WILLIAM T FUJIOKA
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
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

March 05, 2013

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 March 5, 2013

SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

COMMUNICATION SITE LICENSE
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
AT VERDUGO PEAK, GLENDALE
(FIFTH DISTRICT)
(3 VOTES)

SUBJECT

The recommendation is for a new communication site license agreement with the Los Angeles County Metropolitan Transportation Authority (MTA) at the County-owned Verdugo Peak in Glendale.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman to sign a five-year communication site license containing three five-year options, which the Metropolitan Transit Authority can exercise for the use of approximately 10,000 square feet of land at an initial annual payment of $33,000 to accommodate the replacement and refurbishment of existing communication facilities.

2. Find that the proposed license is categorically exempt under the California Environmental Quality Act (CEQA) pursuant to Class 1 and Class 3 of the Environmental Document Reporting Procedures adopted by the Board, and Section 15301 (Existing Facilities) and Section 15303 (New Construction or Conversion of Small Structures), respectively, of the State CEQA Guidelines.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will allow the Los Angeles County Metropolitan Transit Authority (MTA) to proceed with upgrading its facilities and co-locate through a sublicense

agreement with the Southern California Regional Rail Authority (SCRRA), which is a joint powers authority created to provide regional rail transportation. SCRRA operates the intercity rail service for MTA and will share in the funding for the facility upgrades, which will improve rail communications and safety throughout the County.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal of Operational Effectiveness (Goal 1) directs that we maximize the effectiveness of process, structure, and operations to support timely delivery of customer-oriented and efficient public service. The approval of the recommendations will promote interagency cooperation that will provide the public with enhanced rail service that is efficient, beneficial, and responsive to the Los Angeles County residents.

FISCAL IMPACT/FINANCING

All related project costs associated with the new license agreement will be absorbed by MTA. It is anticipated that the County will receive an annual land use fee of $33,000 from MTA, which will be increased annually at 3 percent.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Verdugo Peak is a mountain top with multi-communication users under the proprietorship of the County's Internal Services Department (ISD), which also operates its own communication site within close proximity from MTA site. ISD manages Verdugo Peak and all its telecommunication facilities on behalf of the County, and was instrumental in providing a technical review and evaluation of MTA's proposal, and concurs with MTA and SCRRA's intended use. MTA and SCRRA, as part of their contractual obligations with respect to the proposed license and sublicense, will obtain all required jurisdictional approvals, prior to the installation of the new facilities. County Counsel has reviewed and approved as to form the attached license and sublicense.

ENVIRONMENTAL DOCUMENTATION

The CEO has concluded that this project is categorically exempt under the California Environmental Quality Act (CEQA) pursuant to Class 1 and Class 3 of the Environmental Document Reporting Procedures adopted by the Board, and Section 15301 (Existing Facilities) and Section 15303 (New Construction or Conversion of Small Structures), respectively, of the State CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will not impact or adversely affect any current services or future projects.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return three licenses, three certified copies of the Minute Order and the adopted, stamped Board letter to the CEO, Real Estate Division, 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:RLR
CMM:EJ:ls

Enclosures

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

COMMUNICATIONS SITE LICENSE

THIS COMMUNICATIONS SITE LICENSE AGREEMENT (the "License"), is made and entered into in duplicate original this 5th day of March, 2013,

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

AND **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY,** a public agency existing under the authority of the laws of the State of California, hereinafter referred to as "Licensee."

RECITALS:

WHEREAS, County owns certain real property in the County of Los Angeles known as the Verdugo Peak, located on a County-owned parcel with Assessor Parcel Number (APN) 5630-030-902 (the "Real Property"), as depicted in **Exhibit A,** attached hereto and incorporated herein by this reference; and

WHEREAS, Licensee operates an existing wireless communication site on the Real Property at a latitude 34-13-09.0 N, longitude 118-17-10.3 W, under County Agreement No. L-48398, which commenced on September 18, 1984 and which is currently operating on a month-to-month basis; and

77922

WHEREAS, Licensee desires to continue use of said wireless communication site and is willing to accept the grant of a license in accordance with the terms and conditions prescribed herein.

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

1. **LICENSED AREA**

1.01 County hereby licenses to Licensee, and Licensee hereby hires and accepts from County on the terms and conditions hereinafter set forth, the use of approximately ten thousand (10,000) square feet of land and an access road for the installation and operation of a wireless communication site located at the County-owned Verdugo Peak (the "Licensed Area"), said Licensed Area described in **Exhibit B** attached hereto and incorporated herein by this reference.

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

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

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

2. PURPOSE AND USE

2.01 The sole purpose of this License is to allow Licensee to continue to use the Licensed Area for continued operation of a wireless communication facility. Licensee shall have the right to construct, install, repair, remove, replace, maintain, and operate its communications systems, including, without limitation, wireless transmitting and receiving antennas on Licensee's communication tower in conjunction with Licensee's communication shelter and utility lines, including without limitation, other associated equipment (said communications system and associated equipment, collectively, "the Antenna Facility") for the transmission and reception of wireless communication signals.

2.02 Ownership of all improvements constructed by Licensee upon the Licensed Area and all alterations, additions or betterments thereto shall remain with Licensee until termination of this License. Upon notification to County, Licensee may remove or replace its Antenna Facility at any time during the term of the License, and County hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

2.03 Licensee has compiled a wireless communication site layout plan for the Antenna Facility, as shown on **Exhibit C,** attached hereto and by this reference incorporated herein, and details of equipment used inside the indoor cabinet, as shown on **Exhibit D** attached hereto and by this reference incorporated herein. County consents to said site layout plan and equipment placement.

2.04 The right and permission of Licensee is subordinate to the prior and paramount right of County to the Real Property for the public purposes to which it is now and may in the future, at the option of the County, be devoted, including but not limited to telecommunications and other public uses. Licensee undertakes and agrees to use the Licensed Area in such manner as will not injure or unreasonably interfere with the full use and enjoyment of the Real Property by the County outside of the boundaries of the Licensed Area. It is understood that County may develop and maintain other public

uses of the Real Property adjacent to the Licensed Area, including but not limited to installation or upgrading of telecommunication systems, and periodic maintenance at any time during the term of this License. Licensee shall make no claim against County for any damage or destruction of Licensee's improvements, personal property, or facilities or for any inconvenience resulting from any such activities or uses of County. Licensee agrees to waive any of its or its insurers' rights of recovery or subrogation against County in relation thereto.

3. **TERM**

3.01 The initial term ("Initial Term") of the License shall be for a period of five (5) years commencing upon full execution of this License (the "Commencement Date").

3.02 Licensee shall have the right to extend this License, unless terminated as provided hereinafter, for three additional five-year terms (each a "Renewal Term") for a maximum total term of twenty years. Each Renewal Term shall be on the same terms and conditions as set forth herein. This License shall automatically renew for each successive Renewal Term unless Licensee notifies County, in writing, of Licensee's intention to terminate this License at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term.

3.03 Either party shall have the option of terminating this License at any time upon giving the other party notice in writing at least 90 days in advance of such termination.

4. **CONSIDERATION**

4.01 In consideration for the use granted herein, Licensee shall pay the County the annual sum of Thirty-Three Thousand Dollars ($33,000) (the "License Fee").

4.02 Such annual License Fee payments shall be due and payable in advance and will be due on the first day of each anniversary date of this License, with the first payment due within thirty days of the commencement date of this License, without the submission of invoices or vouchers.

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

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

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

4.04 Licensee shall have the right during the Initial Term and any Renewal Term to enter into a sublicense with Southern California Regional Rail Authority

(SCRRA) (the "Sublicensee") seeking use of the Licensed Area provided: (i) the County receives a copy from Licensee of the Sublicense (the "Sublicense"); and (ii) Sublicense shall be subject to the mutual promises, covenants and conditions set forth, and shall incorporate the terms of this License.

4.05 PAYMENT ADJUSTMENT

(a) Commencing with the first anniversary of the License term, and for each successive one year period thereafter, including the Renewal Terms, the amount set forth in Section 4.01 shall be subject to an adjustment.

(b) Commencing as of the anniversary date indicated, the annual License Fee schedule shall be adjusted as follows:

Period	Year	Annual Rent
1	2013	$33,000
2	2014	$33,990
3	2015	$35,010
4	2016	$36,060
5	2017	$37,142
6	2018	$38,256
7	2019	$39,404
8	2020	$40,586
9	2021	$41,803
10	2022	$43,058
11	2023	$44,349
12	2024	$45,680
13	2025	$47,050
14	2026	$48,462
15	2027	$49,915
16	2028	$51,413
17	2029	$52,955
18	2030	$54,544
19	2031	$56,180
20	2032	$57,866

5. TAXES

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

5.02 Licensee 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 that portion of the Licensed Area used exclusively by Licensee and any improvements located thereon.

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

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

6. ALTERATIONS, IMPROVEMENTS AND MAINTENANCE

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

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

7. INSTALLATION

7.01 Licensee and Sublicensee shall install the Antenna Facility at its own expense and risk as approved by County, and such installation shall not cause wireless frequency interference with equipment, transmission or reception (operated currently or in the future) by the County at County's Verdugo Peak Communication Site in the immediate neighborhood. Licensee and Sublicensee shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. Licensee and Sublicensee shall not alter

or replace the Antenna Facility without first receiving written permission from the County.

7.02 Licensee and Sublicensee agree that County may grant the use of any unused portion of the Real Property to any third party for the purpose of installing communications transmitting equipment. Any third party-granted rights by the County shall comply with all noninterference rules of the Federal Communications Commission ("FCC").

8. OPERATIONAL RESPONSIBILITIES

8.01 Licensee and Sublicensee shall:

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

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

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

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

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

(f) Upon expiration, cancellation, or other termination of this License, Licensee and Sublicensee shall remove, subject to the provisions of Section 18 below and at no cost to County, any and all equipment, personal property and improvements of the Licensee and Sublicensee and restore the entire Licensed Area to its condition prior to the execution of this License, reasonable wear and tear and damage or destruction by the acts of God beyond the control of Licensee and Sublicensee

excepted; provided however, County may approve in writing, in its sole discretion, any deviation from this requirement .

9. ACCESS

9.01 County hereby grants to Licensee and Sublicense and Licensee-approved contractors a nonexclusive right to use, at its sole risk, during the term and option period of this License, the means of access which serves the Licensed Area (the "Access"). Licensee and Sublicensee and its approved contractors acknowledge and accept the present condition of the Access, and accept that County shall not be liable for any consequential events, including, but not limited to, bodily injury, death, personal injury or property damage resulting from any negligent or non-negligent acts pertaining to the use of the Access to the Licensed Area by Licensee and Sublicensee or anyone acting on its behalf. Said right to use the Access shall be given only to Licensee and Sublicensee's approved representative upon evidence of such approval being presented to County. Licensee and Sublicensee acknowledges that County cannot guarantee the use of the Access and that County assumes no liability for or arising from any lack of Access or defect in the Licensee and Sublicensee's ability to use the Access.

9.02 Licensee and Sublicensee acknowledges and agrees that occasions may arise requiring Licensee and Sublicensee to share in the cost of cleaning up of mud-slide debris and repairing the Access to its original accessible condition after a storm or heavy rainfall. Licensee and Sublicensee hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from County, and acknowledges and agrees that the details of any such clean-up or repair and associated cost shall be decided exclusively by the County. Notwithstanding the foregoing, the Licensee and Sublicensee's financial burden pursuant to this Section 9.02 shall not exceed five thousand dollars ($5,000) per incident.

10. EMERGENCY ACCESS

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

Sublicensee shall reimburse County, within thirty (30) days of receipt of County's written request for County's actual costs to correct any deficiency.

11. **INTERFERENCE**

Licensee and Sublicensee shall not use the Licensed Area in any way which interferes with the use of the Property by County or County's agents, invitees or other Licensee and Sublicensees who may occupy portions of the Real Property. Licensee and Sublicensee shall be responsible for electromagnetic compatibility of the Licensee and Sublicensee's equipment with County and its public safety agency partners' existing and future equipment at the site. Licensee and Sublicensee shall conform to County Internal Services Department Facilities current standards, including the requirement for submitting wireless system installation plans for approval. County shall not be liable for any potential or actual electronics conflict. In the event any interference to County Sheriff or Fire Department, Countywide Integrated Radio System ("CWIRS"), Paramedic, LA-net systems, or any future communication systems such as Los Angeles Regional Interoperable Communications System ("LA-RICS"), is caused by Licensee and Sublicensee's equipment or operations, Licensee and Sublicensee shall be immediately notified of such interference and such equipment or operations will be given a scheduled time to be modified, and Licensee and Sublicensee hereby authorizes County to cause such scheduled equipment modification until such interference is eliminated by Licensee and Sublicensee. In the event that Licensee and Sublicensee must terminate its entire operation at the Licensed Area during the term hereof, Licensee and Sublicensee may resume operation, under the same terms and conditions of this License, once the interference has been eliminated as determined by County in its sole discretion.

12. **UTILITIES**

Licensee shall, at its sole cost and expense, cause the installation of a separate meter or similar device to measure electrical consumption resulting from the purpose and use described in Section 2, and shall be responsible for the payment of all utilities necessary for the operation of the Licensed Area. If such installation is not feasible, as determined by County, Licensee acknowledges and agrees that Licensee is nonetheless responsible for any and all costs of utilities used by Licensee. Licensee waives any and all claims against County for compensation, loss or damages caused by a defect, deficiency, or impairment of any utility system or electrical/telephone apparatus or wires serving the Licensed Area.

13. **HOLD HARMLESS AND INDEMNIFICATION**

Licensee and Sublicensee agree to indemnify, defend, save and hold harmless County and its agents, 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 Licensee and Sublicensee's operations or its services hereunder, including, without limitation, any Workers' Compensation suit, liability, or expense, arising from or connected with

Licensee and Sublicensee's operations, equipment and services performed or located on the Licensed Area or the Site, including without limitation any services performed on behalf of Licensee and Sublicensee by any person, contractor or other agent pursuant to this License.

14. INSURANCE

14.01 Without limiting Licensee and Sublicensee's obligations to County, Licensee and Sublicensee shall provide and maintain, at its own expense during the term of this License, 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 License. Such evidence shall specifically identify this License 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 of Los Angeles as an additional insured (except for the Workers' Compensation Insurance). Licensee and Sublicensee may self-insure the insurance required under this License, but Licensee and Sublicensee will require its contractors and subcontractors to provide commercial insurance as required in this Section, and any additional insurance required by Licensee and Sublicensee 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 premises-operations, products/completed operations, contractual, broad form property damage, and personal injury with a combined single limit of not less than $2,000,000 per occurrence.

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$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 Licensee and Sublicensee'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 Licensee and Sublicensee and all risks to such persons under the License.

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

(C) Fire Legal Liability. A program in an amount of not less than $50,000 with a loss payee endorsement in favor of the County of Los Angeles as its interest may appear. Such coverage may be provided under the policy for general liability.

14.02 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Chief Executive Office, Real Estate Division, County, prior to the Commencement Date. Such certificates or other evidence shall: (a) specifically identify this License, (b) clearly evidence all coverage required in this License, (c) contain the express condition that County its to be given written notice by mail to County at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance, and (d) identify any deductibles or self-insured retentions for County's approval.

14.03 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.

14.04 Failure to Maintain Coverage. Failure by Licensee and Sublicensee to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this License.

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

14.06 Compensation for County Costs. In the event that Licensee and Sublicensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee and Sublicensee shall pay full compensation for all reasonable costs incurred by County.

15. FAILURE TO PROCURE INSURANCE

15.01 Failure on the part of Licensee and Sublicensee to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which County may immediately terminate this License.

15.02 Use of the Licensed Area shall not commence until Licensee and Sublicensee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Licensee and Sublicensee fails to maintain said insurance policies in full force and effect.

16. **LIABILITY**

County shall not be liable for any consequential events (including without limitation bodily injury, death, personal injury or property damage) related to, arising or resulting from any failure, interruption or disturbance to Licensee and Sublicensee's use, which arises, in whole or in part, from County-inflicted damage to the Licensee and Sublicensee's Antenna Facility. County shall reimburse any expense reasonably incurred by Licensee and Sublicensee for such damage to the Antenna Facility, but the County shall not be liable to Licensee and Sublicensee for any interruption or termination of Licensee and Sublicensee's operation and/or business on the Licensed Area.

17. **NOTICES**

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

Los Angeles County Metropolitan Transportation Authority (LACMTA)
One Gateway Plaza, Mail Stop 99-13-8
Los Angeles, CA 90012
Attention: Velma C. Marshall, Deputy Executive Officer Real Estate
Telephone (213) 922-2415

Los Angeles County Metropolitan Transportation Authority (LACMTA)
One Gateway Plaza, Mail Stop MZ-99-6-1
Los Angeles, CA 90012
Attention: Robert Fischer, Systems Project Manager
Transit Systems Engineering
Telephone: (213) 922-3416

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

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, 3rd Floor

Los Angeles, California 90012
Attn: Christopher Montana, Acting Director of Real Estate
Phone: (213) 974-4200

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

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

18. ANTENNA FACILITY REMOVAL

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

18.02 If Licensee and Sublicensee does not timely remove all of its Antenna Facility, improvements, and other personal and real property from the Licensed Area and the Real Property within the time provided in Section 18.01 hereof, County may, but shall not be required to, remove Licensee and Sublicensee's Antenna Facility and all other property at Licensee and Sublicensee's expense. Licensee and Sublicensee shall reimburse County within thirty (30) days of receipt of an itemized accounting of the cost for such removal of personal or real property. County shall incur no liability for any damage to Licensee and Sublicensee's Antenna Facility during removal or storage. If Licensee and Sublicensee does not claim its Antenna Facility or other property within ninety (90) days of the expiration, termination or cancellation of this License, such Antenna Facility and other property shall become the property of County.

19. INDEPENDENT STATUS

This License is by and between County and Licensee 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 Licensee. Licensee understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation with services performed on behalf of Licensee pursuant to this License.

20. **EMPLOYEES**

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

21. **AMENDMENT AND ASSIGNMENT**

This License is designated only to Licensee, and in the event Licensee shall attempt to assign or transfer the same in whole or in part, all rights hereunder shall immediately terminate.

22. **DEFAULT**

Licensee agrees that if default shall be made in any of the terms or conditions herein contained, County may forthwith revoke and terminate this License.

23. **WAIVER**

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

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

24. **HAZARDOUS MATERIALS**

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

25. **LOBBYIST**

Licensee and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Licensee, shall fully comply

with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Licensee or any County lobbyist or County lobbying firm retained by Licensee to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this License, upon which County may immediately terminate or suspend this License.

26. **ENFORCEMENT**

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

27. **DAMAGE OR DESTRUCTION**

Should the Licensed Area be damaged by fire, incidents of war, earthquake, or other violent action of the elements whereby casualty to the Licensed Area cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Licensee and Sublicensee's operations at the Licensed Area for more than forty-five (45) days, then County or Licensee and Sublicensee may, at any time following such fire or other casualty, terminate this License upon fifteen (15) days prior written notice to the other party. Any such notice of termination shall cause this License to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this License, notwithstanding any other provision hereof.

28. **SOLICITATION OF CONSIDERATION**

28.01 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.

28.02 Licensee shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration and if the Licensee suspects fraud or wrongdoing by a County employee, Licensee shall report it to the County Fraud Hotline at 1-800-544-6861 or www.lacountyfraud.org and may remain anonymous. Failure to report such solicitation may result in the termination of the License.

29. **CONFLICT OF INTEREST**

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or

economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

30. AUTHORIZATION WARRANTY/SIGNATURE AUTHENTICITY CLAUSE

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

Licensee hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

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

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

31.02 The Licensee 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.

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

32. NON EXCLUSIVITY

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

33. PUBLIC RECORDS ACT

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

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

33.03 An officer or employee of the Licensee may not— **(A)** make or authorize an expenditure or obligation exceeding an amount available in an appropriation or fund for the expenditure or obligation; **(B)** involve Licensee in a contract or obligation for the payment of money before an appropriation is made unless authorized by law; **(C)** make or authorize an expenditure or obligation of funds required to be sequestered under section 252 of the Balanced Budget and Emergency Deficit Control Act of 1985; or **(D)** involve either government in a contract or obligation for the payment of money required to be sequestered under section 252 of the Balanced Budget and Emergency Deficit Control Act of 1985.

34. OTHER TERMS AND CONDITIONS

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

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

34.03 Illegal Activities. Licensee and Sublicensee shall not knowingly permit any illegal activities to be conducted upon the Licensed Area.

34.04 Maintenance. Licensee and Sublicensee shall be responsible for maintaining the Licensed Area in good and commercially reasonable condition and repair.

34.05 Non-Interference. Licensee and Sublicensee shall not use the Licensed Area in any way which interferes with the use of the Real Property by County, or lessees or Licensee and Sublicensees of County, with equipment installed prior in time to Licensee and Sublicensee's installation of the Antenna Facilities; and similarly, County agrees to use best efforts to ensure that its use of the Real Property and the use of the Real Property by its lessees, Licensee and Sublicensees, employees, invitees or

agents will not in any way interfere with the operation of Licensee and Sublicensee's then-current Antenna Facilities (in each case, "Prohibited Interference").

34.06 Safety. Licensee and Sublicensee shall immediately correct any unsafe condition on the Licensed Area, as well as any unsafe practices occurring thereon. Licensee and Sublicensee shall cooperate fully with County in the investigation of any accidental injury or death occurring on the Licensed Area, including a prompt report thereof to the CEO. Licensee and Sublicensee 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 Licensee and Sublicensee's structures and enclosures. Licensee and Sublicensee, at its expense, may use any and all appropriate means of restricting public access to the Licensed Area, including, without limitation, the construction of an enclosure as depicted on Exhibits A and B.

34.07 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 Licensed Area and within a distance of fifty (50) feet thereof, and Licensee and Sublicensee and County shall prevent any accumulation thereof from occurring.

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

35. INTERPRETATION

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

36. ENTIRE AGREEMENT

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

/

/

/

/

/

IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed and County of Los Angeles, by Order of the Board of Supervisors, has caused this License to be executed on its behalf by the Chairman of said Board, the day, month and year first above written.

LICENSEE:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: Velma Marshall

Title: Deputy Executive Officer-RE

Date: 2/4/2013

ATTEST:

Sachi A. Hamai
Executive Officer-clerk
Board of Supervisors

By: Lachelle Smitherman
DEPUTY

COUNTY OF LOS ANGELES

By: Mark Ridley-Thomas
Mark Ridley-Thomas
Chairman, Board of Supervisors

77922

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI,
Executive Officer
Clerk of the Board of Supervisors

By: Lachelle Smitherman
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By: _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 MAR 5 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBIT A VERDUGO PEAK
MTA COMMUNICATION SITE ACCESS
FROM PUBLIC ROAD AND FREEWAY
Foothill Fwy
210
La Tuna Canyon Rd
La Tuna Canyon Rd
La Tuna Canyon Rd
Verdugo Hills
Golf Course
Altura Ave
Hamilton Ln
Lowell Ave
16
Hostetter Fire Rd
Hostetter Fire Rd
Hostetter Fire Rd
Verdugo Motorway
LA City Comm Site
MTA Comm Site
LACO Comm Site
600 yds
Microsoft
Virtual Earth™
© 2009 Microsoft Corporation
© 2008 NAVTEQ
© AND
Image courtesy of USGS

EXHIBIT B: LEGAL DESCRIPTION - MTA LICENSED AREA

FILE: SUNSET CANYON FORESTRY AREA (1)

Part A: (Microwave Site)

That portion of Section 31, Township 2 North, Range 13 West, in V. Beaudry's Mountains, in the City of Glendale, County of Los Angeles, State of California, as shown on map recorded in Book 36, pages 67 to 71 inclusive, of Miscellaneous Records, in the office of the Registrar-Recorder of said County, within the following described boundaries:

Commencing at the northwesterly corner of said section; thence North 89°28'10" East along the northerly line of said section a distance of 1931.00 feet; thence South 0°31'50" East 884.00 feet to the true point of beginning; thence South 51°02'00" East 100.00 feet; thence South 38°58'00" West 100.00 feet; thence North 51°02'00" West 100.00 feet; thence North 38°58'00" East 100.00 feet to said true point of beginning.

Part B: (Access Road)

That portion of above mentioned section, within a strip of land 20 feet wide, the southerly line of which is described as follows:

Beginning at the most westerly corner of above described Part A; thence West 40.00 feet to the northeasterly boundary of that traveled road (Stough Canyon Motorway), as same existed on August 26, 1980.

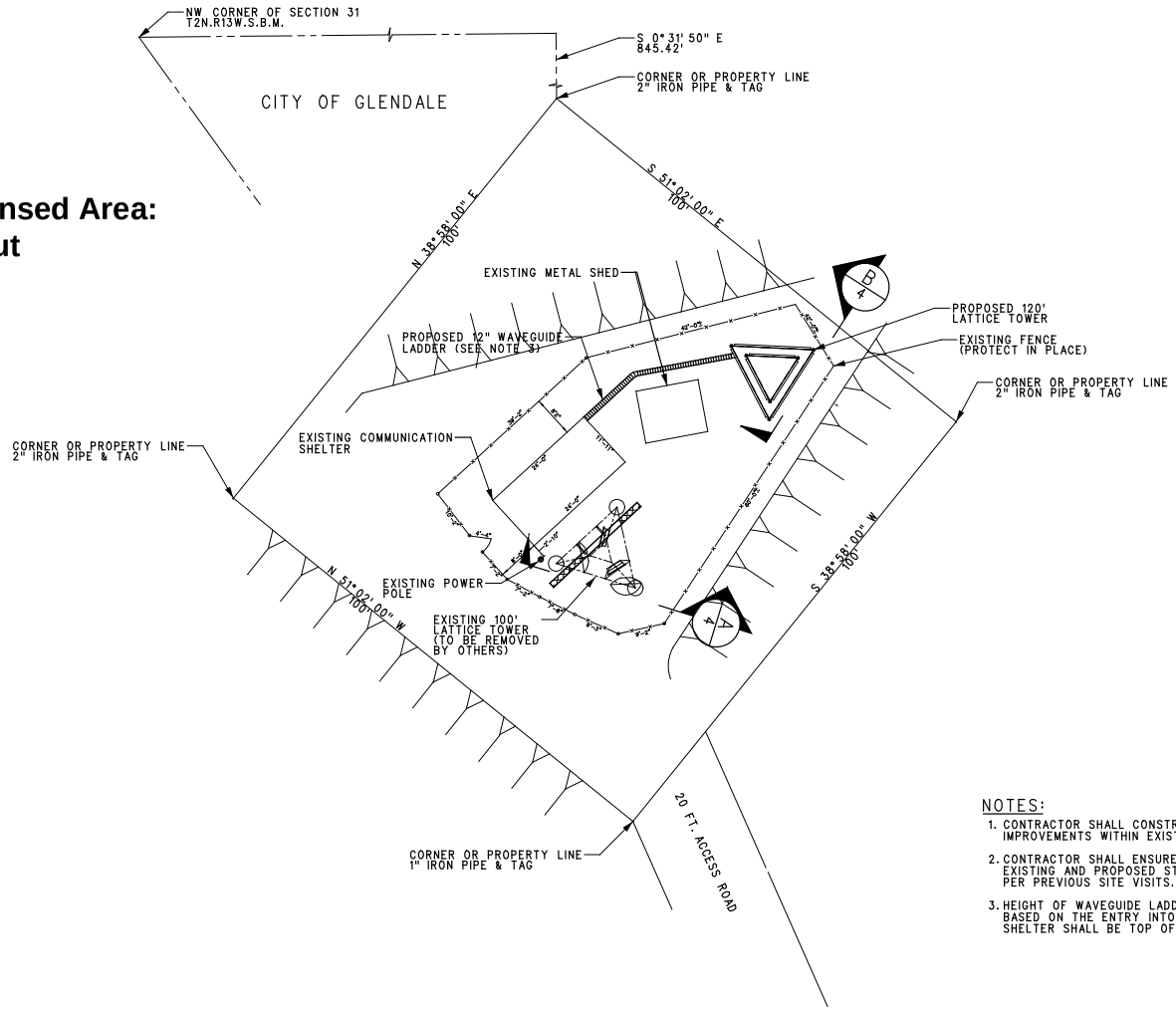
The northerly line of above described 20 foot strip of land shall be prolonged at the beginning and end thereof so as to terminate in the northwesterly line of said Part A, and said northeasterly boundary respectively.

DESCRIPTION APPROVED
September 26, 1980
STEPHEN J. KOONCE
County Engineer

By Glen Sakutaki, Deputy

EXHIBIT B

Exhibit C: MTA Licensed Area: Equipment Layout



NOTES:

1. CONTRACTOR SHALL CONSTRUCT FENCES AND ALL OTHER IMPROVEMENTS WITHIN EXISTING PROPERTY LIMITS SHOWN.
2. CONTRACTOR SHALL ENSURE A MINIMUM CLEARANCE BETWEEN EXISTING AND PROPOSED STRUCTURES SHALL BE MAINTAINED PER PREVIOUS SITE VISITS.
3. HEIGHT OF WAVEGUIDE LADDER TO BE FIELD DETERMINED BASED ON THE ENTRY INTO THE SHELTER. ENTRY INTO SHELTER SHALL BE TOP OF WALL AND NOT ROOF MOUNTED.

90% DESIGN
NOT FOR CONSTRUCTION

REV.	DATE	BY	SUB.	APP.

INFORMATION CONFIDENTIAL: All plans, drawings, specifications, and or information furnished herewith shall remain the property of the the Southern California Regional Rail Authority and shall be held confidential and shall not be used for any purpose not provided for in agreements with the Southern California Regional Rail Authority.

DESIGNED BY M. FREEMAN
DRAWN BY M. FREEMAN
CHECKED BY K. DRUMMOND
APPROVED BY D. MAXEY
DATE MARCH 30, 2012

METROLINK®
Professional Engineering Services and Staff Support for the Southern California Regional Rail Authority

ADDRESS:
ONE GATEWAY PLAZA 12TH FLOOR
LOS ANGELES, CA 90012

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

LACMTA VERDUGO PEAK
EXISTING AND PROPOSED TOWERS
SITE PLAN

CONTRACT NO. C3106-11
DRAWING NO.
REVISION
SHEET NO. 3 OF 5
SCALE NTS

1/9/2013 9:17:07 AM UserName=> remose
P:\Matthew Freeman\Verdugo Peak\CADD\SHEETS\PP001.dgn
R:\WIP\BACKHAUL\PENTABLE\PLOTSTAMP-BACKHAUL.TBL
f:\WIP\Backhaul\Vbatch\PTC_1ix17_Backhaul-PDF.plt

Exhibit D: VERDUGO PEAK MTA COMMUNICATION SITE - HARDWARE INVENTORY

Item Description	Ownership	Location	Manufacturer	Serial
100 Foot Tower (To be replaced)	MTA	Tower	Tri-EX	None
Portable Building; (10' by18' by 10')	MTA	Bldg 1	Unknown	N/A
Prefab Generator Building; (10' by 8' by 10')	MTA	Bldg 2	Unknown	N/A
150' Lattice Tower	**SCRRA**	New Tower	**Valmont**	**N/A**
Antennas				
Parabolic Dish 18 GHz Band; 4 Foot Diameter (Quan 2)	MTA	New Tower	Milliflect	None
Parabolic Dish 10 GHz Band; 5 Foot Diameter	MTA	New Tower	RFS Cablewave	None
Parabolic Dish 6 GHz Band; 8 Foot Diameter	MTA	New Tower	Andrew	None
Parabolic Dish 6 GHz Band; 6 Foot Diameter	MTA	New Tower	Andrew	None
Omni-directional Antenna 470 Mhz (Quan 4)	MTA	New Tower	Celwave	Unknown
Corner Reflector Antenna; 470 MHz (Quan 2)	MTA	New Tower	Unknown	Unknown
Omni-directional Antenna 43 Mhz	MTA	New Tower	Unknown	Unknown
Omni-directional Antenna 450 Mhz (Quan 2)	MTA	New Tower	Decibel Products	Unknown
Omni-directional Antenna 160 MHz (Quan 2)	MTA	New Tower	dpSpectra	Unknown
Terrestrial Microwave Antenna 6 GHz Band; 6 foot diameter	**SCRRA**	New Tower	**RFS Cablewave**	**None**
Terrestrial Microwave Antenna 6 GHz Band; 6 foot diameter	**SCRRA**	New Tower	**RFS Cablewave**	**None**
Radio Equipment				
450 MHz Repeater Model Master II (453.275 MHz)	MTA	Rack 9	General Electric	9440708
450 MHz Repeater Model Master II (453.625 MHz)	MTA	Rack 8	General Electric	9440707
450 MHz Repeater Model Master II (453.325 MHz)	MTA	Rack 8	General Electric	9440709
43 MHz Base Station (43.780 MHz)	MTA	Rack 12	General Electric	C00841
460 MHz Base Station Model FTR-5410	MTA		Yaesu	
Voter Receiver Model Spectra-Tac C03RTB 3108C	MTA	Section F-F	Motorola	273CHN0079
Voter Receiver 160 MHz Model Master III SRDD01	MTA	Section F-F	Ericsson	1647096
ICOM IC-UCFR5000 160.3425	MTA	Rack 2	ICOM	
ICOM IC-UCFR5000 160.7625/160.6350	MTA	Rack 2	ICOM	
ICOM IC-UCFR5000 160.695	MTA	Rack 2	ICOM	
ICOM IC-UCFR5000 160.725	MTA	Rack 2	ICOM	
ICOM IC-UCFR5000 161.1675/160.7775	MTA	Rack 2	ICOM	
ICOM IC-UCFR5000 155.775	MTA	Rack 2	ICOM	
Microwave Equipment				
Microwave Terminal Model DVM-6-45	MTA	Rack 5	Harris/Farinon	76550
Microwave Terminal Model Urbanet 10ec	MTA	Rack 4	Harris/Farinon	Unknown
Microwave Terminal Model DM-18 (18690/18810 MHz)	MTA	Rack 6	Harris/Farinon	64616T/74708R
Microwave Terminal Model DM-18 (18690/18810 MHz)	MTA	Rack 3	Harris/Farinon	64612T+R
9500 MPR Microwave Packet Radio	**SCRRA**	TBD	**ALU**	**None**
9500 MPR Microwave Packet Radio	**SCRRA**	TBD	**ALU**	**None**
Miscellaneous				
Emergency Power Generator Model 12DJC J5663D	MTA	Bldg 2	Onan	D900316276
24AT-11P Battery Bank Assembly	**SCRRA**	Bldg 1	**C&D**	**None**
24AT-11P Battery Bank Assembly	**SCRRA**	Bldg 1	**C&D**	**None**