



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE
REFER TO FILE

April 15, 2025

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:

**TRANSPORTATION CORE SERVICE AREA
APPROVE AND DELEGATE AUTHORITY TO EXECUTE
STREETLIGHT MASTER LICENSE AGREEMENT WITH
SANTA CLARITA VALLEY WATER AGENCY FOR
COUNTY LIGHTING MAINTENANCE DISTRICT 1687
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval for the Director of Public Works or his designee to execute the Streetlight Master License Agreement with Santa Clarita Valley Water Agency to authorize the attachment and installation of Allegro Solar Water Meter Repeaters on County-owned streetlights within County Lighting Maintenance District 1687 in various unincorporated areas.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Approve the Streetlight Master License Agreement between the County and Santa Clarita Valley Water Agency for the attachment and installation of Allegro Solar Water Meter Repeaters on County-owned streetlights within County Lighting Maintenance District 1687.
3. Authorize the Director of Public Works or his designee to execute the Streetlight Master License Agreement with Santa Clarita Valley Water Agency for the attachment and installation of Allegro Solar Water Meter Repeaters on County-owned streetlights within County Lighting Maintenance District 1687.

4. Authorize the Director of Public Works or his designee to terminate the Streetlight Master License Agreement, as necessary and appropriate, and to take all necessary actions to effectuate such termination.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval will allow Public Works to execute the Streetlight Master License Agreement with Santa Clarita Valley Water Agency (SCVWA) to provide SCVWA with a non exclusive revocable license for the attachment and installation of Allegro Solar Water Meter Repeaters to County-owned streetlight poles within County Lighting Maintenance District 1687. This will enable the SCVWA to monitor water usage in its service area via wireless communication between customer utility water meters and utility base stations to provide better customer service. The SCVWA serves the unincorporated communities of Agua Dulce, Bouquet Canyon, Canyon Country, Castaic, San Francisquito Canyon, Saugus, Stevenson Ranch, and Val Verde. This agreement benefits our communities and eliminates the need for additional standalone poles.

Implementation of Strategic Plan Goals

These recommendations support County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal F, Flexible and Efficient Infrastructure, Strategy ii, Modernize Infrastructure, by improving coverage in remote regions, ensuring connectivity and utility service for isolated communities. The proposed project supports innovation and wide-reaching connectivity in Los Angeles County.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The agreement provides for the reimbursement of one-time expenditures to execute the agreement and the collection of an annual license fee of \$270 for each meter repeater authorized for attachment and installation to County-owned streetlights. The license fee may be increased annually by a fixed 3 percent or on the basis of a cost study to cover the County's actual costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The SCVWA requested lease of County infrastructure to attach and install meter repeaters to County-owned streetlight poles within County Lighting Maintenance District 1687. The meter repeaters enable SCVWA to monitor water usage in its service area via wireless communication between customer utility water meters and utility base stations.

The agreement enables SCVWA to attach and install telecommunication and utility equipment including wires, cables, pipes, antennas, radios, wireless microwave, and other backhaul equipment, fiber optic cables, conduit, ducts, control boxes, vaults, poles, power sources and/or other equipment, structures, appurtenances, improvements, and services as depicted on plans included in the agreement for the operation, maintenance, and upgrade of SCVWA's meter repeaters.

The agreement has an initial term of 5 years with two successive automatic renewals of 5 years each unless otherwise terminated.

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from the California Environmental Quality Act. The project and approval of the proposed agreement with SCVWA for the attachment and installation of meter repeaters to streetlight poles within County Lighting Maintenance District 1687 is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301, subdivisions (b) and (e), and 15303 of the State California Environmental Quality Act Guidelines and Classes 1 and 3 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project involves minor modifications of existing public utility facilities and the conversion or construction of small facilities and structures. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code, Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the agreement will have no impact on current services or projects.

CONCLUSION

Please return one adopted copy of this letter to Public Works, Traffic Safety and Mobility Division. Also, please forward one adopted copy of the letter and resolution to the Assessor, Ownership Services Section, and one to the Auditor-Controller, Tax Division.

Respectfully submitted,



MARK PESTRELLA, PE

Director

MP:EK:ja

Enclosures

c: Assessor, Ownership Services Section (Sonia
Carter Baltazar)
Auditor-Controller, Tax Division (Linda
Santillano)
Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office, Board of Supervisors

STREETLIGHT MASTER LICENSE AGREEMENT

THIS STREETLIGHT MASTER LICENSE AGREEMENT ("Agreement") is made and entered into on _____, 2025 ("Effective Date"), by and between the COUNTY OF LOS ANGELES ("Licensor" or "County"), a political subdivision of the State of California, and SANTA CLARITA VALLEY WATER AGENCY ("Licensee"), a full-service regional water agency registered with the California Public Utilities Commission, individually "Party" and collectively "Parties."

RECITALS

WHEREAS, Licensor owns, operates, and maintains County Streetlights located in the geographic areas within the political jurisdiction.

WHEREAS, Licensee desires to enter into this Agreement for the attachment and installation of Allegro Solar Repeaters, also known as repeaters, hereafter referred to as "Equipment," as defined below and depicted on plans required in this Agreement, solely for Licensee's operations and attachment to specified County Streetlights.

WHEREAS, Licensor is willing to grant Licensee a non-exclusive, revocable license for the attachment of Equipment to County Streetlights, subject to the terms and conditions set forth in this Agreement.

DEFINITIONS

Terms with the initial letter or letters capitalized, whether in the singular or plural, shall have the following meanings:

County Streetlight – Licensor-owned streetlight facilities mounted on a standalone pole to include support arms, conduit space within the pole, and foundation. County Streetlight does not include lighting facilities mounted on traffic signal standards or installed as part of a County Traffic Signal.

County Traffic Signal – Licensor-owned traffic signal facilities to include the pole, support arms, control boxes, conduit space within the pole, and foundation, used for the regulation and control of traffic movement at an intersection.

CPUC – California Public Utilities Commission.

FCC – Federal Communications Commission.

Equipment – Licensee's Allegro Solar Repeaters or repeaters, including wires, cables, pipes, antennas, radios and associated utility or equipment box, battery backup, transmitters, receivers, amplifiers, signage, wireless microwave and other backhaul equipment, fiber optic and other cables, wires, conduit, ducts, control boxes, vaults, power sources and/or other equipment, structures, appurtenances, improvements and services.

Public Works – Los Angeles County Public Works.

Regional Planning – Los Angeles County Department of Regional Planning.

Term – Initial length and extensions of the Agreement.

1. **EFFECTIVE TERM OF AGREEMENT**

1.1 This Agreement shall be and remain in effect for a period of five (5) years from the Effective Date.

This Agreement shall automatically extend thereafter for two (2) successive terms of five (5) years each, unless otherwise terminated by either Party on not less than six (6) months advance written notice to the other Party prior to the date when such termination shall become effective. Such termination under this paragraph does not require a showing of cause.

2. **MASTER STREETLIGHT LICENSE**

2.1 Licensor does hereby confer on Licensee a non-exclusive, revocable master license to access and attach Equipment to County Streetlights and to replace, operate, maintain, upgrade, and use such Equipment during the Term of this Agreement.

2.2 **Local Land Use Authorization.** Licensee shall use County Streetlights permitted and approved by Licensor for the purposes of transmission and reception of wireless communication signals. No other rights are granted to Licensee herein. Licensor makes no warranties, implied or otherwise, as to the fitness of the County Streetlights for Licensee's intended use or the condition of the County Streetlights. Licensee has inspected the County Streetlights and accepts the same in "AS IS" condition and agrees that Licensor is under no obligation to perform any work or provide any materials to prepare County Streetlights for Licensee. Licensee agrees that, at no time during the Term of this Agreement, will Licensee use or permit the use of the Equipment in ways that are inconsistent with the terms of this Agreement.

2.3 **Street Lighting and Electrical Plan Submittal.** Street lighting and applicable electrical plans for each individual County Streetlight, as described in Exhibit A, to which Licensee wishes to attach Equipment under the terms of this Agreement shall be submitted to Public Works for review and approval via the Electronic Permitting Inspection County of Los Angeles Web Portal. Electrical plans are required if Equipment uses a grid tied power source. The Plans shall adhere to the latest County guidelines.

2.3.1 Public Works shall not approve any Plans on a County Streetlight prior to execution of the Agreement by Parties.

2.3.2 Public Works' approval of the Plans shall expire two years after the latest date of approval on the Plans ("Approved Plans").

2.3.3 Licensee shall install and operate only the Equipment identified in the Approved Plans. No other facilities or improvements may be placed on any County Streetlights without the written consent of the Licensor. Pursuant to the terms contained in this Agreement, Licensor reserves the right to co-locate other equipment on any County Streetlights. Licensee's Equipment shall be placed within or on a County Streetlight at the sole cost of Licensee.

2.4 **Road Wireless Permit.** Licensee shall apply for a Road Wireless permit from Public Works for any work within the public right of way in accordance with Division 1, Title 16 of the Los Angeles County Code. Permit issuance is contingent upon the approval of the Street Lighting and applicable Electrical Plans described above for the installation and construction of Equipment. Licensee shall perform all work in compliance with the approved Plans and Road Wireless permit.

2.5 **Additional Equipment and Equipment Modification.** Prior to installing any additional equipment not previously authorized on the Approved Plans, or replacing equipment not previously authorized on the Approved Plans, Licensee must submit revised plans to Licensor for review and approval and pay all applicable fees pursuant to Section 3 below. Licensee must obtain a Road Wireless permit in connection with such modification or replacement.

3. FEES

As its entire consideration for the rights granted herein, Licensee shall pay the following fees:

3.1 **Master License Agreement Fee.** Licensee shall pay an initial deposit equal to the Licensor's cost to negotiate, modify, and process this Agreement for approval. Licensor shall collect additional deposit from Licensee if the initial deposit is not sufficient to cover Licensor's cost. Any unused deposit shall be refunded to the Licensee. The initial deposit shall be due upon receipt of the Agreement by Licensee. Licensor shall not negotiate, modify, or process the Agreement for approval without payment.

3.2 **Plan Check and Construction Permit Fees.** Licensee shall pay all applicable plan check and permit fees at time of submittal of plans or permit application pursuant to Section 2 above for the installation and construction of Equipment.

3.3 **Pole Fee.** During the Term of this Agreement, Licensee shall pay an annual Pole Fee of \$270 for each County Streetlight to which Licensee attaches Equipment ("Pole Fee"). The Licensee shall pay the first Pole Fee within ninety (90) calendar days from the Road Wireless permit application for the installation of Equipment. Thereafter, the Licensee shall, each year, pay the Pole Fee with

respect to each County Streetlight with Equipment shown in Exhibit B pursuant to Section 3.6. The Licensee shall amend Exhibit B each time a new County Streetlight is utilized for attachment of Equipment and provide the amended Exhibit B to Licensors; provided, such amendment shall not require Board of Supervisors approval. Licensors shall issue an invoice by the third week of November and payment by Licensee shall be received by Licensors no later than December 31. Licensee acknowledges and agrees that Licensee shall not be entitled to any refund or proration of the annual Pole Fee for a partial year. Licensee shall provide an updated Exhibit B, as needed, to Licensors each time additional or replacement Equipment materially different than the originally approved Equipment was installed by Licensee and accepted by Licensors.

3.4 **Late Fee.** Licensee's failure to pay the first Pole Fee within ninety (90) calendar days from date of submittal or the Pole Fee before December 31 of each year shall be an event of default. If such default shall occur, Licensee shall pay to Licensors a late charge of fifteen percent (15 percent) of the overdue Pole Fee. If the Licensee fails to pay, the release of Plans or issuance of a Road Wireless permit will be suspended for all applications until any outstanding Pole Fees and Late Fees are received. Licensee acknowledges that late payment by Licensee to Licensors of amounts due under this Agreement will cause Licensors to incur costs not contemplated by this Agreement, and the exact amount of which will be extremely difficult to ascertain. The Parties agree that such late charge represents a fair and reasonable estimate of the costs Licensors will incur by reason of Licensee's late payment.

3.5 **Fee Increases.** The Pole Fee will be adjusted annually as follows:

3.5.1 The Pole Fee may be adjusted annually equal to the most recently published U.S. Bureau of Labor Statistics consumer price index; or,

3.5.2 The Pole Fee may be revised once per calendar year based on a cost study establishing a reasonable approximation of Licensors' objectively reasonable, actual costs in providing access to County rights-of-way and attachment of Equipment, which has been reviewed, adopted, and approved by the Licensors. Licensors shall provide the cost study to Licensee ninety (90) days in advance of adopting the cost study. After the revised Pole Fee is final as described herein, Licensors shall provide a notice to Licensee of the revised Pole Fee, which shall be effective retroactive to January 1st of the same calendar year the cost study is started and on a prospective basis thereafter until a new revised Pole Fee is adopted, provided the revised Pole Fee is consistent with all Laws and non-discriminatory. Licensors reserves the right to adjust the Pole Fee as provided by such laws. Licensors hereby represents and warrants as of the date hereof and covenants and agrees from and after the date hereof that none of the rates or fees offered to any other entity with

respect to Equipment is or will be more favorable than the rates and fees under this Agreement.

If Licensor agrees to a rate or fee that is more favorable than the rates and fees under this Agreement, Licensee shall be entitled under this Agreement to such rate or fee on and after the date such rate or fee becomes effective.

3.6 **Payments.** Licensee agrees to render all payments payable to the County of Los Angeles and mail such payments to:

Los Angeles County Public Works
P.O. Box 7437
Alhambra, CA 91802-7437
Attention Account Receivable

4. **INSTALLATION**

4.1 Licensee agrees that all construction and installation work shall be performed at Licensee's sole cost and expense, in a neat, responsible, skillful, and workmanlike manner only by qualified and properly trained persons and appropriately licensed contractors. Construction and installation shall be completed according to the Approved Plans. Construction work shall conform to the terms and conditions of the Road Wireless permit.

4.2 Licensee shall install and maintain the Equipment in accordance with the requirements of the California Electric Code, National Electric Safety Code, and any applicable local electrical code, applicable rules or orders of the FCC, CPUC or any other federal, state or County requirement.

4.3 Licensee shall label the Equipment placed in or on any County Streetlights. Label information shall include Licensee's name, appropriate safety warnings, and emergency contact information.

4.4 Licensee shall not during construction or otherwise impede access to or in any way obstruct, interfere with, or hinder the use of the County Streetlight or access thereto. If any of the foregoing occurs, Licensee shall take immediate corrective action, and shall use best efforts to correct same within twenty-four (24) hours of notice by Licensor to Licensee's Network Operations Center as set forth in Section 11.

4.5 Licensee shall not remove or alter any Equipment attached to County Streetlights prior to obtaining a Road Wireless permit from the Licensor authorizing the removal or modification of Equipment.

4.6 In performing installation of Equipment, modification of Equipment, or removal of Equipment on a County Streetlight, Licensee shall leave the County Streetlight in original or better condition than existed prior to said work taking place.

5. UTILITIES

Licensee shall be responsible for arranging for electrical service by Southern California Edison or the local energy provider and paying any charges for electricity for the operation of Equipment. Licensee must obtain electrical service and an electrical meter, if necessary, for each Equipment it installs.

6. TAXES AND LIENS

Licensee shall pay all applicable taxes, including personal property taxes, assessed on Equipment installed by Licensee on County Streetlights before such taxes become delinquent. Licensee shall be responsible for the satisfaction and payment of all amounts due to any provider of work, labor, material, or services provided to Licensee for the installation, maintenance or in connection with Equipment installed on County Streetlights and shall keep County Streetlights free and clear of all liens resulting from the provision of such labor, material and services. This paragraph shall survive termination of this Agreement and Licensee shall pay all liens within thirty (30) calendar days after Licensee receives notice of such liens.

7. MAINTENANCE AND ACCESS

Licensee, through its designated and approved employees and contractors, shall be solely responsible for the operation, maintenance, repair, replacement, and care of Equipment on any County Streetlights and shall maintain the same in a clean, sanitary, and safe condition and in good repair and free of any defects at all times during this Agreement.

7.1 Licensee shall repair any damage to County Streetlights to the extent such damage is caused by Licensee, any of its agents, representatives, employees, contractors, or subcontractors, or by the Equipment as a result of the placement, operation, maintenance, or repair of the Equipment, at Licensee's sole cost, as soon as possible, but in no event more than forty-five (45) calendar days after the date Licensee was first notified by Licensor or its representative of such damage. All repairs shall be performed such that the County Streetlight is restored to the condition in which it existed immediately prior to the damage and to the reasonable satisfaction of Licensor. A Road Wireless permit is required for any work in the public right of way.

7.2 In the event that Licensee fails to repair any such damage within forty-five (45) calendar days of receipt of notice of damage to County Streetlights, Licensor may, in its sole and absolute discretion, repair such damage and Licensee shall reimburse Licensor for all actual costs reasonably incurred plus a thirty percent (30%) fee within thirty (30) calendar days following receipt of an invoice and reasonable supporting documentation. Licensee's obligations under this subparagraph shall survive the termination of this Agreement.

8. **SAFETY PRECAUTIONS**

8.1 **Safe Working Conditions.** Licensee shall perform all work on County Streetlights in a safe manner and in compliance with applicable federal, state, and local laws, rules, and regulations. All work on County Streetlights shall be performed by Licensee's trained employees or licensed contractors operating from either a bucket or ladder truck, to the extent necessary to perform such work. Licensee acknowledges and agrees that the installation and maintenance of Equipment on County Streetlights poses a risk of severe injury or death to persons who are not properly trained and equipped to perform such work. Persons performing installation, maintenance and any other work related to the Equipment shall be appropriately trained and licensed by the California State Contractors Licensing Board and any applicable CPUC's rules and regulations. Licensee shall ensure that said persons observe all required safety requirements established by the CPUC and the California Occupational Safety and Health Administration including, but not limited to, tag-out lock and de-energization rules, ladder and lift restrictions, traffic control and work zone safety guidelines per the California Manual on Uniform Traffic Control Devices, and street right of way safety requirements and training in these areas.

8.2 **Disconnect Device.** To the extent feasible given the structural configuration of any County streetlights, Licensee shall install on each County Streetlight a disconnect device such as a cutoff switch or similar mechanism. This disconnect device must disable and de-energize the Equipment so that any Licensor's employees or representative performing work may upon prior notice to Licensee's Network Operations Center, safely shut down the Equipment to eliminate exposure to electromagnetic frequencies or radio frequencies generated by the Equipment. The disconnect device must be clearly identified and easily accessed. Licensee shall provide Licensor with information and diagrams describing the use, function, and operation of the disconnect device for the instruction of Licensor's employees or representative. If such disconnect device has not been installed by Licensee, upon notice from Licensor to Licensee's Network Operations Center at least four (4) hours in advance, Licensee shall temporarily disable and de-energize the Equipment at the requested County Streetlight location in connection with Licensor's work at such location.

8.3 **Radio Frequency Emission Requirements.** Licensee will operate Equipment in a manner that complies with the FCC standard in effect as of the Effective Date of this Agreement or any more restrictive, applicable standard subsequently adopted or promulgated by a governmental agency with jurisdiction regarding current or future Maximum Permissible Exposure limits for radio frequency emissions.

9. **NON - INTERFERENCE / COORDINATION OF WORK**

Equipment installed by Licensee shall not interfere with the primary purpose of County Streetlights to provide illumination. Moreover, the Equipment shall not interfere with any other use by Licensor of the County Streetlights. Licensee shall be responsible for the

coordination of the Equipment installation work to avoid any interference with existing utilities, other County structures, or any County or other municipal transit operations. Licensor shall be the Licensee's point of contact for all Equipment installation and except in the case of an emergency, all communication concerning Equipment installation shall be through Licensor's employees or representatives.

10. CO-LOCATION

For administrative, visual, and potential safety reasons, only one Equipment can be located on each County Streetlight. Licensor reserves the right to install any equipment including smart city and smart streetlight devices to County Streetlights for any purposes.

11. COUNTY'S CONTROL OF COUNTY STREETLIGHTS / EMERGENCIES

Licensor reserves the right at any time to make alterations, additions, repairs, deletions or improvements to all or any part of the County Streetlights for any County purposes. In performing such work, Licensor shall make good faith efforts to give Licensee prior notice of such work and shall make reasonable efforts not to disrupt Licensee's normal use of Licensee's Equipment on County Streetlights. However, Licensor's authority and ability to make changes to any County Streetlights shall not be impeded or delayed in any way by the presence of Licensee's Equipment. The making of any such alterations, additions, repairs, deletions, or improvements shall in no event entitle Licensee to any damages, relieve Licensee of its obligation to pay license fees or to perform each of its other covenants or obligations established in this Agreement, provided that Licensee can still operate the Equipment as intended in this Agreement. In the event of an emergency, Licensor's needs shall take precedence over any operations of Licensee on County Streetlights. The Parties shall notify each other of any emergency situation related to the County Streetlights at the emergency phone numbers listed below:

Licensor:

Los Angeles County Public Works' Dispatch: 1-800-675-HELP

Licensee:

Santa Clarita Valley Water Agency Customer Service: 661-294-0828

12. REMOVAL OF EQUIPMENT

Licensor will provide Licensee fifteen (15) calendar days prior written notice of any non-emergency work that will, or may, affect the Equipment.

12.1 Upon initial installation of Equipment, Licensee shall train Licensor's employees or representatives to de-energize the Equipment and provide any necessary training or specialized equipment to meet safety regulations. Upon request by Licensor, Licensee shall provide periodic supplemental training to Licensor's employees or representatives. In the event that Licensor is required by

Law or under unavoidable circumstances to perform emergency work on any County Streetlights on which Licensee has attached Equipment in which it is not possible to notify Licensee sufficiently in advance as stated above, Licensor's employees or representatives will make every effort to ensure that all workers involved are familiar with the procedures for de-energizing Licensee's Equipment and will use reasonable care in handling and storing Licensee's Equipment. In addition, Licensor will notify Licensee of such removal as soon as possible and will take all due care in removing and storing the Equipment. In the performance of any routine, special or emergency work, Licensor shall take all steps necessary to minimize any damage to the Equipment. In event of damage to the Equipment during routine, special, or emergency work, Licensor is not responsible except to the extent caused by the negligence or willful misconduct of Licensor. Licensor does not waive any claim due to inadequate training by Licensee.

12.2 Licensee must provide forty-five (45) calendar days prior written notice and shall be required to obtain a Road Wireless permit from Licensor before removing any Equipment from any County Streetlights, specifying the Equipment to be removed and the County Streetlight from which it is to be removed. County Streetlights shall be referenced by pole number and location.

12.3 Upon expiration or termination of this Agreement, Licensee shall, at its expense, remove all Equipment from the County Streetlights within ninety (90) calendar days of the date of such expiration or termination. Licensee shall be required to obtain a Road Wireless permit from Licensor before removing any Equipment from any County Streetlights.

12.4 In the event that Licensee fails to remove any Equipment from the County Streetlights within (90) calendar days of the date of expiration or termination of this Agreement, Licensor may, in its sole and absolute discretion, remove, store, and dispose of such Equipment at the expense of the Licensee. Licensee shall reimburse Licensor for all actual costs reasonably incurred plus thirty percent (30%) fee within thirty (30) calendar days following receipt of an invoice and reasonable supporting documentation. Licensee's obligations under this subparagraph shall survive the termination of this Agreement.

13. HAZARDOUS MATERIALS

Licensee shall not generate, store, or dispose of any hazardous materials on or around the County Streetlights within public right of way in violation of any applicable Laws. Hazardous materials shall mean any chemical, substance, waste or material which has been or is hereafter determined by any federal, state or local governmental authority to be capable of posing risk to health or safety, including without limitation, those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" under applicable Laws, and includes without limitation petroleum, asbestos, polychlorinated biphenyls, flammable explosives, radioactive materials and radon gas.

14. OWNERSHIP OF ELEMENTS

Licensee shall own or have the legal right to use and control the Equipment. Licensor shall own or have the legal right to use and control the County Streetlight. Each Party will be responsible for service to elements owned or controlled by the specific Party.

15. REPAIRS AND REPLACEMENTS

Licensee shall be responsible for repair and/or replacement of any Licensee's Equipment that is installed on County Streetlights and that is damaged or destroyed by third parties or a Casualty Event which includes, but is not limited to, any casualty, fire, act of God, or other harm.

15.1 Licensor shall be responsible for repair and/or replacement of any County Streetlight damaged or destroyed by third parties or a Casualty Event. Licensor shall repair any County Streetlights that are damaged or destroyed by a third party at Licensor's expense within forty-five (45) calendar days after Licensor is made aware of such damage or destruction. If Licensor cannot repair or replace the damaged or destroyed County Streetlight within this time period, Licensor shall, at Licensee's option, allow Licensee to complete such work or provide Licensee with an alternate suitable location for Licensee's Equipment. Any such alternate location shall be subject to the requirements in Section 2.

15.2 In the event that Licensee fails to repair any such damage described above within forty-five (45) calendar days of receipt of written notice, Licensor may, in its sole and absolute discretion, repair such damage and Licensee shall reimburse Licensor for all costs incurred plus thirty percent (30%) fee within thirty (30) calendar days following receipt of an invoice and reasonable supporting documentation. Licensee's obligations under this subparagraph shall survive the termination of this Agreement.

16. RELOCATION OF STREETLIGHT FACILITIES

16.1 In the event that Licensee's Equipment must be relocated due to a change in street alignment, construction, expansion, permanent closure of a street, sale of County property, public improvement project, or other authorized decision public project by Licensor, Licensee shall relocate the Equipment on a County Streetlight or County Custom Designed Streetlight at its own expense to an alternative location made available by Licensor to Licensee within forty-five (45) calendar days after receiving the applicable permits for the alternative location. Licensor will use reasonable efforts to find a suitable alternate County Streetlight acceptable to Licensee. Licensee shall be required to obtain a Road Wireless permit from Licensor before relocation of any Equipment from any County Streetlights.

16.2 In the event that Licensee fails to relocate any Equipment from the County Streetlights within forty-five (45) calendar day after receiving written notice from Licensor, Licensor may in its sole and absolute discretion, remove, store, and dispose of such Equipment at expense of Licensee. Licensee shall pay for all actual

costs reasonably incurred plus thirty percent (30%) fee to Licensor within thirty (30) calendar days following receipt of an invoice and reasonable supporting documentation. Licensee's obligations under this subparagraph shall survive the termination of this Agreement.

17. INDEMNITY

Licensee shall indemnify, protect, defend and hold harmless the Licensor, its Board Members, officers, employees, and agents, from and against claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, including the costs of removal of any hazardous materials, remedial actions of any kind and all other related costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and costs of defense, to the extent caused directly, in whole or in part, by the negligence or willful misconduct of Licensee, its directors, officers, employees, agents, contractors, subcontractors and representatives, or arising from Licensee's construction, installation, operation, maintenance or repair of the Equipment, but not to the extent arising out of the negligence or willful misconduct of Licensor.

Licensor shall be liable only for the costs of repair to the damaged Equipment arising from Licensor's negligence or willful misconduct, and Licensor shall not be otherwise responsible for any damage, loss, or liability of any kind occurring by reason of anything done or omitted to be done by Licensor or by any third party, including, without limitation, damages, losses, or liability arising from Licensor's approval of Equipment placement.

18. INSURANCE

At all times during the Term of this Agreement, Licensee shall maintain and require its subcontractors that perform any work pursuant to this Agreement to maintain substantially the same insurance as required of Licensee, insurance coverage as described below:

18.1 Commercial Automobile Liability Insurance providing coverage for bodily injury, including death and property damage, with combined single limits of Two Million dollars (\$2,000,000) each accident covering all owned, non-owned, and hired autos.

18.2 Commercial General Liability Insurance per ISO form CG 00 01 or equivalent with a limit of Five Million dollars (\$5,000,000) per occurrence for bodily injury and property damage and Five Million dollars (\$5,000,000) general aggregate including contractual liability and products and completed operations coverage. Such insurance shall: (i) include the Licensor, its officers, and employees as additional insureds by endorsement as their interest may appear under this Agreement, but only for Licensee's negligent acts or omissions; (ii) be primary for all purposes; and (iii) contain standard separation of insureds provisions.

18.3 Workers' Compensation Insurance with statutory limits, in accordance with the laws of the State of California, and employer's liability insurance with limits of One Million dollars (\$1,000,000) each accident/disease/policy limit. Licensee shall require its insurer to waive all rights of subrogation against Licensors, its officers and employees.

18.4 Sub-Contractor Insurance Coverage Requirements. Licensee shall include all Sub-Contractors as insureds under Licensee's own policies or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Licensee shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein and shall require that each Sub-Contractor name the County and Licensee as additional insureds on the Sub-Contractor's General Liability policy. Licensee shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

18.5 Application of Excess Liability Coverage. Licensee may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

18.6 Insurance is to be placed with insurers with a Bests' rating as approved by County's Executive Officer, but in no event less than an A. M. Best rating of at least A-VII.

18.7 Upon receipt of notice from its insurer, Licensee will provide Licensors with thirty (30) calendar days prior written notice of cancellation of any policy required herein.

18.8 The insurance required hereunder shall be maintained until all Equipment has been removed from County Streetlights and County Custom Designed Streetlights.

19. FORCE MAJEURE

Licensors and its agents shall not be liable or responsible to Licensee, and Licensee hereby waives any claim for, any loss or damage to any property or person or loss of use of any property occasioned by any cause, including without limitation by theft, fire, act of God, public enemy, riot, strike, insurrection, war, court order, requisition or other order of governmental body or authority.

20. WAIVER

In no event shall either Party or such Party's respective agents or successors and assigns be liable for any contract damages of lost profits, consequential, special, exemplary, indirect, punitive, or incidental losses or damages, including loss of use, loss of goodwill, lost revenues, loss of profits or loss of contracts (the "Released Claims") and each Party

hereby waives such claims and releases the other Party from any such liability.

Licensee acknowledges that California Civil Code Section 1542 provides that: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." The Parties waive the provisions of Section 1542, or other similar provisions of Law, with respect to the Released Claims and intend that the waiver and release provided by this subsection shall be fully enforceable despite its reference to future or unknown claims.

21. ASSIGNMENT

Neither this Agreement, nor any interest in it, may be assigned, transferred, or sublicensed by Licensee without the prior written consent of the Licensor. Notwithstanding the foregoing or any provision in this Agreement to the contrary, Licensee shall have the right to assign this Agreement to any parent, subsidiary, affiliate, firm, or corporation that shall control, be under the control of, or be under common control with Licensee, or to any entity into which Licensee may be merged or consolidated or which purchases all or substantially all of the assets of Licensee that are subject to this Agreement. Licensee must submit notice of any such changes within forty-five (45) days of the assignment. Licensee shall have no right to subcontract space on any County Streetlights to any third party.

22. BINDING EFFECT

The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the Parties to the Agreement.

23. COMPLIANCE WITH ALL LAWS

Laws means any and all laws, regulations, ordinances, resolutions, judicial decisions, rules, permits and approvals applicable to Licensee's use of its Equipment that are in force on the date of this Agreement or as are lawfully amended including, without limitation, Los Angeles County code. Licensee shall comply with all Laws with respect to Licensee's use of its Equipment. This Agreement does not limit any rights Licensee may have in accordance with Laws to install its own poles in the public right of way or to attach Licensee's Equipment to third-party poles located in the public right of way. This Agreement shall in no way limit or waive either Party's present or future rights under Laws. If, after the date of this Agreement, the rights or obligations of either Party are materially preempted or superseded by changes in laws ("New Law"), the Parties agree to renegotiate this Agreement to reflect the New Law. The current terms of the Agreement will remain in place until the negotiations are completed.

24. CORPORATE AUTHORITY

Each individual signing this Agreement on behalf of Licensee represents and warrants that he or she is duly authorized to sign on behalf of Licensee and to bind Licensee fully to each and all of Licensee's obligations set forth in this Agreement.

25. EXHIBITS

In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and any exhibit attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail unless it clearly appears that such conflicting provision in such exhibit was intended to override the terms of this Agreement in the particular involved. The exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. Specially included as exhibits to this Agreement hereto are:

Exhibit A: List of Proposed Equipment

Exhibit B: List of Approved and Installed Equipment

26. GOVERNING LAW

This Agreement, and performance pursuant to it, shall be governed, interpreted, construed, and regulated by the laws of the State of California, without reference to its conflicts of law's provisions.

27. FURTHER ASSURANCES

Each Party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the Parties to this Agreement.

28. NEGATION OF PARTNERSHIP

Licensor shall not become or be deemed a partner or joint venture with Licensee or associate in any such relationship with Licensee by reason of the provisions of this Agreement. Licensee shall not for any purpose be considered an agent of Licensor.

29. NO WAIVER OF DEFAULT

The failure of any Party to enforce against another Party any provision of this Agreement shall not constitute a waiver of that Party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement. The acceptance of work or services, or payment for work or services, by Licensor shall not constitute a waiver of any provisions of this Agreement.

30. NOTICES

This paragraph shall survive termination of this agreement. Notices hereunder must be in writing and transmitted by United States first class mail or by personal delivery to Licensor. Such notices shall be deemed given (a) upon receipt in the case of personal delivery or confirmed facsimile transmittal; (b) two (2) days after it is sent by certified mail, with a return receipt requested, (c) three (3) days after deposit in the mail, or the next day in the event of overnight delivery.

If to Licensors: Los Angeles County Public Works
P.O. Box 1460
Alhambra, CA 91802-1460
Attention Traffic Safety and Mobility Division – Street Lighting Section

If to Licensee: Santa Clarita Valley Water Agency
27234 Bouquet Canyon Road
Santa Clarita, CA 91350
Attention: Field Services Supervisor

31. TERMINATION FOR CAUSE

31.1 Licensors may terminate this Agreement or Licensee's right to install, operate and maintain its Equipment on certain County Streetlights for cause upon thirty (30) calendar days' prior written notice sent by Licensors to Licensee to perfect a cure. In that event, Licensors may exercise its legal rights and/or equitable remedies reserved under this Agreement or by Law at any time, including, without limitation, the right to recover any uncollected fees that would be due and payable by Licensee to Licensors for the period prior to such termination date.

31.2 A termination for cause means: (a) Licensee has failed to cure a material default of this Agreement; (b) Licensee's authority to do business in California has expired or is rescinded or terminated by final order or action that is no longer subject to appeal; or (c) bankruptcy.

31.3 Upon termination for cause with respect to certain County Streetlights identified in or added to Exhibit B, the right to attach to such County Streetlights will immediately terminate after Licensors delivers thirty (30) calendar days prior written notice to Licensee. In such event, Licensee shall, at its expense, remove all Equipment from the County Streetlights as per section 12.3, Removal of Equipment.

32. TERMINATION WITHOUT CAUSE

The Parties hereto agree that (a) Licensee may terminate its right to operate its Equipment as it relates to any individual location upon thirty (30) calendar days advance written notice to Licensors. Any termination of this Agreement shall not relieve Licensee of any obligations, whether of indemnity or otherwise, which have accrued prior to such termination or completion of removal of Licensee's Equipment, whichever is later, or which arises out of an occurrence happening prior thereto, except to the extent arising from the negligence or willful misconduct of Licensors. For the avoidance of doubt, the obligation of Licensee to pay the Pole Fee as provided in Section 3 above for any individual location shall terminate on the following January 1st after the removal of Licensee's Equipment for such location. In the event Licensors engages in any street repair work that necessitates the removal of a County Streetlight, Licensors agrees that Licensee may install new

Equipment on any replacement County Streetlights in accordance with all requirements of this Agreement.

Except as specifically set forth herein, Licensor and Licensee agree that neither Party shall terminate this Agreement in the event of an alleged breach nor default hereunder before the defaulting Party has been given notice of and a reasonable time and opportunity to cure any such breach or default. For purposes of the foregoing, a reasonable time to cure any breach or default shall be deemed to be thirty (30) calendar days after receipt of a written notice.

33. TERMINATION FOR PUBLIC NECESSITY

Licensor may for consideration of the public health, safety, welfare, or service, including, without limitation, safety, reliability, security, or engineering reasons, terminate or otherwise modify the scope of the non-exclusive license granted by this Agreement with respect to any individual locations, upon thirty (30) calendar days prior written notice. In the event that Licensor shall terminate Licensee's right to use a certain County streetlight, Licensee must remove Equipment pursuant to Section 12. Licensor will use reasonable efforts to find an alternate County Streetlight for Licensee to relocate Licensee's Equipment in compliance with Section 2 above.

34. MERGER AND MODIFICATION

All prior agreements between the Parties are incorporated in this Agreement which constitutes the entire agreement. Its terms are intended by the Parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The Parties further intend this Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved and signed by all the Parties.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by SANTA CLARITA VALLEY WATER AGENCY on September 18, 2024, and the COUNTY OF LOS ANGELES on _____, 2025.

COUNTY OF LOS ANGELES

By _____
MARK PESTRELLA
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By 
Deputy County Counsel

SANTA CLARITA VALLEY WATER AGENCY

By: Matthew G. Stone
Its: General Manager


By 
Matthew G. Stone
General Manager

EXHIBIT A
LIST OF PROPOSED EQUIPMENT
ALLEGRO WIRELESS REPEATER ON COUNTY STREETLIGHTS

Structure Pole #	Location/GPS Coordinates		Site ID and Address	Antenna Grade (Highest Point)	Antenna Dimensions (HxWxD)	Equipment Weight	Transmit Frequency	Receive Frequency	Output Power Level	Annual Fee (per pole)
	LAT	LONG								
Existing	N/A									
New	N/A	34.41668258	-118.6085701	Magic Mountain Pkwy/ Adventure Ave.	TBD	20.5" x 20" x 24.4"	33 lbs	450-470 MHz	450-470 MHz	31-32.5 dBm
Existing	N/A									
New	N/A	34.4234759	-118.604278	Commerce Center and Middleton Dr	TBD	20.5" x 20" x 24.4	33 lbs	450-470 MHz	450-470 MHz	31-32.5 dBm
Existing	N/A									
New	N/A	34.4221092	-118.60879898	Middleton Dr and Riparian Ave.	TBD	20.5" x 20" x 24.4	33 lbs	450-470 MHz	450-470 MHz	31-32.5 dBm
Existing										
New										
Existing										
New										
Existing										
New										
Existing										
New										
Existing										
New										
Notes:										

EXHIBIT B
LIST OF APPROVED AND INSTALLED EQUIPMENT
ALLEGRO WIRELESS REPEATER ON COUNTY STREETLIGHTS

Structure Pole #		Location/GPS Coordinates		Site ID and Address	Antenna Grade (Highest Point)	Antenna Dimensions (HxWxD)	Equipment Weight	Transmit Frequency	Receive Frequency	Output Power Level	Annual Fee (per pole)
		LAT	LONG								
Existing											
New											
Existing											
New											
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		Notes:									