



SACHI A. HAMA  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
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*"To Enrich Lives Through Effective And Caring Service"*

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December 20, 2016

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

Dear Supervisors:

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

21 December 20, 2016

LORI GLASGOW  
EXECUTIVE OFFICER

**REQUEST FOR DELEGATED AUTHORITY TO THE CHIEF EXECUTIVE OFFICER  
TO EXECUTE SITE ACCESS AGREEMENTS WITH LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY  
(THIRD AND FIFTH DISTRICTS)  
(3 VOTES)**

### SUBJECT

The recommendation is to make environmental findings and to request delegated authority for the Chief Executive Officer, or her designee, to execute in substantially similar form to those attached, Site Access Agreements with the Los Angeles Regional Interoperable Communications System Authority, for the installation, operation, and maintenance of Land Mobile Radio equipment at the San Dimas, Castro Peak and Cerro Negro sites.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the approval and execution of the Site Access Agreement for Cerro Negro with the Los Angeles Regional Interoperable Communications System Authority to allow for all Land Mobile Radio System work to occur at this County-owned site as covered by the Site Access Agreement is statutorily exempt from review under the California Environmental Quality Act pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System project, for the reasons stated in this letter and as noted in the record of the project.

2. Acting as a responsible agency for the Los Angeles Regional Interoperable Communications System Land Mobile Radio System, find that the approval and execution of the Site Access Agreements for the San Dimas and Castro Peak Telecommunication Sites, with the Los Angeles Regional Interoperable Communications System Authority, to allow for the installation, operation, and maintenance of Land Mobile Radio equipment at these sites that are owned by the County, are (a) within the scope of the Final Environmental Impact Report for the Los Angeles Regional Interoperable Communications System Land Mobile Radio System, which was previously certified by the Los Angeles Regional Interoperable Communications System Authority under the California Environmental Quality Act on March 29, 2016, and which was previously considered by the Board; (b) find that environmental findings and Mitigation Monitoring Program previously adopted by the 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 Environmental Impact Report due to new significant effects or a substantial increase in the severity of previously identified significant effects.

3. Approve the Site Access Agreements for San Dimas, Castro Peak and Cerro Negro, and delegate authority to the Chief Executive Officer, or her designee, to execute, in substantially similar form, the Site Access Agreements and other corresponding documents for the installation, operation, and maintenance of the Land Mobile Radio equipment at San Dimas, Castro Peak, and Cerro Negro.

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

The purpose of the recommended action is to find that the Site Access Agreement (SAA) for Cerro Negro is statutorily exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, and that the Site Access Agreements (SAAs) for San Dimas and Castro Peak are within the scope of the previously certified Final Environmental Impact Report (EIR) for the Los Angeles Regional Interoperable Communications System (LA-RICS) Land Mobile Radio (LMR) System, and allow the Chief Executive Officer (CEO) to execute gratis, non-exclusive SAAs, and other corresponding documents for the Los Angeles County-owned sites of San Dimas, Castro Peak, and Cerro Negro. The recommended action will allow for the installation, operation, and maintenance of new 100-132 foot lattice towers for the LA-RICS LMR System at the three County-owned sites.

Expeditious and efficient processing of the SAAs are needed for LA-RICS to fulfill its grant funding timeline obligations under Urban Areas Security Initiative (UASI) 2013 and 2017. The use of the subject sites will facilitate applying these Federal funds timely. The subject County-owned sites are outlined in Attachment A.

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

The proposed Agreements support the Countywide Strategic Plan Goal of Operational Effectiveness (Goal 1). Upon entering into the proposed Site Access Agreements, LA-RICS will be in a position to further develop a modern public safety LMR Communications System that will maximize the effectiveness of processes, structure, and operations to support the timely delivery of customer-oriented and efficient public services, particularly in the areas of public safety.

## **FISCAL IMPACT/FINANCING**

The granting of non-exclusive access to LA-RICS will be on a gratis basis, as agreed upon on in prior agreements.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The LA-RICS Authority was formed in 2009, as a Joint Powers Authority comprised of independent cities, the County, and other public agencies throughout Los Angeles County. The County is a member agency in the LA-RICS Authority. LA-RICS Authority's mission is to engage in a region-wide cooperative effort to plan and establish a wide-area interoperable public safety communications network known as LA-RICS. When commissioned, the LA-RICS network will provide first and secondary responders with the technology to coordinate, in real time, their response to day-to-day operations, and most importantly, during emergencies. The LA-RICS network is made up of two independent systems, the Public Safety Broadband Network (PSBN) also known as Long Term Evolution (LTE), and the LMR Systems. The SAAs covered in this recommendation are only for the LMR System.

The LMR System is a single, unified public safety radio communications system for Los Angeles County. Currently, more than 80 public safety agencies use 40 different and aging radio systems to communicate, preventing them from talking in real-time during catastrophic events. LA-RICS will provide public safety agencies with better, faster, and more accurate information with which to save lives and protect property.

The proposed SAAs have been negotiated and prepared by the Chief Executive Office, LA-RICS, and County Counsel. Each SAAs will be executed in a form substantially similar to Attachment B, and it specifies LA-RICS' responsibilities for utility payments, maintenance obligations, as well as certain insurance and indemnification requirements.

Door-to-door outreach to residents/businesses is not required for Castro Peak, since there are no residents/businesses within 500 feet. LA-RICS project staff conducted outreach to residents near San Dimas by attending the Via Verde Estates and the Bel Vintage Homeowner Association Board of Director meetings on November 29, 2016, where the LA-RICS Outreach Team provided a presentation on the proposed installation and the construction schedule. In regards to Cerro Negro, LA-RICS Program Manager met with the City Manager of La Canada Flintridge on October 27, 2016, to review the proposed plans and address any concerns. At the direction of La Canada Flintridge City Manager, the Outreach Team attended the City Planning Commission Meeting on November 22, 2016. A total of nine residents residing within 500 feet of Cerro Negro will receive construction notifications one to two weeks prior to the start of construction.

## **ENVIRONMENTAL DOCUMENTATION**

As the CEQA lead agency, the LA-RICS Authority has determined that approval and execution of the SAA and all work covered by the SAA at the Cerro Negro site meet all of the criteria listed in the Public Resources Code Section 21080.25, the statutory CEQA 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 is based upon substantial evidence in the custody of the LA-RICS Authority, as noted in the record of proceedings of the County for the SAA for Cerro Negro, and which shows each of the following, as required by the exemption:

- (a) The project site is publicly owned and already contains antenna support structures and/or a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.
- (b) Construction and implementation at the project site would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species.
- (c) Construction and implementation of the project at the site would not have a substantial adverse impact on historical resources pursuant to Public Resources Code Section 21084.1.
- (d) Operation at the project site will not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Sections 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.
- (e) Each new central system switch will be located within an existing enclosed structure at a publicly owned project site, or will be housed at an existing private communications facility.
- (f) None of the sites are located on a school or sacred cultural site.

The environmental impacts of the project at the San Dimas and Castro Peak sites were evaluated in the EIR prepared by the LA-RICS Authority for the LMR System. On March 29, 2016, the LA-RICS Authority 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. On April 12, 2016, the Board of Supervisors, acting on behalf of the County, and as a responsible agency under CEQA, considered the Final EIR, which analyzed environmental impacts from the installation, operation, and maintenance of LMR equipment when it delegated authority to the CEO to execute the Site Access Agreements at two County-owned sites. The currently recommended actions related to the San Dimas and Castro Peak sites 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 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 Codes section 21166 or CEQA Guidelines sections 15162 and 15163. The previously adopted MMP will continue to apply.

Upon the Board's approval of the recommended actions, the County Chief Executive Office will file a Notice of Exemption with the Registrar-Recorder/County Clerk for the Cerro Negro site pursuant to Section 21152(b) of the California Public Resources Code and Section 15062 of the State CEQA Guidelines, and will file a Notice of Determination with the Registrar-Recorder/County Clerk for the San Dimas and Castro Peak sites pursuant to Section 21152(a) of the California Public Resources Code and Section 15094 of the State CEQA Guidelines.



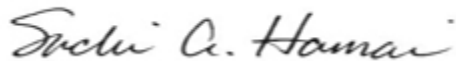
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will not compromise public safety missions or disrupt vital, existing communication services.

**CONCLUSION**

It is requested that the Executive Office, Board of Supervisors, return two certified copies of the Minute Order to the CEO, Real Estate Division, at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012.

Respectfully submitted,



SACHI A. HAMAI  
Chief Executive Officer

SAH:DPH:CMM  
KW:AA:EJ:kb

Enclosures

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

# ATTACHMENT A

## LA-RICS LMR SYSTEM SITES

<i>LMR Site Information - County Supervisorial District 3</i>						
Site ID	Facility Name	Address Line	City	State	Zip Code	Parcel Ownership
CPK	Castro Peak	Castro Peak Motorway/928 Latigo Cyn	Malibu	CA	90265	LA County
<i>LMR Site Information - County Supervisorial District 5</i>						
Site ID	Facility Name	Address Line	City	State	Zip Code	Parcel Ownership
CRN	Cerro Negro	Access via: Sugar Loaf Dr.	La Canada Flintridge	CA	91011	LA County
SDW	San Dimas	310 Via Blanca	San Dimas	CA	91773	LA County

DRAFT

**ATTACHMENT B**  
**SITE ACCESS AGREEMENT**

**SITE ACCESS AGREEMENT  
SAN DIMAS TELECOMMUNICATIONS SITE**

**THIS SITE ACCESS AGREEMENT** ("Agreement"), is made and entered into in duplicate original this \_\_\_\_\_ day of \_\_\_\_\_, 2016,

**BY AND BETWEEN**

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

**AND**

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

**RECITALS:**

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

**WHEREAS**, County owns certain real property commonly known as Los Angeles County San Dimas Communication Site ("San Dimas") in San Dimas, California, as described on Exhibit A attached hereto ("Real Property"); and

**WHEREAS**, County desires to license the use of a portion of the Real Property to the LA-RICS AUTHORITY for use as a Land Mobile Radio ("LMR") communication site; and to collocate with LA-RICS AUTHORITY on a new communication tower and a new generator building built by LA-RICS AUTHORITY while County's own communication tower shall be demolished in order to make room for LA-RICS AUTHORITY'S new tower on the Real Property; and LA-RICS AUTHORITY shall also build its own equipment shelter for its sole use on the Real Property.

**WHEREAS**, the parties hereto acknowledge that: (a) LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LMR Vendor") to design, construct, and perform services with respect to a regional interoperable LMR telecommunications system as a part of the LA-RICS; (b) the LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LMR Vendor") to design and construct a regional interoperable LMR telecommunications system as a part of the LA-RICS; and (c) any of the LA-RICS Authority member agencies may assume the LA-RICS Authority's rights and obligations under this Agreement and/or may perform services with respect to this LA-RICS; and

**WHEREAS**, LA-RICS AUTHORITY is willing to accept and exercise the rights granted by this Agreement for use of a LMR 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. **LMR SITE**

1.01 County hereby licenses to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from County on the terms and conditions set forth herein, the use of land within a portion of the Real Property, together with private access roads that have been given prior approval or prescriptive easement for use by County and its agents and for access and utilities as set forth in Section 13 below, to install and operate an unmanned LMR communication facility, consisting of the land space shown on Exhibit A attached hereto and incorporated herein by this reference (the "LMR Site").

1.02 The LA-RICS AUTHORITY acknowledges its personal inspection of the LMR 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 LMR Site in its as-is condition with no duty to investigate, and County makes no warranty, express or implied, as to the suitability of the LMR 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 LMR Vendor may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the LMR 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 ownership right of possession of the County, or the 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 LMR 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 only remove any of its own improvements to the Real Property with a 60 day notice to the County, entirely at LA-RICS' own costs, if such improvements to be removed are not for the purpose of collocating with the County, during the term of this Agreement, and County 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 LMR Site for the installation, operation, maintenance, and repair of a LMR facility. The LA-RICS AUTHORITY (and/or its member agencies, the LMR Vendor and/or other agents): (a) shall have the right to construct, install, repair, remove,

replace, maintain, and operate the LA-RICS AUTHORITY's LMR communications system, which typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) 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 LMR Site 24 hours per day, 7 days per week without notice. The LMR 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 LMR Site and/or the Real Property hereunder, including without limitation usage by the LMR 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 County's authority to exercise any right or power concerning the utilization of the Real Property including without limitation the LMR Site; provided, however, that such County authority shall not include the exercise of any right or power that would interfere with the LA-RICS Facility.

### 3. **APPROVALS/DESIGN REVIEW**

The LA-RICS AUTHORITY shall furnish and submit to County copies of project plans and specifications (along with any other information reasonably requested by County ) for the LMR Site at the 50%, 75%, and 100% stages of design development, for County's review and approval. LA-RICS AUTHORITY agrees to discuss with County, the County's or local home ownership association's concerns, if any, regarding the proposed plans and to work in good faith to address such concerns and obtain County's approval prior to implementation of said plans.

Conceptual site plans for the LMR Site are identified in Exhibit C. Upon the LA-RICS AUTHORITY's and County's (or County's authorized agent's) approval of the final site plan for the LMR Site, such final site plan will be deemed incorporated herein by reference as an update to Exhibit C. County agrees that each will approve or deny approval of all plans and specifications within 10 business days of receipt of said plans and specifications or they shall be deemed approved. LA-RICS AUTHORITY shall provide County with a notice of work commencement and an estimated time of completion for this LMR Site.

County 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 (i.e., the LA-RICS AUTHORITY has adopted the County's operating mode). Accordingly, County and the LA-RICS AUTHORITY agree that the

LA-RICS AUTHORITY (i) will comply with County Building Code requirements and (ii) will seek only those governmental approvals that would normally apply to the County, other than with respect to ministerial permits as described below. Notwithstanding the foregoing, the parties agree that their cooperation in addressing any concerns raised by the County is essential to the success of the LA-RICS project and that accordingly all such concerns will be taken into consideration throughout the LMR Site plan approval process, as described in this Section 3 and in Section 8.

Should ministerial permits be required, County, shall expeditiously process such permits within its jurisdiction. To the extent there may be costs associated with County'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 LMR 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 LMR Site will be compatible with the LA-RICS AUTHORITY's engineering specifications and design and operational requirements. County 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 upon written notice of termination (a) by LA-RICS AUTHORITY or (b) by County pursuant to Section 28 (Default) hereof.

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**

County 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 LMR Site. In addition, County shall have the right to inspect said equipment and the LMR 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 County during any such inspection of or access to a LMR Site. The LA-RICS AUTHORITY shall not



commence installation of equipment or alteration of a LMR Site, or any portion thereof, until County 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. County'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 County 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 LMR Site including power outputs or changes in the use of frequencies described in Exhibit B hereto (Equipment List), but not including "like-kind" replacements that are not involving a colocation of LA-RICS with County except after County have 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 County 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 County. 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 LMR 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 County may grant the use of any unused portion of the Real Property to any third party for the purpose of installing communications transmitting equipment, 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 County shall be required to comply with all applicable noninterference rules of the FCC.

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

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

7.05 Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LMR Site, LA-RICS AUTHORITY shall provide County 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 LMR Site in CAD and PDF formats. Upon receipt of the As-Builts by County, 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, County may cause such As-Builts to be prepared on behalf of LA-RICS AUTHORITY and County shall assess a fee for such As-Builts, the cost of which shall become immediately due and payable to County upon invoice accompanied by supporting documentation of such fee. County shall be responsible for completion of and costs associated with As-Builts resulting from any modifications required by County.

## 8. ALTERATIONS

LA-RICS AUTHORITY shall make no renovations, alterations or improvements to the LMR 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 County, 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 County, if the "like-kind" infrastructure is not for colocation purposes or that may be required as a result of FCC rules or regulations, after providing notice to County. LA-RICS AUTHORITY agrees: (i) to submit to the County, for review and approval, all plans and specifications, working drawings, and other information reasonably required by the County covering proposed alterations by LA-RICS AUTHORITY, (ii) to discuss with County on their 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 County.

9. **MAINTENANCE**

County shall be responsible for maintenance of the Real Property, including the LMR Site, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities. The LMR Site shall be kept neat and clean by LA-RICS AUTHORITY and ready for normal use by County and other users. Should LA-RICS AUTHORITY fail to accomplish this, following 30 days written notice from County, County may perform the work and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by County.

LA-RICS AUTHORITY shall be responsible for the timely repair of all damage to the LMR 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 LMR Vendor. Should LA-RICS AUTHORITY fail to promptly make such repairs after thirty (30) days written notice from County, County may have repairs made and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by County.

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 County of Los Angeles Building Code.

LA-RICS AUTHORITY shall remove any debris to the extent resulting from maintenance, operation and construction on the LMR Site by LA-RICS AUTHORITY, its agents or contractors (including without limitation the LMR Vendor). In the event that LA-RICS AUTHORITY fails to remove such debris from the LMR Site, County 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, County 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 LMR Vendor shall:

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

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

(c) Conduct the Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the Real Property by County or the public, except as herein permitted, and remove any agent, 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 LMR Site, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the County, its agents, employees or contractors.

11.02 As applicable, LA-RICS AUTHORITY and its LMR Vendor shall adhere to the following requirements when collocating with County on the communication tower to be constructed by LA-RICS AUTHORITY:

(a) The communication tower shared by County and LA-RICS AUTHORITY as well as the equipment shelter solely used by LA-RICS AUTHORITY and its LMR Vendor are expected to be well kept, used with the uttermost care and clean of debris at all times.

(b) LA-RICS AUTHORITY'S equipment shelter is expected to be locked at all times, unless in the presence of LA-RICS AUTHORITY and its LMR Vendor service technicians or technical staff members.

(c) LA-RICS AUTHORITY and its LMR Vendor shall not enter the equipment shelters or equipment cabinets owned and operated by the County, State and Ventura. County will not enter LA-RICS AUTHORITY'S equipment shelter except in the event of an emergency as described in Section 14: Emergency Access by County.

(d) Vehicles used by LA-RICS AUTHORITY and its LMR Vendor to access the LMR site should be parked without blocking the entrance of Castro Peak Communication Site or blocking any other vehicles trying to access the general vicinity on Castro Motorway.

(e) Service technicians/staff members of LA-RICS AUTHORITY and its LMR Vendor who are accessing the LMR Site need to wear identification badges. At all times, LA-RICS AUTHORITY and its LMR Vendor are expected to be courteous to all parties inside the Real Property or along Castro Motorway, which is privately owned by road access owners and home owners, by showing their identification badges if requested and communicating the purpose of their entry onto the LMR Site.

## 12. **RELOCATION**

12.01 County 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 LMR 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) County shall pay all costs incurred by LA-RICS AUTHORITY for relocation of LA-RICS AUTHORITY's equipment from the LMR Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LMR 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) County 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 LMR 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 LMR Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LMR 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 County at least sixty (60) days written notice of the requested relocation; requested relocation shall be subject to prior approval by County, such approval not to be unreasonably withheld.

13. **ACCESS TO LMR SITE**

13.01 County hereby grants to the LA-RICS AUTHORITY, its member agencies, the LMR Vendor, and other agents a nonexclusive right to use, at its sole risk, during the term of this Agreement, the access which serves the LMR Site ("Access"), but only to the extent the County has the legal authority to grant such access. The LA-RICS AUTHORITY, on behalf of itself and its member agencies, and the LMR Vendor, acknowledge and accept the present condition of the Access on an "as is" basis. The LA-RICS AUTHORITY shall provide County with notice of all of its representatives or agents who are authorized to access the LMR 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 County, 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 County 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 LMR Vendor.

14. **EMERGENCY ACCESS BY COUNTY**

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



15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

15.01 **No Interference.** LA-RICS AUTHORITY shall not use the LMR 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 County or County'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 County's Internal Services Department Facilities Standard STD-140 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 County'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 County 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 County 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 promptly meet with County to cooperatively discuss and reach agreement on how such interference will be resolved. County agrees that County 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 County'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 LMR 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 County 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 LMR Site. If such installation is not feasible, as determined by County, 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 County 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 County 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 LMR Vendor.

County 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 County and/or its agents, elected and appointed officers, employees, and contractors in connection with the performance of County's obligations hereunder.

18. **INSURANCE**

Without limiting LA-RICS AUTHORITY's obligations to County, 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 County's Risk Manager, and evidence of such programs satisfactory to the County Risk Manager, shall be delivered to the CEO, 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 County 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 County and Master Licensor as additional insureds (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 County as an additional insured.

**General Liability.** A program of insurance which shall be primary to and not contributing with any other insurance maintained by County, written on ISO policy form CG 00 01 or its equivalent, and endorsed to name the County as an additional insured, and shall include, but not be limited to:

- *Comprehensive general liability insurance* endorsed for Site-operations, products/completed operations, contractual, broad from 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

- *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.

**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

**Commercial Property Insurance.** Such coverage shall:



- Provide coverage for County’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 County 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.

**Construction Insurance.** If major construction work is performed by LA-RICS AUTHORITY during the term of this License (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. County 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 County furnished materials and equipment, against loss or damage until completion and acceptance by the LA-RICS AUTHORITY and the County if required.
- *General Liability Insurance.* Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, naming County 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 County 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 License, 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 County 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 County as the alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

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

Notification of Incidents. LA-RICS AUTHORITY shall report to County 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 County. Such report shall be

made in writing within seventy-two (72) hours of LA-RICS AUTHORITY's knowledge of such occurrence.

Compensation for County 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 County, LA-RICS AUTHORITY shall pay full compensation for all reasonable costs incurred by County.

## 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 County 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 County shall be repaid by LA-RICS AUTHORITY to County upon demand.

19.02 Use of the LMR 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 LMR 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, County, City, or any other tax or assessment-levying body upon the LMR Site arising from LA-RICS AUTHORITY' use of the LMR Site.

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

20.04 County reserves the right to pay any such tax, assessment, fees or charges, and all monies so paid by County shall be repaid by LA-RICS AUTHORITY to County upon demand. LA-RICS AUTHORITY and County 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 County shall be addressed as follows:

County of Los Angeles  
Chief Executive Office – Real Estate Division  
222 South Hill Street, 3<sup>rd</sup> Floor  
Los Angeles, California 90012

Attn: Director of Real Estate

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

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 LMR Site and the Real Property and restore the LMR 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 LMR Site and the Real Property all of its LA-RICS Facility and personal property and improvements and restore the LMR 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 LMR 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 LMR Site and the Real Property within the time provided in this section, County 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 County within thirty (30) days of receipt of an itemized accounting of the cost for such removal of personal property and improvements. County 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 County 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 County 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 County.

**25. ASSIGNMENT**

25.01 This Agreement may not be sold, assigned or transferred by LA-RICS AUTHORITY without written consent of County, which consent will be at County'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 County:

- (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 COUNTY.

25.03 County shall approve or disapprove a proposed transfer, assignment or sublicense within sixty (60) days after LA-RICS AUTHORITY delivers all such items to the County. County'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 County.

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.

25.06 County shall have the right 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. County 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 County shall be retained by County, except for a fee in an amount calculated to compensate LA-RICS AUTHORITY for its administrative and other costs associated with approval of the lease or license.

## 26. **SUBORDINATION AND NON-DISTURBANCE**

County 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 County'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 County 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, County 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 LMR 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 Countyship 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 County's obligations under this Agreement, and (c) promptly cure all of the then-existing County 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 County of the Real Property, and (iii) agrees to accept a cure by Lender of any of County's defaults, provided such cure is completed within the deadline applicable to County.

## 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 County if such condemnation may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at the LMR 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 LMR 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 County 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, County 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. County 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, County 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 LMR Site and remove all LA-RICS AUTHORITY's improvements located thereon. In the event of a default hereunder by

County, LA-RICS AUTHORITY shall provide written notice thereof to County. County shall have sixty (60) days from the date of said notice in which to cure the default, provided that County 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 County 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 County unless and until County has failed to cure a default within the time periods set forth in this section. In the event that County 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 County for all costs reasonably incurred by LA-RICS AUTHORITY in effecting such cure, or (b) terminate this Agreement upon written notice to County.

## 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**

30.01 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 LMR 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.

30.02 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**

31.01 Either party shall have the right to terminate this Agreement with respect to all or any portion of the LMR Site in the event of one of the following: (a) the applicable Real Property or the LMR 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 County in its sole discretion elects not to make such repair); or (b) the applicable Real Property or LMR 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 LMR 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 LMR Site should County 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.

31.02 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.

31.03 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 County'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 County 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 County.

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 County of Los Angeles.

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 County 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 County may terminate, or suspend this Agreement.

36.05 While the County 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 County 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 County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS (\$500.00) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of terminating or suspending this 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 County 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 LMR Vendor and all information obtained in connection with the County's right to inspect the LMR Site or any other rights provided by this Agreement shall become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records, except as specifically provided by California Government Code Section 6250 et seq. ("Public Records Act") and which are marked "trade secret," "confidential," or "proprietary." The County shall not be in any way liable or responsible for the disclosure 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 County 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 County from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under the

Public Records Act within thirty days after LA-RICS AUTHORITY's receipt of County's invoice.

39.03 Any documents submitted by County 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 County for any of the aforementioned documents, information, books, records, and/or contents County 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 County'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 LMR Site or improvements thereon, or distribute or cause to be distributed any advertising materials unless prior approval therefor is obtained from the County.

40.02 Habitation. The LMR 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 LMR Site.

40.04 Safety. LA-RICS AUTHORITY shall immediately correct any unsafe condition on the LMR 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 LMR Site. LA-RICS AUTHORITY shall cooperate fully with County in the investigation of any accidental injury or death occurring on the LMR Site, including a prompt report thereof to the County. LA-RICS AUTHORITY shall cooperate and comply fully with County, 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 LMR 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 LMR Site and within a

distance of fifty (50) feet thereof, and LA-RICS AUTHORITY and County 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 LMR Site from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the County. County shall be responsible for securing the Real Property to the extent deemed necessary by County 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 County 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 LMR 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 County 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 County and LA-RICS AUTHORITY.

**COUNTY-SPECIFIC PROVISIONS:**

48. **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.

49. **ENFORCEMENT**

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

50. **SOLICITATION OF CONSIDERATION**

50.01 It is improper for any County officer, employee or agent to solicit consideration, in any form, from a licensee with the implication, suggestion or statement



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

50.02 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.

**51. 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 County'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 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).

**52. WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

52.01 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.

52.02 As required by the County's Child Support Compliance Program (County 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 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 County has caused this Agreement to be executed on the day, month and year first above written.

THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

COUNTY OF LOS ANGELES

A California Joint Powers Authority

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

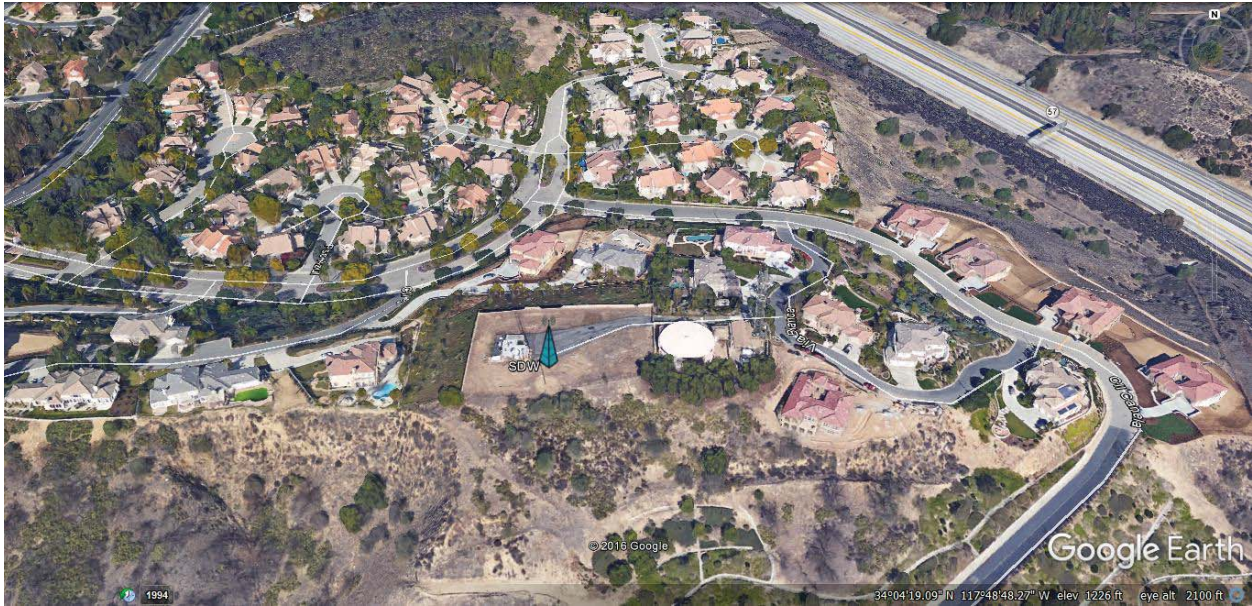
MARY C. WICKHAM  
COUNTY COUNSEL

MARY C. WICKHAM  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Deputy

# EXHIBIT A SITE DESCRIPTION



**County of Los Angeles San Dimas Telecommunications Site  
310 Via Blanca  
San Dimas, CA 91773**

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code	Supervisory District
SDW	San Dimas	LA County	310 Via Blanca	San Dimas	CA	91773	5

EXHIBIT B

**EQUIPMENT LIST**

**County of Los Angeles San Dimas Telecommunications Site**

New LMR Pre-fabricated Equipment **Shelter** (approx. 12' x 32')

New LMR Indoor **RF Racks** (8), **DC Rack** (1), **Battery Racks** (2) & **Future Racks** (5)

New **Generator**

New **GPS antennas** (6) mounted to Shelter

New 110 feet tall self-supporting **Tower**

New LMR (13) **Antennas**  
Relocated LMR (10) **Antennas**

New LMR (2) Microwave **Dishes**

New LMR **Diesel Fuel Tank** with CMU wall enclosure

**EXHIBIT C**

**SITE PLAN**

**County of Los Angeles San Dimas Telecommunications Site**

See next page for Preliminary Draft Plan (Zoning Drawings) dated October 13, 2016.

The County and Master Licensor approved Construction Document set will be incorporated by reference as part of the fully executed Site Access Agreement

**SITE DATA**

**SITE INFORMATION**

COUNTY: LOS ANGELES COUNTY  
 JURISDICTION: CITY OF SAN DIMAS  
 OCCUPANCY: U  
 ZONING: C-2  
 A.P.N.: 8448-059-900  
 USE: UNMANNED PUBLIC SAFETY TELECOMMUNICATIONS FACILITY

FLOOD ZONE: X  
 LAND OWNER: LA COUNTY CONSOLIDATED FIRE

**EQUIPMENT MAINTENANCE:**  
 ESTIMATED COST TO MAINTAIN EQUIPMENT ONCE SITE IS OPERATIONAL: ONE TO TWO THOUSAND PER MONTH (TYPICAL)

**BATTERIES:**  
 BATTERIES TO BE INSTALLED WITHIN EQUIPMENT SHELTER/ROOM ARE GEL-FILLED AND DO NOT REQUIRE SPECIAL VENTILATION MEASURES WITHIN THE SHELTER/ROOM. REFERENCE ATTACHED SPECIFICATIONS.

**PROJECT TYPE:**  
 NEW LA-RICS EQUIPMENT SITE WITH:  
 • NEW (17'-6"x32'-0") LMR PRE-FABRICATED EQUIPMENT SHELTER (CALIFORNIA COACH APPROVED)  
 • NEW LMR ROOM W/ RACKS (TOTAL 4), FUTURE RACKS (TOTAL 4), DC RACK (TOTAL 1), FUTURE BATTERY RACK (TOTAL 1) & BATTERY RACK (TOTAL 2)  
 • NEW LMR 110 FT. HIGH LATTICE TOWER  
 • NEW LMR ANTENNAS (TOTAL 13) MOUNTED TO NEW 110 FT. HIGH TOWER  
 • NEW LMR (2) MICROWAVE DISHES & (3) LTE (TOTAL 5) MOUNTED TO NEW 110 FT. HIGH TOWER  
 • NEW (1) LMR BACK UP GENERATOR AND FUEL TANK WITHIN A CMU ENCLOSURE  
 • NEW LMR GPS ANTENNAS (TOTAL 6) MOUNTED TO NEW LMR PRE-FABRICATED EQUIPMENT SHELTER  
 • EXISTING RF ANTENNAS (TOTAL 17) MIGRATING TO NEW 110 FT. HIGH TOWER



**LA-RICS**  
 Los Angeles Regional Interoperable  
 Communications System

**LMR**  
 SITE NAME  
**SDW**

**SAN DIMAS WATERTANK**

SITE ADDRESS  
**310 VIA BLANCA,  
 SAN DIMAS, CA 91773**

**PROJECT TEAM**

**PROJECT MANAGER:**  
 MOTOROLA SOLUTIONS  
 725 S. FIDELITY ST., SUITE 1655  
 LOS ANGELES, CA 90017  
 CONTACT: GORDY WASHINGTON  
 CELL: 818-897-9619  
 EMAIL: GORDY.WASHINGTON@MOTOROLASOLUTIONS.COM

**ENGINEER/ARCHITECT:**  
 MITCHELL J. ARCHITECTURE  
 4883 ROSEN CR. SUITE N  
 SAN DIEGO, CA 92111  
 TEL: 858-600-3100  
 CONTACT: ARI BRODSKY (PROJECT MANAGER)

**SURVEYOR:**  
 CAL VADA SURVEYING, INC.  
 411 2ND ST. SUITE 205  
 CORONA, CA 92630  
 TEL: 951-262-9960 FAX: 951-262-9744  
 TOLL FREE: 800-CALVADA WWW.CALVADA.COM

**STRUCTURAL ENGINEERS:**  
 Agave Structural Design  
 10705 Buckhorn  
 San Jose, CA 95121  
 TEL: 800-709-8027  
 CONTACT: Dennis A. Howe

**ELECTRICAL ENGINEERS:**  
 HARTON ENGINEERS  
 1202 E. MAIN ST. SUITE 240  
 PLEASANTON, CA 94566  
 TEL: (925) 468-9623 FAX: (925) 227-0423  
 COLLEEN HARTON, PE  
 CONTACT: ROB WELLS (204) 202-8900

**SHEET INDEX**

SHEET NO.	DESCRIPTION	REV. NO.
1	T1	4
2	C1	2
3	A1	4
4	A2	4
5	A3	4
6	A3.1	4

**UTILITIES**

SEE CUSTOMER SERVICE  
 1-800-850-8000  
 SITE CONTACT: JASON FELIX  
 TEL: 951-730-8811  
 ALL MS INSPECTION REQUEST  
 EMAIL: JFelix@sdm.com

 CAR TOLL FREE  
 1-800-433-3333  
 422-4-1333

**CENTER OF TOWER**

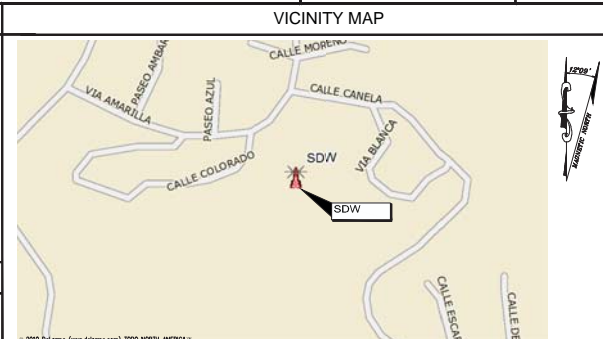
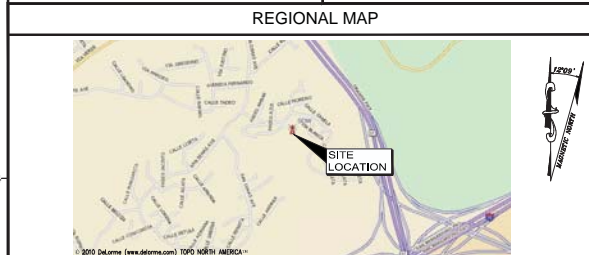
LATITUDE: 34°47'1.907" N  
 LONGITUDE: 117°46'45.597" W  
 ELEVATION: 1222.5 FT. ASL NAD 83

**APPLICANT**

LOS ANGELES PROJECT TEAM  
 2025 CORPORATE PLAZA, SUITE 200  
 MONTEREY PARK, CA 91764  
 CONTACT: ARI BRODSKY  
 TEL: (626) 229-8108  
 EMAIL: arbro@sdm.com

**ATTACHMENTS**

- SHELTER DRAWINGS
- UTILITY DESIGN
- TOWER DRAWINGS



**DRIVING DIRECTIONS**

FROM THE LA-RICS OFFICE (2025 CORPORATE PLAZA, SUITE 200 MONTEREY PARK, CA 91764)

- HEAD WEST ON CORPORATE PL.
- TURN LEFT ONTO CORPORATE CENTER DR
- TURN RIGHT AT THE 1ST CROSS ST. ONTO FLORAL DR
- TURN RIGHT TO MERGE ONTO 17-710 N
- MERGE ONTO 17-710 N
- TURN LEFT ONTO 17-710 EAST
- TURN LEFT ONTO E VIA VERDE ST.
- TURN RIGHT TO STAY ONTO E VIA VERDE ST.
- TURN RIGHT ONTO SAN DIMAS AVE
- TURN LEFT ONTO VIA AMARILLA
- TURN RIGHT ONTO VIA CANELA
- TURN RIGHT ONTO VIA BLANCA
- ARRIVE AT 310 VIA BLANCA, SAN DIMAS, CA 91773

NOTE: ALL INFORMATION IS SUBJECT TO FIELD VERIFICATION. ALL INFORMATION IS CONFIDENTIAL AND NOT FOR PUBLIC DISTRIBUTION WITHOUT EXPRESS CONSENT OF THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEMS AUTHORITY. © COPYRIGHT 2016, LA-RICS AUTHORITY. ALL RIGHTS RESERVED.

**APPROVALS**


DESIGN DRAWING / SUBMITTAL REVIEW

1. NOT FOR CONSTRUCTION 2. REVIEW & REVISIONS  
 3. DESIGN CORRECTIONS NEEDED 4. RE-DESIGN  
 5. NO ACTION REQUIRED 6. APPROVED - SEE COMMENTS


APPROVAL HAS BEEN PROVIDED FOR PRELIMINARY AND GENERAL CONFORMANCE TO CONTRACT DOCUMENTS ONLY. THE DESIGNER IS RESPONSIBLE FOR PRELIMINARY AND CONSULTING CONFORMANCE AT ALL TIMES FOR PERMITS, CLEARANCES, QUANTITIES, SPECIFICATIONS, PROCEDURES AND TECHNOLOGICAL COMPLIANCE. CONSULTANTS AND DESIGN FIRMS SHALL BE FULLY RESPONSIBLE FOR COMPLIANCE WITH ALL BUILDING CODES, CITY ORDINANCES, ENVIRONMENTAL REQUIREMENTS & REGULATORY MEASURES ASSOCIATED WITH THIS SITE.

DATE: \_\_\_\_\_  
 DESIGNER: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 AUTHORITY: \_\_\_\_\_

MOTOROLA PROJECT MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 LA-RICS AUTHORITY: \_\_\_\_\_ DATE: \_\_\_\_\_



Los Angeles Regional Interoperable Communications System



MOTOROLA SOLUTIONS


MITCHELL J. ARCHITECTURE, INC.  
 4883 ROSEN CR. SUITE N  
 SAN DIEGO, CA 92111  
 858.600.3100 (ph) 858.600.3140 (fax)  
 Mitchell J. Architecture, Inc.  
 Los Angeles Regional Interoperable Communications System

SDW  
 SAN DIMAS WATER TANK  
 310 VIA BLANCA, SAN DIMAS, CA 91773

ISSUED DATE: 10-13-16  
 CONSTRUCTION RECORD  
 DRAWN BY: WR, AC  
 CHECKED BY: RA, AB

**ZONING DRAWINGS**

NO.	DATE	DESCRIPTION
0	01-26-16	ZD'S
1	03-31-16	REVISED ZD'S
2	08-31-16	REVISED ZD'S
3	10-04-16	REVISED ZD'S
4	10-13-16	REVISED ZD'S



**TITLE SHEET**  
**T1**

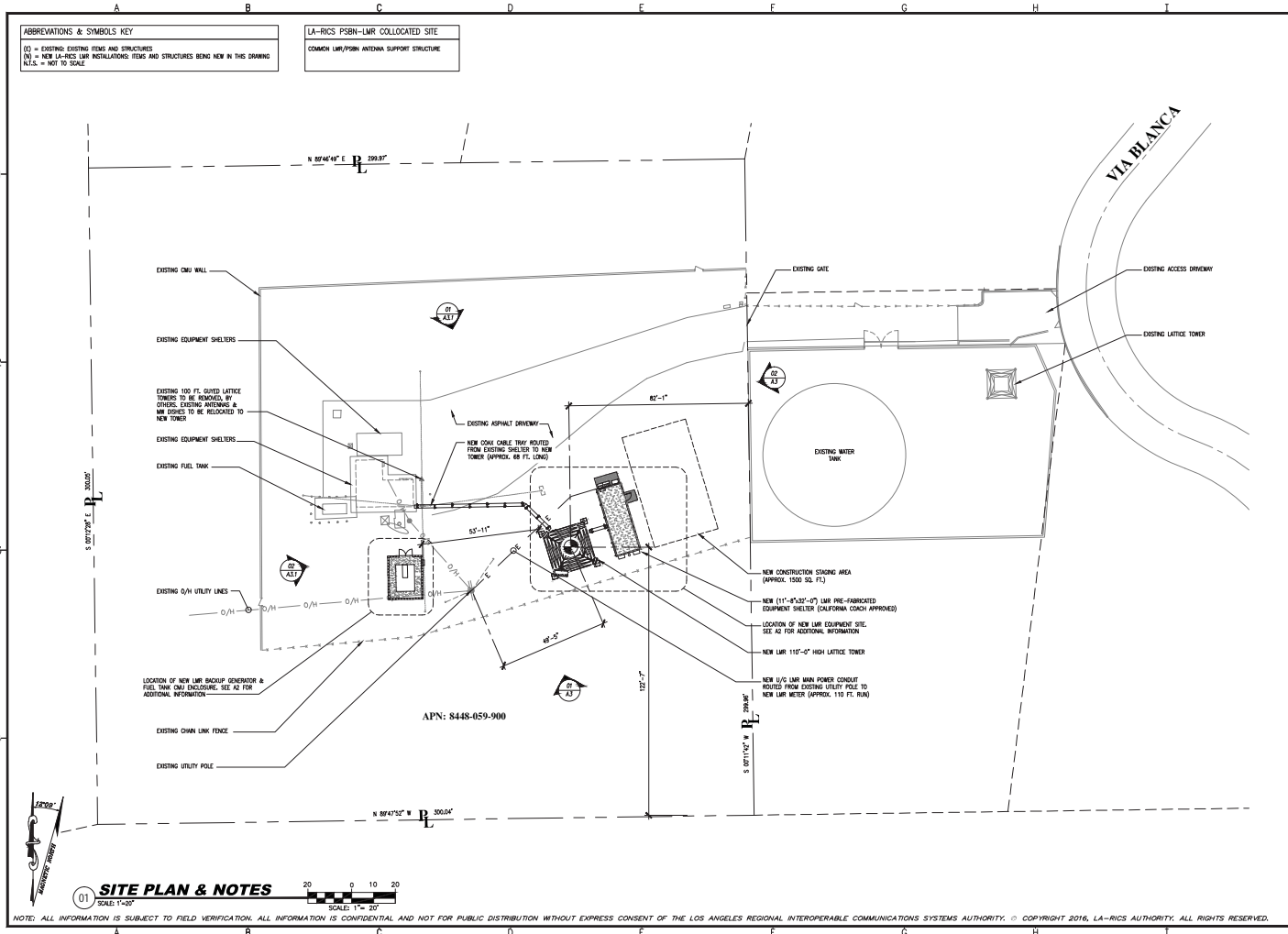
LMR-SDW-T1 4






**ABBREVIATIONS & SYMBOLS KEY**  
 (E) = EXISTING ITEMS AND STRUCTURES  
 (N) = NEW LA-RICS LMR INSTALLATIONS, ITEMS AND STRUCTURES BEING NEW IN THIS DRAWING  
 N.T.S. = NOT TO SCALE

**LA-RICS PSBH-LMR COLLOCATED SITE**  
 COMMON LMR/PSBH ANTENNA SUPPORT STRUCTURE




**SITE PLAN & NOTES**  
 SCALE: 1"=20'  
 0 10 20  
 SCALE: 1"=20'

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Los Angeles Regional Interoperable  
Communications System



**MOTOROLA  
SOLUTIONS**


MITCHELL J. ARCHITECTURE, INC.  
 10000 Wilshire Blvd., Suite 1100  
 Los Angeles, CA 90024  
 (310) 206-1111  
 (310) 206-1111 (Fax)

**SDW**  
 SAN DIMAS WATER TANK  
 310 VIA BLANCA, SAN DIMAS, CA 91773

ISSUED DATE: 10-13-16  
 CONSTRUCTION RECORDING  
 DRAWN BY: MR, AC  
 CHECKED BY: RA, AB

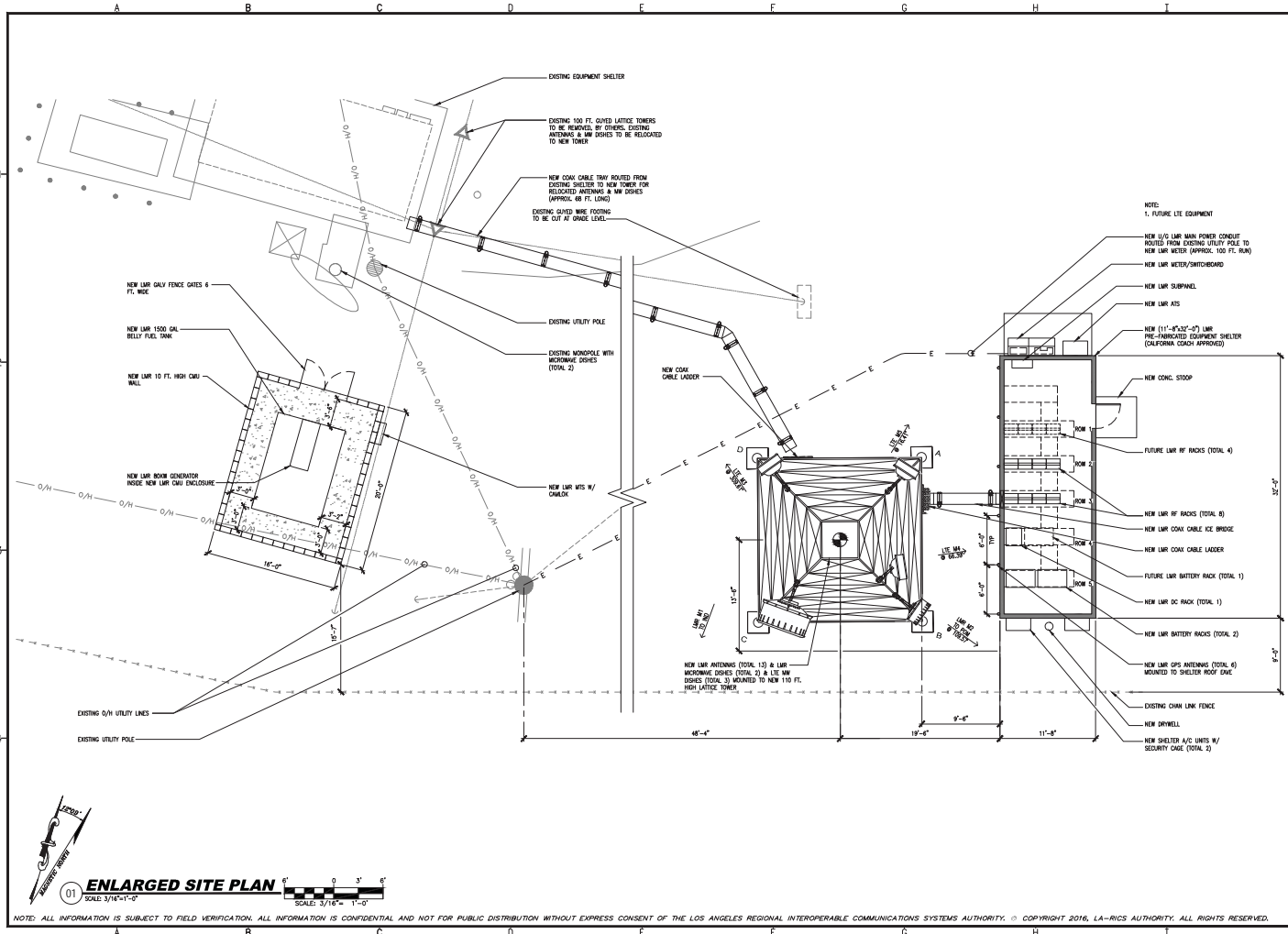
**ZONING DRAWINGS**


NO.	DATE	DESCRIPTION
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1	03-31-16	REVISED ZD'S
2	08-31-16	REVISED ZD'S
3	10-04-16	REVISED ZD'S
4	10-13-16	REVISED ZD'S




**SITE PLAN  
A1**

LMR-SDW-A1





Los Angeles Regional Interoperable Communications System



MOTOROLA SOLUTIONS

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MITCHELL J. ARCHITECTURE, INC.  
10000 Wilshire Blvd, Suite 1000  
Los Angeles, CA 90024  
Tel: 310.551.1111  
Fax: 310.551.1112  
www.mjarch.com

Los Angeles Regional Interoperable Communications System  
**SDW**  
**SAN DIMAS WATER TANK**  
**310 VIA BLANCA, SAN DIMAS, CA 91773**

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ISSUED DATE	10-13-16	
CONSTRUCTION RECORDS		
DRAWN BY	MR, AC	
CHECKED BY	RA, AB	
<b>ZONING DRAWINGS</b>		
<b>REVISIONS</b>		
NO.	DATE	DESCRIPTION
0	01-26-16	ZD'S
1	03-31-16	REVISED ZD'S
2	08-31-16	REVISED ZD'S
3	10-04-16	REVISED ZD'S
4	10-13-16	REVISED ZD'S

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**ENLARGED SITE PLAN**  
**A2**

LMR-SDW-A2

REFERENCE: SDW TOWER REPORT REV. 4,  
 8/14/2016, DOWD ENGINEERING  
 (MIRACOSTA)



MITCHELL J. ARCHITECTURE, INC.  
 10000 Wilshire Blvd., Suite 1100  
 Los Angeles, CA 90024  
 818.660.3130 (fax) 818.660.3140 (cell)  
 818.660.3130 (tel)

Los Angeles Regional Interoperable Communications System  
 SDW

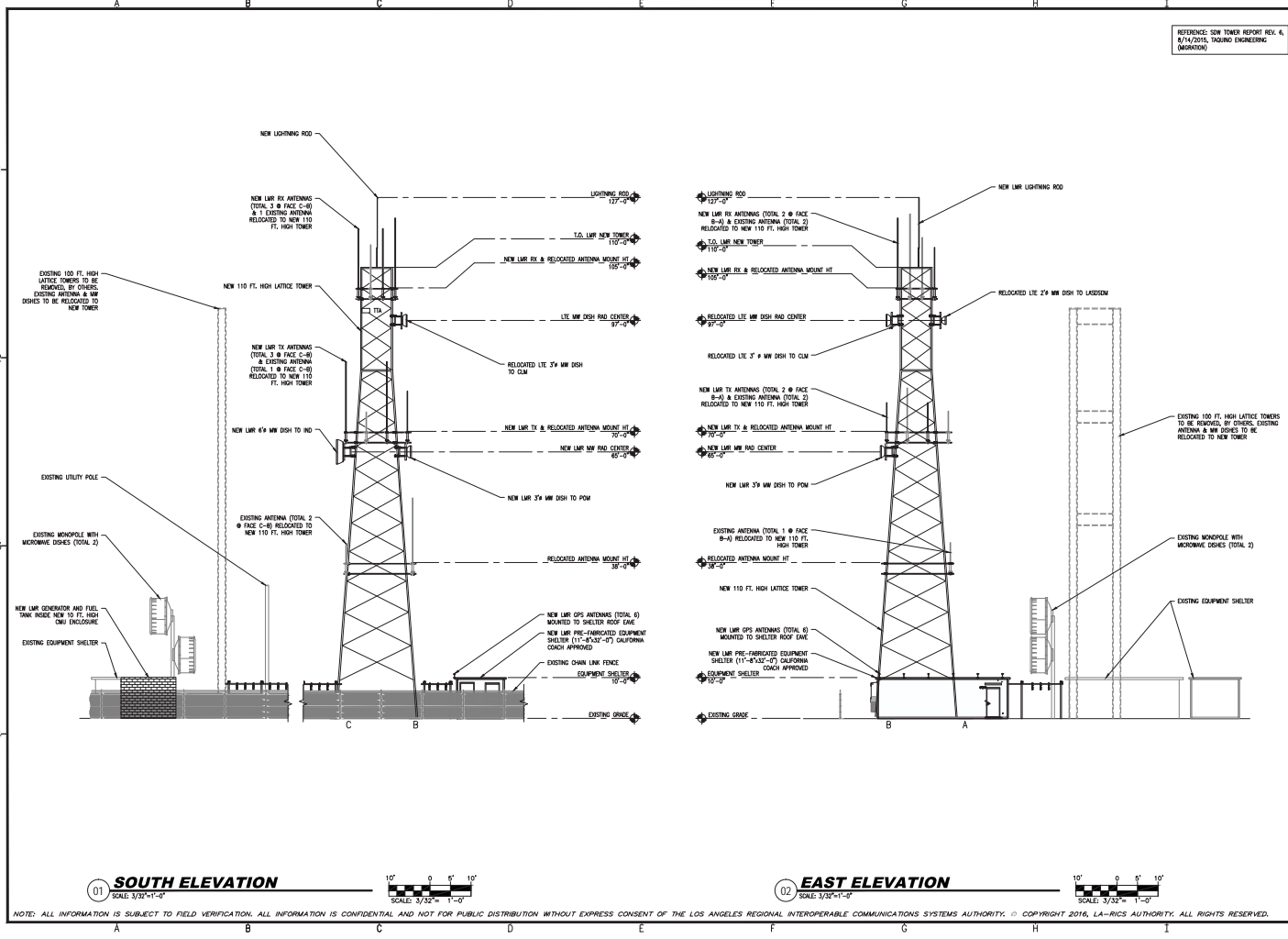
SAN DIMAS WATER TANK  
 310 VIA BLANCA, SAN DIMAS, CA 91773

ISSUED DATE	10-13-16	
CONSTRUCTION RECORD		
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CHECKED BY	RA, AB	
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REVISIONS		
NO.	DATE	DESCRIPTION
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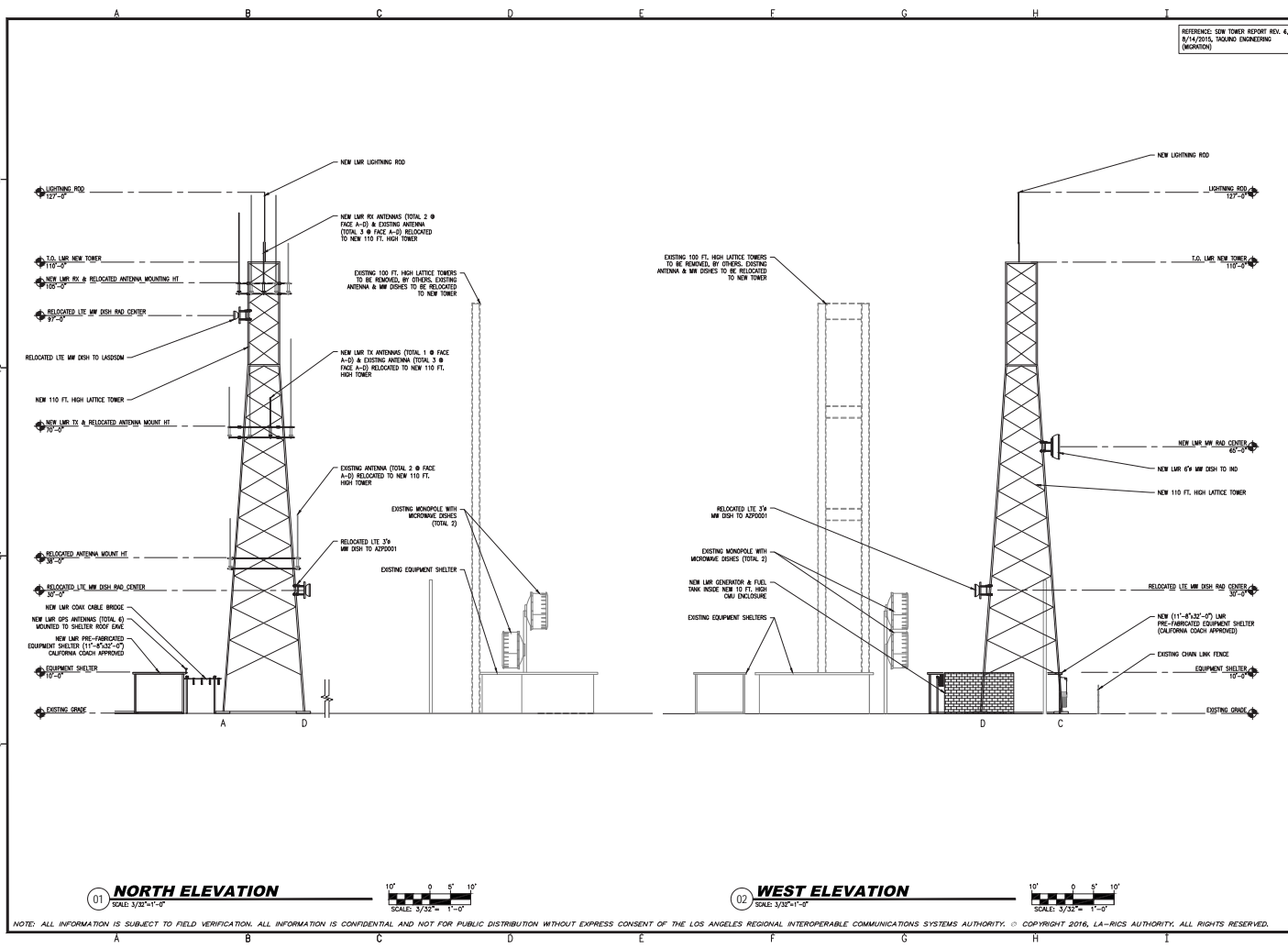
**EXTERIOR ELEVATIONS**  
**A3**


LMR-SDW-A3 4




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REFERENCE SDW TOWER REPORT REV. 4,  
8/14/2015, TADOUN ENGINEERING  
(MICHIGAN)





Los Angeles Regional Interoperable  
Communications System




**MOTOROLA  
SOLUTIONS**

MITCHELL J. ARCHITECTURE, INC.  
San Dimas, CA 91773  
951.660.3130 (ph) 951.660.3140 (fax)

Los Angeles Regional Interoperable Communications System

SDW  
SAN DIMAS WATER TANK  
SAN DIMAS, SAN DIMAS, CA 91773

ISSUED DATE	10-13-16	
CONSTRUCTION RECORD		
DRAWN BY	WR, AC	
CHECKED BY	RA, AB	
<b>ZONING DRAWINGS</b>		
<b>REVISIONS</b>		
NO.	DATE	DESCRIPTION
0	01-26-16	ZD'S
1	03-31-16	REVISED ZD'S
2	08-31-16	REVISED ZD'S
3	10-04-16	REVISED ZD'S
4	10-13-16	REVISED ZD'S



**EXTERIOR  
ELEVATIONS  
A3.1**

LMR-SDW-A3.1
4

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**EXHIBIT D**

**Road Access License Agreement**

See next page for executed Road Access License Agreement between the Bel Vintage Home Owners Association and the LA-RICS Authority dated August 13, 2015.

**RIGHT OF ENTRY PERMIT**

This Right of Entry Permit ("Permit"), is made and entered into this 13 day of Aug., 2015,

BY AND BETWEEN **BEL VINTAGE HOMEOWNERS ASSOCIATION**, a California corporation ("**Permitter**")

AND **THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**, a joint powers authority ("**LA-RICS**").

**RECITALS:**

Permitter is the owner of certain real property located in San Dimas, CA and is known as Via Blanca Road, as identified in Exhibit A hereto (the "Property"); and

LA-RICS desires to enter onto the Property for the purpose of accessing its public safety telecommunications facility located at 310 Via Blanca, San Dimas, CA 91773, which is adjacent to the Property.

**NOW THEREFORE**, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, this Permit is issued subject to the following conditions:

1. **RIGHT OF ENTRY; PURPOSE:** The Permitter hereby grants LA-RICS, and its contractors, subcontractors, agents, and representatives, the right to enter upon and traverse the Property for the purpose of accessing LA-RICS' public safety telecommunications facility located on adjacent property owned by the County of Los Angeles. LA-RICS will comply with the City of San Dimas' local ordinance requirements for construction work hours. LA-RICS will provide forty-eight (48) hours notice prior to accessing the Property. If an emergency situation arises that does not allow for forty-eight (48) hours of notice to be provided, LA-RICS will provide notice as soon as practicable.

2. **TERM:** This Permit shall commence upon execution by the Permitter and terminate ten (10) years thereafter. Either Party may terminate this Permit at their sole discretion upon thirty (30) days notice.

3. **CONSIDERATION:** Consideration for this Permit shall be LA-RICS' faithful performance of its obligations under this Permit.

4. **INDEMNIFICATION:** LA-RICS shall indemnify, defend and hold the Permitter harmless from any and all liability for bodily injury, death and property damage



to the extent caused by LA-RICS's entry onto the Property. To the extent LA-RICS causes damage to the Property as a result of its actions, it shall be liable for repairing the Property within thirty (30) days of Permittor's request to do so.

5. **NO ASSIGNMENT:** This Permit shall not, nor shall any interest therein or thereunder, be assigned, mortgaged, hypothecated, or transferred by LA-RICS, whether voluntary or involuntary or by operation of law, nor shall LA-RICS let or sublet or grant any license or permit with respect to the use permitted hereby without the written consent of the Permittor being first obtained.

6. **NOTICES:** Any notice desired or required to be given pursuant to this Permit or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon the Permittor shall be:

BEZ VINTAGE % CMS  
675 WEST FOOTBALL BLVD, SUITE 104  
CLAREMONT CA 91711

Attention:

EVELYN KHAN

or such other place as may hereinafter be designated in writing to the LA-RICS by the Permittor. Notice served by mail upon LA-RICS shall be addressed to:

LA-RICS  
2525 Corporate Place  
Second Floor  
Monterey Park, CA 91754  
Attention: Executive Director

or such other place as may hereinafter be designated in writing to the Permittor by the LA-RICS. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

7. **EXECUTION:** This Permit may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

8. **ENTIRE AGREEMENT:** This Permit contains the entire agreement between the parties hereto with respect to the subject matter hereof, and no addition or

modification of any terms or provisions shall be effective unless set forth in writing, signed by both LA-RICS and the Permitter.

IN WITNESS WHEREOF, LA-RICS has executed this Permit or caused it to be duly executed and Permittor has caused this Permit to be executed on the date first set forth above.

PERMITTOR:

Bob Vintages  
By: KEVIN MARSHALL  
Its: PRESIDENT

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY**

A California Joint Powers Authority

By: Patrick J. Malloy

Print Name: Patrick J. Malloy  
Its: Executive Director

APPROVED AS TO FORM:

**MARY C. WICKHAM  
INTERIM COUNTY COUNSEL**

By: Mary C. Wickham  
Deputy

**SITE ACCESS AGREEMENT  
CASTRO PEAK TELECOMMUNICATIONS SITE**

**THIS SITE ACCESS AGREEMENT** ("Agreement"), is made and entered into in duplicate original this \_\_\_\_\_ day of \_\_\_\_\_, 2016,

**BY AND BETWEEN**

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

**AND**

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

**RECITALS:**

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

**WHEREAS**, County owns certain real property commonly known as Los Angeles County Castro Peak Communication Site ("Castro Peak") in Malibu, California, as described on Exhibit A attached hereto ("Real Property"); and

**WHEREAS**, County licensed a portion of Castro Peak to the State of California ("State") by Communications Site License L-71733, dated August 18, 1998, as amended on February 17, 2009; and County also licensed another portion of Castro Peak to the County of Ventura ("Ventura") by Communications Site License L-76946, dated February 17, 2009, as amended on November 3, 2010, with both licensees collocating on a communication tower owned by the State of California while occupying separate land spaces on the Real Property for use as their own separate communication shelters, and

**WHEREAS**, County desires to license the use of a portion of the Real Property to the LA-RICS AUTHORITY for use as a Land Mobile Radio ("LMR") communication site; and collocate with LA-RICS AUTHORITY on any available antenna space that may remain after both the initial move-in of existing County antennas and installation of new LA-RICS AUTHORITY antennas onto the new communication tower built by LA-RICS AUTHORITY are complete, while County's existing communication tower shall be demolished in order to make room for LA-RICS AUTHORITY'S new tower on the Real Property; and LA-RICS AUTHORITY shall also build its own equipment shelter for its sole use on the Real Property.

**WHEREAS**, the parties hereto acknowledge that: (a) LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LMR Vendor") to design, construct, and perform

services with respect to a regional interoperable LMR telecommunications system as a part of the LA-RICS; (b) the LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LMR Vendor") to design and construct a regional interoperable LMR telecommunications system as a part of the LA-RICS; and (c) any of the LA-RICS Authority member agencies may assume the LA-RICS Authority's rights and obligations under this Agreement and/or may perform services with respect to this LA-RICS; and

**WHEREAS**, LA-RICS AUTHORITY is willing to accept and exercise the rights granted by this Agreement for use of a LMR 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. **LMR SITE**

1.01 County hereby licenses to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from County on the terms and conditions set forth herein, the use of land within a portion of the Real Property, together with private access roads that have been given prior approval or prescriptive easement for use by County and its agents and for access and utilities as set forth in Section 13 below, to install and operate an unmanned LMR communication facility, consisting of the land space shown on Exhibit A attached hereto and incorporated herein by this reference (the "LMR Site").

1.02 The LA-RICS AUTHORITY acknowledges its personal inspection of the LMR 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 LMR Site in its as-is condition with no duty to investigate, and County makes no warranty, express or implied, as to the suitability of the LMR 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 LMR Vendor may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the LMR 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 ownership right of the County, and the licenses to State and Ventura or their 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 LMR 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 only remove any of its own improvements to the Real Property with a

60 day notice to the County, entirely at LA-RICS' own costs (if such improvements to be removed are not for the purpose of collocating with the County), during the term of this Agreement, and County 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 LMR Site for the installation, operation, maintenance, and repair of a LMR facility. The LA-RICS AUTHORITY (and/or its member agencies, the LMR Vendor and/or other agents): (a) shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS AUTHORITY's LMR communications system, which typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) 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 LMR Site 24 hours per day, 7 days per week without notice to the County, if the LA-RICS' vehicles involved does not exceed thirty three thousand (33,000) pounds, and have rubber tires. LA-RICS' vehicles over thirty three thousand (33,000) pounds shall need to obtain County's prior consent to enter, which County shall not reasonably withhold after receiving LA-RICS written request for consent at least fifteen (15) business days prior to the desired date of use. The LMR 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 LMR Site and/or the Real Property hereunder, including without limitation usage by the LMR 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 County's authority to exercise any right or power concerning the utilization of the Real Property including without limitation the LMR Site; provided, however, that such County, authority shall not include the exercise of any right or power that would interfere with the LA-RICS Facility.

## 3. **APPROVALS/DESIGN REVIEW**

The LA-RICS AUTHORITY shall furnish and submit to County copies of project plans and specifications (along with any other information reasonably requested by County) for the LMR Site at the 50%, 75%, and 100% stages of design development, for County's review and approval. LA-RICS AUTHORITY agrees to discuss with County the County's concerns, if any, regarding the proposed plans and to work in good faith to address such concerns and obtain County approval prior to implementation of said plans.



Conceptual site plans for the LMR Site are identified in Exhibit C. Upon the LA-RICS AUTHORITY's and County's (or County's authorized agent's) approval of the final site plan for the LMR Site, such final site plan will be deemed incorporated herein by reference as an update to Exhibit C. County 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 County with a notice of work commencement and an estimated time of completion for each LMR Site.

County 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 (i.e., the LA-RICS AUTHORITY has adopted the County's operating mode). Accordingly, County and the LA-RICS AUTHORITY agree that the LA-RICS AUTHORITY (i) will comply with County Building Code requirements and (ii) will seek only those governmental approvals that would normally apply to the County, other than with respect to ministerial permits as described below. Notwithstanding the foregoing, the parties agree that their cooperation in addressing any concerns raised by the County is essential to the success of the LA-RICS project and that accordingly all such concerns will be taken into consideration throughout the LMR Site plan approval process, as described in this Section 3 and in Section 8.

Should ministerial permits be required, County shall expeditiously process such permits within its jurisdiction. To the extent there may be costs associated with County'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 LMR 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 LMR Site will be compatible with the LA-RICS AUTHORITY's engineering specifications and design and operational requirements. County 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 upon written notice of termination (a) by LA-RICS AUTHORITY or (b) by County pursuant to Section 28 (Default) hereof.

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**

County 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 LMR Site. In addition, County shall have the right to inspect said equipment and the LMR 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 County during any such inspection of or access to a LMR Site. The LA-RICS AUTHORITY shall not commence installation of equipment or alteration of a LMR Site, or any portion thereof, until County 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. County'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 County 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 LMR Site including power outputs or changes in the use of frequencies described in Exhibit B hereto (Equipment List), but not including "like-kind" replacements that are not involving a collocation of LA-RICS with County, except after County 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 County 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 County. 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 LMR 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 County may grant the use of any unused portion of the Real Property to any third party for the purpose of installing communications transmitting equipment, 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 County shall be required to comply with all applicable noninterference rules of the FCC.

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

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

7.05 Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LMR Site, LA-RICS AUTHORITY shall provide County 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 LMR Site in CAD and PDF formats. Upon receipt of the As-Builts by County, 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, County may cause such As-Builts to be prepared on behalf of LA-RICS AUTHORITY and County shall assess a fee for such As-Builts, the cost of which shall become immediately due and payable to County upon invoice accompanied by supporting documentation of such fee. County shall be responsible for completion of and costs associated with As-Builts resulting from any modifications required by County.

8. **ALTERATIONS**

LA-RICS AUTHORITY shall make no renovations, alterations or improvements to the LMR 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 County, 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 County (if the "like-kind" infrastructure is not for collocation purposes) or that may be required as a result of FCC rules or regulations, after providing notice to County. LA-RICS AUTHORITY agrees: (i) to submit to the County, for review and approval, all plans and specifications, working drawings, and other information reasonably required by the County covering proposed alterations by LA-RICS AUTHORITY, (ii) to discuss with County on County'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 County.

9. **MAINTENANCE**

County shall be responsible for maintenance of the Real Property, including the LMR Site, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities. The LMR Site shall be kept neat and clean by LA-RICS AUTHORITY and ready for normal use by County and other users. Should LA-RICS AUTHORITY fail to accomplish this, following 30 days written notice from County, County may perform the work and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by County.

LA-RICS AUTHORITY shall be responsible for the timely repair of all damage to the LMR 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 LMR Vendor. Should LA-RICS AUTHORITY fail to promptly make such repairs after thirty (30) days written notice from County, County may have repairs made and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by County.

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 County of Los Angeles Building Code.

LA-RICS AUTHORITY shall remove any debris to the extent resulting from maintenance, operation and construction on the LMR Site by LA-RICS AUTHORITY, its agents or contractors (including without limitation the LMR Vendor). In the event that LA-RICS AUTHORITY fails to remove such debris from the LMR Site, County 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, County 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 LMR Vendor shall:

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

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

(c) Conduct the Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the Real Property by County or the public, except as herein permitted, and remove any agent, 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 LMR Site, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the County, its agents, employees or contractors.

11.02 As applicable, LA-RICS AUTHORITY and its LMR Vendor shall adhere to the following requirements when collocating with County on the communication tower to be constructed by LA-RICS AUTHORITY:

(a) The communication tower shared by County and LA-RICS AUTHORITY as well as the equipment shelter solely used by LA-RICS AUTHORITY and its LMR Vendor are expected to be well kept, used with the uttermost care and clean of debris at all times.

(b) LA-RICS AUTHORITY'S equipment shelter is expected to be locked at all times, unless in the presence of LA-RICS AUTHORITY and its LMR Vendor service technicians or technical staff members.

(c) LA-RICS AUTHORITY and its LMR Vendor shall not enter the equipment shelters or equipment cabinets owned and operated by the County, State and Ventura.

County will not enter LA-RICS AUTHORITY'S equipment shelter except in the event of an emergency as described in Section 14: Emergency Access by County.

(d) Vehicles used by LA-RICS AUTHORITY and its LMR Vendor to access the LMR site should be parked without blocking the entrance of Castro Peak Communication Site or blocking any other vehicles trying to access the general vicinity on Castro Motorway.

(e) Service technicians/staff members of LA-RICS AUTHORITY and its LMR Vendor who are accessing the LMR Site need to wear identification badges. At all times, LA-RICS AUTHORITY and its LMR Vendor are expected to be courteous to all parties inside the Real Property or along Castro Motorway, which is privately owned by road access owners and home owners, by showing their identification badges if requested and communicating the purpose of their entry onto the LMR Site.

## 12. **RELOCATION**

12.01 County 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 LMR 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) County shall pay all costs incurred by LA-RICS AUTHORITY for relocation of LA-RICS AUTHORITY's equipment from the LMR Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LMR 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) County 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 LMR 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 LMR Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LMR 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 County at least sixty (60) days written notice of the requested relocation; requested relocation shall be subject to prior approval by County, such approval not to be unreasonably withheld.

### 13. **ACCESS TO LMR SITE**

13.01 County hereby grants to the LA-RICS AUTHORITY, its member agencies, the LMR Vendor, and other agents a nonexclusive right to use, at its sole risk, during the term of this Agreement, the access which serves the LMR Site ("Access"), but only to the extent the County has the legal authority to grant such access. The LA-RICS AUTHORITY, on behalf of itself and its member agencies, and the LMR Vendor, acknowledge and accept the present condition of the Access on an "as is" basis. The LA-RICS AUTHORITY shall provide County with notice of all of its representatives or agents who are authorized to access the LMR 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 County, 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 County 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 LMR Vendor.

#### 14. **EMERGENCY ACCESS BY COUNTY**

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

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

**15.01 No Interference.** LA-RICS AUTHORITY shall not use the LMR 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 County or County'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 County's Internal Services Department Facilities Standard STD-140 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 County'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 County 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 County 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 promptly meet with County to cooperatively discuss and reach agreement on how such interference will be resolved. County agrees that County 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 County'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 LMR 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 County 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 LMR Site. If such installation is not feasible, as determined by County, 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 County 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 County 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 LMR Vendor.

County 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 County and/or its agents, elected and appointed officers, employees, and contractors in connection with the performance of County's obligations hereunder.

## 18. **INSURANCE**

Without limiting LA-RICS AUTHORITY's obligations to County, 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 County's Risk Manager, and evidence of such programs satisfactory to the County Risk Manager, shall be delivered to the CEO, 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 County 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 County and Master Licensor as additional insureds (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 County as an additional insured.

**General Liability.** A program of insurance which shall be primary to and not contributing with any other insurance maintained by County, written on ISO policy form CG 00 01 or its equivalent, and endorsed to name the County as an additional insured, and shall include, but not be limited to:

- *Comprehensive general liability insurance* endorsed for Site-operations, products/completed operations, contractual, broad from 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

- *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.

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

Commercial Property Insurance. Such coverage shall:

- Provide coverage for County'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 County 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.

Construction Insurance. If major construction work is performed by LA-RICS AUTHORITY during the term of this License (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. County 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 County furnished materials and equipment, against loss or damage until completion and acceptance by the LA-RICS AUTHORITY and the County if required.

- *General Liability Insurance.* Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, naming County 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 County 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 License, 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 County 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 County as the alternate Employer, and the endorsement form shall be modified to provide that County will receive not

less than thirty (30) days advance written notice of cancellation of this coverage provision.

Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

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

Notification of Incidents. LA-RICS AUTHORITY shall report to County 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 County. Such report shall be made in writing within seventy-two (72) hours of LA-RICS AUTHORITY's knowledge of such occurrence.

Compensation for County 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 County, LA-RICS AUTHORITY shall pay full compensation for all reasonable costs incurred by County.

## 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 County 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 County shall be repaid by LA-RICS AUTHORITY to County upon demand.

19.02 Use of the LMR 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 LMR 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, County, City, or any other tax or assessment-levying body upon the LMR Site arising from LA-RICS AUTHORITY' use of the LMR Site.

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

20.04 County reserves the right to pay any such tax, assessment, fees or charges, and all monies so paid by County shall be repaid by LA-RICS AUTHORITY to County upon demand. LA-RICS AUTHORITY and County 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 County shall be addressed as follows:

County of Los Angeles  
Chief Executive Office – Real Estate Division  
222 South Hill Street, 3<sup>rd</sup> Floor  
Los Angeles, California 90012

Attn: Director of Real Estate

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

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 LMR Site and the Real Property and restore the LMR 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 LMR Site and the Real Property all of its LA-RICS Facility and personal property and improvements and restore the LMR 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 LMR 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 LMR Site and the Real Property within the time provided in this section, County 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 County within thirty (30) days of receipt of an itemized accounting of the cost for such removal of personal property and improvements. County 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 County 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 County 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 County.

**25. ASSIGNMENT**

25.01 This Agreement may not be sold, assigned or transferred by LA-RICS AUTHORITY without written consent of County, which consent will be at County'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 County:

- (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 COUNTY.

25.03 County shall approve or disapprove a proposed transfer, assignment or sublicense within sixty (60) days after LA-RICS AUTHORITY delivers all such items to the County. County'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 County.

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.

25.06 County shall have the right 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. County 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 County shall be retained by County, except for a fee in an amount calculated to compensate LA-RICS AUTHORITY for its administrative and other costs associated with approval of the lease or license.

26. **SUBORDINATION AND NON-DISTURBANCE**

County 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 County'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 County 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, County 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 LMR 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 Countyship 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 County's obligations under this Agreement, and (c) promptly cure all of the then-existing County 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 County of the Real Property, and (iii) agrees to accept a cure by Lender of any of County's defaults, provided such cure is completed within the deadline applicable to County.

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 County if such condemnation may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at the LMR 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 LMR 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 County 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, County 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. County 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, County 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 LMR Site and remove all LA-RICS AUTHORITY's improvements located thereon. In the event of a default hereunder by County, LA-RICS AUTHORITY shall provide written notice thereof to County. County shall have sixty (60) days from the date of said notice in which to cure the default, provided that County 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 County 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 County unless and until County has failed to cure a default within the time periods set forth in this section. In the event that County 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 County for all costs reasonably incurred by LA-RICS AUTHORITY in effecting such cure, or (b) terminate this Agreement upon written notice to County.

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 LMR 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 LMR Site in the event of one of the following: (a) the applicable Real Property or the LMR 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 County in its sole discretion elects not to make such repair); or (b) the applicable Real Property or LMR 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 LMR 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 LMR Site should County 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 County'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 County 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 County.

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 County of Los Angeles.

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, material 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 County 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 County may terminate, or suspend this Agreement.

36.05 While the County 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 County 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 County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS (\$500.00) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of terminating or suspending this 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 County 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 LMR Vendor and all information obtained in connection with the County's right to inspect the LMR Site or any other rights provided by this Agreement shall become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records, except as specifically provided by California Government Code Section 6250 et seq. ("Public Records Act") and which are marked "trade secret," "confidential," or "proprietary." The County shall not be in any way liable or responsible for the disclosure 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 County 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 County from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after LA-RICS AUTHORITY's receipt of County's invoice.

39.03 Any documents submitted by County 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 County for any of the aforementioned documents, information, books, records, and/or contents County 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 County'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 LMR Site or improvements thereon, or distribute or cause to be distributed any advertising materials unless prior approval therefor is obtained from the County.

40.02 Habitation. The LMR 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 LMR Site.

40.04 Safety. LA-RICS AUTHORITY shall immediately correct any unsafe condition on the LMR 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 LMR Site. LA-RICS AUTHORITY shall cooperate fully with County in the investigation of any accidental injury or death occurring on the LMR Site, including a prompt report thereof to the County. LA-RICS AUTHORITY shall cooperate and comply fully with County, 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 LMR 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 LMR Site and within a distance of fifty (50) feet thereof, and LA-RICS AUTHORITY and County 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 LMR Site from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the County. County shall be responsible for securing the Real Property to the extent deemed necessary by County 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 County 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 LMR 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 County 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 County and LA-RICS AUTHORITY.

**COUNTY-SPECIFIC PROVISIONS:**

48. **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.

49. **ENFORCEMENT**

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

50. **SOLICITATION OF CONSIDERATION**

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

50.02 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.

**51. 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 County'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 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).

**52. WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

52.01 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.

52.02 As required by the County's Child Support Compliance Program (County 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 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 County has caused this Agreement to be executed on the day, month and year first above written.

THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

COUNTY OF LOS ANGELES

A California Joint Powers Authority

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARY C. WICKHAM  
COUNTY COUNSEL

MARY C. WICKHAM  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Deputy



**EXHIBIT A**  
**SITE DESCRIPTION**



**County of Los Angeles Castro Peak Telecommunications Site**  
**Castro Peak Motorway**  
**Malibu, CA 90265**

**EXHIBIT B**

# EQUIPMENT LIST

## County of Los Angeles Castro Peak Telecommunications Site

New LMR Pre-fabricated Equipment Shelter (approx. 24' x 24')

New LMR Indoor RF Racks (13), DC Rack (1), Battery Racks (2) & Future Racks (11)

New Generator

New GPS antennas (6) mounted to Shelter

New 132 feet tall self-supporting Tower

New LMR (26) Antennas

New LMR (5) Microwave Dishes

New LMR Diesel Fuel Tank with CMU wall enclosure

EXHIBIT C

# **SITE PLAN**

**County of Los Angeles Castro Peak Telecommunications Site**

**(INCORPORATED BY REFERENCE)**

**SITE DATA**

**SITE INFORMATION:**

COUNTY: LOS ANGELES COUNTY  
 JURISDICTION: LOS ANGELES COUNTY  
 OCCUPANCY: U  
 ZONING: W-WATERSHED  
 A.P.N.: 4464-022-900  
 USE: UNMANNED PUBLIC SAFETY TELECOMMUNICATIONS FACILITY  
 FLOOD ZONE: X  
 LAND OWNER: LOS ANGELES COUNTY

**EQUIPMENT MAINTENANCE:**

ESTIMATED VISITS TO MAINTAIN EQUIPMENT ONCE SITE IS OPERATIONAL: ONE TO TWO TIMES PER MONTH (TYPICAL).

**AIR CONDITIONING UNITS:**

MECHANICAL EQUIPMENT WITHIN THE SHELTER IS INTENDED TO PROVIDE CLIMATE CONTROL FOR EQUIPMENT AND IS NOT FOR HUMAN COMFORT.

**BATTERIES:**

BATTERIES TO BE INSTALLED WITHIN EQUIPMENT SHELTER ARE GEL-FILLED AND DO NOT REQUIRE SPECIAL VENTILATION MEASURES WITHIN THE SHELTER. REFERENCE ATTACHED SPECIFICATIONS.

**PROJECT SCOPE:**

PROPOSED LA-RICS UNMANNED TELECOMMUNICATIONS FACILITY WILL INCLUDE THE FOLLOWING:

- PROPOSED (1) 132'-0" HIGH SELF SUPPORT TOWER.
- PROPOSED (28) LMR ANTENNAS MOUNTED TO PROPOSED SELF SUPPORT TOWER.
- PROPOSED (4) MICROWAVE ANTENNAS MOUNTED TO PROPOSED SELF SUPPORT TOWER.
- PROPOSED (1) LMR PRE-FAB EQUIPMENT SHELTER (12'-0" X 24'-0").
- PROPOSED (14) LMR INDOOR RF RACKS.
- PROPOSED (1) DC RACK.
- PROPOSED (1) RECTIFIER RACK.
- PROPOSED (2) BATTERY RACKS.
- PROPOSED (1) CABLE BRIDGE.
- PROPOSED (6) LMR GPS ANTENNAS MOUNTED ON PROPOSED EQUIPMENT SHELTER.
- PROPOSED (1) LMR 100KW STAND-BY GENERATOR.
- PROPOSED (1) 2,000 GALLON DIESEL CONVAULT TANK.



**Los Angeles Regional Interoperable Communications System**

**LMR**

**SITE NAME**

**CPK**

**CASTRO PEAK**

**SITE ADDRESS**

**928 LATIGO CANYON ROAD**

**MALIBU, CALIFORNIA 90063**

**PROJECT TEAM**

**CONSTRUCTION MANAGER:**

**MOTOROLA SOLUTIONS**  
 725 SOUTH FIGUEROA STREET, SUITE 1855  
 LOS ANGELES, CALIFORNIA 90017  
 CONTACT: GERRY MACPHERSON  
 PHONE: (951) 897-9619  
 EMAIL: GERRY.MACPHERSON@MOTOROLASOLUTIONS.COM

**PROJECT ARCHITECT:**

**JEFFREY ROME & ASSOCIATES**  
 131 INNOVATION DRIVE  
 IRVINE, CALIFORNIA 92617  
 CONTACT: JEFF ROME  
 PHONE: (949) 760-3929  
 EMAIL: JEFFREYR@JRAINC.NET

**SURVEYOR:**

**CALVADA SURVEYING, INC.**  
 411 JENKS CIRCLE, SUITE 205  
 CORONA, CALIFORNIA 92880  
 CONTACT: TBD  
 PHONE: (951) 280-9960  
 EMAIL: TBD

**STRUCTURAL ENGINEER:**

**PEYTON-TOMITA & ASSOCIATES, LLC**  
 28562 OSO PARKWAY, D-407  
 RANCHO SANTA MARGARITA, CALIFORNIA 92688  
 CONTACT: MARK TOMITA  
 PHONE: (949) 842-6000  
 EMAIL: PEYTONTOMITA@GMAIL.COM

**ELECTRICAL ENGINEER:**


**C & D ENGINEERING, INC.**  
 CONTACT: CHAU TANG  
 PHONE: (714) 249-3501  
 EMAIL: CTANG168@SBCGLOBAL.NET

**MECHANICAL ENGINEER:**


**TERRY ENGINEERING**  
 14742 NEWPORT AVENUE, SUITE 105  
 JUSTIN, CALIFORNIA 92780  
 CONTACT: JAMES TERRY  
 PHONE: (714) 838-1124  
 EMAIL: JAMES@TERRYENGINEERING.COM

**SHEET INDEX**

SHEET NO.	SHEET TITLE	REVISION
T-1	TITLE SHEET	0
C-1	TOPOGRAPHIC SURVEY	0
A-1	SITE PLAN	0
A-1.1	ENLARGED SITE PLAN	0
A-2	EQUIPMENT PLAN	0
A-3	ANTENNA PLAN	0
A-4	ELEVATIONS	0
A-4.1	ELEVATIONS	0



Los Angeles Regional Interoperable Communications System



**MOTOROLA SOLUTIONS**

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM

CPK  
 CASTRO PEAK  
 928 LATIGO CANYON ROAD, MALIBU, CALIFORNIA 90063

Jeffrey Rome | ASSOCIATES  
 architecture | telecommunications  
 131 Innovation Drive, Suite 105  
 Irvine, CA 92617  
 tel: 949.760.3929 | fax: 949.760.3931

**UTILITIES**

**SOUTHERN CALIFORNIA EDISON**  
 SCE CUSTOMER SERVICE: 1-800-655-4555  
 SCE CONTACT: JULIO FELIX  
 PHONE: (951) 760-6611  
 ALL IMS INSPECTION REQUESTS EMAIL: IMS@SCE.COM




**CENTER OF TOWER**

**LATITUDE:** 34° 05' 07.72" N (34.085478)

**LONGITUDE:** 118° 47' 07.30" W (-118.785361)

**ELEVATION:** 2,819.7' ASL



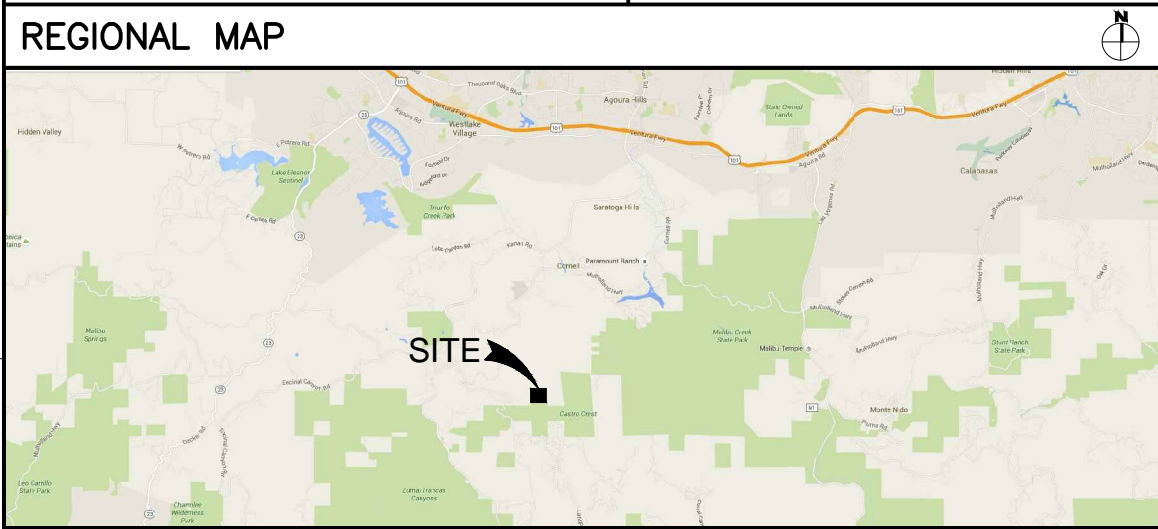
NAD 83

**APPLICANT**

**LA-RICS PROJECT TEAM**  
 2525 CORPORATE PLACE, SUITE 200  
 MONTEREY PARK, CALIFORNIA 91754  
 CONTACT: H. FRITZ ROTTE  
 PHONE: (434) 229-8159  
 EMAIL: FROTE@FEDENG.COM

**ATTACHMENTS**

- TOWER & FOUNDATION DESIGN
- SHELTER DRAWINGS
- FIRE SUPPRESSION



**APPROVALS**

**SHOP DRAWING / SUBMITTAL REVIEW**

<input type="checkbox"/> NO EXCEPTIONS TAKEN	<input type="checkbox"/> REVISE & RESUBMIT
<input type="checkbox"/> MAKE CORRECTIONS NOTED	<input type="checkbox"/> REJECTED
<input type="checkbox"/> NO ACTION REQUIRED	<input type="checkbox"/> OTHER - SFF COMMENTS

SUBMITTAL WAS REVIEWED FOR DESIGN CONFORMITY AND GENERAL CONFORMANCE TO CONTRACT DOCUMENTS ONLY. THE DESIGN-BUILDER IS RESPONSIBLE FOR CONFIRMING AND CORRELATING DIMENSIONS AT JOB SITES FOR TOLERANCES, CLEARANCES, QUANTITIES, FABRICATION PROCESSES AND TECHNIQUES OF CONSTRUCTION. COORDINATION OF HIS WORK WITH OTHERS, AND FULL COMPLIANCE WITH CONTRACT DOCUMENTS, DESIGN BUILDER IS RESPONSIBLE FOR COMPLIANCE WITH ALL BUILDING CODES, CITY ORDENANCES, ENVIRONMENTAL REQUIREMENTS & MITIGATION MEASURES ASSOCIATED WITH THIS SITE.

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**LA-RICS**  
 2525 Corporate Place  
 Suite 200  
 Monterey Park, CA 91754

MOTOROLA PROJECT MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

LA-RICS AUTHORITY \_\_\_\_\_ DATE \_\_\_\_\_

**DRIVING DIRECTIONS**

FROM THE LA-RICS OFFICE (2525 CORPORATE PLACE, SUITE 200, MONTEREY PARK, CALIFORNIA 91754):

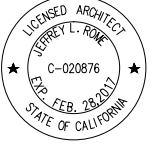
HEAD WEST ON CORPORATE PLACE. TURN LEFT TO STAY ON CORPORATE PLACE. TURN RIGHT ONTO NORTH DANGLER AVENUE. TURN RIGHT ONTO FLORAL DRIVE. TURN RIGHT TO MERGE ONTO I-710 NORTH TOWARD PASADENA. MERGE ONTO I-710 NORTH. USE THE RIGHT 2 LANES TO TAKE EXIT 22 TO MERGE ONTO I-10 WEST SAN BERNARDINO FREEWAY TOWARD LOS ANGELES. USE THE MIDDLE 2 LANES TO KEEP LEFT AT THE FORK, CONTINUE ON SAN BERNARDINO FREEWAY AND FOLLOW SIGNS FOR U.S. 101/LOS ANGELES. USE THE RIGHT 2 LANES TO TAKE EXIT 18A TO MERGE ONTO I-5 NORTH TOWARD SACRAMENTO. TAKE EXIT 144B TO MERGE ONTO CA-134 WEST VENTURA FREEWAY TOWARD VENTURA. MERGE ONTO US-101 NORTH VENTURA FREEWAY. TAKE EXIT 36 FOR KANAN ROAD. USE THE LEFT 2 LANES TO TURN LEFT ONTO KANAN ROAD. CONTINUE ONTO KANAN DUME ROAD. TURN LEFT ONTO LATIGO CANYON ROAD. SHARP LEFT ONTO CASTRO PEAK MOTORWAY. TURN RIGHT. DESTINATION WILL BE ON THE RIGHT.

**ZONING DRAWINGS**

**REVISIONS**

REV	DATE	DESCRIPTION	BY
0	09/16/16	ZONING DRAWINGS	PM
1	10/12/16	AUTHORITY COMMENTS	LS

JRA JOB NUMBER: 161063



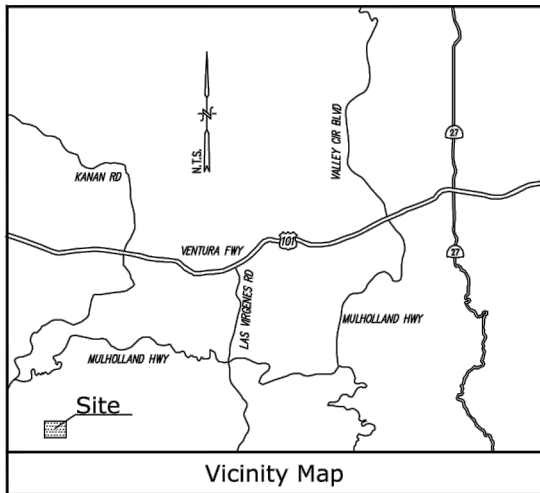
SHEET TITLE

**TITLE SHEET**

**T-1**

LMR-CPK-T1 0





### Title Report

THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT.  
 PREPARED BY:  
 ORDER NO.:  
 DATED:

### Legal Description

A PORTION OF SOUTHWEST ONE QUARTER, NORTHEAST ONE QUARTER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 18 WEST, SAN BERNARDINO BASE AND MERIDIAN, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

### Assessor's Parcel No.

4464-022-900

### Easements

NOT AVAILABLE

### Basis of Bearings

THE BASIS OF BEARING FOR THIS SURVEY IS THE CALIFORNIA COORDINATES SYSTEM (CCS 83), ZONE 5, 1983 DATUM, DEFINED BY SECTIONS 8801 TO 8819 OF THE CALIFORNIA PUBLIC RESOURCES CODE.

### Bench Mark

THE CALIFORNIA SPATIAL REFERENCE CENTER C.O.R.S "SPK1", ELEVATION = 1562.25 FEET (NAVD 88).

### Geographic Coordinates at Proposed Tower

1983 DATUM: LATITUDE 34° 05' 07.72" N LONGITUDE 118° 47' 07.30" W  
 ELEVATION = 2819.7 FEET ABOVE MEAN SEA LEVEL.

#### CERTIFICATION:

THE LATITUDE AND LONGITUDE SHOWN ABOVE ARE ACCURATE TO WITHIN +/- 15 FEET HORIZONTALLY AND THAT THE ELEVATIONS SHOWN ABOVE ARE ACCURATE TO WITHIN +/- 3 FEET VERTICALLY. THE HORIZONTAL DATUM (GEOGRAPHIC COORDINATES) IS IN TERMS OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83) AND IS EXPRESSED IN DEGREES (°), MINUTES (') AND SECONDS ("), TO THE NEAREST HUNDREDTH OF A SECOND. THE VERTICAL DATUM (ELEVATIONS) IS IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND IS DETERMINED TO THE NEAREST TENTH OF A FOOT.

### Date of Survey

APRIL 26, 2016

### Boundary & Overall Site Detail

SCALE: 1"=10'

A.P.N. 4464-022-013

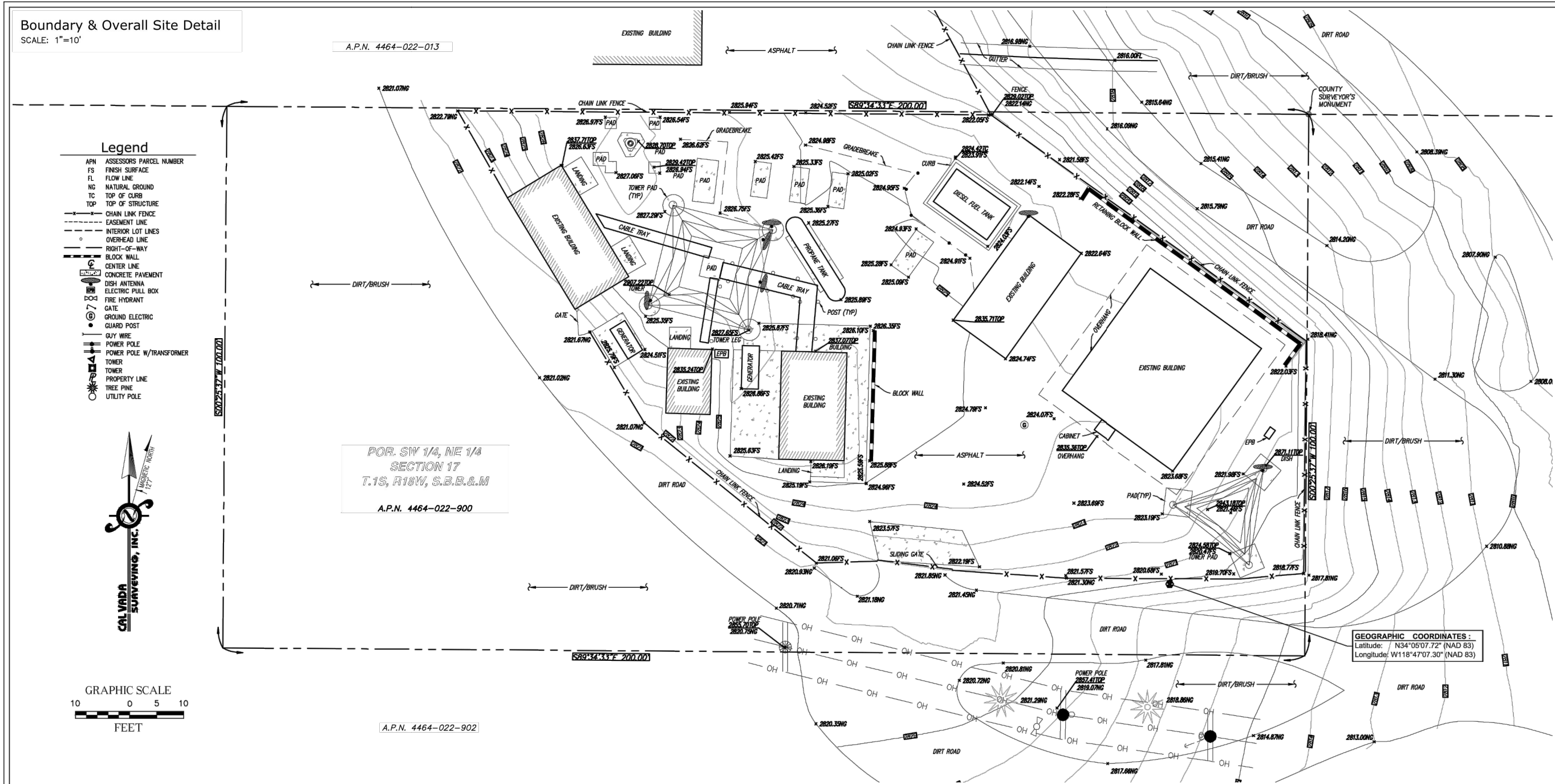
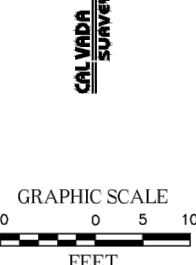
POR. SW 1/4, NE 1/4  
 SECTION 17  
 T.1S, R18W, S.B.B.&M

A.P.N. 4464-022-900

A.P.N. 4464-022-902

### Legend

- APN ASSESSORS PARCEL NUMBER
- FS FINISH SURFACE
- FL FLOW LINE
- NG NATURAL GROUND
- TC TOP OF CURB
- TOP TOP OF STRUCTURE
- CHAIN LINK FENCE
- EASEMENT LINE
- INTERIOR LOT LINES
- OVERHEAD LINE
- RIGHT-OF-WAY
- BLOCK WALL
- CENTER LINE
- CONCRETE PAVEMENT
- DISH ANTENNA
- ELECTRIC PULL BOX
- FIRE HYDRANT
- GATE
- GROUND ELECTRIC
- GUARD POST
- GUY WIRE
- POWER POLE
- POWER POLE W/TRANSFORMER
- TOWER
- TOWER
- PROPERTY LINE
- TREE PINE
- UTILITY POLE



GEOGRAPHIC COORDINATES:  
 Latitude: N34°05'07.72" (NAD 83)  
 Longitude: W118°47'07.30" (NAD 83)



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LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM

CPK  
 CASTRO PEAK  
 928 LATIGO CANYON ROAD, MALIBU, CALIFORNIA 90063

### ZONING DRAWINGS

### REVISIONS

NO.	DATE	DESCRIPTION
0	09/16/16	ZONING DRAWINGS
1	10/12/16	AUTHORITY COMMENTS

JRA JOB NUMBER: 161063

### CAL VADA SURVEYING, INC.

411 Jenks Cir., Suite 205, Corona, CA 92880  
 Phone: 951-280-9960 Fax: 951-280-9746  
 Toll Free: 800-CALVADA www.calvada.com  
 JOB NO. 16234

SHEET TITLE

TOPOGRAPHIC SURVEY

C-1

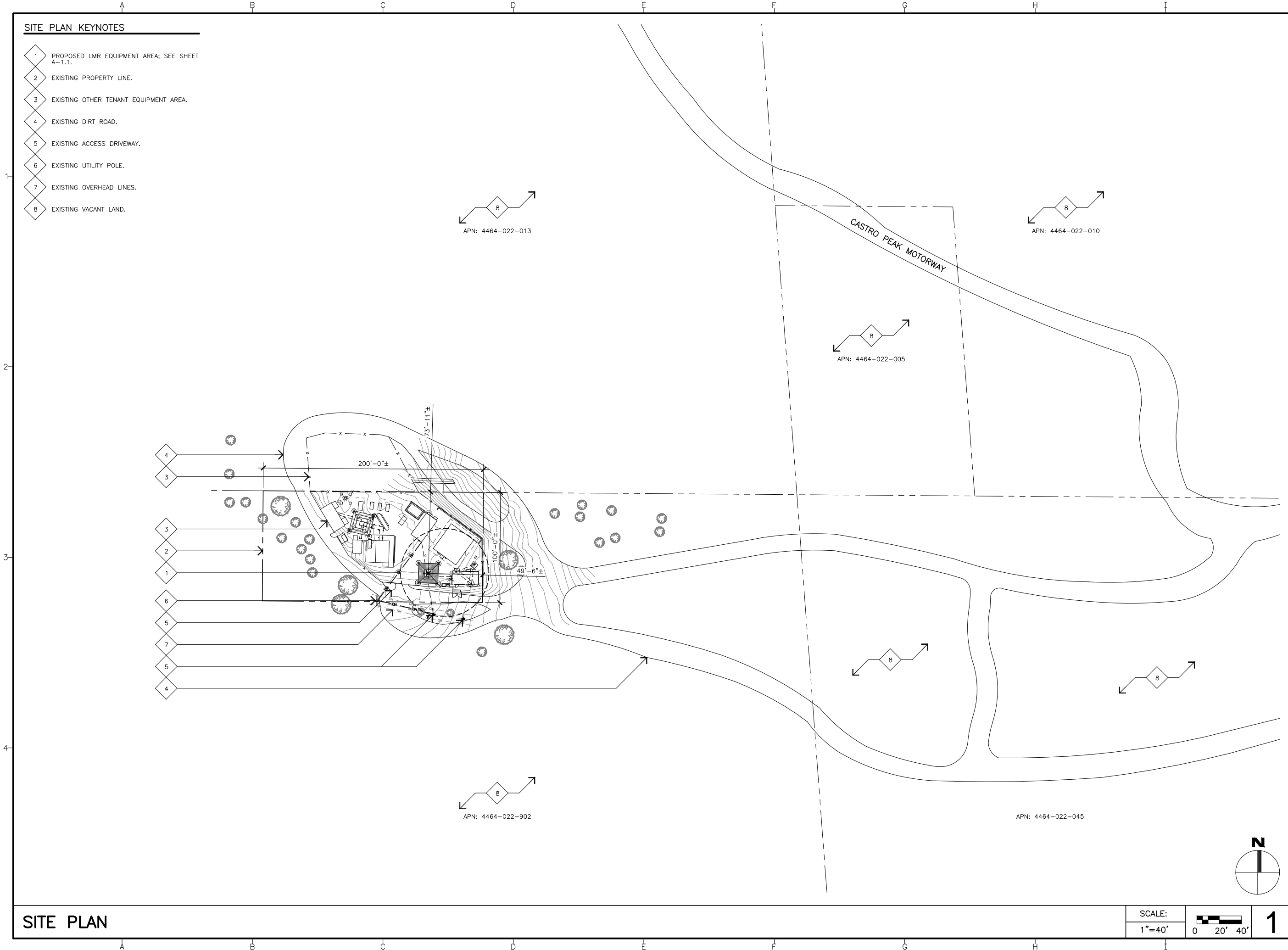
LMR-CPK-C1 0

**SITE PLAN KEYNOTES**

- 1 PROPOSED LMR EQUIPMENT AREA; SEE SHEET A-1.1.
- 2 EXISTING PROPERTY LINE.
- 3 EXISTING OTHER TENANT EQUIPMENT AREA.
- 4 EXISTING DIRT ROAD.
- 5 EXISTING ACCESS DRIVEWAY.
- 6 EXISTING UTILITY POLE.
- 7 EXISTING OVERHEAD LINES.
- 8 EXISTING VACANT LAND.

1  
2  
3  
4

**SITE PLAN**



A B C D E F G H I

CASTRO PEAK MOTORWAY

APN: 4464-022-013

APN: 4464-022-010

APN: 4464-022-005

APN: 4464-022-045

APN: 4464-022-902

200'-0"±

73'-11"±

100'-0"±

49'-6"±

SCALE:  
1"=40'

0 20' 40'

1



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LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM

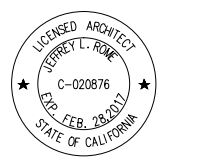
**CPK**  
**CASTRO PEAK**  
 928 LATIGO CANYON ROAD, MALIBU, CALIFORNIA 90063

**ZONING DRAWINGS**

**REVISIONS**

REV	DATE	DESCRIPTION	BY
0	09/16/16	ZONING DRAWINGS	PM
1	10/12/16	AUTHORITY COMMENTS	LS

JRA JOB NUMBER: 161063



SHEET TITLE

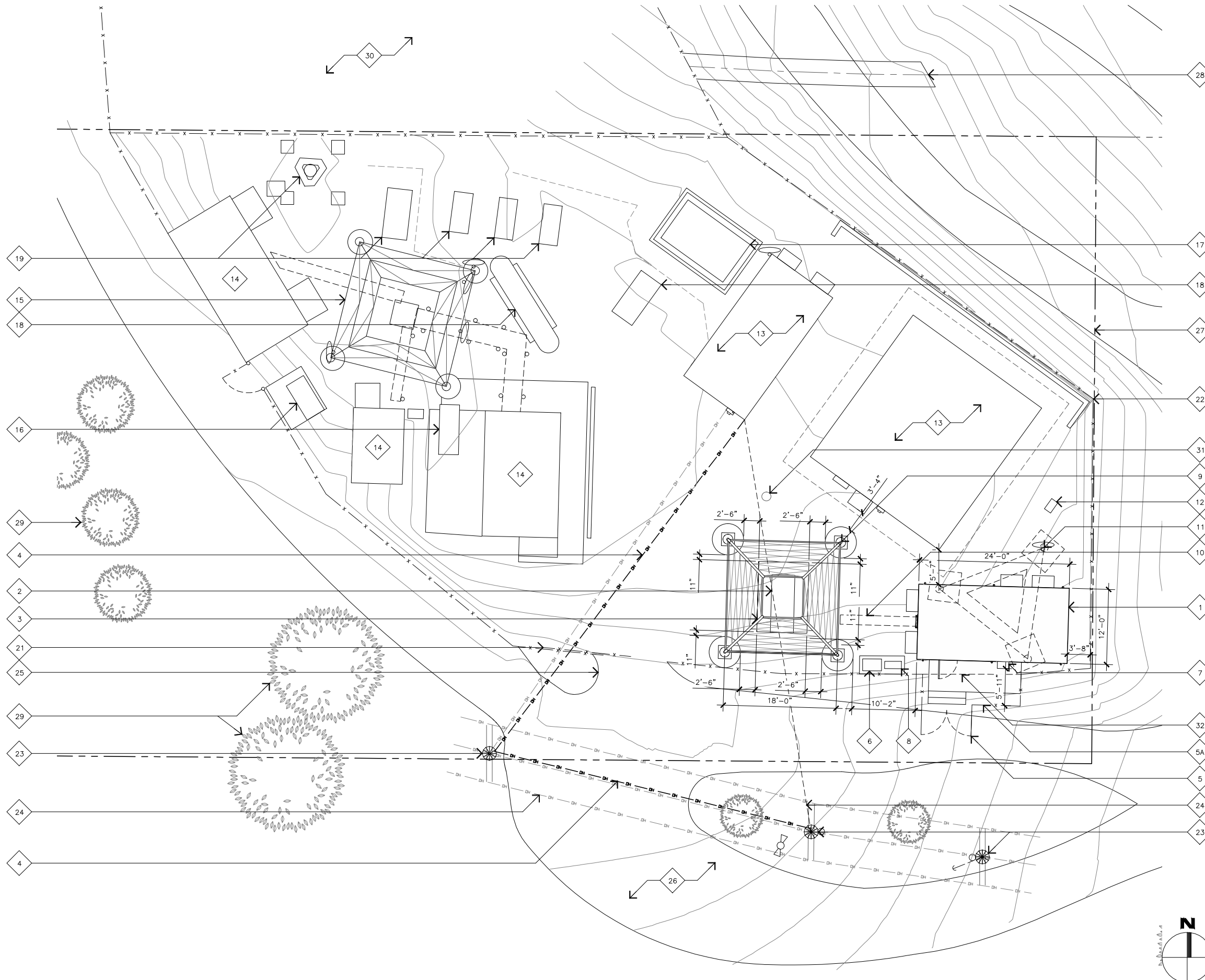
**SITE PLAN**

**A-1**

LMR-CPK-A1 0

ENLARGED SITE PLAN KEYNOTES

- 1 PROPOSED 12'-0" X 24'-0" LMR PRE-FAB EQUIPMENT SHELTER; SEE SHEET A-2.
- 2 PROPOSED LMR 100kW GENERATOR.
- 3 PROPOSED LMR 2,000 GALLON DIESEL CONVAULT TANK (BELOW) (66"X96"X135").
- 4 PROPOSED OVERHEAD RUN FROM POWER POLE TO EXISTING EQUIPMENT SHELTER.
- 5 PROPOSED CHAIN LINK ACCESS GATES.
- 5A PROPOSED CHAIN LINK EXTENSION.
- 6 PROPOSED LMR AUTOMATIC TRANSFER SWITCH.
- 7 PROPOSED LMR MANUAL TRANSFER SWITCH.
- 8 PROPOSED LMR SWITCHGEAR TO BE INSTALLED BY SERVICE PROVIDER.
- 9 PROPOSED LMR 132'-0" HIGH SELF SUPPORT TOWER; SEE SHEET A-3.
- 10 PROPOSED CABLE BRIDGE.
- 11 EXISTING SELF SUPPORT TOWER TO BE DEMOLISHED BY OTHERS. EXISTING ANTENNAS TO BE RELOCATED. LOCATION TBD.
- 12 EXISTING ELECTRICAL PULL BOX.
- 13 EXISTING EQUIPMENT SHELTER.
- 14 EXISTING OTHER TENANT EQUIPMENT SHELTER.
- 15 EXISTING OTHER TENANT SELF SUPPORT TOWER.
- 16 EXISTING OTHER TENANT GENERATOR.
- 17 EXISTING FUEL TANK.
- 18 EXISTING OTHER TENANT PROPANE TANK.
- 19 EXISTING CONCRETE PAD.
- 20 PROPOSED BOLLARDS.
- 21 EXISTING CHAINLINK SLIDING GATE TO BE MODIFIED AS REQUIRED. SLIDING DIRECTION TO BE REVERSED.
- 22 EXISTING CHAINLINK FENCE.
- 23 EXISTING UTILITY POLE.
- 24 EXISTING OVERHEAD RUN TO BE REMOVED.
- 25 EXISTING ACCESS DRIVEWAY.
- 26 EXISTING DIRT ROAD.
- 27 EXISTING PROPERTY LINE.
- 28 EXISTING GUTTER.
- 29 EXISTING TREE (TYP.).
- 30 EXISTING OTHER TENANT EQUIPMENT AREA.
- 31 EXISTING ELECTRICAL GROUNDING.
- 32 EXISTING CHAIN LINK FENCE PORTION TO BE REMOVED.



ENLARGED SITE PLAN

SCALE: 1/8"=1'-0"  
0 4' 8' 1



**MOTOROLA SOLUTIONS**

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LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM

CPK  
CASTRO PEAK  
928 LATIGO CANYON ROAD, MALIBU, CALIFORNIA 90063

ZONING DRAWINGS

REVISIONS

REV	DATE	DESCRIPTION	BY
0	09/16/16	ZONING DRAWINGS	PM
1	10/12/16	AUTHORITY COMMENTS	LS

JRA JOB NUMBER: 161063



SHEET TITLE

ENLARGED SITE PLAN

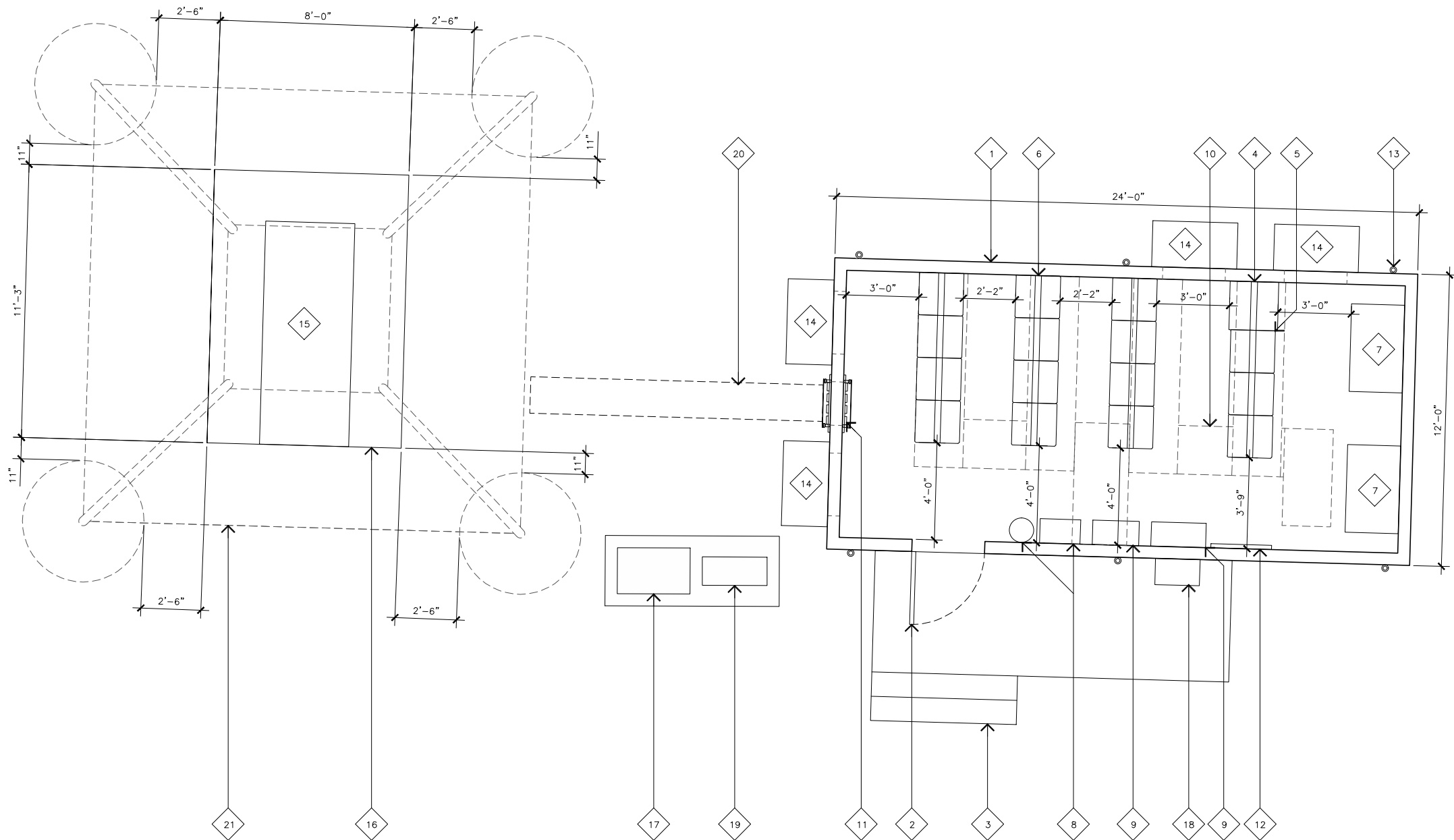
A-1.1

LMR-CPK-A1.1 0



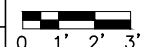
EQUIPMENT PLAN KEYNOTES

- 1 PROPOSED 24'-0" X 12'-0" LMR PRE-FAB EQUIPMENT SHELTER.
- 2 PROPOSED 3'-0" WIDE ACCESS DOOR.
- 3 PROPOSED CONCRETE STOOP.
- 4 PROPOSED (1) DC RACK.
- 5 PROPOSED (1) INVERTER RACK.
- 6 PROPOSED (14) RF RACKS.
- 7 PROPOSED (2) BATTERY RACKS.
- 8 PROPOSED FIRE SUPPRESSION EQUIPMENT.
- 9 PROPOSED ELECTRICAL PANEL.
- 10 PROPOSED CABLE LADDER.
- 11 PROPOSED COAX ENTRY PORT.
- 12 PROPOSED TELCO BACKBOARD WITH PUNCHBLOCK.
- 13 PROPOSED (6) LMR GPS ANTENNAS.
- 14 PROPOSED (2) HVAC UNITS.
- 15 PROPOSED LMR 100kW GENERATOR BELOW PROPOSED SELF SUPPORT TOWER.
- 16 PROPOSED LMR 2,000 GALLON DIESEL CONVAULT TANK (BELOW) (66"X96"X135").
- 17 PROPOSED LMR AUTOMATIC TRANSFER SWITCH.
- 18 PROPOSED LMR MANUAL TRANSFER SWITCH.
- 19 PROPOSED LMR SWITCHGEAR TO BE INSTALLED BY SERVICE PROVIDER.
- 20 PROPOSED CABLE BRIDGE.
- 21 PROPOSED LMR 132'-0" HIGH SELF SUPPORT TOWER.



EQUIPMENT PLAN

SCALE:  
3/8"=1'-0"



1



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LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM

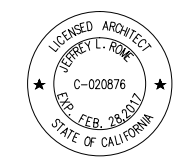
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ZONING DRAWINGS

REVISIONS

REV	DATE	DESCRIPTION	BY
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1	10/12/16	AUTHORITY COMMENTS	LS

JRA JOB NUMBER: 161063



SHEET TITLE  
EQUIPMENT PLAN

A-2

LMR-CPK-A2 0

OMNI ANTENNA SCHEDULE						
ELEVATION	ANTENNA MODEL	REF. DESIGNATOR	TTA	TOWER LEG	AZIMUTH	COAX
120'	307-401c	RX1-AU	-	B	130°	(1) 7/8"
120'	RFI CC450-09-T3	RX2-AU	-	A	OMNI	(1) 7/8"
120'	RFI CC450-09-T3	RX3-AU	-	A	OMNI	(1) 7/8"
120'	RFI CC450-09-T3	RX4-AU	-	B	OMNI	(1) 7/8"
120'	RFI CC450-09-T3	RX1-DU	-	A	OMNI	(1) 7/8"
120'	RFI CC450-09-T3	RX2-DU	-	C	OMNI	(1) 7/8"
120'	SINCLAIR SC479-HF1LDF (D04-E5608)	RX1-D7	1	A	OMNI	(1) 7/8"
120'	SINCLAIR SC479-HF1LDF (D04-E5608)	RX2-D7	-	C	OMNI	(1) 7/8"
120'	SINCLAIR SC412-HF2LDF (D04-E5608)	RX-L8	1	C	0°	(1) 7/8"
120'	RFI OA40-41-DIN-T3	RX-LV	-	C	270°	(1) 7/8"
120'	RFI CC450-09-T3	RX-LU	-	D	0°	(1) 7/8"
103'-8"	RFI BA80-67-DIN	RX1-NU	-	A	OMNI	(1) 7/8"
103'-8"	RFI BA80-67-DIN	RX2-NU	-	A	OMNI	(1) 7/8"
103'-8"	RFI BA80-67-DIN	RX3-NU	-	A	OMNI	(1) 7/8"
80'-1"	SINCLAIR SC476-HF1LDF (D05-E5749)	TX-D7	-	A	OMNI	(1) 7/8"
80'-1"	307-401c	TX1-AU	-	B	130°	(1) 7/8"
80'-1"	RFI CC450-09-T3	TX2-AU	-	A	OMNI	(1) 7/8"
80'-1"	RFI OA40-67-DIN-T8	TX3-AU	-	C	230°	(1) 7/8"
80'-1"	RFI CC450-09-T3	TX4-AU	-	A	OMNI	(1) 7/8"
80'-1"	RFI OA20-67-DIN	TX1-DU	-	D	270°	(1) 7/8"
80'-1"	RFI OA20-67-DIN	TX2-DU	-	D	270°	(1) 7/8"
80'-1"	SINCLAIR SE419-SWBALDF (D05-E6461)_130D	TX-L8	-	C	230°	(1) 7/8"
80'-1"	RFI FSA20-67	TX-LU	-	C	230°	(1) 7/8"
80'-1"	RFI BA80-67-DIN	TX-NU	-	B	OMNI	(1) 7/8"
61'-6"	TELEWAVE ANT42D (CH1)	TX1-LL	-	A	20°	(1) 7/8"
61'-6"	TELEWAVE ANT37D (CH2)	TX2-LL	-	A	20°	(1) 7/8"
61'-6"	RFI CSA10-41	TX1-LV	-	C	260°	(1) 7/8"
61'-6"	RFI CSA10-41	TX2-LV	-	C	260°	(1) 7/8"

GPS MOUNT SCHEDULE			
ELEVATION	SYSTEM	PART #	REF. DESIGNATOR
12'-0"	TRAK GPS	TRAK L9N	GPS1
12'-0"	TRAK GPS	TRAK L9N	GPS2
12'-0"	GTR GPS	DS0900382702	GPS3
12'-0"	GTR GPS	DS0900382702	GPS4
12'-0"	GTR GPS	DS0900382702	GPS5
12'-0"	GTR GPS	DS0900382702	GPS6

MICROWAVE ANTENNA SCHEDULE								
ELEVATION	ANTENNA MODEL	DISH DIAMETER	REF. DESIGNATOR	LINK TERMINAL POINT	AZIMUTH	MOUNTING KIT	TOWER LEG	COAX
61'-6"	COMMSCOPE VHLP3-11W	3'	MW1	SPN	95.39°	PER MFG.	B	(1) LMR-400
52'	COMMSCOPE VHLP3-11W	3'	MW2	LACF072	263.61°	PER MFG.	C	(1) LMR-400
52'	COMMSCOPE VHLP6-6WA	6'	MW3	ONK	34.44°	PER MFG.	A	(1) LMR-400
30'	COMMSCOPE VHLP4-6W	4'	MW4	ONK	34.44°	PER MFG.	A	(1) LMR-400

**ANTENNA SPACING NOTES:**

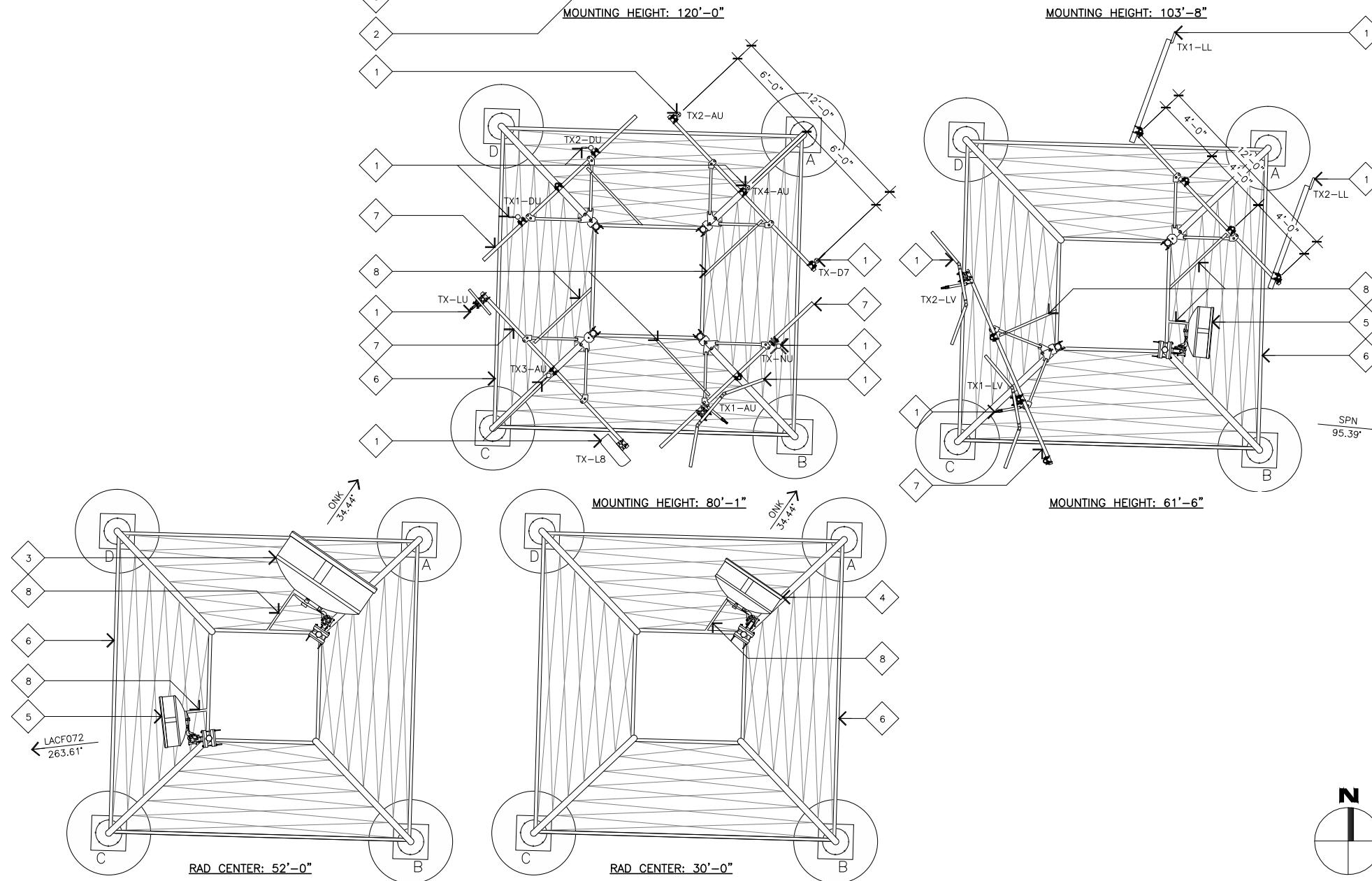
- MINIMUM VERTICAL DISTANCE FROM TX TO RX ANTENNA TIP TO TAIL: 5'
- MINIMUM HORIZONTAL DISTANCE FROM TX TO RX ANTENNA - 700/800 MHz: 30'
- MINIMUM HORIZONTAL DISTANCE FROM TX TO RX ANTENNA - UHF: 45'
- MINIMUM HORIZONTAL DISTANCE FROM TX TO TX ANTENNA: 5'
- MINIMUM HORIZONTAL DISTANCE FROM RX TO RX ANTENNA: 3'
- MINIMUM HORIZONTAL DISTANCE BETWEEN DTVRS 700 MHz RX DIVERSITY ANTENNAS: 9.6'
- MINIMUM HORIZONTAL DISTANCE BETWEEN DTVRS UHF RX DIVERSITY ANTENNAS: 16.7'
- MINIMUM HORIZONTAL DISTANCE BETWEEN NMDN RX DIVERSITY ANTENNAS: 3'
- STANDOFF DISTANCE BETWEEN LMR ANTENNAS AND TOWER: 6'

**ANTENNA SCHEDULE**

SCALE: NONE **2**

**ANTENNA PLAN KEYNOTES**

- PROPOSED LMR TX ANTENNA MOUNTED TO PROPOSED SELF SUPPORT TOWER.
- PROPOSED LMR RX ANTENNA MOUNTED TO PROPOSED SELF SUPPORT TOWER.
- PROPOSED 6'-0" MICROWAVE ANTENNA MOUNTED TO PROPOSED SELF SUPPORT TOWER.
- PROPOSED 4'-0" MICROWAVE ANTENNA MOUNTED TO PROPOSED SELF SUPPORT TOWER.
- PROPOSED 3'-0" MICROWAVE ANTENNA MOUNTED TO PROPOSED SELF SUPPORT TOWER.
- PROPOSED 132'-0" HIGH SELF SUPPORT TOWER.
- PROPOSED ANTENNA FRAME.
- PROPOSED STIFFENER ARM.
- PROPOSED LMR TTA MOUNTED TO NEW SELF SUPPORT TOWER OR NEW ANTENNA FRAME (2 TOTAL).



**ANTENNA PLAN**

SCALE: 1/4"=1'-0" **1**



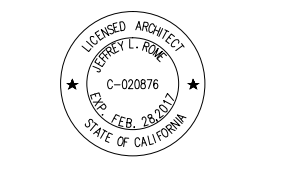
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LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM  
**CPK**  
**CASTRO PEAK**  
 928 LATIGO CANYON ROAD, MALIBU, CALIFORNIA 90063

**ZONING DRAWINGS**

REVISIONS			
REV	DATE	DESCRIPTION	BY
0	09/16/16	ZONING DRAWINGS	PM
1	10/12/16	AUTHORITY COMMENTS	LS

JRA JOB NUMBER: 161063



SHEET TITLE  
**ANTENNA PLAN**

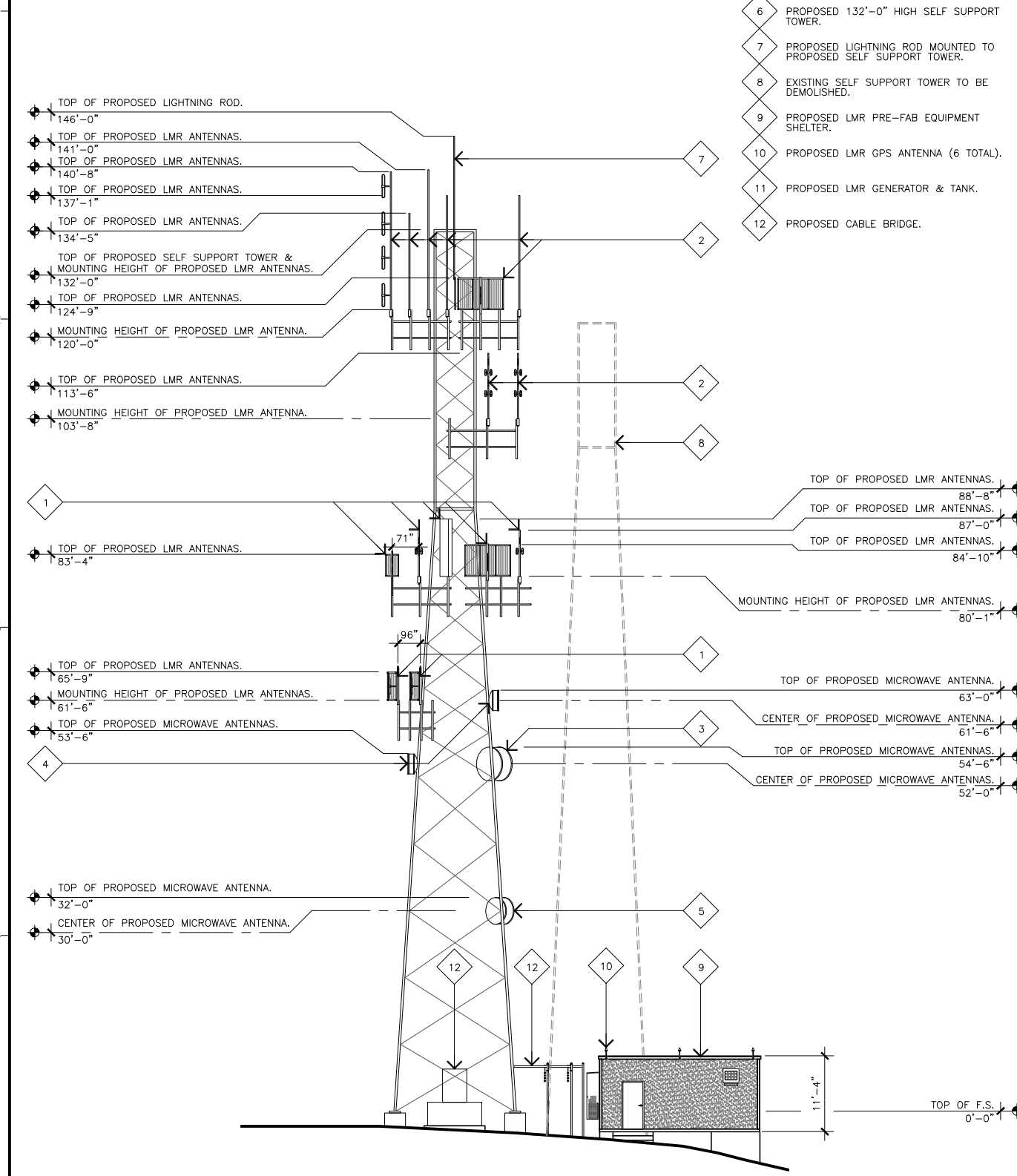
**A-3**

LMR-CPK-A3 0

- ANTENNA SPACING NOTES:**
1. MINIMUM VERTICAL DISTANCE FROM TX TO RX ANTENNA TIP TO TAIL: 5'
  2. MINIMUM HORIZONTAL DISTANCE FROM TX TO RX ANTENNA - 700/800 MHz: 30'
  3. MINIMUM HORIZONTAL DISTANCE FROM TX TO RX ANTENNA - UHF: 45'
  4. MINIMUM HORIZONTAL DISTANCE FROM TX TO TX ANTENNA: 5'
  5. MINIMUM HORIZONTAL DISTANCE FROM RX TO RX ANTENNA: 3'
  6. MINIMUM HORIZONTAL DISTANCE BETWEEN DTVRS 700 MHz RX DIVERSITY ANTENNAS: 9.6'
  7. MINIMUM HORIZONTAL DISTANCE BETWEEN DTVRS UHF RX DIVERSITY ANTENNAS: 16.7'
  8. MINIMUM HORIZONTAL DISTANCE BETWEEN NMDN RX DIVERSITY ANTENNAS: 3'
  9. STANDOFF DISTANCE BETWEEN LMR ANTENNAS AND TOWER 6'

**ELEVATIONS KEYNOTES**

1. PROPOSED LMR TX ANTENNA MOUNTED TO PROPOSED SELF SUPPORT TOWER (14 TOTAL).
2. PROPOSED LMR RX ANTENNA MOUNTED TO PROPOSED SELF SUPPORT TOWER (14 TOTAL).
3. PROPOSED 6'-0" MICROWAVE ANTENNA MOUNTED TO PROPOSED SELF SUPPORT TOWER (1 TOTAL).
4. PROPOSED 3'-0" MICROWAVE ANTENNA MOUNTED TO PROPOSED SELF SUPPORT TOWER (2 TOTAL).
5. PROPOSED 4'-0" MICROWAVE ANTENNA MOUNTED TO PROPOSED SELF SUPPORT TOWER (1 TOTAL).
6. PROPOSED 132'-0" HIGH SELF SUPPORT TOWER.
7. PROPOSED LIGHTNING ROD MOUNTED TO PROPOSED SELF SUPPORT TOWER.
8. EXISTING SELF SUPPORT TOWER TO BE DEMOLISHED.
9. PROPOSED LMR PRE-FAB EQUIPMENT SHELTER.
10. PROPOSED LMR GPS ANTENNA (6 TOTAL).
11. PROPOSED LMR GENERATOR & TANK.
12. PROPOSED CABLE BRIDGE.



**SOUTH ELEVATION**

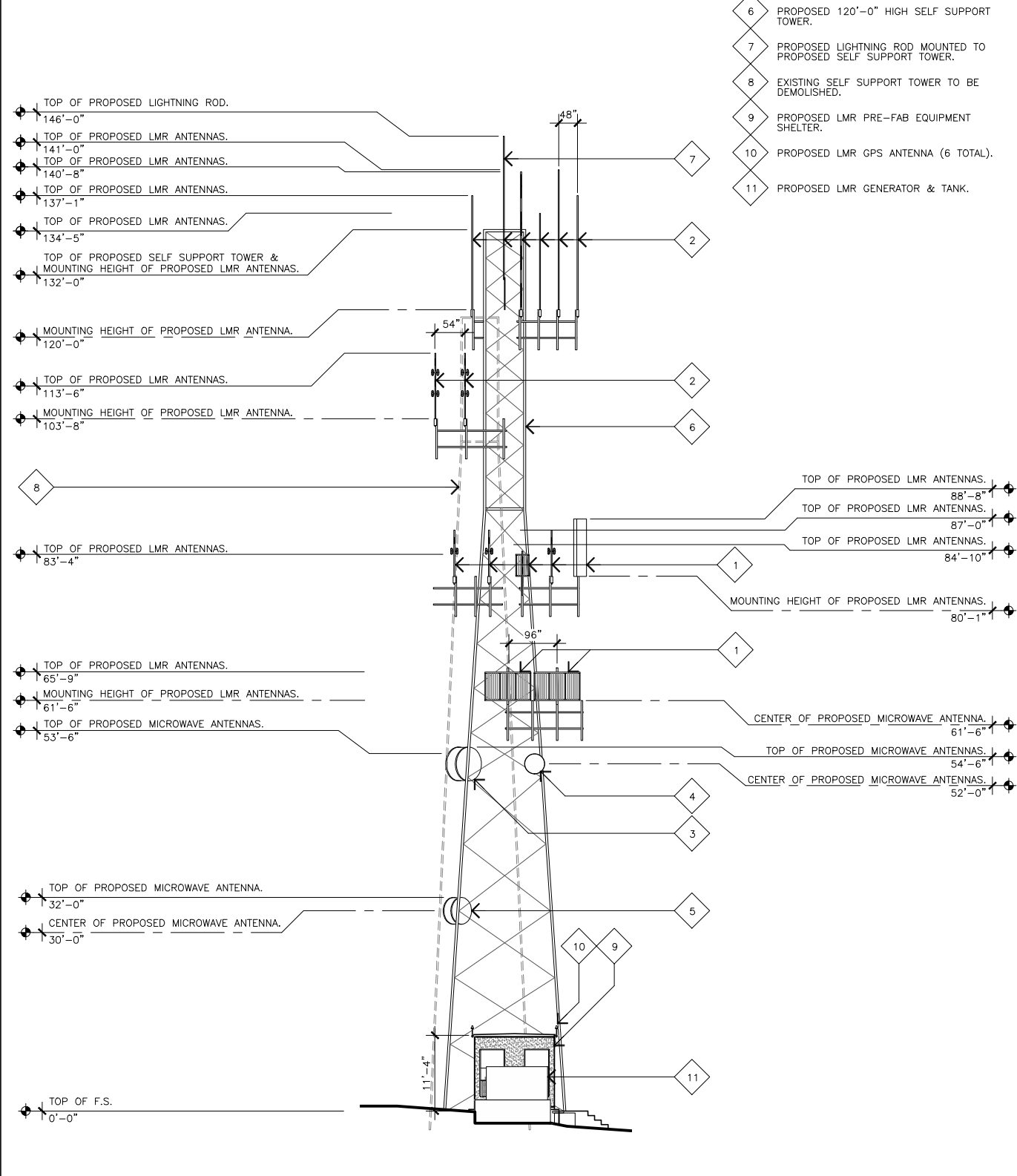
SCALE: 3/32"=1'-0" 0 3' 6' 12'

**2**

- ANTENNA SPACING NOTES:**
1. MINIMUM VERTICAL DISTANCE FROM TX TO RX ANTENNA TIP TO TAIL: 5'
  2. MINIMUM HORIZONTAL DISTANCE FROM TX TO RX ANTENNA - 700/800 MHz: 30'
  3. MINIMUM HORIZONTAL DISTANCE FROM TX TO RX ANTENNA - UHF: 45'
  4. MINIMUM HORIZONTAL DISTANCE FROM TX TO TX ANTENNA: 5'
  5. MINIMUM HORIZONTAL DISTANCE FROM RX TO RX ANTENNA: 3'
  6. MINIMUM HORIZONTAL DISTANCE BETWEEN DTVRS 700 MHz RX DIVERSITY ANTENNAS: 9.6'
  7. MINIMUM HORIZONTAL DISTANCE BETWEEN DTVRS UHF RX DIVERSITY ANTENNAS: 16.7'
  8. MINIMUM HORIZONTAL DISTANCE BETWEEN NMDN RX DIVERSITY ANTENNAS: 3'
  9. STANDOFF DISTANCE BETWEEN LMR ANTENNAS AND TOWER 6'

**ELEVATIONS KEYNOTES**

1. PROPOSED LMR TX ANTENNA MOUNTED TO PROPOSED SELF SUPPORT TOWER (14 TOTAL).
2. PROPOSED LMR RX ANTENNA MOUNTED TO PROPOSED SELF SUPPORT TOWER (14 TOTAL).
3. PROPOSED 6'-0" MICROWAVE ANTENNA MOUNTED TO PROPOSED SELF SUPPORT TOWER (1 TOTAL).
4. PROPOSED 3'-0" MICROWAVE ANTENNA MOUNTED TO PROPOSED SELF SUPPORT TOWER (2 TOTAL).
5. PROPOSED 4'-0" MICROWAVE ANTENNA MOUNTED TO PROPOSED SELF SUPPORT TOWER (1 TOTAL).
6. PROPOSED 120'-0" HIGH SELF SUPPORT TOWER.
7. PROPOSED LIGHTNING ROD MOUNTED TO PROPOSED SELF SUPPORT TOWER.
8. EXISTING SELF SUPPORT TOWER TO BE DEMOLISHED.
9. PROPOSED LMR PRE-FAB EQUIPMENT SHELTER.
10. PROPOSED LMR GPS ANTENNA (6 TOTAL).
11. PROPOSED LMR GENERATOR & TANK.



**WEST ELEVATION**

SCALE: 3/32"=1'-0" 0 3' 6' 12'

**1**



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM

CPK  
CASTRO PEAK  
928 LATIGO CANYON ROAD, MALIBU, CALIFORNIA 90063

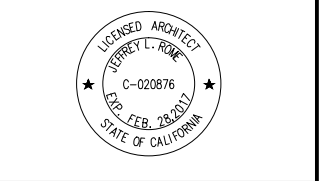
Jeffrey Rome | ASSOCIATES  
architecture | telecommunications  
131 Innovation Drive, Suite 100  
Malibu, CA 90262  
tel 949.760.3929 | fax 949.760.3931

**ZONING DRAWINGS**

**REVISIONS**

REV	DATE	DESCRIPTION	BY
0	09/16/16	ZONING DRAWINGS	PM
1	10/12/16	AUTHORITY COMMENTS	LS

JRA JOB NUMBER: 161063



SHEET TITLE

**ELEVATIONS**

**A-4.1**

LMR-CPK-A4.1 0

**SITE ACCESS AGREEMENT  
CERRO NEGRO TELECOMMUNICATIONS SITE**

**THIS SITE ACCESS AGREEMENT** ("Agreement"), is made and entered into in duplicate original this \_\_\_\_\_ day of \_\_\_\_\_, 2016,

**BY AND BETWEEN**

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

**AND**

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

**RECITALS:**

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

**WHEREAS**, County owns certain real property commonly known as Los Angeles County Cerro Negro Telecommunication Site ("Cerro Negro") and may be referred to as the San Rafael Lookout Tower Communication Site on Sugar Loaf Drive in La Canada Flintridge, California as described on Exhibit A attached hereto ("Real Property"); and

**WHEREAS**, County licensed a portion of Cerro Negro to the City of La Canada ("City") pursuant to Communications Site License COL-378, dated October 1<sup>st</sup> 1999, which has been held on a month to month basis since February 20, 2010 as all of City's renewal options have been exercised.

**WHEREAS**, County desires to license the use of a portion of the Real Property not already licensed to City to the LA-RICS AUTHORITY for use as a Land Mobile Radio ("LMR") communication site; and

**WHEREAS**, the parties hereto acknowledge that: (a) LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LMR Vendor") to design, construct, and perform services with respect to a regional interoperable LMR telecommunications system as a part of the LA-RICS; (b) the LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LMR Vendor") to design and construct a regional interoperable LMR telecommunications system as a part of the LA-RICS; and (c) any of the LA-RICS Authority member agencies may assume the LA-RICS Authority's rights and obligations under this Agreement and/or may perform services with respect to this LA-RICS; and

**WHEREAS**, LA-RICS AUTHORITY is willing to accept and exercise the rights granted by this Agreement for use of a LMR 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. **LMR SITE**

1.01 County hereby licenses to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from County 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 LMR communication facility, consisting of the parcels of land shown on Exhibit A attached hereto and incorporated herein by this reference (the "LMR Site").

1.02 The LA-RICS AUTHORITY acknowledges its personal inspection of the LMR 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 LMR Site in its as-is condition with no duty to investigate, and County makes no warranty, express or implied, as to the suitability of the LMR 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 LMR Vendor may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the LMR 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 County 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 LMR 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 County 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 LMR Site for the installation, operation, maintenance, and repair of a LMR facility. The LA-RICS AUTHORITY (and/or its member agencies, the LMR Vendor

and/or other agents): (a) shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS AUTHORITY's LMR 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 LMR 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 LMR Site 24 hours per day, 7 days per week without notice. Each LMR 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 LMR Site and/or the Real Property hereunder, including without limitation usage by the LMR 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 County's authority to exercise any right or power concerning the utilization of the Real Property including without limitation the LMR Site; provided, however, that such County authority shall not include the exercise of any right or power that would interfere with the LA-RICS Facility.

### 3. APPROVALS/DESIGN REVIEW

The LA-RICS AUTHORITY shall furnish and submit to County copies of project plans and specifications (along with any other information reasonably requested by County) for the LMR Site at the 50%, 75%, and 100% stages of design development, for County's review and approval. LA-RICS AUTHORITY agrees to discuss with County the County's concerns, if any, regarding the proposed plans and to work in good faith to address such concerns and obtain County approval prior to implementation of said plans.

Conceptual site plans for the LMR Site are identified in Exhibit C. Upon the LA-RICS AUTHORITY's and County's (or County's authorized agent's) approval of the final site plan for the LMR Site, such final site plan will be deemed incorporated herein by reference as an update to Exhibit C. County 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 County with a notice of work commencement and an estimated time of completion for each LMR Site.

County 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, County and the LA-RICS AUTHORITY agree that the LA-RICS AUTHORITY (i) will comply with County Building Code requirements and (ii) will seek only those governmental approvals that would normally apply to the County, other than with respect to ministerial permits as described below. Notwithstanding the foregoing, the parties agree that their cooperation in addressing any concerns raised by the County is essential to the success of the LA-RICS project and that accordingly all such concerns will be taken into consideration throughout the LMR Site plan approval process, as described in this Section 3 and in Section 8.

Should ministerial permits be required, County shall expeditiously process such permits within its jurisdiction. To the extent there may be costs associated with County'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 LMR 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 LMR Site will be compatible with the LA-RICS AUTHORITY's engineering specifications and design and operational requirements. County 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 upon written notice of termination (a) by LA-RICS AUTHORITY or (b) by County pursuant to Section 28 (Default) hereof.

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**

County 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 LMR Site. In addition, County shall have the right to inspect said equipment and the LMR 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 County during any such inspection of or access to a LMR Site. The LA-RICS AUTHORITY shall not commence installation of equipment or alteration of a LMR Site, or any portion thereof, until the County 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. County'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 County 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 LMR 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 County 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 County 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 County. 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 LMR 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 County may grant the use of any unused portion of the Real Property to any third party for the purpose of installing communications transmitting equipment, 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 County shall be required to comply with all applicable noninterference rules of the FCC.

7.03 County reserves the right, at its expense, to install on the Real Property, including without limitation within the LMR Site, its own communications shelter, telecommunication equipment, and appropriate tower space for telecommunications and/or microwave (collectively, the "County Facilities") so long as the installation of said County Facilities does not interfere with LA-RICS AUTHORITY's operations. LA-RICS AUTHORITY and County agree to make commercially reasonable efforts to resolve any

radio frequency interference issues with equipment, transmission or reception caused by the installation of the County Facilities.

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

7.05 Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LMR Site, LA-RICS AUTHORITY shall provide County 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 LMR Site in CAD and PDF formats. Upon receipt of the As-Builts by County, 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, County may cause such As-Builts to be prepared on behalf of LA-RICS AUTHORITY and County shall assess a fee for such As-Builts, the cost of which shall become immediately due and payable to County upon invoice accompanied by supporting documentation of such fee. County shall be responsible for completion of and costs associated with As-Builts resulting from any modifications required by County.

## **8. ALTERATIONS**

LA-RICS AUTHORITY shall make no renovations, alterations or improvements to the LMR 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 County, 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 County or that may be required as a result of FCC rules or regulations, after providing notice to the County. LA-RICS AUTHORITY agrees: (i) to submit to the County, for review and approval, all plans and specifications, working drawings, and other information

reasonably required by the County covering proposed alterations by LA-RICS AUTHORITY, (ii) to discuss with County the County'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 County.

9. **MAINTENANCE**

LA-RICS shall be responsible for maintenance of the portions of the Real Property, occupied by the LMR Site, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities. The LMR 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 County, County may perform the work and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by County.

LA-RICS AUTHORITY shall be responsible for the timely repair of all damage to the LMR 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 LMR Vendor. Should LA-RICS AUTHORITY fail to promptly make such repairs after thirty (30) days written notice from County, County may have repairs made and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by County.

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 County of Los Angeles Building Code.

LA-RICS AUTHORITY shall remove any debris to the extent resulting from maintenance, operation and construction on the LMR Site by LA-RICS AUTHORITY, its agents or contractors (including without limitation the LMR Vendor). In the event that LA-RICS AUTHORITY fails to remove such debris from the LMR Site, County 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, County 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 LMR Vendor shall:

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

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

(c) Conduct the Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the Real Property by County or the public, except as herein permitted, and remove any agent, 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 LMR Site, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the County, its agents, employees or contractors.

## 12. **RELOCATION**

12.01 County 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 LMR 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) County shall pay all costs incurred by LA-RICS AUTHORITY for relocation of LA-RICS AUTHORITY's equipment from the LMR Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LMR 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) County 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 LMR 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 LMR Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LMR 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 County at least sixty (60) days written notice of the requested relocation; requested relocation shall be subject to prior approval by County, such approval not to be unreasonably withheld.

### 13. **ACCESS TO LMR SITE**

13.01 County hereby grants to the LA-RICS AUTHORITY, its member agencies, the LMR Vendor, and other agents a nonexclusive right to use, at its sole risk, during the term of this Agreement, the access which serves the LMR Site ("Access"). The LA-RICS AUTHORITY, on behalf of itself and its member agencies, and the LMR Vendor, acknowledge and accept the present condition of the Access on an "as is" basis. The LA-RICS AUTHORITY shall provide County with notice of all of its representatives or agents who are authorized to access the LMR 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 County, 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 County 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 LMR Vendor.

14. **EMERGENCY ACCESS BY COUNTY**

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

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

**15.01 No Interference.** LA-RICS AUTHORITY shall not use the LMR 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 County or County'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 County's Internal Services Department Facilities Standard STD-140 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 County'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 County 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 County 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 promptly meet with County to cooperatively discuss and reach agreement on how such interference will be resolved. County agrees that County 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 County'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 LMR 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 County 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 LMR Site. If such installation is not feasible, as determined by County, 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 County 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 County 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 LMR Vendor.

County 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 County and/or its agents, elected and appointed officers, employees, and contractors in connection with the performance of County's obligations hereunder.

## 18. **INSURANCE**

18.01 Without limiting LA-RICS AUTHORITY's obligations to County, 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 County's Risk Manager, and evidence of such programs satisfactory to the County Risk Manager, shall be delivered to the CEO, 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 County 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 County 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 County 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 County, written on ISO policy form CG 00 01 or its equivalent, and endorsed to name the County 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 County'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 County 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. County 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 County furnished materials and equipment, against loss or damage until completion and acceptance by the LA-RICS AUTHORITY and the County if required.

- **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, naming County 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 County 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 County 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 County as the Alternate Employer, and the endorsement form shall be modified to provide that County 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 County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

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 County, shall constitute a material breach of this Agreement.

18.04 Notification of Incidents. LA-RICS AUTHORITY shall report to County 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 County. 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 County 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 County, LA-RICS AUTHORITY shall pay full compensation for all reasonable costs incurred by County.

## 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 County 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 County shall be repaid by LA-RICS AUTHORITY to County upon demand.

19.02 Use of the LMR 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 LMR 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, County, City, or any other tax or assessment-levying body upon the LMR Site arising from LA-RICS AUTHORITY' use of the LMR Site.

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

20.04 County reserves the right to pay any such tax, assessment, fees or charges, and all monies so paid by County shall be repaid by LA-RICS AUTHORITY to County upon demand. LA-RICS AUTHORITY and County 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 County shall be addressed as follows:

County of Los Angeles  
Chief Executive Office – Real Estate Division  
222 South Hill Street, 3<sup>rd</sup> Floor  
Los Angeles, California 90012  
  
Attn: Director of Real Estate

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

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 LMR Site and the Real Property and restore the LMR 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 LMR Site and the Real Property all of its LA-RICS Facility and personal property and improvements and restore the LMR 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 LMR 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 LMR Site and the Real Property within the time provided in this section, County 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 County within thirty (30) days of receipt of an itemized accounting of the cost for such removal of personal property and improvements. County 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 County 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 County 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 County.

**25. ASSIGNMENT**

25.01 This Agreement may not be sold, assigned or transferred by LA-RICS AUTHORITY without written consent of County, which consent will be at County'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 County:

- (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 COUNTY.

25.03 County shall approve or disapprove a proposed transfer, assignment or sublicense within sixty (60) days after LA-RICS AUTHORITY delivers all such items to the County. County'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 County.

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.

25.06 County shall have the right 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. County 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 County shall be retained by County, except for a fee in an amount calculated to compensate LA-RICS AUTHORITY for its administrative and other costs associated with approval of the lease or license.

26. **SUBORDINATION AND NON-DISTURBANCE**

County 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 County'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 County 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, County 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 LMR 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 County's obligations under this Agreement, and (c) promptly cure all of the then-existing County 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 County of the Real Property, and (iii) agrees to accept a cure by Lender of any of County's defaults, provided such cure is completed within the deadline applicable to County.

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 County if such condemnation may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at the LMR 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 LMR 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 County 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, County 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. County 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, County 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 LMR Site and remove all LA-RICS AUTHORITY's improvements located thereon. In the event of a default hereunder by County, LA-RICS AUTHORITY shall provide written notice thereof to County. County shall have sixty (60) days from the date of said notice in which to cure the default, provided that County 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 County 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 County unless and until County has failed to cure a default within the time periods set forth in this section. In the event that County 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 County for all costs reasonably incurred by LA-RICS AUTHORITY in effecting such cure, or (b) terminate this Agreement upon written notice to County.

## 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 LMR 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 LMR Site in the event of one of the following: (a) the applicable Real Property or the LMR 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 County in its sole discretion elects not to make such repair); or (b) the applicable Real Property or LMR 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 LMR 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 LMR Site should County 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 County'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 County 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 County.

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 County of Los Angeles.

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 County 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 County may terminate, or suspend this Agreement.

36.05 While the County 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 County 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 County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS (\$500.00) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of terminating or suspending this 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 County 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 LMR Vendor and all information obtained in connection with the County's right to inspect the LMR Site or any other rights provided by this Agreement shall become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records, except as specifically provided by California Government Code Section 6250 et seq. ("Public Records Act") and which are marked "trade secret," "confidential," or "proprietary." The County shall not be in any way liable or responsible for the disclosure 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 County 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 County from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after LA-RICS AUTHORITY's receipt of County's invoice.

39.03 Any documents submitted by County 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 County for any of the aforementioned documents, information, books, records, and/or contents County 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 County'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 LMR Site or improvements thereon, or distribute or cause to be distributed any advertising materials unless prior approval therefor is obtained from the County.

40.02 Habitation. The LMR 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 LMR Site.

40.04 Safety. LA-RICS AUTHORITY shall immediately correct any unsafe condition on the LMR 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 LMR Site. LA-RICS AUTHORITY shall cooperate fully with County in the investigation of any accidental injury or death occurring on the LMR Site, including a prompt report thereof to the County. LA-RICS AUTHORITY shall cooperate and comply fully with County, 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 LMR 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 LMR Site and within a distance of fifty (50) feet thereof, and LA-RICS AUTHORITY and County 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 LMR Site from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the County. County shall be responsible for securing the Real Property to the extent deemed necessary by County 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 County 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 LMR 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 County 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 County and LA-RICS AUTHORITY.

**COUNTY-SPECIFIC PROVISIONS:**

48. **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.

49. **ENFORCEMENT**

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

50. **SOLICITATION OF CONSIDERATION**

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

50.02 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.

**51. 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 County'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 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).

**52. WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

52.01 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.

52.02 As required by the County's Child Support Compliance Program (County 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 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 County has caused this Agreement to be executed on the day, month and year first above written.

THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

COUNTY OF LOS ANGELES

A California Joint Powers Authority

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

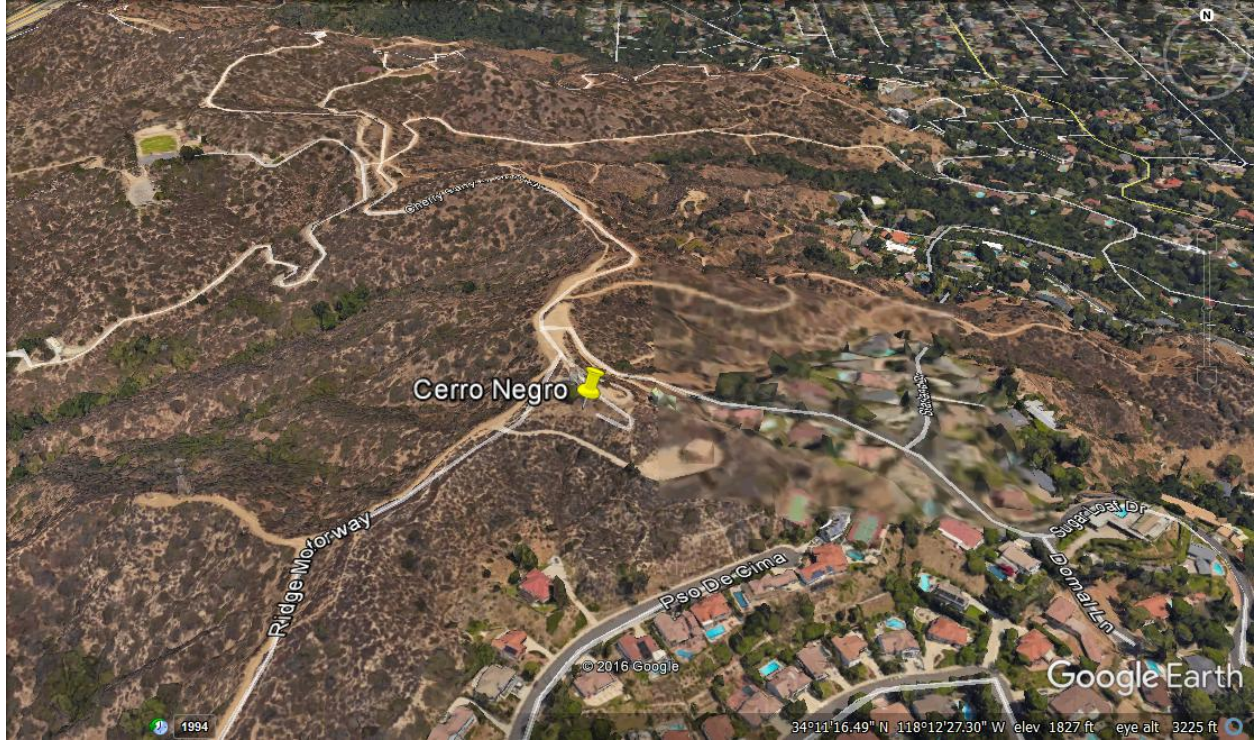
MARY C. WICKHAM  
COUNTY COUNSEL

MARY C. WICKHAM  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Deputy

# EXHIBIT A SITE DESCRIPTION



## County of Los Angeles Cerro Negro Telecommunications Site Sugar Loaf Drive La Canada Flintridge, CA 91011

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code	Supervisorial District
CRN	Cerro Negro	LA County	Near intersection of Ridge Motorway and Sugar Loaf Dr.	La Canada Flintridge	CA	91011	5

EXHIBIT B

**EQUIPMENT LIST**

**County of Los Angeles Cerro Negro Telecommunications Site**

New LMR Pre-fabricated Equipment **Shelter** (approx. 12' x 24')

New LMR Indoor **RF Racks** (10), **DC Rack** (1), **Battery Racks** (2) & **Future Racks** (4)

New **Generator**

New **GPS antennas** (4) mounted to Shelter

New 100 feet tall self-supporting **Tower**

New LMR (15) **Antennas**

New LMR (2) Microwave **Dishes**

New LMR **Diesel Fuel Tank** with CMU wall enclosure

**EXHIBIT C**

**SITE PLAN**

**County of Los Angeles Cerro Negro Telecommunications Site**

See next page for Preliminary Draft Plan (Zoning Drawings) dated October 13, 2016.

The County and Master Licensor approved Construction Document set will be incorporated by reference as part of the fully executed Site Access Agreement

SITE DATA	
<b>SITE INFORMATION</b>	
COUNTY:	LOS ANGELES COUNTY
JURISDICTION:	LOS ANGELES COUNTY
OCCUPANCY:	U
ZONING:	GLR1R
A.P.N #:	5658-038-900
USE:	UNMANNED PUBLIC SAFETY TELECOMMUNICATIONS FACILITY
FLOOD ZONE:	D
LAND OWNER:	LA COUNTY
<b>EQUIPMENT MAINTENANCE:</b> ESTIMATED VISITS TO MAINTAIN EQUIPMENT ONCE SITE IS OPERATIONAL: ONE TO TWO TIMES PER MONTH (TYPICAL)	
<b>BATTERIES:</b> BATTERIES TO BE INSTALLED WITHIN EQUIPMENT SHELTER ARE GEL-FILLED AND DO NOT REQUIRE SPECIAL VENTILATION MEASURES WITHIN THE SHELTER. REFERENCE ATTACHED SPECIFICATIONS.	
<b>PROJECT TYPE:</b> NEW LA-RICS EQUIPMENT SITE WITH:	
<ul style="list-style-type: none"> <li>NEW LMR 100 FT HIGH SELF SUPPORT TOWER</li> <li>NEW LMR PRE-FAB 12'-0"x24'-0" EQUIPMENT SHELTER (CALIFORNIA COACH APPROVED)</li> <li>NEW LMR RF RACKS (TOTAL 10), DC RACK (TOTAL 1), BATTERY RACKS (TOTAL 2) &amp; FUTURE RACKS (TOTAL 4) INSIDE NEW LMR EQUIPMENT SHELTER</li> <li>NEW LMR ANTENNAS (TOTAL 15) MOUNTED TO NEW LMR 100 FT HIGH SELF SUPPORT TOWER</li> <li>NEW LMR MICROWAVE ANTENNAS (TOTAL 2) MOUNTED TO NEW LMR 100 FT HIGH SELF SUPPORT TOWER</li> <li>NEW LMR 100KW GENERATOR</li> <li>NEW LMR GPS (TOTAL 4) MOUNTED TO NEW LMR PRE-FAB EQUIPMENT SHELTER</li> <li>NEW LMR 2,000 GALLON DIESEL FUEL TANK MOUNTED ON CONCRETE PAD</li> </ul>	
NOTE: POTENTIAL FUTURE LTE-2 CANDIDATE.	



# LA-RICS

Los Angeles Regional Interoperable  
Communications System

## LMR

SITE NAME

## CRN

# CERRO NEGRO

SITE ADDRESS

## SUGAR LOAF DR.

## LA CANADA FLINTRIDGE, CA 91011


PROJECT TEAM	
<b>CONSTRUCTION MANAGER:</b> MOTOROLA SOLUTIONS 725 S. FIGUEROA ST., SUITE 1855 LOS ANGELES, CA 90017 CONTACT: GERRY MACPHERSON CELL: 951-897-9619 EMAIL: GERRY.MACPHERSON@MOTOROLASOLUTIONS.COM	
<b>ENGINEER/ARCHITECT:</b> MITCHELL J. ARCHITECTURE 4883 RONSON CT. SUITE N SAN DIEGO, CA 92111 TEL: 858-650-3130 CONTACT: ART BROWN (PROJECT MANAGER)	
<b>SURVEYOR:</b> CAL VADA SURVEYING, INC. 411 JENKS CIR., SUITE 205 CORONA, CA 92880 TEL: 951-280-9960 FAX: 951-280-9746 TOLL FREE: 800-CALVADA WWW.CALVADA.COM	
<b>STRUCTURAL ENGINEERS</b> TAQUINO ENGINEERING, INC. 7840 EL CAJON BLVD. SUITE 406 SAN DIEGO, CA 91941 TEL: (619) 464-0964 FAX (619) 464-0967 CONTACT : DAVID TAQUINO	
<b>ELECTRICAL ENGINEER:</b> HARITON ENGINEERING 1250 E WALNUT ST, SUITE 240 PADADENA, CA 91106 TEL: 626-449-4223 CELESTIN HARITON, PE CONTACT: ROB MYERS (626) 252-8950	
<b>MECHANICAL ENGINEER:</b> CRAIG J. MOYA, PRINCIPAL ENGINEERED SYSTEMS ENGSYS@ATT.NET 619-295-1985	


SHEET INDEX		
SHEET NO.	DESCRIPTION	REV. NO.
T1	TITLE SHEET	5
C1	TOPOGRAPHIC SURVEY	2
A1	BOUNDARY PLAN & SITE PLAN	5
A2	ENLARGED SITE PLAN	5
A3	EXTERIOR ELEVATIONS	5
A3.1	EXTERIOR ELEVATIONS	5



MITCHELL J. ARCHITECTURE, INC.  
 4883 Ronson Court, Suite N  
 San Diego, CA 92111  
 858.650.3130 (ph) 858.650.3140 (fax)

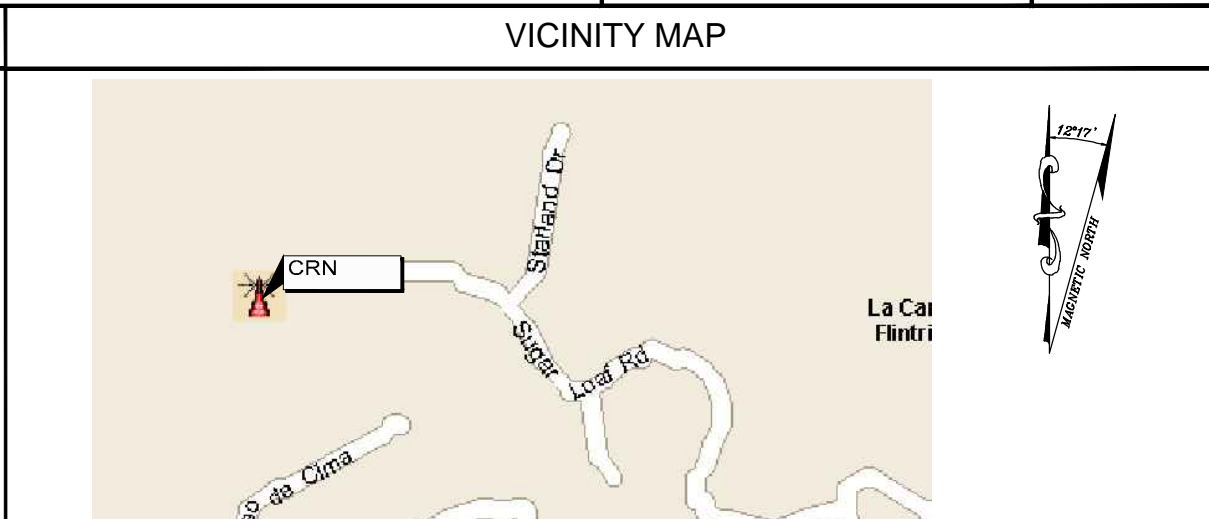
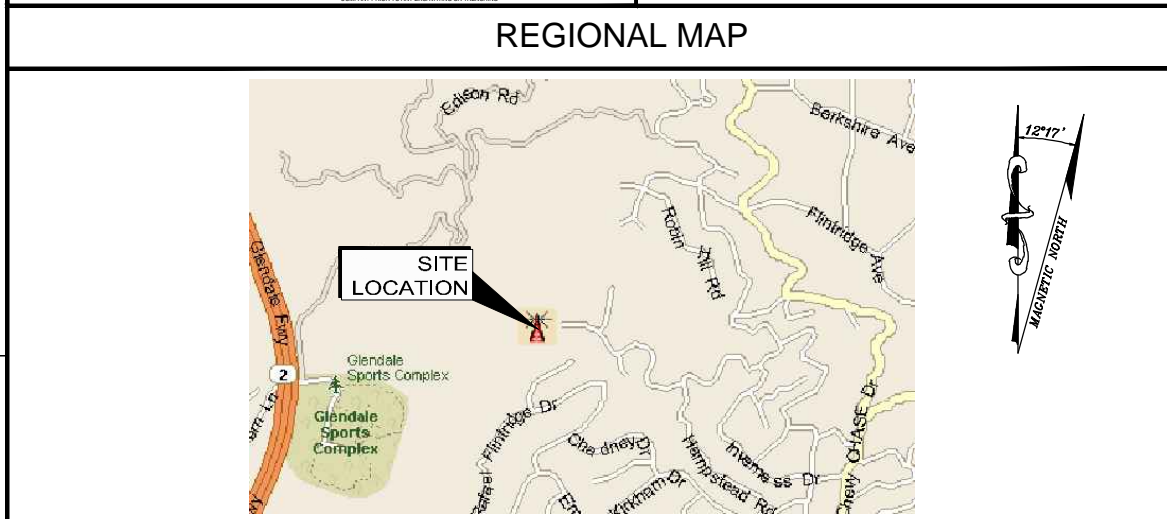
CRN  
 Los Angeles Regional Interoperable Communications System  
 CERRO NEGRO  
 SUGAR LOAF DR., LA CANADA FLINTRIDGE, CA 91011


UTILITIES	
SCE CUSTOMER SERVICE 1-800-655-4355 SCE CONTACT: JULIO FELIX TEL: 951-760-6611 ALL IMS INSPECTION REQUEST EMAIL: IMS@sce.com	 <p>Call: TOLL FREE <b>1-800-422-4133</b> THRU WORKING DAYS BEFORE YOU DIG</p> <p><small>NOTIFY DIS-ALERT OR PRIVATE LOCATING COMPANY PRIOR TO ANY EXCAVATING OR TRENCHING</small></p>

CENTER OF TOWER	
LATITUDE: 34° 11' 15.10"N	
LONGITUDE: 118° 12' 29.04"W	
ELEVATION: 1887.9 FT. ASL	NAD 83

APPLICANT	
OWNER: LA-RICS PROJECT TEAM 2525 CORPORATE PLACE, STE. 200 MONTEREY PARK, CA 91754 CONTACT: H. FRITZ ROTE CELL: (434)-229-8159 EMAIL: frote@fedeng.com	

ATTACHMENTS	
1. EQUIPMENT SHELTER DWGS. 2. TOWER & FOUNDATION ANALYSIS REPORT 3. FIRE SUPPRESSION 4. GEOTECHNICAL REPORT	



APPROVALS									
<table border="1"> <thead> <tr> <th colspan="2">SHOP DRAWING / SUBMITTAL REVIEW</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> NO EXCEPTIONS TAKEN</td> <td><input type="checkbox"/> REVISE &amp; RESUBMIT</td> </tr> <tr> <td><input type="checkbox"/> MAKE CORRECTIONS NOTED</td> <td><input type="checkbox"/> REJECTED</td> </tr> <tr> <td><input type="checkbox"/> NO ACTION REQUIRED</td> <td><input type="checkbox"/> OTHER - SEE COMMENTS</td> </tr> </tbody> </table> <p><small>SUBMITTAL WAS REVIEWED FOR DESIGN CONFORMITY AND GENERAL CONFORMANCE TO CONTRACT DOCUMENTS ONLY. THE DESIGN-BUILDER IS RESPONSIBLE FOR CONFIRMING AND CORRELATING DIMENSIONS AT JOB SITES FOR TOLERANCES, CLEARANCES, QUANTITIES, FABRICATION PROCESSES AND TECHNIQUES OF CONSTRUCTION, COORDINATION OF HIS WORK WITH OTHERS, AND FULL COMPLIANCE WITH CONTRACT DOCUMENTS. DESIGN-BUILDER IS RESPONSIBLE FOR COMPLIANCE WITH ALL BUILDING CODES, CITY ORDENANCES, ENVIRONMENTAL REQUIREMENTS &amp; MITIGATION MEASURES ASSOCIATED WITH THIS SITE.</small></p> <p>BY: _____ DATE: _____</p> <p>  <small>LA-RICS 2525 Corporate Place Suite 200 Monterey Park, CA 91754</small> </p>		SHOP DRAWING / SUBMITTAL REVIEW		<input type="checkbox"/> NO EXCEPTIONS TAKEN	<input type="checkbox"/> REVISE & RESUBMIT	<input type="checkbox"/> MAKE CORRECTIONS NOTED	<input type="checkbox"/> REJECTED	<input type="checkbox"/> NO ACTION REQUIRED	<input type="checkbox"/> OTHER - SEE COMMENTS
SHOP DRAWING / SUBMITTAL REVIEW									
<input type="checkbox"/> NO EXCEPTIONS TAKEN	<input type="checkbox"/> REVISE & RESUBMIT								
<input type="checkbox"/> MAKE CORRECTIONS NOTED	<input type="checkbox"/> REJECTED								
<input type="checkbox"/> NO ACTION REQUIRED	<input type="checkbox"/> OTHER - SEE COMMENTS								

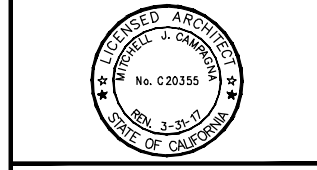
DRIVING DIRECTIONS	
FROM THE LA-RICS OFFICE (2525 CORPORATE PLACE, SUITE 200 MONTEREY PARK, CA 91754)	
1. HEAD WEST ON CORPORATE PL 2. TURN LEFT ONTO CORPORATE CENTER DR 3. TURN RIGHT ONTO FLORAL DR 4. TURN RIGHT TO MERGE ONTO I-710 N TOWARDS PASADENA 5. USE THE RIGHT 2 LANES TO TAKE EXIT 22 TO MERGE ONTO I-10 W/SAN BERNARDINO FWY TOWARDS LOS ANGELES 6. USE THE MIDDLE 2 LANES TO KEEP LEFT AT THE FORK, CONTINUE ON SAN BERNARDINO FWY AND FOLLOW SIGNS FOR US 101/LOS ANGELES. 7. TURN LEFT ONTO GREENLEAF AVE	8. USE THE RIGHT 2 LANES TO TAKE EXIT 18A TO MERGE ONTO I-5 N TOWARDS SACRAMENTO 9. TURN RIGHT 10. USE THE RIGHT 2 LANES TO TAKE THE CALIFORNIA 2 N EXIT TOWARDS GLENDALE 11. MERGE ONTO CA-2 N 12. USE THE RIGHT LANE TO TAKE EXIT 18 FOR MOUNTAIN ST 13. TURN RIGHT ONTO CAMINO SAN RAFAEL 14. CONTINUE STRAIGHT ONTO RIDGE MOTORWAY 15. CONTINUE STRAIGHT ONTO RIDGE MOTORWAY 16. TURN RIGHT AND ARRIVE AT DESTINATION

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MOTOROLA PROJECT MANAGER _____	DATE _____
LA-RICS AUTHORITY _____	DATE _____

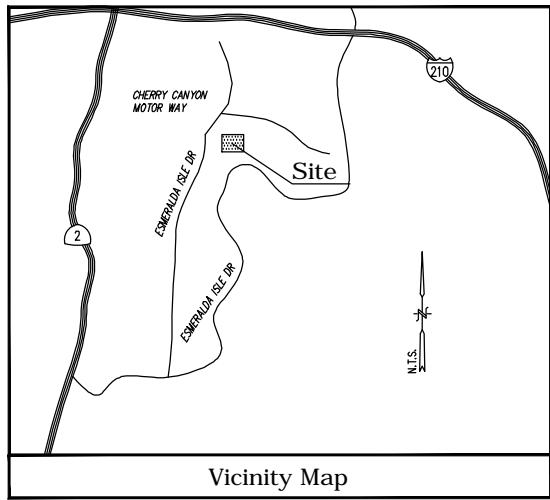
ISSUED DATE	05-05-16
CONSTRUCTION RECORD	
DRAWN BY	SB, WB
CHECKED BY	AB

ZONING DRAWING REVISIONS		
NO.	DATE	DESCRIPTION
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1	07-12-16	REVISED ZD'S
2	07-18-16	REVISED ZD'S
3	09-08-16	REVISED ZD'S
4	10-10-16	REVISED ZD'S
5	10-13-16	REVISED ZD'S



TITLE SHEET	
<h1>T1</h1>	
LMR-CRN-T1	5





**Title Report**

THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT.  
 PREPARED BY:  
 ORDER NO.:  
 DATED:

**Legal Description**

BEING A PORTION OF LOT A OF SICOMORO CANYON TRACT MAP RECORDED IN BOOK 30, PAGE 37, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

**Assessor's Parcel No.**

5658-038-900

**Easements**

NOT AVAILABLE

**Lease Area & Utility Route**

AS SHOWN

**Geographic Coordinates at Proposed Tower**

1983 DATUM: LATITUDE 34° 11' 15.10" N LONGITUDE 118° 12' 29.04" W  
 ELEVATION = 1887.9 FEET ABOVE MEAN SEA LEVEL

CERTIFICATION:  
 THE LATITUDE AND LONGITUDE SHOWN ABOVE ARE ACCURATE TO WITHIN +/- 15 FEET HORIZONTALLY AND THAT THE ELEVATIONS SHOWN ABOVE ARE ACCURATE TO WITHIN +/- 3 FEET VERTICALLY. THE HORIZONTAL DATUM (GEOGRAPHIC COORDINATES) IS IN TERMS OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83) AND IS EXPRESSED IN DEGREES (°), MINUTES (') AND SECONDS ("). TO THE NEAREST HUNDREDTH OF A SECOND. THE VERTICAL DATUM (ELEVATIONS) IS IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND IS DETERMINED TO THE NEAREST TENTH OF A FOOT.

**Basis of Bearings**

THE BASIS OF BEARING FOR THIS SURVEY IS THE CALIFORNIA COORDINATES SYSTEM (CCS 83), ZONE 5, 1983 DATUM, DEFINED BY SECTIONS 8801 TO 8819 OF THE CALIFORNIA PUBLIC RESOURCES CODE.

**Bench Mark**

THE CALIFORNIA SPATIAL REFERENCE CENTER C.O.R.S "VDCY", ELEVATION = 1157.25 FEET (NAVD 88).

**Date of Survey**

MARCH 24, 2016



**MOTOROLA SOLUTIONS**

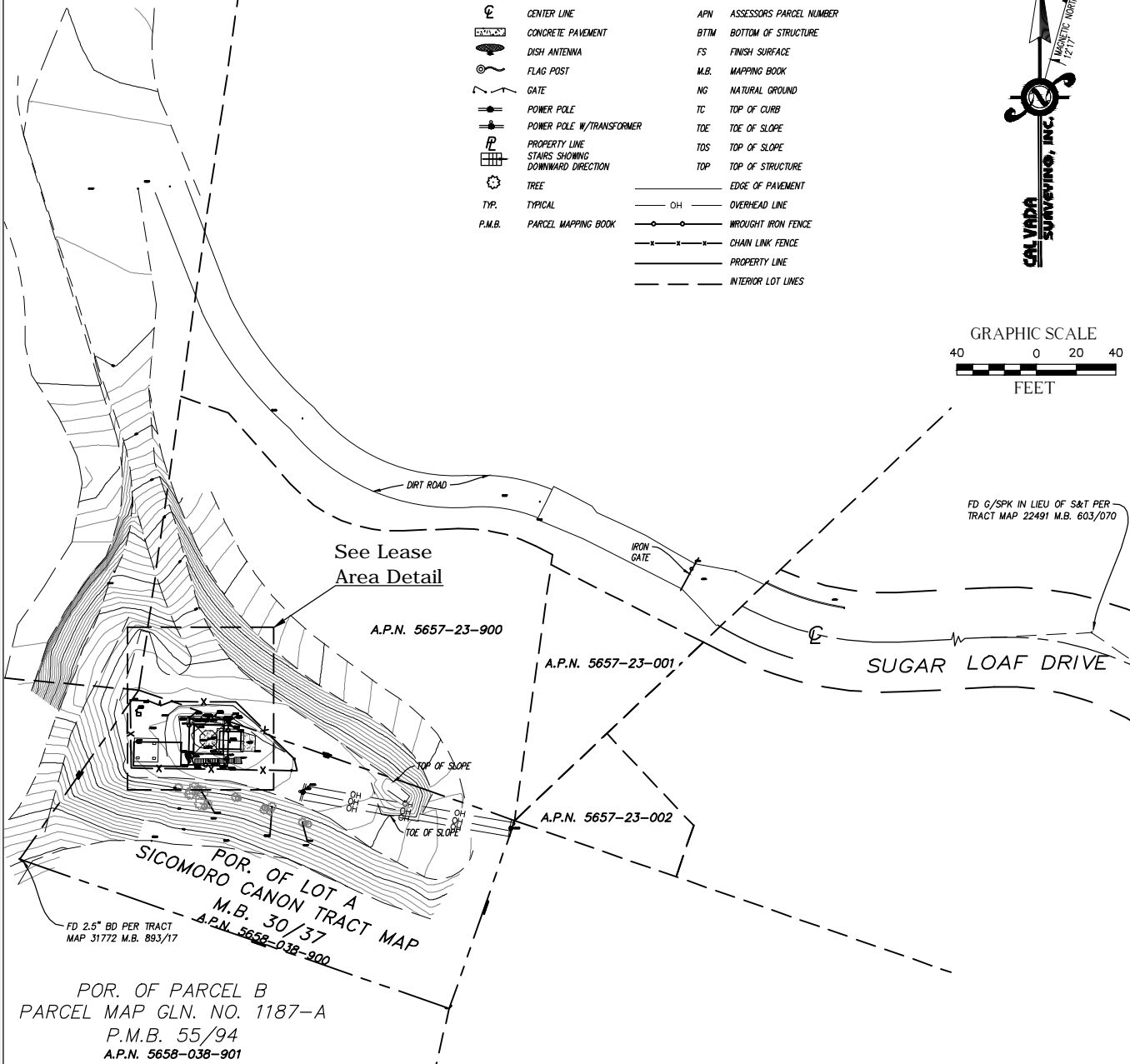
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 4883 Ronson Court, Suite N  
 San Diego, CA 92111  
 858.650.3130 (ph) 858.650.3140 (fax)



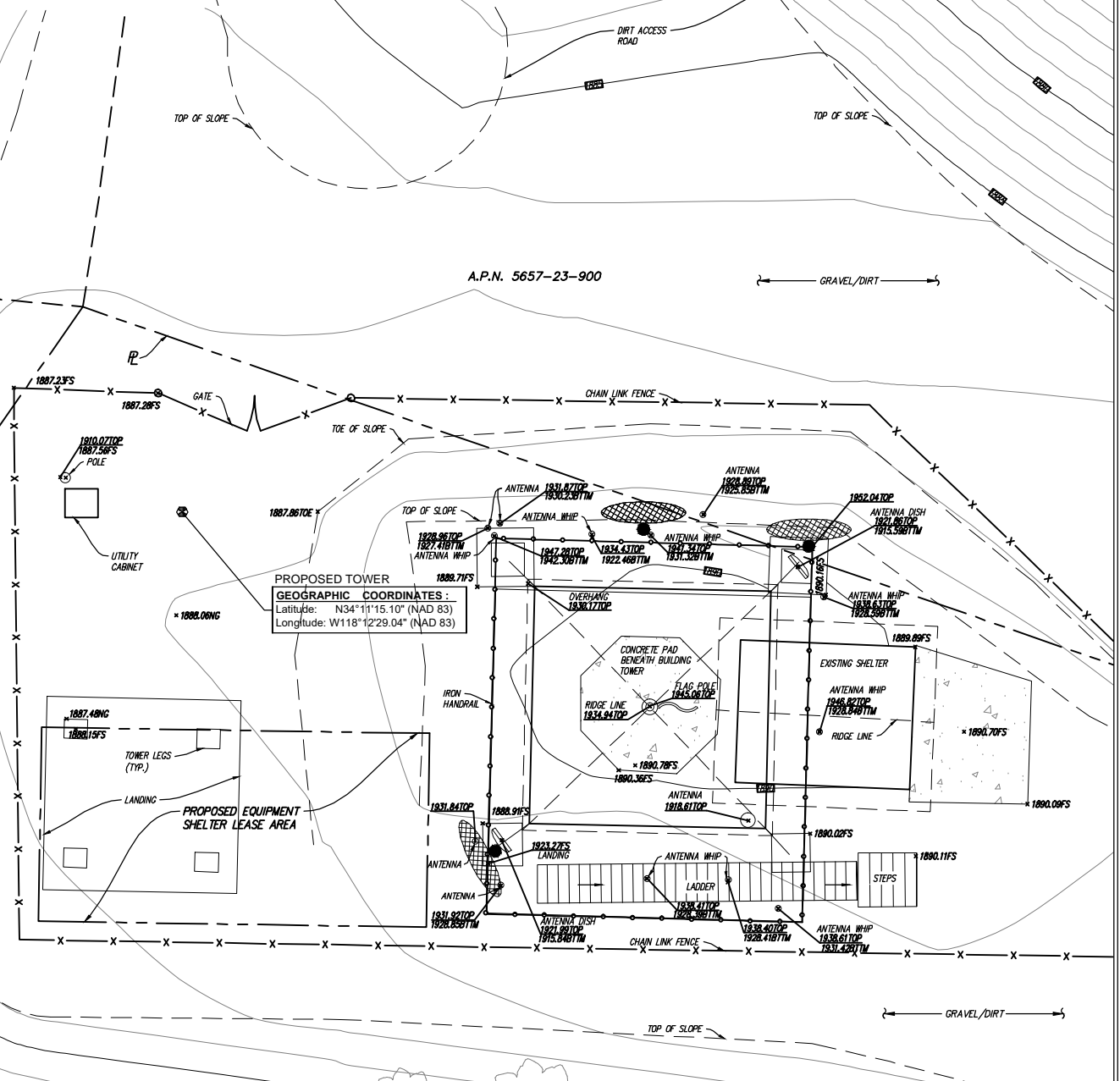
Los Angeles Regional Interoperable Communications System

CRN  
 CERRO NEGRO  
 SUGAR LOAF DR., LA CANADA FLINTRIDGE, CA 91011

**Boundary Detail**  
 SCALE: 1"=40'



**Lease Area Detail**  
 SCALE: 1"=05'



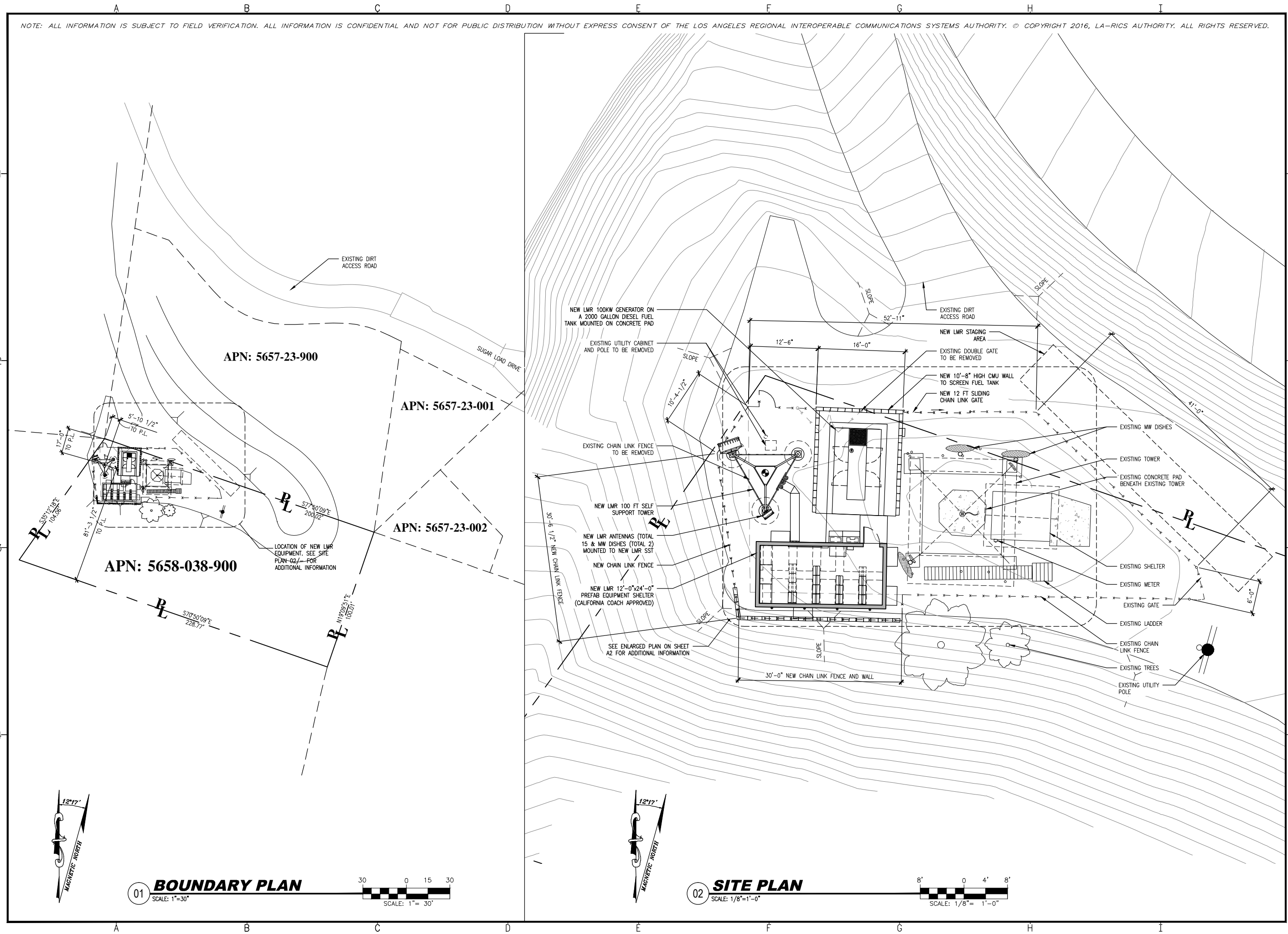
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DRAWN BY	SD
CHECKED BY	RG

REVISIONS		
NO.	DATE	DESCRIPTION
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1	04/20/16	UPDATED DESIGN
2	07/14/16	UPDATED DESIGN

**CALVADA SURVEYING, INC.**  
 411 Jenks Cir., Suite 205, Corona, CA 92880  
 Phone: 951-280-6960 Fax: 951-280-9746  
 Toll Free: 800-CALVADA www.calvada.com  
 JOB NO. 16236

**TOPOGRAPHIC SURVEY C1**

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**CRN**  
 Los Angeles Regional Interoperable Communications System

**CERRO NEGRO**  
 SUGAR LOAF DR., LA CANADA FLINTRIDGE, CA 91011

ISSUED DATE	05-05-16
CONSTRUCTION RECORD	
DRAWN BY	SB, WB
CHECKED BY	AB

**ZONING DRAWING**

REVISIONS		
NO.	DATE	DESCRIPTION
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2	07-18-16	REVISED ZD'S
3	09-08-16	REVISED ZD'S
4	10-10-16	REVISED ZD'S
5	10-13-16	REVISED ZD'S



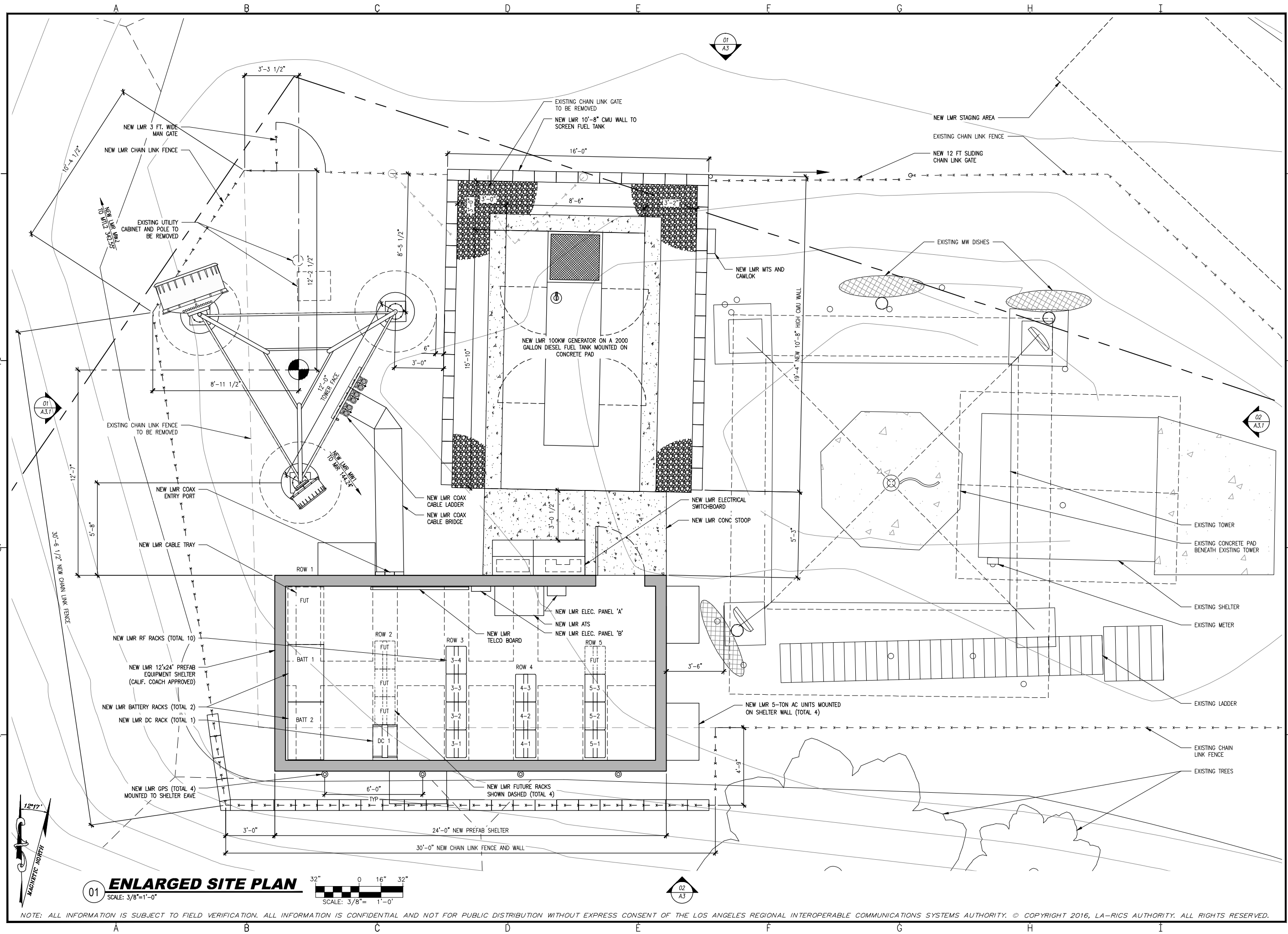
**SITE PLAN**  
**A1**

LMR-CRN-A1 5

**01 BOUNDARY PLAN**  
 SCALE: 1"=30'

**02 SITE PLAN**  
 SCALE: 1/8"=1'-0"





**MITCHELL J ARCHITECTURE, INC.**  
4883 Ronson Court, Suite N  
San Diego, CA 92111  
858.650.3130 (ph) 858.650.3140 (fax)

**Mitchell J**  
Los Angeles Regional Interoperable Communications System

**CRN**  
**CERRO NEGRO**  
**SUGAR LOAF DR., LA CANADA FLINTRIDGE, CA 91011**

ISSUED DATE	05-05-16
CONSTRUCTION RECORD	
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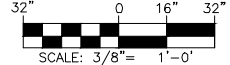
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3	09-08-16	REVISED ZD'S
4	10-10-16	REVISED ZD'S
5	10-13-16	REVISED ZD'S



**ENLARGED SITE PLAN**  
**A2**

**01 ENLARGED SITE PLAN**  
SCALE: 3/8"=1'-0"



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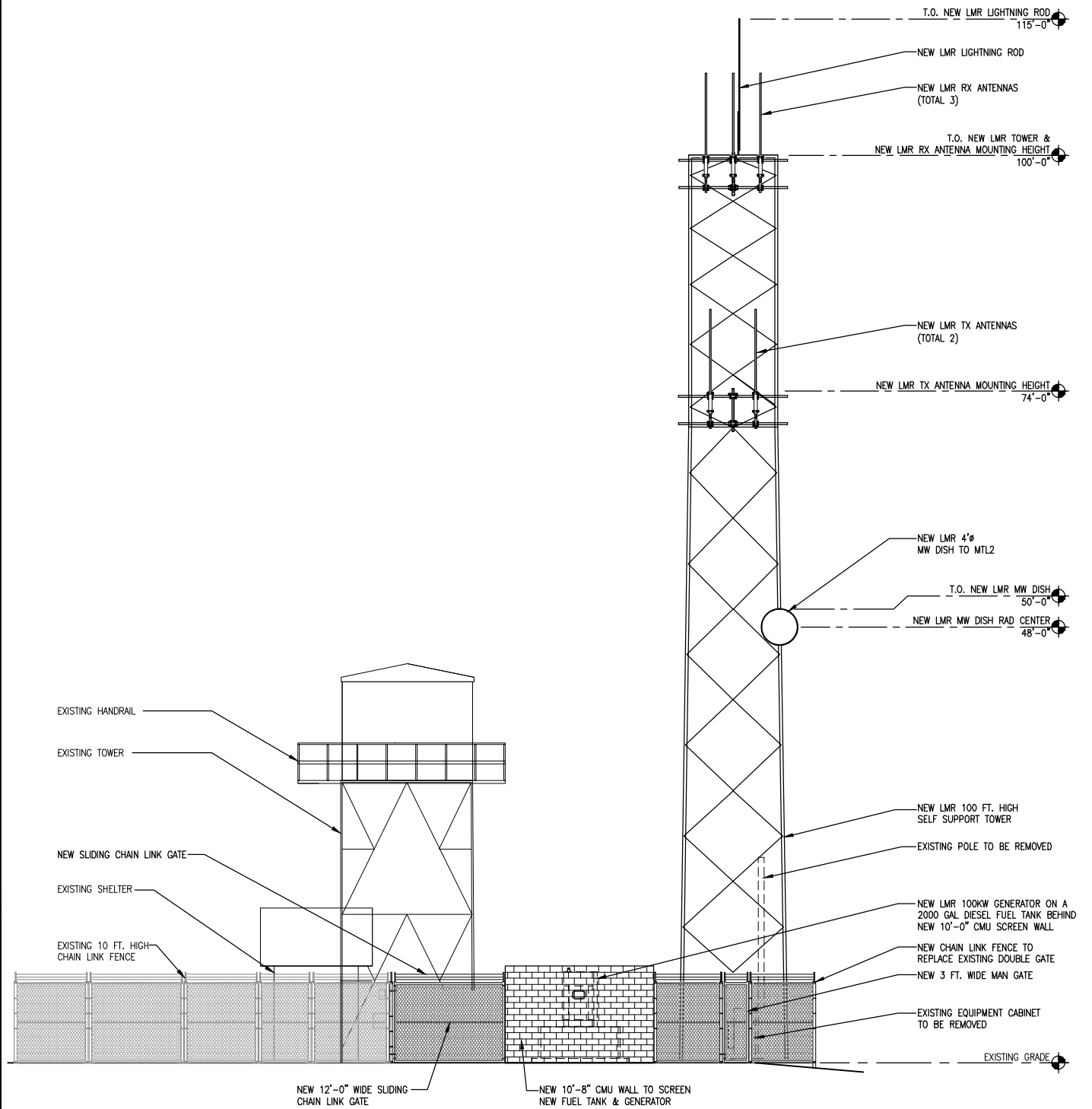


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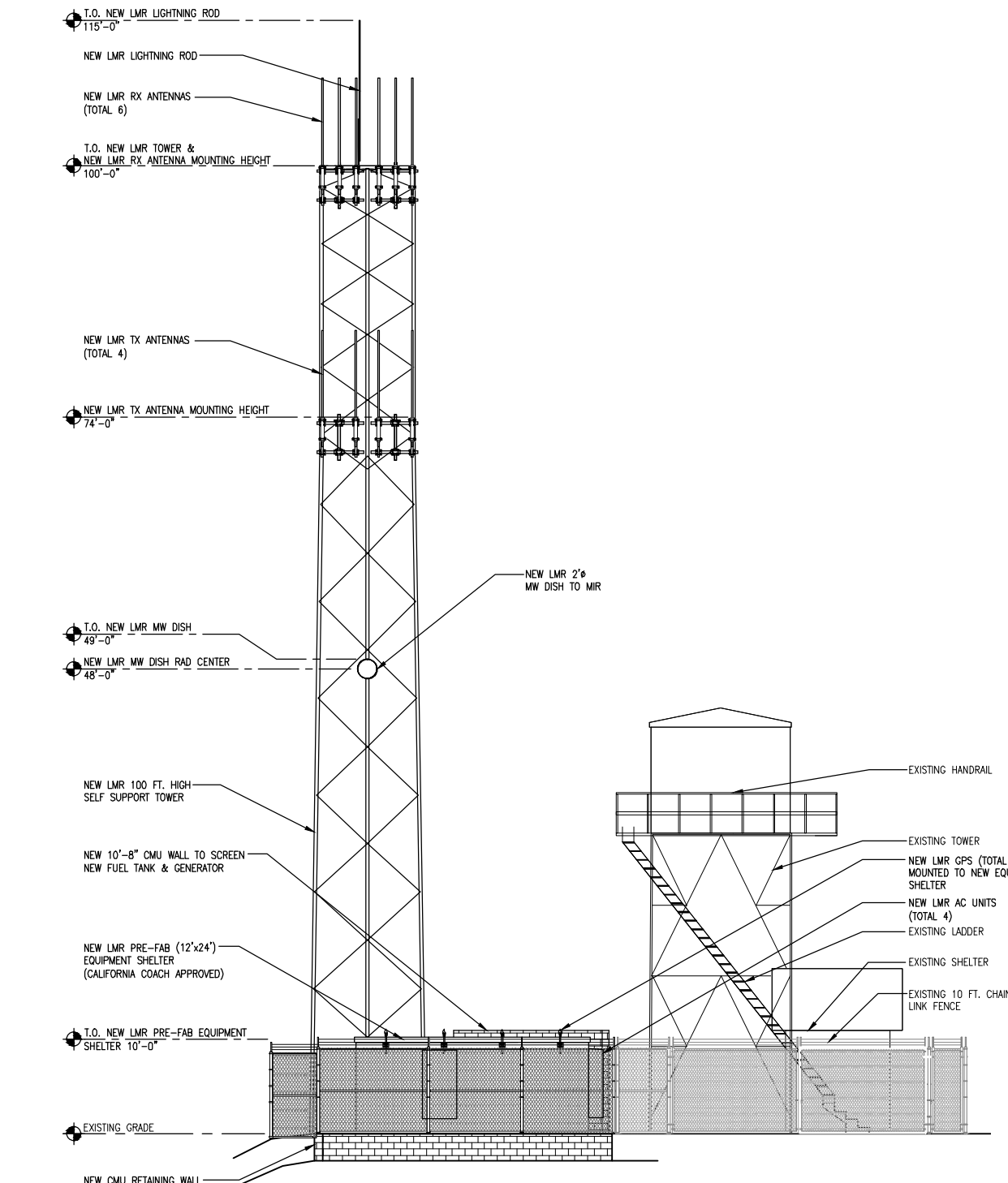
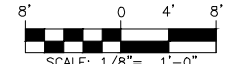
NOTE:  
NEW LMR RF AND MICROWAVE QUANTITIES, LOCATIONS, AND AZIMUTH ORIENTATIONS SUBJECT TO SYSTEM DESIGN FINALIZATION

- ANTENNA SPACING NOTES:
1. MINIMUM HORIZONTAL SPACING BETWEEN EACH OF THE RX ANTENNAS IS 3 FT
  2. MINIMUM HORIZONTAL SPACING BETWEEN DTVRS 700 MHZ RX DIVERSITY ANTENNAS IS 9.6 FT
  3. MINIMUM HORIZONTAL SPACING BETWEEN EACH OF THE TX ANTENNAS IS 5 FT
  4. MINIMUM HORIZONTAL SPACING BETWEEN THE TOWER AND LMR ANTENNAS IS 6 FT
  5. MINIMUM HORIZONTAL SPACING BETWEEN EACH GPS ANTENNA IS 6 FT

1  
2  
3  
4



01 **NORTH ELEVATION**  
SCALE: 1/8"=1'-0"



02 **SOUTH ELEVATION**  
SCALE: 1/8"=1'-0"



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A B C D E F G H I



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Los Angeles Regional Interoperable Communications System

ISSUED DATE	05-05-16
CONSTRUCTION RECORD	
DRAWN BY	SB, WB
CHECKED BY	AB

**ZONING DRAWING**

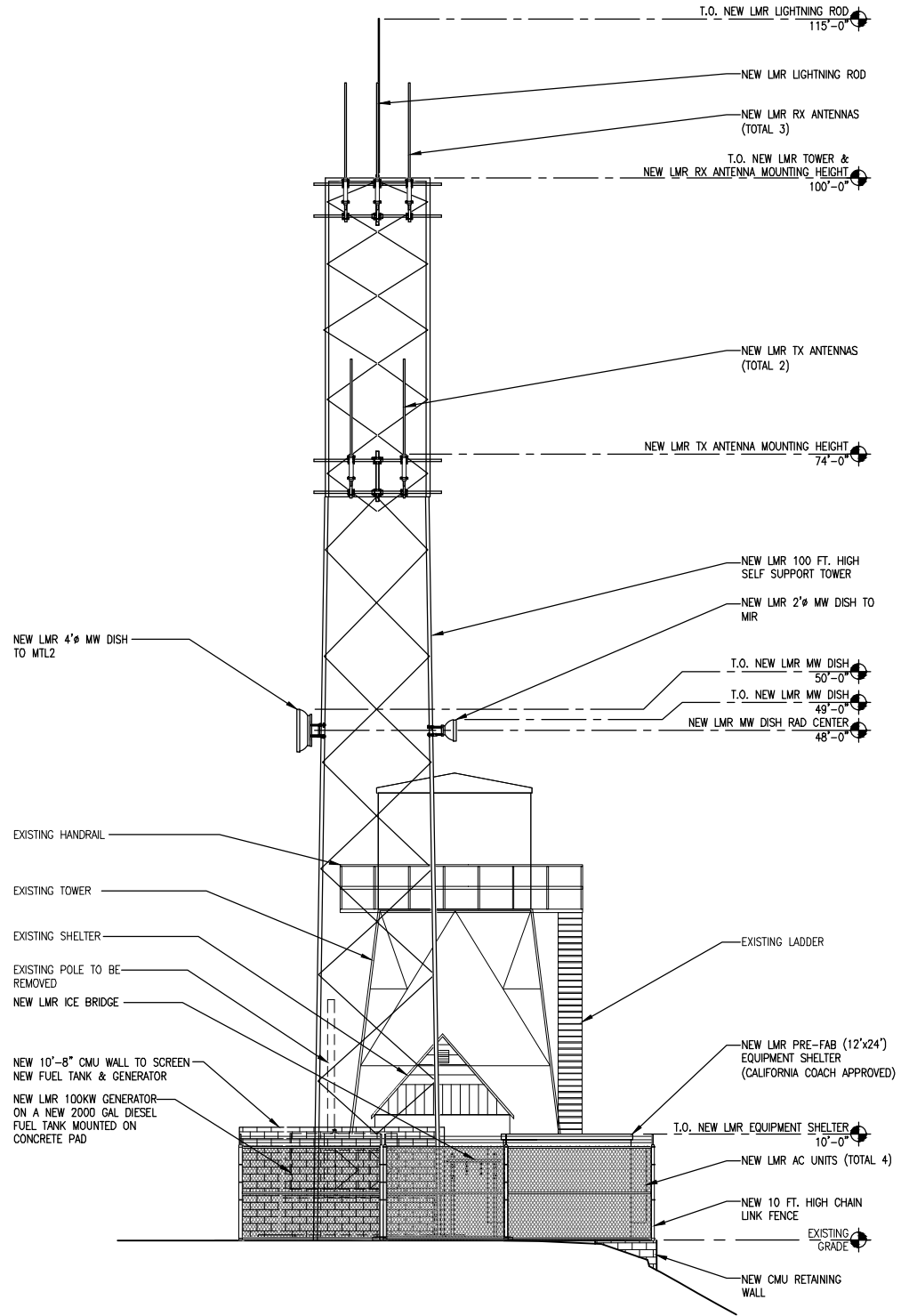
REVISIONS		
NO.	DATE	DESCRIPTION
0	05-10-16	ZD'S
1	07-12-16	REVISED ZD'S
2	07-18-16	REVISED ZD'S
3	09-08-16	REVISED ZD'S
4	10-10-16	REVISED ZD'S
5	10-13-16	REVISED ZD'S



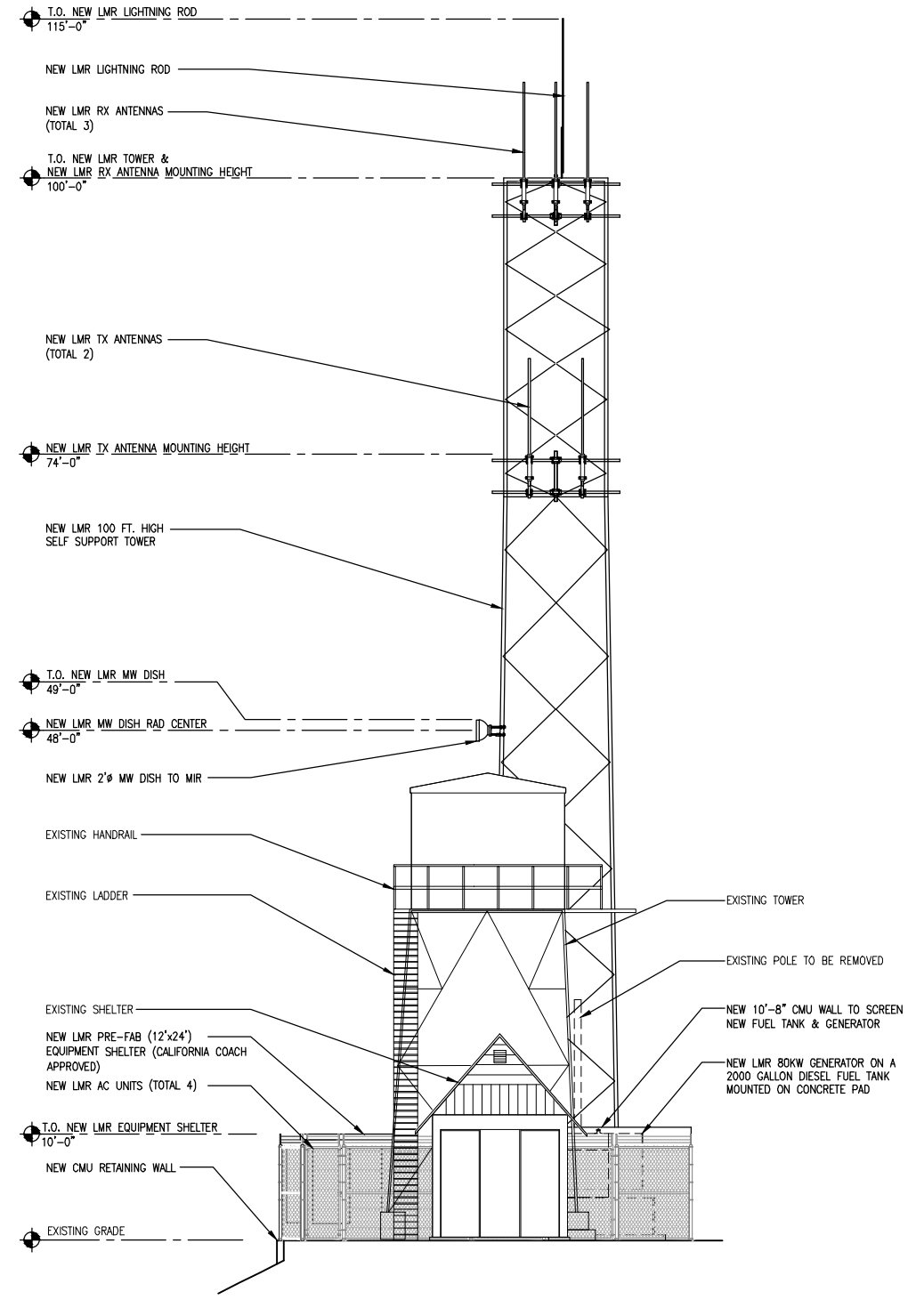
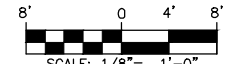
**EXTERIOR ELEVATIONS**  
**A3**

NOTE:  
NEW LMR RF AND MICROWAVE QUANTITIES, LOCATIONS, AND AZIMUTH ORIENTATIONS SUBJECT TO SYSTEM DESIGN FINALIZATION

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01 WEST ELEVATION  
SCALE: 1/8"=1'-0"



02 EAST ELEVATION  
SCALE: 1/8"=1'-0"



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EXTERIOR ELEVATIONS  
A3.1