least equal to that of the better class of similar businesses providing similar services and facilities in the City of Los Angeles and adjacent communities during the entire term of this Permit.

Board reserves the right to have access to and inspect the schedule of rates and prices for services and facilities performed or provided upon the Premises. In the event that after Tenant has been advised and given a reasonable opportunity to confer with Board and to justify any rate or price challenged by it as unreasonable or noncompensatory, and Board has determined such rate or price to be unreasonable or inappropriate for the services rendered or the facilities provided, such rates or prices shall be modified by Tenant as directed by Board.

45. State Tidelands Act. This Agreement, the Premises and Tenant's use and occupancy thereof shall at all times be subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929, (Stats. 1929, Ch. 651), as amended, and Article VI of the Charter of the City of Los Angeles relating to such lands. Tenant shall not undertake any use of the Premises, even a Permitted Use, which is or will be inconsistent with such limitations, conditions, restrictions and reservations.

46. Pipelines. Tenant shall maintain at Tenant's nearest office to the Premises the as-built drawings that identify the precise position of any pipelines, utilities or improvements of any type Tenant places on the Premises, whether placed above or below ground. Upon twenty-four (24) hours' written notice by Executive Director, Tenant shall undertake at its sole cost and expense whatever measures are reasonably necessary, including subsurface exploration for any pipeline or any other substructure under Tenant's control or servicing Tenant's operation within the Premises granted herein, to precisely locate the position of such items if City considers such as-built drawings insufficient to locate such items. Tenant agrees any work necessary to locate such items or any damage which may result from the location being incorrectly described, whether incurred by Tenant or City, shall be borne exclusively by Tenant. Exploration and preparation of all documentation recording the location of lines or structures shall be completed within the time specified in said notice. The subsurface exploration shall verify the vertical as well as horizontal location of all pipelines and substructures. Documentation reflecting the results of said exploration shall be filed with the Harbor Engineer.

If Tenant neglects, fails or refuses within the time specified in said notice to begin or fails to prosecute diligently to complete the work of locating any pipeline or any other substructure under Tenant's control or servicing Tenant's operation within the Premises granted herein, the City shall have the right to enter onto the Premises and perform the work designated in the notice. All subsurface exploration required by the provisions contained herein whether performed by Tenant or City shall be performed at Tenant's expense. In addition, Tenant agrees to bear the cost of any and all damage of whatever nature caused by any act, omission, or negligence of the City and any and all of its boards, officers, agents, consultants, and employees in the performance of said subsurface exploration as required by this provision. Work performed by City or City's contractors under this provision does not alter Tenant's obligation to maintain the Premises in a safe condition, both during and after completion of the work.

(a) Rules Governing Pipelines. After installation, and in any event for the duration of this Permit, Tenant shall comply with pipeline testing and inspection requirements, as well as the laws and regulations of the Pipeline Code, the Pipeline Safety Act, the California Public Utilities Code, the California Public Utilities Commission regulations for pipelines, the California State Lands Commission Marine Facilities Division ("CSLCIMFD"), the State of California Bureau of Conservation/Division of Oil, Gas, and Geothermal Resources ("DOGGR"), and any other state and/or federal agency not mentioned above, and as required by the California State Fire Marshal ("CSFM") under the Pipelines Safety Act. The City reserves the right to request tests for facilities not under the direct authority of the CSFM, the CSLCIMFD, the DOGGR, the California Public Utilities Commission, and the Federal Office of Pipeline Safety ("FOPS").

(b) Pipeline Tests or Inspections. Upon request by Executive Director, Tenant shall provide the Director of Real Estate of City's Harbor Department and the Director of Environmental Management of City's Harbor Department a master schedule showing dates for pipeline testing and inspection(s) in accordance with the requirements referenced in Section 49.1 above. The master schedule shall include an itemized list with corresponding line item reference numbers for each pipeline covered under the subject Permit, corresponding required test(s) or inspection(s), date(s) of test(s) or inspection(s), method(s) of test(s) or inspection(s), applicable agency, the frequency of required test(s) or inspection(s), and the California State Fire Marshal Line No. and the California State Fire Marshal Test ID No., if applicable. If Tenant's existing pipelines are modified, or new pipelines are added to the Premises, Tenant shall follow the authorization procedure described in Section 49.1 and provide an updated master schedule with any addition or subtraction of pipelines. This shall cover testing or inspection requirements

of all agencies mentioned in Section 49.1, above, as well as any other additional required test(s) or inspection(s).

If Tenant's pipeline test(s) or inspection(s) are approved by the applicable agency requiring or overseeing the test(s) or inspections(s), upon Executive Director's request Tenant shall confirm in writing to the City approval of the test(s) or inspections(s) and/or submit documentation including master schedule reference number for pipeline(s) being reported on, date(s) of test(s) or inspection(s), method(s) of test(s) or inspection(s) and a general non-technical summary of results.

Upon Executive Director's request, Tenant shall submit a summary of its certified test or inspection approval results to the Director of Environmental Management of City's Harbor Department within thirty (30) days after they have been approved by the agencies which required the pipeline testing or inspection(s), and the records of such test(s) shall be retained by Tenant for as long as is required by Applicable Laws, but in any event not less than three (3) years. Records of all tests will be made available for inspection by Executive Director or designee at his or her request.

If Tenant's pipeline test(s) or inspection(s) are disapproved, and/or there are irregularities with Tenant's pipeline test(s) or inspection(s), indicating a leak or other operational deficiency, Tenant shall notify the Director of Environmental Management of City's Harbor Department within three (3) days of disapproval and/or receipt of test(s) or inspection(s) results with a non-technical summary of the results including the circumstances that resulted in the disapproval or test(s)/inspection(s) irregularities as well as all test documentation produced and a description and schedule for implementation of corrective action as directed by the applicable agency requiring or overseeing the test(s) or inspection(s).

City's receipt of any notice and/or documentation regarding any pipeline tests, inspection results, and/or irregularities with Tenant's pipelines does not constitute a waiver of any kind of Tenant's obligations under this Permit or under Applicable Laws and does not waive any rights and/or remedies of City.

(c) Relocation of Pipelines. At any time during the term of this Permit, Board shall have the right to make any such change in the route or location of any pipeline constructed or maintained on the Premises by Tenant pursuant to the authority of this Permit as may be required or made necessary for the progress of harbor development or the performance of any work or improvement within the jurisdiction of Board. If Board shall determine that any such change or relocation is necessary, Board shall give at least ninety (90) days' written notice to Tenant and the work of removal and relocation shall be completed within such time after said written notice as shall be fixed in said notice. The cost of any such removal and relocation shall be borne by Tenant. Tenant hereby expressly waives the provisions of the Water Resources Development Act of 1980, and as amended, pertaining to cost allocation for pipeline relocation.

47. Paragraph Headings. Paragraph headings used in the Permit are merely descriptive and not intended to alter the terms and conditions of the paragraphs.

48. Integrated Agreement. It is understood that this Permit supersedes and cancels any and all previous negotiations, arrangements, representations, agreements, negotiations and understandings, if any, between the parties and there are no oral agreements that affect any of the terms of this Permit.

49. Amendments. No provision of this Permit may be amended except by an agreement in writing signed by City and Tenant. Any such modifications are subject to all applicable approval processes set forth in City's Charter, City's Administrative Code, or other applicable law.

50. Governing Law and Venue. This Permit is made and entered into in the State of California and shall in all respects be construed, interpreted, enforced and governed under the laws of the State of California without reference to choice of law rules. Any action or proceeding arising out of or related to this Permit shall be filed and litigated in the state or federal courts located in the County of Los Angeles, State of California.

[SIGNATURE PAGE TO FOLLOW]

DRAFT

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

DATED: \_\_\_\_\_ 2020

By: \_\_\_\_\_  
EUGENE D. SEROKA  
Executive Director

The undersigned Tenant hereby accepts the foregoing Permit and agrees to abide and be bound by and to observe each and every of the terms, conditions and covenants, thereof, including those set forth in the addendum, if any, and excluding those marked as being deleted.

LOS ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM AUTHORITY

DATED: \_\_\_\_\_ 2020

By: \_\_\_\_\_  
SCOTT EDSON  
Executive Director, LA-RICS

Attest: \_\_\_\_\_

\_\_\_\_\_  
(Type/Print Name and Title of Officer)

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_, 2020  
MICHAEL N. FEUER, City Attorney  
JANNA B. SIDLEY, General Manager

By: \_\_\_\_\_  
MINAH PARK, Deputy City Attorney

02/06/20  
Attachments



CITY OF LOS ANGELES HARBOR DEPARTMENT  
Port of Los Angeles

REVOCABLE PERMIT  
POLA2 Site

No. 19-49

The Executive Director of the Harbor Department ("Executive Director") of the City of Los Angeles ("City") hereby grants permission to **THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY** ("Tenant") to occupy and use certain lands and/or waters and/or facilities within the Harbor District owned or under the control of City acting through its Board of Harbor Commissioners ("Board"), subject to the following terms and conditions:

1. Premises. Tenant is permitted to use the lands, which consist of the drawing attached hereto as Exhibit "A" ("Premises"). By mutual agreement of Executive Director and Tenant, land and water not exceeding ten percent (10%) of the Premises granted or 20,000 square feet, whichever is greater, may be permanently added to or deleted from the Premises granted herein without further approval of the Board subject to the following conditions: (1) so long as such change in the Premises is not temporary within the meaning of Tariff Item No. 1035 (or its successor); and (2) if permanent changes in the area of the Premises are made on more than one occasion, the cumulative net change in area may not exceed ten percent (10%) or 20,000 square feet, whichever is greater, of the originally designated Premises. The Executive Director is authorized to execute amendment(s) to this Permit to effect the foregoing adjustments to area of the Premises without further action of the Board.

2. Permitted Use. The Premises shall be used for the sole purpose of operation, maintenance, and repair of a long term evolution ("LTE") communication facility and not for any other use without the prior written consent of Executive Director which approval may be withheld by City in its sole and absolute discretion ("Permitted Use"). Tenant shall not use the Premises in any manner, even if the use is a Permitted Use, that will cause cancellation of any insurance policy covering the Premises or adjacent premises; provided, however, Tenant may, in City's sole discretion, remain if it pays the increase in City's insurance costs caused by its operations. No offensive or refuse matter, or any substance constituting any unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall ever be permitted by Tenant to be or remain, on the Premises, and Tenant shall prevent any such material or matter from being or accumulating upon the Premises. Tenant further agrees not to keep on the Premises or permit to be kept, used, or sold thereon, anything prohibited by any policy of fire insurance covering the Premises or any structure erected thereon.

(a) If, at any time, Tenant's use interferes with Port Police communications, including equipment installed and utilized as of the date of this permit as well as any pending and future new equipment, Tenant, upon notification by City, shall within twelve (12) hours of notification shut down its equipment. If the equipment is not shut down immediately, City shall have the right to shut down the equipment by any means necessary and will not be liable for any damage or costs incurred due to City's action. If relocation of equipment is required, City shall make best efforts to identify a relocation site and if identified, Tenant shall be responsible for all costs associated with relocation.

3. Effective and Termination Dates. Subject to the provisions of Charter Section 245, the effective date of this Revocable Permit ("Permit") shall be effective upon approval by the Harbor Board of Commissioners and execution by the Executive Director ("Effective Date") and shall thereafter be revocable at any time by Tenant or by Executive Director, upon the giving of at least six (6) months' written notice to the other party stating the date upon which this Permit shall terminate ("Termination Date"); provided, however, if this Permit is not terminated prior to the fifth (5<sup>th</sup>) anniversary of the Effective Date, then before such time the Board shall review this Permit regarding its continuation and/or modification. (Termination Date shall also mean the date that the Permit terminates in connection with Tenant's Default under Section 8 and any termination by operation of law or any other reason.) The right

of Executive Director to revoke this Permit is and shall remain unconditional. Neither City, nor any board, officer or employee thereof, shall be liable in any manner to Tenant because of such revocation. Tenant shall commence using the Premises for the Permitted Use within thirty (30) days from the Effective Date.

4. Term. The term of the Agreement shall commence upon full execution of this Agreement ("**Commencement Date**") and shall continue for a term of three (3) years unless this Agreement is sooner terminated either by (a) LA-RICS Authority or (b) Owner pursuant to Section 8 (Default) of this Agreement. Owner and AT&T may also agree that the Option and Land Lease Agreement, as mutually agreed to and executed by and between Owner and AT&T and attached hereto and incorporated herein as Exhibit E, may run concurrently with this Agreement. Owner and LA-RICS Authority mutually agree that LA-RICS Authority may elect, in its sole and absolute discretion, to terminate this Agreement early for convenience at any time and for any reason, including but not limited to LA-RICS Authority's early transfer of the LTE Site to AT&T, following LA-RICS Authority's (30) days' notice of termination as allowed under this Section, and to extent the Option and Land Lease Agreement has not come into effect, Owner and LA-RICS Authority mutually agree that the Option and Land Lease Agreement, shall automatically and immediately succeed this Agreement and shall be in full force and effect immediately upon the termination of this Agreement, and Owner acknowledges that the attached Option and Land Lease Agreement fully sets forth and controls Owner's and AT&T's respective contractual rights and obligations.

5. Monthly Rent / Consideration. Tenant shall pay to City the sum of Zero Dollars (\$0.00) as rental for the use of the Premises. In consideration for use of the Premises, Tenant shall comply with all of the terms and conditions of this Permit. The consideration negotiated with the City will be no less favorable than that granted to any other jurisdiction similarly situated with the City that enters into an agreement with Tenant.

6. Rights-of-Way. This Permit shall at all times be subject to such rights-of-way over, on and/or through the Premises for sewers, pipelines (public or private), conduits, telephone, telecommunications equipment, light, heat or power lines that exist and/or as may from time to time be determined by Board, and shall also be subject to rights-of-way for, among other things, streets and other highways, and for railroads and other means of transportation as shall have been duly established or as shall be reserved herein, and/or other rights-of-ways for equipment access, occupancy and/or other rights reasonably necessary to comply with homeland security or related requirements of federal, state and/or local agencies; and to such rights-of-way as Board requires to drill and explore new or maintain existing oil, gas or mineral wells. This Permit and the Premises shall at all times be subject to all prior exceptions, reservations, grants, easements, leases or licenses of any kind whatsoever as the same appear of record in the Office of the Recorder of Los Angeles County, California, or in the official records of City or any of its various departments and shall also be at all times subject to additional reservations City may reasonably require after the Effective Date, of which Tenant shall receive advance written notice, for which Tenant shall receive no compensation unless otherwise provided.

7. Premises Satisfactory to Tenant/Required Modifications. Tenant has inspected the Premises and agrees that they are suitable for the Permitted Use. No officer or employee of City has made any representation or warranty with respect to the Premises and in entering into this Permit, Tenant agrees it relies only on the provisions of the Permit. Any modification, improvement, or addition to the Premises and any equipment installation or removal required by the Fire Department, Department of Building and Safety, South Coast Air Quality Management District, Regional Water Quality Control Board, U.S. Coast Guard, Environmental Protection Agency, or any other agency in connection with Tenant's operations, shall be constructed, installed, or removed at Tenant's sole expense. Tenant shall obtain a General Permit from the office of the Chief Harbor Engineer, Engineering Division, of the Harbor Department ("Harbor Engineer") and shall comply with the requirements of Section 14 before making any modifications to the Premises.

8. Maintenance and Repair.

(a) Maintenance Performed by Tenant. Tenant at its sole cost and expense, shall keep and maintain the Premises, and all buildings, works and improvements of any kind thereon, in good and substantial repair and condition and shall be responsible for and perform all necessary inspection, maintenance and repair thereof, including preventive maintenance, using materials and workmanship of similar quality to the original improvements. Tenant shall obtain any permits, including but not limited to those issued by City, necessary for such maintenance and repair. Notwithstanding the foregoing, if there are wharf structures present on the Premises, City will maintain at its expense the structural integrity of the wharf structures. The wharf structure for purposes of this section means the beams, girders, subsurface support slabs, bulkheads and prestressed concrete or wood piling, joists, pile caps and timber decking (except as noted below), and any and all mooring dolphins. The wharf structure does not include the paving, the surface condition of timber decking or the fendering system.

(b) Failure to Maintain. If Tenant fails to make any repairs or to perform required maintenance within thirty (30) days after receipt of notice from City to do so, City may, but shall not be obligated to, make such repairs or perform such maintenance at Tenant's expense. Notwithstanding, in an emergency as determined by City (including but not limited to an immediate threat of physical harm to persons and/or material damage to the Premises and/or structural or foundational damage to any improvements thereon), City shall have the right, but not the obligation, to undertake immediate repairs to the Premises and any structures thereon without notice. Tenant shall reimburse City for City's costs (as defined in Section 7(c)) within thirty (30) days after receipt of City's invoice for work performed. If Tenant shall commence such repairs and diligently prosecute the same to completion or shall begin to perform the required maintenance within the thirty (30) day period, City shall refrain from commencing or prosecuting further any repairs or performing any required maintenance until the work has been completed by Tenant. Tenant shall thereafter pay on demand City's costs incurred pursuant to this Section 7(b) prior to Tenant's commencement of repair or maintenance. The making of any repairs or the performance of maintenance by City, which is the responsibility of Tenant, shall in no event be construed as a waiver of the duty or obligation of Tenant to make future repairs or perform required maintenance as herein provided.

(c) City's Costs. "City's costs" for purposes of this Section 7 shall include, in City's sole reasonable discretion, the cost of maintenance or repair or replacement of property neglected, damaged or destroyed by Tenant and/or its contractors, including direct and allocated costs for labor, materials, services, equipment usage, and other indirect or overhead expenses arising from or related to maintenance, repair or replacement work performed by or on behalf of City.

(d) Litter and Debris. Tenant, at its sole cost and expense, shall keep the Premises free and clear of rubbish, debris and litter at all times. Tenant, at its sole cost and expense, further shall keep and maintain the Premises in a safe, clean and sanitary condition in accordance with all applicable federal, state, municipal and other laws, ordinances, rules and regulations.

(e) Fire Protection Systems. All portable fire extinguishers which have been or may be installed on the Premises shall be maintained and repaired by Tenant, at its cost, in an operative condition at all times.

(f) City Inspections. Upon City's request, Tenant shall provide personnel to accompany City's representatives on periodic inspections of the Premises to determine Tenant's compliance with this Agreement. Notwithstanding the foregoing, nothing obligates City to make such determinations and City shall not incur any liability for not making such inspections and determinations.

9. Tenant Default. This LTE Site will be ultimately incorporated into the federal First Responder Network Authority's ("**FirstNet**") National Public Safety Broadband Network ("**NPSBN**") operated by FirstNet's federal contractor, AT&T Corp. and its various wholly owned direct and indirect subsidiaries including New Cingular Wireless PCS, LLC, (collectively, "**AT&T**"), following the receipt of appropriate federal approvals from the Department of Commerce's National Oceanic and Atmospheric Administration Grants Office ("**NOAA Grants Office**") and National Telecommunications and Information Administration ("**NTIA**").

10. Events of Default. The occurrence of any of the following shall constitute a material breach and default by Tenant under this Permit: (1) Tenant's failure to perform any other obligation under this Permit if Tenant fails to cure the failure within thirty (30) days after delivery of written notice of the failure from City to Tenant; (2) Tenant's abandonment of the Premises including but not limited to (i) Tenant's absence from or failure to use the Premises or any substantial portion thereof for three (3) consecutive days (excluding Saturdays, Sundays, and California legal holidays) while in default of any provision of this Permit; or (ii) If Tenant is not in default, Tenant's absence from or failure to use the Premises or any substantial portion thereof for a period of thirty (30) consecutive days unless Tenant, prior to the expiration of any such period of thirty (30) consecutive days, notifies Executive Director in writing that such nonuse is temporary and obtains the written consent of Executive Director to such nonuse; (3) To the extent permitted by law: (i) A general assignment by Tenant or any guarantor of the Permit for the benefit of the creditors without written consent of City; (ii) The filing by or against Tenant, or any guarantor, of any proceeding under an insolvency or bankruptcy law, unless (in the case of an involuntary proceeding) the proceeding is dismissed within sixty (60) days; (iii) The appointment of a trustee or receiver to take possession of all or substantially all the assets of Tenant or any guarantor, unless possession is unconditionally restored to Tenant or that guarantor within thirty (30) days and the trusteeship or receivership is dissolved; (iv) Any execution or other judicially authorized seizure of all or substantially all the assets of Tenant located on the Premises, or of Tenant's interest in this Permit, unless that seizure is discharged within thirty (30) days.

11. City's Remedies. City may pursue any and all remedies at law or in equity including seeking all monetary damages and termination of this Permit. City's remedies are cumulative and not inclusive. Nothing herein shall imply that City's right to revoke or terminate this Permit as provided in Section 3 is limited in any way. All personal property that remains on the Premises after Tenant vacates the Premises and does not remove, shall become the property of City, at City's option.

12. Compliance with Applicable Laws. At all times in its use and occupancy of the Premises and its conduct of operations thereon, Tenant, at Tenant's sole cost and expense, shall comply with all applicable federal, state, county, City or government agency laws, statutes, ordinances, standards, codes (including all building codes) rules, requirements or orders in effect now or hereafter in effect ("Applicable Laws") pertaining to the use or condition of the Premises and/or Tenant's operations and conduct of its business. Applicable Laws shall include, but not be limited to, all environmental laws and regulations in effect now or hereafter in effect including: (a) CERCLA and its implementing regulations; (b) RCRA and its implementing regulations; (c) The federal Clean Water Act (33 U.S.C. Sections 1251-1376, et seq.) and its implementing regulations; (d) The California Porter Cologne Water Quality Control Act (California Water Code, Division 7) and its implementing regulations; (e) The federal Clean Air Act (42 U.S.C. Sections 7401-7601) and its implementing regulations; (f) The California Clean Air Act of 1988 and its implementing regulations; (g) The California Lewis-Presley Air Quality Management Act of 1976 (California Health and Safety Code Section 40400, et. seq.) and its implementing regulations; and (h) Any other applicable federal, state, or local law, regulation, ordinance or requirement (including consent decrees and administrative orders imposing liability or standard of conduct) now or hereinafter in effect which concerns Environmentally Regulated Material (defined below), the Premises and/or Tenant's use and/or occupancy thereof. It is the parties' intent that Tenant will make, at Tenant's sole cost and expense, any and all alterations, improvements, and changes whether structural or nonstructural, that are required by Applicable Laws. In addition, Tenant shall comply immediately with all applicable environmental policies, rules and directives of City's Harbor Department. This Permit shall be construed in accordance with California law.

13. Tenant's Environmental Obligations.

(a) Tenant shall comply with Environmental Permit Conditions set forth in the Notice of Exemption, attached as Exhibit "E."

(b) Tenant shall not cause or permit any Environmentally Regulated Material (defined below) to be generated, brought onto, handled, used, stored, transported from, received or disposed of

(hereinafter sometimes collectively referred to as "handle" or "handled") in or about the Premises except for limited quantities of standard office and janitorial supplies containing chemicals categorized as Environmentally Regulated Material and except as permitted, required or necessary under Section 2, if any. Tenant shall handle all such Environmentally Regulated Material in strict compliance with Applicable Laws in effect during Tenant's occupancy. The term "Environmentally Regulated Material" shall mean (a) any "hazardous substance" as that term is defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") (42 U.S.A. Sections 9601-9675) in its present or successor form; (b) Hazardous waste" as that term is defined in the Resource Conservation and Recovery Act of 1976 ("RCRA") (42 U.S.C. Sections 6901-6992k) in its present or successor form; (c) Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material or substance, within the meaning of any other applicable federal, state, or local law, regulation, ordinance or requirement (including consent decrees and administrative orders imposing liability or standard of conduct concerning any hazardous, dangerous or toxic waste, substance or material, now or hereinafter in effect); (d) Radioactive material, including any source, special nuclear, or byproduct material as defined in 42 U.S.C. Sections 2011-2297g-4 in its present or successor form; (e) Asbestos in any form or condition; (f) Polychlorinated biphenyls ("PCBs") and substances or compound containing PCBs; and (g) Petroleum products.

(c) Tenant shall remediate or cause the remediation of any spill, discharge or release of any Environmental Regulated Material that occurs in, on, under or about the Premises ("Contamination"), whether caused by Tenant or any Assignor (as defined in Section 11.(a), below) or any third-party during Tenant's or Assignor's occupancy, including Contamination of improvements, adjacent harbor waters, soil, sediment, groundwater or air or of adjacent premises (including soil, sediment, groundwater or air) and including Contamination that is a considered a nuisance under Applicable Laws. Remediation shall be to the satisfaction of City, and the requirements of the applicable governmental agencies including the Regional Water Quality Control Board ("RWQCB"), by removing or effecting the removal of all Contamination including but not limited to contaminated soil, water, groundwater, sediment or other material it may place or cause to be placed on site such that no encumbrances, such as deed or land use restrictions, be imposed on the Premises as a result of such Contamination. In fulfilling the obligations under this Section 10.2, Tenant shall also comply with any other conditions reasonably imposed by the City. If Tenant knows or has reasonable cause to believe that Contamination has occurred in, on, under or about the Premises, Tenant shall immediately give written notice to City.

(d) Tenant bears sole responsibility for full compliance with any and all Applicable Laws regarding the use, storage, handling, distribution, processing, and/or disposal of Environmentally Regulated Material including Contamination, regardless of whether the obligation for such compliance or responsibility is placed on the owner of the Premises, on the owner of any improvements on the Premises, on the user of the Premises, or on the user of any improvements on the Premises. For purposes of CERCLA, and any and all other Applicable Laws, Tenant shall be considered the owner and operator. Tenant agrees that any claims, damages, fines or other penalties asserted against or levied on City and/or Tenant as a result of noncompliance with any Applicable Laws shall be the sole responsibility of Tenant and that Tenant shall indemnify and hold City harmless from any and all such claims, damages, fines, penalties, and/or judgments, as well as any costs expended to defend against such claims, damages, fines and penalties and/or judgments, including attorneys' and experts fees. City, at its sole option, may pay such claims, damages, fines, penalties and/or judgments resulting from Tenant's noncompliance with any of the aforementioned authorities, and Tenant shall indemnify and reimburse City for any such payments.

(e) Waste Disposal. In discharging Tenant's obligations under this Permit, if Tenant disposes of any Contamination, within thirty (30) days of Tenant's receipt of original documents, Tenant shall provide City copies of all records, including a copy of each uniform hazardous waste manifest indicating the quantity and type of material being disposed of, the method of transportation of the material to the disposal site and the location of the disposal site. The name of the City of Los Angeles, the Port of Los Angeles or the City's Harbor Department shall not appear on any manifest document as a generator of such material.

(f) Laboratory Testing. In discharging its obligations under this Section, Tenant shall perform any tests using a State of California Department of Health Services certified testing laboratory or other similar laboratory of which City shall approve in writing. By signing this Permit, Tenant hereby irrevocably directs any such laboratory to provide City, upon written request from City, copies of all of its reports, tests results, and data gathered. As used in this Section, "Tenant" includes agents, employees, contractors, subcontractors, and/or invitees of the Tenant.

(g) Survival of Obligations. Except as may be otherwise provided in this Section 10, Tenant's obligations in this Section shall survive the Termination Date of this Permit.

14. Restoration and Surrender of Premises.

(a) Tenant's Restoration Obligations. Subject to Section 11(d), on or before the Termination Date of this Permit, unless otherwise excused in writing by Executive Director, Tenant shall quit and return possession of the Premises to City leaving no Tenant improvements, unless City notifies Tenant otherwise in writing, (but leaving City's improvements, if any) and leaving the Premises in at least as good and usable a condition, acceptable to Executive Director, as the same were in at the time of the first occupation thereof by Tenant, or any transferor to and/or assignor of Tenant (collectively, "Assignor") under this Permit and all other previous permits. The term Assignor shall include any and all entities that occupied the Premises prior to Tenant and actually or purportedly transferred and/or assigned its right of occupancy to Tenant either contractually or under operation of law, including any "Transfer" as defined in Section 17, below, whether or not there was a written assignment and/or approval of the assignment by City. Tenant shall not damage paving installed by City or any unpaved areas regardless of the nature of Tenant's operations on the Premises. If the condition of the Premises is upgraded during the term of this Permit, Tenant shall restore the Premises to the upgraded condition. If City terminates this Permit pursuant to Section 8, Tenant shall still be obligated to restore the Premises as provided in this Section or to pay the cost of restoration if City chooses to perform the work, at City's option, and Tenant shall be required to pay compensation to City as provided in Section 12. In connection with the foregoing, Tenant, at its sole cost and expense, shall restore the Premises (including their soil, groundwater and sediment) such that they will be returned to City: (a) free of Contamination and in at least as good of a condition as the condition prior to the installation of all above- and below-ground works, structures, improvements and pipelines of any kind, (collectively referred to as "Structures") in, on or below the Premises under this Permit and all previous permits. As between City and Tenant, Tenant shall bear sole responsibility for Contamination and any costs related thereto; (b) free of any encumbrances including but not limited to deed or land use restrictions as a result of any Contamination and/or any liens (UCC, federal or state tax or otherwise) on the Premises or on fixtures or equipment, or personal property left on the Premises; (c) free of Structures placed on the Premises by Tenant. If the Premises, at the time of the Effective Date, have been improved by a prior tenant or by both City and a prior tenant, then such Structures which are left on the Premises at Tenant's request or for Tenant's benefit shall also be the responsibility of Tenant except as may be otherwise specified by this Permit; and (d) in a clean, level, graded and compacted condition with no excavations or holes resulting from Structures removed.

(b) Restoration Indemnity. In addition to and not as a substitute for any remedies provided by this Permit or at law or equity, Tenant shall defend, indemnify and hold harmless City from any and all claims and/or causes of action, damages, liabilities, judgments, expenses, penalties, loss of rents, and attorneys' and consultants' fees arising out of or involving: (a) Liens on the Premises, Structures, and/or on fixtures and/or equipment or property left on the Premises following the Termination Date; (b) Orders or enforcement actions pending against or in connection with the Premises, the Permitted Use and/or this Permit; (c) The cleanup of any Contamination and also shall include but not be limited to the cost of investigation, removal, remediation, restoration and/or abatement. The obligations under this Section shall survive the Termination Date of this Permit.

(c) Relocation Assistance. Nothing contained in this Permit shall create any right in Tenant or any sublessees of Tenant for relocation assistance or payment from City upon termination of this Permit (whether by revocation (Section 3) or default (Section 8) or any other reason. Tenant acknowledges and agrees that it shall not be entitled to any relocation assistance or payment pursuant to the provisions of any state or federal law, including Title 1, Division 7, Chapter 16 of the California

Government Code (Sections 7260 et seq.) with respect to any relocation of its business or activities upon the termination of this Permit whether by City, Tenant or pursuant to Section 8 or operation of law.

(d) Demolition of Improvements; Acceptance of Improvements. If Tenant's improvements are not removed on or before the Termination Date, City shall have the right to remove and/or demolish the same at Tenant's cost. In that event, Tenant agrees to pay to City, upon demand, City's costs of any such removal or demolition. Notwithstanding the foregoing, City reserves the right, at its option, to accept any works, buildings or other improvements upon the Premises, including a change in the grade thereof, constructed or altered pursuant to this Section 11 in lieu of restoration of the Premises to their condition prior to such construction or Alteration (defined below).

(e) Site Restoration Plan. Independent of any regulatory agency requirements, upon written request of the Executive Director, Tenant shall submit to City a Site Characterization Work Plan for review and approval. Tenant's Site Characterization Work Plan shall include characterization of adjacent Harbor waters, soil, groundwater, and sediment of the Premises. Following City's approval of Tenant's Site Characterization Work Plan, Tenant shall conduct, at its sole cost and expense, a Site Characterization of the Premises pursuant to the Site Characterization Work Plan approved by City. The Site Characterization of the Premises shall be completed within a period of time specified by the Executive Director in his/her sole reasonable discretion and shall be submitted to City for its review. If in City's sole discretion, the results of such Site Characterization indicate that Contamination has been identified or reasonably suspected in, on under, or about the Premises, Tenant shall provide City at its sole cost and expense, a remediation action plan or soil management plan or other work plan ("Remedial Action Plan") as required by City in a form acceptable to City. Tenant shall demonstrate to the City's satisfaction that Contamination does not exist or that if Contamination exists, Tenant shall handle, store, treat, remove and properly dispose of the Contamination as described in Section 10 pursuant to the Remedial Action and to the satisfaction of City, and the requirements of the applicable governmental agencies including the Regional Water Quality Control Board ("RWQCB").

15. Restoration. Tenant understands and agrees it is responsible for complete restoration of the Premises before the Termination Date, as provided in this Permit and under Applicable Laws, including but not limited to the clean-up of any Contamination caused by Tenant and/or its contractors, in, on or about the Premises. Tenant agrees to provide City a surety bond, in an amount determined by Executive Director, in his or her sole reasonable discretion, to assure removal of Contamination from the Premises at any time City demands such bond.

16. Premises Subject to Tariff. Tenant accepts the Premises and shall undertake the Permitted Use set forth in Section 2 subject to each and every of the terms and conditions provided herein, and to each and every of the rates, terms and conditions of the Tariff, as applicable to Premises and/or the Permitted Use. Tenant represents and warrants that it has received, read and understands the rates, terms and conditions of the Tariff and covenants that, at all times during the term of this Permit, it shall maintain a complete and current Tariff at the address set forth in Section 26 below. Except as otherwise set forth in this Permit, Tenant is contractually bound by all Tariff rates, terms and conditions as if the same were set forth in full herein. City in its sole and absolute discretion shall determine if a conflict exists between a provision of this Permit and a Tariff provision. In the event of such conflict, this Permit shall at all times prevail.

17. Alterations on Premises. Tenant shall not construct on or alter ("Alteration") the Premises, including a change in the grade, without first obtaining City's written approval. Tenant shall submit to City a complete Application for Discretionary Projects that attaches a complete set of drawings, plans and specifications (prepared and stamped by a licensed engineer registered in the State of California) reflecting the proposed Alteration. City's Harbor Engineer shall have the right to reject or order reasonable changes in said drawings, plans and specifications. Tenant, at its own expense, shall obtain all permits necessary for such construction. All construction by Tenant pursuant to this Permit shall be at Tenant's sole expense. Tenant shall keep the Premises free and clear of liens for labor and materials and shall hold City harmless from any responsibility in respect thereto. Tenant shall give written notice to Harbor Engineer, in advance, of the date it will commence any Alteration. Immediately upon the completion of the construction, Tenant shall notify Harbor Engineer of the date of such completion and



shall, within thirty (30) days after such completion, file with Harbor Engineer, in a form acceptable to Harbor Engineer, a set of "as built" plans for such construction.

18. Indemnity. Except as may arise from the sole negligence or willful misconduct of City, Tenant shall at all times relieve, indemnify, protect and save harmless City and any and all of its boards, officers, agents and employees from any and all claims and demands, actions, proceedings, losses, liens, costs and judgments of any kind and nature whatsoever, including cost of litigation (including all actual litigation costs incurred by the City, including but not limited to costs of experts and consultants), for death of or injury to persons or damage to property including property owned by or under the care and custody of City, and for civil fines and penalties, that may arise from or be caused directly or indirectly by:

(a) Any dangerous, hazardous, unsafe or defective condition of, in or on the Premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Premises by Tenant, its officers, agents, employees, sublessees, licensees or invitees;

(b) Any operation conducted upon or any use or occupation of the Premises by Tenant, its officers, agents, employees, sublessees, licensees or invitees under or pursuant to the provisions of this Permit or otherwise;

(c) Any act, omission or negligence of Tenant, its officers, agents, employees, sublessees, licensees or invitees, regardless of whether any act, omission or negligence of City, its officers, agents or employees contributed thereto;

(d) Any failure of Tenant, its officers, agents or employees to comply with any of the terms or conditions of this Permit or any Applicable Laws; or

(e) The conditions, operations, uses, occupations, acts, omissions or negligence referred to in subdivisions (a), (b), (c) and (d) above, existing or conducted upon or arising from the use or occupation by Tenant or its invitees on any other premises within the Harbor District, as defined in the Charter of City.

Tenant also agrees to indemnify City and pay for all damages or loss suffered by City and City's Harbor Department, including, but not limited to, damage to or loss of property, to the extent not insured by City, and loss of City revenue from any source, caused by or arising out of the conditions, operations, uses, occupations, acts, omissions or negligence referred to in this Section. The term "persons" as used in this Section shall include, but not be limited to, officers and employees of Tenant.

Tenant shall also indemnify, defend and hold City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution of the value of the Premises, damages for loss or restriction on use of rentable or useable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Permit term as a result of Contamination caused by Tenant and/or its contractors of the Premises. This indemnification of City by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency because of Contamination present in the soil or groundwater on or under the Premises.

The obligations under this Section shall survive the Termination Date of this Permit and shall apply regardless of the active or passive negligence of City and regardless of whether liability without fault or strict liability is imposed or sought to be imposed on City.

19. Insurance. Tenant shall procure and maintain at its expense and keep in force at all times during the term of this Permit the following insurance:

(a) Commercial General Liability. Commercial general liability insurance, including contractual liability, auto liability and property damage insurance written by an insurance company authorized to do business in the State of California, or approved by the California Department of Insurance as a surplus lines insurer eligible to do business in California, rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if a Best's Rating is not available) with Tenant's normal limits of liability, but not less than One Million Dollars (\$1,000,000) for injury or death to one or more persons out of each accident or occurrence and One Million Dollars (\$1,000,000) for property damage for each accident or occurrence. Tenant shall also procure and maintain at its expense and keep in force at all times during the term of this Permit automobile insurance with limits of liability not less than One Million Dollars (\$1,000,000) covering injuries or death resulting from each accident or claim arising out of any one claim or accident. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Tenant. The retention or self-insurance provided shall provide that any other insurance maintained by City's Harbor Department shall be excess of Tenant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause.

The submitted policy shall, in addition, provide the following coverage either in the original policy or by endorsement substantially as follows:

"Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that City, Board, their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all operations, uses, occupations, acts and activities of the insured under Revocable Permit No. \_\_\_\_, and under any amendments, modifications, extensions or renewals of said Permit regardless of whether such operations, uses, occupations, acts and activities occur on the Premises or elsewhere within the Harbor District;"

"The policy to which this endorsement is attached shall provide a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons to the Risk Manager;"

"The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by City is excess coverage;"

"In the event of one of the named insureds incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the company's limit of liability;" and

"Notice of occurrences or claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's Office."

(b) Automobile Liability Insurance. Tenant or its contractors shall procure and maintain at its expense and keep in force at all times during the term of this Agreement, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Tenant's normal limits of liability but not less than One Million Dollars (\$1,000,000) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days' notice of cancellation for nonpayment of premium, and a 30-days' notice of cancellation for any other reasons.

(c) Workers Compensation. Tenant or its contractors shall secure the payment of compensation to employees injured while performing work or labor necessary for and incidental to performance under this Permit in accordance with Section 3700 of the Labor Code of the State of California. Tenant shall file with the City one of the following: 1) a certificate of consent to self-insure issued by the Director of Industrial Relations, State of California; 2) a certificate of Workers' Compensation insurance issued by an admitted carrier; or 3) an exact copy or duplicate thereof of the policy certified by the Director or the insurer. Such documents shall be filed prior to delivery of premises. Where Tenant has employees who are covered by the United States Longshore and Harbor Workers' Compensation Act, Tenant shall furnish proof of such coverage to the City. It is suggested that Tenant consult its insurance professional of its choosing to determine whether its proposed operation methods will render its employees subject to coverage under such Act. All Workers' Compensation insurance submitted to City shall include an endorsement providing that any carrier paying benefits agrees to waive any right of subrogation it may have against City.

(d) Such insurance procured by Tenant shall include the following features:

(i) Notice of Cancellation. Each insurance policy described above shall provide that it will not be cancelled or reduced in coverage until after City's Risk Manager has been given a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reason.

(ii) Acceptable Evidence and Approval of Insurance. Electronic submission is the required method of submitting Tenant's insurance documents. Track4LA® is the City's online insurance compliance system which is designed to be used by insurance brokers and agents to submit client insurance certificates directly to the City. Tenant's insurance broker or agent shall obtain access to Track4LA® at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on Tenant's behalf.

(iii) Renewal of Policies. Prior to the expiration of each policy, Tenant shall show through submitting to Track4LA® that the policy has been renewed or extended or, if new insurance has been obtained, submit the appropriate proof of insurance to Track4LA®. If Tenant neglects or fails to secure or maintain the required insurance, or if Tenant fails to submit proof of insurance as required above, the City's Harbor Department may, at its option and at the expense of Tenant, obtain such insurance for Tenant.

(iv) Modification of Coverage. Executive Director, at his or her discretion, based upon recommendation of the Risk Manager of City's Harbor Department, may request that Tenant increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to Tenant.

(v) Accident Reports. Tenant shall report in writing to Executive Director within fifteen (15) days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Fifty Thousand Dollars (\$50,000) to property, occurring upon the Premises, or elsewhere within the Harbor District, if Tenant's officers, agents or employees are involved in such an accident or occurrence while undertaking the Permitted Use. Such report shall contain to the extent available: (1) the name and address of the persons involved; (2) a general statement as to the nature and extent of injury or damage; (3) the date and hour of occurrence; (4) the names and addresses of known witnesses; and (5) such other information as may be known to Tenant, its officers or managing agents.

20. No Assignments/Subleases/Transfers.

No transfer of this Permit, or any interest therein or any right or privilege thereunder, regardless of whether accomplished by a separate agreement, sale of stock or assets, merger or consolidation or reorganization by or of Tenant (or any entity that directly or indirectly controls or owns fifty percent (50%))

or more of Tenant), or accomplished in any other manner, whether voluntary or by operation of law, including but not limited to assignment, sublease, transfer, gift, hypothecation or grant of total or partial control, or any encumbrance of this Permit (hereafter collectively referred to as "Transfer"), shall be valid or effective for any purpose. "Transfer" also shall include the involvement of Tenant or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise) whether or not a formal assignment or hypothecation of this Permit or Tenant's assets, which involvement results in a reduction of the net worth of Tenant (defined as the net worth of Tenant, excluding guarantors, established by generally accepted accounting principles) by an amount greater than twenty-five percent (25%) of such net worth as it was represented at the time of the execution of this Permit or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater. For purposes of this Section, the term "by operation of law" includes but is not limited to: (1) the placement of all or substantially all of Tenant's assets in the hands of a receiver or trustee; or (2) a transfer by Tenant for the benefit of creditors; or (3) transfers resulting from the death or incapacity of any individual who is a Tenant or of a general partner of a Tenant.

21. Transfer of Stock. If Tenant is a corporation and more than ten percent (10%) of the outstanding shares of capital stock of Tenant is traded during any calendar year after filing its application for this Permit, Tenant shall notify Executive Director in writing within ten (10) days after the transfer date; provided, however, that this provision shall have no application in the event the stock of Tenant is listed on either the New York Stock Exchange, NASDAQ, or the NYSE Arca Options. If more than twenty-five percent (25%) of the Tenant's stock is transferred, whether by one or by means of successive transfers, regardless of whether Tenant is a publicly or privately held entity, such transfer shall be deemed an assignment within the meaning of the preceding paragraph. Any such transfer shall void this Permit. Such a transfer is agreed to be a breach of this Permit which shall entitle City to evict Tenant on at least seven (7) days' notice.

22. Tenant Name Change. Tenant shall notify City in writing within ten (10) days of making any changes to its name as set forth in the preamble of this Permit and shall provide City with all documents in connection with the change.

23. Signs. Tenant shall not erect or display, or permit to be erected or displayed, on the Premises any signs or advertising matter of any kind without first obtaining the written consent of Executive Director. If Tenant obtains consent, it shall comply with the requirements of Section 14. Tenant shall post, erect and maintain on the Premises such signs as Executive Director may direct.

24. Termination for Misrepresentations. This Permit is granted pursuant to an application filed by Tenant with Board. If the application or any of the attachments thereto contain any misstatement of fact which, in the judgment of Executive Director, affected his or her decision to grant said Permit, Executive Director may terminate this Permit.

25. Possessory Interest. THIS PERMIT MAY CREATE A POSSESSORY INTEREST BY TENANT WHICH MAY BE SUBJECT TO PROPERTY TAXATION. TENANT SHALL PAY ALL SUCH TAXES SO ASSESSED, AND ALL OTHER ASSESSMENTS OF WHATEVER CHARACTER LEVIED UPON ANY INTEREST CREATED BY THIS PERMIT. TENANT SHALL ALSO PAY ALL LICENSE AND PERMIT FEES REQUIRED FOR THE CONDUCT OF ITS OPERATIONS.

26. Utility Charges. Unless otherwise provided for herein, Tenant shall pay all charges for services furnished to the premises or used in connection with its occupancy, including, but not limited to, heat, gas, power, telephone, water, light and janitorial services, and pay all deposits, connection fees, charges and meter rentals required by the supplier of any such service, including City.

27. Termination by Court. If any court having jurisdiction in the matter renders a final decision which prevents the performance by City of any of its obligations under this Permit, then either party hereto may terminate this Permit by written notice, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations) shall thereupon terminate.

28. Conflict of Interest. It is understood and agreed that the parties to this Permit have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees, as well as the Conflict of Interest Code of the Harbor Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Permit. Notwithstanding any other provision of this Permit, it is further understood and agreed that if such a financial interest does exist at the inception of this Permit, City may immediately terminate this Permit by giving written notice thereof.

29. Notice. In all cases where written notice including the service of legal pleadings is to be given under this Permit, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid or delivered to the Permit premises. When so given, such notice shall be effective from the date of mailing. Unless changed by notice in writing from the respective parties, notice to the parties shall be as follows:

To the City: Los Angeles Harbor Department  
P.O. Box 151  
San Pedro, California 90733-0151  
Attention: Executive Director  
Attention: Director of Real Estate

with a copy to: Office of City Attorney—Harbor Department  
425 S. Palos Verdes Street  
San Pedro, California 90731  
Attention: General Counsel

To the Tenant: The Los Angeles Regional Interoperable Communications System Authority  
Scott Edson, Executive Director  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
Telephone No.: (323) 881-8291  
Email: scott.edson@la-rics.org

Network Operations Center (24-hour emergency contact)  
Lieutenant Sven Crongeyer  
Telephone No.: (323) 351-6507

Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law. All notice periods under this Permit refer to calendar days unless otherwise specifically stated.

30. Construction of Agreement. This Permit shall not be construed against the party preparing it and shall be construed without regard to the identity of the person who drafted this Permit.

31. No Waiver. No waiver by either party at any time of any terms or conditions of this Permit shall be a waiver at any subsequent time of the same or any other term or condition. The acceptance of Rent by City shall not be deemed a waiver of any other breach by Tenant of any term or condition of this Permit other than the failure of Tenant to timely make the particular Rent payment so accepted. No breach of a covenant, term or condition of this Permit will be deemed to have been waived by City unless the waiver is in writing and executed by City.

32. Immediate Access to Repair/Maintain Premises. Tenant is aware that the City's Department of Water & Power, other utility, or other maintenance or service from or on behalf of City, may need to service or repair certain facilities on the Premises. If such repair is necessary, Tenant agrees to relocate, at its expense, all of its cargo equipment or personal property to provide such personnel adequate access. Tenant agrees to complete such relocation within twenty-four (24) hours of receiving notice from City except in case of emergency. Tenant agrees neither the department servicing the

Premises nor City shall be responsible for any loss Tenant may suffer as a result of such maintenance or repair.

33. Records and Reports. All books, accounts and other records showing the affairs of Tenant with respect to its business transacted at, upon or over the Premises shall be maintained at the Premises or Tenant's nearest office to the Premises, and may be subject to examination, audit and transcription by Executive Director or any person designated by her; and in the event it becomes necessary to make such examination, audit or transcription at any place other than within fifty (50) miles of the Premises, then all costs and expenses necessary, or incident to such examination, audit or transcription shall be paid by Tenant. These records shall be retained during the term of this Permit so that the records for the four (4) most recent years are available. After this Permit terminates, Tenant shall maintain the records for the four (4) most recent years for at least two (2) years. Upon request in writing by Executive Director or his or her designated representative, Tenant shall furnish a statement of the exact location of all records and the name and telephone number of the custodian of these records. The statement shall be submitted within fifteen (15) days of the request and shall contain such detail and cover such period of time as may be specified in any such request. From time to time Executive Director or designee shall audit Tenants' records and accounts. Information to be provided by Tenant will include, but not be limited to, general ledgers, charts of accounts, subledgers including cash receipts journals, cash disbursement journals, and all original receipts and documents which support the information provided to City.

34. Promotion of Los Angeles Harbor Facilities. Tenant shall in good faith and with all reasonable diligence use its best efforts by suitable advertising and other means to promote the use of the Premises granted by this Permit.

35. Joint and Several Obligations of Tenant. If more than one individual or entity comprises Tenant, the obligations imposed on each individual or entity that comprises Tenant under this Agreement shall be joint and several.

36. Time of the Essence. Time is of the essence in this Permit.

37. Nondiscrimination and Affirmative Action Provisions. Tenant agrees not to discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition. All subcontracts awarded under or pursuant to this Permit shall contain this provision. The applicable provisions of Section 10.8 et seq. of the Los Angeles Administrative Code are set forth in the attached Exhibit "B" and are incorporated herein by this reference.

38. Minority, Women and Other Business Enterprise (MBE/WBE/OBE) Outreach Program. It is the policy of the City to provide minority business enterprises (MBEs), women's business enterprises (WBEs), and all other business enterprises (OBEs) an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. The Tenant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for MBEs, WBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including MBEs, WBEs, and OBEs, have an equal opportunity to compete for and participate in any such participation opportunity which might be presented under this Permit.

39. Service Contractor Worker Retention Policy and Living Wage Policy Requirements. The Board adopted Resolution No. 5771 on January 3, 1999, agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the City's Harbor Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Tenant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this Permit and otherwise pursue legal remedies that may be available.

40. Wage and Earnings Assignment Orders/Notices of Assignments. The Tenant is obligated to fully comply with all applicable state and federal employment reporting requirements for the Tenant and/or its employees. Tenant shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. The Tenant will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§ 5230 et seq. The Tenant will maintain such compliance throughout the term of this Permit.

41. Equal Benefits Policy. The Board adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the City's Harbor Department. Tenant shall comply with the policy wherever applicable. Violation of the policy shall entitle the City to terminate any agreement with Tenant and pursue any and all other legal remedies that may be available. See Exhibit "C."

42. Wilmington Truck Route. It is recognized by both parties that Tenant may not directly control the trucks serving the Premises. However, Tenant will make its best effort to notify truck drivers, truck brokers and trucking companies, that trucks serving the Premises must confine their route to the designated Wilmington Truck Route of Alameda Street and Harry Bridges Boulevard; Figueroa Street from Harry Bridges Boulevard to "C" Street; and Anaheim Street east of Alameda Street. A copy of the Wilmington Truck Route is attached hereto and marked Exhibit "D," which may be modified from time to time at the sole discretion of the Executive Director with written notice to Tenant.

43. Business Tax Registration Certificate. The City of Los Angeles Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This section provides that every person, other than a municipal employee, who engages in business within the City of Los Angeles, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for the City's Harbor Department

44. Supervision of Business Practices. The nature and manner of conducting any and all business activities on the Premises shall be subject to reasonable regulation by Board. In the event such business is not conducted in a reasonable manner as determined by Board, it may direct that corrective action be taken by Tenant or its sublessees to remedy such practices and upon failure to comply therewith within thirty (30) days of Tenant receiving such written notice, Board may declare this Permit terminated.

Pursuant to the provisions of the Los Angeles City Charter and of the tide and submerged land grant, Tenant and its sublessees shall use the Premises in such a manner so that there shall be no discrimination made, authorized or permitted in the rates, tolls, or charges or in the facilities provided for any use or service in connection therewith.

Tenant shall also conduct its business and cause the businesses of its sublessees upon the Premises (if any have been expressly authorized by City in writing) to be conducted in a first-class manner. Tenant shall furnish and maintain a standard of service at least equal to that of the better class of similar businesses providing similar services and facilities in the City of Los Angeles and adjacent communities during the entire term of this Permit.

Board reserves the right to have access to and inspect the schedule of rates and prices for services and facilities performed or provided upon the Premises. In the event that after Tenant has been advised and given a reasonable opportunity to confer with Board and to justify any rate or price challenged by it as unreasonable or noncompensatory, and Board has determined such rate or price to be unreasonable or inappropriate for the services rendered or the facilities provided, such rates or prices shall be modified by Tenant as directed by Board.



45. State Tidelands Act. This Agreement, the Premises and Tenant's use and occupancy thereof shall at all times be subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929, (Stats. 1929, Ch. 651), as amended, and Article VI of the Charter of the City of Los Angeles relating to such lands. Tenant shall not undertake any use of the Premises, even a Permitted Use, which is or will be inconsistent with such limitations, conditions, restrictions and reservations.

46. Pipelines. Tenant shall maintain at Tenant's nearest office to the Premises the as-built drawings that identify the precise position of any pipelines, utilities or improvements of any type Tenant places on the Premises, whether placed above or below ground. Upon twenty-four (24) hours' written notice by Executive Director, Tenant shall undertake at its sole cost and expense whatever measures are reasonably necessary, including subsurface exploration for any pipeline or any other substructure under Tenant's control or servicing Tenant's operation within the Premises granted herein, to precisely locate the position of such items if City considers such as-built drawings insufficient to locate such items. Tenant agrees any work necessary to locate such items or any damage which may result from the location being incorrectly described, whether incurred by Tenant or City, shall be borne exclusively by Tenant. Exploration and preparation of all documentation recording the location of lines or structures shall be completed within the time specified in said notice. The subsurface exploration shall verify the vertical as well as horizontal location of all pipelines and substructures. Documentation reflecting the results of said exploration shall be filed with the Harbor Engineer.

If Tenant neglects, fails or refuses within the time specified in said notice to begin or fails to prosecute diligently to complete the work of locating any pipeline or any other substructure under Tenant's control or servicing Tenant's operation within the Premises granted herein, the City shall have the right to enter onto the Premises and perform the work designated in the notice. All subsurface exploration required by the provisions contained herein whether performed by Tenant or City shall be performed at Tenant's expense. In addition, Tenant agrees to bear the cost of any and all damage of whatever nature caused by any act, omission, or negligence of the City and any and all of its boards, officers, agents, consultants, and employees in the performance of said subsurface exploration as required by this provision. Work performed by City or City's contractors under this provision does not alter Tenant's obligation to maintain the Premises in a safe condition, both during and after completion of the work.

(a) Rules Governing Pipelines. After installation, and in any event for the duration of this Permit, Tenant shall comply with pipeline testing and inspection requirements, as well as the laws and regulations of the Pipeline Code, the Pipeline Safety Act, the California Public Utilities Code, the California Public Utilities Commission regulations for pipelines, the California State Lands Commission Marine Facilities Division ("CSLCIMFD"), the State of California Bureau of Conservation/Division of Oil, Gas, and Geothermal Resources ("DOGGR"), and any other state and/or federal agency not mentioned above, and as required by the California State Fire Marshal ("CSFM") under the Pipelines Safety Act. The City reserves the right to request tests for facilities not under the direct authority of the CSFM, the CSLCIMFD, the DOGGR, the California Public Utilities Commission, and the Federal Office of Pipeline Safety ("FOPS").

(b) Pipeline Tests or Inspections. Upon request by Executive Director, Tenant shall provide the Director of Real Estate of City's Harbor Department and the Director of Environmental Management of City's Harbor Department a master schedule showing dates for pipeline testing and inspection(s) in accordance with the requirements referenced in Section 49.1 above. The master schedule shall include an itemized list with corresponding line item reference numbers for each pipeline covered under the subject Permit, corresponding required test(s) or inspection(s), date(s) of test(s) or inspection(s), method(s) of test(s) or inspection(s), applicable agency, the frequency of required test(s) or inspection(s), and the California State Fire Marshal Line No. and the California State Fire Marshal Test ID No., if applicable. If Tenant's existing pipelines are modified, or new pipelines are added to the Premises, Tenant shall follow the authorization procedure described in Section 49.1 and provide an updated master schedule with any addition or subtraction of pipelines. This shall cover testing or inspection requirements

of all agencies mentioned in Section 49.1, above, as well as any other additional required test(s) or inspection(s).

If Tenant's pipeline test(s) or inspection(s) are approved by the applicable agency requiring or overseeing the test(s) or inspections(s), upon Executive Director's request Tenant shall confirm in writing to the City approval of the test(s) or inspections(s) and/or submit documentation including master schedule reference number for pipeline(s) being reported on, date(s) of test(s) or inspection(s), method(s) of test(s) or inspection(s) and a general non-technical summary of results.

Upon Executive Director's request, Tenant shall submit a summary of its certified test or inspection approval results to the Director of Environmental Management of City's Harbor Department within thirty (30) days after they have been approved by the agencies which required the pipeline testing or inspection(s), and the records of such test(s) shall be retained by Tenant for as long as is required by Applicable Laws, but in any event not less than three (3) years. Records of all tests will be made available for inspection by Executive Director or designee at his or her request.

If Tenant's pipeline test(s) or inspection(s) are disapproved, and/or there are irregularities with Tenant's pipeline test(s) or inspection(s), indicating a leak or other operational deficiency, Tenant shall notify the Director of Environmental Management of City's Harbor Department within three (3) days of disapproval and/or receipt of test(s) or inspection(s) results with a non-technical summary of the results including the circumstances that resulted in the disapproval or test(s)/inspection(s) irregularities as well as all test documentation produced and a description and schedule for implementation of corrective action as directed by the applicable agency requiring or overseeing the test(s) or inspection(s).

City's receipt of any notice and/or documentation regarding any pipeline tests, inspection results, and/or irregularities with Tenant's pipelines does not constitute a waiver of any kind of Tenant's obligations under this Permit or under Applicable Laws and does not waive any rights and/or remedies of City.

(c) Relocation of Pipelines. At any time during the term of this Permit, Board shall have the right to make any such change in the route or location of any pipeline constructed or maintained on the Premises by Tenant pursuant to the authority of this Permit as may be required or made necessary for the progress of harbor development or the performance of any work or improvement within the jurisdiction of Board. If Board shall determine that any such change or relocation is necessary, Board shall give at least ninety (90) days' written notice to Tenant and the work of removal and relocation shall be completed within such time after said written notice as shall be fixed in said notice. The cost of any such removal and relocation shall be borne by Tenant. Tenant hereby expressly waives the provisions of the Water Resources Development Act of 1980, and as amended, pertaining to cost allocation for pipeline relocation.

47. Paragraph Headings. Paragraph headings used in the Permit are merely descriptive and not intended to alter the terms and conditions of the paragraphs.

48. Integrated Agreement. It is understood that this Permit supersedes and cancels any and all previous negotiations, arrangements, representations, agreements, negotiations and understandings, if any, between the parties and there are no oral agreements that affect any of the terms of this Permit.

49. Amendments. No provision of this Permit may be amended except by an agreement in writing signed by City and Tenant. Any such modifications are subject to all applicable approval processes set forth in City's Charter, City's Administrative Code, or other applicable law.

50. Governing Law and Venue. This Permit is made and entered into in the State of California and shall in all respects be construed, interpreted, enforced and governed under the laws of the State of California without reference to choice of law rules. Any action or proceeding arising out of or related to this Permit shall be filed and litigated in the state or federal courts located in the County of Los Angeles, State of California.

[SIGNATURE PAGE TO FOLLOW]

DRAFT

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

DATED: \_\_\_\_\_ 2020

By: \_\_\_\_\_  
EUGENE D. SEROKA  
Executive Director

The undersigned Tenant hereby accepts the foregoing Permit and agrees to abide and be bound by and to observe each and every of the terms, conditions and covenants, thereof, including those set forth in the addendum, if any, and excluding those marked as being deleted.

LOS ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM AUTHORITY

DATED: \_\_\_\_\_ 2020

By: \_\_\_\_\_  
SCOTT EDSON  
Executive Director, LA-RICS

Attest: \_\_\_\_\_

\_\_\_\_\_  
(Type/Print Name and Title of Officer)

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_, 2020  
MICHAEL N. FEUER, City Attorney  
JANNA B. SIDLEY, General Manager

By: \_\_\_\_\_  
MINAH PARK, Deputy City Attorney

02/06/20  
Attachments

## LTE SITE ACCESS AGREEMENT

**THIS LTE SITE ACCESS AGREEMENT ("Agreement")**, is made and entered into in duplicate original this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

**BY AND BETWEEN**

1. **CITY OF CLAREMONT**, hereinafter referred to as "**Owner**"

**AND**

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

### **RECITALS**

**WHEREAS**, LA-RICS Authority 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; and

**WHEREAS**, LA-RICS Authority seeks to continue to build out public safety grade Long Term Evolution ("**LTE**") broadband communication sites ("**LTE Site(s)**") as further defined herein) to add to the Public Safety Broadband Network ("**PSBN**"); and

**WHEREAS**, these LTE Sites will be ultimately incorporated into the federal First Responder Network Authority's ("**FirstNet**") National Public Safety Broadband Network ("**NPSBN**") operated by FirstNet's federal contractor, AT&T Corp. and its various wholly owned direct and indirect subsidiaries including New Cingular Wireless PCS, LLC, (collectively, "**AT&T**"), following the receipt of appropriate federal approvals from the Department of Commerce's National Oceanic and Atmospheric Administration Grants Office ("**NOAA Grants Office**") and National Telecommunications and Information Administration ("**NTIA**"); and

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

**WHEREAS**, LA-RICS Authority has sought from Owner, and Owner desires to license the use of a portion of the Real Property described and depicted on Exhibit A to the LA-RICS Authority for the construction, installation and use as a LTE Site; and

**WHEREAS**, the parties hereto acknowledge that: (a) LA-RICS Authority has retained contractors and vendors ("**LTE Vendors**") to design and construct additional LTE Sites for the PSBN; and (b) FirstNet has retained AT&T (collectively LTE Vendors and AT&T shall be referred to as, the "**First Net Parties**") to design, construct and operate the FirstNet NPSBN of which the LA-RICS Authority's PSBN will be a part; and

**WHEREAS**, LA-RICS Authority is willing to accept and exercise the rights granted by this Agreement for use of a LTE Site(s) located on the Real Property in accordance with the terms and conditions prescribed herein; and

**WHEREAS**, LA-RICS Authority will seek approval from the NOAA Grants Office and/or NTIA to transfer the equipment constructed and installed at the LTE Site(s) once completed to FirstNet's federal contractor, AT&T, for inclusion in the NPSBN; and

**WHEREAS**, if LA-RICS Authority is granted approval from the NOAA Grants Office and/or NTIA to transfer the equipment constructed and installed at the LTE Site(s) to FirstNet's federal contractor, AT&T, for inclusion in the NPSBN, LA-RICS Authority may elect to terminate this Agreement early; and

**WHEREAS**, Owner and AT&T have agreed to terms of access and use of the LTE Site(s) in the event that this federal approval is granted by the NOAA Grants Office and NTIA; and

**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:

3. **LTE SITE**

1.1 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 a portion of the Real Property, together with all necessary space and easements for access and utilities to install and operate an unmanned LTE communication facility, consisting of the parcels of land shown on Exhibit A attached hereto and incorporated herein by this reference (the "**LTE Site**").

1.2 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.

1.3 LA-RICS Authority and/or the LTE Vendors 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 and all Federal, State, and local laws, regulations, permits, and approvals.

1.4 LA-RICS Authority hereby acknowledges the title of the Owner or its successors in the Real Property and covenants and agrees never to assail, contest, or resist said title.

1.5 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 or entities as may be provided by any applicable LA-RICS Authority grant requirements. The LA-RICS Authority may remove any of its own improvements to the Real Property at any time during the term of this Agreement, and Owner hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

#### 4. **PURPOSE AND USE**

2.1 The purpose of this Agreement is to allow the LA-RICS Authority to use the LTE Site for the installation, construction, connection, modification, use, operation, maintenance, repair and upgrade of a LTE communications facility, without limits to (a) the use of any specific technology, (b) changes in technology, (c) the use of specific bands of spectrum or (d) to the use of any specific type of communications equipment, provided LA-RICS Authority will obtain and maintain such permits and licenses required for the construction and operation of its communications equipment and will operate in accordance with all applicable laws and regulations.

2.2 LA-RICS Authority and/or its employees, agents, LTE Vendors, escorted invitees of the LA-RICS Authority, the First Net Parties, and/or other agents of the LA-RICS Authority: (a) shall have the right to install, construct, connect, modify, use, operate, maintain, repair, and upgrade the LA-RICS Authority's communications facility, which may consist of, but shall not be limited to, the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference (such facility, and associated infrastructure, shelters, equipment and related improvements, collectively, the "**LA-RICS Facility**") and other related materials as may be deemed necessary by LA-RICS Authority but which will remain subject to the terms and conditions of this Agreement, and (b) shall be allowed access over, through and across each site comprising the Real Property for ingress to and egress from the applicable LTE Site 24 hours per day, 7 days per week subject to compliance with Owner's policies and procedures for access attached hereto as Exhibit C (Access). Each LTE Site shall be used for the purposes authorized by this Section 2 (Purpose and Use), and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "**Permitted Activities**").

2.3 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 Owner authority shall not include the exercise of any right or power that would interfere with the LA-RICS Facility.

2.4 Notwithstanding any other provision in this Agreement, advance approval of Owner's City of Claremont Manager, or his or her designee, shall be required for any modification to the LTE communications facility, which approval shall not be unreasonably withheld.



## 5. APPROVALS/DESIGN REVIEW

3.1 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 approval. LA-RICS Authority agrees to discuss with Owner the Owner's concerns, if any, regarding the proposed plans and to work in good faith to address such concerns. LA-RICS Authority shall obtain Owner approval prior to implementation of said plans.

3.2 Conceptual site plans for the LTE Site are identified in Exhibit D. Upon the LA-RICS Authority's and Owner's (or Owner's authorized agent's) approval of the final site plan for the LTE Site, such final site plan will be deemed incorporated herein by reference as an update to Exhibit D. Owner agrees that, for ministerial permits, it will approve or deny approval of all plans and specifications within 10 business days of receipt of said plans. Should Owner fail to respond within 10 business days, the plans and specifications shall be deemed denied. LA-RICS Authority shall provide Owner with a notice of work commencement and an estimated time of completion for each LTE Site.

3.3 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 City Building Code requirements, and (ii) will seek only those governmental approvals that would normally apply to the City, 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 LA-RICS Authority shall obtain Owner approval of the LTE Site plan and any alterations to the LTE Site plan in accordance with this Section 3 (Approval/Design Review) and Section 8 (Alterations).

3.4 Should discretionary and/or ministerial permits be required, Owner shall process such permits within its jurisdiction. 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 ("**CEQA**") and/or the National Environmental Policy Act ("**NEPA**"), 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 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.

6. **TERM**

The term of the Agreement shall commence upon full execution of this Agreement ("**Commencement Date**") and shall continue for a term of three (3) years unless this Agreement is sooner terminated pursuant to Section 28 (Default) of this Agreement, by either party. Owner and AT&T may also agree that the Option and Tower Structure License Agreement, as mutually agreed to and executed by and between Owner and AT&T and attached hereto and incorporated herein as Exhibit E, may run concurrently with this Agreement. Owner and LA-RICS Authority mutually agree that LA-RICS Authority may elect, in its sole and absolute discretion, to terminate this Agreement early for convenience at any time and for any reason, including but not limited to LA-RICS Authority's early transfer of the LTE Site to AT&T, following LA-RICS Authority's (30) days' notice of termination as allowed under this Section, and to extent the Option and Tower Structure License Agreement has not come into effect, Owner and LA-RICS Authority mutually agree that the Option and Tower Structure License Agreement, shall automatically and immediately succeed this Agreement and shall be in full force and effect immediately upon the termination of this Agreement, and Owner acknowledges that the attached Option and Tower Structure License Agreement fully sets forth and controls Owner's and AT&T's respective contractual rights and obligations. Notwithstanding the foregoing or any language to the contrary contained herein, this Agreement shall automatically terminate upon the exercise of the Option and Tower Structure License Agreement transferring the LTE Site to AT&T, and immediately thereafter Owner and LA-RICS Authority shall have no further rights, obligations or claims with respect to each other arising from this Agreement, except for those obligations of LA-RICS Authority under this Agreement which are expressly required to survive and continue after the termination or expiration of this Agreement.

7. **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.

8. **CONDITIONS PRECEDENT TO INSTALLATION OR ALTERATIONS OF EQUIPMENT**

6.1 Owner shall have the opportunity to review and approve all project plans and specifications for the LA-RICS Authority's proposed alterations of the equipment comprising the LA-RICS Facility (not including "**like-kind**" replacements) after LA-RICS Authority's initial installation of the LA-RICS Facility on the LTE Site. In addition, Owner shall have the right to inspect said equipment and the LTE Site at any time during and after installation upon not less than twenty-four (24) hours prior written notice to the LA-RICS Authority (except in cases of emergency pursuant to Section 14 hereof (Emergency Access) and, at LA-RICS Authority's option, LA-RICS Authority may choose to have a representative to accompany Owner during any such inspection of or access to a LTE Site.

6.2 The LA-RICS Authority shall not commence installation of equipment or alteration of a LTE Site, or any portion thereof, until the Owner has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Agreement, including without limitation Sections 3 (Approval/Design Review) and 8 (Alterations) hereof. 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. The LA-RICS Authority shall be responsible for notifying Owner and all other relevant parties immediately upon discovery of such omissions and/or errors. The LA-RICS Authority shall not cause or permit any change of any equipment installed by the LA-RICS Authority on the LTE Site including power outputs or changes in the use of frequencies described in Exhibit B (Equipment List) hereto, but not including "like-kind" replacements, until Owner has reviewed and approved such plans and specifications pursuant to Section 3 (Approval/Design Review), this Section 6, and Section 8 (Alterations).

## 9. INSTALLATION

7.1 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 (operated currently or in the future) by the Owner. In addition, 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 Vendors, and/or First Net Party's name, address, telephone number, Federal Communications Commission ("**FCC**") license and frequencies in use. Such identification shall be attached to each component of the LA-RICS Facility in plain view.

7.2 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, 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 by the Owner shall be required to comply with all applicable noninterference rules of the FCC.

7.3 In the event that any third party user at any portion of the Real Property causes interference with LA-RICS Authority's operations, and LA-RICS Authority believes that the third party user has violated the applicable noninterference rules of the FCC, LA-RICS Authority will notify Owner of such interference and alleged violation, and Owner will then notify and require the third-party user to resolve the interference issue and alleged violation.

7.4 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 unreasonably interfere with LA-RICS Authority's operations. LA-RICS Authority and Owner agree to make commercially reasonable efforts to resolve any radio frequency interference issues with equipment, transmission or reception caused by the installation of the Owner Facilities.

7.5 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.

7.6 Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LTE Site, LA-RICS Authority shall provide Owner with a time of completion notice and 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, and the Owner agrees to accept the As-Builts as final, 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 (10) 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.

## 10. **ALTERATIONS**

8.1 Except as set forth in Section 8.2 below, LA-RICS Authority shall make no renovations, alterations or improvements to the LTE Site or the Real Property without Owner's prior approval. Any and all renovations, alterations or improvements to the LTE Site or the Real Property shall be consistent with the authorized use set forth in Section 2 (Purpose and Use) hereof.

8.2 Notwithstanding the foregoing, it is understood and agreed that LA-RICS Authority shall have the right, without Owner consent, to perform alterations or modifications and/or make repairs and replacements to the LA-RICS Facility: (a) of "like-kind" (equipment replacement with equipment of similar dimensions [as determined by Owner in its sole and absolute discretion] at the same location) infrastructure, shelters, equipment, and/or related improvements, or (b) that may be required as a result of FCC rules or regulations, after providing notice to the Owner ("**Immaterial Modifications**"). However, Immaterial Modifications shall not be allowed without Owner's written consent as required by Section 8.3 of this Agreement, where the proposed modifications materially alter the appearance of the LTE Site, LA-RICS Facility, or Real Property as may be determined by the Owner in its sole and absolute discretion. Upon completion of the alteration, modification, or improvement not requiring Owner approval, LA-RICS Authority

agrees to provide an updated As-Built and justification letter explaining the scope of the improvement, and why the improvement was needed.

8.3 Modifications or alterations that do not qualify as Immaterial Modifications are deemed “**Material Modifications.**” Material Modifications shall require the review and approval of Owner, in writing by the Owner’s authorized agent. In that regard, for all Material Modifications LA-RICS Authority agrees: (i) to submit to the Owner, for review and approval, all plans and specifications, working drawings, and other information reasonably required by the Owner covering proposed alterations by LA-RICS Authority to LA-RICS Facility, (ii) to discuss with Owner the Owner's concerns, if any, regarding the proposed alterations, and (iii) to work in good faith to address such concerns. Where approved by Owner, LA-RICS Authority shall ensure that all work to be done by LA-RICS Authority shall be performed in accordance with the plans approved by Owner.

## 11. **MAINTENANCE**

9.1 Owner shall be responsible for the general upkeep, landscaping, lawn-mowing, and related maintenance activities of the Real Property. LA-RICS Authority shall be responsible for the general upkeep, landscaping, lawn-mowing, and related maintenance activities of the LTE Site and shall keep the LTE Site for normal use by Owner and other users. Should Owner determine that LA-RICS Authority has failed to comply with this Section 9.1, following thirty (30) days written notice from Owner, Owner may perform the work and LA-RICS Authority shall pay the cost thereof upon written demand by Owner.

9.2 Aside from the general maintenance requirements described in Section 9.1, LA-RICS Authority shall also be responsible for the timely repair of all damage to the LTE Site or the Real Property caused by the LA-RICS Authority, its employees, agents or business vendors, including without limitation the LTE Vendors. Should LA-RICS Authority fail to promptly make such repairs after thirty (30) days written notice from Owner, Owner may have repairs made and LA-RICS Authority shall pay the cost thereof upon written demand by Owner.

## 12. **CONSTRUCTION STANDARDS**

10.1 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 County of Los Angeles Building Code, and the City of Claremont’s Municipal Code.

10.2 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 Vendors). 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 ten (10) business days after receipt of notice to remove such debris. After the expiration of such ten-business day period, Owner may perform the work and LA-RICS Authority shall pay the cost thereof upon written demand by Owner.

13. **OTHER OPERATIONAL RESPONSIBILITIES**

As applicable, LA-RICS Authority, its LTE Vendors and the First Net Parties shall:

14. (i) Comply with and abide by all applicable rules, regulations and directions of Owner.

15. (ii) At all times hold the rights to build, deploy and operate under the FirstNet NPSBN 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 LTE Site.

16. (iii) 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.

17. (ix) 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 misconduct of the Owner, its agents, employees or contractors.

18. **RELOCATION**

12.1 Owner shall have the right to request relocation of the LA-RICS Facility or any portion thereof on no more than one occasion during the term hereof to another location on the Real Property ("**Alternate Site**"), provided:

19. (i) 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 materially interfere with any portion of the LA-RICS Facility or the LA-RICS Facility's system or equipment;

20. (ii) Owner shall pay all costs incurred by LA-RICS Authority for relocation of LA-RICS Authority's equipment under this Section 12.1 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/or 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 reasonably needed to permit LA-RICS Authority's use of the Alternate Site;

21. (iii) Owner shall give LA-RICS Authority at least six (6) months written notice before requiring relocation; and

22. (ix) LA-RICS Authority's use of the LA-RICS Facility in question will not be materially interrupted and LA-RICS Authority shall be allowed, if necessary, to place temporary equipment on the Real Property during the relocation.

23. 12.2 LA-RICS Authority shall have the right to request relocation of the LA-RICS Facility or any portion thereof to an Alternate Site on the Real Property, provided that:

24. (i) the Alternate Site: (a) is substantially similar to LA-RICS Authority's current LTE Site in size, (b) is compatible with LA-RICS Authority's use pursuant to Section 2 hereof, and (c) does not materially interfere with the use of any portion of the Real Property;

25. (ii) LA-RICS Authority shall pay all costs relating to relocation of LA-RICS Authority's equipment under this Section 12.2 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 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;

26. (iii) LA-RICS Authority shall give Owner at least six (6) months written notice of the requested relocation; requested relocation shall be subject to prior approval by Owner in Owner's sole and absolute discretion.

27. **ACCESS TO LTE SITE**

13.1 Owner hereby grants to the LA-RICS Authority, its member agencies and employees, LTE Vendors, First Net Parties, and their other agents a nonexclusive right to use, at its sole risk, during the term of this Agreement, the route of access which serves the LTE Site ("**Access**"). The LA-RICS Authority, on behalf of itself and its member agencies and employees, LTE Vendors, First Net Parties and other agents, acknowledge and accept the present condition of the Access on an "as is" basis. The LA-RICS Authority shall provide Owner with notice of all of its representatives or agents who are authorized to access the LTE Site pursuant to this Section. LA-RICS Authority shall document the condition of the Access prior to the execution of this Agreement by means of photographs to be provided at LA-RICS Authority's cost.

13.2 LA-RICS Authority acknowledges and agrees that occasions may arise requiring the LA-RICS Authority to share in the cost of cleaning up of mud-slide debris and repairing the Access to its original accessible condition (as documented pursuant to Section 13.01) 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 of

receipt 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. Notwithstanding the foregoing, the LA-RICS Authority's financial burden pursuant to this Section shall not exceed five thousand dollars (\$5,000) per incident. Nothing in this Section requires Owner to clean or repair the Real Property or the LTE Site as a result of a mud-slide.

## **28. EMERGENCY ACCESS BY OWNER**

The Owner and its authorized agents may access the LTE Site at any time for the purpose of performing maintenance, 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 or Real Property, provided that Owner shall endeavor to provide a 24-hour prior notice to LA-RICS Authority and shall access the LTE Site in the presence, if time permits, of an LA-RICS Authority representative, if provided by LA-RICS Authority. Notwithstanding the foregoing, Owner shall not be required to provide notice to LA-RICS Authority prior to entering the LTE Site due to an emergency; provided, however, that 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 of receipt of Owner's written request for Owner's actual costs to correct any deficiency that is corrected by Owner pursuant to this Section.

## **29. RADIO FREQUENCY EMISSIONS/INTERFERENCE**

15.1 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 may occupy portions of the Real Property at the time this Agreement is entered into. LA-RICS Authority shall be responsible for electromagnetic compatibility of LA-RICS Authority's equipment with properly operating within existing FCC requirements existing and future equipment at the Real Property. In the event of any interference with Owner's or Owner's agents, invitees, or other licensees or users who may occupy portions of the Real Property as of the Effective Date of this Agreement, properly operating equipment, LA-RICS Authority will immediately power down to the extent necessary to eliminate the interference or cease operation, transmission or further use of LA-RICS Authority's interfering equipment at the LTE Site upon being notified by Owner of such interference. LA-RICS shall not be able to resume normal operations until the parties agree on a course of action to eliminate or remedy the interference.

15.2 Interference With Public Safety Systems. In the event of any interference with Owner's public safety-related systems, newly installed after the Effective Date of this Agreement, which is caused by LA-RICS Authority's equipment or operations, LA-RICS



Authority will immediately power down to the extent necessary to eliminate the interference or cease operation, transmission or further use of LA-RICS Authority's interfering equipment at the LTE Site upon being notified by Owner of such interference. LA-RICS shall not be able to resume normal operations until the parties agree on a course of action to eliminate or remedy the interference.

15.3 Interference With Non-Public Safety Systems. In the event LA-RICS Authority's operations or equipment cause interference with non-public safety-related systems of Owner or any other duly authorized occupant of the Real Property installed after the Effective Date of this Agreement, written notice of such interference shall be provided to LA-RICS Authority and LA-RICS Authority shall promptly meet with Owner to cooperatively discuss and reach agreement on how such interference will be resolved. 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 unreasonable interference with the existing equipment of LA-RICS Authority.

15.4 Interference During Emergency. If any interference caused by LA-RICS Authority's equipment with Owner's electronic equipment during an emergency incident occurs, the LA-RICS Authority will immediately power down to the extent necessary to eliminate the interference or cease operation, transmission or further use of LA-RICS Authority's interfering equipment at the LTE Site upon being notified by Owner of such interference. LA-RICS Authority shall not be able to resume normal operations until the parties agree on a course of action to eliminate or remedy the interference, or Owner informs LA-RICS Authority that the emergency incident has ended.

15.5 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 other equipment that was installed after the Effective Date. Where LA-RICS Authority's equipment, in combination with other equipment installed on or before the Effective Date of this Agreement, exceed or violates such standards, Owner may instruct LA-RICS Authority to cease, limit, or otherwise alter its operations to mitigate such violations in a timely manner. Where LA-RICS Authority's equipment, in combination with other equipment installed after the Effective Date of this Agreement, 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.

### 30. **UTILITIES**

16.1 LA-RICS Authority shall, at its sole cost and expense, cause the installation of any utility service line 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. LA-RICS Authority shall secure its own metered electrical supply.

16.2 In the event that it is not feasible for LA-RICS Authority to secure its own metered electrical supply, LA-RICS Authority agrees at its own cost and expense, to install at the LTE Sites with wireless revenue grade sub-meters ("**Sub-meters**"), and subscribe to sub-metering monitoring and billing services from an appropriate third party vendor as agreed to by Owner in its sole and absolute discretion. The Sub-meters will be programmed by LA-RICS Authority to send Sub-meter readings to LA-RICS Authority and Owner's designee at Owner's regular designated billing cycles, which shall be at least monthly, and LA-RICS Authority shall pay within thirty (30) days the amounts designated on the bill sent by the third party vendor, which shall be sent monthly. LA-RICS Authority will cause a copy of the bills to also be sent to Owner. LA-RICS Authority shall reimburse Owner for such utility usage at the same rate charged to Owner by the utility service provider, plus any applicable fees or costs to reimburse Owner for costs related to administration and processing of the requirements of this section. LA-RICS Authority further agrees to send bills, invoices and payments to such address and/or agent designated by Owner.

16.3 LA-RICS Authority shall maintain accurate and detailed records of all utility readings, expenses, invoices, payments or credits applicable to LA-RICS Authority's reimbursement obligations hereunder. Within fifteen (15) days after a request from Owner, LA-RICS Authority shall provide Owner with copies of such utility readings and billing records in the form of copies of invoices, contracts and cancelled checks.

16.4 If LA-RICS Authority sub-meters electricity from Owner, Owner agrees to give LA-RICS Authority at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. LA-RICS Authority agrees and recognizes that Owner shall be allowed to terminate said electricity if Owner determines an emergency incident requires the termination of said electricity service. Owner acknowledges that LA-RICS Authority provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in LA-RICS Authority's reasonable determination, Owner agrees to allow LA-RICS Authority the right to bring in a temporary source of power for the duration of the interruption, provided, however, no such temporary source of power may be used where power has been disrupted or shut off due to an emergency incident unless Owner provides written approval to the contrary. Owner will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Owner, of such services to be furnished or supplied by Owner. LA-RICS

Authority is also responsible for recalibration of the Sub-meter in accordance with manufacturer requirements and recommendations, or at least every two (2) years, whichever is shorter, and will maintain records for Owner's review and audit to confirm that such recalibrations were completed.

**31. HOLD HARMLESS AND INDEMNIFICATION**

17.1 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, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with LA-RICS Authority's operations, use of the LTE Site and/or the Real Property, or any of its other services provided or performed pursuant to this Agreement, including, without limitation, any Workers' Compensation suit, liability, or expense, arising from or connected with any services or activities performed on behalf of LA-RICS Authority by any person on the LTE Site and/or the Real Property, including, without limitation, the LTE Vendors.

17.2 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, 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.

**32. INSURANCE**

18.1 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 below program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) with an A.M. Best rating of at least A-VII, and evidence of such programs satisfactory to the Owner's Risk Manager, shall be delivered to [REDACTED] [OWNER TO DESIGNATE] 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 cancellation or non-renewal of required coverage that is not replaced and shall include the Owner as an additional insured (except for the Workers' Compensation Insurance). 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/subcontractor, shall include the Owner as an additional insured.

(i) Commercial General Liability. A program of insurance which shall be primary to and not contributing with any other insurance maintained by Owner, written

on ISO policy form CG 00 01 or its equivalent, and endorsed to include the Owner as an additional insured, and shall include, but not be limited to:

(1) Comprehensive general liability insurance endorsed for Site-operations, products/completed operations, contractual, broad form property damage, and personal injury with a limit of not less than

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Per occurrence	\$1 million

(2) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in LA-RICS Authority's business operations.

33. (ii) Workers Compensation. A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the labor code of the State of California, and which specifically covers all persons providing services on behalf of LA-RICS AUTHORITY and all risks to such persons under the Agreement.

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

34. (iii) Commercial Property Insurance. Such coverage shall:

35. (1) Provide coverage for Owner's property, and any improvements and betterments. This coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), Ordinance or Law Coverage, flood, and Business Interruption equal to two (2) year's annual rent; and

36. (2) Be written for the full replacement cost of the LTE Site and/or Real Property, with a deductible no greater than \$250,000 or 5% of the property value, whichever is less. Insurance proceeds shall be payable to the Owner and LA-RICS Authority as their interests may appear and be utilized for repair and restoration of the LTE Site and/or Real Property. Failure to use such insurance proceeds to timely repair and restore the LTE Site and/or Real Property shall constitute a material breach of the Agreement.

37. (ix) 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 contractors shall provide the following insurance:

38. (1) 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 at minimum the entire value of the construction project at the LTE Site(s), including any Owner furnished materials and equipment, against loss or damage until completion and acceptance by the LA-RICS Authority.

(2) General Liability Insurance. Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, including Owner as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$4 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

The Products/Completed Operations coverage shall continue to be maintained in the amount indicated above for at least two (2) years from the date the Project is completed and accepted by the LA-RICS Authority and the Owner if required.

(3) Automobile Liability. Such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$2 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Such insurance shall cover liability arising out of LA-RICS Authority's or LA-RICS Authority's contractor use of autos pursuant to this lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

(4) 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 or wrongful act and \$2 million aggregate. The

coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.

(5) 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/per employee/per policy limit. 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. To the extent applicable, if the 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.

18.2 Insurer Financial Ratings. Insurance is to be provided by an insurance company with an A.M. Best rating of not less than A:VII, unless otherwise approved by Owner.

18.3 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.

18.4 Notification of Incidents. LA-RICS Authority shall report to Owner any accident or incident relating to activities performed under this Agreement which involves injury 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 seventy-two (72) hours of LA-RICS Authority's knowledge of such occurrence.

18.5 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, LA-RICS Authority shall pay full compensation for all reasonable costs incurred by Owner.

### 39. **FAILURE TO PROCURE INSURANCE**

19.1 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 upon demand.

19.2 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.

#### 40. **TAXES**

20.1 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. If property taxes are levied on the property interest created by this Agreement, LA-RICS shall be responsible for the payment of the property taxes.

20.2 LA-RICS Authority shall pay before delinquency all lawful taxes, 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' use of the LTE Site.

20.3 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 this Agreement.

20.4 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 upon demand. LA-RICS Authority and Owner agree that this is a license and not a lease and no real estate interest is being conveyed herein.

#### 41. **NOTICES**

21.1 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, Suite 100  
Monterey Park, California 91754  
ATTN: Executive Director

With a copy to:

Roberto Saldana, Deputy County Counsel  
Office of the County Counsel  
500 West Temple Street  
Los Angeles, California 90012  
Phone: (213) 974-19481887  
Fax: (213) 613-4751

Email: RSaldana@counsel.lacounty.gov

, or such other place as may hereinafter be designated in writing by LA-RICS Authority.

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

[OWNER TO PROVIDE]

Attn: [OWNER TO PROVIDE]

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

21.3 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.

#### 42. **LA-RICS FACILITY REMOVAL**

22.1 If federal approval from the NOAA Grants Office and/or NTIA of the LTE Facility to AT&T does not occur, the LA-RICS Authority shall remove all of its LA-RICS Facility, personal property, and improvements from the LTE Site and the Real Property and restore the LTE Site and Real Property 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 the term of this Agreement or other approved period as may be agreed to by the parties. If weather conditions or lack of access to the LTE Site renders the timely removal of LA-RICS Authority' 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.

22.2 If federal approval from the NOAA Grants Office and/or NTIA of the LTE Facility to AT&T does not occur, and the 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 of receipt 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.

#### 43. **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.



44. **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.

45. **ASSIGNMENT**

25.1 This Agreement and rights and obligations conveyed to LA-RICS Authority via this Agreement may not be sold, assigned, transferred or sublet by LA-RICS Authority without written consent of Owner, which consent will be at Owner's sole discretion. All such assignments, transfers or sublets will require an Assignment Agreement. 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.

25.2 To effect an assignment or transfer pursuant to this Section 25, 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 sublicensee, assignee, or other transferee;
- (iii) Proposed unredacted instrument of transfer, assignment or sublicense of any or all of its rights hereunder; and
- (iv) Any other information reasonably requested by the OWNER.

25.3 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.

25.4 In the case of an assignment of this Agreement under this Section 25, 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.

25.5 In the case of a sublicense under this Section 25, 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, including the insurance provisions.

25.6 Owner shall have the right, but not the obligation, to lease or license the use of space on LA-RICS Authority's telecommunications pole to third party(ies), if such telecommunications pole is capable of housing such third party(ies), based on terms mutually agreeable to the LA-RICS Authority. Owner shall submit any proposed lease or license to the LA-RICS Authority for review and approval prior to entering into such lease or license. Such proposed instrument shall specifically include: (a) a provision that the lease or license shall comply with and be subject to all of the terms, covenants, and conditions of this Agreement, and (b) a requirement that any third party use of LA-RICS Authority's telecommunications pole shall not interfere with LA-RICS Authority's use of the LA-RICS Facility or its operations. The parties agree that any revenues generated by such third party leases or licenses by Owner shall be retained by Owner, except for a fee in an amount calculated to compensate LA-RICS Authority for the actual costs of its administrative and other costs associated with approval of the lease or license. Owner shall also have the right to use, at gratis cost, space on LA-RICS Authority's telecommunications pole in lieu of leasing or licensing the use of space to third parties, if such telecommunications pole is capable of housing Owner, based on terms mutually agreeable to LA-RICS Authority and Owner.

#### 46. **SUBORDINATION AND NON-DISTURBANCE**

26.1 Owner shall obtain, not later than fifteen (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 LA-RICS Authority being required to subordinate its interest in this Agreement to any future Mortgage covering the Real Property, Owner shall obtain for LA-RICS Authority's benefit a non-disturbance and attornment agreement in a form reasonably satisfactory to LA-RICS Authority and containing at a minimum the terms set forth hereinbelow ("**Non-Disturbance Agreement**"), and shall recognize LA-RICS Authority's right to remain in occupancy of and have access to the LTE Site as long as LA-RICS Authority is not in default of this Agreement beyond the applicable notice and cure periods.

26.2 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.

47. **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.

48. **DEFAULT**

28.1 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 with a courtesy copy to AT&T. 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.

28.2 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 actually incurred in effecting such cure, 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 at the sole cost of LA-RICS Authority.

28.3 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, at which point LA-RICS Authority, shall relinquish possession of the LTE Site and remove all LA-RICS Authority's improvements located thereon at the sole cost of LA-RICS Authority.

#### 49. **WAIVER**

29.1 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.

29.2 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.

#### 50. **HAZARDOUS MATERIALS**

30.1 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.

30.2 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 reasonable attorneys' fees and costs) to the extent arising from the indemnifying party's breach of any agreement contained in this Section.

#### 51. **DAMAGE OR DESTRUCTION**

31.1 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 at its sole expense, 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.

31.2 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.

31.3 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 negligent or wrongful willful acts or omissions.

## **52. 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.

## **53. 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.

## **54. 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 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.

**55. 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.

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

36.1 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.

36.2 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.

36.3 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.

36.4 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.

36.5 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.

36.6 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.

#### **57. 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.

#### **58. 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.

#### **59. PUBLIC RECORDS ACT**

39.1 Any documents submitted by LA-RICS Authority or its agents including without limitation the LTE Vendors 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**"). The Owner shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those marked as "trade secret," "confidential," "proprietary" or other similar designation ("Protected Information"), if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the Owner receives a request for any Protected Information under the Public Records Act, LA-RICS Authority may take any action authorized by law to prevent disclosure of the Protected Information.

39.2 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 the Public Records Act. 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.

## 60. **OTHER TERMS AND CONDITIONS**

40.1 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.

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

40.3 Illegal Activities. LA-RICS Authority shall not permit any illegal activities to be conducted upon the LTE Site.

40.4 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; provided, however, no such restriction shall unreasonably interfere with the use of Real Property.

40.5 Sanitation & Graffiti. 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, including graffiti, shall be permitted or remain on the LTE Site, and LA-RICS Authority shall remove any such offensive, matter, refuse, or substance within ten (10) days written notice.

40.6 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. Owner shall be responsible for securing the Real Property to the extent deemed necessary by Owner in its sole discretion.

## 61. **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 its 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.



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

42.1 LA-RICS Authority shall designate in writing to Owner 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. If the designated Operations Manager is to change, LA-RICS Authority shall provide written notice of such change in a timely manner.

42.2 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.

63. **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).

64. **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.

65. **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.

66. **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.

67. **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.

68. **LOBBYIST**

LA-RICS Authority and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by LA-RICS Authority, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of LA-RICS Authority or any County lobbyist or County lobbying firm retained by LA-RICS Authority to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement.

69. **ENFORCEMENT**

The Owner's City Manager shall be responsible for the enforcement of this Agreement on behalf of Owner and shall be assisted therein by those officers, employees, or committees of Owner having duties in connection with the administration thereof.

70. **SOLICITATION OF CONSIDERATION**

50.1 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.

50.2 LA-RICS Authority 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 at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Agreement being terminated.

**71. ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

LA-RICS Authority acknowledges that the County of Los Angeles places a high priority on the implementation of the Safely Surrendered Baby Law. LA-RICS Authority understands that it is the County's policy to encourage LA-RICS Authority to voluntarily post the Owner's "Safely Surrendered Baby Law" poster in a prominent position at the LA-RICS Authority' place of business, but not the LTE Site or anywhere else on the Real

Property. LA-RICS Authority will also encourage its contractors and subcontractors, if any, to post this poster in a prominent position in the contractor's or subcontractor's place of business. The County's Department of Children and Family Services will supply LA-RICS Authority with the poster to be used. As of the inception of this Agreement, information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

## **72. WARRANTY OF ADHERENCE TO OWNER'S CHILD SUPPORT COMPLIANCE PROGRAM**

52.1 LA-RICS Authority acknowledges that the County has established a goal of ensuring that all LA-RICS Authority's employees are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

52.2 As required by the County's Child Support Compliance Program (Owner Code Chapter 2.200) and without limiting the LA-RICS Authority's duty under this Agreement to comply with all applicable provisions of law, the LA-RICS Authority warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## **73. RECYCLED BOND PAPER**

Consistent with the County's Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, LA-RICS Authority agrees to use recycled-content paper to the maximum extent possible on this Agreement and all documents related thereto.

**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

A California Joint Powers Authority

OWNER:  
Claremont City

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM:

MARY WICKHAM  
COUNTY COUNSEL

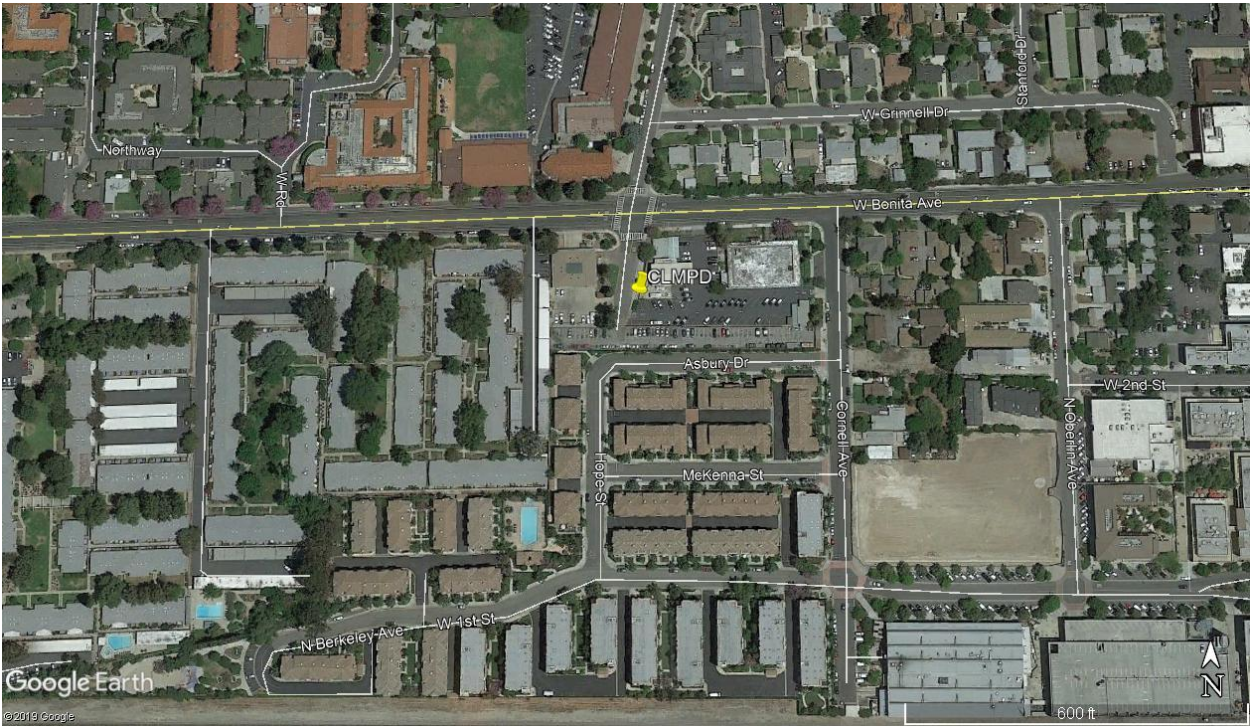
APPROVED AS TO FORM:

By: \_\_\_\_\_  
Roberto Saldana, Deputy

By: \_\_\_\_\_  
[OWNER TO PROVIDE]

DRAFT

# EXHIBIT A SITE DESCRIPTION



**Claremont Police Department LTE2 (CLMPD) Telecommunications Site**  
**570 W Bonita Avenue**  
**Claremont, CA 91711**

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code
CLMPD	Claremont Police Department	City of Claremont	570 Bonita Avenue	Claremont	CA	91711

## EXHIBIT B

### EQUIPMENT LIST

#### Claremont Police Department (CLMPD) Telecommunications Site

New 70' **Monopole** (1)

New **Antenna** (4) per Sector (3) Sectors Total,

New **22Kw Generator** (1) with New **72 Gal. Belly Fuel Tank** (1)

New **Outdoor Equipment Cabinet** (2) on concrete pad

New **Outdoor Battery Cabinet** (2) on concrete pad

New Microwave **Dish** (1),

EXHIBIT C

**ACCESS**

[OWNER TO IDENTIFY ANY ACCESS REQUIREMENTS FOR THE LTE SITE]

DRAFT

EXHIBIT D

**SITE PLAN**

[LA-RICS, ATTACH ANY CONCEPTUAL SITE PLANS]

[FINAL SITE PLANS  
INCORPORATED BY REFERENCE]

DRAFT



**EXHIBIT E**

**OPTION AND TOWER STRUCTURE LEASE  
AGREEMENT**

DRAFT

## COMMUNICATIONS FACILITY GROUND LEASE

THIS COMMUNICATIONS FACILITY GROUND LEASE ("Lease"), effective as of the date of the latter signature below (the "Effective Date") is made by and between the City of Covina, a municipal corporation (hereinafter referred to as "LANDLORD") and **Los Angeles SMSA Limited Partnership, a California limited partnership, d/b/a Verizon Wireless** (hereinafter referred to as "TENANT").

**Section 1. Premises.** LANDLORD hereby agrees to lease to TENANT and TENANT agrees to lease from LANDLORD an approximately **350 square foot area** as defined in EXHIBIT "A" (the "Equipment Space") of the real property located at **451 South Citrus Avenue**, Covina CA 91723 as described in EXHIBIT "B" (the "Property"). LANDLORD also grants to TENANT rights of access, including access for utilities, all as depicted in EXHIBIT B, for construction, ingress and egress, and utility service, seven (7) days a week, twenty-four (24) hours a day, subject to Section 2 below. This Lease is subject to the terms, covenants, and conditions hereinafter set forth, and TENANT covenants, as a material part of the consideration for this Lease, to keep and perform each and every term, covenant, and condition of the Lease. The parties agree to execute a Memorandum of Lease for recording.

**Section 2. Access.** Access to the Property will be controlled by LANDLORD. Following construction, TENANT and its agents will be required to provide LANDLORD 72-hours advanced notice to access the site for non-emergency work Monday through Thursday from 6:00 a.m. to 4:30 p.m. at (626) 384-5220. For all work afterhours, holidays or weekends the TENANT shall contact LANDLORD's after-hour emergency call back telephone number (626-945-6093) and an employee will respond within 90 minutes or sooner for all emergency work access. TENANT agrees to reimburse LANDLORD for its actual costs of providing access to the Property at the fully burdened compensation rate of the employees of LANDLORD who provide TENANT's access, which compensation shall be addition to TENANT's monthly rent and any other moneys TENANT owes to LANDLORD under this Lease.

**Section 3. Term of Lease.**

A. The term of this Lease shall be for FIVE (5) year(s), subject to four (4) extensions, as provided in paragraph Section 3.B below, commencing upon the Effective Date hereof, provided, however, that TENANT's obligations to pay rent hereunder shall commence on the first day of the month during which TENANT is issued a building permit for construction of its facilities upon the Premises, which date shall be deemed the "Commencement Date" and shall be confirmed in writing by the parties.

B. In the event that TENANT shall not be in default in the performance of any term or condition under this Lease (with all cure periods having lapsed), then upon the expiration of the original Lease term, or any prior renewal term(s), upon ninety (90) calendar days prior written notice to LANDLORD, TENANT shall have the option to renew this Lease in THREE (3) separate FIVE (5) year(s) increments to a total of TWENTY (20) year(s), unless terminated as provided in this Lease. During any such renewal period, all of the terms and conditions of this Lease shall remain in full force and effect. Commencing with the first day of the first month of the respective renewal period, the rent for the Premises shall be increased in accordance with the

provisions set forth in Section 5. Said option(s) shall be exercised by personal delivery or by certified mail, postage prepaid, of such notice of exercise of option to LANDLORD at the address set forth herein for notices. Such exercise of the option(s) granted hereunder shall automatically extend the term of this Lease upon the terms and conditions set forth herein, and no further writing need be executed by TENANT or LANDLORD. In the event that any option specified herein is not exercised as provided, within the time period provided, then said option and remaining options, if any, shall expire, and TENANT shall not have any right to renew said Lease.

C. Upon expiration or termination of this Lease, both parties shall be relieved of any further obligations under this Lease, although each shall continue to have available all remedies for any breach of this Lease occurring prior to the date of termination. Within sixty (60) days following the expiration or termination of this Lease, TENANT shall remove its personal property and fixtures, and restore the Premises to its original condition, reasonable wear and tear excepted and further excepting landscaping and related irrigation equipment, or other aesthetic improvements made by TENANT to the Premises.

**Section 4. Administrative Fee.** Subject to the provisions of this Section, and for purposes of offsetting costs to LANDLORD in negotiating and administering this Lease, and not as additional rent, TENANT shall pay LANDLORD, without prior notice or demand by LANDLORD, an administrative fee in the total amount of THIRTY THOUSAND DOLLARS and NO CENTS (\$30,000.00) (the "Administrative Fee"), payable in two separate installments, as follows:

A. TENANT shall pay LANDLORD the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) within thirty (30) days after the Effective Date.

B. TENANT shall pay LANDLORD the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) within thirty (30) days after LANDLORD has issued all building permits necessary and required by LANDLORD in its capacity as a municipal corporation for TENANT to construct its facilities.

In order to facilitate TENANT's payment of the second installment of the Administrative Fee, LANDLORD agrees to provide TENANT documentation that is reasonably necessary for TENANT to make such payment, including by way of example, , a W-9 and Electronic Funds Transfer information; provided that LANDLORD's failure to provide such documentation shall not excuse, waive, or delay TENANT's obligation to pay any part of the Administrative Fee.

**Section 5. Rent.**

A. TENANT agrees to pay to LANDLORD rent, without prior notice or demand by LANDLORD, the sum of THREE THOUSAND DOLLARS and NO CENTS (\$3,000.00) per month beginning the first month during which the Commencement Date occurs. Said rent shall be paid to LANDLORD, without deduction or offset, in lawful money of the United States of America, by electronic transfer or at 125 E. College Street, Covina, California

91723, Attn: Finance Department, or at such other place as LANDLORD may designate in writing.

B. Commencing with the second year of the initial term hereof, rent shall be increased on each anniversary of the Commencement Date by an amount equal to three and one-half percent (3.5%) of the rent for the previous year.

**Section 6. Use.**

A. TENANT shall use the Premises for the sole purpose of constructing, maintaining, securing and operating a communication service facility, including the construction of an equipment building (if needed) and installation of required utilities, antennas and related communications equipment, including telephone equipment, electrical equipment, HVAC systems, temporary power generator, which temporary power generator shall be tested and used for emergency purposes only, fire sprinkler systems, and an antenna tower and support structures, subject to being "stealth" designed as may be required by LANDLORD, all as depicted in the site plan and related drawings approved by LANDLORD, a copy of which is attached hereto as Exhibit "B" and hereby incorporated by reference. Each such antenna or antenna support structure may be configured as required by TENANT, provided TENANT obtains all permits and approvals required by LANDLORD and/or any other public agency having jurisdiction over the matter. No additional equipment or antennas that would be visible to the public may be installed without LANDLORD's prior written consent, but TENANT may replace, repair, add or modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Lease, subject to LANDLORD's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed; provided that LANDLORD shall not be entitled to any additional consideration in connection with the giving of its approval or consent as required herein, excepting the necessary entitlement and permit fees. Furthermore, LANDLORD and TENANT may agree to increase the square footage of real property occupied by TENANT, by no more than ten percent (10%) by letter agreement, subject to TENANT paying additional rent on a pro-rata basis.

B. TENANT and LANDLORD understand and agree that subject to LANDLORD's written consent pursuant to Section 19, TENANT may permit other communications providers to locate on TENANT's communications tower for which TENANT, and LANDLORD for its provision of the underlying real property, shall be entitled reasonable compensation by way of leases negotiated in good faith. Alternatively, and at LANDLORD's option, LANDLORD shall be entitled to increase rent payable to LANDLORD in an amount determined by the parties to be fair and equitable, but in no case greater than 75% of the current rent.

C. TENANT shall install a security fence or wall around the perimeter of the Premises, satisfactory to LANDLORD, excluding any approved access route(s). Construction of TENANT's communications facility shall be at TENANT's sole expense. TENANT shall not cause any hazardous condition at the Premises, and shall otherwise maintain the Premises in a safe, clean and orderly condition. TENANT shall maintain its communication facility in compliance with all applicable laws and regulations.

D. At all times throughout the term of this Lease, TENANT's use of the Premises shall be in conformance with, and subject to all conditions contained in, any and all permits or approvals required by LANDLORD and/or any other agency having jurisdiction over TENANT's operations.

E. LANDLORD agrees that TENANT's ability to use the Premises is dependent upon TENANT's obtaining all necessary certificates, permits and/or other approvals which may be required from any federal, state or local authority. LANDLORD agrees to cooperate with TENANT as to TENANT's obtaining such certificates, permits or other approvals. In the event TENANT is unable to obtain or maintain any necessary certificate, permit or other approval in order to operate its communications facility, or if due to technological changes TENANT, in its sole discretion, determines that it will be unable to use the Premises for TENANT's intended purposes, TENANT may terminate this Lease as provided herein, upon thirty (30) days prior written notice.

F. TENANT shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will cause cancellation of any insurance policy covering the Premises or part thereof or portion of its contents. TENANT agrees to pay any increase in the rate of fire or other insurance policy covering the Premises which is due to TENANT's leasing of the Premises. TENANT shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other parties or injure them or use or allow or permit the Premises to be used for any unlawful purpose. Nor shall TENANT cause, maintain or permit any nuisance in or about the Premises. TENANT shall not commit or suffer to be committed any waste in or upon the Premises.

G. TENANT agrees at all times to maintain its levels of electromagnetic radiation within all applicable standards established by the Federal Communications Commission ("FCC") and/or any other governmental authority having jurisdiction. TENANT agrees at all times to conduct its communication service operations in such a manner so as to not cause interference with any of LANDLORD's existing communications operations. A failure to cure any such interference within five (5) business days of the City's providing written notice of such interference shall constitute a default hereunder. In the event any of TENANT's operations interfere with LANDLORD's emergency communications, LANDLORD may provide telephonic notice to TENANT of such interference and TENANT shall, within twenty-four (24) hours, cease all communications operations on the Premises that interfere with LANDLORD's emergency communications, until the condition causing the interference is remedied to LANDLORD's reasonable satisfaction. LANDLORD agrees that LANDLORD and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the then existing equipment of TENANT. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, TENANT shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

H. In the event Third Party Collocation is reasonably feasible without substantially altering TENANT's structure, TENANT agrees to comply with all the provisions set forth in the Technical Requirements for Third Party Collocation in designing, locating and

operating its transmitting equipment and in reconfiguring or the frequency or operation of such equipment.

**Section 7. Compliance with Law.** TENANT shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any applicable law, statute, ordinance or other governmental rule or regulation now in force or which may hereinafter be enacted or promulgated. Subject to TENANT's right to terminate as provided in paragraph 6.E, TENANT shall, at its sole cost and expense, promptly comply with all applicable laws, statutes, ordinances and other governmental rules, regulations or requirements now in force or which may hereinafter be enacted or promulgated, relating to, or affecting the condition, use or occupancy of the Premises, excluding structural changes or the removal of any hazardous materials not related to or affected by TENANT's improvements and acts. The final, non-appealable judgment of a court of competent jurisdiction or the admission by TENANT in any action against TENANT, whether LANDLORD be a party thereto or not, that TENANT has violated any law, statute, ordinance or any other governmental rule or regulation shall be conclusive of that fact as between LANDLORD and TENANT.

**Section 8. Alterations and Additions.** Other than as expressly required or permitted herein, TENANT shall not make or suffer to be made any alterations, additions or improvements in or to or about the Premises or any part thereof without the prior written consent of LANDLORD. Excepting only the communications related equipment of TENANT, any alterations, additions or improvements in, to or about the Premises, shall on the expiration of this Lease become a part of the realty and belong to LANDLORD and shall be surrendered with the Premises, unless otherwise agreed to by LANDLORD and TENANT. Any alterations, additions or improvements to the Premises desired by TENANT, other than those expressly required or permitted herein, shall require LANDLORD's prior written consent, and shall be made by TENANT at TENANT's sole cost and expense, and any contractor or person selected by TENANT to make the same must first be approved of, in writing, by LANDLORD.

**Section 9. Physical Condition of Premises; Waiver.**

A. By taking possession of the Premises, TENANT shall be deemed to have accepted the Premises as being in good sanitary order, condition and repair. TENANT shall, at TENANT's sole cost and expense, keep the Premises and any part thereof in good condition and repair. LANDLORD shall have no obligation whatsoever to alter, improve or repair the Premises, or any part thereof, and the parties hereto affirm that LANDLORD has made no representations to TENANT respecting the condition of the Premises except as specifically set forth herein. Subject to paragraph 6.A above, TENANT further agrees that is shall submit to LANDLORD, prior to applying for any permits to renovate, reconstruct, improve, alter or in any way modify the Premises, plans and specifications for LANDLORD's approval.

B. LANDLORD shall not be liable for any failure to make any repairs or to perform any maintenance except as specifically provided herein. Except as may otherwise be provided herein, there shall be no abatement of rent and no liability of LANDLORD by reason of any injury to or interference with TENANT's business arising from LANDLORD or TENANT

making of any repairs, alterations or improvements in or to any portion of the Premises or in or to any fixtures, appurtenances and equipment therein. TENANT hereby specifically waives the right to make repairs at LANDLORD's expense under any law, statute or ordinance now or hereafter in effect. Notwithstanding the foregoing, LANDLORD shall not be responsible for any damage to TENANT's equipment or facilities caused by LANDLORD's activities, unless caused by the negligence or willful misconduct of LANDLORD. To the extent required in order for TENANT to operate at the Property as intended, LANDLORD agrees that it shall maintain the Property in compliance with all governmental laws, codes and regulations

C. Except as expressly provided herein, TENANT shall accept possession of the Premises, in an "as is" physical condition with no warranty, express or implied, by LANDLORD as to the condition of the soil, its geology, the presence of known or unknown faults, its suitability for the use intended by the TENANT, any onsite soils contamination or any similar matters. It shall be the sole responsibility and obligation of TENANT to investigate and correct any adverse soil, surface or subsurface conditions of the Premises necessary in order to place the Premises in a condition entirely suitable for the use intended by TENANT and agreed to by LANDLORD as is set forth herein. TENANT shall have the right to enter the Property upon no less than forty-eight (48) hours' notice to conduct tests to determine suitability of the Premises. If determined to be unsuitable for TENANT's purposes, then at TENANT's discretion, TENANT may terminate this Lease on thirty (30) days' notice to LANDLORD and in which case TENANT would have no further obligations under this Lease except as expressly provided otherwise. Notwithstanding the foregoing, LANDLORD represents that to the best of its knowledge, no activities of LANDLORD have resulted in any soils contamination.

D. Except as otherwise provided in this paragraph, TENANT hereby specifically waives any rights TENANT may have against LANDLORD with regard to the condition of the Premises, including, but not limited to, soils, toxic or hazardous materials, fill material, compaction, geologic constraints, and faults.

(1) TENANT also further agrees to indemnify, defend, and hold harmless LANDLORD from and against any and all claims, losses, liabilities, damages, demands, actions, judgments, causes of action, assessments, penalties, costs and expenses (including without limitation, the reasonable fees and disbursements of legal counsel, expert witnesses and accountants) and all foreseeable and unforeseeable consequential damages which might arise or be asserted against LANDLORD, following TENANT's commencement of use of the Premises, as a result of an alleged violation by TENANT of any present or future federal, state or local law (whether under common law, statute, rule, regulation or otherwise) relating to the environment or to any hazardous substance, activity, or material connected with the condition of the Premises, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. §§ 9601 through 9657, inclusive; Transportation of Hazardous Materials and Wastes (HMTA), 49 U.S.C. App. §§ 1801 through 1813, inclusive; the Federal Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6901 through 6992, inclusive; 40 C.F.R. Parts 260 through 271, inclusive; the California Hazardous Substance Account Act (HSAA), California Health and Safety Code §§ 25300 through 25395, inclusive; the California Hazardous Waste Control Act (HWCA), California Health and Safety Code §§ 25100 through 25249, inclusive; the Porter- Cologne Water Quality Control Act, California Water Code §§ 13000 through 13999.16, inclusive; and the Underground Storage Tank Act

(USTA), California Health and Safety Code §§ 24280 through 24299.7, inclusive, all as the same may be amended from time to time. TENANT shall be entitled to be reimbursed by LANDLORD for its documented costs of Claims paid by TENANT as to violations of any of the foregoing statutes, acts, or regulations determined in any final court proceeding, or to LANDLORD's satisfaction, to be attributable to the acts or omissions of LANDLORD. LANDLORD shall reimburse TENANT for those corresponding clean-up costs expended by TENANT for which LANDLORD has agreed in advance and in writing to reimburse TENANT. This environmental indemnity shall survive the expiration or termination of this Lease as to activities taking place or occurring on or about the Premises prior to such expiration or termination.

(2) LANDLORD shall, upon request and at TENANT's cost, provide to TENANT copies of all reports, studies, surveys and other data and information on the Premises which is now available to LANDLORD. LANDLORD represents that it has no information disclosable pursuant to California Health and Safety Code § 25359(a).

**Section 10. Claims Against Premises.** TENANT shall not suffer or permit to be enforced against the Premises, or any part thereof, any mechanic's, materialman's, contractor's or subcontractor's liens arising from, or any claim for any work of construction, repair, restoration, replacement or improvement of or to the Premises on the behalf of TENANT or any other similar claim or demand howsoever the same may arise, but TENANT shall pay or cause to be paid any and all such claims or demands before any action is brought to enforce the same against the Premises. TENANT agrees to indemnify and hold LANDLORD and the Premises free and harmless of all liability for any and all such claims and demands, together with payment of LANDLORD's reasonable attorneys' fees and all costs and expenses in connection therewith.

**Section 11. Utilities.** TENANT shall pay the cost of any and all water, electrical, gas or other utility services utilized by TENANT upon the Premises during the term hereof and shall have such utilities installed underground and maintained at TENANT's sole cost and expense, subject to plans and specifications approved in writing by LANDLORD. LANDLORD shall approve or disapprove of same within fourteen (14) days.

**Section 12. Taxes.** TENANT shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the term hereof upon all of TENANT's possessory interest in and to the Premises, leasehold improvements, equipment, fixtures and personal property located in or about the Premises. TENANT agrees that, without prior demand or notice by LANDLORD, TENANT shall, not less than five (5) days prior to the day upon which any such possessory interest or other such tax is due, provide LANDLORD with proof of payment of such tax.

**Section 13. Holding Over.** If TENANT, with LANDLORD's written consent, remains in possession of the Premises after expiration or termination of the Lease Term, such possession by TENANT shall be deemed to be a month-to-month tenancy, terminable on thirty (30) days' notice given at any time by either party, at a monthly rental equal to one hundred fifty percent (150%) of the Monthly Rent in effect immediately prior to expiration or termination. All provisions of this Lease except those pertaining to Monthly Rent and Lease Term shall apply to the month-to-month tenancy.



**Section 14. Entry by LANDLORD.** TENANT hereby agrees that representatives of the LANDLORD, as designated by LANDLORD's City Manager, shall, during normal business hours, have the right to enter the Premises with a representative of TENANT to inspect and determine if same complies with each and every term and condition of this Lease and with all applicable City, County, State and Federal laws, rules, ordinances and regulations relating to building occupancy and the conduct of TENANT's business, provided LANDLORD gives TENANT no less than forty-eight (48) hours prior written notice. TENANT hereby waives any claim for damages or for any injury or inconvenience to or interference with TENANT's business, any loss of occupancy or quiet enjoyment of the Premises, and any loss occasioned thereby, except to the extent of LANDLORD's or its agents and employees negligence or intentional misconduct. LANDLORD shall at all times have and retain a key with which to unlock, in the event of emergency, any entrances to any perimeter enclosures (fencing, etc.) surrounding TENANT's facilities. It is expressly agreed that LANDLORD shall not have a key to TENANT's facilities, except as provided above, and TENANT expressly waives any and all damages which might occur to TENANT's facilities including, but not limited to, damages arising from fire, vandalism, explosion or earthquake, as a result thereof, except to the extent of LANDLORD's or its agents and employees negligence or intentional misconduct. Any entry to the Premises obtained by LANDLORD, as provided above, shall not, under any circumstances, be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of TENANT from the Premises or any portion thereof.

**Section 15. Default.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by TENANT:

A. Vacating or Abandonment of the Premises by TENANT as provided under California state law;

B. The failure by TENANT to make any payment of rent or any other payment required to be made by TENANT hereunder, as and when due, where such failure shall continue for a period of seven (7) days after mailed written notice thereof by LANDLORD to TENANT, return receipt requested;

C. A failure by TENANT to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by TENANT, other than as described in the preceding paragraph Section 15.A, where such failure shall continue for a period of thirty (30) days after the date of mailing written notice thereof by LANDLORD to TENANT, return receipt requested; provided, however, that if the nature of the default involved does not consist of radio interference, and is such that more than thirty (30) days are reasonably required for its cure, then TENANT shall not be deemed to be in default if TENANT commences such cure within such thirty (30) day period and thereafter diligently prosecutes said cure to completion.

D. The making by TENANT of any general assignment or general arrangement for the benefit of creditors; or the filing by or against TENANT of a petition to have TENANT adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against TENANT, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession

of substantially all of TENANT's assets located in or about the Premises or of TENANT's interest in this Lease, where possession is not restored to TENANT within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of TENANT's assets located in or about the premises or of TENANT's interest in this Lease, where such seizure is not discharged in thirty (30) days.

**Section 16. Remedies in Default.** In the event of any such material default or breach by TENANT, LANDLORD may at any time thereafter and without notice or demand and, without limiting LANDLORD in the exercise of a right or remedy LANDLORD may have by reason of such default or breach:

A. Terminate TENANT's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and TENANT shall immediately surrender possession of the Premises to LANDLORD. In such event, LANDLORD shall be entitled to recover from TENANT all damages incurred by LANDLORD by reason of TENANT's default including, but not limited to, the cost of recovering possession of the Premises, including necessary renovation and alteration of the Premises, for reasonable attorneys' fees and costs, and the amount by which the unpaid rent for the balance of the term, after the time of court award, exceeds the amount of such rental loss for the same period that TENANT proves could be reasonably avoided. Unpaid installments of rent or other sums shall bear interest from due date thereof at the rate of eighteen percent (18%) per annum or at the maximum legal rate then in effect in California, whichever is higher. In the event TENANT shall have abandoned the Premises, LANDLORD shall have the option of (1) taking possession of the Premises and recovering from TENANT the amount specified in this paragraph or (2) proceedings under the remaining paragraphs of this Section 16.

B. Maintain TENANT's right to possession, in which case this Lease shall continue in effect whether or not TENANT shall have abandoned the Premises. In such event, LANDLORD shall be entitled to enforce all of LANDLORD's rights and remedies under this Lease, including the right to recover rent as it becomes due hereunder.

C. Pursue any other remedy now or hereafter available to LANDLORD under the laws or judicial decisions of the State of California. Furthermore, TENANT agrees that no election by LANDLORD as to any rights or remedies available hereunder or under or pursuant to any law or judicial decisions of the State of California shall be binding upon LANDLORD until the time of trial of any such action or proceeding. Notwithstanding the provisions of Section 16.A, above, if an event of default by TENANT occurs, LANDLORD shall not have the right, prior to the termination of this Lease by a court of competent jurisdiction, to re-enter the Premises and/or remove persons or property therefrom.

D. Notwithstanding any provision herein to the contrary, a revocation of any regulatory approval, shall not constitute an electable remedy for purposes of this Section 16.

**Section 17. Eminent Domain.** If more than fifty percent (50%) of the Premises, or such portion of the Premises necessary for TENANT to operate at the Premises as intended, shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, to terminate this Lease, and

LANDLORD shall be entitled to any and all income, rent, award, or any interest therein whatsoever which may be paid or made in connection with such public or quasi-public use or purpose, and TENANT shall have no claim against LANDLORD for the value of any unexpired term of this Lease. However, Tenant may file a separate claim against the condemning authority for moving expenses and/or relocation costs. If either less than or more than fifty percent (50%) of the Premises is taken, and neither party elects to terminate as herein provided, the rental thereafter to be paid shall be equitably reduced.

**Section 18. Offset Statement.** TENANT shall, at any time and from time to time upon not less than twenty (20) days' prior written notice from LANDLORD, execute, acknowledge and deliver to LANDLORD a statement in writing (a) certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to TENANT's knowledge, any uncured defaults on the part of LANDLORD hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of which the Premises are a part.

**Section 19. Assignment and Subletting.**

A. TENANT shall not sublet all or any portion of the Premises to any other party or parties. TENANT shall not assign this Lease or any right hereunder to any other party or parties without first obtaining the written consent of LANDLORD, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment of this Lease without such prior written consent shall be void for all purposes and LANDLORD may, at its option, declare a forfeiture of the same in any manner provided by law.

B. Notwithstanding the foregoing, TENANT may assign this Lease without the consent of LANDLORD to TENANT's principal, subsidiaries of its principal or to any entity which acquires all or substantially all of TENANT's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; provided such assignee executes a document satisfactory to LANDLORD evidencing assignee's consent to be bound by all terms of this Lease.

C. LANDLORD shall not charge TENANT as a condition of approving such document, unless otherwise required by this Lease or law.

**Section 20. Attorney's Fees.** In the event that any action or proceeding is brought by either party to enforce any term or provision of this Lease, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

**Section 21. Fixtures.** All trade fixtures and/or temporary facilities installed in or on the Premises by TENANT may be removed by TENANT at any time during the term of this Lease so long as the same may be removed without permanent damage to the Premises. TENANT shall repair all damage, which may result therefrom to the reasonable satisfaction of LANDLORD.

**Section 22. Indemnification.**

A. To the maximum extent permitted by law, TENANT shall defend, indemnify and hold LANDLORD and each of LANDLORD's elected officials, officers, agents and employees free and harmless from all claims and liabilities for death, personal injury or other damage to persons or property by reason of TENANT's negligence or TENANT's acts or omissions or those of TENANT's employees, contractors, agents, guests or invitees in connection with TENANT's use and occupancy of the Premises, except to the extent caused by Landlord or its employees' or agents' negligent acts or omissions.

B. Nonwaiver of Rights. Indemnitees do not, and shall not, waive any rights that they may possess against TENANT because of the acceptance by LANDLORD, or the deposit with LANDLORD, of any certificate of insurance required pursuant to this Agreement.

C. Waiver of Right of Subrogation. Except as otherwise expressly provided in this Agreement, TENANT, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the TENANT.

D. Survival. The provisions of this Section 22 shall survive the termination of the Agreement and are in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against TENANT shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

### **Section 23. Insurance.**

A. Fire and Extended Coverage - TENANT's Duty to Keep Improvements Insured. Throughout the term hereof, at TENANT's sole cost and expense, TENANT shall keep insured, all improvements located on or appurtenant to the Premises against loss or damage by fire and such other risks as are now or hereafter included in an extended coverage endorsement in common use for such structures, including vandalism and malicious mischief. The amount of insurance shall be the then replacement cost, excluding costs of replacing excavations and foundations but without deduction for depreciation (herein called "full insurable value"). LANDLORD shall not carry any insurance the effect of which would be to reduce the protection or payment to TENANT under any insurance that this Lease obligates TENANT to carry.

B. Commercial General Liability Insurance. Throughout the term hereof, at TENANT's sole cost and expense, TENANT shall keep in full force and effect, for the benefit of TENANT, and including LANDLORD as an additional insured as their interest may appear, commercial general liability insurance in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage and Four Million Dollars (\$4,000,000) general aggregate insuring against claims for bodily injury (including death), or property damage arising from the use, occupancy, disuse, or condition of the Premises.

C. Policy Form, Contents and Insurer. All insurance required by express provision of this Lease shall be carried only in responsible insurance companies licensed, authorized or permitted to do business in the State of California with a current A.M. Best rating

of no less than A-VII. All such policies shall contain language to the effect that (1) the policies are primary and noncontributing with any insurance that may be carried by LANDLORD; (2) any failure by TENANT to comply with reporting or other provisions of the policies including breaches of warranties shall not affect the required coverage; and (3) the required insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. LANDLORD and each of LANDLORD's elected officials, officers and employees are included as an additional insured as their interest may appear under this Agreement or on the general liability policy; TENANT shall furnish LANDLORD with copies of all certificates of insurance and additional insured endorsement(s) evidencing the insurance. TENANT may effect for its own account any insurance not required under this Lease.

D. Failure to Maintain Insurance; Proof of Compliance. TENANT shall deliver to LANDLORD, in the manner required for notices, copies of certificates of insurance and additional insured endorsements as to insurance policies required by this Lease, within the following time limits: (1) For insurance required at the commencement of this Lease, within ten (10) days after execution of this Lease and prior to TENANT's occupancy of the Premises; (2) For insurance becoming required at a later date, within twenty (20) days of the expiration or renewal of such policy.

**Section 24. Authority of Parties.** Each individual executing this Lease on behalf of each party represents and warrants that he or she is fully authorized to execute and deliver this Lease on behalf of such party and that this Lease is binding upon such party in accordance with its terms.

**Section 25. Waiver.** The waiver by LANDLORD of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by LANDLORD shall not be deemed to be a waiver of any preceding breach by TENANT of any term, covenant or condition of this Lease, other than the failure of the TENANT to pay the particular rental so accepted, regardless of LANDLORD's knowledge of such preceding breach at the time of acceptance of such rent.

**Section 26. Time.** Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

**Section 27. Late Charges.** TENANT hereby acknowledges that late payment by TENANT to LANDLORD of rent or other sums due hereunder will cause LANDLORD to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of rent or of a sum due from TENANT shall not be received by LANDLORD or LANDLORD's designee within ten (10) days after written notice that said amount is past due, then TENANT shall pay to LANDLORD a late charge equal to ten percent (10%) of such overdue amount. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that LANDLORD will incur by reason of the late payment by TENANT. Acceptance of such late charges by LANDLORD shall in no event constitute a

waiver of TENANT's default with respect to such overdue amount, nor prevent LANDLORD from exercising any of the other rights and remedies granted hereunder.

**Section 28. Inability to Perform.** This Lease and the obligations of each party hereunder (other than the payment of rent by Tenant) shall not be affected or impaired because such party is unable to fulfill any of obligations hereunder or is delayed in doing so, unless such inability or delay is caused by reason of strike, war, civil insurrection, terrorism, acts of God, or any other cause beyond the reasonable control of such party.

**Section 29. Sale of Premises by LANDLORD.** In the event of any sale or conveyance of the Premises, LANDLORD shall be and hereby is entirely freed and relieved of all liability under any and all of the covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale or conveyance. The purchaser, at such sale or any subsequent sale of the Premises, or other subsequent owner of the Premises, shall be deemed, without any further agreements between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out each and all of the covenants and obligations of LANDLORD under this Lease.

**Section 30. Signs and Lights.** Except as required by any law or regulation, TENANT shall not place any sign upon the Premises without LANDLORD's prior written consent and approval thereof. TENANT shall not illuminate any communications tower or antenna unless required by law or as may be approved in writing by LANDLORD.

**Section 31. Successors.** Subject to the provisions of this Lease with respect to assignment and subletting, each and all of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the successors of the respective parties.

**Section 32. Notices.** Except where otherwise required herein, any notice required or permitted under the terms of this Lease shall be deemed served when personally served on TENANT or LANDLORD or when the same has been placed in the United States mail, postage prepaid and addressed as follows:

If to LANDLORD: City of Covina  
125 E. College Street  
Covina, CA 91723  
Attention: City Manager

If to TENANT: LA-RICS  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
Attn: Executive Director

**Section 33. Execution by LANDLORD Not a Waiver.** TENANT understands and agrees that LANDLORD, by entering into and executing this Lease, shall not have waived any right, duty, privilege, obligation or authority vested in the City of Covina to approve, disapprove or conditionally approve any application which TENANT may be required to make under any

laws, rules, ordinances or regulations now or hereafter in effect which said City may be empowered to apply, including, but not limited to any use permit, wireless permit or approval, whether similar in nature or not.

**Section 34. Entire Agreement.** This Lease contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either party. Each party has relied on its own examination of this Lease, the counsel of its own advisors, and the warranties, representations, and covenants in the Lease itself. The failure or refusal of either party to inspect the Premises or improvements, to read the Lease or other documents or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

**Section 35. Applicable Law and Venue.** Any action brought to enforce any provision of this Lease shall be brought in the Superior Court of the County of Los Angeles, and the same shall be governed, except to the extent within the exclusive jurisdiction of the Federal Communications Commission, by the laws of the State of California.

**Section 36. Termination.** Notwithstanding anything to the contrary contained herein, provided TENANT is not in default hereunder and shall have paid all rents and sums due and payable to the LANDLORD by TENANT, TENANT shall have the right to terminate this Lease upon the annual anniversary of this Lease provided that two (2) month's prior notice is given the LANDLORD. In connection with such termination by TENANT, TENANT shall pay a termination fee equal to the lesser of six (6) monthly installments of annual rent due or the balance of the annual rent due for the remaining term of the Lease.

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Lease hereto effective as of the date last written below.

"LANDLORD"

CITY OF COVINA,  
a municipal corporation

By \_\_\_\_\_

Brian Saeki  
City Manager

ATTEST

By \_\_\_\_\_

Mary Lou Walczak  
City Clerk

APPROVED AS TO CONTENT

By \_\_\_\_\_

Anita Agramonte  
Finance Manager

By \_\_\_\_\_

Danielle Tellez  
Risk Manager

APPROVED AS TO FORM

By \_\_\_\_\_

Candice K. Lee  
City Attorney

"TENANT"

LA-RICS

By Scot Edson, Executive  
Director

By \_\_\_\_\_

(Print)

Title \_\_\_\_\_

(Print)

Sign \_\_\_\_\_

By \_\_\_\_\_

(Print)

Title \_\_\_\_\_

(Print)

Sign \_\_\_\_\_



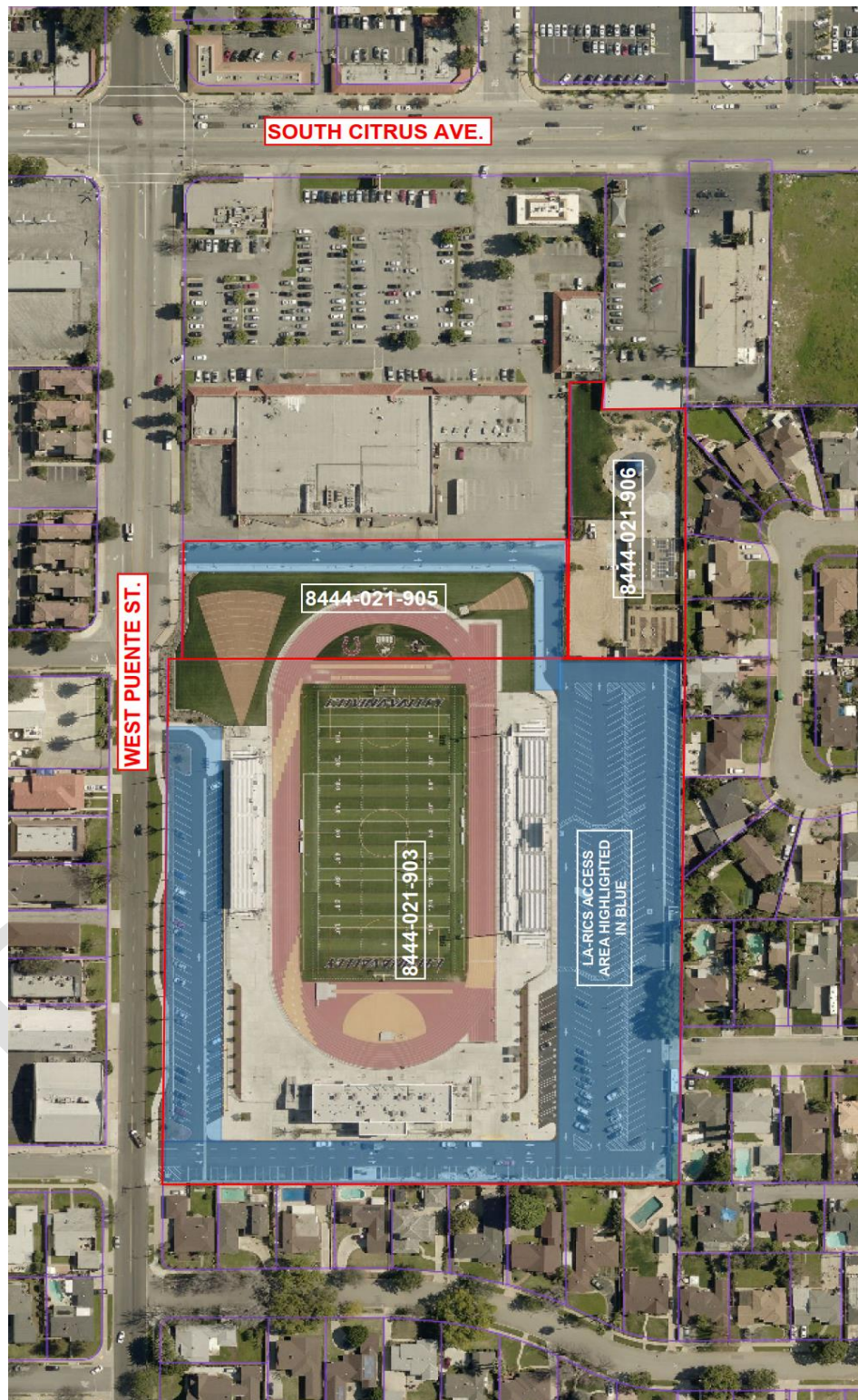
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**451 South Citrus Avenue**

**Covina, CA 91723**

16

Exhibit B  
THE PROPERTY





**SITE ACCESS AGREEMENT  
PORT OF LONG BEACH SITE**

**THIS SITE ACCESS AGREEMENT** ("Agreement"), is made and entered into in duplicate original this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

**BY AND BETWEEN**

**PORT OF LONG BEACH**, a body corporate and politic, hereinafter referred to as "POLB"

**AND**

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

**RECITALS:**

**WHEREAS**, POLB owns certain real property commonly known as Port of Long Beach in the City of Long Beach in California as described on **Exhibit A-1** attached hereto ("Real Property"), which is a portion of Port of Long Beach Assessor Parcel Number ("APN"); XXXX-XXX-XXX.

**WHEREAS**, POLB desires to license the use of a portion of the Real Property to the LA-RICS AUTHORITY for use as a second phase Long Term Evolution ("LTE2") communication site;

**WHEREAS**, the parties hereto acknowledge that: (a) LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LTE2 Vendor") to design, construct, and perform services with respect to a regional interoperable LTE telecommunications system as a part of the LA-RICS; and (b) 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 LTE2 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. **LTE2 SITE**

1.01 POLB hereby licenses to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from POLB on the terms and conditions set forth herein, the use of land within a portion of the Real Property, together with all necessary space and

easements for access and utilities to install and operate an unmanned LTE2 communication facility, consisting of the parcels of land shown on **Exhibit A-2** attached hereto and incorporated herein by this reference (the "LTE2 Site").

1.02 The LA-RICS AUTHORITY acknowledges its personal inspection of the LTE2 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 LTE2 Site in its as-is condition with no duty to investigate, and POLB makes no warranty, express or implied, as to the suitability of the LTE2 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 and/or the LTE2 Vendor may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the LTE2 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 of the POLB 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 LTE2 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 this Agreement, and POLB 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 LTE2 Site for the installation, operation, maintenance, and repair of a LTE2 facility. The LA-RICS AUTHORITY (and/or its member agencies, the LTE2 Vendor and/or other agents): (a) shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS AUTHORITY's LTE2 communications system, which typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements listed on **Exhibit B** (Equipment List) attached hereto and incorporated herein by this reference (such LTE2 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 over, through and across each site comprising the Real Property for ingress to and egress from the applicable LTE2 Site 24 hours per day, 7 days per week without notice. Each LTE2 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 LTE2 Site and/or the Real Property hereunder, including without limitation usage by the LTE2 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 POLB's authority to exercise any right or power concerning the utilization of the Real Property including without limitation the LTE2 Site; provided, however, that such POLB authority shall not include the exercise of any right or power that would interfere with the LA-RICS Facility.

### 3. **APPROVALS/DESIGN REVIEW**

3.01 The LA-RICS AUTHORITY shall furnish and submit to POLB copies of project plans and specifications (along with any other information reasonably requested by POLB) for the LTE2 Site at the 50%, 75%, and 100% stages of design development, for POLB's review and approval. LA-RICS AUTHORITY agrees to discuss with POLB the POLB's concerns, if any, regarding the proposed plans and to work in good faith to address such concerns and obtain POLB approval prior to implementation of said plans.

3.02 Conceptual site plans for the LTE2 Site are identified in Exhibit C. Upon the LA-RICS AUTHORITY's and POLB's (or POLB's authorized agent's) approval of the final site plan for the LTE2 Site, such final site plan will be deemed incorporated herein by reference as an update to Exhibit C. POLB agrees that it will approve or deny approval of all plans and specifications within 10 business days of receipt of said plans and specifications shall be deemed approved. LA-RICS AUTHORITY shall provide POLB with a notice of work commencement and an estimated time of completion for each LTE2 Site.

3.03 POLB 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 POLB of Los Angeles ("POLB") (i.e., the LA-RICS AUTHORITY has adopted the POLB's operating mode). Accordingly, POLB and the LA-RICS AUTHORITY agree that the LA-RICS AUTHORITY (i) will comply with POLB Building Code requirements and (ii) will seek only those governmental approvals that would normally apply to the POLB, 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 POLB is essential to the success of the LA-RICS project and that accordingly all such concerns will be taken into consideration throughout the LTE2 Site plan approval process, as described in this Section 3 and in Section 8.

3.04 LA-RICS AUTHORITY shall be solely responsible for the procurement of all required permits for the use, maintenance, occupancy of the LTE2 Site and for any construction, work or repair of any portion of the LTE2 Site and in particular shall secure and maintain all required AQMD permits with copies of such permits. Any change or alteration to such permits provided shall be subject to review and approval prior to submission to the relevant permitting authority. Should ministerial permits be required, POLB shall expeditiously process such permits within its jurisdiction. To the extent there may be costs associated with POLB's review, such costs will be waived for LA-RICS AUTHORITY. 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 LTE2 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 LTE2 Site will be compatible with the LA-RICS AUTHORITY's engineering specifications and design and operational requirements. POLB 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.

4. **TERM**

The initial term ("Initial Term") of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and shall terminate in three (3) years. .

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. **CONDITIONS PRECEDENT TO INSTALLATION OR ALTERATIONS OF EQUIPMENT**

POLB shall have the opportunity to review and provide input, if any, as to all project plans and specifications for the LA-RICS AUTHORITY's proposed alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements) after LA-RICS AUTHORITY's initial installation of the LA-RICS Facility on the LTE2 Site. In addition, POLB shall have the right to inspect said equipment and the LTE2 Site at any time during and after installation upon not less than twenty-four (24) hours prior written notice to the LA-RICS AUTHORITY (except in cases of emergency pursuant to Section 14 hereof (Emergency Access)) and, at LA-RICS AUTHORITY's option, LA-RICS AUTHORITY may choose to have a representative to accompany POLB during any such inspection of or access to a LTE2 Site. The LA-RICS AUTHORITY shall not commence installation of equipment or alteration of a LTE2 Site, or any portion thereof, until the POLB has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Agreement, including without limitation Sections 3 and 8

hereof. POLB'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. The LA-RICS AUTHORITY shall be responsible for notifying POLB and all other relevant parties immediately upon discovery of such omissions and/or errors. The LA-RICS AUTHORITY shall not cause or permit any change of any equipment installed by the LA-RICS AUTHORITY on a LTE2 Site including power outputs or changes in the use of frequencies described in Exhibit B hereto (Equipment List), but not including "like-kind" replacements, except after POLB has been provided an opportunity to review and approve, such plans and specifications.

## **7. INSTALLATION**

7.01 LA-RICS AUTHORITY shall install the LA-RICS Facility at its own expense and risk as approved by POLB in accordance with the terms hereof, and such installation shall not cause radio frequency interference with equipment, transmission or reception (operated currently or in the future) by the POLB. 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 and/or LTE2 Vendor's name, address, telephone number, Federal Communications Commission ("FCC") license and frequencies in use. Such identification shall be attached to each component of the LA-RICS Facility in plain view.

7.02 LA-RICS AUTHORITY agrees that POLB may grant the use of any unused portion of the Real Property to any third party for the purpose of installing communications transmitting equipment, 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 by the POLB shall be required to comply with all applicable noninterference rules of the FCC.

7.03 POLB reserves the right, at its expense, to install on the Real Property, including without limitation within the LTE2 Site, its own communications shelter, telecommunication equipment, and appropriate tower space for telecommunications and/or microwave (collectively, the "POLB Facilities") so long as the installation of said POLB Facilities does not interfere with LA-RICS AUTHORITY's operations. LA-RICS AUTHORITY and POLB agree to make commercially reasonable efforts to resolve any radio frequency interference issues with equipment, transmission or reception caused by the installation of the POLB Facilities.

7.04 LA-RICS AUTHORITY accepts the LTE2 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 LTE2 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 LTE2 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 LTE2 Site, including any structural upgrades required to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements on the LTE2 Site.

7.05 Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LTE2 Site, LA-RICS AUTHORITY shall provide POLB with a time of completion notice and 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 LTE2 Site in CAD and PDF formats. Upon receipt of the As-Builts by POLB, the As-Builts shall be deemed incorporated herein by reference as updates to Exhibit C (Site Plan). In the event that LA-RICS AUTHORITY fails to deliver the As-Builts as required by this section within ten (10) business days of receipt of written notice, POLB may cause such As-Builts to be prepared on behalf of LA-RICS AUTHORITY and POLB shall assess a fee for such As-Builts, the cost of which shall become immediately due and payable to POLB upon invoice accompanied by supporting documentation of such fee. POLB shall be responsible for completion of and costs associated with As-Builts resulting from any modifications required by POLB.

## **8. ALTERATIONS**

LA-RICS AUTHORITY shall make no renovations, alterations or improvements to the LTE2 Site or the Real Property other than to install, maintain, replace and operate the LA-RICS Facility in accordance with the documentation attached hereto as Exhibits A, B, and C and/or as permitted elsewhere herein, without providing prior written notice to POLB, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2.02 hereof. Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS AUTHORITY shall have the right to make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements without providing notice to the POLB or that may be required as a result of FCC rules or regulations, after providing notice to the POLB. LA-RICS AUTHORITY agrees: (i) to submit to the POLB, for review and approval, all plans and specifications, working drawings, and other information reasonably required by the POLB covering proposed alterations by LA-RICS AUTHORITY, (ii) to discuss with POLB the POLB's concerns, if any, regarding the proposed alterations, and (iii) to work in good faith to address such concerns. All work to be done by LA-RICS AUTHORITY shall be performed in accordance with the plans provided to POLB.



9. **MAINTENANCE**

LA-RICS shall be responsible for maintenance of the portions of the Real Property, occupied by the LTE2 Site, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities. The LTE2 Site shall be kept neat and clean by LA-RICS AUTHORITY. Should LA-RICS AUTHORITY fail to accomplish this, following 30 days written notice from POLB, POLB may perform the work and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by POLB.

LA-RICS AUTHORITY shall be responsible for the timely repair of all damage to the LTE2 Site or the Real Property caused by the negligence or willful misconduct of LA-RICS AUTHORITY, its employees, agents or business vendors, including without limitation the LTE2 Vendor. Should LA-RICS AUTHORITY fail to promptly make such repairs after thirty (30) days written notice from POLB, POLB may have repairs made and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by POLB.

10. **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 Port of Long Beach Building Code.

LA-RICS AUTHORITY shall remove any debris to the extent resulting from maintenance, operation and construction on the LTE2 Site by LA-RICS AUTHORITY, its agents or contractors (including without limitation the LTE2 Vendor). In the event that LA-RICS AUTHORITY fails to remove such debris from the LTE2 Site, POLB shall provide written notice to LA-RICS AUTHORITY and allow LA-RICS AUTHORITY ten (10) business days after receipt of notice to remove such debris. After the expiration of such ten-business day period, POLB shall cause such debris to be removed and invoice LA-RICS AUTHORITY for the cost of said removal.

11. **OTHER OPERATIONAL RESPONSIBILITIES**

11.01 As applicable, LA-RICS AUTHORITY and its LTE2 Vendor shall:

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

(b) At all times hold a valid FCC license for the Permitted Activities and comply with all applicable City and POLB 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 LTE2 Site.

(c) Conduct the Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the Real Property by POLB 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 LTE2 Site, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the POLB, its agents, employees or contractors.

## 12. **RELOCATION**

12.01 POLB shall have the right to request relocation of the LA-RICS Facility or any portion thereof on no more than one occasion during the term hereof to another location on the Real Property ("Alternate Site"), provided:

(a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LTE2 Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not materially interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment;

(b) POLB shall pay all costs incurred by LA-RICS AUTHORITY for relocation of LA-RICS AUTHORITY's equipment from the LTE2 Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LTE2 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) POLB shall give LA-RICS AUTHORITY at least six (6) months written notice before requiring relocation; and

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

12.02 LA-RICS AUTHORITY shall have the right to request relocation of the LA-RICS Facility or any portion thereof to an Alternate Site on the Real Property pursuant to LA-RICS AUTHORITY's obligations under the Spectrum Lease Agreement, provided that:

(a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LTE2 Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not materially interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment;

(b) LA-RICS AUTHORITY shall pay all costs relating to relocation of LA-RICS AUTHORITY's equipment from the LTE2 Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LTE2 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 POLB at least sixty (60) days written notice of the requested relocation; requested relocation shall be subject to prior approval by POLB, such approval not to be unreasonably withheld.

13. **ACCESS TO LTE2 SITE**

13.01 POLB hereby grants to the LA-RICS AUTHORITY, its member agencies, the LTE2 Vendor, and other agents a nonexclusive right to use, at its sole risk, during the term of this Agreement, the access which serves the LTE2 Site ("Access"). The LA-RICS AUTHORITY, on behalf of itself and its member agencies, and the LTE2 Vendor, acknowledge and accept the present condition of the Access on an "as is" basis. The LA-RICS AUTHORITY shall provide POLB with notice of all of its representatives or agents who are authorized to access the LTE2 Site pursuant to this Section. LA-RICS AUTHORITY shall document the condition of the Access prior to the execution of this Agreement by means of photographs to be provided at LA-RICS AUTHORITY's cost.

13.02 LA-RICS AUTHORITY acknowledges and agrees that occasions may arise requiring the LA-RICS AUTHORITY to share in the cost of cleaning up of mud-slide debris and repairing the Access to its original accessible condition (as documented pursuant to Section 13.01) 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 of receipt of an invoice from POLB 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 POLB upon at least thirty (30) days' notice. Notwithstanding the foregoing, the LA-RICS AUTHORITY's financial burden pursuant to this Section shall not exceed five thousand dollars (\$5,000) per incident, provided that LA-RICS AUTHORITY shall pay the full cost of any damage to the Access to the extent caused by LA-RICS AUTHORITY, its employees, agents or vendors, including without limitation the LTE2 Vendor.

14. **EMERGENCY ACCESS BY POLB**

The POLB and its authorized agents may access the LTE2 Site at any time for the purpose of performing maintenance, inspection and/or for making emergency improvements or repairs to the LTE2 Site or to interrupt or terminate LA-RICS AUTHORITY's transmission(s) from the LTE2 Site should LA-RICS AUTHORITY be

unable or unwilling to respond to POLB's request to take immediate action to correct any deficiency which threatens POLB's operation on the LTE2 Site, provided that POLB shall endeavor to provide a 24-hour prior notice to LA-RICS AUTHORITY and shall access the LTE2 Site in the presence, if possible, of an LA-RICS AUTHORITY representative, if provided by LA-RICS AUTHORITY. Notwithstanding the foregoing, POLB shall not be required to provide notice to LA-RICS AUTHORITY prior to entering the LTE2 Site due to an emergency; provided, however, that under no circumstance shall the POLB access LA-RICS AUTHORITY's equipment cabinets. POLB shall use its best efforts to minimize any inconvenience or disturbance to LA-RICS AUTHORITY when entering the LTE2 Site. LA-RICS AUTHORITY shall reimburse POLB within thirty (30) days of receipt of POLB's written request for POLB's actual costs to correct any deficiency that is corrected by POLB POLB pursuant to this Section.

## **15. RADIO FREQUENCY EMISSIONS/INTERFERENCE**

**15.01 No Interference.** LA-RICS AUTHORITY shall not use the LTE2 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 POLB or POLB's agents, invitees or other licensees or users who may occupy portions of the Real Property at the time this Agreement is entered into. LA-RICS AUTHORITY shall be responsible for electromagnetic compatibility of LA-RICS AUTHORITY's equipment with existing and future equipment at the Real Property. LA-RICS AUTHORITY shall conform to any applicable POLB's Radio Site Management, including without limitation the requirement of submitting radio system installation plans for approval.

**15.02 Interference With Public Safety Systems.** In the event of any interference with POLB's Sheriff or Fire Department, Public Works, CWIRS, Paramedic or LANet systems, or any future public safety-related systems, which is caused by LA-RICS AUTHORITY's equipment or operations, LA-RICS AUTHORITY shall be immediately notified by POLB of such interference. Following such notification, the parties will meet promptly to cooperatively discuss and reach agreement on how such interference will be resolved.

**15.03 Interference With Non-Public Safety Systems.** In the event LA-RICS AUTHORITY's operations or equipment cause interference with non-public safety-related systems of POLB or any other duly authorized occupant of the Real Property, written notice of such interference shall be provided to LA-RICS AUTHORITY and LA-RICS AUTHORITY promptly meet with POLB to cooperatively discuss and reach agreement on how such interference will be resolved. POLB agrees that POLB 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.

**15.04 Interference During Emergency.** If any measurable interference caused by LA-RICS AUTHORITY's equipment with POLB'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.

**15.05 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 LTE2 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 POLB and with other relevant parties to mitigate such violations in a timely manner.

**16. UTILITIES**

LA-RICS AUTHORITY shall, at its sole cost and expense, cause the installation of any utility service line 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 LTE2 Site. If such installation is not feasible, as determined by POLB, LA-RICS AUTHORITY acknowledges and agrees that LA-RICS AUTHORITY nonetheless shall be responsible for any all costs of utilities used by LA-RICS AUTHORITY, which costs will be invoiced by POLB and paid by LA-RICS AUTHORITY within thirty (30) days of its receipt of such invoice.

**17. HOLD HARMLESS AND INDEMNIFICATION**

LA-RICS AUTHORITY agrees to indemnify, defend, save and hold harmless POLB and its Special Districts, 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, 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, without limitation, any Workers' Compensation 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 LTE2 Vendor.

POLB 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, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with the negligence or willful misconduct of POLB and/or its agents, elected and appointed officers, employees, and contractors in connection with the performance of POLB's obligations hereunder.

## 18. **INSURANCE**

18.01 Without limiting LA-RICS AUTHORITY's obligations to POLB, 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 POLB's Risk Manager, and evidence of such programs satisfactory to the POLB Risk Manager, shall be delivered to the POLB, Real Estate Division, on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that POLB 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 POLB 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/subcontractor, shall name the POLB as an additional insured.

(a) **General Liability.** A program of insurance which shall be primary to and not contributing with any other insurance maintained by POLB, written on ISO policy form CG 00 01 or its equivalent, and endorsed to name the POLB as an additional insured, and shall include, but not be limited to:

(1) Comprehensive general liability insurance endorsed for Site-operations, products/completed operations, contractual, broad form property damage, and personal injury with a limit of not less than

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Per occurrence	\$1 million

(2) **Automobile Liability insurance** (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident,

and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in LA-RICS AUTHORITY's business operations.

(b) Workers Compensation. A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the labor code of the State of California, and which specifically covers all persons providing services on behalf of LA-RICS AUTHORITY and all risks to such persons under the Agreement.

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

(c) **Commercial Property Insurance.** Such coverage shall:

- Provide coverage for POLB's property, and any improvements and betterments; This coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), Ordinance or Law Coverage, flood, and Business Interruption equal to two (2) years annual rent;
- Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value whichever is less. Insurance proceeds shall be payable to the POLB and LA-RICS AUTHORITY as their interests may appear and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the Agreement.

(d) **Construction Insurance.** If major construction work is performed by LA-RICS AUTHORITY during the term of this Lease (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. POLB 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 POLB

furnished materials and equipment, against loss or damage until completion and acceptance by the LA-RICS AUTHORITY and the POLB if required.

- **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, naming POLB as an additional insured, with limits of not less than

General Aggregate:	\$50 million
Products/Completed Operations Aggregate:	\$50 million
Personal and Advertising Injury:	\$25 million
Each Occurrence:	\$25 million

The Products/Completed Operations coverage shall continue to be maintained in the amount indicated above for at least two (2) years from the date the Project is completed and accepted by the LA-RICS AUTHORITY and the POLB if required.

- **Automobile Liability.** such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$5 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. such insurance shall cover liability arising out of LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor use of autos pursuant to this lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- **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 \$5 million per claim and \$10 million 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 POLB 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 POLB as the Alternate Employer, and the endorsement form



shall be modified to provide that POLB will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

18.02 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to POLB with an A.M. Best rating of not less than A:VII, unless otherwise approved by POLB.

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

18.04 Notification of Incidents. LA-RICS AUTHORITY shall report to POLB any accident or incident relating to activities performed under this Agreement which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against LA-RICS AUTHORITY and/or POLB. Such report shall be made in writing within seventy-two (72) hours of LA-RICS AUTHORITY's knowledge of such occurrence.

18.05 Compensation for POLB 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 POLB, LA-RICS AUTHORITY shall pay full compensation for all reasonable costs incurred by POLB.

19. **FAILURE TO PROCURE INSURANCE**

19.01 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 POLB 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 POLB shall be repaid by LA-RICS AUTHORITY to POLB upon demand.

19.02 Use of the LTE2 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.

20. **TAXES**

20.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the LTE2 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.

20.02 LA-RICS AUTHORITY shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, POLB, City, or any other tax or assessment-levying body upon the LTE2 Site arising from LA-RICS AUTHORITY' use of the LTE2 Site.

20.03 If LA-RICS AUTHORITY fails to pay any lawful taxes or assessments upon the LTE2 Site which LA-RICS AUTHORITY is obligated to pay, LA-RICS AUTHORITY will be in default of this Agreement.

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

## 21. **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.

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

Long Beach Harbor Department  
415 W. Ocean Boulevard  
Long Beach, California 90802

Attn: Executive Director, Long Beach Harbor Department

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

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.

## 22. **LA-RICS FACILITY REMOVAL**

22.01 LA-RICS AUTHORITY shall remove all of its LA-RICS Facility and personal and improvements from the LTE2 Site and the Real Property and restore the LTE2 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 LTE2 Site and the Real Property all of its LA-RICS Facility and personal property and improvements and restore the LTE2 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, within ninety (90) days of the cancellation. If weather conditions or lack of access to the LTE2 Site render the timely removal of LA-RICS AUTHORITY' 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.

22.02 If LA-RICS AUTHORITY does not timely remove all of its LA-RICS Facility, personal property and improvements from the LTE2 Site and the Real Property within the time provided in this section, POLB 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 POLB within thirty (30) days of receipt of an itemized accounting of the cost for such removal of personal property and improvements. POLB shall incur no liability for any damage to the LA-RICS Facility during removal or storage.

23. **INDEPENDENT STATUS**

This Agreement is by and between POLB 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 POLB 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.

24. **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 POLB.

25. **ASSIGNMENT**

25.01 This Agreement may not be sold, assigned or transferred by LA-RICS AUTHORITY without written consent of POLB, which consent will be at POLB's sole discretion. All assignments will require an Assignment Agreement. 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.

25.02 To effect an assignment or transfer pursuant to this Section 25, LA-RICS AUTHORITY shall first deliver to the POLB:

- (i) A written request for approval;

- (ii) The name, address, and most recent financial statements of the proposed sublicensee, assignee, or other transferee;
- (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 POLB.

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

25.04 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 POLB.

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

26. **SUBORDINATION AND NON-DISTURBANCE**

POLB shall obtain, not later than fifteen (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 POLB'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 POLB which from time to time may encumber all or part of the Real Property; provided, however, as a condition precedent to LA-RICS AUTHORITY being required to subordinate its interest in this Agreement to any future Mortgage covering the Real Property, POLB shall obtain for LA-RICS AUTHORITY's benefit a non-disturbance and attornment agreement in a form reasonably satisfactory to LA-RICS AUTHORITY and containing at a minimum the terms set forth herein below ("Non-Disturbance Agreement"), and shall recognize LA-RICS AUTHORITY's right to remain in occupancy of and have access to the LTE2 Site as long as LA-RICS AUTHORITY 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 POLB's obligations under this Agreement, and (c) promptly cure all of the then-existing POLB 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 POLB of the Real Property, and (iii) agrees to accept a cure by Lender of any of POLB's defaults, provided such cure is completed within the deadline applicable to POLB.

**27. 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 POLB if such condemnation may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at the LTE2 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 LTE2 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 POLB 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.

**28. DEFAULT**

Except as otherwise provided in this Agreement, in the event of a default hereunder by LA-RICS AUTHORITY, POLB 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. POLB 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, POLB may: (a) cure the default and invoice LA-RICS AUTHORITY for all costs reasonably incurred in effecting such cure, or (b) terminate this Agreement upon written notice to LA-RICS AUTHORITY, take possession of the LTE2 Site and remove all LA-RICS AUTHORITY's improvements located thereon. In the event of a default hereunder by POLB, LA-RICS AUTHORITY shall provide written notice thereof to POLB. POLB shall have sixty (60) days from the date of said notice in which to cure the default, provided that POLB 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 POLB 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 POLB unless and until POLB has failed to cure a default within the time periods set forth in this section. In the event that POLB 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 POLB for all costs reasonably incurred by LA-RICS AUTHORITY in effecting such cure, or (b) terminate this Agreement upon written notice to POLB.

29. **WAIVER**

29.01 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.

29.02 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.

30. **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 LTE2 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 reasonable attorneys' fees and costs) to the extent arising from the indemnifying party's breach of any warranty or agreement contained in this Section.

31. **DAMAGE OR DESTRUCTION**

Either party shall have the right to terminate this Agreement with respect to all or any portion of the LTE2 Site in the event of one of the following: (a) the applicable Real Property or the LTE2 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 POLB in its sole discretion elects not to make such repair); or (b) the applicable Real Property or LTE2 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 LTE2 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 LTE2 Site should POLB 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 POLB's acts or omissions.

32. **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.

33. **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 POLB 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 POLB.

34. **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 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 Port of Long Beach.

**35. 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.

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

36.01 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.

36.02 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.

36.03 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.

36.04 If the POLB 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 POLB may terminate, or suspend this Agreement.

36.05 While the POLB 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 POLB that LA-RICS AUTHORITY has violated the anti-discrimination provisions of this Agreement.

36.06 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 POLB 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.

37. **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 POLB from acquiring similar, equal or like goods and/or services from other entities or sources.

38. **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.

39. **PUBLIC RECORDS ACT**

39.01 Any documents submitted by LA-RICS AUTHORITY or its agents including without limitation the LTE2 Vendor and all information obtained in connection with the POLB's right to inspect the LTE2 Site or any other rights provided by this Agreement shall become the exclusive property of the POLB. 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 POLB 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.

39.02 In the event the POLB is required to defend an action on a Public Records Act request as requested by LA-RICS AUTHORITY for any of the aforementioned documents, information, books, records, and/or contents of a proposed marked "trade secret," "confidential," or "proprietary," LA-RICS AUTHORITY agrees to refund and indemnify the POLB 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 LA-RICS AUTHORITY's receipt of POLB's invoice.

39.03 Any documents submitted by POLB 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." 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.

39.04 In the event the LA\_RICS AUTHORITY is required to defend an action on a Public Records Act request as requested by the POLB for any of the aforementioned documents, information, books, records, and/or contents POLB 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 arising under the Public Records Act within thirty days after POLB's receipt of LA-RICS AUTHORITY's invoice.

#### 40. **OTHER TERMS AND CONDITIONS**

40.01 Advertising Materials and Signs. Except for warning signs required by law, LA-RICS AUTHORITY shall not post signs upon the LTE2 Site or improvements thereon, or distribute or cause to be distributed any advertising materials unless prior approval therefor is obtained from the POLB.

40.02 Habitation. The LTE2 Site shall not be used for human habitation.

40.03 Illegal Activities. LA-RICS AUTHORITY shall not knowingly permit any illegal activities to be conducted upon the LTE2 Site.

40.04 Safety. LA-RICS AUTHORITY shall immediately correct any unsafe condition on the LTE2 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 LTE2 Site. LA-RICS AUTHORITY shall cooperate fully with POLB in the investigation of any accidental injury or death occurring on the LTE2 Site, including a prompt report thereof to the POLB. LA-RICS AUTHORITY shall cooperate and comply fully with POLB, 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 LTE2 Site.

40.05 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 LTE2 Site and within a distance of fifty (50) feet thereof, and LA-RICS AUTHORITY and POLB shall prevent any accumulation thereof from occurring.

40.06 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 LTE2 Site from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the POLB. POLB shall be responsible for securing the Real Property to the extent deemed necessary by POLB in its sole discretion.

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 its 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 POLB 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 LTE2 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 POLB 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. **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 POLB and LA-RICS AUTHORITY.

**POLB-SPECIFIC PROVISIONS:**

48. **LOBBYIST**

LA-RICS AUTHORITY and each POLB lobbyist or POLB lobbying firm as defined in POLB City Code Section XXXXX, retained by LA-RICS AUTHORITY, shall fully comply with the City Lobbyist Ordinance. Failure on the part of LA-RICS AUTHORITY or any POLB lobbyist or POLB lobbying firm retained by LA-RICS AUTHORITY to fully comply with the POLB Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which POLB may immediately terminate or suspend this Agreement.

49. **ENFORCEMENT**

The Port of Long Beach Chief Executive Officer shall be responsible for the enforcement of this Agreement on behalf of POLB and shall be assisted therein by those officers, employees, or committees of POLB having duties in connection with the administration thereof.

50. **SOLICITATION OF CONSIDERATION**

50.01 It is improper for any POLB 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 POLB'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 POLB officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

50.02 LA-RICS AUTHORITY shall immediately report any attempt by a POLB officer, employee or agent to solicit such improper consideration. The report shall be made either to the POLB manager charged with the supervision of the employee or to the

Port of Long Beach Employee Fraud Hotline at (XXX) XX-XXX or (XXX) XXX-XXXX. Failure to report such solicitation may result in the Agreement being terminated.

**51. ACKNOWLEDGEMENT OF POLB'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

LA-RICS AUTHORITY acknowledges that the POLB places a high priority on the implementation of the Safely Surrendered Baby Law. LA-RICS AUTHORITY understands that it is the POLB's policy to encourage LA-RICS AUTHORITY to voluntarily post the POLB's "Safely Surrendered Baby Law" poster in a prominent position at the LA-RICS AUTHORITY place of business. LA-RICS AUTHORITY will also encourage its contractors and subcontractors, if any, to post this poster in a prominent position in the contractor's or subcontractor's place of business. The POLB's Department of Children and Family Services will supply LA-RICS AUTHORITY with the poster to be used. As of the inception of this Agreement, information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

**52. WARRANTY OF ADHERENCE TO POLB'S CHILD SUPPORT COMPLIANCE PROGRAM**

52.01 LA-RICS AUTHORITY acknowledges that the POLB has established a goal of ensuring that all LA-RICS AUTHORITY's employees are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the POLB and its taxpayers.

52.02 As required by the POLB's Child Support Compliance Program (POLB Code Chapter 2.200) and without limiting the LA-RICS AUTHORITY's duty under this Agreement to comply with all applicable provisions of law, the LA-RICS AUTHORITY warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**53. RECYCLED BOND PAPER**

Consistent with the POLB's Board of Supervisors' policy to reduce the amount of solid waste deposited at POLB landfills, LA-RICS AUTHORITY agrees to use recycled-content paper to the maximum extent possible on this Agreement and all documents related thereto.

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

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY (LA-RICS)**

A California Joint Powers Authority

**PORT OF LONG BEACH**

XXXXX XXXXXXXX  
Executive Director  
Long Beach Harbor Department

By: \_\_\_\_\_  
Scott Edson  
Executive Director

By: \_\_\_\_\_  
XXXXXX XXXXXXXX  
Executive Director

APPROVED AS TO FORM:

MARY C. WICKHAM  
POLB COUNSEL

APPROVED AS TO FORM:

CHARLES PARKIN  
OFFICE OF THE CITY ATTORNEY

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

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

**EXHIBIT A**

DRAFT

**EXHIBIT B**  
**EQUIPMENT LIST**

DRAFT



**EXHIBIT C**  
**SITE PLAN**

DRAFT

## LTE SITE ACCESS AGREEMENT

**THIS LTE SITE ACCESS AGREEMENT ("Agreement")**, is made and entered into in duplicate original this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

**BY AND BETWEEN**

1. **CITY OF MONTEBELLO**, hereinafter referred to as "**Owner**"

**AND**

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

### **RECITALS**

**WHEREAS**, LA-RICS Authority 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; and

**WHEREAS**, LA-RICS Authority seeks to continue to build out public safety grade Long Term Evolution ("**LTE**") broadband communication sites ("**LTE Site(s)**") as further defined herein) to add to the Public Safety Broadband Network ("**PSBN**"); and

**WHEREAS**, these LTE Sites will be ultimately incorporated into the federal First Responder Network Authority's ("**FirstNet**") National Public Safety Broadband Network ("**NPSBN**") operated by FirstNet's federal contractor, AT&T Corp. and its various wholly owned direct and indirect subsidiaries including New Cingular Wireless PCS, LLC, (collectively, "**AT&T**"), following the receipt of appropriate federal approvals from the Department of Commerce's National Oceanic and Atmospheric Administration Grants Office ("**NOAA Grants Office**") and National Telecommunications and Information Administration ("**NTIA**"); and

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

**WHEREAS**, LA-RICS Authority has sought from Owner, and Owner desires to license the use of a portion of the Real Property described and depicted on Exhibit A to the LA-RICS Authority for the construction, installation and use as a LTE Site; and

**WHEREAS**, the parties hereto acknowledge that: (a) LA-RICS Authority has retained contractors and vendors ("**LTE Vendors**") to design and construct additional LTE Sites for the PSBN; and (b) FirstNet has retained AT&T (collectively LTE Vendors and AT&T shall be referred to as, the "**First Net Parties**") to design, construct and operate the FirstNet NPSBN of which the LA-RICS Authority's PSBN will be a part; and

**WHEREAS**, LA-RICS Authority is willing to accept and exercise the rights granted by this Agreement for use of a LTE Site(s) located on the Real Property in accordance with the terms and conditions prescribed herein; and

**WHEREAS**, LA-RICS Authority will seek approval from the NOAA Grants Office and/or NTIA to transfer the equipment constructed and installed at the LTE Site(s) once completed to FirstNet's federal contractor, AT&T, for inclusion in the NPSBN; and

**WHEREAS**, if LA-RICS Authority is granted approval from the NOAA Grants Office and/or NTIA to transfer the equipment constructed and installed at the LTE Site(s) to FirstNet's federal contractor, AT&T, for inclusion in the NPSBN, LA-RICS Authority may elect to terminate this Agreement early; and

**WHEREAS**, Owner and AT&T have agreed to terms of access and use of the LTE Site(s) in the event that this federal approval is granted by the NOAA Grants Office and NTIA; and

**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:

3. **LTE SITE**

1.1 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 a portion of the Real Property, together with all necessary space and easements for access and utilities to install and operate an unmanned LTE communication facility, consisting of the parcels of land shown on Exhibit A attached hereto and incorporated herein by this reference (the "**LTE Site**").

1.2 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.

1.3 LA-RICS Authority and/or the LTE Vendors 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 and all Federal, State, and local laws, regulations, permits, and approvals.

1.4 LA-RICS Authority hereby acknowledges the title of the Owner or its successors in the Real Property and covenants and agrees never to assail, contest, or resist said title.

1.5 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 or entities as may be provided by any applicable LA-RICS Authority grant requirements. The LA-RICS Authority may remove any of its own improvements to the Real Property at any time during the term of this Agreement, and Owner hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

#### 4. **PURPOSE AND USE**

2.1 The purpose of this Agreement is to allow the LA-RICS Authority to use the LTE Site for the installation, construction, connection, modification, use, operation, maintenance, repair and upgrade of a LTE communications facility, without limits to (a) the use of any specific technology, (b) changes in technology, (c) the use of specific bands of spectrum or (d) to the use of any specific type of communications equipment, provided LA-RICS Authority will obtain and maintain such permits and licenses required for the construction and operation of its communications equipment and will operate in accordance with all applicable laws and regulations.

2.2 LA-RICS Authority and/or its employees, agents, LTE Vendors, escorted invitees of the LA-RICS Authority, the First Net Parties, and/or other agents of the LA-RICS Authority: (a) shall have the right to install, construct, connect, modify, use, operate, maintain, repair, and upgrade the LA-RICS Authority's communications facility, which may consist of, but shall not be limited to, the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference (such facility, and associated infrastructure, shelters, equipment and related improvements, collectively, the "**LA-RICS Facility**") and other related materials as may be deemed necessary by LA-RICS Authority but which will remain subject to the terms and conditions of this Agreement, and (b) shall be allowed access over, through and across each site comprising the Real Property for ingress to and egress from the applicable LTE Site 24 hours per day, 7 days per week subject to compliance with Owner's policies and procedures for access attached hereto as Exhibit C (Access). Each LTE Site shall be used for the purposes authorized by this Section 2 (Purpose and Use), and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "**Permitted Activities**").

2.3 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 Owner authority shall not include the exercise of any right or power that would interfere with the LA-RICS Facility.

2.4 Notwithstanding any other provision in this Agreement, advance approval of Owner's City of Montebello Manager, or his or her designee, shall be required for any modification to the LTE communications facility, which approval shall not be unreasonably withheld.

## 5. APPROVALS/DESIGN REVIEW

3.1 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 approval. LA-RICS Authority agrees to discuss with Owner the Owner's concerns, if any, regarding the proposed plans and to work in good faith to address such concerns. LA-RICS Authority shall obtain Owner approval prior to implementation of said plans.

3.2 Conceptual site plans for the LTE Site are identified in Exhibit D. Upon the LA-RICS Authority's and Owner's (or Owner's authorized agent's) approval of the final site plan for the LTE Site, such final site plan will be deemed incorporated herein by reference as an update to Exhibit D. Owner agrees that, for ministerial permits, it will approve or deny approval of all plans and specifications within 10 business days of receipt of said plans. Should Owner fail to respond within 10 business days, the plans and specifications shall be deemed denied. LA-RICS Authority shall provide Owner with a notice of work commencement and an estimated time of completion for each LTE Site.

3.3 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 City Building Code requirements, and (ii) will seek only those governmental approvals that would normally apply to the City, 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 LA-RICS Authority shall obtain Owner approval of the LTE Site plan and any alterations to the LTE Site plan in accordance with this Section 3 (Approval/Design Review) and Section 8 (Alterations).

3.4 Should discretionary and/or ministerial permits be required, Owner shall process such permits within its jurisdiction. 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 ("**CEQA**") and/or the National Environmental Policy Act ("**NEPA**"), 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 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.

6. **TERM**

The term of the Agreement shall commence upon full execution of this Agreement ("**Commencement Date**") and shall continue for a term of three (3) years unless this Agreement is sooner terminated pursuant to Section 28 (Default) of this Agreement, by either party. Owner and AT&T may also agree that the Option and Tower Structure License Agreement, as mutually agreed to and executed by and between Owner and AT&T and attached hereto and incorporated herein as Exhibit E, may run concurrently with this Agreement. Owner and LA-RICS Authority mutually agree that LA-RICS Authority may elect, in its sole and absolute discretion, to terminate this Agreement early for convenience at any time and for any reason, including but not limited to LA-RICS Authority's early transfer of the LTE Site to AT&T, following LA-RICS Authority's (30) days' notice of termination as allowed under this Section, and to extent the Option and Tower Structure License Agreement has not come into effect, Owner and LA-RICS Authority mutually agree that the Option and Tower Structure License Agreement, shall automatically and immediately succeed this Agreement and shall be in full force and effect immediately upon the termination of this Agreement, and Owner acknowledges that the attached Option and Tower Structure License Agreement fully sets forth and controls Owner's and AT&T's respective contractual rights and obligations. Notwithstanding the foregoing or any language to the contrary contained herein, this Agreement shall automatically terminate upon the exercise of the Option and Tower Structure License Agreement transferring the LTE Site to AT&T, and immediately thereafter Owner and LA-RICS Authority shall have no further rights, obligations or claims with respect to each other arising from this Agreement, except for those obligations of LA-RICS Authority under this Agreement which are expressly required to survive and continue after the termination or expiration of this Agreement.

7. **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.

8. **CONDITIONS PRECEDENT TO INSTALLATION OR ALTERATIONS OF EQUIPMENT**

6.1 Owner shall have the opportunity to review and approve all project plans and specifications for the LA-RICS Authority's proposed alterations of the equipment comprising the LA-RICS Facility (not including "**like-kind**" replacements) after LA-RICS Authority's initial installation of the LA-RICS Facility on the LTE Site. In addition, Owner shall have the right to inspect said equipment and the LTE Site at any time during and after installation upon not less than twenty-four (24) hours prior written notice to the LA-RICS Authority (except in cases of emergency pursuant to Section 14 hereof (Emergency Access) and, at LA-RICS Authority's option, LA-RICS Authority may choose to have a representative to accompany Owner during any such inspection of or access to a LTE Site.

6.2 The LA-RICS Authority shall not commence installation of equipment or alteration of a LTE Site, or any portion thereof, until the Owner has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Agreement, including without limitation Sections 3 (Approval/Design Review) and 8 (Alterations) hereof. 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. The LA-RICS Authority shall be responsible for notifying Owner and all other relevant parties immediately upon discovery of such omissions and/or errors. The LA-RICS Authority shall not cause or permit any change of any equipment installed by the LA-RICS Authority on the LTE Site including power outputs or changes in the use of frequencies described in Exhibit B (Equipment List) hereto, but not including "like-kind" replacements, until Owner has reviewed and approved such plans and specifications pursuant to Section 3 (Approval/Design Review), this Section 6, and Section 8 (Alterations).

## 9. INSTALLATION

7.1 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 (operated currently or in the future) by the Owner. In addition, 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 Vendors, and/or First Net Party's name, address, telephone number, Federal Communications Commission ("**FCC**") license and frequencies in use. Such identification shall be attached to each component of the LA-RICS Facility in plain view.

7.2 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, 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 by the Owner shall be required to comply with all applicable noninterference rules of the FCC.

7.3 In the event that any third party user at any portion of the Real Property causes interference with LA-RICS Authority's operations, and LA-RICS Authority believes that the third party user has violated the applicable noninterference rules of the FCC, LA-RICS Authority will notify Owner of such interference and alleged violation, and Owner will then notify and require the third-party user to resolve the interference issue and alleged violation.

7.4 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 unreasonably interfere with LA-RICS Authority's operations. LA-RICS Authority and Owner agree to make commercially reasonable efforts to resolve any radio frequency interference issues with equipment, transmission or reception caused by the installation of the Owner Facilities.

7.5 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.

7.6 Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LTE Site, LA-RICS Authority shall provide Owner with a time of completion notice and 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, and the Owner agrees to accept the As-Builts as final, 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 (10) 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.

## 10. **ALTERATIONS**

8.1 Except as set forth in Section 8.2 below, LA-RICS Authority shall make no renovations, alterations or improvements to the LTE Site or the Real Property without Owner's prior approval. Any and all renovations, alterations or improvements to the LTE Site or the Real Property shall be consistent with the authorized use set forth in Section 2 (Purpose and Use) hereof.

8.2 Notwithstanding the foregoing, it is understood and agreed that LA-RICS Authority shall have the right, without Owner consent, to perform alterations or modifications and/or make repairs and replacements to the LA-RICS Facility: (a) of "like-kind" (equipment replacement with equipment of similar dimensions [as determined by Owner in its sole and absolute discretion] at the same location) infrastructure, shelters, equipment, and/or related improvements, or (b) that may be required as a result of FCC rules or regulations, after providing notice to the Owner ("**Immaterial Modifications**"). However, Immaterial Modifications shall not be allowed without Owner's written consent as required by Section 8.3 of this Agreement, where the proposed modifications materially alter the appearance of the LTE Site, LA-RICS Facility, or Real Property as may be determined by the Owner in its sole and absolute discretion. Upon completion of the alteration, modification, or improvement not requiring Owner approval, LA-RICS Authority



agrees to provide an updated As-Built and justification letter explaining the scope of the improvement, and why the improvement was needed.

8.3 Modifications or alterations that do not qualify as Immaterial Modifications are deemed “**Material Modifications.**” Material Modifications shall require the review and approval of Owner, in writing by the Owner’s authorized agent. In that regard, for all Material Modifications LA-RICS Authority agrees: (i) to submit to the Owner, for review and approval, all plans and specifications, working drawings, and other information reasonably required by the Owner covering proposed alterations by LA-RICS Authority to LA-RICS Facility, (ii) to discuss with Owner the Owner's concerns, if any, regarding the proposed alterations, and (iii) to work in good faith to address such concerns. Where approved by Owner, LA-RICS Authority shall ensure that all work to be done by LA-RICS Authority shall be performed in accordance with the plans approved by Owner.

## 11. **MAINTENANCE**

9.1 Owner shall be responsible for the general upkeep, landscaping, lawn-mowing, and related maintenance activities of the Real Property. LA-RICS Authority shall be responsible for the general upkeep, landscaping, lawn-mowing, and related maintenance activities of the LTE Site and shall keep the LTE Site for normal use by Owner and other users. Should Owner determine that LA-RICS Authority has failed to comply with this Section 9.1, following thirty (30) days written notice from Owner, Owner may perform the work and LA-RICS Authority shall pay the cost thereof upon written demand by Owner.

9.2 Aside from the general maintenance requirements described in Section 9.1, LA-RICS Authority shall also be responsible for the timely repair of all damage to the LTE Site or the Real Property caused by the LA-RICS Authority, its employees, agents or business vendors, including without limitation the LTE Vendors. Should LA-RICS Authority fail to promptly make such repairs after thirty (30) days written notice from Owner, Owner may have repairs made and LA-RICS Authority shall pay the cost thereof upon written demand by Owner.

## 12. **CONSTRUCTION STANDARDS**

10.1 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 County of Los Angeles Building Code, and the City of Montebello’s Municipal Code.

10.2 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 Vendors). 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 ten (10) business days after receipt of notice to remove such debris. After the expiration of such ten-business day period, Owner may perform the work and LA-RICS Authority shall pay the cost thereof upon written demand by Owner.

### 13. **OTHER OPERATIONAL RESPONSIBILITIES**

As applicable, LA-RICS Authority, its LTE Vendors and the First Net Parties shall:

14. (i) Comply with and abide by all applicable rules, regulations and directions of Owner.
15. (ii) At all times hold the rights to build, deploy and operate under the FirstNet NPSBN 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 LTE Site.
16. (iii) 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.
17. (ix) 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 misconduct of the Owner, its agents, employees or contractors.

### 18. **RELOCATION**

12.1 Owner shall have the right to request relocation of the LA-RICS Facility or any portion thereof on no more than one occasion during the term hereof to another location on the Real Property ("**Alternate Site**"), provided:

19. (i) 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 materially interfere with any portion of the LA-RICS Facility or the LA-RICS Facility's system or equipment;
20. (ii) Owner shall pay all costs incurred by LA-RICS Authority for relocation of LA-RICS Authority's equipment under this Section 12.1 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/or 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 reasonably needed to permit LA-RICS Authority's use of the Alternate Site;

21. (iii) Owner shall give LA-RICS Authority at least six (6) months written notice before requiring relocation; and

22. (ix) LA-RICS Authority's use of the LA-RICS Facility in question will not be materially interrupted and LA-RICS Authority shall be allowed, if necessary, to place temporary equipment on the Real Property during the relocation.

23. 12.2 LA-RICS Authority shall have the right to request relocation of the LA-RICS Facility or any portion thereof to an Alternate Site on the Real Property, provided that:

24. (i) the Alternate Site: (a) is substantially similar to LA-RICS Authority's current LTE Site in size, (b) is compatible with LA-RICS Authority's use pursuant to Section 2 hereof, and (c) does not materially interfere with the use of any portion of the Real Property;

25. (ii) LA-RICS Authority shall pay all costs relating to relocation of LA-RICS Authority's equipment under this Section 12.2 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 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;

26. (iii) LA-RICS Authority shall give Owner at least six (6) months written notice of the requested relocation; requested relocation shall be subject to prior approval by Owner in Owner's sole and absolute discretion.

27. **ACCESS TO LTE SITE**

13.1 Owner hereby grants to the LA-RICS Authority, its member agencies and employees, LTE Vendors, First Net Parties, and their other agents a nonexclusive right to use, at its sole risk, during the term of this Agreement, the route of access which serves the LTE Site ("**Access**"). The LA-RICS Authority, on behalf of itself and its member agencies and employees, LTE Vendors, First Net Parties and other agents, acknowledge and accept the present condition of the Access on an "as is" basis. The LA-RICS Authority shall provide Owner with notice of all of its representatives or agents who are authorized to access the LTE Site pursuant to this Section. LA-RICS Authority shall document the condition of the Access prior to the execution of this Agreement by means of photographs to be provided at LA-RICS Authority's cost.

13.2 LA-RICS Authority acknowledges and agrees that occasions may arise requiring the LA-RICS Authority to share in the cost of cleaning up of mud-slide debris and repairing the Access to its original accessible condition (as documented pursuant to Section 13.01) 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 of

receipt 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. Notwithstanding the foregoing, the LA-RICS Authority's financial burden pursuant to this Section shall not exceed five thousand dollars (\$5,000) per incident. Nothing in this Section requires Owner to clean or repair the Real Property or the LTE Site as a result of a mud-slide.

## **28. EMERGENCY ACCESS BY OWNER**

The Owner and its authorized agents may access the LTE Site at any time for the purpose of performing maintenance, 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 or Real Property, provided that Owner shall endeavor to provide a 24-hour prior notice to LA-RICS Authority and shall access the LTE Site in the presence, if time permits, of an LA-RICS Authority representative, if provided by LA-RICS Authority. Notwithstanding the foregoing, Owner shall not be required to provide notice to LA-RICS Authority prior to entering the LTE Site due to an emergency; provided, however, that 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 of receipt of Owner's written request for Owner's actual costs to correct any deficiency that is corrected by Owner pursuant to this Section.

## **29. RADIO FREQUENCY EMISSIONS/INTERFERENCE**

15.1 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 may occupy portions of the Real Property at the time this Agreement is entered into. LA-RICS Authority shall be responsible for electromagnetic compatibility of LA-RICS Authority's equipment with properly operating within existing FCC requirements existing and future equipment at the Real Property. In the event of any interference with Owner's or Owner's agents, invitees, or other licensees or users who may occupy portions of the Real Property as of the Effective Date of this Agreement, properly operating equipment, LA-RICS Authority will immediately power down to the extent necessary to eliminate the interference or cease operation, transmission or further use of LA-RICS Authority's interfering equipment at the LTE Site upon being notified by Owner of such interference. LA-RICS shall not be able to resume normal operations until the parties agree on a course of action to eliminate or remedy the interference.

15.2 Interference With Public Safety Systems. In the event of any interference with Owner's public safety-related systems, newly installed after the Effective Date of this Agreement, which is caused by LA-RICS Authority's equipment or operations, LA-RICS

Authority will immediately power down to the extent necessary to eliminate the interference or cease operation, transmission or further use of LA-RICS Authority's interfering equipment at the LTE Site upon being notified by Owner of such interference. LA-RICS shall not be able to resume normal operations until the parties agree on a course of action to eliminate or remedy the interference.

15.3 Interference With Non-Public Safety Systems. In the event LA-RICS Authority's operations or equipment cause interference with non-public safety-related systems of Owner or any other duly authorized occupant of the Real Property installed after the Effective Date of this Agreement, written notice of such interference shall be provided to LA-RICS Authority and LA-RICS Authority shall promptly meet with Owner to cooperatively discuss and reach agreement on how such interference will be resolved. 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 unreasonable interference with the existing equipment of LA-RICS Authority.

15.4 Interference During Emergency. If any interference caused by LA-RICS Authority's equipment with Owner's electronic equipment during an emergency incident occurs, the LA-RICS Authority will immediately power down to the extent necessary to eliminate the interference or cease operation, transmission or further use of LA-RICS Authority's interfering equipment at the LTE Site upon being notified by Owner of such interference. LA-RICS Authority shall not be able to resume normal operations until the parties agree on a course of action to eliminate or remedy the interference, or Owner informs LA-RICS Authority that the emergency incident has ended.

15.5 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 other equipment that was installed after the Effective Date. Where LA-RICS Authority's equipment, in combination with other equipment installed on or before the Effective Date of this Agreement, exceed or violates such standards, Owner may instruct LA-RICS Authority to cease, limit, or otherwise alter its operations to mitigate such violations in a timely manner. Where LA-RICS Authority's equipment, in combination with other equipment installed after the Effective Date of this Agreement, 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.

### 30. **UTILITIES**

16.1 LA-RICS Authority shall, at its sole cost and expense, cause the installation of any utility service line 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. LA-RICS Authority shall secure its own metered electrical supply.

16.2 In the event that it is not feasible for LA-RICS Authority to secure its own metered electrical supply, LA-RICS Authority agrees at its own cost and expense, to install at the LTE Sites with wireless revenue grade sub-meters ("**Sub-meters**"), and subscribe to sub-metering monitoring and billing services from an appropriate third party vendor as agreed to by Owner in its sole and absolute discretion. The Sub-meters will be programmed by LA-RICS Authority to send Sub-meter readings to LA-RICS Authority and Owner's designee at Owner's regular designated billing cycles, which shall be at least monthly, and LA-RICS Authority shall pay within thirty (30) days the amounts designated on the bill sent by the third party vendor, which shall be sent monthly. LA-RICS Authority will cause a copy of the bills to also be sent to Owner. LA-RICS Authority shall reimburse Owner for such utility usage at the same rate charged to Owner by the utility service provider, plus any applicable fees or costs to reimburse Owner for costs related to administration and processing of the requirements of this section. LA-RICS Authority further agrees to send bills, invoices and payments to such address and/or agent designated by Owner.

16.3 LA-RICS Authority shall maintain accurate and detailed records of all utility readings, expenses, invoices, payments or credits applicable to LA-RICS Authority's reimbursement obligations hereunder. Within fifteen (15) days after a request from Owner, LA-RICS Authority shall provide Owner with copies of such utility readings and billing records in the form of copies of invoices, contracts and cancelled checks.

16.4 If LA-RICS Authority sub-meters electricity from Owner, Owner agrees to give LA-RICS Authority at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. LA-RICS Authority agrees and recognizes that Owner shall be allowed to terminate said electricity if Owner determines an emergency incident requires the termination of said electricity service. Owner acknowledges that LA-RICS Authority provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in LA-RICS Authority's reasonable determination, Owner agrees to allow LA-RICS Authority the right to bring in a temporary source of power for the duration of the interruption, provided, however, no such temporary source of power may be used where power has been disrupted or shut off due to an emergency incident unless Owner provides written approval to the contrary. Owner will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Owner, of such services to be furnished or supplied by Owner. LA-RICS

Authority is also responsible for recalibration of the Sub-meter in accordance with manufacturer requirements and recommendations, or at least every two (2) years, whichever is shorter, and will maintain records for Owner's review and audit to confirm that such recalibrations were completed.

**31. HOLD HARMLESS AND INDEMNIFICATION**

17.1 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, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with LA-RICS Authority's operations, use of the LTE Site and/or the Real Property, or any of its other services provided or performed pursuant to this Agreement, including, without limitation, any Workers' Compensation suit, liability, or expense, arising from or connected with any services or activities performed on behalf of LA-RICS Authority by any person on the LTE Site and/or the Real Property, including, without limitation, the LTE Vendors.

17.2 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, 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.

**32. INSURANCE**

18.1 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 below program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) with an A.M. Best rating of at least A-VII, and evidence of such programs satisfactory to the Owner's Risk Manager, shall be delivered to [REDACTED] [OWNER TO DESIGNATE] 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 cancellation or non-renewal of required coverage that is not replaced and shall include the Owner as an additional insured (except for the Workers' Compensation Insurance). 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/subcontractor, shall include the Owner as an additional insured.

(i) Commercial General Liability. A program of insurance which shall be primary to and not contributing with any other insurance maintained by Owner, written

on ISO policy form CG 00 01 or its equivalent, and endorsed to include the Owner as an additional insured, and shall include, but not be limited to:

(1) Comprehensive general liability insurance endorsed for Site-operations, products/completed operations, contractual, broad form property damage, and personal injury with a limit of not less than

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Per occurrence	\$1 million

(2) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in LA-RICS Authority's business operations.

33. (ii) Workers Compensation. A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the labor code of the State of California, and which specifically covers all persons providing services on behalf of LA-RICS AUTHORITY and all risks to such persons under the Agreement.

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

34. (iii) Commercial Property Insurance. Such coverage shall:

35. (1) Provide coverage for Owner's property, and any improvements and betterments. This coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), Ordinance or Law Coverage, flood, and Business Interruption equal to two (2) year's annual rent; and

36. (2) Be written for the full replacement cost of the LTE Site and/or Real Property, with a deductible no greater than \$250,000 or 5% of the property value, whichever is less. Insurance proceeds shall be payable to the Owner and LA-RICS Authority as their interests may appear and be utilized for repair and restoration of the LTE Site and/or Real Property. Failure to use such insurance proceeds to timely repair and restore the LTE Site and/or Real Property shall constitute a material breach of the Agreement.



37. (ix) 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 contractors shall provide the following insurance:

38. (1) 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 at minimum the entire value of the construction project at the LTE Site(s), including any Owner furnished materials and equipment, against loss or damage until completion and acceptance by the LA-RICS Authority.

(2) General Liability Insurance. Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, including Owner as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$4 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

The Products/Completed Operations coverage shall continue to be maintained in the amount indicated above for at least two (2) years from the date the Project is completed and accepted by the LA-RICS Authority and the Owner if required.

(3) Automobile Liability. Such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$2 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Such insurance shall cover liability arising out of LA-RICS Authority's or LA-RICS Authority's contractor use of autos pursuant to this lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

(4) 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 or wrongful act and \$2 million aggregate. The

coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.

(5) 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/per employee/per policy limit. 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. To the extent applicable, if the 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.

18.2 Insurer Financial Ratings. Insurance is to be provided by an insurance company with an A.M. Best rating of not less than A:VII, unless otherwise approved by Owner.

18.3 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.

18.4 Notification of Incidents. LA-RICS Authority shall report to Owner any accident or incident relating to activities performed under this Agreement which involves injury 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 seventy-two (72) hours of LA-RICS Authority's knowledge of such occurrence.

18.5 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, LA-RICS Authority shall pay full compensation for all reasonable costs incurred by Owner.

### 39. **FAILURE TO PROCURE INSURANCE**

19.1 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 upon demand.

19.2 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.

#### 40. **TAXES**

20.1 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. If property taxes are levied on the property interest created by this Agreement, LA-RICS shall be responsible for the payment of the property taxes.

20.2 LA-RICS Authority shall pay before delinquency all lawful taxes, 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' use of the LTE Site.

20.3 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 this Agreement.

20.4 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 upon demand. LA-RICS Authority and Owner agree that this is a license and not a lease and no real estate interest is being conveyed herein.

#### 41. **NOTICES**

21.1 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, Suite 100  
Monterey Park, California 91754  
ATTN: Executive Director

With a copy to:

Roberto Saldana, Deputy County Counsel  
Office of the County Counsel  
500 West Temple Street  
Los Angeles, California 90012  
Phone: (213) 974-19481887  
Fax: (213) 613-4751

Email: RSaldana@counsel.lacounty.gov

, or such other place as may hereinafter be designated in writing by LA-RICS Authority.

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

[OWNER TO PROVIDE]

Attn: [OWNER TO PROVIDE]

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

21.3 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.

#### 42. **LA-RICS FACILITY REMOVAL**

22.1 If federal approval from the NOAA Grants Office and/or NTIA of the LTE Facility to AT&T does not occur, the LA-RICS Authority shall remove all of its LA-RICS Facility, personal property, and improvements from the LTE Site and the Real Property and restore the LTE Site and Real Property 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 the term of this Agreement or other approved period as may be agreed to by the parties. If weather conditions or lack of access to the LTE Site renders the timely removal of LA-RICS Authority' 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.

22.2 If federal approval from the NOAA Grants Office and/or NTIA of the LTE Facility to AT&T does not occur, and the 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 of receipt 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.

#### 43. **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.

44. **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.

45. **ASSIGNMENT**

25.1 This Agreement and rights and obligations conveyed to LA-RICS Authority via this Agreement may not be sold, assigned, transferred or sublet by LA-RICS Authority without written consent of Owner, which consent will be at Owner's sole discretion. All such assignments, transfers or sublets will require an Assignment Agreement. 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.

25.2 To effect an assignment or transfer pursuant to this Section 25, 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 sublicensee, assignee, or other transferee;
- (iii) Proposed unredacted instrument of transfer, assignment or sublicense of any or all of its rights hereunder; and
- (iv) Any other information reasonably requested by the OWNER.

25.3 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.

25.4 In the case of an assignment of this Agreement under this Section 25, 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.

25.5 In the case of a sublicense under this Section 25, 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, including the insurance provisions.

25.6 Owner shall have the right, but not the obligation, to lease or license the use of space on LA-RICS Authority's telecommunications pole to third party(ies), if such telecommunications pole is capable of housing such third party(ies), based on terms mutually agreeable to the LA-RICS Authority. Owner shall submit any proposed lease or license to the LA-RICS Authority for review and approval prior to entering into such lease or license. Such proposed instrument shall specifically include: (a) a provision that the lease or license shall comply with and be subject to all of the terms, covenants, and conditions of this Agreement, and (b) a requirement that any third party use of LA-RICS Authority's telecommunications pole shall not interfere with LA-RICS Authority's use of the LA-RICS Facility or its operations. The parties agree that any revenues generated by such third party leases or licenses by Owner shall be retained by Owner, except for a fee in an amount calculated to compensate LA-RICS Authority for the actual costs of its administrative and other costs associated with approval of the lease or license. Owner shall also have the right to use, at gratis cost, space on LA-RICS Authority's telecommunications pole in lieu of leasing or licensing the use of space to third parties, if such telecommunications pole is capable of housing Owner, based on terms mutually agreeable to LA-RICS Authority and Owner.

#### 46. **SUBORDINATION AND NON-DISTURBANCE**

26.1 Owner shall obtain, not later than fifteen (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 LA-RICS Authority being required to subordinate its interest in this Agreement to any future Mortgage covering the Real Property, Owner shall obtain for LA-RICS Authority's benefit a non-disturbance and attornment agreement in a form reasonably satisfactory to LA-RICS Authority and containing at a minimum the terms set forth hereinbelow ("**Non-Disturbance Agreement**"), and shall recognize LA-RICS Authority's right to remain in occupancy of and have access to the LTE Site as long as LA-RICS Authority is not in default of this Agreement beyond the applicable notice and cure periods.

26.2 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.

47. **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.

48. **DEFAULT**

28.1 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 with a courtesy copy to AT&T. 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.

28.2 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 actually incurred in effecting such cure, 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 at the sole cost of LA-RICS Authority.

28.3 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, at which point LA-RICS Authority, shall relinquish possession of the LTE Site and remove all LA-RICS Authority's improvements located thereon at the sole cost of LA-RICS Authority.

#### 49. **WAIVER**

29.1 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.

29.2 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.

#### 50. **HAZARDOUS MATERIALS**

30.1 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.

30.2 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 reasonable attorneys' fees and costs) to the extent arising from the indemnifying party's breach of any agreement contained in this Section.

#### 51. **DAMAGE OR DESTRUCTION**

31.1 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 at its sole expense, 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.

31.2 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.

31.3 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 negligent or wrongful willful acts or omissions.

## **52. 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.

## **53. 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.

## **54. 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 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.

**55. 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.

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

36.1 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.

36.2 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.

36.3 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.

36.4 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.

36.5 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.

36.6 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.

#### **57. 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.

#### **58. 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.

#### **59. PUBLIC RECORDS ACT**

39.1 Any documents submitted by LA-RICS Authority or its agents including without limitation the LTE Vendors 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**"). The Owner shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those marked as "trade secret," "confidential," "proprietary" or other similar designation ("Protected Information"), if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the Owner receives a request for any Protected Information under the Public Records Act, LA-RICS Authority may take any action authorized by law to prevent disclosure of the Protected Information.

39.2 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 the Public Records Act. 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.

## 60. **OTHER TERMS AND CONDITIONS**

40.1 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.

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

40.3 Illegal Activities. LA-RICS Authority shall not permit any illegal activities to be conducted upon the LTE Site.

40.4 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; provided, however, no such restriction shall unreasonably interfere with the use of Real Property.

40.5 Sanitation & Graffiti. 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, including graffiti, shall be permitted or remain on the LTE Site, and LA-RICS Authority shall remove any such offensive, matter, refuse, or substance within ten (10) days written notice.

40.6 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. Owner shall be responsible for securing the Real Property to the extent deemed necessary by Owner in its sole discretion.

## 61. **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 its 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.

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

42.1 LA-RICS Authority shall designate in writing to Owner 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. If the designated Operations Manager is to change, LA-RICS Authority shall provide written notice of such change in a timely manner.

42.2 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.

63. **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).

64. **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.

65. **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.

66. **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.

67. **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.

68. **LOBBYIST**

LA-RICS Authority and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by LA-RICS Authority, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of LA-RICS Authority or any County lobbyist or County lobbying firm retained by LA-RICS Authority to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement.

69. **ENFORCEMENT**

The Owner's City Manager shall be responsible for the enforcement of this Agreement on behalf of Owner and shall be assisted therein by those officers, employees, or committees of Owner having duties in connection with the administration thereof.

70. **SOLICITATION OF CONSIDERATION**

50.1 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.

50.2 LA-RICS Authority 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 at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Agreement being terminated.

**71. ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

LA-RICS Authority acknowledges that the County of Los Angeles places a high priority on the implementation of the Safely Surrendered Baby Law. LA-RICS Authority understands that it is the County's policy to encourage LA-RICS Authority to voluntarily post the Owner's "Safely Surrendered Baby Law" poster in a prominent position at the LA-RICS Authority' place of business, but not the LTE Site or anywhere else on the Real

Property. LA-RICS Authority will also encourage its contractors and subcontractors, if any, to post this poster in a prominent position in the contractor's or subcontractor's place of business. The County's Department of Children and Family Services will supply LA-RICS Authority with the poster to be used. As of the inception of this Agreement, information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

## **72. WARRANTY OF ADHERENCE TO OWNER'S CHILD SUPPORT COMPLIANCE PROGRAM**

52.1 LA-RICS Authority acknowledges that the County has established a goal of ensuring that all LA-RICS Authority's employees are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

52.2 As required by the County's Child Support Compliance Program (Owner Code Chapter 2.200) and without limiting the LA-RICS Authority's duty under this Agreement to comply with all applicable provisions of law, the LA-RICS Authority warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## **73. RECYCLED BOND PAPER**

Consistent with the County's Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, LA-RICS Authority agrees to use recycled-content paper to the maximum extent possible on this Agreement and all documents related thereto.

**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

A California Joint Powers Authority

OWNER:  
Montebello City

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM:

MARY WICKHAM  
COUNTY COUNSEL

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Roberto Saldana, Deputy

By: \_\_\_\_\_  
[OWNER TO PROVIDE]

DRAFT



**EXHIBIT A  
SITE DESCRIPTION**

**TO BE INCORPORATED BY REFERENCE**

DRAFT

## **EXHIBIT B**

### **EQUIPMENT LIST**

**Montebello Police Department (MNTBLPD) Telecommunications Site**

DRAFT

EXHIBIT C

**ACCESS**

[OWNER TO IDENTIFY ANY ACCESS REQUIREMENTS FOR THE LTE SITE]

DRAFT

EXHIBIT D

**SITE PLAN**

[LA-RICS, ATTACH ANY CONCEPTUAL SITE PLANS]

[FINAL SITE PLANS  
INCORPORATED BY REFERENCE]

DRAFT

**EXHIBIT E**

**OPTION AND TOWER STRUCTURE LEASE  
AGREEMENT**

DRAFT



**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>

SCOTT EDSON  
EXECUTIVE DIRECTOR

February 6, 2020

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

Dear Directors:

**ADOPT, ADVERTISE, AND AWARD TELECOMMUNICATION FACILITY  
CONSTRUCTION AND INSTALLATION WORK AT TWO (2) LA-RICS SITES AND  
APPROVE PROJECT BUDGETS**

**SUBJECT**

The Authority is seeking Board approval for the adoption, advertising and award of construction and installation work to be performed at two (2) LA-RICS PSBN Round 2 sites. Your approval will result in the adoption of plans and specifications for the respective sites, advertisement of bids for construction of the respective sites, and delegation of authority to the Executive Director to execute construction contracts for the proposed sites in accordance with each of the sites project budgets identified herein, for an aggregate not to exceed amount of \$763,420.

**RECOMMENDED ACTIONS**

It is recommended that your Board:

1. Make the following finding:
  - a. Find the adoption, advertising and award of construction, implantation, and installation work at the two (2) sites, Port of Los Angeles Pier 400 (POLA1) and Port of Los Angeles Pier 300 (POLA2), as identified in Enclosure 1, are within the scope of the activities authorized at these two (2) sites which your Board found categorically exempt from review under the California Environmental Quality Act (CEQA) in a prior Board action on December 5, 2019, pursuant to 14 Cal. Code Regs. ("CEQA Guidelines") sections 15301,

**AGENDA ITEM H**

15303, 15304, and/or 15332, for the reasons set forth in this letter and as noted in the record of the project and the determination that these activities are exempt from CEQA remains unchanged.

2. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the POLA1 site as follows:
  - a. Approve an estimated total project budget of \$381,710.
  - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the POLA1 site.
  - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
  - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the apparent lowest responsive and responsible Bidder, if the low bid can be awarded within the approved total project budget for the POLA1 site.
3. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the POLA2 site as follows:
  - a. Approve an estimated total project budget of \$381,710.
  - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the POLA2 site.
  - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
  - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the POLA2 site.
4. As it relates to Recommended Items 2-3, delegate authority to the Executive Director:
  - a. To make the determination that a bid is nonresponsive and to reject a bid on that basis.
  - b. To waive inconsequential and non-material deficiencies in bids submitted.

- c. To determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible Bidder has timely prepared a satisfactory baseline construction schedule and satisfied all the conditions for contract award.
  - d. To take all other actions necessary and appropriate to deliver the projects.
- 5. Delegate authority to the Executive Director for all the construction contracts resulting from these actions to:
  - a. Approve and process amendments for changes in work at each project site, provided they are approved as to form by Counsel to the Authority, up to the maximum amount of \$25,000, plus 5% of the amount of the original contract amount in excess of \$250,000 per site. The Executive Director will report back to your Board monthly regarding what Amendments, if any, were approved and executed by the Executive Director in the prior month.
  - b. Authorize the issuance of one or more Notices to Proceed for the proposed work for each respective contract.

### **BACKGROUND**

The National Telecommunications and Information Administration (NTIA) approved the expansion of the PSBN (also known as PSBN Round 2) utilizing Broadband Technology Opportunities Program (BTOP) grant funding. In connection with this approval, the Authority enlisted the assistance of Los Angeles County Department of Public Works (Public Works) to issue a Request for Proposals (RFP) for engineering design and construction drawings services relating to the buildout of PSBN Round 2 sites.

On October 4, 2018, your Board authorized the Executive Director to award a contract to David Evans and Associates, Inc. for engineering design and construction drawing services for the PSBN Round 2 sites.

On November 1, 2018, your Board authorized the Executive Director to further enlist the assistance of Public Works for the procurement of construction services to expand the PSBN pursuant to a request for statement of qualifications (RFSQ) process. This RFSQ resulted in a list of prequalified Bidders.

On August 1, 2019, your Board approved the list of six (6) prequalified Bidders, as well as the adoption, advertisement, and resultant award of contracts for construction and installation work to be performed at seven (7) PSBN Round 2 sites for a total aggregate not to exceed amount of \$2,501,000.



On October 3 2019, your Board approved the adoption, advertisement, and resultant award of contracts for construction and installation work to be performed at six (6) PSBN Round 2 sites for a total aggregate not to exceed amount of \$2,244,000.

On December 5, 2019, your Board approved the adoption, advertisement, and resultant award of contracts for construction and installation work to be performed at five (5) PSBN Round 2 sites for a total aggregate not to exceed amount of \$1,708,990.

The recommended actions contemplated in this Board Letter seek your Board's approval to proceed with the adoption, advertisement, and resultant award of contracts for construction and installation work to be performed at two (2) additional PSBN Round 2 sites.

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

Approval of the recommended actions will authorize the Executive Director to adopt, advertise and award LA-RICS Telecommunication Facility Construction and Installation work at the two (2) identified sites, adopt the respective plans and specifications, authorize the issuance of IFBs for construction, award respective contracts resulting from successful IFB solicitations, delegate certain authority to the Executive Director to carry out these actions, for a total aggregate not to exceed amount of \$763,420 for work at the two (2) sites.

Conditions of the BTOP grant funding require that the PSBN Round 2 buildout be completed by the Round 2 site deployment date of June 2020. To achieve the PSBN Round 2 buildout within the grant performance period, the Authority enlisted the assistance of Public Works to issue the RFP to perform engineering design and related services, which successfully yielded an agreement and resulted in construction drawings for the additional two (2) sites contemplated in this Board Letter and detailed in the table below.

Additionally, Public Works assisted with the issuance of an RFSQ to develop a list of Prequalified Bidders to secure construction contractors on behalf of the Authority. The Authority will continue to use this same list of Prequalified Bidders previously approved by your Board.

Further, Public Works will continue to assist the Authority with the IFBs for the additional two (2) LA-RICS Telecommunication Facility and Construction Installation projects to ensure the Authority successfully builds out PSBN Round 2 within the grant performance period. Please refer to the table below for specific information regarding these sites.

Item No.	Site ID	Site Name	Site Type	Estimated Total Site Project Budget	10% Contingency for Estimated Total Project Budget (This is not for Change Orders)	Total Not to Exceed Estimated Total Project Budget Amount (Includes Contingency)
1.	POLA1	Los Angeles Pier 400	Monopole	\$347,009	\$34,701	\$381,710
2.	POLA2	Los Angeles Pier 300	Monopole	\$347,009	\$34,701	\$381,710
TOTAL AGGREGATE NOT TO EXCEED AMOUNT:						\$763,420

### **CONTRACTING PROCESS**

On May 13, 2019, Public Works issued an RFSQ on behalf of the Authority to develop a list of Prequalified Bidders to bid on IFBs for the construction of the Authority's PSBN Round 2 sites. The solicitation was posted on the County's "Doing Business with Us" website, on the Public Works website, and on the LA-RICS website. The notice was also sent electronically to approximately 65 vendors and was advertised in certain local news publications.

On May 30, 2019, a Bidder's Conference was held and on June 10, 2019, six (6) Statements of Qualifications (SOQs) were submitted in response to the RFSQ. Each SOQ was reviewed for compliance with the minimum qualifications set forth in the RFSQ. After a careful review, all six (6) SOQs were determined to meet the minimum qualifications as well as the overall RFSQ qualification threshold of 60% of the maximum 130 points.

On June 27, 2019, the Bidders were notified of their qualification as a Prequalified Bidder and the initial list of Prequalified Bidders was established and is now being brought to your board. Advertising for the construction bids (IFBs) will be to the list of Prequalified Bidders.

On August 1, 2019, your Board approved the list of six (6) prequalified Bidders.

### **FISCAL IMPACT/FINANCING**

The total aggregate not to exceed amount of \$763,420 for the construction of two (2) additional LA-RICS Telecommunication Facility Construction and Installation projects contemplated in the recommended actions will be fully funded by the BTOP grant.

### **ENVIRONMENTAL DOCUMENTATION**

Approval of the design, construction, implementation, operation, and maintenance of the POLA1 and POLA2 sites at which PSBN infrastructure may be installed is exempt from review under CEQA pursuant to 14 Cal. Code Regs. ("CEQA Guidelines") §§ 15301, 15303, 15304, and/or 15332.

For the POLA1 and POLA2 sites, these two (2) sites are exempt from review under CEQA pursuant to CEQA Guidelines §§ 15303, 15304 and 15332. This determination was based on a detailed analysis of each site, available in the Authority's files, which demonstrates that the communications equipment and infrastructure proposed at each site (1) consist of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and/or the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure (Guidelines § 15303); (2) consist of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (Guidelines § 15304); and (3) qualify as in-fill development (Guidelines § 15332). The analysis also demonstrates that none of the activities proposed at this site triggers any applicable exception to the identified categorical exemption(s). (Guidelines § 15300.2.).

Specifically, the project would not impact any environmental resources of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies. Further, at none of the sites would the cumulative impact of successive projects of the same type in the same place, over time be significant; at none of these sites is there a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances; at none of the sites would the project result in damage to scenic resources within a highway officially designated as a state scenic highway; none of the sites are located on a site included on any list compiled pursuant to Section 65962.5 of the Government Code; and at none of the sites would the project cause a substantial adverse change in significance of a historical resource.

Upon your Board's approval of the recommended actions, the Authority will file a Notice of Exemption for the POLA1 and POLA2 sites with the County Clerk in accordance with Section 15062 of the State CEQA Guidelines.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENT**

Counsel to the Authority has reviewed the recommended actions and has approved as to form.

**CONCLUSION**

Upon the Board's approval of the recommended actions, the Executive Director will have delegated authority to proceed in a manner described in the recommended actions.

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

JA

M:\CONSTRUCTION RFSQ\Board Letters\2020-02-06) IFB Triple A (2 POLA Sites)\AAA Board Letter\_(2 POLA Sites)\_01-30-20.docx

Enclosure

cc: Counsel to the Authority



**LIST OF PSBN ROUND 2 SITES  
FOR THE  
LA-RICS AUTHORITY TELECOMMUNICATION FACILITY  
CONSTRUCTION AND INSTALLATION PROJECTS**

Item	Site ID	Site Name	Site Address
1.	POLA1	Los Angeles Pier 400	2490 Navy Way, Port of Los Angeles, CA 90731
2.	POLA2	Los Angeles Per 300	Terminal Way, Port of Los Angeles, CA 90731



## 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>

SCOTT EDSON  
EXECUTIVE DIRECTOR

February 6, 2020

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

Dear Directors:

### **APPROVE AN INCREASE TO THE BUDGET FOR TWO (2) TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALLATION PROJECTS**

#### **SUBJECT**

The Authority is seeking Board approval to delegate authority to the Executive Director to increase the project budgets for two (2) Telecommunication Facility Construction and Installation sites for a total increased amount of \$19,873 to account for costs resulting from unforeseen conditions at these two (2) sites.

#### **RECOMMENDED ACTIONS**

It is recommended that your Board:

1. Find the work and cost contemplated in this recommended action at the two (2) sites, Pomona Courthouse 2 (POM2) and Scholl Canyon (SCHCYN), are within the scope of the activities your Board previously found categorically exempt from review on July 11, 2019 and December 5, 2019, respectively, under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline sections 15303, 15304, and 15332, for the reasons set forth in this Board Letter and as noted in the record of the project, and the determination that these activities are exempt from CEQA remains unchanged.
2. Delegate Authority to the Executive Director to increase the project budgets by \$19,873 for two (2) LA-RICS Telecommunication Facility Construction and Installation sites as follows:
  - a. Increase the Scholl Canyon (SCHCYN) project budget by \$9,790.

**AGENDA ITEM I**

- b. Increase the Pomona Courthouse (POM2) project budget by \$10,083.

### **BACKGROUND**

As your Board is aware, the National Telecommunications and Information Administration (NTIA) approved the expansion of the PSBN (also known as PSBN Round 2) utilizing Broadband Technology Opportunities Program (BTOP) grant funding. In connection with this approval, on November 1, 2018, your Board authorized the Executive Director to procure construction services to expand the PSBN pursuant to a request for statement of qualifications (RFSQ) process. On August 1, 2019, among other things, your Board approved the list of six (6) prequalified Bidders. Moreover, similar to previous actions, on December 5, 2019, your Board approved the adoption, advertisement, and resultant award of contracts for construction and installation work at five (5) PSBN Round 2 sites with a total aggregate not to exceed amount of \$1,708,990.

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

Approval of the recommended actions contemplated in this Board Letter will authorize the Executive Director to increase the project budget for two (2) PSBN Round 2 sites (POM2 and SCHCYN) for a total amount of \$19,873.

On October 3, 2019, your Board authorized a project budget of \$281,930 for the POM2 site and \$381,710 for the SCHCYN site. On December 11, 2019, Public Works issued an Invitation for Bid (IFB) for the POM2 and SCHCYN sites on behalf of the Authority. On January 23, 2020, bids were submitted and opened publicly for the POM2 site. With respect to the SCHCYN site, bids are due on February 6, 2020. Due to unforeseen conditions at both sites, the Authority requests an increase to the project budgets for both sites as reflected in the table below for the reasons stated in this Board Letter.

SITE	BID AMOUNT	AUTHORIZED PROJECT BUDGET	DELTA
POM2	\$292,012	\$281,930	\$10,082
SCHCYN	TBD	\$381,710	\$9,790
TOTAL REQUESTED INCREASE:			\$19,873

#### **POM2 Site:**

It is necessary to request an increase for the project budget at the POM2 site for the following reason. At the POM2 site a new roof was recently installed. As the work at that site is a rooftop configuration, in an effort to maintain the integrity of the new roof warranty, the landowner asked the same roofer be utilized by the Authority's contractors which resulted in a cost impact to the original estimate.

### **SCHCYN Site:**

Although bids have not been received for this site, the Authority is being proactive and requesting a cost increase at the SCHCYN site in anticipation of costs increasing due to information gathered via a slope stability analysis performed at the site. The slope stability revealed the location originally slated for installation was not feasible. As a result, the Authority's installation was relocated and requires the construction of a retaining wall, which has a cost impact to the original estimate. The estimate is based on the nature of the required work. In the event the bid for this site exceeds this estimate, Authority staff will return to your Board for additional approval.

In light of this information, your Board's approval is requested to authorize an increase to the project budgets at these two (2) sites which would authorize the Executive Director to execute construction contracts for the same.

### **FISCAL IMPACT/FINANCING**

The requested increased amount of \$19,873 for the construction at the two sites will be fully funded by the BTOP grant and is within the existing budget.

### **ENVIRONMENTAL DOCUMENTATION**

As the CEQA lead agency, the Authority previously determined on July 11, 2019 and in a prior Board action on December 5, 2019, respectively, the design, construction, implementation, operation, and maintenance of the two (2) sites (POM2 and SCHCYN) at which PSBN Round 2 infrastructure may be installed are categorically exempt from review under CEQA pursuant to 14 Cal. Code Regs. ("CEQA Guidelines") §§ 15301, 15303, 15304, and/or 15332.

### **SCHCYN Site**

For the SCHCYN site, this site is exempt from review under CEQA pursuant to CEQA Guideline sections 15303, 15304 and 15332. This determination was based on a detailed analysis of each site, available in the Authority's files, which demonstrates that the communication equipment and infrastructure proposed at the site (1) consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and/or the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure (Guidelines § 15303); (2) consists of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (Guidelines § 15304); and (3) qualifies as in-fill development (Guidelines § 15332). The analysis also demonstrated that none of the activities proposed at the site trigger any applicable exception to the identified categorical exemption(s). (Guidelines § 15300.2.)



Specifically, for the SCHCYN site, the project would not impact any environmental resources of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies. Further, at none of the sites would the cumulative impact of successive projects of the same type in the same place, over time be significant; at none of the sites is there a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances; at none of the sites would the project result in damage to scenic resources within a highway officially designated as a state scenic highway; none of the sites are located on a site included on any list compiled pursuant to Section 65962.5 of the Government Code; and at none of the sites would the project cause a substantial adverse change in the significance of a historical resource.

#### POM2 Site

For the POM2 site, this site is exempt from review under CEQA pursuant to CEQA Guidelines §§ 15301, 15303, 15304 and 15332. This determination was based on a detailed analysis of the site, available in the Authority's files, which demonstrates that the communications equipment and infrastructure proposed at each site (1) consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use (Guidelines § 15301); (2) consist of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and/or the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure (Guidelines § 15303); (3) consist of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (Guidelines § 15304); and (4) qualify as in-fill development (Guidelines § 15332). The analysis also demonstrates that none of the activities proposed at this site triggers any applicable exception to the identified categorical exemption(s). (Guidelines § 15300.2.).

Specifically, the project would not impact any environmental resources of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies. Further, at none of the sites would the cumulative impact of successive projects of the same type in the same place, over time be significant; at none of these sites is there a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances; at none of the sites would the project result in damage to scenic resources within a highway officially designated as a state scenic highway; none of the sites are located on a site included on any list compiled pursuant to Section 65962.5 of the Government Code; and a none of the sites would the project cause a substantial adverse change in significance of a historical resource.

The PSBN Round 2 System work at POM2 and SCHCYN are undergoing parallel federal environmental review under the National Environmental Protection Act (NEPA).

Upon your Board's approval of the recommended actions, the Authority will file a Notice of Exemption for the POM2 and SCHCYN sites with the County Clerk in accordance with Section 15062 of the State CEQA Guidelines.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

Counsel to the Authority has reviewed the recommended actions and has approved as to form.

**CONCLUSION**

Upon the Board's approval of the recommended actions, the Executive Director will have delegated authority to proceed in a manner described in the recommended actions.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Scott Edson", is written over a horizontal line.

SCOTT EDSON  
EXECUTIVE DIRECTOR

JA

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cc: Counsel to the Authority