



SACHI A. HAMAI  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

*"To Enrich Lives Through Effective And Caring Service"*

Board of Supervisors  
HILDA L. SOLIS  
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MARK RIDLEY-THOMAS  
Second District

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Third District

JANICE HAHN  
Fourth District

KATHRYN BARGER  
Fifth District

June 06, 2018

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

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

14 June 6, 2018

CELIA ZAVALA  
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**AUTHORIZE THE CHIEF EXECUTIVE OFFICER  
TO EXECUTE A SITE ACCESS AGREEMENT AND PERMITS TO ENTER  
WITH LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS  
SYSTEM JOINT POWERS AUTHORITY  
(FIRST, THIRD, AND FIFTH DISTRICTS)  
(3 VOTES)**

### SUBJECT

A recommendation to make environmental findings and to request authority for the Chief Executive Officer, or her designee, to execute in substantially similar form to those attached, the Site Access Agreement and Permits to Enter, with the Los Angeles Regional Interoperable Communications System Joint Powers Authority, for the construction, installation, operation and maintenance of the Land Mobile Radio System equipment at four respective County and Waterworks District Nos. 29 and 40 sites.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE  
COUNTY OF LOS ANGELES, AND AS THE GOVERNING BOARD FOR WATERWORKS  
DISTRICT NOS. 29 AND 40:**

1. Find that the approval and execution of the Site Access Agreement and Permits to Enter with the Los Angeles Regional Interoperable Communications System Joint Powers Authority for the following three sites: (a) parking driveway at the Clara Shortridge Foltz Criminal Justice Center also known as Criminal Court owned by the County of Los Angeles, that is southwest of and adjacent to the courthouse building owned by the State of California, to allow for all Land Mobile Radio System work including construction, installation, operation and maintenance of system equipment at the Criminal Court site's parking area; (b) the Buttes Tank site, owned by Waterworks District No. 40; and (c) the

Winding Way site owned by Waterworks District No. 29, are all statutorily exempt from review under the California Environmental Quality Act pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the Los Angeles Regional Interoperable Communications System, for the reasons stated in this letter and the record of the project.

2. Find that any leased circuit work that may occur outside of these three sites, as needed to provide connectivity to the Land Mobile Radio System, is categorically exempt under California Environmental Quality Act pursuant to California Environmental Quality Act Guidelines Sections 15301, 15303, and 15304 for the reasons set forth in this letter and in the record of the project.

3. Acting as a responsible agency for the Los Angeles Regional Interoperable System Land Mobile Radio System per California Environmental Quality Act Guidelines Section 15096, consider the Final Environmental Impact Report previously certified by the Los Angeles Regional Interoperable Communications System Authority on March 29, 2016, for the Topanga Peak Site, also known as the Saddle Peak Tank Site; find that the Board has independently considered and reached its own conclusions regarding the environmental effects of the Los Angeles Regional Interoperable System Joint Powers Authority Land Mobile Radio System; adopt the mitigation measures and Mitigation Monitoring Program as applicable to the Waterworks District sites proposed for approval; find that the Mitigation Monitoring Program is adequately designed to ensure compliance with the mitigation measures during project implementation; find that there are no feasible alternatives or feasible mitigation measures within the Board's power that would substantially lessen or avoid any significant effect the project would have on the environment; and determine that the significant adverse effects of the project have either been reduced to an acceptable level or are outweighed by the specific considerations of the project, as outlined in the Environmental Findings of Fact and Statement of Overriding Considerations, which findings and statement are adopted as applicable and incorporated herein by reference in the Final Environmental Impact Report.

4. Find that the approval and execution of the Permit to Enter to allow for the construction, installation, operation, and maintenance of Land Mobile Radio System equipment at the Topanga Peak Tank site owned by Waterworks District No. 29 are within the scope of the Final Environmental Impact Report for the Los Angeles Regional Interoperable Communications System Joint Powers Authority 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 there have been no changes to the project at this site 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.

5. Approve the execution of the Site Access Agreement and Permits to Enter with the Los Angeles Regional Interoperable Communications System Joint Powers Authority, and authorize the Chief Executive Officer, or her designee, to execute the Site Access Agreement and Permits to Enter, substantially similar in form to the Foltz Court Site Access Agreement and Waterworks Districts' Permits to Enter, together with any other documents that may be required to effectuate the construction, installation, operation, and maintenance of Land Mobile Radio System equipment at the Clara Shortridge Foltz Criminal Justice Center's parking area, the Buttes Tank site, Winding Way Tank and Topanga Peak Tank sites, and to permit the Director of Public Works for Waterworks District Nos. 29 and 40, or his designee, to execute any other documents that may be needed for any coastal, zoning, or land use permits for the three District sites.

6. Authorize the Chief Executive Officer, or her designee, to negotiate and execute any other ancillary documentation or future amendments, approved as to form by County Counsel, which are

necessary to effectuate the Site Access Agreement and Permits to Enter and the activities permitted under the Site Access Agreement and Permits to Enter.

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

#### **Clara Shortridge Foltz Criminal Justice Center Site Access Agreement**

The purpose of the recommended action is to find that the Site Access Agreement for the Clara Shortridge Foltz Criminal Justice Center (Criminal Court) parking driveway with the Los Angeles Regional Interoperable Communications System Joint Powers (LA-RICS) Authority is statutorily exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25.

The recommended action will also allow the Chief Executive Officer (CEO) to execute a gratis, non-exclusive Site Access Agreement, and any other required documents to allow for the construction, installation, operation, and maintenance of the emergency backup power system equipment for the Land Mobile Radio System, including a new [60KW] generator and [1350] gallon diesel fuel tank, at the Criminal Court's parking driveway adjacent to and southwest of the courthouse building, for the LA-RICS Land Mobile Radio System. The term of this Site Access Agreement shall commence upon full execution of this agreement and end upon the written notice of either the LA-RICS Authority or the County, pursuant to the terms of the Site Access Agreement, and are consistent with other Site Access Agreements that have been previously approved by the Board for other County-owned or County-leased sites.

#### **Permit to Enter for Three Waterworks District Sites**

The Buttes Tank site is owned by Waterworks District No. 40 and the Winding Way Tank site is owned by Waterworks District No. 29. The purpose of the recommended action is to find that the Permit to Enter for the Buttes Tank site and Winding Way Tank with the LA-RICS Authority are statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25.

The Topanga Peak Tank Site (also known as Saddle Peak Tank Site) is owned by Waterworks District No. 29. The purpose of the recommended action as to this site is for the Board, acting as the governing body of Waterworks District No. 29, to consider the Final Environmental Impact Report (EIR) for the LA-RICS Land Mobile Radio System, adopt the Environmental Findings of Fact, mitigation measures, and Statement of Overriding Consideration and Mitigation Monitoring Plan, as applicable.

The recommended action will also allow the Chief Executive Officer, or her designee, to execute gratis Permits to Enter for these three District sites to allow for the construction, installation, operation, and maintenance of Land Mobile Radio System equipment at these three sites, including a new 180-foot lattice tower and 18-foot monopole at the Buttes Tank site and Winding Way Tank site, respectively, and a 90-foot monopole at the Topanga Peak Tank Site. These three District sites are located in remote areas of the unincorporated County (as mapped in Attachment B). The term of the Permits to Enter is for 15 years and may be renewed.

Expeditious and efficient processing of the Permits to Enter is needed for LA-RICS Authority to fulfill its grant funding timeline obligations under Urban Area Security Initiative (UASI) 2017 and 2018 for completion of various Land Mobile Radio sites in a phased manner. The Criminal Court site parking

driveway and the three District-owned sites are outlined in Attachment A. The use of these sites will facilitate applying these federal funds timely.

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

The proposed Site Access Agreement and Permits to Enter support the following goals: The Countywide Strategic Plan Goal I “Make Investments That Transform Lives” directs that we will aggressively address society’s most complicated social, health, and public safety challenges. We want to be a highly responsive organization capable of responding to complex societal challenges – one person at a time. The Countywide Strategic Plan Goal III “Realize Tomorrow’s Government Today” directs that our increasingly dynamic, and complex environment, challenges our collective abilities to respond to public needs and expectations. We want to be an innovative, flexible, effective, and transparent partner focused on advancing the common good. Upon entering into the proposed Site Access Agreement and Permits to Enter, the LA-RICS Authority will be in a position to further develop a modern public safety Land Mobile Radio Communication 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**

There is no fiscal impact. The granting of non-exclusive access to the LA-RICS Authority will be on a gratis basis.

### **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. The mission of the LA-RICS Authority 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 in day-to-day operations, and most importantly, during emergencies. LA-RICS is made up of two independent systems: the Public Safety Broadband Network also known as Long Term Evolution System and the Land Mobile Radio System. The Site Access Agreement and Permits to Enter are only for the Land Mobile Radio System.

The Site Access Agreement and Permits to Enter are necessary to license certain real property owned by the County and owned by the Waterworks District Nos. 29 and 40 to the LA-RICS Authority for use as Land Mobile Radio communications sites. The LA-RICS Authority will construct, install, own, operate, and maintain the Land Mobile Radio System. The Land Mobile Radio 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.

Federal funding has been provided to support the LA-RICS Authority’s mission, and certain milestones must be fulfilled in connection with this funding. The use of these four sites will facilitate applying these federal funds timely.



The proposed Site Access Agreement and Permits to Enter have been negotiated and prepared by the Chief Executive Office, the Department of Public Works, LA-RICS Authority, and various County Counsels representing each party. The Site Access Agreement and Permits to Enter will be executed in a form substantially similar to the Foltz Court Site Access Agreement (Attachment C) and Waterworks District's Permit to Enter (Attachment D), and specify the LA-RICS Authority's responsibilities including utility payments, maintenance obligations, as well as certain insurance and indemnity requirements.

Door-to-door outreach to residents/businesses within 500 feet of all sites has been conducted. In addition to the outreach done by LA-RICS for the three District sites, the Winding Way site is within the Coastal Development Plan and will require a public hearing with the Department of Regional Planning. Notices to residents for the public hearing will allow for additional outreach for this site.

## **ENVIRONMENTAL DOCUMENTATION**

By way of background, the LA-RICS Authority, as the CEQA lead agency, determined on December 17, 2015 and on December 12, 2016, that design, construction, implementation, operation, and maintenance of the Buttes Tank site and Winding Way Tank site, respectively, are exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the statutory CEQA exemption adopted specifically for LA-RICS, which exempts these activities as long as they meet certain criteria set forth in the exemption. The LA-RICS Authority also determined that leased circuit work that may occur outside of these three Land Mobile Radio sites is categorically exempt under CEQA pursuant to CEQA Guidelines Sections 15301, 15303 and 15304.

These three Land Mobile Radio sites covered by the attached Site Access Agreement and Permits to Enter meet all the criteria for the statutory exemption. The County and District make this determination based upon substantial evidence that shows each of the following, as required by the statutory 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 Section 21084.1.
- (d) Operation at the project site would 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) Any new Land Mobile Radio antenna support structures would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive

land use plan adopted by an airport land use commission. The new monopoles would not exceed 70 feet in height without appurtenances and attachments, and new lattice towers would not exceed 180 feet in height without appurtenances and attachments.

(f) 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.

(g) None of the sites are located on a school or sacred cultural site.

As well, leased circuit work that may occur outside of these three sites to allow connectivity between these sites and the core network for the Land Mobile Radio System, is categorically exempt under CEQA pursuant to CEQA Guidelines Sections 15301 (operation, repair and maintenance of existing facilities), 15303 (new construction or conversion of small structures), and 15304 (minor alterations to land) in that the work would involve minor alteration of existing facilities, mechanical equipment, and location of small facilities as well as minor alteration in the condition of land within the public right of way, and is therefore within certain classes of projects that have been determined not to have a significant environmental effect. There would be negligible to no expansion of use associated with this activity since the fiber for the leased circuit lines are dedicated to providing this type of connectivity. Further, leased circuit work would not include the removal of healthy, mature scenic trees, nor would it be located in a particularly sensitive environment, and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the categorical exemption inapplicable based on project records.

#### Topanga Peak Tank (Not Covered by Statutory Exemption)

The environmental impacts of the project at the Topanga Peak Tank site were evaluated in the EIR prepared by the LA-RICS Authority for the Land Mobile Radio System. On March 29, 2016, the LA-RICS Authority Board certified the Final EIR for the Land Mobile Radio System in compliance with CEQA, made findings with respect to the environmental impacts of the project, and adopted the Mitigation Monitoring Program as a condition of approval for the project.

Execution by the District of the Permit to Enter for the Topanga Peak Tank site, which will allow for the LA-RICS Authority to conduct work related to the design, construction, implementation, operation and maintenance of the Land Mobile Radio System at this site owned by Waterworks District No. 29, is within the scope of the Final EIR for the LA-RICS Land Mobile Radio System, which was previously certified by the LA-RICS Authority under CEQA on March 29, 2016; and there have been no changes to the project at this site or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.

#### Notices of Exemption

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 Criminal Court Site, the Buttes Water Tank site and Winding Way Tank 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 Topanga Peak Tank Site pursuant to Section 21152(a) of the California Public Resources Code and Section 15094 of the State CEQA Guidelines.

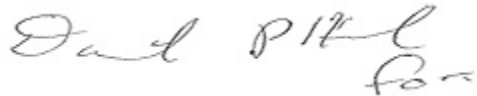
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will have no impact on the operation of these existing facilities

**CONCLUSION**

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

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Sachi A. Hamai", with a stylized flourish at the end.

SACHI A. HAMAI  
Chief Executive Officer

SAH:DPH:DL  
MDS:JC:EJ:gw

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Internal Services  
Sheriff  
Public Works  
Los Angeles Regional Interoperable  
Communications System Joint Powers Authority

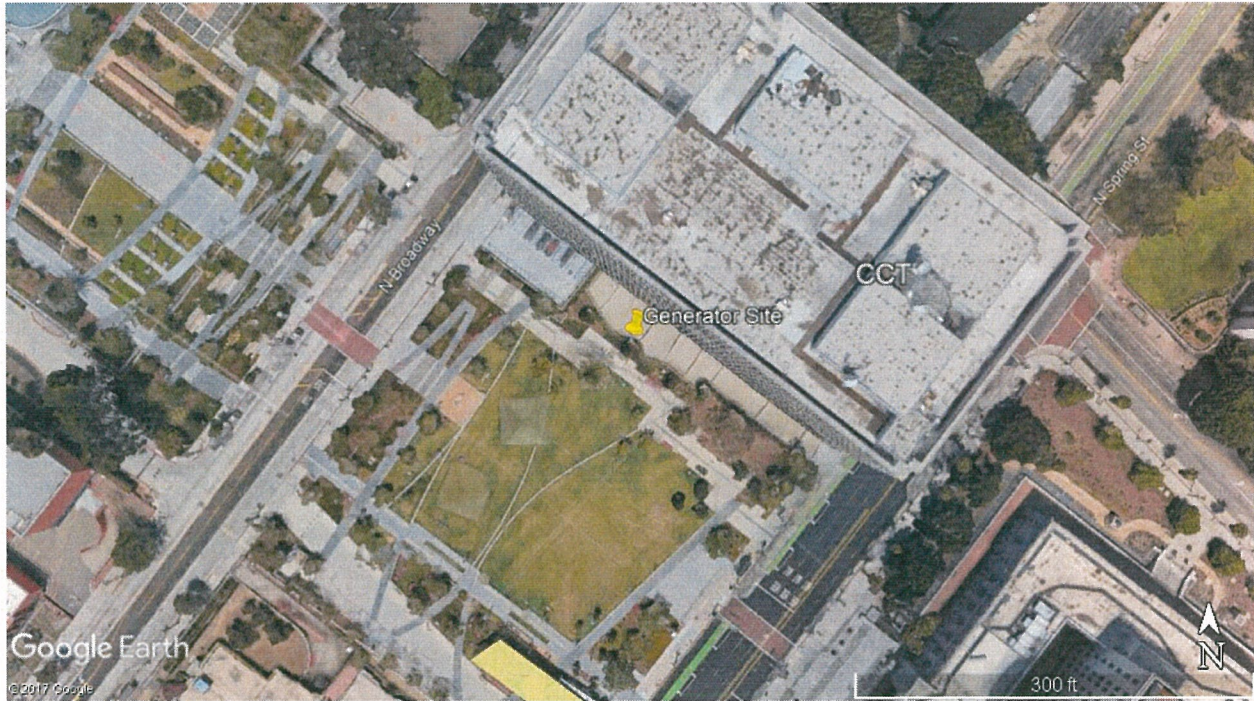
## ATTACHMENT A

### LMR SITE DESCRIPTIONS

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code	Supervisory District
CCT	Criminal Court Building	State of California	210 W Temple St	Los Angeles	CA	90012	1
DPW38	WATERWORKS DISTRICT 40: DPW38 Water Tank	LA County DPW Waterworks District 40	39750 163 <sup>rd</sup> Street E (end of cul-de-sac)	Lake Los Angeles	CA	93591	5
TOP	WATERWORKS DISTRICT 29: Topanga Peak	LA County DPW Waterworks District 29	Topanga Tower Mountainway	Topanga	CA	90290	3
WWY	WATERWORKS DISTRICT 29: Winding Way	LA County DPW Waterworks District 29	28001 Overview Rd.	Malibu	CA	90265	3

## ATTACHMENT B

### SITE MAP

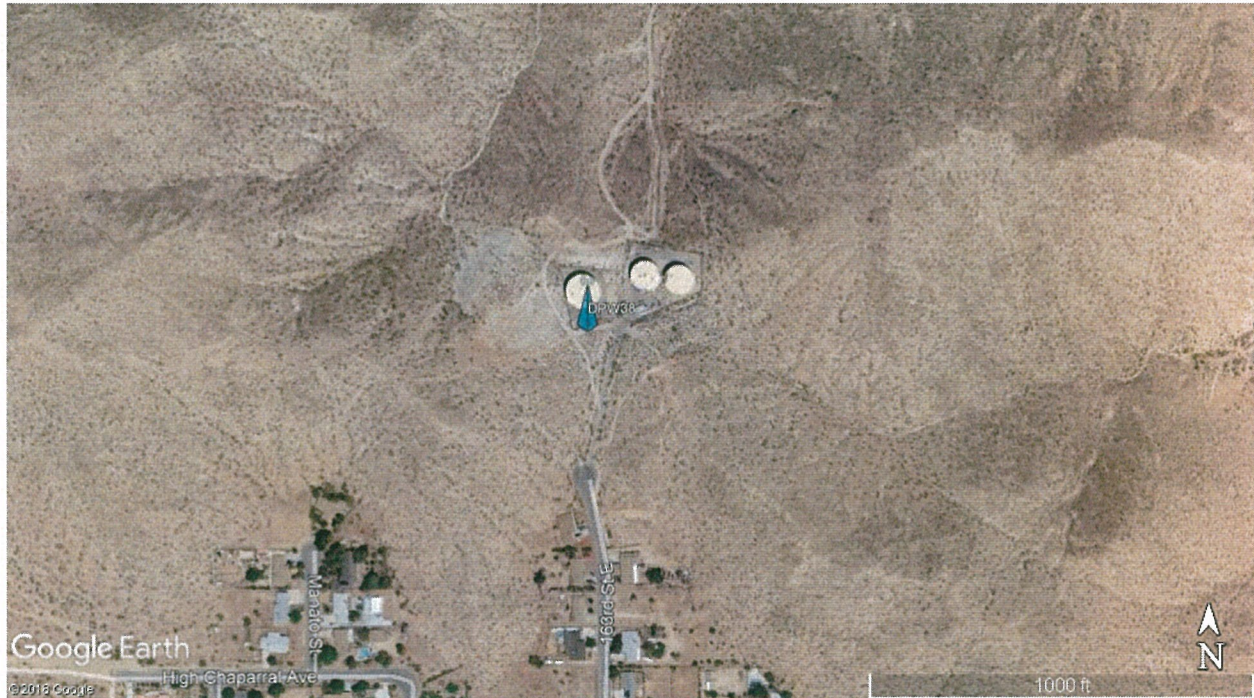


**CCT Generator Site  
210 West Temple Street  
Los Angeles, CA 90012**



## ATTACHMENT B

### SITE MAP

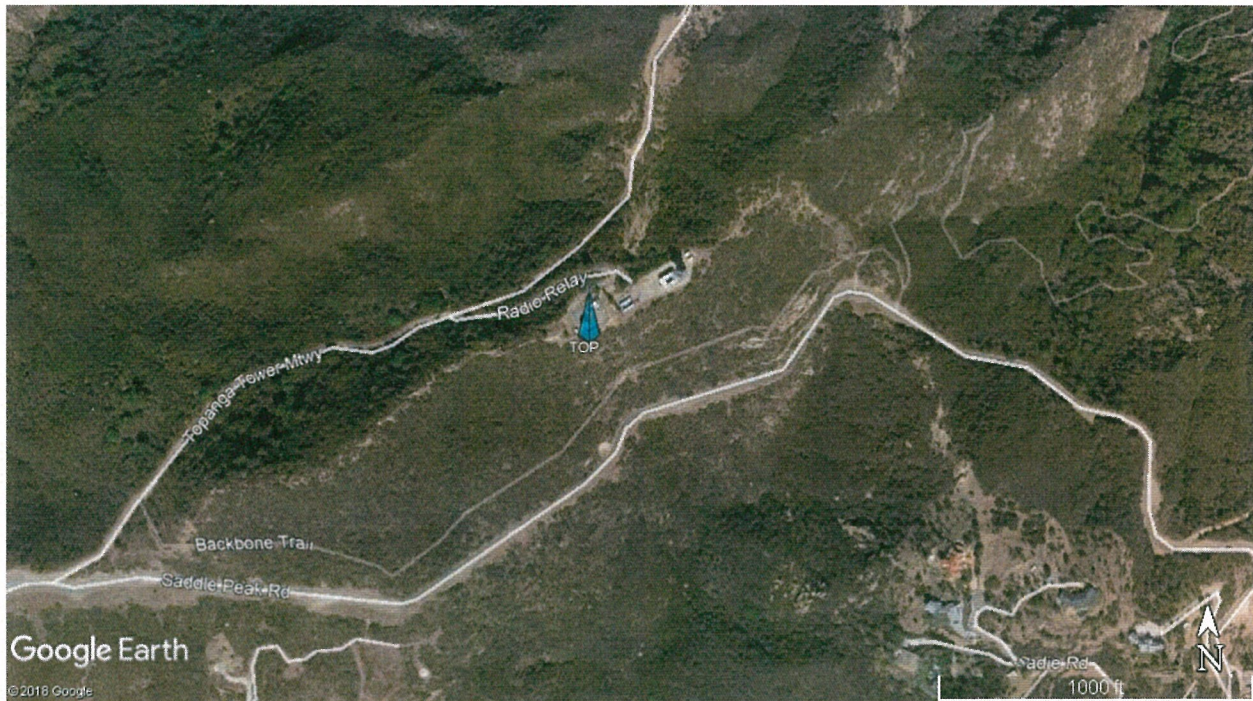


**DPW38 Water Tank/Telecommunications Site  
163<sup>rd</sup> Street E  
Palmdale, CA 93591**

**WATERWORKS DISTRICT 40**

## ATTACHMENT B

### SITE MAP



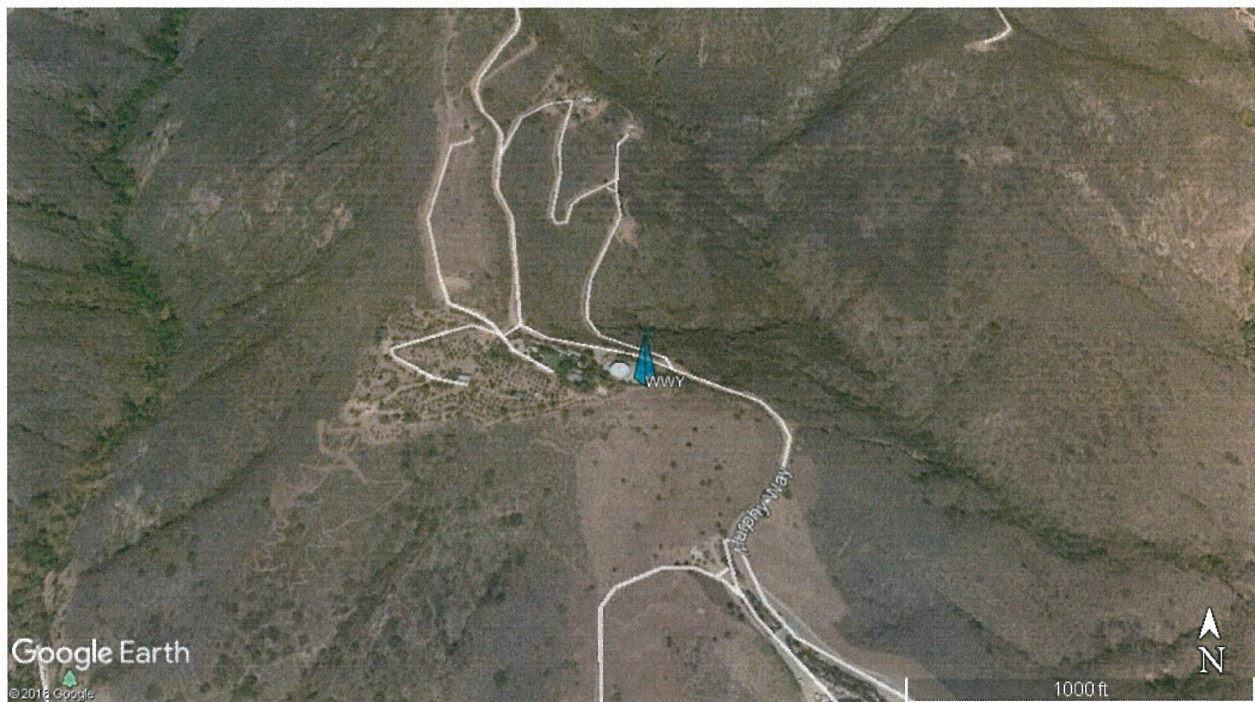
**TOP Topanga Peak Telecommunications Site  
Topanga Tower Mountainway  
Topanga, CA 90290**

**WATERWORKS DISTRICT 29**



## ATTACHMENT B

### SITE MAP



**WWY Winding Way Telecommunications Site  
28001 Overview Road  
Malibu, CA 90290**

**WATERWORKS DISTRICT 29**



# ATTACHMENT C

## LAND MOBILE RADIO SITE

### **FOLTZ COURTHOUSE**

Driveway leading to basement parking lot

### **SITE ACCESS AGREEMENT**

EXHIBIT A: SITE DESCRIPTION

EXHIBIT B: EQUIPMENT LIST

EXHIBIT C: SITE PLAN

EXHIBIT D: STATE'S AGREEMENT

**LMR SITE ACCESS AGREEMENT  
FOLTZ CRIMINAL COURT – LAND MOBILE RADIO GENERATOR SITE**

**THIS SITE ACCESS AGREEMENT** ("Agreement"), is made and entered into in duplicate original this \_\_\_\_\_ day of \_\_\_\_\_, 2018,

**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; and

**WHEREAS**, County owns certain landscaped grounds with Assessor Parcel Number ("APN") 5161-005-923 of approximately 81,000 square feet described on the Exhibit A attached hereto and incorporated herein by this reference ("Real Property") immediately adjacent to the Clara Shortridge Foltz Criminal Justice Center ("Building") located at 210 West Temple Street, Los Angeles California 90012, and;

**WHEREAS**, the Judicial Council of California, acting as the owner of the Building, entered into a site access agreement with LA-RICS Authority on July 27, 2015, as amended and restated on May 3, 2016 and attached hereto as Exhibit D and incorporated herein by this reference ("Amended and Restated Site Access Agreement"), to permit the use of a portion of the Building's rooftop by the LA-RICS Authority as both a Long Term Evolution ("LTE") broadband communications site and a Land Mobile Radio ("LMR") communication site, and pursuant to section 16.02 of which LA-RICS is permitted to operate the LMR Generator Unit (as defined below) in the event that normal power is not available; and

**WHEREAS**, it is in the best interests of both the Judicial Council of California and the County to locate certain LMR equipment known as the emergency generator, its ancillary diesel fuel tank and connecting pipes and electrical connections, described on Exhibit B ("Equipment List," collectively "LMR Generator Unit") attached hereto and incorporated herein by this reference, on that certain portion near the middle of the northern boundary of the Real Property at the roadside of a private outdoor driveway where proprietary vehicles enter from Spring Street to arrive at the entrance of a private subterranean parking lot of the Building, as described on Exhibit A ("LMR Generator 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; and (b) any of the LA-RICS Authority member agencies may assume the LA-RICS Authority's rights and obligations under this Agreement and/or may perform services with respect to this LA-RICS; and

**WHEREAS**, LA-RICS AUTHORITY is willing to accept and exercise the rights granted by this Agreement for use of a LMR Generator 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 GENERATOR 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, private access roads and easements for access and utilities to install and operate an unmanned LMR Generator Unit, consisting of the Real Property shown on Exhibit A ("LMR Generator Site").

1.02 The LA-RICS AUTHORITY acknowledges its personal inspection of the LMR Generator 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 Generator 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 Generator 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 Generator 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 legal right of possession of the County or its successors in the Real Property and covenants and agrees never to assail, contest, or resist said right of possession.

1.05 Ownership of all improvements constructed by the LA-RICS AUTHORITY upon each and every site comprising the LMR Generator 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, entirely at its own cost, 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 Generator Site for the installation, operation, maintenance, and repair of a LMR Generator Unit. 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 Generator Unit (b) shall be allowed access over, through and across each site comprising the Real Property, other necessary space, and private access roads and easements for ingress to and egress from the LMR Generator Site, 24 hours per day, 7 days per week without notice. The LMR Generator 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 Generator 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 authority of County, to exercise any right or power concerning the utilization of the Real Property including without limitation the Agreement on the LMR Generator Site; provided, however, that such County authority shall not include the exercise of any right or power that would interfere with the LMR Generator Unit.

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

3.01 The LA-RICS AUTHORITY shall obtain written approval of County upon completion of design development and prior to installing any equipment, buildings or structures at the LMR Generator Site. With its written request for approval, 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 Generator Site. LA-RICS AUTHORITY agrees to discuss with County the concerns of County, 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.

3.02 Conceptual site plans for the LMR Generator Site are identified in Exhibit C (Site Plan). Upon the LA-RICS AUTHORITY's, County's (or County's authorized agent's) approval of the final site plan for the LMR Generator 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 15 business days of receipt or 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 the LMR Generator Site.

3.03 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 Generator Site plan approval process, as described in this Section 3 and in Section 8.

3.04 LA-RICS AUTHORITY shall be solely responsible for the procurement of all required permits for the use, maintenance, occupancy of the LMR Generator Site and for any construction, work or repair of any portion of the LMR Generator Site and in particular shall secure and maintain all required AQMD permits with copies of such permits. Any change or alteration to such permits provided shall be subject to review and approval prior to submission to the relevant permitting authority. Should ministerial permits be required, 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 the LMR Generator 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 Generator 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 LMR Generator Unit.

#### **4. TERM**

The initial term ("Initial Term") of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and shall terminate upon the earliest of: (a) written notice of termination by LA-RICS AUTHORITY; (b) written notice 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 LMR Generator Unit (not including "like-kind" replacements) after LA-RICS AUTHORITY's initial installation of the LMR Generator Unit on the LMR Generator

Site. In addition, County shall have the right to inspect said equipment and the LMR Generator 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 Generator Site. The LA-RICS AUTHORITY shall not commence installation of equipment or alteration of a LMR Generator 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 Generator Site including power outputs or changes in the use of frequencies described in Exhibit C hereto, 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 LMR Generator Unit at its own expense and risk as approved by County in accordance with the terms hereof.

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 Generator 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 Generator 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 Generator Site at LA-RICS AUTHORITY's 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 Generator Site to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements and as required for LA-RICS AUTHORITY's operations of the LMR Generator Unit at the LMR Generator Site, including any structural upgrades required to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements on the LMR Generator Site.

7.05 Upon completion of the installation of the equipment comprising the LMR Generator Unit at the LMR Generator Site, LA-RICS AUTHORITY shall provide County with a time of completion notice and as-built drawings of the LMR Generator Unit ("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 Generator 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 Generator Site or the Real Property other than to install, maintain, replace and operate the LMR Generator Unit 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: (a) 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**

9.01 County shall be responsible for maintenance of the Real Property, including the LMR Generator Site, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities. The LMR Generator 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.

9.02 LA-RICS AUTHORITY shall be responsible for the timely repair of all damage to the LMR Generator 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**

10.01 Installation and maintenance of LA-RICS AUTHORITY's equipment including without limitation the LMR Generator Unit 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.

10.02 LA-RICS AUTHORITY shall remove any debris to the extent resulting from maintenance, operation and construction on the LMR Generator 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 Generator 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**

As applicable, LA-RICS AUTHORITY and its LMR Vendor shall comply with and abide by all applicable rules, regulations and directions of County; at all times hold a valid FCC license for the Permitted Activities and comply with all applicable City and County ordinances and all State and Federal laws, and, in the course thereof, obtain and keep in effect all required permits and licenses required to engage in the Permitted Activities on the LMR Generator Site; 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; and assume the risk of loss, damage or destruction to the LMR Generator Unit and any and all fixtures and personal property belonging to LA-RICS AUTHORITY that are installed or placed within the LMR Generator Site, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the County, their agents, employees or contractors.

## **12. RELOCATION**

12.01 County shall have the right to request relocation of the LMR Generator Unit or any portion thereof on no more than one occasion during the term hereof to another location on the Real Property ("Alternate Site"), provided: the Alternate Site: (i) is substantially similar



to LA-RICS AUTHORITY's current LMR Generator 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 LMR Generator Unit or the LA-RICS system or equipment; County shall pay all costs incurred by LA-RICS AUTHORITY for relocation of LA-RICS AUTHORITY's equipment from the LMR Generator Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LMR Generator 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; County shall give LA-RICS AUTHORITY at least six (6) months written notice before requiring relocation; and LA-RICS AUTHORITY's use of the LMR Generator Unit 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, subject to County approval, to request a one-time relocation of the LMR Generator Unit or any portion thereof to an Alternate Site on the Real Property, provided that:

(a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LMR Generator 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 LMR Generator Unit 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 Generator Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LMR Generator 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. The requested relocation shall be subject to prior approval by County, and such approval not to be unreasonably withheld.

### **13. ACCESS TO LMR GENERATOR 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 Generator Site ("Access"), but only to the extent County has legal authority to grant such Access and has control over the 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 Generator 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 Licensee'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/or any owner(s) of applicable access paths and roads, 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 and/or any owner(s) of applicable access paths and roads 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 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 Generator Site at any time for the purpose of performing maintenance, inspection and/or for making emergency improvements or repairs to the LMR Generator Site or to interrupt or terminate LA-RICS AUTHORITY's transmission(s) from the LMR Generator 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 Generator Site, provided that County shall endeavor to provide a 24-hour prior notice to LA-RICS AUTHORITY and shall access the LMR Generator 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 Generator 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 Generator 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. 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 Generator 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 use, and shall be responsible for the payment of all utilities necessary for the operation of the LMR Generator Unit on the LMR Generator 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 or 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**

17.01 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.

17.02 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 Generator 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 Generator 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 Generator Site arising from LA-RICS AUTHORITY' use of the LMR Generator Site.

20.03 If LA-RICS AUTHORITY fails to pay any lawful taxes or assessments upon the LMR Generator 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 LMR Generator Unit and personal and improvements from the LMR Generator Site and the Real Property and restore the LMR Generator 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, and entirely at LA-RICS AUTHORITY'S own cost, 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 Generator Site and the Real Property all of its LMR Generator Unit and personal property and improvements and restore the LMR Generator 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, and entirely at LA-RICS AUTHORITY'S own cost. If weather conditions or lack of access to the LMR Generator 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 LMR Generator Unit, personal property and improvements from the LMR Generator Site and the Real Property within the time provided in this section, County may, but shall not be required to, remove the LMR Generator Unit 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 LMR Generator Unit 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.

## **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, 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 hereinbelow ("Non-Disturbance Agreement"), and shall recognize LA-RICS AUTHORITY's right to remain in occupancy of and have access to the LMR Generator 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 a licenser 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 Generator 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 Generator Site for losses related to the equipment comprising the applicable LMR Generator Unit, 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 Generator 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 Generator 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 Generator Site in the event of one of the following: (a) the applicable Real Property or the LMR Generator 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 Generator 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 Generator 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 Agreement LMR Generator 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 relived 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 antidiscrimination 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 Generator 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 Generator 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 Generator 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 Generator Site.

**40.04 Safety.** LA-RICS AUTHORITY shall immediately correct any unsafe condition on the LMR Generator 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 Generator Site. LA-RICS AUTHORITY shall cooperate fully with County in the investigation of any accidental injury or death occurring on the LMR Generator 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 Generator 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 Generator 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 Generator 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 Generator 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.

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///  
///

By:   
Senior Associate

**EXHIBIT D**

**Amended & Restated LA-RICS SAA**  
**Foltz Criminal Justice Center**

See next page for Amended and Restated State Agreements dated May 3, 2016.

**AMENDED AND RESTATED LA-RICS SITE ACCESS AGREEMENT**

**FOLTZ CRIMINAL JUSTICE CENTER**

**THIS AMENDED AND RESTATED LA-RICS SITE ACCESS AGREEMENT**  
("Amended and Restated Agreement") is made and entered into in duplicate original  
this 3<sup>rd</sup> day of MAY, 2016,

**BY AND BETWEEN**

**JUDICIAL COUNCIL OF CALIFORNIA,**  
hereinafter referred to as "**Owner**"

**AND**

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

**RECITALS:**

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

**WHEREAS**, Owner owns certain real property hereto with a street address of 210 West Temple, Los Angeles, California 90002 more fully described on the exhibit attached hereto as Exhibit A (the "**Real Property**") and the building located thereon known as the Foltz Criminal Justice Center (the "**Building**"); and

**WHEREAS**, the Building is occupied and used as a trial court facility by the Superior Court of California, County of Los Angeles (the "**Court**") and for general office purposes by the County of Los Angeles (the "**County**"); and

**WHEREAS**, Owner and LA-RICS Authority previously entered into that certain LTE Site Access Agreement dated July 27, 2015 (the "**Original Agreement**") wherein the parties agreed to permit LA-RICS Authority access to the Building for the purpose of using a portion of the rooftop of the Building for use as a Long Term Evolution ("**LTE**") broadband communications site; and

**WHEREAS**, Owner and LA-RICS now desire to amend and restate the Original Agreement to, in addition, permit use of that same portion of the rooftop of the Building by the LA-RICS Authority for use as a Land Mobile Radio ("**LMR**") communication site and to make, among other things, changes to the Original Agreement to clarify, correct and expand operation of provisions involving LA-RICS Authority's obligation to reimburse Owner for certain costs associated with the planning, construction, operation and maintenance of the LA-RICS Site (defined below) among; and

**WHEREAS**, Owner and LA-RICS Authority intend that upon full execution of this, Amended and Restated Agreement, the Original Agreement will be superseded in its entirety and replaced by this Amended and Restated Agreement; and

**WHEREAS**, (a) LA-RICS Authority has retained Motorola ("**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 ("**LTE Vendor**") to design and construct a regional interoperable Broadband 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 Amended and Restated Agreement and/or may perform services with respect to this LA-RICS (the LA-RICS Authority, the LMR Vendor, the LTE Vendor, the LA-RICS Authority's member agencies and their respective elected and appointed officials, directors, employees, agents and representatives may hereafter be referred to as the "**LA-RICS Parties**"); and

**WHEREAS**, LA-RICS Authority is willing to accept and exercise the rights granted by this Amended and Restated Agreement for use of a LMR and LTE site located on the rooftop of the Building 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. LA-RICS SITE: LICENSE**

1.01 Owner hereby licenses to the LA-RICS Authority and LA-RICS Authority hereby accepts from Owner on the terms and conditions set forth herein, approximately 1000 square feet of space on the rooftop of the Building, together with all necessary space and rights for utilities, as depicted on the drawings attached hereto as Exhibit C attached hereto and incorporated herein by this reference (the "**LA-RICS Site**") to be used solely for the Permitted Activities (defined below).

1.02 The LA-RICS Authority acknowledges its personal inspection of the LA-RICS 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 LA-RICS Site in its "as-is" condition with no duty to investigate, and Owner makes no warranty, express or implied, as to the suitability of the LA-RICS Site, the Building or the Real Property for LA-RICS Authority's use; its physical condition, including the condition and stability of the soils or groundwater on or under any of the Real Property; and the presence of pollutants or contaminants therein.

1.03 LA-RICS Authority, the LMR Vendor, the LTE Vendor, and/or any other agents of LA-RICS Authority identified in writing by the LA-RICS Authority to Owner not less than 48 hours in advance of any attempted access to the Real Property (each an "**Authorized Agent**") may make or construct or cause to be made or constructed

additions, alterations, repairs, replacements or other changes to the LA-RICS Site at the LA-RICS Authority's expense in accordance with all of the terms and conditions of this Amended and Restated Agreement.

1.04 LA-RICS Authority hereby acknowledges the title or other legal right of possession of Owner or its successors in the Real Property and Building and covenants and agrees never to assail, contest, or resist said title. It is understood and agreed that LA-RICS Authority, by the acceptance of this Amended and Restated Agreement and the grant of rights herein, and by LA-RICS Authority's use and occupancy of the LA-RICS Site for the sole purpose set forth above and no other, has not acquired and will not acquire at any time in the future any property rights or interest in or to the LA-RICS Site, the Building, or any other part of the Real Property, and LA-RICS Authority does not have nor will it ever obtain any right or claim to the continued use of the LA-RICS Site or any other part of the Real Property beyond those specifically given in and by this Amended and Restated Agreement.

1.05 Ownership of the LA-RICS Facility (defined below) and all other alterations, additions, or betterments thereto shall remain with the LA-RICS Authority or with its federal grantor or other agency which could become the successor title holder under applicable LA-RICS grant agreements or other similar documents. The LA-RICS Authority may remove any of its own improvements to the Real Property at any time during the term of the Amended and Restated Agreement, and, subject to Section 17 below, Owner hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

## **2. PURPOSE AND USE**

2.01 The sole purpose of this Amended and Restated Agreement is to allow the LA-RICS Authority to use the LA-RICS Site for the installation, operation, maintenance, and repair of an LTE communications facilities (the "**LTE Facility**") and an LMR communication facilities (the "**LMR Facility**"). The LA-RICS Authority, the LTE Vendor, the LMR Vendor, and/or any other agents of LA-RICS Authority identified by the LA-RICS Authority in writing not less than 48 hours in advance of any attempted access to the Real Property: (a) subject at all times to the requirements of Section 3 below, shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS Authority's LTE Facility and LMR Facility, which together consists of the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference (the "**LA-RICS Facility**"), and (b) subject at all times to the access requirements set forth in Section 13 below and Exhibit D, shall be allowed access over, through and across each site comprising the Real Property for ingress to and egress from the LA-RICS Site 24 hours per day, 7 days per week. The LA-RICS 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 LA-RICS Site and/or the Real Property hereunder, including without limitation usage by the LMR



Vendor and LTE Vendor, is in compliance with all terms and conditions of this Amended and Restated Agreement.

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

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

3.01 The LA-RICS Authority shall furnish and submit to Owner copies of project plans and specifications (along with any other information reasonably requested by Owner) for the LA-RICS Facility to be constructed at the LA-RICS Site at the 50%, 75%, and 100% stages of design development, for Owner's review and approval. LA-RICS Authority agrees to discuss with Owner any Owner concerns regarding the proposed plans and to address such concerns prior to implementation of said plans. LA-RICS Authority also agrees to use Owner's structural engineer for structural analysis and design work related to the LTE Facility and the LMR Facility. LA-RICS Authority will be responsible for payment of costs related to use of Owner's structural engineer for the structural analysis and design work attributable to the LA-RICS Facilities in addition to the Plan Review, Permitting, and Inspection Fee (defined below) including any such costs incurred, but unpaid as of the date of full execution of this Amended and Restated Agreement with respect to the LTE Facility.

3.02 Upon Owner's approval of the final site plan for the LA-RICS Facility at the LA-RICS Site, such final site plan will be deemed incorporated herein by reference as Exhibit C (Site Plan).

3.03 The LA-RICS Authority represents and warrants 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 8509 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 County's operating mode). Owner and the LA-RICS Authority agree that the LA-RICS Authority will comply with the Building Code requirements of the governmental authority having jurisdiction over the Real Property and will seek only those governmental approvals that would normally apply to County as an occupant and user of state-owned real property. Notwithstanding the foregoing, the parties agree that their cooperation in addressing any concerns raised by Owner is essential to the success of the LA-RICS project and that accordingly all such concerns will be addressed to Owner's satisfaction throughout the LA-RICS Site plan approval process, as described in this Section 3 (Approvals/Design Review) and in Section 8 (Alterations).

3.04 Prior to the commencement of construction and installation of the LA-RICS Facility, including any and all modifications thereto, and at all times thereafter, LA-RICS Authority will: (i) procure, maintain and comply with all permits, licenses, variances, authorizations and approvals required under applicable laws, rules and regulations of the jurisdiction in which the Real Property is located and any other governmental and quasi-governmental authorities having appropriate jurisdiction over the Real Property; (ii) conform to and comply with all applicable laws, rules and regulations, including those of the Federal Communications Commission, all Hazardous Materials (defined below) requirements, all State Fire Marshal Requirements, all marking and lighting requirements of the FAA, and the California Occupational Safety and Health Administration; (iii) provide to Owner copies of all permits, licenses, variances, authorizations and approvals obtained pursuant to this section and all insurance required hereunder; (iv) comply with all screening or other covering requirements that Owner may, in its reasonable discretion, require in order to camouflage or conceal all or any part of the LA-RICS Facility visible from the street level below and that are not otherwise required by the permitting jurisdiction; and (v) comply with the other applicable terms and conditions contained herein including but not limited to the interference prohibitions set forth herein.

3.05 Should ministerial permits be required, Owner shall process such permits within its jurisdiction with commercially reasonable diligence. The LA-RICS Authority may perform and obtain, at the LA-RICS Authority's sole cost and expense, engineering reports, environmental investigations or other tests or reports 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 LA-RICS Site will be compatible with the LA-RICS Authority's engineering specifications and design and operational requirements provided that all access to the Real Property required for such reports, investigations and other tests (i) must be scheduled in advance with Owner, (ii) will be subject to the access restrictions and requirements set forth in Section 13 below, and (iii) LA-RICS Authority will repair and restore any damage caused to the Real Property in the course of completing any such reports, investigations or other tests. Owner shall work cooperatively and expeditiously with the LA-RICS Authority to complete review and approval of any project plans and specifications, so as not to delay the design and construction of the LA-RICS Facility.

3.06 Prior to the submission of any plans and specifications by LA-RICS Authority to Owner pursuant to Section 3.01 above or Section 6 below for each construction project for which a permit is required under the applicable building code, the LA-RICS Authority shall pay to Owner a non-refundable fee in the amount of \$3,500 to compensate Owner for the costs of: (i) construction plan review required by this Amended and Restated Agreement; (ii) all permit applications if and to the extent Owner is the permitting authority; and (iii) inspection, testing and approvals required or permitted by this Amended and Restated Agreement, provided however, that if Owner's costs for (i) through (iii) exceeds \$3,500, LA-RICS Authority will reimburse Owner for those excess costs including any such costs incurred before full execution of the Amended and Restated Agreement within 30 days after presentation of an invoice

therefor with reasonable supporting documentation (the "**Plan Review, Permitting and Inspection Fee**"). This Plan Review, Permitting and Inspection Fee does not include and is in addition to the LA-RICS Authority obligation to pay the cost of the Owner's structural engineer pursuant to section 3.01 above and all applicable access escort fees pursuant to Section 13 below and Exhibit D (Access Procedures). Owner and LA-RICS Authority acknowledge and agree that LA-RICS Authority has paid the \$3,500 nonrefundable fee with respect to the LTE Facility authorized by the Original Agreement, but that the \$3,500 nonrefundable fee for the LMR Facility authorized herein is due and owing as of the date of full execution of this Amended and Restated Agreement.

#### **4. TERM**

4.01 The initial term ("**Initial Term**") of the Amended and Restated Agreement shall commence upon full execution of this Amended and Restated Agreement ("**Commencement Date**") and end ten years thereafter. ("**Original Term**"), subject to early termination (including without limitation Owner's right to terminate pursuant to Section 28 (Default) hereof, or any options to extend, as set forth in this section.

4.02 Licensee shall have the right to extend its rights under the Amended and Restated Agreement beyond the Original Term for two additional successive optional extension terms of five years each on the same terms, covenants and conditions (except as to the number of remaining option terms) as are contained in this Amended and Restated Agreement (each, an "**Extension Term**") upon the giving of written notice thereof no less than 120 days prior to the end of the Original Term or Extension Term then ending, as the case may be.

4.03 Notwithstanding the foregoing, either Party may terminate this Amended and Restated Agreement upon the giving of 180 days prior written notice for any reason or for no reason.

#### **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 Amended and Restated Agreement.

#### **6. CONDITIONS PRECEDENT TO INSTALLATION OR ALTERATIONS OF EQUIPMENT**

Owner shall have the opportunity to review and approve all project plans and specifications for the LA-RICS Authority's proposed alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements) after LA-RICS Authority's initial installation of the LA-RICS Facility on the LA-RICS Site. In addition, Owner shall have the right to inspect said equipment and the LA-RICS Site at any time during and after installation upon not less than 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, with the right to require an LA-

RICS Authority representative to accompany Owner during any such inspection of or access to the LA-RICS Site. The LA-RICS Authority shall not commence installation of equipment or alteration of the LA-RICS Site, or any portion thereof, until Owner has reviewed and approved the plans and specifications as provided in Section 3 above. Owner's review and approval of the plans shall not release the LA-RICS Authority from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The LA-RICS Authority shall be responsible for notifying Owner and all other relevant parties immediately upon discovery of such omissions and/or errors. The LA-RICS Authority shall not cause or permit any change of any equipment installed by the LA-RICS Authority on the LA-RICS 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 Owner has been provided an opportunity to review and approve into such plans and specifications. Owner may, in its sole and absolute discretion, reject any request to approve installation of any new, replacement, or additional equipment or fixture that requires any puncture of the roof, or any other part of the Building's waterproof seal unless the LA-RICS Authority consents to utilizing Owner's designated roofing company so as to maintain any such warranty with respect to such work.

## **7. INSTALLATION**

7.01 LA-RICS Authority shall install the LA-RICS Facility at the LA-RICS Site at its own expense and risk as approved by Owner in accordance with the terms hereof, and such installation and subsequent operation of the LA-RICS Facility shall not cause radio frequency interference with equipment, transmission or reception (operated currently or in the future) by Owner or Los Angeles County Sheriff. 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, LMR Vendor and/or LTE Vendor, Federal Communications Commission ("FCC") Agreement and frequencies in use. Such identification shall be attached to each component of the LA-RICS Facility in plain view.

7.02 LA-RICS Authority agrees that Owner may grant the use of any unused portion of the Real Property and Building to any third party for the purpose of installing communications transmitting/receiving equipment, so long as such uses do not conflict or interfere with LA-RICS Authority's operations as provided for pursuant to this Amended and Restated Agreement, in existence at the time the prospective third party installs its communications transmitting/receiving equipment. Any third party granted rights by Owner shall be required to comply with all applicable noninterference rules of the FCC.

7.03 Owner reserves the right, at its expense, to install on the Real Property and Building, including without limitation within the LA-RICS Site, its own communications shelter, telecommunication equipment, and appropriate tower space for telecommunications and/or microwave (collectively, the "Owner Facilities"). LA-

RICS Authority and Owner agree to make commercially reasonable efforts at no cost to Owner to resolve any radio frequency interference issues with equipment, transmission, or reception caused by the installation of Owner Facilities.

7.04 LA-RICS Authority accepts the LA-RICS Site in an "as is" condition as of the date of full execution of this Amended and Restated Agreement. LA-RICS Authority shall have the right to finance and construct approved equipment and related improvements on the LA-RICS Site at LA-RICS Authority's sole cost and expense, except as may be provided otherwise by other agreements but in no event at any cost or expense to Owner. No debt financing shall be recorded against the courthouse. Following the construction and installation of LA-RICS Authority's infrastructure, shelter, equipment, and related improvements, and subject to Sections 6 and 8 herein, LA-RICS Authority may thereafter, at its sole cost and expense, perform construction, maintenance, repairs, and replacements of its equipment as necessary and appropriate for its ongoing business and subject to Owner's prior approval rights in Sections 3 and 6 above has the right to do all work necessary to prepare, modify and maintain the LA-RICS 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 LA-RICS Site, including any structural upgrades required to accommodate LA-RICS Authority's infrastructure, shelter, equipment, and related improvements on the LA-RICS Site. Notwithstanding the foregoing or any other provision of this Amended and Restated Agreement, LA-RICS Authority shall not install, remove or replace any fixtures or other equipment from the rooftop of the Building or take any other action whatsoever which could adversely affect the integrity of the watertight seal of the rooftop without the specific prior written consent of Owner, and, in Owner's reasonable discretion, participation in such activity by Owner or Owner's designated contractor all at LA-RICS Authority's sole cost and expense.

7.05 Immediately upon completion of the installation of the equipment comprising the LA-RICS Facility at the LA-RICS Site, and prior to commencement of operation of the LA-RICS Facility, LA-RICS Authority shall provide Owner with written notice thereof ("**Completion Notice**").

7.06 Following delivery of the Completion Notice, LA-RICS Authority shall provide Owner with as-built drawings of the LA-RICS Facility ("**As-Builts**"). Such As-Builts shall include the location of any of LA-RICS Authority shelters, cabinets, grounding rings, cables, and utility lines associated with LA-RICS Authority use of the LA-RICS Site in CAD and PDF formats. Upon receipt of the As-Builts by Owner, the As-Builts shall be deemed incorporated herein by reference as updates to Exhibit C (Site Plan). In the event that LA-RICS Authority fails to deliver the As-Builts as required by this section within ten business days of receipt of written notice, Owner may cause such As-Builts to be prepared on behalf of LA-RICS Authority and Owner shall assess a fee for such As-Builts, the cost of which shall become immediately due and payable to Owner upon invoice accompanied by supporting documentation of such fee.

## **8. ALTERATIONS**

LA-RICS Authority shall make no renovations, alterations or improvements to the LA-RICS Site, the Building, 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 (Site List), B (Equipment List), and C (Site Plan) and/or as permitted elsewhere herein, without prior written approval by Owner, 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: (a) make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements after providing notice to Owner and obtaining Owner's written consent, and (b) perform any alterations or modifications that may be required as a result of FCC rules or regulations, after providing notice to Owner so long as such alterations or modifications do not increase the overall size or weight of the LA-RICS Facility. LA-RICS Authority agrees to submit to Owner, for review, all plans and specifications, working drawings, and other information reasonably required by Owner covering proposed alterations or modifications by LA-RICS Authority. All work to be done by LA-RICS Authority shall be performed in accordance with the plans provided to Owner and shall, where required, be subject to inspection by the building inspector having jurisdiction over the Building.

## **9. MAINTENANCE**

9.01 The LA-RICS Site shall be kept neat and clean by LA-RICS Authority and ready for normal use by Owner and other users. Should LA-RICS Authority fail to accomplish this, following 30 days written notice from Owner, Owner may perform the work and LA-RICS Authority shall pay the cost thereof upon written demand by Owner.

9.02 LA-RICS Authority shall be responsible for the timely repair of all damage to the LA-RICS Site, the Building, and the Real Property caused by the LA-RICS Authority, its employees, agents, or business vendors, including without limitation the LMR Vendor and LTE Vendor. Should LA-RICS Authority fail to promptly make such repairs after 30 days written notice from Owner, Owner may have repairs made and LA-RICS Authority shall pay the cost thereof upon written demand by Owner.

## **10. CONSTRUCTION STANDARDS**

10.01 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 applicable Building Code.

10.02 All construction activity must be scheduled so as not to disturb or interfere in any way with Court or County operations in the Building or on the Real Property

which LA-RICS Authority acknowledges may require that some or all construction activity be conducted outside of Court business hours. LA-RICS Authority will contact Owner not less than 72 hours prior to commencement of construction activities. All of the access restrictions and escort requirements set forth in Section 13 apply to all construction activities. LA-RICS Authority will permit Owner, its employees, agents, or contractors to inspect the LA-RICS Site and LA-RICS Facility while in the course of construction to conduct inspections, testing, and approvals of the work. The installation work will remain accessible and exposed for inspection until approved by the Owner and/or other jurisdiction having authority for any element of the installation. The Owner shall not be liable for any expense entailed in the removal or replacement of any material or equipment required to allow inspection.

10.03 Notwithstanding the foregoing or any other provision of this Amended and Restated Agreement, LA-RICS Authority shall not install, remove or replace any fixtures or other equipment on the rooftop of the Building which would adversely affect the integrity of the rooftop without the specific prior written consent of Owner, and, in Owner's sole and absolute discretion, participation in such removal and restoration of the rooftop by Owner or Owner's designated contractor all at LA-RICS Authority's sole cost and expense provided such costs are commercially reasonable given current industry standards.

10.04 LA-RICS Authority shall remove any debris to the extent resulting from maintenance, operation, and construction on the LA-RICS Site by LA-RICS Authority, its agents or contractors (including without limitation the LMR Vendor and LTE Vendor). In the event that LA-RICS Authority fails to remove such debris from the LA-RICS Site, Owner shall provide written notice to LA-RICS Authority and allow LA-RICS Authority five business days after receipt of notice to remove such debris. After the expiration of such five-business day period, Owner may cause such debris to be removed and invoice LA-RICS Authority for the reasonable costs of said removal.

## **11. OTHER OPERATIONAL RESPONSIBILITIES**

11.01 As applicable, LA-RICS Authority its LMR Vendor or its LTE Vendor shall:

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

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

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

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

## **12. RELOCATION**

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

(a) the Alternate Site: (i) is substantially similar to LA-RICS Authority's current LA-RICS Site in size, (ii) is compatible with LA-RICS Authority's use pursuant to Section 2 hereof, and (iii) meets with the requirements of Public Resources Code 21080.5 to qualify for the statutory CEQA exemption currently used for the LA-RICS Authority project; and (iv) does not interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment;

(b) Owner shall not be required to pay any costs incurred by LA-RICS Authority for relocation of LA-RICS Authority's equipment from the LA-RICS Site to the Alternate Site;

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

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

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 subject to Owner's prior written consent which may be given or withheld in Owner's sole and absolute discretion, provided that:

(a) the Alternate Site: (i) is substantially similar to LA-RICS Authority's current LA-RICS Site in size, (ii) is compatible with LA-RICS Authority's use pursuant to Section 2 hereof, (iii) does not interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment, and (iv) does not interfere with any existing or planned future use of the Real Property by Owner or County, or any third party that either has installed, or has an agreement with Owner to install, communication equipment on the Real Property at the time of LA-RICS Authority's request to relocate to an Alternate Site;

(b) LA-RICS Authority shall pay all costs relating to relocation of LA-RICS Authority's equipment from the LA-RICS Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LA-RICS Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to



comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS Authority's use of the Alternate Site;

(c) LA-RICS Authority shall give Owner at least six months written notice of the requested relocation.

### **13. ACCESS TO LA-RICS SITE**

Subject to the limitations set forth in this section and Exhibits C and D, Owner hereby grants to the LA-RICS Authority, the LMR Vendor, and any Authorized Agent, a nonexclusive right to use, at its sole risk, during the Original Term and any Extension Term, the access which serves the LA-RICS Site through the Building on the route shown on the drawing attached hereto as Exhibit C ("**Access Route**"). The LA-RICS Authority, on behalf of itself, the LMR Vendor, the LTE Vendor and any Authorized Agent, acknowledge and accept the present condition of the Access Route on an "as is" basis. All those individuals desiring to access the LA-RICS Site for any purpose must be identified in advance and wear identifying badges at all times when present on the Real Property. No one may enter any non-public area of the Real Property including non-public portion of the Access Route at any time including in response to an emergency without an Owner escort. All those desiring to access the LA-RICS Site for any purpose including all emergency and non-emergency service calls must follow the access procedures outlined in Exhibit D which procedures are subject to reasonable change by Owner from time to time. Licensee agrees to pay for such Owner escort for non-emergency and emergency service calls including all unbilled charges for Owner escort provided after the date of the Original Agreement but before full execution of the Amended and Restated Agreement whether with respect to the LTE Facility or the LMR Facility at the rates set forth in Exhibit D which rates are subject to change from time to time.

### **14. EMERGENCY ACCESS BY OWNER**

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

Owner's actual costs to correct any deficiency that is corrected by Owner pursuant to this Section.

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

**15.01 No Interference.** LA-RICS Authority shall not use the LA-RICS Site in any way which causes radio frequency ("RF") interference in excess of levels permitted by the FCC or otherwise interferes with the use of the Real Property by Owner, Court or County or their respective agents, invitees or other licensees or users who may occupy portions of the Real Property at the time this Amended and Restated 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.

**15.02 Interference with Public Safety Systems.** In the event of any interference with any existing or future public safety-related systems, which is caused by LA-RICS Authority's equipment or operations, LA-RICS Authority shall be immediately notified by Owner of such interference. Following such notification, the parties will 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 causes interference with non-public safety-related systems of Owner, County or Court, written notice of such interference shall be provided to LA-RICS Authority. Following such notification, the parties will cooperatively discuss and reach agreement on how such interference will be resolved. Owner agrees that Owner, County or Court 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 wireless radio transmission and/or reception 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 Owner's electronic equipment during an emergency incident occurs, the LA-RICS Authority will immediately cease operation, transmission, or further use of LA-RICS Authority's equipment until such time as the emergency incident or interference has ended but LA-RICS Authority shall be permitted to power up its equipment for intermittent testing with notice.

**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 LA-RICS Site. LA-RICS Authority will immediately remedy its operations to comply with all such applicable laws, rules and regulations as they apply to its operations, individually and in the aggregate, including all applicable FCC and other applicable governmental RF emissions standards, but shall only be liable for any violations of such applicable standards to the extent arising solely from LA-RICS Authority's equipment alone and not in combination with others. Where LA-RICS Authority's equipment, in combination with other, exceed or violates such standards, LA-RICS Authority shall reasonably cooperate with Owner and with other relevant parties to mitigate such violations in a timely manner.

## **16. UTILITIES**

16.01 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 LA-RICS Site. LA-RICS Authority will cause to be installed a smart sub-meter which will allow utility usage to be monitored and recorded remotely over the internet by Owner and LA-RICS Authority. LA-RICS Authority shall document its monthly usage in kilowatt hours (kWh) and shall pay to Owner in arrears within (30) days following the end of each annual quarter, the amount of Twenty-Five Cents (\$0.25) per kWh for utility costs incurred by Owner from such use (each a "Utility Charge"). After the end of each successive 12-month period following the Commencement Date, the Utility Charge shall be increased by Two Cents (\$0.02) per kWh. LA-RICS Authority is responsible for providing documentation of its quarterly electrical power usage in a form that is reasonably acceptable to Owner. Owner shall periodically audit the smart sub-meter and LA-RICS Authority's usage of electricity. Should Owner determine that incorrect information has been provided to Owner concerning LA-RICS Authority's electrical usage, LA-RICS Authority shall reconcile such Utility Charges within thirty (30) days' notice from Owner or LA-RICS Authority shall be in default of the Amended and Restated Agreement. LA-RICS Authority represents and warrants that its electrical power usage through the smart sub-meter shall be its only use of electrical power in the Building.

16.02 In the event that normal power is not available, LA-RICS Authority may be permitted at its sole cost and expense to install and operate an emergency generator at the Real Property with prior written approval by Owner as to the design specifications of the emergency generator, location of the emergency generator, and the service runs from the emergency generator to the LA-RICS Facility. The location, installation operation, maintenance and removal of any such emergency generator will be subject at all times to all applicable laws, rules, regulations of any federal, state or county agency having jurisdiction over the Real Property.

## **17. HOLD HARMLESS AND INDEMNIFICATION**

LA-RICS Authority agrees to indemnify, defend, save and hold harmless Owner, County, and Court and their respective elected and appointed officers, judicial officers, directors, employees and agents (the "Owner Parties") 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 occupancy and use of the LA-RICS Site and the Access Route 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 Amended and Restated Agreement including without limitation the LMR Vendor and LTE Vendor.

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

#### **18. INSURANCE**

18.01 Without limiting LA-RICS Authority's obligations to Owner, LA-RICS Authority, the LMR Vendor, the LTE Vendor, and any Authorized Agent entering onto the Real Property shall provide and maintain, at its own expense during the term of this Amended and Restated Agreement, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to Owner's Risk Manager, and on or before the effective date of this Amended and Restated Agreement evidence of such programs satisfactory to Owner Risk Manager, shall be delivered to:

Judicial Council of California  
Capital Program  
Risk and Quality Compliance Unit  
455 Golden Gate Street, 8th Floor  
San Francisco, CA 94102  
Attention: Maria Topete, Risk Quality and Compliance  
E-mail: maria.topete@jud.ca.gov  
Fax: (415) 865-7524

Such evidence shall specifically identify this Amended and Restated Agreement and shall contain express conditions that Owner is to be given written notice at least thirty (30) days in advance of any modification or termination of any provisions of insurance and shall name Owner Parties as additional insureds (except for the Workers' Compensation Insurance). LA-RICS Authority may self-insure the insurance required under this Amended and Restated Agreement, but if self-insured LA-RICS Authority will provide the Owner with verification of financial responsibility, and will require its contractors and their subcontractors to provide commercial insurance as required in the

Section, and any additional insurance required by LA-RICS Authority of its contractor(s) and/or subcontractor(s), shall name each of Owner Parties as an additional insured.

(a) Commercial General Liability Insurance. A program of Commercial General Liability Insurance (and if required Excess Liability or Umbrella Liability insurance) for on LA-RICS Site and the Real Property operations, which shall be primary to and not contributing with any other insurance or program of self-insurance maintained by the State of California, the Judicial Council of California, the Superior Court of California, County of Los Angeles, or the County of Los Angeles written on an occurrence form with limits of not less than \$2,000,000 per occurrence and a \$4,000,000 annual aggregate limit of liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, liability assumed under an insured contract. This insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought subject to the insurance policy limit of liability. The completed operations liability shall extend for the period of time of not less than three (3) years past the completion of the installation work,, and shall be endorsed to name State of California, the Judicial Council of California, the Superior Court of California - County of Los Angeles, the County of Los Angeles, and their respective elected and appointed officials, judges, officers, and employees have been added as additional insureds, and shall include, but not be limited to:

(b) Automobile Liability insurance 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 performance of the installation work and in the removal or replacement of any material or equipment required to allow continued operations.

(c) Pollution Liability Insurance. Should any of LA-RICS Parties bring onto, and use on or about the LA-RICS Site kinds and amounts of Hazardous Materials required for operation of the LA-RICS Facility, Pollution Liability Insurance with limits of not less than \$2,000,000 per occurrence and \$2,000,000 per location annual aggregate. The policy shall include coverage for bodily injury and property damage liability and clean-up costs at the LA-RICS Site, the Building, and the Real Property.

(d) Workers Compensation and Employers Liability. If applicable, a program of workers' compensation and employers liability 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 Amended and Restated Agreement. The employers liability insurance limits shall be not less than:

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

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

18.03 LA-RICS Authority, and any insurer providing insurance required under the terms of this Section 18, shall waive any rights of recovery or subrogation it may have against the State of California, the Judicial Council of California, the Superior Court of California, County of Los Angeles, the County of Los Angeles, and their respective elected and appointed officials, judges, officers, and employees for direct physical loss or damage to the Work, or for any liability arising out of the Services performed by Contractor under this Contract.

18.04 All insurance policies required under this Section 18 shall contain a provision that coverage will not be materially changed or cancelled without thirty (30) days prior written notice to the Owner. Notice to the Owner of cancellation or material change is the responsibility of the LA-RICS Authority.

18.05 LA-RICS Authority shall be responsible for and may not recover from the State of California, the Judicial Council of California, the Superior Court of California, County of Los Angeles, or the County of Los Angeles any deductible or self-insured retention that is connected to the insurance required under this Section 18.

18.06 The insurance required under this Section 18 shall be endorsed to be primary and non-contributing with any insurance or self-insurance maintained by the State of California, the Judicial Council of California, the Superior Court of California, County of Los Angeles, or the County of Los Angeles.

18.07 The cost of all insurance required by this Section 18 is the sole responsibility of the LA-RICS Authority and may not be recovered in any form from the State of California, the Judicial Council of California, the Superior Court of California, County of Los Angeles, or the County of Los Angeles.

18.08 LA-RICS Authority shall require insurance from its subcontractors and their sub-subcontractors with substantially the same terms and conditions as required of the LA-RICS under this Section 18.

18.09 Notification of Incidents, Claims, or Suits. LA-RICS Authority shall report to Owner any accident or incident relating to activities performed under this Amended and Restated Agreement which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against LA-RICS Authority and/or Owner. Such report shall be made in writing within 72 hours of LA-RICS Authority's knowledge of such occurrence.

## **19. FAILURE TO PROCURE INSURANCE**

19.01 Failure on the part of LA-RICS Authority to procure or maintain, or cause its installation and/or maintenance contractor to maintain, the required program(s) of insurance shall constitute a material breach of contract upon which Owner may immediately terminate this Amended and Restated Agreement.

19.02 Compensation for Owner Costs. In the event that LA-RICS Authority fails to comply with any of the indemnification or insurance requirements of this Amended and Restated Agreement, and such failure to comply results in any costs to Owner, LA-RICS Authority shall pay full compensation for all reasonable costs, including attorney fees and costs, incurred by Owner.

19.03 No occupancy or use of the LA-RICS Site shall 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 Pursuant to section 107.6 of the California Revenue and Taxation Code, notice is hereby given that LA-RICS Authority is responsible for any possessory interest taxes that may be imposed as the result of, or related to, this Amended and Restated Agreement. LA-RICS Authority shall have the right, with the cooperation of Owner and at no cost to Owner, to contest any such possessory interest taxes.

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, Owner, City, or any other tax or assessment-levying body upon the LA-RICS Site arising from LA-RICS Authority's use of the LA-RICS Site.

20.03 If LA-RICS Authority fails to pay any lawful taxes or assessments upon the LA-RICS Site which LA-RICS Authority is obligated to pay, LA-RICS Authority will be in default of the Amended and Restated Agreement.

21.04 Owner reserves the right to pay any such tax, assessment, fees, or charges, and all monies so paid by Owner shall be repaid by LA-RICS Authority to Owner upon demand. LA-RICS Authority and Owner agree that this is an Agreement 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 Amended and Restated Agreement or by any law now in effect shall be given by enclosing the same in a sealed envelope, Certified Mail -Return Receipt Requested, addressed to the party for whom intended and depositing such envelope, with postage prepaid, in the U.S. Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same, shall be addressed to LA-RICS Authority as follows:

LA-RICS Authority  
2525 Corporate Place, Second Floor  
Monterey Park, California 91754  
ATTN: Executive Director

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

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

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

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

Judicial Council of California  
Real Estate and Facilities Management  
Attn: Associate Facilities Analyst  
455 Golden Gate Avenue, 8th Floor  
San Francisco, CA 94102  
Telephone: 415-865-4068

with a copy to: Judicial Council of California  
Real Estate and Facilities Management  
Attn: Manager, Real Estate  
455 Golden Gate Avenue, 8th Floor  
San Francisco, CA 94102  
Telephone: 415-865-4048

In addition, all notices relating to termination of the Amended and Restated Agreement  
or an alleged breach or default by Owner must also be sent to:

Judicial Council of California  
Finance  
Attention: Manager, Business Services  
455 Golden Gate Avenue, 6th Floor  
San Francisco, CA 94102  
Telephone: 415-865-7989  
Fax: 415-865-4326



Owner's 24 hour contact:

Judicial Council's Customer Service Center (CSC)  
Email: [csc@jud.ca.gov](mailto:csc@jud.ca.gov)  
Telephone: 888-225-3583

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

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

## **22. LA-RICS FACILITY REMOVAL**

22.01 LA-RICS Authority shall remove all of its LA-RICS Facility and personal property and improvements from the LA-RICS Site, the Building, and the Real Property and restore the LA-RICS 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 Amended and Restated Agreement, unless this Amended and Restated Agreement is otherwise terminated or cancelled prior to the expiration date provided herein, in which case LA-RICS Authority shall remove from the LA-RICS Site, the Building, and the Real Property all of its LA-RICS Facility and personal property and improvements and restore the LA-RICS 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 LA-RICS Site render the timely removal of LA-RICS Authority's property impossible, then LA-RICS Authority shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

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

## **23. INDEPENDENT STATUS**

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

performed on behalf of LA-RICS Authority pursuant to this Amended and Restated Agreement as required by law.

**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 Owner.

**25. ASSIGNMENT**

25.01 This Amended and Restated Agreement may not be sold, assigned, or transferred by LA-RICS Authority without the prior written approval or consent of Owner, which consent may be unreasonably withheld or conditioned in Owner's sole and absolute discretion.

25.02 To effect an assignment or transfer pursuant to this Section 25 (Assignment), LA-RICS Authority shall first deliver to Owner:

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

25.03 Owner shall approve or disapprove a proposed transfer, assignment or sublicense within sixty (60) days after LA-RICS Authority delivers all such items to Owner. Owner'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 Amended and Restated Agreement, the proposed instrument shall include a written assumption by the assignee of all obligations of LA-RICS Authority under the Amended and Restated Agreement arising thereafter and assignee shall be liable to perform the full obligations of the LA-RICS Authority under this Amended and Restated 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 Owner.

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

25.06 Owner 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. Owner shall submit any proposed lease or license to the LA-RICS Authority for review and approval prior to entering into such lease or license. Such proposed instrument shall specifically include: (a) a provision that the lease or license shall comply with and be subject to all of the terms covenants, and conditions of this Amended and Restated Agreement, and (b) a requirement that any third party use of LA-RICS Authority's telecommunications pole shall not interfere with LA-RICS Authority's use of the LA-RICS Facility or its operations. The parties agree that any revenues generated by such third party leases or licenses by Owner shall be retained by Owner, except for an amount to be agreed upon between Owner and LA-RICS Authority, which sum is intended to compensate LA-RICS Authority for its operational, administrative, and other costs associated with third party use of the LA-RICS Authority's telecommunications pole, and which amount shall not be more than ten percent (10%) of the total revenue paid to Owner.

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

Owner shall obtain, not later than fifteen (15) days following the execution of this Amended and Restated Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagees, ground lessors, and master lessors, if any, of the Real Property. At Owner's option, this Amended and Restated Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "**Mortgage**") by Owner which from time to time may encumber all or part of the Real Property; provided, however, as a condition precedent to LA-RICS Authority being required to subordinate its interest in this Amended and Restated Agreement to any future Mortgage covering the Real Property, Owner shall obtain for LA-RICS Authority's benefit a non-disturbance and attornment agreement in a commercially reasonable form satisfactory to Lender (defined below) and 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 LA-RICS Site as long as LA-RICS Authority is not in default of this Amended and Restated 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, and LA-RICS Authority is not in default of this Amended and Restated Agreement beyond applicable notice and cure periods, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Amended and Restated Agreement, and (b) fulfill Owner's obligations under this Amended and Restated 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 Amended and Restated Agreement is subordinate to the Mortgage or other real property interest in favor of the Lender, and (ii) agrees to attorn to Lender if Lender becomes the owner of the Real Property.

## **27. CONDEMNATION**

In the event of any condemnation of the Real Property (or any portion thereof), LA-RICS Authority may terminate this Amended and Restated Agreement upon written notice to Owner if such condemnation may reasonably be expected to disrupt LA-RICS Authority's operations at the LA-RICS 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 LA-RICS 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 Amended and Restated Agreement). Any such notice of termination shall cause this Amended and Restated 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 Amended and Restated Agreement, and Owner and LA-RICS Authority shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other, if any, under this Amended and Restated Agreement.

## **28. DEFAULT**

Except as otherwise provided in this Amended and Restated Agreement, in the event of a default hereunder by LA-RICS Authority, Owner shall provide written notice thereof to LA-RICS Authority. LA-RICS Authority shall have thirty (30) days from the date of said notice (the "**Cure Period**") in which to cure the default, provided that LA-RICS Authority shall have such extended period beyond the Cure Period as may be required if the nature of the cure is such that it reasonably requires more than the Cure Period to complete and LA-RICS Authority has commenced to cure the default within the Cure Period and has acted with reasonable diligence in commencing and pursuing such cure to completion. Owner may not maintain any action or effect any remedies for default against LA-RICS Authority unless and until LA-RICS Authority has failed to cure a default within the time periods set forth in this section. In the event that LA-RICS Authority fails to cure a default within the Cure Period or as otherwise provided in this section, Owner may: (a) cure the default and invoice LA-RICS Authority for all costs reasonably incurred in effecting such cure, or (b) terminate this Amended and Restated Agreement upon written notice to LA-RICS Authority, take possession of the LA-RICS Site and remove all LA-RICS Authority's improvements located thereon. In the event of a default hereunder by Owner, LA-RICS Authority shall provide written notice thereof to Owner. Owner shall have a Cure Period in which to cure the default, provided that Owner shall have such extended period beyond the Cure Period as may be required if the nature of the cure is such that it reasonably requires more than the Cure Period to complete and Owner has commenced to cure the default within the Cure Period and has acted with reasonable diligence in commencing and pursuing such cure to completion. LA-RICS Authority may not maintain any action or effect any remedies for default against Owner unless and until Owner has failed to cure a default within the time periods set forth in this section. In the event that Owner fails to cure a default within the Cure Period or as otherwise provided in this section, LA-RICS Authority may terminate this Amended and Restated Agreement upon written notice to Owner.

## **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 Amended and Restated 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 Amended and Restated Agreement shall be cumulative.

## **30. HAZARDOUS MATERIALS**

30.01 LA-RICS Authority agrees that none of LA-RICS Parties will use, generate, store or dispose of any Hazardous Material (defined below) on, under, about or within the Real Property provided, however, that LA-RICS Authority may bring onto, and use on or about the LA-RICS Site those kinds and amounts of Hazardous Materials typically required for operation of the LA-RICS Authority Facility so long as each of LA-RICS Parties: (i) uses, generates, stores or disposes of such Hazardous Materials in strict compliance with all applicable federal, state, and local laws and regulations; (ii) identifies in writing to Owner the kind(s) and amount(s) of Hazardous Materials prior to bringing those Hazardous Materials onto the Real Property; and (iii) responds in writing within fifteen (15) days after receipt of Owner's written request for confirmation of the kinds and amounts of all Hazardous Materials brought onto, used, generated, stored or disposed of anywhere on or about the Real Property by any of LA-RICS Parties. LA-RICS Authority will assess and remediate (if necessary) in compliance with all applicable laws and regulations and hereby indemnifies, holds harmless and will defend Owner from and against any and all costs (including reasonable attorneys' fees and costs) and claims of liability or loss which arise out of the use, generation, storage, or disposal of any Hazardous Materials by any of LA-RICS Parties upon the Real Property.

30.02 LA-RICS Authority hereby acknowledges that Owner has notified LA-RICS Authority that the LA-RICS Site, Building, and Real Property may contain Hazardous Materials.

30.03 In the event Hazardous Materials are encountered during the construction, installation, servicing, or removal of the LA-RICS Facility, LA-RICS Authority shall notify Owner immediately for instructions. LA-RICS Authority shall bear all costs of investigation, abatement or remediation of Hazardous Materials necessary solely as a result of its construction, installation, servicing or removal activities provided, however, that LA-RICS Authority shall not be liable for any fines, penalties, or similar assessments that may be levied because of the presence of Hazardous Materials on

the Real Property unless arising from LA-RICS Authority's activities on the Real Property.

30.04 LA-RICS Authority agrees to protect, indemnify, defend (with counsel approved by Owner), reimburse and hold Owner Parties harmless from any and all liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments, including, but not limited to, reasonable fees and costs for attorneys, consultants and experts, to the extent caused by the presence, release, or exacerbation of a prior release, of Hazardous Material on or within the Building and/or the Real Property by any of LA-RICS Authority Parties. Such indemnity and hold harmless obligations shall not apply to the extent such liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments are caused by the negligence or intentional misconduct of Owner Parties, their employees, contractors or agents.

30.05 As used in this section, "**Hazardous Material**" will mean petroleum or any petroleum product, asbestos, any substance known by the State of California to cause cancer and/or reproductive toxicity, and/or any substance, chemical, or waste that is identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation.

### **31. DAMAGE OR DESTRUCTION**

Either party shall have the right to terminate this Amended and Restated Agreement with respect to all or any portion of the LA-RICS Site in the event of one of the following: (a) the applicable Real Property or the LA-RICS Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that repairs cannot reasonably be expected to be completed within forty-five (45) days following said damage (or Owner in its sole discretion elects not to make such repair); or (b) the applicable Real Property or LA-RICS 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 LA-RICS 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 LA-RICS Site should Owner elect not to undertake such repairs. Any notice of termination provided pursuant to this Section shall cause this Amended and Restated 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 Amended and Restated Agreement, and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Amended and Restated 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 Amended and Restated Agreement by either party, such party shall be relieved of the performance of such obligations during the time period of the event.

LA-RICS Authority shall be solely responsible for any damage or loss to LA-RICS Authority's equipment resulting from theft or vandalism or resulting from any other cause, except to the extent caused by Owner's gross negligence or willful misconduct.

**32. AUTHORIZATION WARRANTY**

The parties hereto represent and warrant that the person executing this Amended and Restated 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 Amended and Restated Agreement and that all requirements of such party have been fulfilled to provide such authority.

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

This Amended and Restated 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 Amended and Restated Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

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

34.01 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 Amended and Restated Agreement or under any project, program or activity supported by this Amended and Restated 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.

34.03 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 Amended and Restated Agreement or under any project, program, or activity supported by this Amended and Restated Agreement.

34.04 If Owner finds that any of the above provisions of this Section have been violated, such violation shall constitute a material breach of this Amended and Restated



Agreement upon which Owner may terminate, or suspend this Amended and Restated Agreement.

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

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

**35. NON EXCLUSIVITY**

Nothing herein is intended or shall be construed as creating any exclusive arrangement with LA-RICS Authority.

**36. 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.

**37. PUBLIC RECORDS ACT**

37.01 Any documents submitted by LA-RICS Authority or its agents including without limitation the LMR Vendor and LTE Vendor and all information obtained in connection with Owner's right to inspect the LA-RICS Site or any other rights provided by this Amended and Restated Agreement shall become the exclusive property of Owner. All such documents become a matter of public record and shall be regarded as judicial administrative records, except as specifically provided by California Rules of Court Rules 10-500 et seq. ("**Rule 10-500**") and which are marked "trade secret," "confidential," or "proprietary." Owner shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

37.02 In the event Owner is required to defend an action on a Rule 10-500 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 fund in advance all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under Rule 10-500.

37.03 Any documents submitted by Owner or its agents and all information obtained in connection with LA-RICS Authority's rights provided by this Amended and Restated 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.

37.04 In the event the LA-RICS AUTHORITY is required to defend an action on a Public Records Act request as requested by Owner for any of the aforementioned documents, information, books, records, and/or contents Owner agrees to refund and indemnify the LA-RICS Authority from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after Owner's receipt of LA-RICS Authority's invoice.

### **38. OTHER TERMS AND CONDITIONS**

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

38.02 Habitation. The LA-RICS Site shall not be used for human habitation.

38.03 Illegal Activities. LA-RICS Authority shall not knowingly permit any illegal activities to be conducted upon the LA-RICS Site.

38.04 Safety. LA-RICS Authority shall immediately correct any unsafe condition on the LA-RICS 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 LA-RICS Site. LA-RICS Authority shall cooperate fully with Owner in the investigation of any accidental injury or death occurring on the LA-RICS Site, including a prompt report thereof to Owner. LA-RICS Authority shall cooperate and comply fully with Owner, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all LA-RICS Authority's structures and enclosures. LA-RICS Authority, at its expense, may use any and all appropriate means of restricting public access to the LA-RICS Site. LA-RICS Authority is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the construction, installation, and operation of the LA-RICS Facility and the LA-RICS Site. LA-RICS Authority will take all necessary safety

precautions, and provide protection to prevent damage, injury or loss to: (i) the Building or any other part of the Real Property, (ii) adjacent structures, (iii) LA-RICS Authority's employees, agents or contractors, (iv) Owner and its employees, agents and contractors, (v) Court and its judicial officers, officers, employees, agents and contractors, (vi) Court users, and (vii) members of the general public. Before such time as the LA-RICS Facility becomes operational, LA-RICS Authority shall provide appropriate signage and warning of radio-frequency energy in compliance with federal, state, or local laws.

38.05 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 LA-RICS Site and within a distance of fifty (50) feet thereof, and LA-RICS Authority and Owner shall prevent any accumulation thereof from occurring.

38.06 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 LA-RICS Site from theft, burglary, or vandalism, provided written approval for installation thereof is first obtained from Owner. Owner shall be responsible for securing the Real Property.

#### **39. NON-AVAILABILITY OF FUNDING**

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

#### **40. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE**

Licensee is hereby informed and acknowledges the following:

40.01 By entering into this Amended and Restated Agreement and becoming a licensed user of the LA-RICS Site, LA-RICS-Authority may become entitled to receipt of "relocation assistance benefits" ("**Relocation Benefits**") pursuant to the Federal Uniform Relocation Assistance Act (42 USC sections 4601 et seq.) and/or the California Relocation Assistance Law (Cal. Gov. Code sections 7260 et seq.) (collectively, the "**Relocation Statutes**"), should Owner at some time make use of the LA-RICS Site in such a way as to "displace" LA-RICS Authority from the LA-RICS Site. Pursuant to the Relocation Statutes, Owner may then be obligated to make such payments to LA-RICS Authority even where such displacement of LA-RICS Authority does not otherwise constitute a breach or default by Owner of its obligations hereunder.

40.02 Under the Relocation Statutes in effect as of the date of this Amended and Restated Agreement, Relocation Benefits may include payment to such a "displaced

person" of (A) the actual and reasonable expense of moving himself, herself and a family, business or farm operation, including personal property, (B) the actual direct loss of reestablishing a business or farm operation, but not to exceed \$10,000, or (C) payment in lieu of moving expenses of not less than \$1,000 or more than \$20,000.

40.03 In consideration of Owner's agreement to enter into this Amended and Restated Agreement, LA-RICS Authority hereby waives any and all rights it may now have, or may hereafter obtain, to Relocation Benefits arising out of Owner's assertion or exercise of its contractual rights to terminate this Amended and Restated Agreement pursuant to its terms, whether or not such rights are contested by LA-RICS Authority or any other entity, and releases Owner, Court and County from any liability for payment of such Relocation Benefits; provided, however, that Licensee does not waive its rights to Relocation Benefits to the extent that Licensee's entitlement thereto may arise out of any condemnation or pre-condemnation actions taken by the United States or any other public agency with respect to the LA-RICS Site or as otherwise expressly set forth in this Amended and Restated Agreement. LA-RICS Authority shall in the future execute any further documentation of the release and waiver provided hereby as Owner may reasonably require.

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

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

41.02 LA-RICS Authority shall establish an identification system for each of its personnel assigned to service the LA-RICS 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.

#### **42. BANKRUPTCY**

Owner and LA-RICS Authority hereby expressly agree and acknowledge that it is the intention of both parties that in the event that during the term of this Amended and Restated 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 Amended and Restated 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).

**43. SUCCESSORS AND ASSIGNS**

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

**44. SEVERABILITY**

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

**45. INTERPRETATION**

Unless the context of this Amended and Restated 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.

**46. ATTORNEYS' FEES.**

The prevailing party in any litigation or other proceeding brought to enforce this Amended and Restated Agreement will be entitled to recover its reasonable attorneys' fees, costs, and expenses in connection with such litigation or other proceeding from the other party.

**47. ENTIRE AGREEMENT**


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

**[SIGNATURES ON NEXT PAGE]**

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

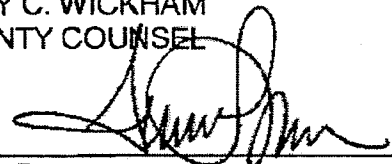
THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

A California Joint Powers Authority


By:   
Print Name: JOHN RADCLIFF  
Its: INTERIM EXECUTIVE DIRECTOR

APPROVED AS TO FORM:

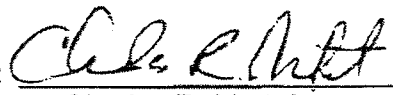
MARY C. WICKHAM  
COUNTY COUNSEL

By:   
Deputy FOR AMY CAVES

JUDICIAL COUNCIL OF CALIFORNIA

By:   
Name: Stephen Saddler  
Title: Manager, Business Services  
Date: 4/26/16

APPROVED AS TO FORM:  
Judicial Council of California,  
Legal Services

By:   
Name: Charles R. Martel  
Title: Attorney  
Date: April 25, 2016

## EXHIBIT A

### SITE LIST

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code	Type of Installation
CCT	Foltz Criminal Justice Center	State of California	210 West Temple	Los Angeles	CA	90002	LA-RICS Site

## **EXHIBIT B**

### **EQUIPMENT LIST**

#### **Foltz Criminal Courthouse (CCT)**

##### **LTE Equipment:**

- LTE Antennas and line
- Antenna Support Hardware
- Microwave Dish
- Power 0 connected to House Power and Building Back-up Generator
  - 1 Automatic Transfer Switch
  - 2 Electrical H Frame
- RBS Radio Cabinet
- BBS Radio Battery Cabinet
- TMR Microwave Cabinet
- BBS Microwave Battery Cabinet
- MPLS Site Router

##### **LMR Equipment:**

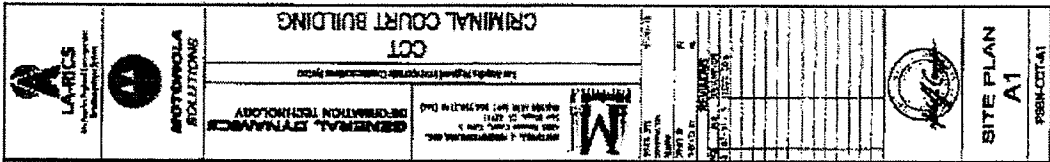
*(Based on construction of a shelter within the mechanical room, using rooftop mounts for the antennas)*

- Antenna Mounts
- Antenna System hardware (TTA), LMR/ Microwave
  - LMR Antennas (4 Receive, 3 Transmit) – 7 Total
  - Microwave Dishes – 2 each
  - Transmission and coax lines
- Construct an Equipment Room (Shelter) within the North-east Fan room
- Utilize Existing Generator, subject to load study analysis
- Propose new DC System for RF equipment
- Five (5) LMR Radio Racks consisting of:
  - DTVRS 700 MHz and UHF Base Radios
  - Routers and switches
  - Combiners & Multicouplers
  - Microwave Equipment
- DC Power System Rack, and Battery Plant (35.58"W x 77.96"H x 26.25"D (qty. 1)) for LMR

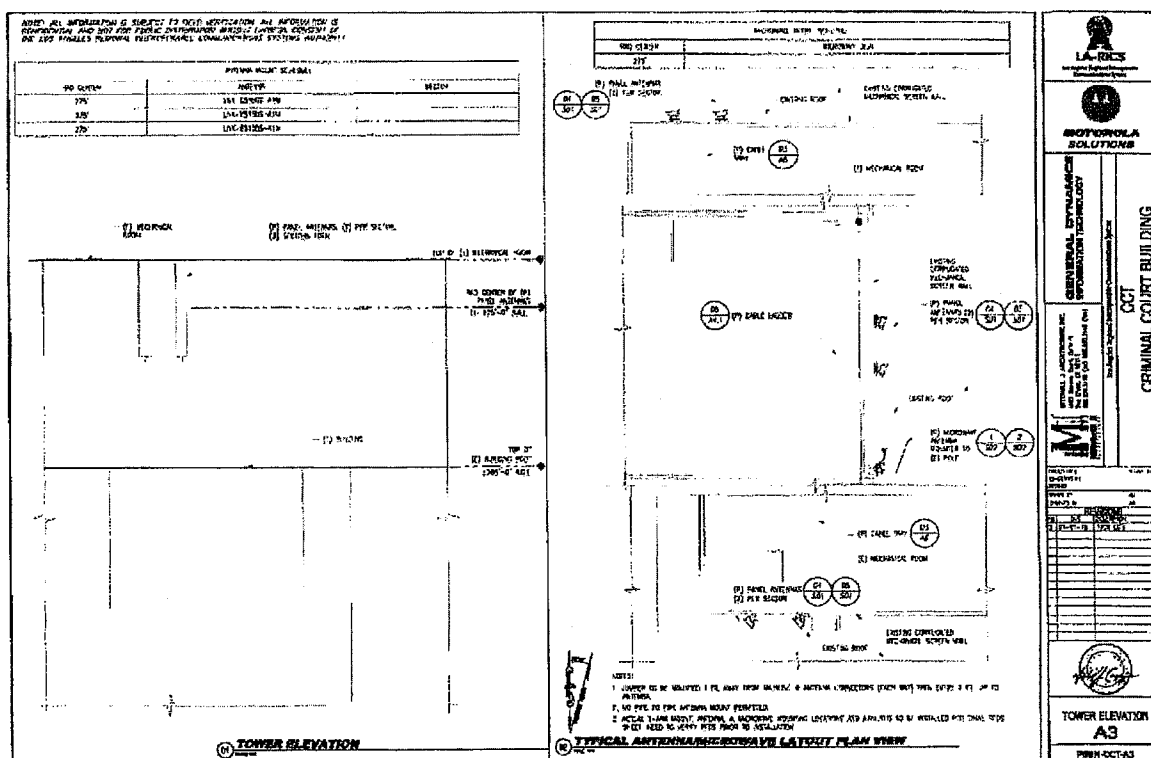





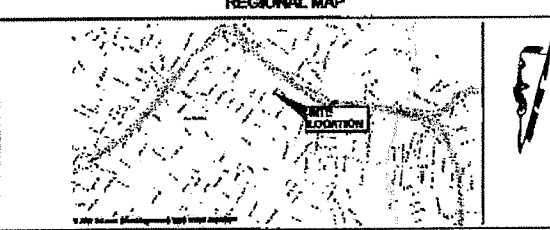
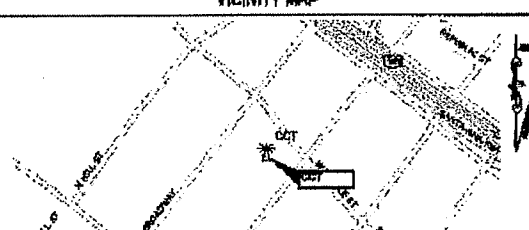
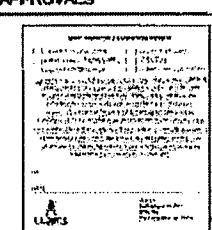
**EXHIBIT C**  
**SITE PLAN AND ACCESS ROUTE**

**[TO BE INCORPORATED BY REFERENCE]**

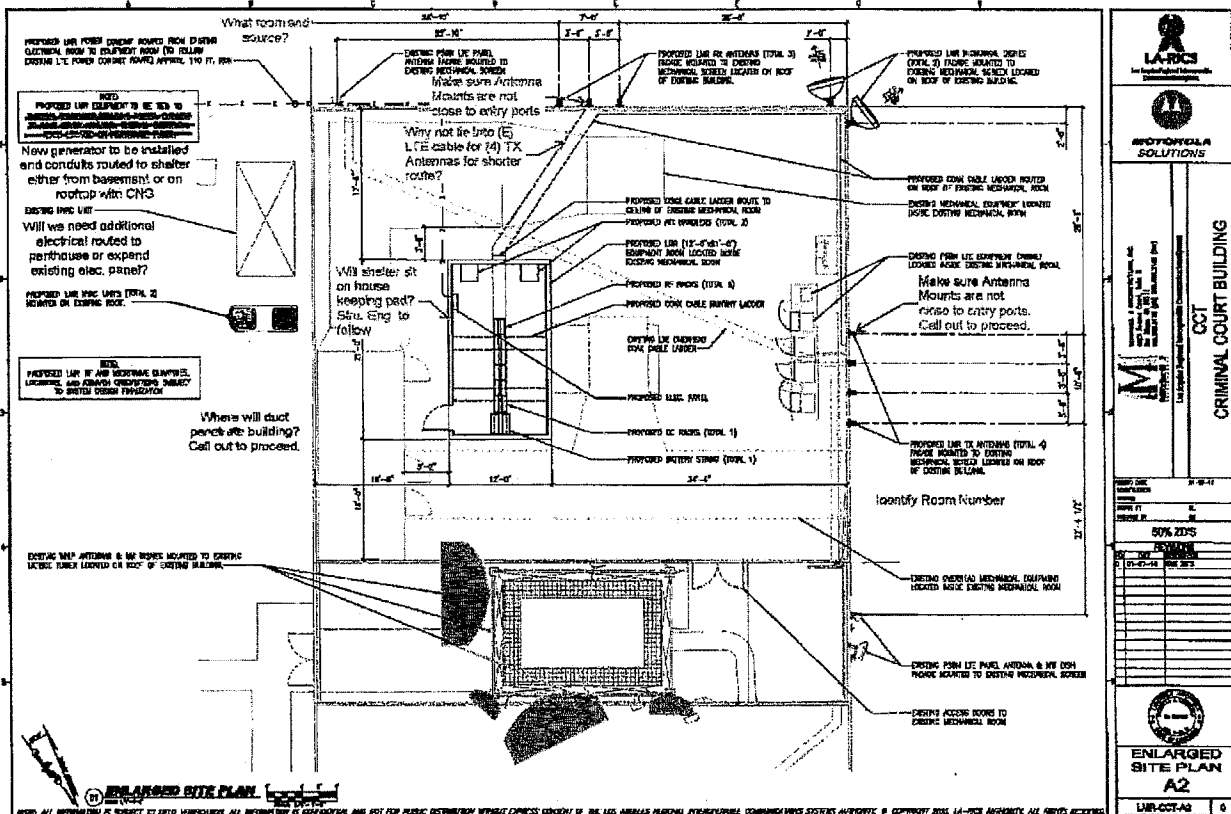






<b>SITE DATA</b> <b>SITE INFORMATION</b> COUNTY: LOS ANGELES COUNTY JURISDICTION: CITY OF LOS ANGELES DISCIPLINE: IT ADDRESS: 3161-001-015 A.P.N.: USE: MARKED PUBLIC SAFETY TELECOMMUNICATIONS FACILITY FLOOD ZONE: X LAND OWNER: STATE OF CALIFORNIA PROJECT NAME: 50% Zoning Review 2/3/2016 (PRINTED ONCE SITE IS DETERMINED) DUE TO TWO TIMES PER MONTH (TWOX) COMMENTS: MONITOR TO BE INSTALLED WITHIN DESIGNATED SHELTER/ROOM ARE CELL-PULLER AND DO NOT REQUIRE SPECIAL VENTILATION BECAUSE WITHIN THE SHELTER/ROOM VENTILATION ATTACHED TO EXTERIOR WALLS	 <b>LA-RICS</b> Los Angeles Regional Interoperable Communications System <b>LMR</b> SITE NAME <b>CCT</b> <b>CRIMINAL COURT BUILDING</b> SITE ADDRESS <b>210 W. TEMPLE ST.,          LOS ANGELES, CA 90012</b>	<b>PROJECT TEAM</b> PROJECT MANAGER: MICHAEL A. BOUTON 708 S. TULSA ST., SUITE 1000 LOS ANGELES, CA 90012 CONTACT: LEO KUTSUKIAN CELL: 323-920-8170 EMAIL: leo.kutsukian@lricsonline.com SITE SUPERVISOR/INCHARGE: MICHAEL A. BOUTON 708 S. TULSA ST., SUITE 1000 LOS ANGELES, CA 90012 TEL: 323-920-8170 FAX: 323-920-8170 CONTACT: MICHAEL BOUTON (PROJECT NUMBER) SUPERVISOR: CAL VERA BOUTON, P.E. 111 42ND ST., SUITE 205 CORONA, CA 92630 TEL: 951-262-0070 FAX: 951-262-0070 TOLL FREE: 800-547-0474 www.la-rics.com	<b>SHEET INDEX</b> <table border="1"> <thead> <tr> <th>SHEET NO.</th> <th>DESCRIPTION</th> <th>REV.</th> </tr> </thead> <tbody> <tr> <td>T1</td> <td>TITLE SHEET</td> <td>0</td> </tr> <tr> <td>A1</td> <td>SITE PLAN</td> <td>0</td> </tr> <tr> <td>A2</td> <td>CHARGED SITE PLAN</td> <td>0</td> </tr> <tr> <td>A3</td> <td>EXTERIOR ELEVATIONS</td> <td>0</td> </tr> <tr> <td>A4</td> <td>EXTERIOR ELEVATIONS</td> <td>0</td> </tr> </tbody> </table>	SHEET NO.	DESCRIPTION	REV.	T1	TITLE SHEET	0	A1	SITE PLAN	0	A2	CHARGED SITE PLAN	0	A3	EXTERIOR ELEVATIONS	0	A4	EXTERIOR ELEVATIONS	0	  CRIMINAL COURT BUILDING CCT
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A4	EXTERIOR ELEVATIONS	0																				
<b>UTILITIES</b> SEE CUSTOMER SERVICE 1-800-850-4329 SEE CONTACT: JALIN TULIN TEL: 323-920-8170 ALL WIRE INSPECTION REQUEST EMAIL: info@lricsonline.com	<b>CENTER OF TOWER</b> LATITUDE: 34°02'17.7" N LONGITUDE: 118°11'30.1" W ELEVATION: 871 FT. RL NAD 83	<b>APPLICANT</b> OWNER: LA-RICS PROJECT TEAM 2525 COMPOSITE PLACE, SUITE 200 MONTEREY PARK, CA 91754 CONTACT: AL FRED ROTE CELL: (310) 920-8170 EMAIL: fred@lricsonline.com		50% ZONING REVIEW 2/3/2016																		
<b>REGIONAL MAP</b>  <b>DRIVING DIRECTIONS</b> FROM THE LA-RICS OFFICE (2525 COMPOSITE PLACE, SUITE 200 MONTEREY PARK, CA 91754) 1. FROM WEST ON COMPOSITE PL. TOWARD COMPOSITE CENTER DR. 2. TURN RIGHT ONTO COMPOSITE CENTER DR. 3. TURN LEFT ONTO W. TULSA ST. 4. TURN RIGHT ONTO CORONA ST. 5. TURN LEFT TO MONTE SOTO 1-12 WEST 6. WHEN THE STATE ST. EXIT ON THE LEFT 7. TURN RIGHT ONTO EAST DESAM I. CHAVEZ AVE. 8. TURN LEFT ONTO W. ALAMEDA ST. 9. TURN RIGHT ONTO W. LOS ANGELES ST. 10. TURN RIGHT ONTO W. TEMPLE ST. PARKING AT 210 W TEMPLE ST., LOS ANGELES, CA 90012	<b>VICINITY MAP</b>  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 SYSTEM AUTHORITY. © COPYRIGHT 2016, LA-RICS AUTHORITY. ALL RIGHTS RESERVED.	<b>APPROVALS</b>  MOTOROLA PROJECT MANAGER: DATE LA-RICS AUTHORITY: DATE	<b>TITLE SHEET</b> T1 LMR-CCT-T1 0																			











## EXHIBIT D

### ACCESS PROCEDURE

All access requests will be coordinated by Owner's Customer Service Center (CSC).  
To initiate a request for access LA-RICS Authority will:

1. Complete Part of owner's "Request for Building Access" form (copy attached) and email to [csc@jud.ca.gov](mailto:csc@jud.ca.gov);  
AND
2. Call the CSC at 888-225-3583

#### **Non-Emergency Access Requests**

Access requests for regular, scheduled service or maintenance must be called in and e-mailed to the CSC, at least 72 hours in advance of the requested service date. LA-RICS Authority will need to identify its approved representatives in advance including employees and agents of the LTE Vendor, the LMR Vendor and their respective Authorized Agents as defined in section 1.03 of the Amended and Restated Agreement. Permission to enter the Licensed Premises will be given to LA-RICS Authority-approved representatives only, upon evidence of property identification. LA-RICS Authority's representatives will not be permitted to enter any non-public area of the property, including any non-public portion of the access route, at any time without a Judicial Council designated or approved escort. Any work which would reasonably disrupt court operations in any way will need to be scheduled after hours. Upon entry to the Licensed Premises, LA-RICS Authority will sign and date Owner's "Request for Building Access" form (see attached) when presented. Upon completion of the work, Owner will bill LA-RICS Authority for those costs incurred by Owner identified below in providing the escort. LA-RICS Authority will be expected to pay the invoice within 30 days following receipt. Owner will charge, and LA-RICS Authority agrees to pay for such Judicial Council escort at Owner's standard hourly rate for any portion of any regular scheduled service call. The current standard rate is \$75.00 per hour for regular Court business hours of 8AM-5PM Monday through Friday and \$150.00 per hour for any scheduled service call that occurs outside of regular Court business hours, and is subject to adjustment at any time, upon 30 days' prior written notice. Any missed appointment scheduled to begin during regular Court business hours or outside of regular Court business hours will be charged as one hour of time at the standard applicable rate.

#### **Non-Scheduled Emergency Service Calls**

Access requests for emergency service or maintenance must be called in and e-mailed to the CSC. Emergency appointments will be coordinated by the CSC within (2) hours after receipt of a request for access. Permission to enter the Licensed Premises will be given to LA-RICS Authority-approved representatives only, upon evidence of proper identification. LA-RICS Authority's representatives will not be permitted to enter any non-public area of the property, including any non-public portion of the access route, at any time without a Judicial Council-designated or approved escort. Any work which might disrupt court operations in any way will need to be scheduled outside Court business hours. Upon entry to the Licensed Premises, LA-RICS Authority will sign and date Owner's "Request for Building Access" form (see attached) when presented. Upon completion of the work, Owner will bill LA-RICS Authority for those costs incurred by Owner identified below in providing the escort. LA-RICS Authority will be expected to pay the invoice within 30 days following receipt. Owner will charge, and LA-RICS Authority agrees to pay for such Judicial Council escort at Owner's standard hourly rate for any portion of any non-scheduled emergency service call that occurs. The current standard rate is \$75.00 per hour for regular Court business hours of 8AM-5PM Monday through Friday and \$150.00 per hour for any scheduled service call that occurs outside of regular Court business hours and is subject to adjustment at any time upon 30 days' prior written notice. Any missed appointment for a non-scheduled emergency service call scheduled to begin during regular Court business hours or outside of regular Court business hours will be charged as four hours of time at the standard applicable rate.

**Request for Access**

Rev &amp; 03-04-2015

Please submit form to [CSO@jud.ca.gov](mailto:CSO@jud.ca.gov)

Please also call 559-225-5555

**JUDICIAL COUNCIL  
OF CALIFORNIA**ADMINISTRATIVE DIVISION  
REAL ESTATE AND FACILITIES MANAGEMENT**Section 1 - To be Completed by Outside Entity (OE) or OE Representative (All fields in Section 1)**

<b>Check all that apply:</b>	<b>Is this telecom related work?</b> <input type="checkbox"/>	<b>Bldg. Access for routine maintenance</b>	<b>Site Modification / Plan Approval</b> <input type="checkbox"/>	<b>Regular Hrs</b> (M-F 8am-5pm, excl. holidays) <input checked="" type="checkbox"/>	<b>After-Hrs/Weekends</b> <input type="checkbox"/>
------------------------------	--	---	--	--	---

<b>Building Address:</b> (Street & City)	
<b>Today's Date:</b>	
<b>OE/Cell Site Company Name:</b>	
<b>Cell Site Number (ANA if not applicable):</b>	
<b>Requestor's Name, Cell No. &amp; E-mail:</b>	
<b>Name of Company Requesting Access:</b>	
List below all personnel requiring access.	

**Scope of Work**Provide a detailed description of work to be performed, including location (i.e., roof-top, parking lot, etc.) and estimated project

<b>Estimated Project Cost:</b>	<b>Description of Work:</b>
<b>Location:</b>	
Generational Upgrade: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Battery Repair/Replace: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Antenna Repair/Replace: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Back/Bus: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Other: Yes <input type="checkbox"/> No <input type="checkbox"/>	

<b>Requested Access Date(s)</b>	<b>Estimated Start &amp; Stop Time(s)</b>

**Section 2 - To be completed by Judicial Council's FMU (or FMU's Service Provider)**

<b>Judicial Council Bldg. ID:</b>	<b>Service Work Order No. (SWO):</b>	
<b>Organization Providing Escort/Access:</b>		
<b>Total No. of Hours:</b>		
<b>Access Date(s)</b>	<b>Start Time(s)</b>	<b>Stop Time(s)</b>

<b>Outside Entity Signoff:</b>	<b>Judicial Council Signoff:</b>

## **LTE SITE ACCESS AGREEMENT**

**THIS SITE ACCESS AGREEMENT** ("Agreement"), is made and entered into in duplicate original this 17<sup>th</sup> day of July, 2015,

**BY AND BETWEEN**

**JUDICIAL COUNCIL OF CALIFORNIA,**  
hereinafter referred to as "Owner"

**AND**

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

### **RECITALS:**

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

**WHEREAS,** Owner owns certain real property hereto with a street address of 210 West Temple Street, Los Angeles, California 90012 more fully described on the exhibit attached hereto as Exhibit A (the "Real Property") and the building located thereon known as the Clara Shortridge Foltz Criminal Justice Center (the "Building"); and

**WHEREAS,** the Building is occupied and used as a trial court facility by the Superior Court of California, County of Los Angeles (the "Court") and for general office purposes by the County of Los Angeles (the "County"); and

**WHEREAS,** Owner is willing to permit use of a portion of the rooftop of the Building by the LA-RICS Authority for use as a Long Term Evolution broadband ("Broadband" or "LTE") communication site; and

**WHEREAS** the: (a) LA-RICS Authority has retained Motorola ("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 ("LTE Vendor") to design and construct a regional interoperable Broadband telecommunications system as a part of the LA-RICS; (c) the federal First Responder Network Authority may, or may not retain one or more vendors (collectively, the "First Net Parties"), to design and construct a national interoperable Broadband telecommunications system of which the LA-RICS may be a part; and (d) 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 (the LA-RICS Authority, the LMR Vendor, the LTE Vendor, the First Net Parties, the LA-RICS Authority's member agencies and their respective elected and appointed officials, directors, employees, agents and representatives may hereafter be referred to as the "LA-RICS Parties"); and

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

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

**1. LTE SITE: LICENSE**

1.01 Owner hereby licenses to the LA-RICS Authority and LA-RICS Authority hereby accepts from Owner on the terms and conditions set forth herein, approximately 1000 square feet of space on the rooftop of the Building, together with all necessary space and rights for utilities, as depicted on the drawings attached hereto as Exhibit A and incorporated herein by this reference (the "LTE Site") to be used solely for the Permitted Activities (defined below).

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

1.03 LA-RICS Authority, the LTE Vendor, and/or any other agents of LA-RICS Authority identified in writing by the LA-RICS Authority to Owner not less than 48 hours in advance of any attempted access to the Real Property (each an "Authorized Agent") may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the LTE Site at the LA-RICS Authority's expense in accordance with all of the terms and conditions of this Agreement.

1.04 LA-RICS Authority hereby acknowledges the title or other legal right of possession of Owner or its successors in the Real Property and covenants and agrees never to assail, contest, or resist said title. It is understood and agreed that LA-RICS Authority, by the acceptance of this Agreement and the grant of rights herein, and by LA-RICS Authority's use and occupancy of the LTE Site for the sole purpose set forth above and no other, has not acquired and will not acquire at any time in the future any property rights or interest in or to the LTE Site, the Building, or any other part of the Real Property, and LA-RICS Authority does not have nor will it ever obtain any right or

claim to the continued use of the LTE Site or any other part of the Real Property beyond those specifically given in and by this Agreement.

1.05 Ownership of the LTE Facility (defined below) and all other alterations, additions or betterments thereto shall remain with the LA-RICS Authority or with its federal grantor (NTIA) or other agency which could become the successor title holder under applicable LA-RICS grant agreements or other similar documents. The LA-RICS Authority may remove any of its own improvements to the Real Property at any time during the term of the Agreement, and, subject to section 17 below, Owner hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

## **2. PURPOSE AND USE**

2.01 The sole purpose of this Agreement is to allow the LA-RICS Authority to use the LTE Site for the installation, operation, maintenance, and repair of a Broadband communication facility. The LA-RICS Authority, the LTE Vendor, and/or any other agents of LA-RICS Authority identified by the LA-RICS Authority in writing not less than 48 hours in advance of any attempted access to the Real Property: (a) subject at all times to the requirements of section 3 below, shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS Authority's LTE communications system, which consists of the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference (the "LA-RICS Facility"), and (b) subject at all times to the access requirements set forth in section 13 below and Exhibit D, shall be allowed access over, through and across each site comprising the Real Property for ingress to and egress from the applicable LTE Site 24 hours per day, 7 days per week. Each LTE Site shall be used only for the purposes authorized by this Section 2.01, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

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

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

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

3.01 The LA-RICS Authority shall furnish and submit to Owner copies of project plans and specifications (along with any other information reasonably requested by Owner) for the LA-RICS Facility to be constructed at the LTE Site at the 50%, 75%, and 100% stages of design development, for Owner's review and approval. LA-RICS

Authority agrees to discuss with Owner any Owner concerns regarding the proposed plans and to address such concerns prior to implementation of said plans.

3.02 Upon Owner's approval of the final site plan for the LA-RICS Facility at the LTE Site, such final site plan will be deemed incorporated herein by reference as Exhibit C (Site Plan).

3.03 The LA-RICS Authority represents and warrants 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 County's operating mode). Owner and the LA-RICS Authority agree that the LA-RICS Authority will comply with the Building Code requirements of the governmental authority having jurisdiction over the Real Property and will seek only those governmental approvals that would normally apply to County as an occupant and user of state-owned real property. Notwithstanding the foregoing, the parties agree that their cooperation in addressing any concerns raised by Owner is essential to the success of the LA-RICS project and that accordingly all such concerns will be addressed to Owner's satisfaction throughout the LTE Site plan approval process, as described in this Section 3 (Approvals/Design Review) and in Section 8 (Alterations).

3.04 Prior to the commencement of construction and installation of the LTE Facility, including any and all modifications thereto, and at all times thereafter, LA-RICS Authority will: (i) procure, maintain and comply with all permits, licenses, variances, authorizations and approvals required under applicable laws, rules and regulations of the jurisdiction in which the Real Property is located and any other governmental and quasi-governmental authorities having appropriate jurisdiction over the Real Property; (ii) conform to and comply with all applicable laws, rules and regulations, including those of the Federal Communications Commission, all Hazardous Materials (defined below) requirements, all State Fire Marshal Requirements, all marking and lighting requirements of the FAA and the California Occupational Safety and Health Administration; (iii) provide to Owner copies of all permits, licenses, variances, authorizations and approvals obtained pursuant to this section and all insurance required hereunder; (iv) comply with all screening or other covering requirements that Owner may, in its reasonable discretion, require in order to camouflage or conceal all or any part of the LTE Facility visible from the street level below and that are not otherwise required by the permitting jurisdiction; and (v) comply with the other applicable terms and conditions contained herein including but not limited to the interference prohibitions set forth herein.

3.05 Should ministerial permits be required, Owner shall process such permits within its jurisdiction with commercially reasonable diligence. The LA-RICS Authority may perform and obtain, at the LA-RICS Authority's sole cost and expense, engineering reports, environmental investigations or other tests or reports on, over, and under each

LTE Site to the extent necessary to proceed with design, construction, or for compliance with the California Environmental Quality Act and/or the National Environmental Policy Act, and/or to determine if the LA-RICS Authority's use of the LTE Site will be compatible with the LA-RICS Authority's engineering specifications and design and operational requirements provided that all access to the Real Property required for such reports, investigations and other tests (i) must be scheduled in advance with Owner, (ii) will be subject to the access restrictions and requirements set forth in Section 13 below, and (iii) LA-RICS Authority will repair and restore any damage caused to the Real Property in the course of completing any such reports, investigations or other tests. Owner shall work cooperatively and expeditiously with the LA-RICS Authority to complete review and approval of any project plans and specifications, so as not to delay the design and construction of the LA-RICS Facility.

3.06 Prior to the submission of any plans and specifications by LA-RICS Authority to Owner pursuant to section 3.01 above or section 6 below for a construction project for which a permit is required under the applicable building code, the LA-RICS Authority shall pay to Owner a non-refundable fee in the amount of \$3,500 in order to compensate Owner for the cost of: (i) the construction plan review required by this Agreement; (ii) permit applications if and to the extent Owner is the permitting authority; (iii) inspection, testing and approvals required or permitted by this Agreement; and (iv) Owner-provided escorts otherwise payable pursuant to Section 13 and Exhibit D below.

#### **4. TERM**

4.01 The initial term ("Initial Term") of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and end ten years thereafter on JULY 27, 2025 ("Original Term"), subject to early termination (including without limitation Owner's right to terminate pursuant to Section 28 (Default) hereof, or any options to extend, as set forth in this section.

4.02 Licensee shall have the right to extend its rights under the Agreement beyond the Original Term for two additional successive optional extension terms of five years each on the same terms, covenants and conditions (except as to the number of remaining option terms) as are contained in this Agreement (each, an "**Extension Term**") upon the giving of written notice thereof no less than 120 days prior to the end of the Original Term or Extension Term then ending, as the case may be.

4.03 Notwithstanding the foregoing, either Party may terminate this Agreement upon the giving of 180 days prior written notice for any reason or for no reason.

#### **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**

Owner shall have the opportunity to review and approve all project plans and specifications for the LA-RICS Authority's proposed alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements) after LA-RICS Authority's initial installation of the LA-RICS Facility on the LTE Site. In addition, Owner shall have the right to inspect said equipment and the LTE Site at any time during and after installation upon not less than 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, with the right to require an LA-RICS Authority representative to accompany Owner during any such inspection of or access to a LTE Site. The LA-RICS Authority shall not commence installation of equipment or alteration of a LTE Site, or any portion thereof, until Owner has reviewed and approved the plans and specifications as provided in Section 3 above. Owner's review and approval of the plans shall not release the LA-RICS Authority from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The LA-RICS Authority shall be responsible for notifying Owner and all other relevant parties immediately upon discovery of such omissions and/or errors. The LA-RICS Authority shall not cause or permit any change of any equipment installed by the LA-RICS Authority on a LTE 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 Owner has been provided an opportunity to review and approve into such plans and specifications. Owner may, in its sole and absolute discretion, reject any request to approve installation of any new, replacement, or additional equipment or fixture that requires any puncture of the roof, or any other part of the Building's waterproof seal unless the LA-RICS Authority consents to utilizing Owner's designated roofing company so as to maintain any such warranty with respect to such work.

## **7. INSTALLATION**

7.01 LA-RICS Authority shall install the LA-RICS Facility at the LTE Site at its own expense and risk as approved by Owner in accordance with the terms hereof, and such installation and subsequent operation of the LA-RICS Facility shall not cause radio frequency interference with equipment, transmission or reception (operated currently or in the future) by Owner. LA-RICS Authority and/or its agent shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. Each component of the LA-RICS Facility shall be clearly identified with LA-RICS Authority's and, as applicable, member agency, LTE Vendor, and/or First Net Party's name, address, telephone number, Federal Communications Commission ("FCC") Agreement and frequencies in use. Such identification shall be attached to each component of the LA-RICS Facility in plain view.

7.02 LA-RICS Authority agrees that Owner may grant the use of any unused portion of the Real Property to any third party for the purpose of installing communications transmitting/receiving equipment, so long as such uses do not conflict

or interfere with LA-RICS Authority's operations as provided for pursuant to this Agreement, in existence at the time the prospective third party installs its communications transmitting/receiving equipment. Any third party granted rights by Owner shall be required to comply with all applicable noninterference rules of the FCC.

7.03 Owner reserves the right, at its expense, to install on the Real Property, including without limitation within the LTE Site, its own communications shelter, telecommunication equipment, and appropriate tower space for telecommunications and/or microwave (collectively, the "Owner Facilities"). LA-RICS Authority and Owner agree to make commercially reasonable efforts at no cost to Owner to resolve any radio frequency interference issues with equipment, transmission or reception caused by the installation of Owner Facilities.

7.04 LA-RICS Authority accepts the LTE Site in an "as is" condition as of the date of full execution of this Agreement. LA-RICS Authority shall have the right to finance and construct approved equipment and related improvements on the LTE Site at LA-RICS Authority's sole cost and expense, except as may be provided otherwise by other agreements but in no event at any cost or expense to Owner. Following the construction and installation of LA-RICS Authority's infrastructure, shelter, equipment, and related improvements, and subject to sections 6 and 8 herein, LA-RICS Authority may thereafter, at its sole cost and expense, perform construction, maintenance, repairs, and replacements of its equipment as necessary and appropriate for its ongoing business and subject to Owner's prior approval rights in sections 3 and 6 above has the right to do all work necessary to prepare, modify and maintain the LTE Site to accommodate LA-RICS Authority's infrastructure, shelter, equipment, and related improvements and as required for LA-RICS Authority's operations of the LA-RICS Facility at the LTE Site, including any structural upgrades required to accommodate LA-RICS Authority's infrastructure, shelter, equipment, and related improvements on the LTE Site. Notwithstanding the foregoing or any other provision of this Agreement, LA-RICS Authority shall not install, remove or replace any fixtures or other equipment from the rooftop of the Building or take any other action whatsoever which could adversely affect the integrity of the watertight seal of the rooftop without the specific prior written consent of Owner, and, in Owner's reasonable discretion, participation in such activity by Owner or Owner's designated contractor all at LA-RICS Authority's sole cost and expense.

7.05 Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LTE Site, LA-RICS Authority shall provide Owner with as-built drawings of the LA-RICS Facility ("As-Builts"). Such As-Builts shall include the location of any of LA-RICS Authority shelters, cabinets, grounding rings, cables, and utility lines associated with LA-RICS Authority use of the LTE Site in CAD and PDF formats. Upon receipt of the As-Builts by Owner, the As-Builts shall be deemed incorporated herein by reference as updates to Exhibit C (Site Plan). In the event that LA-RICS Authority fails to deliver the As-Builts as required by this section within ten business days of receipt of written notice, Owner may cause such As-Builts to be prepared on behalf of LA-RICS Authority and Owner shall assess a fee for such As-Builts, the cost of which shall

become immediately due and payable to Owner upon invoice accompanied by supporting documentation of such fee.

#### **8. ALTERATIONS**

LA-RICS Authority shall make no renovations, alterations or improvements to the LTE Site or the Real Property other than to install, maintain, replace and operate the LA-RICS Facility in accordance with the documentation attached hereto as Exhibits A (Site List), B (Equipment List), and C (Site Plan) and/or as permitted elsewhere herein, without prior written approval by Owner, 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: (a) make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements after providing notice to Owner and obtaining Owner's written consent, and (b) perform any alterations or modifications that may be required pursuant to the Spectrum Manager Lease Agreement between LA-RICS Authority and the First Net Parties dated July 1, 2013 (the "Spectrum Lease Agreement"), or that may be required as a result of FCC rules or regulations, after providing notice to Owner so long as such alterations or modifications do not increase the overall size or weight of the LA-RICS Facility. LA-RICS Authority agrees to submit to Owner, for review, all plans and specifications, working drawings, and other information reasonably required by Owner covering proposed alterations or modifications by LA-RICS Authority. All work to be done by LA-RICS Authority shall be performed in accordance with the plans provided to Owner and shall, where required, be subject to inspection by the building inspector having jurisdiction over the Building.

#### **9. MAINTENANCE**

The LTE Site shall be kept neat and clean by LA-RICS Authority and ready for normal use by Owner and other users. Should LA-RICS Authority fail to accomplish this, following 30 days written notice from Owner, Owner may perform the work and LA-RICS Authority shall pay the cost thereof upon written demand by Owner.

LA-RICS Authority shall be responsible for the timely repair of all damage to the LTE Site or the Real Property caused by the LA-RICS Authority, its employees, agents or business vendors, including without limitation the LTE Vendor. Should LA-RICS Authority fail to promptly make such repairs after 30 days written notice from Owner, Owner may have repairs made and LA-RICS Authority shall pay the cost thereof upon written demand by Owner.

#### **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 applicable Building Code.

All construction activity must be scheduled so as not to disturb or interfere in any way with Court or County operations on the Real Property which LA-RICS Authority acknowledges may require that some or all construction activity be conducted outside of Court business hours. LA-RICS Authority will contact Owner not less than 48 hours prior to commencement of construction activities. All of the access restrictions and escort requirements set forth in Section 13 apply to all construction activities. LA-RICS Authority will permit Owner, its employees, agents, or contractors to inspect the LTE Site and LTE Facility while in the course of construction to conduct inspections, testing, and approvals of the work. The installation work will remain accessible and exposed for inspection until approved by the Owner and/or other jurisdiction having authority for any element of the installation. The Owner shall not be liable for any expense entailed in the removal or replacement of any material or equipment required to allow inspection.

Notwithstanding the foregoing or any other provision of this Agreement, LA-RICS Authority shall not install, remove or replace any fixtures or other equipment from the rooftop of the Building which would adversely affect the integrity of the rooftop without the specific prior written consent of Owner, and, in Owner's sole and absolute discretion, participation in such removal and restoration of the rooftop by Owner or Owner's designated contractor all at LA-RICS Authority's sole cost and expense provided such costs are commercially reasonable given current industry standards.

LA-RICS Authority shall remove any debris to the extent resulting from maintenance, operation and construction on the LTE Site by LA-RICS Authority, its agents or contractors (including without limitation the LTE Vendor). In the event that LA-RICS Authority fails to remove such debris from the LTE Site, Owner shall provide written notice to LA-RICS Authority and allow LA-RICS Authority five business days after receipt of notice to remove such debris. After the expiration of such five business day period, Owner shall cause such debris to be removed and invoice LA-RICS Authority for the reasonable costs of said removal.

## **11. OTHER OPERATIONAL RESPONSIBILITIES**

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

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

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

(c) Conduct the Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the Real Property by Owner or the

public, except as herein permitted, and remove any agent, invitee or employee who fails to conduct Permitted Activities in the manner heretofore described.

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

## **12. RELOCATION**

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

(a) the Alternate Site: (i) is substantially similar to LA-RICS Authority's current LTE Site in size, (ii) is compatible with LA-RICS Authority's use pursuant to Section 2 hereof, (iii) meets with the requirements of Public Resources Code 21080.5 to qualify for the statutory CEQA exemption currently used for the LA-RICS Authority project, and (iv) does not interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment;

(b) Owner shall not be required to pay any costs incurred by LA-RICS Authority for relocation of LA-RICS Authority's equipment from the LTE Site to the Alternate Site;

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

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

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 and subject to Owner's prior written consent which may be given or withheld in Owner's sole and absolute discretion, provided that:

(a) the Alternate Site: (i) is substantially similar to LA-RICS Authority's current LTE Site in size, (ii) is compatible with LA-RICS Authority's use pursuant to Section 2 hereof, (iii) does not interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment, and (iv) does not interfere with any existing or planned future use of the Real Property by Owner or County, or any third party that either has installed, or has an agreement with Owner to install, communication equipment on the Real Property at the time of LA-RICS Authority's request to relocate to an Alternate Site;

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

(c) LA-RICS Authority shall give Owner at least six months written notice of the requested relocation.

### **13. ACCESS TO LTE SITE**

13.01 Subject to the limitations set forth in this section and Exhibits C and D, Owner hereby grants to the LA-RICS Authority, the LTE Vendor, and any Authorized Agent, a nonexclusive right to use, at its sole risk, during the Original Term and any Extension Term, the access which serves the LTE Site through the Building on the route shown on the drawing attached hereto as Exhibit C ("Access Route"). The LA-RICS Authority, on behalf of itself, the LTE Vendor, and any Authorized Agent, acknowledge and accept the present condition of the Access on an "as is" basis. All those individuals desiring to access the LTE Site for any purpose must be identified in advance and wear identifying badges at all times when present on the Real Property. No one may enter any non-public area of the Real Property including non-public portion of the Access Route at any time including in response to an emergency without an Owner escort. All those desiring to access the LTE Site for any purpose including all emergency and non-emergency service calls must follow the access procedures outlined in Exhibit D which procedures are subject to reasonable change by Owner from time to time. Licensee agrees to pay for such Owner escort for non-emergency and emergency service calls at the rates set forth in Exhibit D which rates are subject to change from time to time.

### **14. EMERGENCY ACCESS BY OWNER**

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

thirty (30) days of receipt of Owner's written request for Owner's actual costs to correct any deficiency that is corrected by Owner pursuant to this Section.

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

**15.01 No Interference.** LA-RICS Authority shall not use the LTE Site in any way which causes radio frequency ("RF") interference in excess of levels permitted by the FCC or otherwise interferes with the use of the Real Property by Owner, Court or County or their respective 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.

**15.02 Interference With Public Safety Systems.** In the event of any interference with any existing or future public safety-related systems, which is caused by LA-RICS Authority's equipment or operations, LA-RICS Authority shall be immediately notified by Owner of such interference. Following such notification, the parties will 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 causes interference with non-public safety-related systems of Owner, County or Court, written notice of such interference shall be provided to LA-RICS Authority. Following such notification, the parties will cooperatively discuss and reach agreement on how such interference will be resolved. Owner agrees that Owner, County or Court 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 wireless radio transmission and/or reception 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 Owner's electronic equipment during an emergency incident occurs, the LA-RICS Authority will immediately cease operation, transmission or further use of LA-RICS Authority's equipment until such time as the emergency incident or interference has ended but LA-RICS Authority shall be permitted to power up its equipment for intermittent testing with notice.

**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 LTE Site. LA-RICS Authority will immediately remedy its operations to comply with all such applicable laws, rules and regulations as they apply to its operations, individually and in the aggregate, including all applicable FCC and other applicable governmental RF emissions standards, but shall only be liable for any violations of such applicable standards to the extent arising solely from LA-RICS Authority's equipment alone and not in combination with others. Where LA-RICS Authority's equipment, in combination with other, exceed or violates such standards, LA-RICS Authority shall reasonably cooperate with Owner and with other relevant parties to mitigate such violations in a timely manner.

#### **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 LTE Site. If such installation is not feasible, as determined by Owner, LA-RICS Authority acknowledges and agrees that LA-RICS Authority nonetheless shall be responsible for any and all costs of utilities used by LA-RICS Authority, which costs will be invoiced by Owner 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 Owner, County, and Court and their respective elected and appointed officers, judicial officers, directors, employees and agents (the "Owner Parties") 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 occupancy and use of the LTE Site and the Access Route 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 LTE Vendor.

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

#### **18. INSURANCE**

18.01 Without limiting LA-RICS Authority's obligations to Owner, LA-RICS Authority, the LTE Vendor and any Authorized Agent entering onto the Real Property



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 Owner's Risk Manager, and on or before the effective date of this Agreement evidence of such programs satisfactory to Owner Risk Manager, shall be delivered to:

Judicial Council of California  
Capital Program  
Risk and Quality Compliance Unit  
455 Golden Gate Street, 8th Floor  
San Francisco, CA 94102  
Attention: Maria Topete, Risk Quality and Compliance  
E-mail: maria.topete@jud.ca.gov  
Fax: 415-865-8885

Such evidence shall specifically identify this Agreement and shall contain express conditions that Owner is to be given written notice at least thirty (30) days in advance of any modification or termination of any provisions of insurance and shall name Owner Parties as additional insureds (except for the Workers' Compensation Insurance). LA-RICS Authority may self-insure the insurance required under this Agreement, but if self-insured LA-RICS Authority will provide the Owner with verification of financial responsibility, and will require its contractors and their subcontractors to provide commercial insurance as required in the Section, and any additional insurance required by LA-RICS Authority of its contractor(s) and/or subcontractor(s), shall name each of Owner Parties as an additional insured.

(a) Commercial General Liability Insurance. A program of Commercial General Liability Insurance (and if required Excess Liability or Umbrella Liability insurance) for on LTE Site and the Real Property operations, which shall be primary to and not contributing with any other insurance or program of self-insurance maintained by the State of California, the Judicial Council of California, the Superior Court of California, County of Los Angeles, or the County of Los Angeles written on an occurrence form with limits of not less than \$2,000,000 per occurrence and a \$4,000,000 annual aggregate limit of liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, liability assumed under an insured contract. This insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought subject to the insurance policy limit of liability. The completed operations liability shall extend for the period of time of not less than three (3) years past the completion of the installation work, and shall be endorsed to name State of California, the Judicial Council of California, the Superior Court of California - County of Los Angeles, the County of Los Angeles, and their respective elected and appointed officials, judges, officers, and employees have been added as additional insureds, and shall include, but not be limited to:

(b) Automobile Liability insurance 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 performance of the installation work and in the removal or replacement of any material or equipment required to allow continued operations.

(c) Pollution Liability Insurance. Should any of LA-RICS Parties may bring onto, and use on or about the LTE Site kinds and amounts of Hazardous Materials required for operation of the LTE Facility, Pollution Liability Insurance with limits of not less than \$2,000,000 per occurrence and \$2,000,000 per location annual aggregate. The policy shall include coverage for bodily injury and property damage liability and clean-up costs at the LTE Site, the Building and the Real Property.

(d) Workers Compensation and Employers Liability. If applicable, a program of workers' compensation and employers liability 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. The employers liability insurance limits shall be not less than:

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

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

18.03 LA-RICS Authority, and any insurer providing insurance required under the terms of this Section 18, shall waive any right of recovery or subrogation it may have against the State of California, the Judicial Council of California, the Superior Court of California, County of Los Angeles, the County of Los Angeles, and their respective elected and appointed officials, judges, officers, and employees for direct physical loss or damage to the Work, or for any liability arising out of the Services performed by Contractor under this Contract.

18.04 All insurance policies required under this Section 18 shall contain a provision that coverage will not be materially changed or cancelled without thirty (30) days prior written notice to the Owner. Notice to the Owner of cancellation or material change is the responsibility of the LA-RICS Authority.

18.05 LA-RICS Authority shall be responsible for and may not recover from the State of California, the Judicial Council of California, the Superior Court of California, County of Los Angeles, or the County of Los Angeles any deductible or self-insured retention that is connected to the insurance required under this Section 18.

18.06 The insurance required under this Section 18 shall be endorsed to be primary and non-contributing with any insurance or self-insurance maintained by the

State of California, the Judicial Council of California, the Superior Court of California, County of Los Angeles, or the County of Los Angeles.

18.07 The cost of all insurance required by this Section 18 is the sole responsibility of the LA-RICS Authority and may not be recovered in any form from the State of California, the Judicial Council of California, the Superior Court of California, County of Los Angeles, or the County of Los Angeles

18.08 LA-RICS Authority shall require insurance from its subcontractors and their sub-subcontractors with substantially the same terms and conditions as required of the LA-RICS under this section 18.

18.09 Notification of Incidents, Claims or Suits. LA-RICS Authority shall report to Owner any accident or incident relating to activities performed under this Agreement which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against LA-RICS Authority and/or Owner. Such report shall be made in writing within 72 hours of LA-RICS Authority's knowledge of such occurrence.

## **19. FAILURE TO PROCURE INSURANCE**

19.01 Failure on the part of LA-RICS Authority to procure or maintain, or cause its installation and/or maintenance contractor to maintain, the required program(s) of insurance shall constitute a material breach of contract upon which Owner may immediately terminate this Agreement.

19.02 Compensation for Owner Costs. In the event that LA-RICS Authority fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to Owner, LA-RICS Authority shall pay full compensation for all reasonable costs, including attorney fees and costs, incurred by Owner.

19.03 No occupancy or use of the LTE Site shall 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 Pursuant to section 107.6 of the California Revenue and Taxation Code, notice is hereby given that LA-RICS Authority is responsible for any possessory interest taxes that may be imposed as the result of, or related to, this Agreement. LA-RICS Authority shall have the right, with the cooperation of Owner and at no cost to Owner, to contest any such possessory interest taxes.

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,

Owner, City, or any other tax or assessment-levying body upon the LTE Site arising from LA-RICS Authority's use of the LTE Site.

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

21.04 Owner reserves the right to pay any such tax, assessment, fees or charges, and all monies so paid by Owner shall be repaid by LA-RICS Authority to Owner upon demand. LA-RICS Authority and Owner agree that this is an Agreement 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. 24-hour emergency contact information for LA-RICS is as follows:

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

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

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

Judicial Council of California  
Real Estate and Facilities Management  
Attn: Portfolio Administration Analyst  
455 Golden Gate Avenue, 8th Floor  
San Francisco, CA 94102  
Telephone: 415-865-4053

with a copy to:       Judicial Council of California  
Real Estate and Facilities Management  
Attn: Manager, Real Estate  
455 Golden Gate Avenue, 8th Floor  
San Francisco, CA 94102  
Telephone: 415-865-4048

In addition, all notices relating to termination of the Agreement or an alleged breach or default by Owner must also be sent to:

Judicial Council of California  
Finance  
Attention: Manager, Business Services  
455 Golden Gate Avenue, 6th Floor  
San Francisco, CA 94102  
Telephone: 415-865-7989  
Fax: 415-865-4326

Owner's 24 hour contact:

Judicial Council's Customer Service Center (CSC)  
Email: [csc@jud.ca.gov](mailto:csc@jud.ca.gov)  
Telephone: 888-225-3583

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

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

## **22. LA-RICS FACILITY REMOVAL**

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

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

### **23. INDEPENDENT STATUS**

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

### **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 Owner.

### **25. ASSIGNMENT**

25.01 This Agreement may not be sold, assigned or transferred by LA-RICS Authority without the prior written approval or consent of Owner, which consent may unreasonably withheld or conditioned in Owner's sole and absolute discretion.

25.02 To effect an assignment or transfer pursuant to this Section 25 (Assignment), LA-RICS Authority shall first deliver to Owner:

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

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

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

25.06 Owner 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. Owner shall submit any proposed lease or license to the LA-RICS Authority for review and approval prior to entering into such lease or license. Such proposed instrument shall specifically include: (a) a provision that the lease or license shall comply with and be subject to all of the terms covenants, and conditions of this Agreement, and (b) a requirement that any third party use of LA-RICS Authority's telecommunications pole shall not interfere with LA-RICS Authority's use of the LA-RICS Facility or its operations. The parties agree that any revenues generated by such third party leases or licenses by Owner shall be retained by Owner, except for an amount to be agreed upon between Owner and LA-RICS Authority, which sum is intended to compensate LA-RICS Authority for its operational, administrative and other costs associated with third party use of the LA-RICS Authority's telecommunications pole, and which amount shall not be more than ten percent (10%) of the total revenue paid to Owner.

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

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

RICS Authority is not in default of this Agreement beyond applicable notice and cure periods, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, and (b) fulfill Owner's obligations 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, and (ii) agrees to attorn to Lender if Lender becomes the owner of the Real Property..

## **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 Owner if such condemnation may reasonably be expected to disrupt LA-RICS Authority's operations at the LTE Site for more than forty-five (45) days. LA-RICS Authority may on its own behalf make a claim in any condemnation proceeding involving the LTE Site for losses related to the equipment comprising the applicable LA-RICS Facility, its relocation costs and its damages and losses (but not for the loss of its interest, if any, under this Agreement). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and Owner and LA-RICS Authority shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other, if any, under this Agreement.

## **28. DEFAULT**

Except as otherwise provided in this Agreement, in the event of a default hereunder by LA-RICS Authority, Owner shall provide written notice thereof to LA-RICS Authority. LA-RICS Authority shall have thirty (30) days from the date of said notice (the "Cure Period") in which to cure the default, provided that LA-RICS Authority shall have such extended period beyond the Cure Period as may be required if the nature of the cure is such that it reasonably requires more than the Cure Period to complete and LA-RICS Authority has commenced to cure the default within the Cure Period and has acted with reasonable diligence in commencing and pursuing such cure to completion. Owner may not maintain any action or effect any remedies for default against LA-RICS Authority unless and until LA-RICS Authority has failed to cure a default within the time periods set forth in this section. In the event that LA-RICS Authority fails to cure a default within the Cure Period or as otherwise provided in this section, Owner may: (a) cure the default and invoice LA-RICS Authority for all costs reasonably incurred in effecting such cure, or (b) terminate this Agreement upon written notice to LA-RICS Authority, take possession of the LTE Site and remove all LA-RICS Authority's improvements located thereon. In the event of a default hereunder by Owner, LA-RICS Authority shall provide written notice thereof to Owner. Owner shall have a Cure Period in which to cure the default, provided that Owner shall have such extended period beyond the Cure Period as may be required if the nature of the cure is such that it



reasonably requires more than the Cure Period to complete and Owner has commenced to cure the default within the Cure Period and has acted with reasonable diligence in commencing and pursuing such cure to completion. LA-RICS Authority may not maintain any action or effect any remedies for default against Owner unless and until Owner has failed to cure a default within the time periods set forth in this section. In the event that Owner fails to cure a default within the Cure Period or as otherwise provided in this section, LA-RICS Authority may terminate this Agreement upon written notice to Owner.

## **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 LA-RICS Authority agrees that none of LA-RICS Parties will use, generate, store or dispose of any Hazardous Material (defined below) on, under, about or within the Real Property provided, however, that LA-RICS Authority may bring onto, and use on or about the LTE Site those kinds and amounts of Hazardous Materials typically required for operation of the LA-RICS Authority Facility so long as each of LA-RICS Parties: (i) uses, generates, stores or disposes of such Hazardous Materials in strict compliance with all applicable federal, state and local laws and regulations; (ii) identifies in writing to Owner the kind(s) and amount(s) of Hazardous Materials prior to bringing those Hazardous Materials onto the Real Property; and (iii) responds in writing within 15 days after receipt of Owner's written request for confirmation of the kinds and amounts of all Hazardous Materials brought onto, used, generated, stored or disposed of anywhere on or about the Real Property by any of LA-RICS Parties. LA-RICS Authority will assess and remediate (if necessary) in compliance with all applicable laws and regulations and hereby indemnifies, holds harmless and will defend Owner from and against any and all costs (including reasonable attorneys' fees and costs) and claims of liability or loss which arise out of the use, generation, storage or disposal of any Hazardous Materials by any of LA-RICS Parties upon the Real Property.

30.02 LA-RICS Authority hereby acknowledges that Owner has notified LA-RICS Authority that the LTE Site, Building and Real Property may contain Hazardous Materials.

30.03 In the event Hazardous Materials are encountered during the construction, installation, servicing or removal of the LTE Facility, LA-RICS Authority shall notify Owner immediately for instructions. LA-RICS Authority shall bear all costs of investigation, abatement or remediation of Hazardous Materials necessary solely as a result of its construction, installation, servicing or removal activities provided, however, that LA-RICS Authority shall not be liable for any fines, penalties or similar assessments that may be levied because of the presence of Hazardous Materials on the Real Property unless arising from LA-RICS Authority's activities on the Real Property.

30.04 LA-RICS Authority agrees to protect, indemnify, defend (with counsel approved by Owner), reimburse and hold Owner Parties harmless from any and all liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments, including, but not limited to, reasonable fees and costs for attorneys, consultants and experts, to the extent caused by the presence, release, or exacerbation of a prior release, of Hazardous Material on or within the Building and/or the Real Property by any of LA-RICS Authority Parties. Such indemnity and hold harmless obligations shall not apply to the extent such liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments are caused by the negligence or intentional misconduct of Owner Parties, their employees, contractors or agents.

30.05 As used in this section, "**Hazardous Material**" will mean petroleum or any petroleum product, asbestos, any substance known by the State of California to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

### **31. DAMAGE OR DESTRUCTION**

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

provided pursuant to this Section shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement, if any.

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

LA-RICS Authority shall be solely responsible for any damage or loss to LA-RICS Authority's equipment resulting from theft or vandalism or resulting from any other cause, except to the extent caused by Owner's gross negligence or willful misconduct.

### **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. 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.

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

34.01 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.

34.03 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.

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

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

34.06 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 Owner shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS (\$500.00) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

### **35. NON EXCLUSIVITY**

Nothing herein is intended or shall be construed as creating any exclusive arrangement with LA-RICS Authority.

### **36. 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.

### **37. PUBLIC RECORDS ACT**

37.01 Any documents submitted by LA-RICS Authority or its agents including without limitation the LTE Vendor and all information obtained in connection with Owner's right to inspect the LTE Site or any other rights provided by this Agreement shall become the exclusive property of Owner. All such documents become a matter of public record and shall be regarded as judicial administrative records, except as specifically provided by California Rules of Court Rules 10-500 et seq. ("Rule 10-500") and which are marked "trade secret," "confidential," or "proprietary." Owner shall not be

in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

37.02 In the event Owner is required to defend an action on a Rule 10-500 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 fund in advance all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under Rule 10-500.

37.03 Any documents submitted by Owner or its agents and all information obtained in connection with LA-RICS Authority's rights provided by this Agreement shall become the exclusive property of LA-RICS Authority. All such documents become a matter of public record and shall be regarded as public records, except as specifically provided by California Government Code Section 6250 et seq. ("Public Records Act") and which are marked "trade secret," "confidential," or "proprietary." 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.

37.04 In the event the LA-RICS AUTHORITY is required to defend an action on a Public Records Act request as requested by Owner for any of the aforementioned documents, information, books, records, and/or contents Owner agrees to refund and indemnify the LA-RICS Authority from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after Owner's receipt of LA-RICS Authority's invoice.

### **38. OTHER TERMS AND CONDITIONS**

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

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

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

38.04 Safety. LA-RICS Authority shall immediately correct any unsafe condition on the LTE Site, as well as any unsafe practices occurring thereon, to the extent such unsafe condition or practice occurs as a result of LA-RICS Authority's use of the LTE Site. LA-RICS Authority shall cooperate fully with Owner in the investigation of any accidental injury or death occurring on the LTE Site, including a prompt report thereof to Owner. LA-RICS Authority shall cooperate and comply fully with Owner, State, municipal, federal or any other regulatory agency having jurisdiction thereover,

regarding any safety inspections and certifications of any and all LA-RICS Authority's structures and enclosures. LA-RICS Authority, at its expense, may use any and all appropriate means of restricting public access to the LTE Site. LA-RICS Authority is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the construction, installation and operation of the LTE Facility and the LTE Site. LA-RICS Authority will take all necessary safety precautions, and provide protection to prevent damage, injury or loss to: (i) the Building or any other part of the Real Property, (ii) adjacent structures, (iii) LA-RICS Authority's employees, agents or contractors, (iv) Owner and its employees, agents and contractors, (v) Court and its judicial officers, officers, employees, agents and contractors, (vi) Court users, and (vii) members of the general public. Before such time as the LTE Facility becomes operational, LA-RICS Authority shall provide appropriate signage and warning of radio-frequency energy in compliance with federal, state or local laws.

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

38.06 Security Devices. LA-RICS Authority, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the LTE Site from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from Owner. Owner shall be responsible for securing the Real Property.

#### **39. NON-AVAILABILITY OF FUNDING**

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

#### **40. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE**

Licensee is hereby informed and acknowledges the following:

40.01 By entering into this Agreement and becoming a licensed user of the LTE Site, LA-RICS-Authority may become entitled to receipt of "relocation assistance benefits" ("**Relocation Benefits**") pursuant to the Federal Uniform Relocation Assistance Act (42 USC sections 4601 et seq.) and/or the California Relocation Assistance Law (Cal. Gov. Code sections 7260 et seq.) (collectively, the "**Relocation Statutes**"), should Owner at some time make use of the LTE Site in such a way as to "displace" LA-RICS Authority from the LTE Sites. Pursuant to the Relocation Statutes, Owner may then be obligated to make such payments to LA-RICS Authority even where

such displacement of LA-RICS Authority does not otherwise constitute a breach or default by Owner of its obligations hereunder.

40.02 Under the Relocation Statutes in effect as of the date of this Agreement, Relocation Benefits may include payment to such a "displaced person" of (A) the actual and reasonable expense of moving himself, herself and a family, business or farm operation, including personal property, (B) the actual direct loss of reestablishing a business or farm operation, but not to exceed \$10,000, or (C) payment in lieu of moving expenses of not less than \$1,000 or more than \$20,000.

40.03 In consideration of Owner's agreement to enter into this Agreement, LA-RICS Authority hereby waives any and all rights it may now have, or may hereafter obtain, to Relocation Benefits arising out of Owner's assertion or exercise of its contractual rights to terminate this Agreement pursuant to its terms, whether or not such rights are contested by LA-RICS Authority or any other entity, and releases Owner, Court and County from any liability for payment of such Relocation Benefits; provided, however, that Licensee does not waive its rights to Relocation Benefits to the extent that Licensee's entitlement thereto may arise out of any condemnation or pre-condemnation actions taken by the United States or any other public agency with respect to the LTE Site or as otherwise expressly set forth in this Agreement. LA-RICS Authority shall in the future execute any further documentation of the release and waiver provided hereby as Owner may reasonably require.

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

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

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

#### **42. BANKRUPTCY**

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

**43. 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.

**44. 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.

**45. 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.

**46. ATTORNEYS' FEES**

The prevailing party in any litigation or other proceeding brought to enforce this Agreement will be entitled to recover its reasonable attorneys' fees, costs, and expenses in connection with such litigation or other proceeding from the other party.

**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 Owner and LA-RICS Authority.

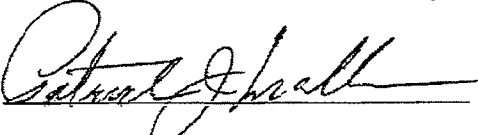
**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**



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

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

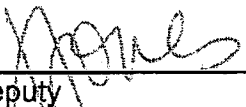
**A California Joint Powers Authority**

By: 

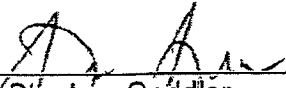
Print Name: PATRICK J. MALLON  
Its: EXECUTIVE DIRECTOR  
Date: 7-27-15

APPROVED AS TO FORM:

MARY C. WICKHAM  
INTERIM COUNTY COUNSEL

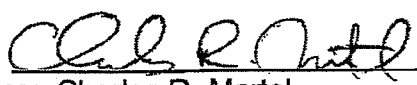
By:   
Deputy

**JUDICIAL COUNCIL OF CALIFORNIA**

By:   
Name: Stephen Saddler  
Its: Manager, Business Services  
Date: 7/27/15

APPROVED AS TO FORM:

Judicial Council of California,  
Legal Services

By:   
Name: Charles R. Martel  
Its: Attorney  
Date: 7.27.2015

**EXHIBIT A**

**SITE LIST**

**EXHIBIT A**

**SITE LIST**

**Criminal Courthouse (CCT)  
(Clara Shortridge Foltz Criminal Justice Center)**

**210 W Temple St  
Los Angeles, CA 90012**

**APN: 5161005915**

**EXHIBIT B**  
**EQUIPMENT LIST**

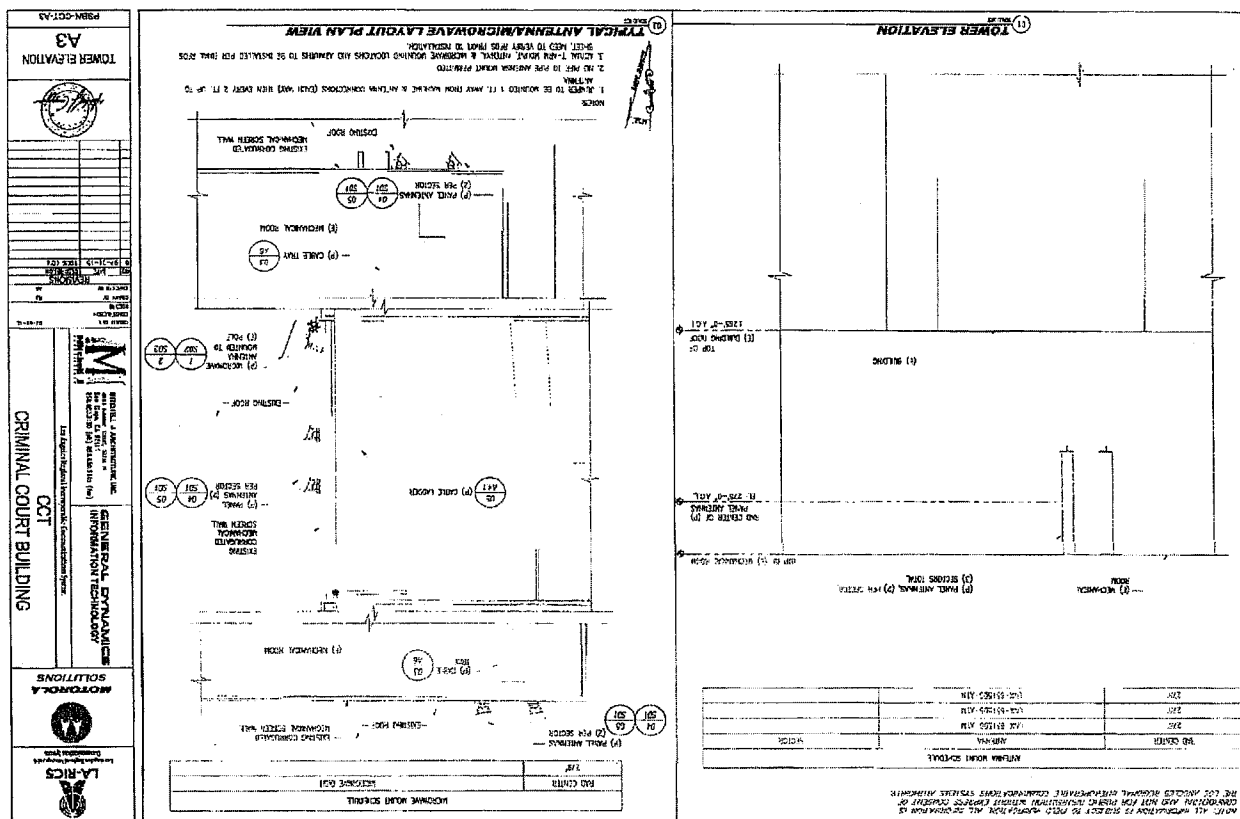
**Criminal Courthouse (CCT)**  
**(Clara Shortridge Foltz Criminal Justice Center)**

- LTE Antennas and line
- Antenna Support Hardware
- Microwave Dish
- Power – connected to House Power and Building Back-up Generator
  - 1 Automatic Transfer Switch
  - 2 Electrical H-Frame
- RBS Radio Cabinet
- BBS Radio Battery Cabinet
- TMR Microwave Cabinet
- BBS Microwave Battery Cabinet
- MPLS Site Router

**EXHIBIT C**  
**SITE PLAN AND ACCESS ROUTE**







## **EXHIBIT D**

### **ACCESS PROCEDURE**

All access requests will be coordinated by Owner's Customer Service Center (CSC).

To initiate a request for access, LA-RICS Authority will:

1. Complete Part 1 of Owner's "Request for Building Access" form (copy attached) and e-mail to [csc@jud.ca.gov](mailto:csc@jud.ca.gov); AND
2. Call the CSC at 888-225-3583

#### **Non-Emergency Access Requests**

Access requests for regular, scheduled service or maintenance must be called in and e-mailed to the CSC, at least 72 hours in advance of the requested service date. LA-RICS Authority will need to identify its approved representatives in advance including employees and agents of LTE Vendor and its Authorized Agents as defined in section 1.03 of the Agreement. Permission to enter the Licensed Premises will be given to LA-RICS Authority-approved representatives only, upon evidence of proper identification. LA-RICS Authority's representatives will not be permitted to enter any non-public area of the property, including any non-public portion of the access route, at any time without a Judicial Council-designated or approved escort. Any work which would reasonably disrupt court operations in any way will need to be scheduled after hours. Upon entry to the Licensed Premises, LA-RICS Authority will sign and date Owner's "Request for Building Access" form (see attached) when presented. Upon completion of the work, Owner will bill LA-RICS Authority for those costs incurred by Owner identified below in providing the escort. LA-RICS Authority will be expected to pay the invoice within 30 days following receipt. Owner will charge, and LA-RICS Authority agrees to pay for such Judicial Council escort at Owner's standard hourly rate for any portion of any regular scheduled service call that occurs outside of regular Court business hours of 8AM - 5PM Monday through Friday, Court holidays excepted. The current standard rate is \$150.00 per hour and is subject to adjustment at any time, upon 30 days' prior written notice. Any missed appointment scheduled to begin outside of regular Court business hours will be charged as one hour of time at the standard rate.

#### **Non-Scheduled Emergency Service Calls**

Access requests for emergency service or maintenance must be called in and e-mailed to the CSC. Emergency appointments will be coordinated by the CSC within two (2) hours after receipt of a request for access. Permission to enter the Licensed Premises will be given to LA-RICS Authority-approved representatives only, upon evidence of proper identification. LA-RICS Authority's representatives will not be permitted to enter any non-public area of the property, including any non-public portion of the access route, at any time without a Judicial Council-designated or approved escort. Any work which might disrupt court operations in any way will need to be scheduled outside Court business hours. Upon entry to the Licensed Premises, LA-RICS Authority will sign and date Owner's "Request for Building Access" form (see attached) when presented. Upon completion of the work, Owner will bill LA-RICS Authority for those costs incurred by Owner identified below in providing the escort. LA-RICS Authority will be expected to pay the invoice within 30 days following receipt. Owner will charge, and LA-RICS Authority agrees to pay for such Judicial Council escort at Owner's standard hourly rate for any portion of any service call that occurs outside of regular Court business hours of 8AM - 5PM Monday through Friday, Court holidays excepted. The current standard rate is \$150.00 per hour and is subject to adjustment at any time without notice. Any missed appointment scheduled to begin outside of regular Court business hours will be charged as one hour of time at the standard rate.



<b>Request for Building Access</b> <small>Rev 8: 11-21-14</small> <small>Please submit form to CSC@jud.ca.gov</small> <small>Please also call 888-225-3583</small>		 <b>JUDICIAL COUNCIL OF CALIFORNIA</b> <small>ADMINISTRATIVE DIVISION</small> <small>REAL ESTATE AND FACILITIES MANAGEMENT</small>	
<b>Section 1 - To be Completed by Lessee or Lessee's Representative (All fields in Section 1 must be filled in)</b>			
<b>Check all that apply:</b>	<b>Bldg. Access for routine maintenance / repair</b> <input type="checkbox"/>	<b>Site Modification / Plan Approval*</b> <input type="checkbox"/>	<b>Regular Hrs* (M-F 8am-5pm, excl. holidays/closures)</b> <input type="checkbox"/>
<b>After-Hrs/Weekends*</b> <input type="checkbox"/>			
<b>Building Address:</b> <small>(Street &amp; City)</small>			
<b>Today's Date:</b>			
<b>Lessee/Cell Site Company Name:</b>			
<b>Cell Site Number (N/A if not applicable):</b>			
<b>Requestor's Name, Cell No. &amp; E-mail:</b>			
<b>Name of Company Requesting Access:</b>			
List below all personnel requiring access.			
<b>Scope of Work</b> <small>Provide a detailed description of work to be performed, including location (i.e., roof-top, parking lot, etc.) and estimated project cost.</small>			
<b>Estimated Project Cost:</b> _____  <b>Location:</b> _____  Generational Upgrade: Yes _____ No _____ Battery Repair/Replace: Yes _____ No _____ Antenna Repair/Replace: Yes _____ No _____ Rack/Bay: Yes _____ No _____		<b>Description of Work</b> <div style="height: 100px;"></div>	
<b>Requested Access Date(s)</b>		<b>Estimated Start &amp; Stop Time(s)</b>	
<b>Section 2 - To be completed by Judicial Council's FMU (or FMU's Service Provider)</b>			
<b>Judicial Council Bldg. ID:</b>		<b>Service Work Order No. (SWO):</b>	
<b>Organization Providing Escort/Access:</b>			
<b>Total No. of Hours:</b>			
<b>Access Date(s)</b>	<b>Start Time(s)</b>	<b>Stop Time(s)</b>	
<b>Carrier Signoff:</b>		<b>Judicial Council Signoff:</b>	

# ATTACHMENT D

LAND MOBILE RADIO SITE

## **WATERWORKS DISTRICT 29**

TOPANGA SITE (aka SADDLE PEAK TANK SITE)

WINDING WAY SITE

## **SITE ACCESS AGREEMENT**

EXHIBIT A: SITE DESCRIPTION

EXHIBIT B: EQUIPMENT LIST

EXHIBIT C: SITE PLAN

# District no. 29

Permit to Enter

Topanga (aka Saddle)

+

Winding Way

## PERMIT TO ENTER

### Permittee:

Los Angeles Regional Interoperable Communications System (LA-RICS) Authority  
2525 Corporate Place, Suite 100  
Monterey Park, California 91754  
ATTN: Scott Edson  
Telephone: 323-881-8281

### Waterworks District No. 29:

Mark Pestrella, District Engineer  
900 South Fremont Avenue  
Alhambra, CA 910803  
ATTN: David Rydman  
Telephone: (310) 456-5341

- 
1. PREMISES: Permittee, after execution by the District Engineer, is hereby granted permission to enter the following Waterworks District No. 29 (the "District") properties (the "Premises") identified as:

- o Saddle Peak (aka Topanga) Tank Site, Malibu
- o Winding Way Tank Site, Malibu

Entry constitutes acceptance by Permittee of all conditions and terms of this Permit.

2. PURPOSE: The sole purpose of this Permit is to allow LA-RICS Authority and its employees, agents and contractors (collectively "Permittee") to enter the Premises and to install, locate, construct, operate, maintain and repair an unmanned Land Mobile Radio (LMR) communications facility and the LMR System on land space shown on Exhibit A ("Real Property") attached hereto and incorporated herein by this reference (the "LMR Site") together with necessary permits for access and utilities owned by the District. The LMR Site typically consists of the infrastructure, shelter, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference (such LMR System, and associated infrastructure, shelter, equipment and related improvements, collectively, the "LA-RICS Facility"). Site drawings for the LMR Site are included as Exhibit C. The LMR Site shall be used only for the purposes authorized by this Section 2, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities"). Permittee's use of the Premises shall be subordinate to the primary uses and purposes of the Premises by District and others (pursuant to District's permission), and Permittee shall at no time interfere with the use of the Premises by District. District acknowledges that the Permittee has retained Motorola

Solutions, Inc. ("LMR Vendor") to design, construct, and perform services with respect to the LMR System as a part of the LA-RICS, and that any of the LA-RICS Authority member agencies may assume the LA-RICS Authority's rights and obligations under this Permit to Enter and/or may perform services with respect to LA-RICS with written notification provided 60-day in advance of work being performed, subject to prior approval by the District which will not be unreasonably withheld.

3. **APPROVALS/DESIGN REVIEW:** The Permittee shall furnish and submit to District copies of project plans (along with any other information reasonably requested by District) for the LMR Site at the 50%, 75%, and 100% stages of design development, for District's review and approval. Permittee agrees to discuss with District the District's concerns, if any, regarding the proposed plans and to work in good faith to address such concerns and obtain District approval prior to implementation of said plans.

Conceptual site plans for the LMR Site are identified in Exhibit C. Upon the Permittee's and District's (or District'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. District agrees that it will approve or deny approval of all plans and specifications within 20 business days of receipt of said plans. If District fails to provide approval within 20 days, Permittee shall notify District of such failure and District shall have 5 days from receipt of such notification to approve or deny such plans. Permittee shall provide District with a notice of work commencement and an estimated time of completion for each LMR Site.

District and the Permittee acknowledge that the Permittee is a California joint powers authority whose members have specified, pursuant to Section 4.04 of its Joint Powers Permit and Section 6509 of the California Government Code, that all common powers exercised by the Permittee'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 Permittee has adopted the County's operating mode). Accordingly, District and the Permittee agree that the Permittee (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 District 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.

Should ministerial permits be required, District shall expeditiously process such permits within its jurisdiction. To the extent there may be costs associated with District's review, such costs will be mutually agreed to by District and Permittee prior to work commencing. The Permittee may perform and obtain, at the

Permittee's sole cost and expense, soil borings, percolation tests, engineering reports, environmental investigations or other tests or reports on, over, and under the Premises 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 Permittee's use of the LMR Site will be compatible with the Permittee's engineering specifications and design and operational requirements. District shall work cooperatively and expeditiously with the Permittee 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:** This Permit shall commence upon execution by the District Engineer and terminate fifteen (15) years thereafter, unless terminated earlier by the parties by providing prior written notice as required herein.
5. **CONSIDERATION:** Consideration for this Permit shall be Permittee's faithful performance of its obligations under this Permit.
6. **CONDITIONS PRECEDENT TO INSTALLATION OR ALTERATIONS OF EQUIPMENT:** District shall have the opportunity to review and provide input, if any, as to all project plans and specifications for the Permittee's proposed alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements) after Permittee's initial installation of the LA-RICS Facility on the LMR Site. In addition, District 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 Permittee (except in cases of emergency pursuant to Section 12 hereof (Emergency Access)) and, at Permittee's option, Permittee may choose to have a representative to accompany District during any such inspection of or access to a LMR Site. The Permittee shall not commence installation of equipment or alteration of a LMR Site, or any portion thereof, until the District has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Permit, including without limitation Sections 3 hereof. District's review and approval of the plans shall not release the Permittee from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The Permittee shall be responsible for notifying District and all other relevant parties immediately upon discovery of such omissions and/or errors. The Permittee shall not cause or permit any change of any equipment installed by the Permittee on the 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 District has been provided an opportunity to review and approve, such plans and specifications.
7. **INSTALLATION:**
  - a. Permittee shall install the LA-RICS Facility at its own expense and risk as approved by District in accordance with the terms hereof, and such

installation shall not cause radio frequency interference with equipment, transmission or reception by the District. Permittee 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 Permittee's name, 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.

- b. Permittee accepts the LMR Site in an "as is" condition as of the date of full execution of this Permit. Permittee shall have the right to finance and construct approved equipment and related improvements on the LMR Site at Permittee's sole cost and expense, except as may be provided otherwise by other Permits. Following the construction and installation of the LA-RICS Facility, Permittee 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 Permittee's infrastructure, shelter, equipment, and related improvements and as required for Permittee's operations of the LA-RICS Facility at the LMR Site, including any structural upgrades required to accommodate Permittee's infrastructure, shelter, equipment, and related improvements on the LMR Site.
- c. Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LMR Site, Permittee shall provide District 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 Permittee shelters, cabinets, grounding rings, cables, and utility lines associated with Permittee's use of the LMR Site in CAD and PDF formats. Upon receipt of the As-Builts by District, the As-Builts shall be deemed incorporated herein by reference as updates to Exhibit C. District shall be responsible for completion of and costs associated with As-Builts resulting from any modifications required by District.

#### 8. RELOCATION:

- a. District 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 Premises ("Alternate Site"), provided:
  - 1. The Alternate Site: (i) is substantially similar to Permittee's current LMR Site in size, (ii) is compatible with Permittee's use pursuant to Section 2 hereof, and (iii) does not materially interfere with any portion of the Permittee's or the LMR System or equipment;
  - 2. District shall pay all costs incurred by Permittee for relocation of Permittee'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 the California Environmental Quality Act (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 enable Permittee's use of the Alternate Site.

3. District shall give Permittee at least six (6) months written notice before requiring relocation; and
4. District shall use its best efforts to assist Permittee's in its relocation efforts of Permittee's facilities so as to not materially interrupted Permittee, including, if necessary, to place temporary equipment on the Premises during the relocation.
9. **ADDITIONAL CHARGES:** Permittee agrees to pay any charges for utilities that may be required by or for the conduct of the Permitted Activities and for the safekeeping of the Premises for the prevention of any accidents as a result of the Permittee's activities thereon.
10. **MAINTENANCE:** District 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, but does not include the LA-RICS Facility. The LMR Site shall be kept neat and clean by Permittee and ready for normal use by District and other users. Should Permittee fail to accomplish this, following 30 days written notice from District, District may perform the work and Permittee shall pay the cost thereof upon written demand by District. However, graffiti removal from the LMR site by the Permittee shall be required within 72 hours of notification by District.

Permittee 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 Permittee, its employees, agents or business vendors, including without limitation the LMR Vendor. Should Permittee fail to promptly make such repairs after thirty (30) days written notice from District, District may have repairs made and Permittee shall pay the cost thereof upon written demand by District.
11. **NOTICE:** Notices desired or required to be given by this Permit or by any law now or hereinafter in effect may 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 Permittee as follows:

2525 CORPORATE PLACE, SUITE 100  
MONTEREY PARK, CA 91754  
Attention: Scott Edson

or such other place in California as may hereinafter be designated in writing by the Permittee. The Notices, Certificates of Insurance and Envelopes containing the same to District shall be addressed to:

PO BOX 1460  
ALHAMBRA, CA 910802-1460  
Attention: Assistant Deputy Director, Waterworks Division

12. **EMERGENCY ACCESS BY DISTRICT:** The District 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 Permittee's transmission(s) from the LMR Site should Permittee be unable or unwilling to respond to District's request to take immediate action to correct any deficiency which threatens District's operation on the LMR Site, provided that District shall endeavor to provide a 24-hour prior notice to Permittee and shall access the LMR Site in the presence, if possible, of an Permittee representative, if provided by Permittee. Notwithstanding the foregoing, District shall not be required to provide notice to Permittee prior to entering the LMR Site due to an emergency; provided, however, that under no circumstance shall the District access Permittee's equipment shelter. District shall use its best efforts to minimize any inconvenience or disturbance to Permittee when entering the LMR Site. Permittee shall reimburse District within thirty (30) days of receipt of District's written request for District's actual costs to correct any deficiency that is corrected by District pursuant to this Section.
13. **RADIO FREQUENCY EMISSIONS/INTERFERENCE:**
  - a. **No Interference:** Permittee 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 District or District's agents, invitees or other licensees or users who may occupy portions of the Real Property at the time this Permit is entered into.
  - b. **Interference With Public Safety Systems:** In the event of any interference with District's, County Sheriff or Fire Department, Public Works, County-wide Integrated Radio System (CWIRS), Paramedics or other County mission critical communications systems, or any future public safety-related systems, which is caused by Permittee's equipment or operations, Permittee shall be immediately notified by District of such interference. Following such

notification, the parties will meet promptly to cooperatively discuss and reach agreement on how such interference will be resolved.

- c. **Interference With Non-Public Safety Systems:** In the event Permittee's operations or equipment cause interference with non-public safety-related systems of District or any other duly authorized occupant of the Real Property, written notice of such interference shall be provided to Permittee and Permittee promptly meet with District to cooperatively discuss and reach agreement on how such interference will be resolved. District agrees that District 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 Permittee.
- d. **Interference During Emergency:** If any measurable interference caused by Permittee's equipment with District's electronic equipment during an emergency incident occurs, the Permittee will immediately cease operation, transmission or further use of Permittee's equipment until such time as the emergency incident or interference has ended but Permittee shall be permitted to power up its equipment for intermittent testing with notice.
- e. **Compliance With Law:** Permittee 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. Permittee 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. Permittee 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 Permittee's equipment alone and not in combination with others. Where Permittee's equipment, in combination with other, exceed or violates such standards, Permittee shall reasonably cooperate with District and with other relevant parties to mitigate such violations in a timely manner.

14. **OPERATIONAL RESPONSIBILITIES:** Permittee shall:

- a. Comply with and abide by all applicable rules, regulations and directions of District.

- b. 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 permits and licenses required to conduct the Permitted Activities on the Premises.
- c. Maintain the Premises and surrounding area in a clean and sanitary condition to the satisfaction of District.
- d. Conduct the Permitted Activities in a courteous and non-profane manner; operate without interfering with the use of the Premises by District. District has the right to immediately eject or remove any agent, servant or employee of the Permittee who fails to conduct the Permitted Activities in the manner heretofore described.
- e. Assume the risk of loss, damage or destruction to any and all fixtures and personal property belonging to Permittee that are installed or placed within the area occupied.
- f. Repair or replace any and all District or County property lost, damaged, or destroyed as a result of or connected with the conduct or activities of the Permittee. Should Permittee fail to make repairs or replacement within 30 days unless otherwise mutually agreed by the parties, District may have repairs or replacement made and Permittee shall pay costs.
- g. Pay charges for installation and service costs for all utilities used for the conduct of the Permitted Activities, if needed.
- h. Permittee agrees to restore the Premises, prior to the termination of this Permit, and to the satisfaction of District, to the conditions that existed prior to the commencement of the Permitted Activities, excepting ordinary wear and tear or damage or destruction by the acts of God beyond the control of Permittee. This shall include removal of all rubbish and debris, as well as structures placed on the Premises by Permittee in order that the Premises will be neat and clean and ready for normal use by District on the day following the termination of this Permit. Should Permittee fail to accomplish this, District may perform the work and Permittee shall pay the cost. The Permittee and District may agree that Permittee may abandon some of the facilities in place upon the written consent of District.
- i. Subject to the terms of Section 6 and Section 12 herein, allow District to enter the Premises to determine compliance with the terms of this Permit, or for any other purpose incidental to the performance of the responsibilities of the District Engineer.
- j. Provide all security devices required for the protection of the fixtures and personal property used in the conduct of the Permitted Activities from

theft, burglary or vandalism, provided written approval for the installation thereof is first obtained from the District.

k. Prohibit all advertising signs or matter from display at the Premises, other than signs displaying the name of Permittee.

l. Prohibit the sale of food.

15. **INDEMNIFICATION:** Permittee agrees to indemnify, defend, save and hold harmless the District, County of Los Angeles, its agents, 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 Permittee's use of the Premises, including, but not limited to, fires and other damages resulting from Section 12, except for such loss or damage arising from the negligence or willful misconduct of the District.

District agrees to indemnify, defend, save and hold harmless Permittee 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 performance of District's obligations hereunder, except for such loss or damage arising from the negligence or willful misconduct of the Permittee.

16. **GENERAL INSURANCE REQUIREMENTS:** Without limiting Permittee's indemnification of District, Permittee shall provide and maintain, and shall cause its contractors to provide and maintain, the following types and limits of insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by District, and such coverage shall be provided and maintained at Permittee's or its contractors' own expense.

a. **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to District shall be delivered to the District prior to Permittee's entry. Such certificates or other evidence shall identify this Permit, clearly evidence all required coverages, and permittee shall provide District with, or permittee's insurance policies shall contain a provision that District shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to District at least ten (10) days in advance of cancellation for non-payment of premium and ten (10) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance

may constitute a material breach of the Permit, in the sole discretion of the District, upon which the District may suspend or terminate this Permit.

- b. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the District with an A.M. Best rating of not less than A:VII, unless otherwise approved by District.
- c. Permittee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Permit, upon which District immediately may suspend or terminate this Permit. District, at its sole discretion, may obtain damages from Permittee resulting from said breach. Alternatively, the District may purchase the Required Insurance, and without further notice to Permittee, pursue Permittee for reimbursement.
- d. Notification of Incidents, Claims or Suits: Permittee shall report to District any accident or incident relating to Permittee's entry which involves injury or property damage which may result in the filing of a claim or lawsuit against Permittee and/or District in writing within 24 hours of occurrence.

17. **INSURANCE COVERAGE REQUIREMENTS:** Permittee shall require its contractors to have the following:

- a. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent), naming District as an additional insured, with limits of not less than the following:

General Aggregate:	\$5 million
Products/Completed Operations Aggregate:	\$5 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million
- b. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$22 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto", as appropriate.
- c. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Permittee is responsible. If Permittee's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Permittee is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$2 million
Disease - policy limit:	\$2 million
Disease - each employee:	\$2 million

18. **LA-RICS FACILITY REMOVAL:** Subject to Section 14, Permittee 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 Permittee excepted, on or before the expiration of this Permit, unless this Permit is otherwise terminated or cancelled prior to the expiration date provided herein, in which case Permittee 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 Permittee excepted, within ninety (90) days of the cancellation. If weather conditions or lack of access to the LMR Site render the timely removal of Permittee's property impossible, then Permittee shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

If Permittee 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, District may, but shall not be required to, remove the LA-RICS Facility and all personal property and improvements at Permittee's expense. Permittee shall reimburse District within thirty (30) days of receipt of an itemized accounting of the cost for such removal of personal property and improvements. District shall incur no liability for any damage to the LA-RICS Facility during removal or storage.

20. **DEFAULT:** Except as otherwise provided in this Permit, in the event of a default hereunder by Permittee, District shall provide written notice thereof to Permittee. Permittee shall have sixty (60) days from the date of said notice in which to cure the default, provided that Permittee 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 Permittee 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. District may not maintain any action or effect any remedies for default against Permittee unless and until Permittee has failed to cure a default within the time periods set forth in this section. In the event that Permittee fails to cure a default within sixty (60) days or as otherwise provided in this section, District may: (a) cure the default and invoice Permittee for all costs reasonably incurred in effecting such cure, or (b) terminate this Permit upon written notice to Permittee, take possession of the LMR Site and remove all Permittee's improvements located thereon. In the event of a default hereunder by District, Permittee shall provide written notice thereof to

District. District shall have sixty (60) days from the date of said notice in which to cure the default, provided that District 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 District 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. Permittee may not maintain any action or effect any remedies for default against District unless and until District has failed to cure a default within the time periods set forth in this section. In the event that District fails to cure a default within sixty (60) days or as otherwise provided in this section, Permittee may: (a) cure the default and invoice District for all costs reasonably incurred by Permittee in effecting such cure, or (b) terminate this Permit upon written notice to District.

21. **DAMAGE OR DESTRUCTION:** Either party shall have the right to terminate this Permit 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 District 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 Permittee'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, Permittee 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 District elect not to undertake such repairs.

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 Permit by either party, such party shall be relieved of the performance of such obligations during the time period of the event.

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

22. **WAIVER:**
- a. 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 Permit or stopping either party from enforcing the full provisions thereof.

- b. 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 Permit shall be cumulative.

23. HAZARDOUS MATERIALS:

- a. 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 Permit, 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.
- b. 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.

24. AUTHORIZATION WARRANTY: The parties hereto represent and warrant that the person executing this Permit 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 Permit and that all requirements of such party have been fulfilled to provide such authority.

25. GOVERNING LAW, JURISDICTION, AND VENUE: This Permit shall be governed by, and construed in accordance with the internal laws of the State of California. Permittee agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Permit and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

26. COMPLIANCE WITH APPLICABLE LAW: In the performance of this Permit, each party and anyone acting on such party's behalf pursuant to this Permit 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, including but not limited to Multi-Employer Worksite regulations, and implementation of an Injury & Illness Prevention



Program pursuant to Title 8, California Code of Regulations if applicable and all provisions required thereby to be included in this Permit are hereby incorporated herein by reference.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS, NONDISCRIMINATION AND AFFIRMATIVE ACTION:

- a. Permittee 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 Permit or under any project, program or activity supported by this Permit.
- b. Permittee 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.
- c. Permittee 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 Permit or under any project, program, or activity supported by this Permit.
- d. If the District finds that any of the above provisions of this Section have been violated, such violation shall constitute a material breach of this Permit upon which the District may terminate, or suspend this Permit.
- e. While the District reserves the right to determine independently that the anti-discrimination provisions of this Permit have been violated, in addition, a determination by the California Fair Employment Practices Commission, the Federal Equal Employment Opportunity Commission that Permittee has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by District that Permittee has violated the anti-discrimination provisions of this Permit.
- f. In the event Permittee violates the antidiscrimination provisions of the Permit, the parties agree that it is difficult to ascertain the amount of liquidated damages, and hereby agree that the District 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 Permit.

28. NON EXCLUSIVITY: Nothing herein is intended or shall be construed as

creating any exclusive arrangement with Permittee.

29. PUBLIC RECORDS ACT:

- a. Any documents submitted by Permittee or its agents including without limitation the LMR Vendor and all information obtained in connection with the District's right to inspect the LMR Site or any other rights provided by this Permit shall become the exclusive property of the District. 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 District 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.
- b. In the event the District is required to defend an action on a Public Records Act request as requested by Permittee for any of the aforementioned documents, information, books, records, and/or contents of a proposed marked "trade secret," "confidential," or "proprietary," Permittee agrees to refund and indemnify the District 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 Permittee's receipt of District's invoice.
- c. Any documents submitted by District or its agents and all information obtained in connection with Permittee's rights provided by this Permit shall become the exclusive property of Permittee. 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." Permittee 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.
- d. In the event the Permittee is required to defend an action on a Public Records Act request as requested by the District for any of the aforementioned documents, information, books, records, and/or contents District agrees to refund and indemnify the Permittee 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 District's receipt of Permittee's invoice.

30. OTHER TERMS AND CONDITIONS:

- a. Advertising Materials and Signs: Except for warning signs required by law, Permittee 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 District at the sole discretion of the District.
- b. Habitation: The LMR Site shall not be used for human habitation.
- c. Illegal Activities: Permittee shall not knowingly permit any illegal activities to be conducted upon the LMR Site.
- d. Safety: Permittee 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 Permittee's use of the LMR Site. Permittee shall cooperate fully with District in the investigation of any accidental injury or death occurring on the LMR Site, including a prompt report thereof to the District. Permittee shall cooperate and comply fully with District, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all Permittee's structures and enclosures.
- e. 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.
- f. Security Devices: Permittee, 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 District. District shall be responsible for securing the Real Property to the extent deemed necessary by District in its sole discretion

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

32. INDEPENDENT STATUS: This Permit is by and between District and Permittee and is not intended and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between District and Permittee. Permittee understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Permittee pursuant to this Permit.

33. **EMPLOYEES:** All references to the "Permittee" in the Permit are deemed to include the employees, agents, assigns, contractors, and anyone else involved in any manner in the exercise of the rights therein given to the undersigned Permittee.
34. **LIMITATIONS:** It is expressly understood that in permitting the right to use said Premises, no estate or interest in real property is being conveyed to Permittee, and that the right to use is only a nonexclusive, revocable and unassignable permission to occupy the premises in accordance with the terms and conditions of the Permit for the purpose of conducting the Permitted Activities.
35. **ASSIGNMENT:** This Permit is personal to Permittee, and in the event Permittee shall attempt to assign or transfer the same in whole or part, all rights hereunder shall immediately terminate.
36. **AUTHORITY TO STOP:** In the event that an authorized representative of the District finds that the activities being held on the Premises unnecessarily or unduly interfere with District business on the site or endanger the health or safety of persons on or near said property, the representative may require that this Permit immediately be terminated until said interfering or endangering activities cease, or until such action is taken to eliminate or prevent the interference or endangerment.
37. **ENFORCEMENT:** The District's Chief Engineer shall be responsible for the enforcement of this Permit on behalf of District and shall be assisted therein by those officers, employees, or committees of District having duties in connection with the administration thereof.
38. **ALTERATIONS AND IMPROVEMENTS:** Permittee has examined the Premises and knows the condition thereof. Permittee accepts the Premises in the present state and condition and waives any and all demand upon the District for alteration, repair, or improvement thereof. Permittee shall make no alteration or improvements to the Premises, except those in accordance with the documentation attached hereto as Exhibits C and/or as permitted elsewhere herein, without prior written approval from the District, provided that such alterations, renovations, and improvements shall be consistent with the authorized use set forth in Section 2 hereof. Any fixtures and/or personal property incidental to the purposes described in Section 2 hereof shall be removed by Permittee prior to the termination of this Permit.
39. **TERMINATION:** Either party may terminate this Permit for any reason upon one hundred and eighty (180) days written notice.
40. **INTERPRETATION:** Unless the context of this Permit 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.

41. **ENTIRE PERMIT:** This Permit contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both District and Permittee.
42. **TIME IS OF THE ESSENCE:** Time is of the essence for each and every term, condition, covenant, obligation and provision of this Permit.
43. **SURVIVAL OF COVENANTS:** The covenants, agreements, representations and warranties made herein are intended to survive the termination of the Permit.
44. **SOLICITATION OF CONSIDERATION:**
- a. It is improper for any County officer, employee or agent to solicit consideration, in any form, from a permittee with the implication, suggestion or statement that the permittee's provision of consideration may secure more favorable treatment for the permittee in the award of the permit or that the permittee's failure to provide such consideration may negatively affect the County's consideration of the permittee's submission. A permittee 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.
  - b. Permittee 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 Permit being terminated.
45. **ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:** Permittee acknowledges that the County of Los Angeles places a high priority on the implementation of the Safely Surrendered Baby Law. Permittee understands that it is the County's policy to encourage Permittee to voluntarily post the District's "Safely Surrendered Baby Law" poster in a prominent position at the Permittee's place of business. Permittee 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 Permittee with the poster to be used. As of the inception of this Permit, information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).
46. **WARRANTY OF ADHERENCE TO OWNER'S CHILD SUPPORT COMPLIANCE PROGRAM:**
- a. Permittee acknowledges that the County has established a goal of ensuring that all Permittee'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.

- b. As required by the County's Child Support Compliance Program (Owner Code Chapter 2.200) and without limiting the Permittee's duty under this Permit to comply with all applicable provisions of law, the Permittee warrants that it is now in compliance and shall during the term of this Permit 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).

- 47. **RECYCLED BOND PAPER:** Consistent with the County's Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Permittee agrees to use recycled-content paper to the maximum extent possible on this Permit and all documents related thereto.

- 48. **COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

Permittee acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If Permittee or a member of Permittee's staff is convicted of a human trafficking offense, the County shall require that the Permittee or member of Permittee's staff be removed immediately from performing services under the Permit to Enter. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Permittee's staff pursuant to this paragraph shall not relieve Permittee of its obligation to complete all work in accordance with the terms and conditions of this Permit to Enter.

- 49. The parties acknowledge that this Permit to Enter is mutually drafted. In the event of a dispute, a court shall not construe this Permit to Enter for or against either party based on which party drafted this Permit to Enter.

IN WITNESS WHEREOF, the Permittee has executed this Permit to Enter or caused it to be duly executed and District has caused this Permit to Enter to be executed as indicated below:


**WATERWORKS DISTRICT NO. 29:**

MARK PESTRELLA

BY: \_\_\_\_\_  
DISTRICT ENGINEER  
DISTRICT NO. 29

**APPROVED AS TO FORM:**

MARY C. WICKHAM  
County Counsel

By  \_\_\_\_\_  
Senior Associate

**PERMITTEE:**

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM  
AUTHORITY**

SCOTT EDSON

BY:  \_\_\_\_\_  
Executive Director

**APPROVED AS TO FORM:**

MARY C. WICKHAM  
County Counsel

By  \_\_\_\_\_  
Senior Associate

**Topanga Peak Site**  
**Aka Saddle Peak Tank Site**  
(District no. 29)

Permit to Enter exhibits



# EXHIBIT A SITE DESCRIPTION



**TOP Topanga Peak Telecommunications Site**  
**(Also known as SADDLE PEAK TANK WATERWORKS SITE)**  
**Topanga Tower Mountainway**  
**Topanga, CA 90290**

## WATERWORKS DISTRICT 29

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code	Supervisory District
TOP	Topanga Peak	LA County DPW Waterworks District 29	Topanga Tower Mountainway	Topanga	CA	90290	3

## EXHIBIT B

### EQUIPMENT LIST

Topanga Peak (TOP) Telecommunications Site  
(Also known as SADDLE PEAK TANK WATERWORKS SITE)

New 90' Monopole (1),

New CMU Equipment Shelter (14' x 30') (1),

New LMR Indoor RF Rack (11),  
New LMR Indoor DC Rack (1),  
New LMR Indoor Battery Rack (2),  
New LMR Indoor Future Rack (7),

New LMR Antenna (19),  
New LMR Microwave Dish (2),  
New LMR GPS Antenna (6),

New 100 Kw Generator (1),

New 1645 Gallon Fuel Tank (1)

## **EXHIBIT C**

### **SITE PLAN**

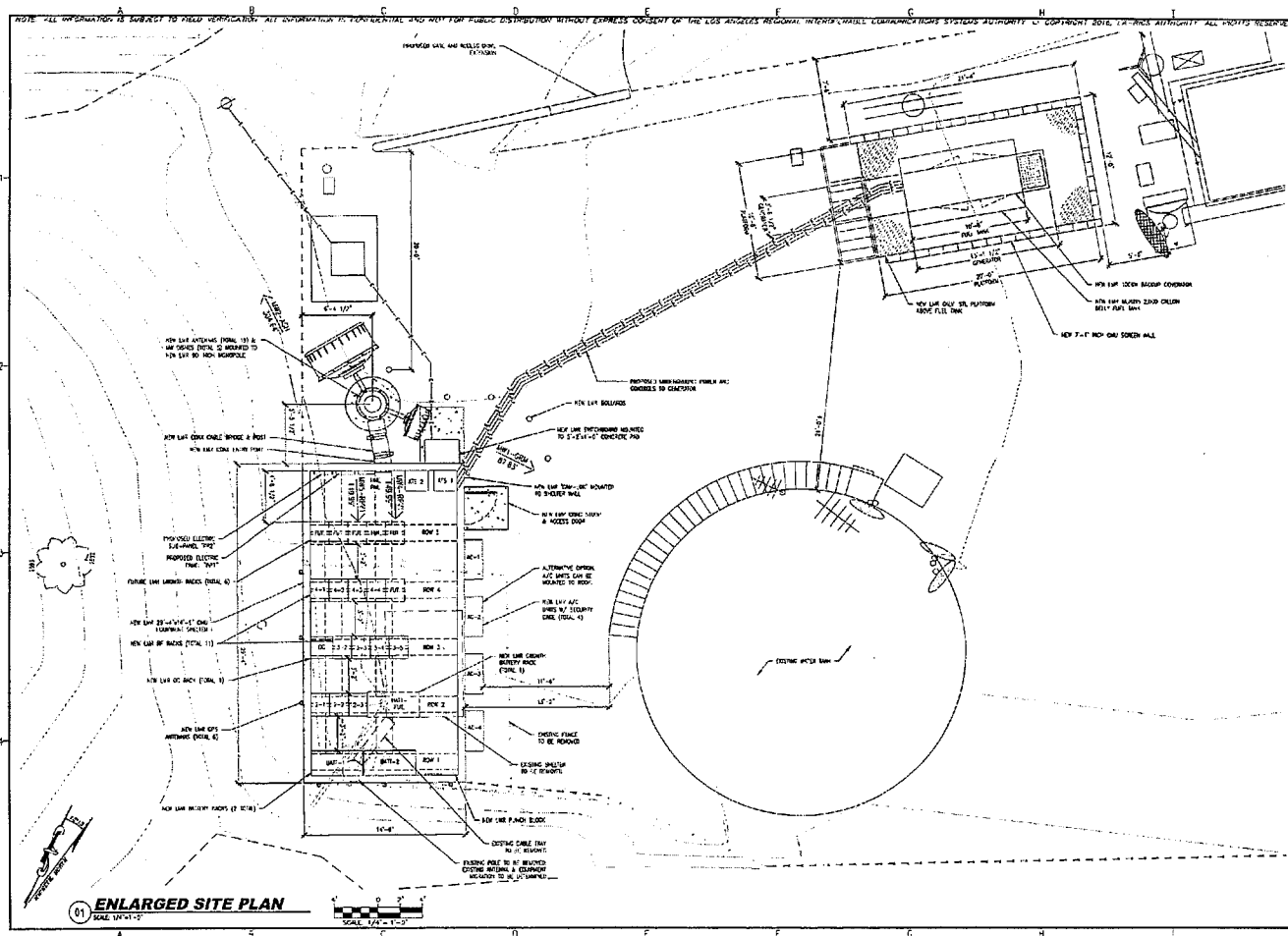
**Topanga Peak (TOP) Telecommunications Site  
(Also known as SADDLE PEAK TANK WATERWORKS SITE)**



See next page for Preliminary Site Drawings

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

 <b>LA-RICS</b> Los Angeles Regional Interconnected Communications Authority A COMMUNICATIONS PARTNER	
 <b>MOTOROLA SOLUTIONS</b>	
<p>   <b>CS COMMUNICATIONS</b>          6055 Equinix, Inc.          10000 Wilshire Blvd., Suite 1000          Culver City, CA 90230          Tel: 310-440-8877          Fax: 310-440-8877       </p>	<p style="text-align: center;"> <b>TOP</b>  <b>TOPANGA PEAK</b>  <b>TOPANGA TOWER MOUNTAIN WAY, TOPANGA, CA 90230</b> </p>
Los Angeles Regional Interconnected Communications System	
12-04-16	
ROUNDED BAY COMMUNICATIONS 10000 Wilshire Blvd., Suite 1000 Culver City, CA 90230 Tel: 310-440-8877 Fax: 310-440-8877	
<b>SITE SKETCH</b>	
<b>REVISIONS</b>	
NO.	DATE
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Exhibit C page2: TOPANGA (SADDLE PEAK SITE) - Waterworks District 29



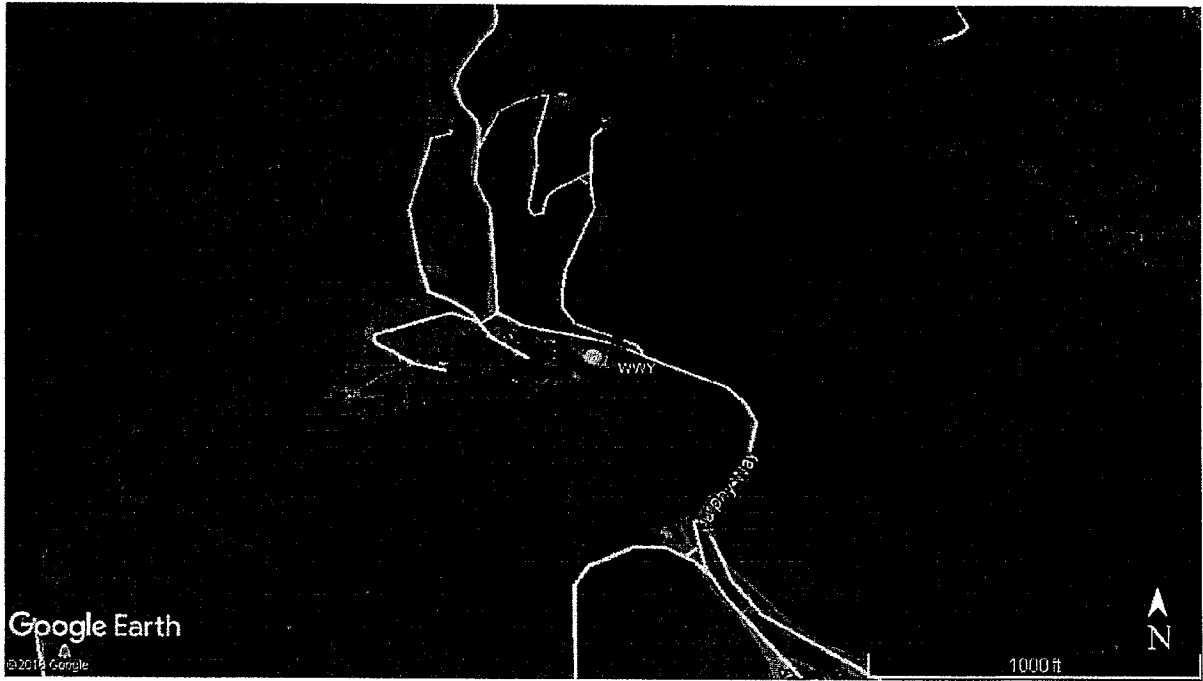
 <b>LA-RICS</b> Los Angeles Regional Interagency Regional Council of Governments																												
 <b>MOTOROLA SOLUTIONS</b>																												
<p><b>C&amp;S</b>          (405) 251-6145          www.candson.com</p> <p><b>C&amp;S Engineering, Inc.</b>          10000 Wilshire Blvd., Suite 1000          Beverly Hills, CA 90212          Tel: 405-251-6145          Fax: 405-251-6150          www.candson.com</p>	<p style="text-align: center;">Los Angeles Regional Interagency MTC Communications System</p> <p style="text-align: center;"><b>TOP</b></p> <p style="text-align: center;"><b>TOPANGA PEAK</b></p> <p style="text-align: center;"><b>TOPANGA TOWER MOUNTAIN WAY, TOPANGA, CA 90290</b></p>																											
<p>ISSUED DATE: 10-26-16</p> <p>CONSTRUCTION RECORD</p> <p>DRAWN BY: [Blank]</p> <p>CHECKED BY: [Blank] <span style="float: right;">S&amp;T, MB</span></p> <p style="text-align: right;">AP</p>																												
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<p style="text-align: center;"><b>REVISIONS</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">NO.</td> <td style="width: 15%;">DATE</td> <td style="width: 80%;">DESCRIPTION</td> </tr> <tr> <td>0</td> <td>12-3-17</td> <td>SITE SKETCH</td> </tr> <tr> <td>1</td> <td>5-25-17</td> <td>SITE SKETCH</td> </tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>		NO.	DATE	DESCRIPTION	0	12-3-17	SITE SKETCH	1	5-25-17	SITE SKETCH																		
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<p>LMR-TOP-A2</p>																												

# **Winding Way Tank Site**

(District no. 29)

Permit to Enter exhibits

# EXHIBIT A SITE DESCRIPTION



**WWY Winding Way Telecommunications Site  
28001 Overview Road  
Malibu, CA 90290**

**WATERWORKS DISTRICT 29**

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code	Supervisory District
WWY	Winding Way	LA County DPW Waterworks District 29	28001 Overview Rd.	Malibu	CA	90265	3

## EXHIBIT B

### EQUIPMENT LIST

#### Winding Way (WWY) Telecommunications Site

New Horizontal Lattice Structure supported by 18' Monopoles (1),

New CMU Equipment Shelter (13' x 23') (1),

New LMR Indoor RF Rack (5),

New LMR Indoor DC Rack (1),

New LMR Indoor Battery Rack (1),

New LMR Indoor Future Rack (3),

New LMR Antenna (7),

New LMR Microwave Dish (1),

New LMR GPS Antenna (4),

New 100 Kw Generator (1),

New 800 Gallon Fuel Tank (1)



## **EXHIBIT C**

### **SITE PLAN**

#### **Winding Way (WWY) Telecommunications Site**

See next page for Preliminary Site Drawings

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

Exhibit C page1: WINDING WAY SITE - Waterworks District 29

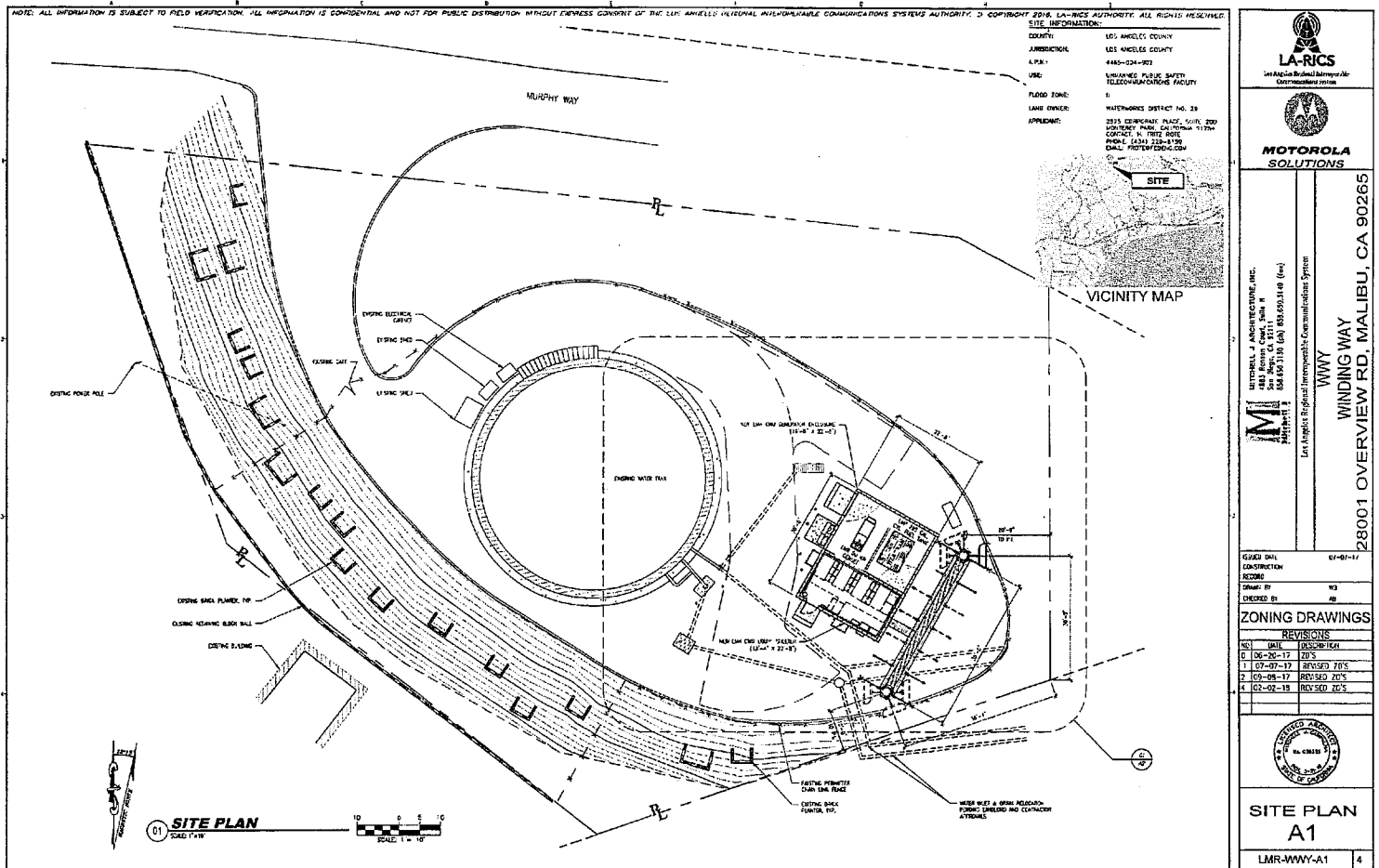
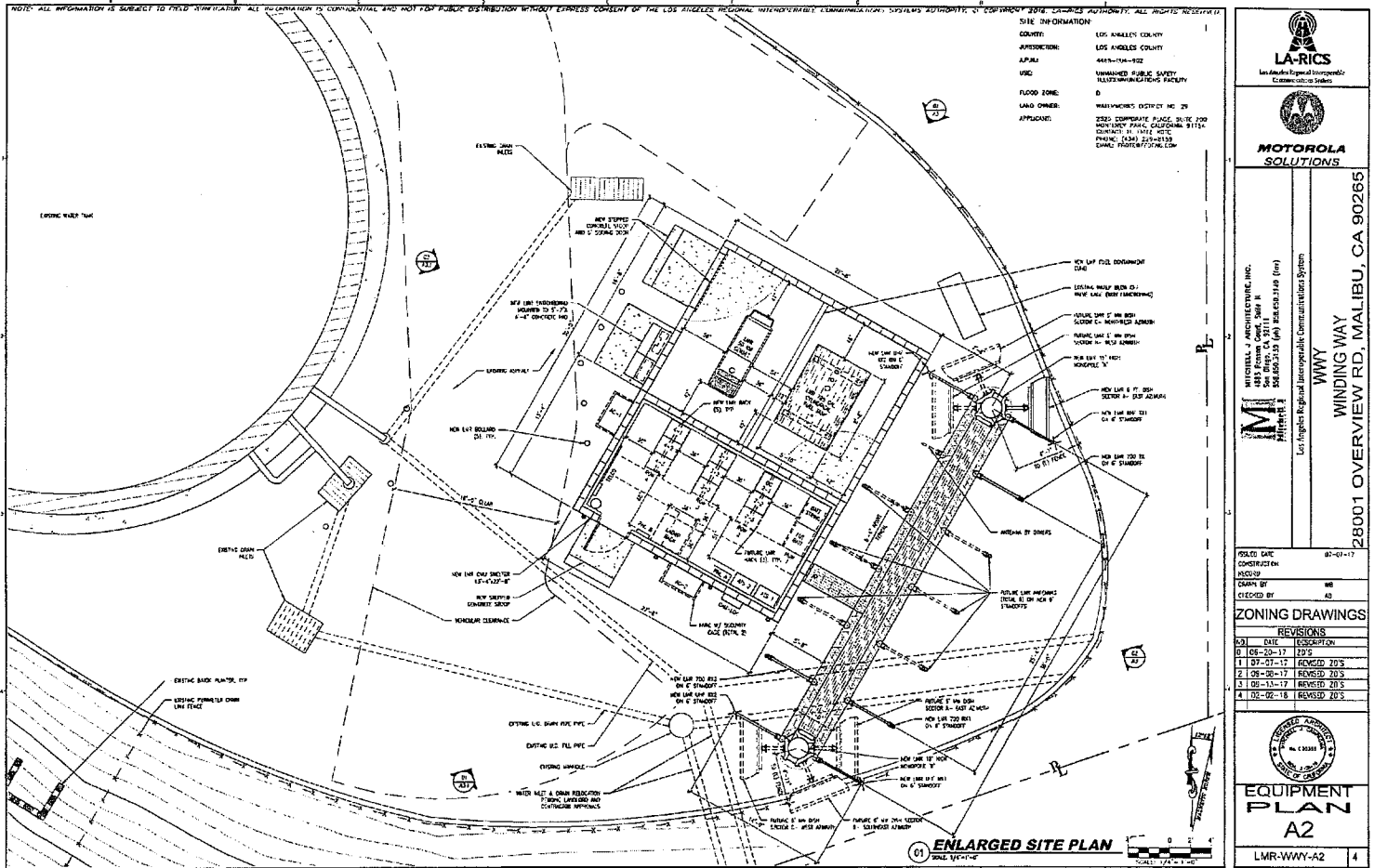


Exhibit C page2: WINDING WAY SITE - Waterworks District 29



# ATTACHMENT D

LAND MOBILE RADIO SITE

**WATERWORKS DISTRICT 40**

DPW 38 SITE (aka BUTTES TANK SITE)

## **SITE ACCESS AGREEMENT**

EXHIBIT A: SITE DESCRIPTION

EXHIBIT B: EQUIPMENT LIST

EXHIBIT C: SITE PLAN

## PERMIT TO ENTER

### Permittee:

Los Angeles Regional Interoperable Communications System (LA-RICS) Authority  
2525 Corporate Place, Suite 100  
Monterey Park, California 91754  
ATTN: Scott Edson  
Telephone: 323-881-8281

### Waterworks District No. 40:

Mark Pestrella, District Engineer  
900 South Fremont Avenue  
Alhambra, CA 910803  
ATTN: David Rydman  
Telephone: (310) 456-5341

- 
1. PREMISES: Permittee, after execution by the District Engineer, is hereby granted permission to enter the following Waterworks District No. 40 (the "District") property (the "Premises") identified as:

DPW 38 Tank Site (aka Buttes Tank), Palmdale

Entry constitutes acceptance by Permittee of all conditions and terms of this Permit.

2. PURPOSE: The sole purpose of this Permit is to allow LA-RICS Authority and its employees, agents and contractors (collectively "Permittee") to enter the Premises and to install, locate, construct, operate, maintain and repair an unmanned Land Mobile Radio (LMR) communications facility and the LMR System on land space shown on Exhibit A ("Real Property") attached hereto and incorporated herein by this reference (the "LMR Site") together with necessary permits for access and utilities owned by the District. The LMR Site typically consists of the infrastructure, shelter, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference (such LMR System, and associated infrastructure, shelter, equipment and related improvements, collectively, the "LA-RICS Facility"). Site drawings for the LMR Site are included as Exhibit C. The LMR Site shall be used only for the purposes authorized by this Section 2, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities"). Permittee's use of the Premises shall be subordinate to the primary uses and purposes of the Premises by District and others (pursuant to District's permission), and Permittee shall at no time interfere with the use of the Premises by District. District acknowledges that the Permittee has retained Motorola Solutions, Inc. ("LMR Vendor") to design, construct, and perform services with respect to the LMR System as a part of the LA-RICS, and that any of the LA-

RICS Authority member agencies may assume the LA-RICS Authority's rights and obligations under this Permit to Enter and/or may perform services with respect to LA-RICS with written notification provided 60-day in advance of work being performed, subject to prior approval by the District which will not be unreasonably withheld.

3. **APPROVALS/DESIGN REVIEW:** The Permittee shall furnish and submit to District copies of project plans (along with any other information reasonably requested by District) for the LMR Site at the 50%, 75%, and 100% stages of design development, for District's review and approval. Permittee agrees to discuss with District the District's concerns, if any, regarding the proposed plans and to work in good faith to address such concerns and obtain District approval prior to implementation of said plans.

Conceptual site plans for the LMR Site are identified in Exhibit C. Upon the Permittee's and District's (or District'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. District agrees that it will approve or deny approval of all plans and specifications within 20 business days of receipt of said plans. If District fails to provide approval within 20 days, Permittee shall notify District of such failure and District shall have 5 days from receipt of such notification to approve or deny such plans. Permittee shall provide District with a notice of work commencement and an estimated time of completion for each LMR Site.

District and the Permittee acknowledge that the Permittee is a California joint powers authority whose members have specified, pursuant to Section 4.04 of its Joint Powers Permit and Section 6509 of the California Government Code, that all common powers exercised by the Permittee'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 Permittee has adopted the County's operating mode). Accordingly, District and the Permittee agree that the Permittee (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 District 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.

Should ministerial permits be required, District shall expeditiously process such permits within its jurisdiction. To the extent there may be costs associated with District's review, such costs will be mutually agreed to by District and Permittee prior to work commencing. The Permittee may perform and obtain, at the Permittee's sole cost and expense, soil borings, percolation tests, engineering reports, environmental investigations or other tests or reports on, over, and under

the Premises 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 Permittee's use of the LMR Site will be compatible with the Permittee's engineering specifications and design and operational requirements. District shall work cooperatively and expeditiously with the Permittee 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:** This Permit shall commence upon execution by the District Engineer and terminate fifteen (15) years thereafter, unless terminated earlier by the parties by providing prior written notice as required herein.
5. **CONSIDERATION:** Consideration for this Permit shall be Permittee's faithful performance of its obligations under this Permit.
6. **CONDITIONS PRECEDENT TO INSTALLATION OR ALTERATIONS OF EQUIPMENT:** District shall have the opportunity to review and provide input, if any, as to all project plans and specifications for the Permittee's proposed alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements) after Permittee's initial installation of the LA-RICS Facility on the LMR Site. In addition, District 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 Permittee (except in cases of emergency pursuant to Section 12 hereof (Emergency Access)) and, at Permittee's option, Permittee may choose to have a representative to accompany District during any such inspection of or access to a LMR Site. The Permittee shall not commence installation of equipment or alteration of a LMR Site, or any portion thereof, until the District has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Permit, including without limitation Sections 3 hereof. District's review and approval of the plans shall not release the Permittee from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The Permittee shall be responsible for notifying District and all other relevant parties immediately upon discovery of such omissions and/or errors. The Permittee shall not cause or permit any change of any equipment installed by the Permittee on the 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 District has been provided an opportunity to review and approve, such plans and specifications.
7. **INSTALLATION:**
  - a. Permittee shall install the LA-RICS Facility at its own expense and risk as approved by District in accordance with the terms hereof, and such installation shall not cause radio frequency interference with equipment, transmission or reception by the District. Permittee 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 Permittee's name, 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.

- b. Permittee accepts the LMR Site in an "as is" condition as of the date of full execution of this Permit. Permittee shall have the right to finance and construct approved equipment and related improvements on the LMR Site at Permittee's sole cost and expense, except as may be provided otherwise by other Permits. Following the construction and installation of the LA-RICS Facility, Permittee 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 Permittee's infrastructure, shelter, equipment, and related improvements and as required for Permittee's operations of the LA-RICS Facility at the LMR Site, including any structural upgrades required to accommodate Permittee's infrastructure, shelter, equipment, and related improvements on the LMR Site.
- c. Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LMR Site, Permittee shall provide District with a time of completion notice and as-built drawings of the LA-RICS Facility ("As-Built"). Such As-Built shall include the location of any of Permittee shelters, cabinets, grounding rings, cables, and utility lines associated with Permittee's use of the LMR Site in CAD and PDF formats. Upon receipt of the As-Built by District, the As-Built shall be deemed incorporated herein by reference as updates to Exhibit C. District shall be responsible for completion of and costs associated with As-Built resulting from any modifications required by District.

#### 8. RELOCATION:

- a. District 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 Premises ("Alternate Site"), provided:
  - 1. The Alternate Site: (i) is substantially similar to Permittee's current LMR Site in size, (ii) is compatible with Permittee's use pursuant to Section 2 hereof, and (iii) does not materially interfere with any portion of the Permittee's or the LMR System or equipment;
  - 2. District shall pay all costs incurred by Permittee for relocation of Permittee'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 the California Environmental Quality Act (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 enable Permittee's use of the Alternate Site.

3. District shall give Permittee at least six (6) months written notice before requiring relocation; and
  4. District shall use its best efforts to assist Permittee's in its relocation efforts of Permittee's facilities so as to not materially interrupted Permittee, including, if necessary, to place temporary equipment on the Premises during the relocation.
9. **ADDITIONAL CHARGES:** Permittee agrees to pay any charges for utilities that may be required by or for the conduct of the Permitted Activities and for the safekeeping of the Premises for the prevention of any accidents as a result of the Permittee's activities thereon.
10. **MAINTENANCE:** District 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, but does not include the LA-RICS Facility. The LMR Site shall be kept neat and clean by Permittee and ready for normal use by District and other users. Should Permittee fail to accomplish this, following 30 days written notice from District, District may perform the work and Permittee shall pay the cost thereof upon written demand by District. However, graffiti removal from the LMR site by the Permittee shall be required within 72 hours of notification by District.
- Permittee 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 Permittee, its employees, agents or business vendors, including without limitation the LMR Vendor. Should Permittee fail to promptly make such repairs after thirty (30) days written notice from District, District may have repairs made and Permittee shall pay the cost thereof upon written demand by District.
11. **NOTICE:** Notices desired or required to be given by this Permit or by any law now or hereinafter in effect may 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 Permittee as follows:

2525 CORPORATE PLACE, SUITE 100  
MONTEREY PARK, CA 91754  
Attention: Scott Edson

or such other place in California as may hereinafter be designated in writing by the Permittee. The Notices, Certificates of Insurance and Envelopes containing the same to District shall be addressed to:

PO BOX 1460  
ALHAMBRA, CA 910802-1460  
Attention: Assistant Deputy Director, Waterworks Division

12. **EMERGENCY ACCESS BY DISTRICT:** The District 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 Permittee's transmission(s) from the LMR Site should Permittee be unable or unwilling to respond to District's request to take immediate action to correct any deficiency which threatens District's operation on the LMR Site, provided that District shall endeavor to provide a 24-hour prior notice to Permittee and shall access the LMR Site in the presence, if possible, of an Permittee representative, if provided by Permittee. Notwithstanding the foregoing, District shall not be required to provide notice to Permittee prior to entering the LMR Site due to an emergency; provided, however, that under no circumstance shall the District access Permittee's equipment shelter. District shall use its best efforts to minimize any inconvenience or disturbance to Permittee when entering the LMR Site. Permittee shall reimburse District within thirty (30) days of receipt of District's written request for District's actual costs to correct any deficiency that is corrected by District pursuant to this Section.
13. **RADIO FREQUENCY EMISSIONS/INTERFERENCE:**
  - a. **No Interference:** Permittee 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 District or District's agents, invitees or other licensees or users who may occupy portions of the Real Property at the time this Permit is entered into.
  - b. **Interference With Public Safety Systems:** In the event of any interference with District's, County Sheriff or Fire Department, Public Works, County-wide Integrated Radio System (CWIRS), Paramedics or other County mission critical communications systems, or any future public safety-related systems, which is caused by Permittee's equipment or operations, Permittee shall be immediately notified by District of such interference. Following such notification, the parties will meet promptly to cooperatively discuss and reach agreement on how such interference will be resolved.

- c. **Interference With Non-Public Safety Systems:** In the event Permittee's operations or equipment cause interference with non-public safety-related systems of District or any other duly authorized occupant of the Real Property, written notice of such interference shall be provided to Permittee and Permittee promptly meet with District to cooperatively discuss and reach agreement on how such interference will be resolved. District agrees that District 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 Permittee.
- d. **Interference During Emergency:** If any measurable interference caused by Permittee's equipment with District's electronic equipment during an emergency incident occurs, the Permittee will immediately cease operation, transmission or further use of Permittee's equipment until such time as the emergency incident or interference has ended but Permittee shall be permitted to power up its equipment for intermittent testing with notice.
- e. **Compliance With Law:** Permittee 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. Permittee 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. Permittee 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 Permittee's equipment alone and not in combination with others. Where Permittee's equipment, in combination with other, exceed or violates such standards, Permittee shall reasonably cooperate with District and with other relevant parties to mitigate such violations in a timely manner.

14. **OPERATIONAL RESPONSIBILITIES:** Permittee shall:

- a. Comply with and abide by all applicable rules, regulations and directions of District.
- b. 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

permits and licenses required to conduct the Permitted Activities on the Premises.

- c. Maintain the Premises and surrounding area in a clean and sanitary condition to the satisfaction of District.
- d. Conduct the Permitted Activities in a courteous and non-profane manner; operate without interfering with the use of the Premises by District. District has the right to immediately eject or remove any agent, servant or employee of the Permittee who fails to conduct the Permitted Activities in the manner heretofore described.
- e. Assume the risk of loss, damage or destruction to any and all fixtures and personal property belonging to Permittee that are installed or placed within the area occupied.
- f. Repair or replace any and all District or County property lost, damaged, or destroyed as a result of or connected with the conduct or activities of the Permittee. Should Permittee fail to make repairs or replacement within 30 days unless otherwise mutually agreed by the parties, District may have repairs or replacement made and Permittee shall pay costs.
- g. Pay charges for installation and service costs for all utilities used for the conduct of the Permitted Activities, if needed.
- h. Permittee agrees to restore the Premises, prior to the termination of this Permit, and to the satisfaction of District, to the conditions that existed prior to the commencement of the Permitted Activities, excepting ordinary wear and tear or damage or destruction by the acts of God beyond the control of Permittee. This shall include removal of all rubbish and debris, as well as structures placed on the Premises by Permittee in order that the Premises will be neat and clean and ready for normal use by District on the day following the termination of this Permit. Should Permittee fail to accomplish this, District may perform the work and Permittee shall pay the cost. The Permittee and District may agree that Permittee may abandon some of the facilities in place upon the written consent of District.
- i. Subject to the terms of Section 6 and Section 12 herein, allow District to enter the Premises to determine compliance with the terms of this Permit, or for any other purpose incidental to the performance of the responsibilities of the District Engineer.
- j. Provide all security devices required for the protection of the fixtures and personal property used in the conduct of the Permitted Activities from theft, burglary or vandalism, provided written approval for the installation thereof is first obtained from the District.

- k. Prohibit all advertising signs or matter from display at the Premises, other than signs displaying the name of Permittee.
  - l. Prohibit the sale of food.
15. INDEMNIFICATION: Permittee agrees to indemnify, defend, save and hold harmless the District, County of Los Angeles, its agents, 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 Permittee's use of the Premises, including, but not limited to, fires and other damages resulting from Section 12, except for such loss or damage arising from the negligence or willful misconduct of the District.
- District agrees to indemnify, defend, save and hold harmless Permittee 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 performance of District's obligations hereunder, except for such loss or damage arising from the negligence or willful misconduct of the Permittee.
16. GENERAL INSURANCE REQUIREMENTS: Without limiting Permittee's indemnification of District, Permittee shall provide and maintain, and shall cause its contractors to provide and maintain, the following types and limits of insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by District, and such coverage shall be provided and maintained at Permittee's or its contractors' own expense.
- a. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to District shall be delivered to the District prior to Permittee's entry. Such certificates or other evidence shall identify this Permit, clearly evidence all required coverages, and permittee shall provide District with, or permittee's insurance policies shall contain a provision that District shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to District at least ten (10) days in advance of cancellation for non-payment of premium and ten (10) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Permit, in the sole discretion of the District, upon which the District may suspend or terminate this Permit.

- b. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the District with an A.M. Best rating of not less than A:VII, unless otherwise approved by District.
  - c. Permittee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Permit, upon which District immediately may suspend or terminate this Permit. District, at its sole discretion, may obtain damages from Permittee resulting from said breach. Alternatively, the District may purchase the Required Insurance, and without further notice to Permittee, pursue Permittee for reimbursement.
  - d. Notification of Incidents, Claims or Suits: Permittee shall report to District any accident or incident relating to Permittee's entry which involves injury or property damage which may result in the filing of a claim or lawsuit against Permittee and/or District in writing within 24 hours of occurrence.
17. INSURANCE COVERAGE REQUIREMENTS: Permittee shall require its contractors to have the following:
- a. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent), naming District as an additional insured, with limits of not less than the following:

General Aggregate:	\$5 million
Products/Completed Operations Aggregate:	\$5 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million
  - b. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$22 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto", as appropriate.
  - c. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Permittee is responsible. If Permittee's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Permittee is responsible.
- In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$2 million
Disease - policy limit:	\$2 million
Disease - each employee:	\$2 million

18. **LA-RICS FACILITY REMOVAL:** Subject to Section 14, Permittee 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 Permittee excepted, on or before the expiration of this Permit, unless this Permit is otherwise terminated or cancelled prior to the expiration date provided herein, in which case Permittee 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 Permittee excepted, within ninety (90) days of the cancellation. If weather conditions or lack of access to the LMR Site render the timely removal of Permittee's property impossible, then Permittee shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

If Permittee 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, District may, but shall not be required to, remove the LA-RICS Facility and all personal property and improvements at Permittee's expense. Permittee shall reimburse District within thirty (30) days of receipt of an itemized accounting of the cost for such removal of personal property and improvements. District shall incur no liability for any damage to the LA-RICS Facility during removal or storage.

20. **DEFAULT:** Except as otherwise provided in this Permit, in the event of a default hereunder by Permittee, District shall provide written notice thereof to Permittee. Permittee shall have sixty (60) days from the date of said notice in which to cure the default, provided that Permittee 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 Permittee 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. District may not maintain any action or effect any remedies for default against Permittee unless and until Permittee has failed to cure a default within the time periods set forth in this section. In the event that Permittee fails to cure a default within sixty (60) days or as otherwise provided in this section, District may: (a) cure the default and invoice Permittee for all costs reasonably incurred in effecting such cure, or (b) terminate this Permit upon written notice to Permittee, take possession of the LMR Site and remove all Permittee's improvements located thereon. In the event of a default hereunder by District, Permittee shall provide written notice thereof to District. District shall have sixty (60) days from the date of said notice in which to cure the default, provided that District 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 District 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. Permittee may not maintain any action or effect any remedies for default against District unless and until District has failed to cure a default within the time periods set forth in this section. In the event that District fails to cure a default within sixty (60) days or as otherwise provided in this section, Permittee may: (a) cure the default and invoice District for all costs reasonably incurred by Permittee in effecting such cure, or (b) terminate this Permit upon written notice to District.

21. **DAMAGE OR DESTRUCTION:** Either party shall have the right to terminate this Permit 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 District 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 Permittee'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, Permittee 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 District elect not to undertake such repairs.

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 Permit by either party, such party shall be relieved of the performance of such obligations during the time period of the event.

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

22. **WAIVER:**

- a. 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 Permit or stopping either party from enforcing the full provisions thereof.
- b. 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 Permit shall be cumulative.

23. HAZARDOUS MATERIALS:

- a. 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 Permit, 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.
- b. 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.

24. AUTHORIZATION WARRANTY: The parties hereto represent and warrant that the person executing this Permit 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 Permit and that all requirements of such party have been fulfilled to provide such authority.

25. GOVERNING LAW, JURISDICTION, AND VENUE: This Permit shall be governed by, and construed in accordance with the internal laws of the State of California. Permittee agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Permit and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

26. COMPLIANCE WITH APPLICABLE LAW: In the performance of this Permit, each party and anyone acting on such party's behalf pursuant to this Permit 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, including but not limited to Multi-Employer Worksite regulations, and implementation of an Injury & Illness Prevention Program pursuant to Title 8, California Code of Regulations if applicable and all

provisions required thereby to be included in this Permit are hereby incorporated herein by reference.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS, NONDISCRIMINATION AND AFFIRMATIVE ACTION:

- a. Permittee 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 Permit or under any project, program or activity supported by this Permit.
- b. Permittee 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.
- c. Permittee 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 Permit or under any project, program, or activity supported by this Permit.
- d. If the District finds that any of the above provisions of this Section have been violated, such violation shall constitute a material breach of this Permit upon which the District may terminate, or suspend this Permit.
- e. While the District reserves the right to determine independently that the anti-discrimination provisions of this Permit have been violated, in addition, a determination by the California Fair Employment Practices Commission, the Federal Equal Employment Opportunity Commission that Permittee has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by District that Permittee has violated the anti-discrimination provisions of this Permit.
- f. In the event Permittee violates the antidiscrimination provisions of the Permit, the parties agree that it is difficult to ascertain the amount of liquidated damages, and hereby agree that the District 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 Permit.

28. NON EXCLUSIVITY: Nothing herein is intended or shall be construed as creating any exclusive arrangement with Permittee.

29. PUBLIC RECORDS ACT:

- a. Any documents submitted by Permittee or its agents including without limitation the LMR Vendor and all information obtained in connection with the District's right to inspect the LMR Site or any other rights provided by this Permit shall become the exclusive property of the District. 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 District 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.
- b. In the event the District is required to defend an action on a Public Records Act request as requested by Permittee for any of the aforementioned documents, information, books, records, and/or contents of a proposed marked "trade secret," "confidential," or "proprietary," Permittee agrees to refund and indemnify the District 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 Permittee's receipt of District's invoice.
- c. Any documents submitted by District or its agents and all information obtained in connection with Permittee's rights provided by this Permit shall become the exclusive property of Permittee. 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." Permittee 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.
- d. In the event the Permittee is required to defend an action on a Public Records Act request as requested by the District for any of the aforementioned documents, information, books, records, and/or contents District agrees to refund and indemnify the Permittee 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 District's receipt of Permittee's invoice.

30. OTHER TERMS AND CONDITIONS:

- a. Advertising Materials and Signs: Except for warning signs required by law, Permittee 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 District at the sole discretion of the District.

- b. Habitation: The LMR Site shall not be used for human habitation.
  - c. Illegal Activities: Permittee shall not knowingly permit any illegal activities to be conducted upon the LMR Site.
  - d. Safety: Permittee 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 Permittee's use of the LMR Site. Permittee shall cooperate fully with District in the investigation of any accidental injury or death occurring on the LMR Site, including a prompt report thereof to the District. Permittee shall cooperate and comply fully with District, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all Permittee's structures and enclosures.
  - e. 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.
  - f. Security Devices: Permittee, 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 District. District shall be responsible for securing the Real Property to the extent deemed necessary by District in its sole discretion
31. SEVERABILITY: The invalidity of any provision of this Permit, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.
32. INDEPENDENT STATUS: This Permit is by and between District and Permittee and is not intended and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between District and Permittee. Permittee understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Permittee pursuant to this Permit.
33. EMPLOYEES: All references to the "Permittee" in the Permit are deemed to include the employees, agents, assigns, contractors, and anyone else involved in any manner in the exercise of the rights therein given to the undersigned Permittee.

34. **LIMITATIONS:** It is expressly understood that in permitting the right to use said Premises, no estate or interest in real property is being conveyed to Permittee, and that the right to use is only a nonexclusive, revocable and unassignable permission to occupy the premises in accordance with the terms and conditions of the Permit for the purpose of conducting the Permitted Activities.
35. **ASSIGNMENT:** This Permit is personal to Permittee, and in the event Permittee shall attempt to assign or transfer the same in whole or part, all rights hereunder shall immediately terminate.
36. **AUTHORITY TO STOP:** In the event that an authorized representative of the District finds that the activities being held on the Premises unnecessarily or unduly interfere with District business on the site or endanger the health or safety of persons on or near said property, the representative may require that this Permit immediately be terminated until said interfering or endangering activities cease, or until such action is taken to eliminate or prevent the interference or endangerment.
37. **ENFORCEMENT:** The District's Chief Engineer shall be responsible for the enforcement of this Permit on behalf of District and shall be assisted therein by those officers, employees, or committees of District having duties in connection with the administration thereof.
38. **ALTERATIONS AND IMPROVEMENTS:** Permittee has examined the Premises and knows the condition thereof. Permittee accepts the Premises in the present state and condition and waives any and all demand upon the District for alteration, repair, or improvement thereof. Permittee shall make no alteration or improvements to the Premises, except those in accordance with the documentation attached hereto as Exhibits C and/or as permitted elsewhere herein, without prior written approval from the District, provided that such alterations, renovations, and improvements shall be consistent with the authorized use set forth in Section 2 hereof. Any fixtures and/or personal property incidental to the purposes described in Section 2 hereof shall be removed by Permittee prior to the termination of this Permit.
39. **TERMINATION:** Either party may terminate this Permit for any reason upon one hundred and eighty (180) days written notice.
40. **INTERPRETATION:** Unless the context of this Permit 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.
41. **ENTIRE PERMIT:** This Permit contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both District and Permittee.

42. **TIME IS OF THE ESSENCE:** Time is of the essence for each and every term, condition, covenant, obligation and provision of this Permit.
43. **SURVIVAL OF COVENANTS:** The covenants, agreements, representations and warranties made herein are intended to survive the termination of the Permit.
44. **SOLICITATION OF CONSIDERATION:**
- a. It is improper for any County officer, employee or agent to solicit consideration, in any form, from a permittee with the implication, suggestion or statement that the permittee's provision of consideration may secure more favorable treatment for the permittee in the award of the permit or that the permittee's failure to provide such consideration may negatively affect the County's consideration of the permittee's submission. A permittee 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.
  - b. Permittee 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 Permit being terminated.
45. **ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:** Permittee acknowledges that the County of Los Angeles places a high priority on the implementation of the Safely Surrendered Baby Law. Permittee understands that it is the County's policy to encourage Permittee to voluntarily post the District's "Safely Surrendered Baby Law" poster in a prominent position at the Permittee's place of business. Permittee 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 Permittee with the poster to be used. As of the inception of this Permit, information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).
46. **WARRANTY OF ADHERENCE TO OWNER'S CHILD SUPPORT COMPLIANCE PROGRAM:**
- a. Permittee acknowledges that the County has established a goal of ensuring that all Permittee'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.
  - b. As required by the County's Child Support Compliance Program (Owner Code Chapter 2.200) and without limiting the Permittee's duty under this Permit to

comply with all applicable provisions of law, the Permittee warrants that it is now in compliance and shall during the term of this Permit 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).

47. **RECYCLED BOND PAPER:** Consistent with the County's Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Permittee agrees to use recycled-content paper to the maximum extent possible on this Permit and all documents related thereto.

48. **COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

Permittee acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If Permittee or a member of Permittee's staff is convicted of a human trafficking offense, the County shall require that the Permittee or member of Permittee's staff be removed immediately from performing services under the Permit to Enter. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Permittee's staff pursuant to this paragraph shall not relieve Permittee of its obligation to complete all work in accordance with the terms and conditions of this Permit to Enter.

49. The parties acknowledge that this Permit to Enter is mutually drafted. In the event of a dispute, a court shall not construe this Permit to Enter for or against either party based on which party drafted this Permit to Enter.

IN WITNESS WHEREOF, the Permittee has executed this Permit to Enter or caused it to be duly executed and District has caused this Permit to Enter to be executed as indicated below:

**WATERWORKS DISTRICT NO. 40:**

MARK PESTRELLA

BY: \_\_\_\_\_  
DISTRICT ENGINEER  
DISTRICT NO. 40

**APPROVED AS TO FORM:**

MARY C. WICKHAM  
County Counsel

By  \_\_\_\_\_  
Senior Associate

**PERMITTEE:**

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM  
AUTHORITY**

SCOTT EDSON

BY:  \_\_\_\_\_  
Executive Director

**APPROVED AS TO FORM:**

MARY C. WICKHAM  
County Counsel

By  \_\_\_\_\_  
Senior Associate



# EXHIBIT A

## SITE DESCRIPTION



**DPW38 Water Tank/Telecommunications Site  
(aka Buttes Tank Site)  
163<sup>rd</sup> Street E  
Palmdale, CA 93591**

**WATERWORKS DISTRICT 40**

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code	Supervisory District
DPW38	DPW38 Water Tank	LA County DPW Waterworks District 40	39750 163 <sup>rd</sup> Street E (end of cul-de- sac)	Lake Los Angeles	CA	93591	5

## EXHIBIT B

### EQUIPMENT LIST

#### DPW38 Water Tank/Telecommunications Site (aka Buttes Tank Site)

New 180' Self Supporting Tower (1),

New Pre-Fabricated Shelter (24' x 24') (1),

New LMR Indoor RF Rack (10),

New LMR Indoor DC Rack (1),

New LMR Indoor Battery Rack (2),

New LMR Indoor Future Rack (5),

New LMR Antenna (22),

New LMR Microwave Dish (4),

New LMR GPS Antenna (6),

New 100 Kw Generator (1),

New 1700 Gallon Fuel Tank (1)

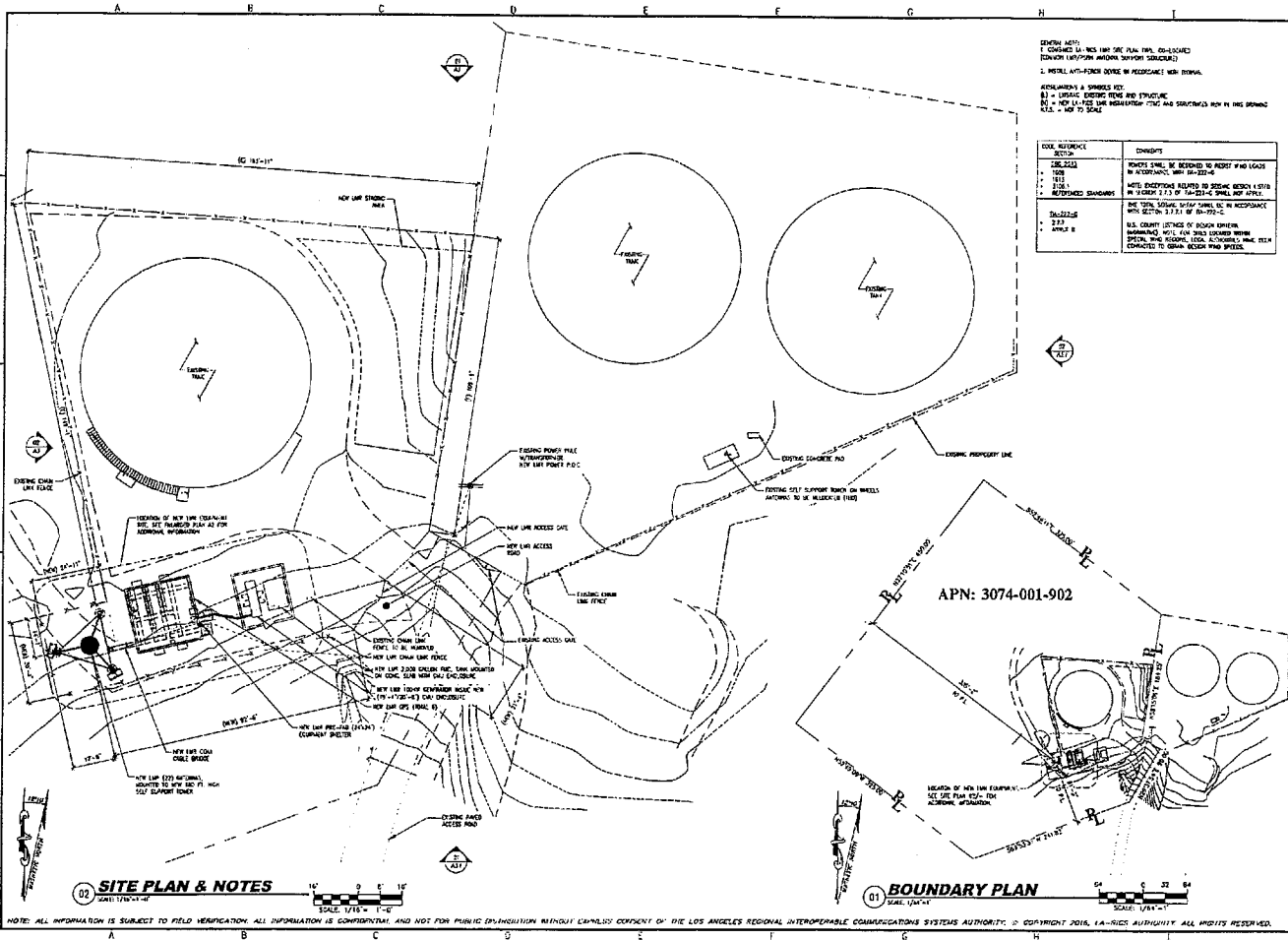
## **EXHIBIT C**


### **SITE PLAN**

**DPW38 Water Tank/Telecommunications (DPW38) Site  
(aka Buttes Tank Site)**


See next page for Preliminary Site Drawings dated November 16, 2016.

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





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



**MOTOROLA  
SOLUTIONS**

**DPW38  
DPW38 WATER TANK**

39750 163RD STREET E, PALMDALE, CA 93591

**CS**  
COMMUNICATIONS  
SOLUTIONS

Los Angeles Regional Interoperable Communications System

DATE: 02-16-16	BY: 53		
CONSTRUCTION: 53	CHECKED BY: 60		
<b>CONSTRUCTION DRAWINGS</b>			
NO.	DATE	BY	DESCRIPTION
0	10-6-16	508	PROGRESS 01
1	1-6-17	508	PROGRESS 02

**BOUNDARY PLAN  
& SITE PLAN  
A1**

LMR-DPW38-A1 1

