

**LTE SITE ACCESS AGREEMENT**

**33910**

**THIS SITE ACCESS AGREEMENT** ("Agreement"), is made and entered into in duplicate original this 16th day of JULY, 2015,

**BY AND BETWEEN**

**THE CITY OF LONG BEACH**, a municipal corporation, hereinafter referred to as "Owner"

**AND**

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

**RECITALS:**

**WHEREAS**, Owner is not a member of the LA-RICS Authority, which was established pursuant to a Joint Powers Agreement dated January 2009 ("JPA") for the purpose of coordinating governmental services to establish a wide-area interoperable public safety communications network commonly known as LA-RICS;

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

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

**WHEREAS**, the parties hereto acknowledge that: (a) LA-RICS AUTHORITY has retained Motorola ("LMR Vendor") to design, construct, and perform services with respect to a regional interoperable LMR telecommunications system as a part of the LA-RICS; (b) the LA-RICS Authority has retained Motorola ("LTE Vendor") to design and construct a regional interoperable Broadband telecommunications system as a part of the LA-RICS; (c) the federal First Responder Network Authority may, or may not retain one or more vendors (collectively, the "First Net Parties"), to design and construct a national interoperable Broadband telecommunications system of which the LA-RICS may be a part; and (d) any of the LA-RICS Authority member agencies may assume the LA-RICS Authority's rights and obligations under this Agreement and/or may perform services with respect to this LA-RICS; and

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

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

1. **LTE SITE; LICENSE**

1.01 Owner hereby licenses to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from Owner on the terms and conditions set forth herein, the use of land within a portion of the Real Property, together with all necessary space and easements for access and utilities to install and operate an unmanned LTE communication facility, consisting of the parcels of land shown on Exhibit A (Site List) attached hereto and incorporated herein by this reference (collectively, the "LTE Site" and each, individually, a "LTE Site").

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

1.03 LA-RICS AUTHORITY, the LTE Vendor, and/or the First Net Parties may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the LTE Site at the LA-RICS AUTHORITY's expense in accordance with all of the terms and conditions of this Agreement and with prior approval by or notice to the Owner only.

1.04 LA-RICS AUTHORITY hereby acknowledges the title or other legal right of possession of the Owner or its successors in the Real Property and covenants and agrees never to assail, contest, or resist said title.

1.05 Ownership of all improvements constructed by the LA-RICS AUTHORITY upon each and every site comprising the LTE Site and all alterations, additions or betterments thereto shall remain with the LA-RICS AUTHORITY or other agencies as may be provided by any applicable LA-RICS grant requirements. The LA-RICS AUTHORITY may remove any of its own improvements to the Real Property at any time during the term of the Agreement, and Owner hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

2. **PURPOSE AND USE**

2.01 The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use a parcel of the land on the Real Property for the installation, operation, maintenance, and repair of a Broadband communication facility. The LA-RICS AUTHORITY (and/or its member agencies, the LTE Vendor, the First Net Parties and/or other agents): (a) shall have the right to construct, install, repair, remove,

replace, maintain, and operate the LA-RICS AUTHORITY's LTE communications system, which typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference (such LTE system and associated infrastructure, shelters, equipment and related improvements, collectively, the "LA-RICS Facility") and other related materials as may be deemed necessary by the LA-RICS AUTHORITY, and (b) shall be allowed access over, through and across each site comprising the Real Property for ingress to and egress from the applicable LTE Site 24 hours per day, 7 days per week without notice. Each LTE Site shall be used only for the purposes authorized by this Section 2.01, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

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

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

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

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

Upon the LA-RICS AUTHORITY's approval of the final site plan for the LTE Site, such final site plan will be deemed incorporated herein by reference as Exhibit C (Site Plan). Owner and the LA-RICS AUTHORITY acknowledge that the LA-RICS AUTHORITY is a California joint powers authority whose members have specified, pursuant to Section 4.04 of its Joint Powers Agreement and Section 6509 of the California Government Code, that all common powers exercised by the LA-RICS AUTHORITY's Board of Directors shall be exercised in a manner consistent with, and subject to all the restrictions and limitations upon the exercise of such powers, as are applicable to the County of Los Angeles ("County") (i.e., the LA-RICS AUTHORITY has adopted the County's operating mode). Accordingly, Owner and the LA-RICS AUTHORITY agree that the LA-RICS AUTHORITY (i) will comply with the Owner's City Building Code requirements and (ii) will seek only those governmental approvals that would normally apply to the County, other than with respect to ministerial permits as described below. Notwithstanding the foregoing, the parties agree that their cooperation in addressing any concerns raised by the Owner is essential to the success

of the LA-RICS project and that accordingly all such concerns will be taken into consideration throughout the LTE Site plan approval process, as described in this Section 3 (Approvals/Design Review) and in Section 8 (Alterations).

LA-RICS AUTHORITY must obtain any and all permits necessary for the project and pay all fees required by the Owner. The LA-RICS AUTHORITY may perform and obtain, at the LA-RICS AUTHORITY's sole cost and expense, soil borings, percolation tests, engineering reports, environmental investigations or other tests or reports on, over, and under each LTE Site to the extent necessary to proceed with design, construction, or for compliance with the California Environmental Quality Act and/or the National Environmental Policy Act, and/or to determine if the LA-RICS AUTHORITY's use of the LTE Site will be compatible with the LA-RICS AUTHORITY's engineering specifications and design and operational requirements. Owner shall work cooperatively and expeditiously with the LA-RICS AUTHORITY to complete review of any project plans and specifications, so as not to delay the design and construction of the LA-RICS Facility.

4. **TERM**

The initial term ("Initial Term") of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and shall terminate upon written notice of termination (a) by LA-RICS AUTHORITY or (b) by Owner pursuant to Section 28 (Default) hereof.

5. **CONSIDERATION**

The consideration for the use granted herein shall be LA-RICS AUTHORITY's compliance with all of the terms and conditions of this Agreement.

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

Owner shall have the opportunity to review and provide input, if any, as to all project plans and specifications for the LA-RICS AUTHORITY's proposed alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements) after LA-RICS AUTHORITY's initial installation of the LA-RICS Facility on the LTE Site. In addition, Owner shall have the right to inspect said equipment and the LTE Site at any time during and after installation at any time. The LA-RICS AUTHORITY shall not commence installation of equipment or alteration of a LTE Site, or any portion thereof, until the Owner has reviewed and approved the plans and specifications. Owner's review of the plans shall not release the LA-RICS AUTHORITY from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The LA-RICS AUTHORITY shall be responsible for notifying Owner and all other relevant parties immediately upon discovery of such omissions and/or errors. The LA-RICS AUTHORITY shall not cause or permit any change of any equipment installed by the LA-RICS AUTHORITY on a LTE Site including power outputs or changes in the use of frequencies described in Exhibit B

hereto (Equipment List), but not including "like-kind" replacements, except after Owner has been provided an opportunity to review and approve, such plans and specifications.

## 7. INSTALLATION

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

7.02 LA-RICS AUTHORITY agrees that Owner may grant the use of any unused portion of the Real Property to any third party for the purpose of installing communications transmitting equipment, so long as such uses do not conflict or interfere with LA-RICS AUTHORITY's operations as provided for pursuant to this Agreement. Any third party granted rights by the Owner shall be required to comply with all applicable noninterference rules of the FCC.

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

7.04 LA-RICS AUTHORITY accepts the LTE Site in an "as is" condition as of the date of full execution of this Agreement. LA-RICS AUTHORITY shall have the right to finance and construct approved equipment and related improvements on the LTE Site at LA-RICS AUTHORITY' sole cost and expense, except as may be provided otherwise by other agreements. Following the construction and installation of LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements, LA-RICS AUTHORITY may thereafter, at its sole cost and expense, perform construction, maintenance, repairs, additions to, and replacements of its equipment as necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the LTE Site to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements and as required for LA-RICS AUTHORITY's operations of the LA-RICS Facility at the LTE

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

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

#### 8. ALTERATIONS

LA-RICS AUTHORITY shall make no renovations, alterations or improvements to the LTE Site or the Real Property other than to install, maintain, replace and operate the LA-RICS Facility in accordance with the documentation attached hereto as Exhibits A (Site List), B (Equipment List), and C (Site Plan) and/or as permitted elsewhere herein, without first obtaining written approval from Owner, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2.02 hereof. Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS AUTHORITY shall have the right to: (a) make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements only after providing notice to the Owner, and (b) perform any alterations or modifications that may be required pursuant to the Spectrum Manager Lease Agreement between LA-RICS AUTHORITY and the First Net Parties dated July 1, 2013 (the "Spectrum Lease Agreement") or that may be required as a result of FCC rules or regulations, only after providing notice to the Owner. LA-RICS AUTHORITY agrees to submit to the Owner, for review and approval, all plans and specifications, working drawings, and other information reasonably required by the Owner covering proposed alterations by LA-RICS AUTHORITY. All work to be done by LA-RICS AUTHORITY shall be performed in accordance with the plans approved by Owner and shall, where required, be subject to inspection by Owner's City Building Inspector.

#### 9. MAINTENANCE

Owner shall be responsible for maintenance of the Real Property, including the LTE Site, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities. The LTE Site shall be kept neat and clean by LA-RICS AUTHORITY and ready for normal use by Owner and

other users. Should LA-RICS AUTHORITY fail to accomplish this, following 30 days written notice from Owner, Owner may perform the work and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by Owner.

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

#### 10. **CONSTRUCTION STANDARDS**

Installation and maintenance of LA-RICS AUTHORITY's equipment including without limitation the LA-RICS Facility shall be performed in a neat and workmanlike manner and shall at all times comply in all respects to the statutes, laws, ordinances and regulations of any governmental authority having jurisdiction which are applicable to the installation, construction, operation and maintenance of LA-RICS AUTHORITY's equipment, including but not limited to the Owner's City Building Code.

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

#### 11. **OTHER OPERATIONAL RESPONSIBILITIES**

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

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

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

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

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

## 12. RELOCATION

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

(a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LTE Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment;

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

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

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

12.02 LA-RICS AUTHORITY shall have the right to request relocation of the LA-RICS Facility or any portion thereof to an Alternate Site on the Real Property pursuant to LA-RICS AUTHORITY's obligations under the Spectrum Manager Lease Agreement, provided that:

(a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LTE Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment;

(b) LA-RICS AUTHORITY shall pay all costs relating to relocation of LA-RICS AUTHORITY's equipment from the LTE Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LTE Site,



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

(c) LA-RICS AUTHORITY shall give Owner at least six (6) months written notice of the requested relocation.

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

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

13.02 LA-RICS AUTHORITY acknowledges and agrees that occasions may arise requiring the LA-RICS AUTHORITY to share in the cost of cleaning up of mud-slide debris and repairing the Access to its original accessible condition after a storm or heavy rainfall. LA-RICS AUTHORITY hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from Owner, and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to LA-RICS AUTHORITY by Owner upon at least thirty (30) days notice.

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

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

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

15.01 **No Interference.** LA-RICS AUTHORITY shall not use the LTE Site in any way which causes radio frequency ("RF") interference in excess of levels permitted by the FCC or otherwise interferes with the use of the Property by Owner or Owner's agents, invitees or other licensees or users who may occupy portions of the Real Property at the time this Agreement is entered into. LA-RICS AUTHORITY shall be responsible for electromagnetic compatibility of LA-RICS AUTHORITY's equipment with existing and future equipment at the Real Property.

15.02 **Interference With Public Safety Systems.** In the event of any interference with Owner's Police or Fire Department, CWIRS, Paramedic or LANet systems, or any future public safety-related systems, which is caused by LA-RICS AUTHORITY's equipment or operations, LA-RICS AUTHORITY shall be immediately notified by Owner of such interference. Following such notification, the parties will cooperatively discuss and reach agreement on how such interference will be resolved. The interference issue must be resolved or removed within forty-eight (48) hours.

15.03 **Interference With Non-Public Safety Systems.** In the event LA-RICS AUTHORITY's operations or equipment causes interference with non-public safety-related systems of Owner or any other duly authorized occupant of the Real Property, written notice of such interference shall be provided to LA-RICS AUTHORITY. Owner agrees that Owner and/or any other occupants of the Real Property who currently have or in the future take possession of the Real Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference with the existing equipment of LA-RICS AUTHORITY during the term of the Agreement.

15.04 **Interference During Emergency.** If any measurable interference caused by LA-RICS AUTHORITY's equipment with Owner's electronic equipment during an emergency incident occurs, the LA-RICS AUTHORITY will immediately cease operation, transmission or further use of LA-RICS AUTHORITY's equipment until such time as the emergency incident or interference has ended but LA-RICS AUTHORITY shall be permitted to power up its equipment for intermittent testing with notice. If Owner is unable to contact LA-RICS AUTHORITY, Owner may terminate operation of the LA-RICS AUTHORITY equipment immediately.

15.05 **Compliance With Law.** LA-RICS AUTHORITY is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as applicable rules and/or regulations of any other federal or state agency (including without limitation the Occupational Safety and Health Administration ("OSHA") having jurisdiction over the installation, operation, maintenance and/or working conditions involving RF emissions and/or safety and work standards performed on or near communications towers and antenna-licensed premises. LA-RICS AUTHORITY agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation; operation, and maintenance of its own equipment and for repairs to its own equipment

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

16. **UTILITIES**

LA-RICS AUTHORITY shall, at its sole cost and expense, cause the installation of any utility service line required by or for the conduct of the Permitted Activities, and shall be responsible for the payment of all utilities necessary for the operation of the LA-RICS Facility on the LTE Site. If such installation is not feasible, as determined by Owner, LA-RICS AUTHORITY acknowledges and agrees that LA-RICS AUTHORITY nonetheless shall be responsible for any all costs of utilities used by LA-RICS AUTHORITY, which costs will be invoiced by Owner and paid by LA-RICS AUTHORITY within thirty (30) days of its receipt of such invoice.

17. **HOLD HARMLESS AND INDEMNIFICATION**

17.01 **General.** LA-RICS AUTHORITY shall indemnify, protect, defend and save harmless each of the City, its Commissions and Boards, and their officials, employees, and agents ("Indemnified Parties") from and against any and all claims, actions, liabilities, demands, final judgments, liens, losses, fines, penalties, civil liabilities, damages, expenses and costs (including reasonable attorneys' fees, accounting fees, expert witness or consulting fees and engineering and laboratory costs, if any), arising from or related to the LA-RICS AUTHORITY's use or occupation of the LTE Site or to the extent caused by LA-RICS AUTHORITY, its employees, agents, or contractors, for: (a) injuries to or death of any person(s), or loss or damage to the LTE Site arising in connection with LA-RICS AUTHORITY's use of the LTE Site or (b) arising in connection with or as a result of, any act or omission of LA-RICS AUTHORITY or its employees, agents or contractors (including the LTE Vendor), or (c) any default of this Agreement by LA-RICS AUTHORITY.

17.02 Neither the Indemnified Parties nor their agents or employees shall be liable for any injury to or death of persons or damage that may be sustained by the goods, wares, or property of LA-RICS AUTHORITY, its employees, invitees or visitors, or any other person(s) in or about the LTE Site, or for loss or interruption of business, caused by or resulting from any activities performed by the LA-RICS AUTHORITY or its contractor.

17.03 Neither the Indemnified Parties nor their agents and employees shall be liable for loss of any property by theft.

17.04 Neither the Indemnified Parties nor their agents and employees shall be liable for

any damages arising from any act of neglect of or any officers, employees, agents, representatives, customers, business visitors or invitees of LA-RICS AUTHORITY, except to the extent caused by the gross negligence or willful misconduct or breach of its obligations under this Agreement by the Indemnified Parties.

17.05 Each Party intends this Section 17 (Indemnification) to supersede and nullify the application, if any, of California Government Code sections 895.2 [joint and several liability] and 895.6 [pro rata contribution].

17.06 Nothing in this Agreement, whether expressly or by implication, shall constitute a waiver by either Party of any governmental immunities or claims requirements, including but not limited to those under California Government Code section 900 et seq., all of which are hereby categorically reserved.

## 18. **INSURANCE**

### **A. General Insurance Provisions:**

As a condition precedent to the effectiveness of this Agreement, and without limiting LA-RICS AUTHORITY's obligations of indemnity, LA-RICS AUTHORITY at no cost to City shall procure and maintain in full force and effect during the term of this Agreement the following levels of insurance. During the term of this Agreement, LA-RICS AUTHORITY shall maintain a program of insurance coverage as described below. LA-RICS AUTHORITY at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to City after execution of this Agreement at City's request. Any contractor hired by LA-RICS AUTHORITY will maintain a program of commercial insurance as described below.

18.01 Each policy of any contractor hired by Authority shall be from a company or companies with a current A.M. Best's rating of no less than A :VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance code or any federal law.

18.02. Each policy of any contractor hired by Authority, including any policy provided by a sublessee or any other third party, shall be endorsed to provide that the policy shall not be cancelled until thirty (30) days written notice of cancellation has been served upon the Director by regular mail; provided however, that such notice of cancellation with respect to LA-RICS AUTHORITY's worker's compensation coverage shall be in writing.

18.03. The policy or policies required under paragraphs 18.A.i. above shall also be endorsed to provide substantially as follows:

18.04 That the City and Indemnified Parties, while acting within the scope of

their authority, shall be additional insureds under any policy of a contractor hired by the Authority with regard to liability and defense of suits or claims arising from the work, operations, products, and activities performed by or on behalf of the named insured.

- 18.05 That such insurance is primary as relates to Contractor operations and any other insurance, deductible, retention or self-insurance maintained by the City and Indemnified Parties and LA-RICS AUTHORITY shall not contribute with such primary insurance.
- 18.06 That in the event a claim is made or a suit is filed against an insured (whether named or additional), including a claim or suit by another insured (whether named or additional), the policy shall cover the insured against whom the claim is made or suit is filed in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.
- 18.07 That the coverage provided therein shall apply to the obligations assumed by LA-RICS AUTHORITY under the indemnity provisions of this Agreement subject to standard policy provisions and exclusions, unless the policy or policies contain a blanket form of contractual liability coverage.
- 18.08 Any failure by the named insured to comply with reporting provisions of the policy or breaches or violation of warranties shall not affect coverage provided to the indemnified parties and LA-RICS, provided that such failure is not due to the acts of the additional insureds.
- 18.09 The policy or policies required of the Contractor hired by Authority shall also be endorsed to provide a waiver of subrogation stating that the insurer waives indemnification from the indemnified parties and Authority.
- 18.10 If any of the required insurance is provided on a "claims-made" basis, any "prior acts" coverage or "retroactive date" on such insurance and all subsequent insurance shall be as the Effective Date. Upon expiration or termination of coverage of required insurance, any contractor hired by LA-RICS AUTHORITY shall procure and submit to city evidence of "tail" coverage or an extended reporting coverage period endorsement for the period of at least three (3) years from termination or expiration of this Agreement.
- 18.11 Any contractor hired by LA-RICS AUTHORITY shall deliver certificates and additional insured blanket endorsements ("Evidence of Insurance") to the City Risk Manager for approval as to sufficiency and to the City Attorney for approval as to form, which approvals shall not be unreasonably withheld, conditioned or delayed. Within ten (10) days after

expiration of any such policy, Evidence of Insurance showing that such insurance coverage has been renewed or extended shall be filed with the Director, without a lapse in coverage. If such coverage is cancelled or reduced, LA-RICS AUTHORITY shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City Risk Manager evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. LA-RICS AUTHORITY agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and Evidence of Insurance has not been submitted to the City.

18.12 Not more frequently than every three years, if in the opinion of City Risk Manager or designee and with concurrence of the Authority, the amount of the foregoing insurance coverage is not adequate, LA-RICS AUTHORITY shall increase the insurance coverage as required by City.

18.13 Such insurance as required herein shall not be deemed to limit any contractor hired by LA-RICS AUTHORITY'S liability relating to performance under this Agreement. City reserves the right to require complete certified copies of all said policies at any time. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this Agreement. LA-RICS AUTHORITY understands and agrees that, notwithstanding any insurance, LA-RICS AUTHORITY'S obligation to defend, indemnify, and hold City, its officials, agents, and employees harmless hereunder is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by the condition of the LTE Site or in any manner connected with or attributed to the acts or omissions of LA-RICS AUTHORITY, its officers, agents, contractors, employees, subcontractors, licensees, patrons, or visitors, or the operations conducted by LA-RICS AUTHORITY, or the LA-RICS AUTHORITY'S use, misuse, or neglect of the LTE Site.

18.14 Any modification or waiver of the insurance requirements herein shall be made only with the written approval of the City Risk Manager or designee.

## **B. TYPES AND LIMITS OF INSURANCE**

### **18.15 Commercial General Liability.**

A program of insurance which shall be primary to and not contributing with any other insurance maintained by Owner, written on ISO policy form CG 00 01 or its equivalent, and endorsed to name the Owner as an additional insured, and shall include, but not be limited to comprehensive general liability insurance endorsed for Site-operations, products/completed

operations, contractual, broad form property damage, and personal injury with a limit of not less than:

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

**18.16 Automobile Liability**

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

**18.17 Workers Compensation.**

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

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

**18.18 Commercial Property Insurance.**

Such coverage shall:

- Provide coverage for Owner's property, and any improvements and betterments; This coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), including Ordinance or Law Coverage, flood, and Business Interruption equal to two (2) years annual rent;
- Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value whichever is less. Insurance proceeds shall be payable to the Owner and LA-RICS AUTHORITY as their interests may appear and be utilized for repair and restoration of the LTE Site. Failure to use such insurance proceeds to timely repair and restore the LTE Site shall constitute a material breach of the Agreement.

**18.19 Construction Insurance.** If major construction work is performed by LA-RICS AUTHORITY during the term of this Agreement (i.e. demolition of structures, construction of new structures, renovation or retrofit involving structures frame, foundation or supports, or more than 50% of building, etc.) then LA-RICS AUTHORITY or the LTE Vendor shall provide the

following insurance. Owner shall determine the coverage limits required on a project by project basis:

- **Builder's Risk Course of Construction Insurance.** Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30). This insurance shall be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants, and full collapse coverage during construction, without restricting collapse coverage to specified perils. Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, including Owner furnished materials and equipment, against loss or damage until completion and acceptance by the LA-RICS AUTHORITY and the Owner if required.

- **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00.01 or its equivalent, naming Owner as an additional insured, with limits of not less than the following:

General Aggregate:	\$50 million
Products/Completed Operations Aggregate:	\$50 million
Personal and Advertising Injury:	\$25 million
Each Occurrence:	\$25 million

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

- **Automobile Liability.** such coverage shall be written on iso policy form ca 00 01 or its equivalent with limits of not less than \$5 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. such insurance shall cover liability arising out of LA-RICS AUTHORITY's or LTE Vendor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- **Professional Liability.** Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the LTE Vendor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$5 million per claim and \$10 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the



construction project.

**Workers Compensation and Employers' Liability Insurance or qualified self-insurance satisfying statutory requirements.** Such coverage shall provide Employers' Liability coverage with limits of not less than \$1 million per accident. Such policy shall be endorsed to waive subrogation against the Owner for injury to the LA-RICS AUTHORITY's or LTE Vendor's employees. If the LA-RICS AUTHORITY's or LTE Vendor's employees will be engaged in maritime employment, the coverage shall provide the benefits required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act or any other federal law to which the LA-RICS AUTHORITY is subject. If LA-RICS AUTHORITY or LTE Vendor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the Owner as the Alternate Employer, and the endorsement form shall be modified to provide that Owner will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

19. **FAILURE TO PROCURE INSURANCE**

19.01 Failure on the part of LA-RICS AUTHORITY to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which Owner may immediately terminate this Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by Owner shall be repaid by LA-RICS AUTHORITY to Owner upon demand.

19.02 Use of the LTE Site shall not commence until LA-RICS AUTHORITY has complied with the aforementioned insurance requirements, and shall be suspended during any period that LA-RICS AUTHORITY fails to maintain said insurance policies in full force and effect.

20. **TAXES**

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

20.02 LA-RICS AUTHORITY shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, Owner, City, or any other tax or assessment-levying body upon the LTE Site arising from LA-RICS AUTHORITY's use of the LTE Site.

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

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

21. **NOTICES**

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

LA-RICS AUTHORITY  
2525 Corporate Place, Second Floor

Monterey Park, California 91754

ATTN: Executive Director

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

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

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

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

Long Beach Director of Disaster Preparedness and Emergency  
Communications

2990 Redondo Avenue

Long Beach, CA 90806

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

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

**22. LA-RICS FACILITY REMOVAL**

22.01 LA-RICS AUTHORITY shall remove all of its LA-RICS Facility and personal and improvements from the LTE Site and the Real Property and restore the LTE Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, on or before the expiration of this Agreement, unless this Agreement is otherwise terminated or cancelled prior to the expiration date provided herein, in which case LA-RICS AUTHORITY shall remove from the LTE Site and the Real Property all of its LA-RICS Facility and personal property and improvements and restore the LTE Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, within 60 days of the cancellation. If weather conditions or lack of access to the LTE Site render the timely removal of LA-RICS AUTHORITY's property impossible, then LA-RICS AUTHORITY shall have 60 days from the earliest date on which access is possible in which to comply with this provision.

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

**23. INDEPENDENT STATUS**

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

24. **AMENDMENT**

Any modification of any of the terms and conditions hereof shall require a written amendment signed by an authorized agent of the LA-RICS AUTHORITY and an authorized agent of Owner.

25. **ASSIGNMENT**

25.01 This Agreement may not be sold, assigned or transferred by LA-RICS AUTHORITY without the approval or consent of the Owner, which consent may not be unreasonably withheld or conditioned. No change of stock ownership, partnership interest or control of LA-RICS AUTHORITY or transfer upon partnership or corporate dissolution of LA-RICS AUTHORITY shall constitute an assignment hereunder.

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

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

25.03 Owner shall approve or disapprove a proposed transfer, assignment or sublicense within sixty (60) days after LA-RICS AUTHORITY delivers all such items to the Owner. Owner's failure to respond to any request pursuant to this Section shall be deemed disapproval of said request.

25.04 In the case of an assignment of this Agreement, the proposed instrument shall include a written assumption by the assignee of all obligations of LA-RICS AUTHORITY under the Agreement arising thereafter and assignee shall be liable to perform the full obligations of the LA-RICS AUTHORITY under this Agreement and as a condition to the completion of such transfer must cure, remedy, or correct any event of default existing at the time of such transfer in a manner satisfactory to the Owner.

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

25.06 Owner shall have the right to lease or license the use of space on LA-RICS Authority's telecommunications pole to third party(ies), if such telecommunications pole is capable of housing such third party(ies), based on terms mutually agreeable to the LA-RICS Authority. Owner shall submit any proposed lease or license to the LA-RICS Authority for review and approval prior to entering into such lease or license.

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

26. **SUBORDINATION AND NON-DISTURBANCE**

Owner shall obtain, not later than 15 days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagees, ground lessors and master lessors, if any, of the Real Property. At Owner's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "Mortgage") by Owner which from time to time may encumber all or part of the Real Property; provided, however, as a condition precedent to LA-RICS AUTHORITY being required to subordinate its interest in this Agreement to any future Mortgage covering the Real Property, Owner shall obtain for LA-RICS AUTHORITY's benefit a non-disturbance and attornment agreement in a form reasonably satisfactory to LA-RICS AUTHORITY and containing at a minimum the terms set forth hereinbelow ("Non-Disturbance Agreement"), and shall recognize LA-RICS AUTHORITY's right to remain in occupancy of and have access to the LTE Site as long as LA-RICS AUTHORITY is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchase of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Real Property, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, (b) fulfill Owner's obligations under this Agreement, and (c) promptly cure all of the then-existing Owner defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LA-RICS AUTHORITY will execute an agreement for the Lender's benefit in which LA-RICS AUTHORITY: (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of the Lender, (ii) agrees to attorn to Lender if Lender becomes the owner of the Real Property, and (iii) agrees to accept a cure by Lender of any of Owner's defaults, provided such cure is completed within the deadline applicable to Owner.

27. **CONDEMNATION**

In the event of any condemnation of the Real Property (or any portion thereof), LA-RICS AUTHORITY may terminate this Agreement upon written notice to Owner if such condemnation may reasonably be expected to disrupt LA-RICS AUTHORITY's

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

**28. DEFAULT**

Except as otherwise provided in this Agreement, in the event of a default hereunder by LA-RICS AUTHORITY, Owner shall provide written notice thereof to LA-RICS AUTHORITY. LA-RICS AUTHORITY shall have sixty (60) days from the date of said notice in which to cure the default, provided that LA-RICS AUTHORITY shall have such extended period beyond sixty (60) days as may be required if the nature of the cure is such that it reasonably requires more than sixty (60) days and LA-RICS AUTHORITY has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. Owner may not maintain any action or effect any remedies for default against LA-RICS AUTHORITY unless and until LA-RICS AUTHORITY has failed to cure a default within the time periods set forth in this section. In the event that LA-RICS AUTHORITY fails to cure a default within sixty (60) days or as otherwise provided in this section, Owner may: (a) cure the default and invoice LA-RICS AUTHORITY for all costs reasonably incurred in effecting such cure, or (b) terminate this Agreement upon written notice to LA-RICS AUTHORITY, take possession of the LTE Site and remove all LA-RICS AUTHORITY's improvements located thereon. In the event of a default hereunder by Owner, LA-RICS AUTHORITY shall provide written notice thereof to Owner. Owner shall have sixty (60) days from the date of said notice in which to cure the default, provided that Owner shall have such extended period beyond sixty (60) days as may be required if the nature of the cure is such that it reasonably requires more than sixty (60) days and Owner has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. LA-RICS AUTHORITY may not maintain any action or effect any remedies for default against Owner unless and until Owner has failed to cure a default within the time periods set forth in this section. In the event that Owner fails to cure a default within sixty (60) days or as otherwise provided in this section, LA-RICS AUTHORITY may: (a) cure the default and invoice Owner for all costs reasonably incurred by LA-RICS AUTHORITY in effecting such cure, or (b) terminate this Agreement upon written notice to Owner.

**29. WAIVER**

29.01 Any waiver by either party of the breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any other breach of the same or of any other covenant, condition,

term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping either party from enforcing the full provisions thereof.

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

30. **HAZARDOUS MATERIALS**

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

The parties each agree to indemnify and defend the other and the other's agents, officers, employees, and contractors against any and all losses, liabilities, claims and/or costs (including reasonably attorneys' fees and costs) to the extent arising from the indemnifying party's breach of any warranty or agreement contained in this Section.

31. **DAMAGE OR DESTRUCTION**

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

adjustment, as of such termination date, with respect to payments due to the other under this Agreement, if any.

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

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

32. **AUTHORIZATION WARRANTY**

The parties hereto represent and warrant that the person executing this Agreement for each of them is an authorized agent who has actual authority to bind such party to each and every term, condition, and obligation of this Agreement and that all requirements of such party have been fulfilled to provide such authority.

33. **INDEPENDENT CONTRACTOR STATUS**

This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between Owner and LA-RICS AUTHORITY. LA-RICS AUTHORITY shall bear the sole responsibility and liability for furnishing Worker's Compensation benefits to any person for injuries from or connected with services performed on behalf of LA-RICS AUTHORITY pursuant to this Agreement as required by law. The foregoing indemnification does not apply to liability caused by the negligence of the Owner.

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

This Agreement shall be governed by, and construed in accordance with the internal laws of the State of California. LA-RICS AUTHORITY agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.



35. **COMPLIANCE WITH APPLICABLE LAW**

In the performance of this Agreement, each party and anyone acting on such party's behalf pursuant to this Agreement shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures (including without limitation the rules and regulations of the FCC, the Federal Aviation Administration ("FAA"), and OSHA, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

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

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

36.02 LA-RICS AUTHORITY certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

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

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

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

36.06 In the event LA-RICS AUTHORITY violates the antidiscrimination provisions of the Agreement, the parties agree that it is difficult to ascertain the amount of liquidated damages, and hereby agree that the Owner shall, at its sole option, be

entitled to the sum of FIVE HUNDRED DOLLARS (\$500.00) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

37. **NON EXCLUSIVITY**

Nothing herein is intended or shall be construed as creating any exclusive arrangement with LA-RICS AUTHORITY. This Agreement shall not restrict the Owner from acquiring similar, equal or like goods and/or services from other entities or sources.

38. **NOTICE OF EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

LA-RICS AUTHORITY shall notify its employees, and shall require each Contractor and Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

39. **PUBLIC RECORDS ACT**

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

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

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

RICS AUTHORITY shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

40. **OTHER TERMS AND CONDITIONS**

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

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

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

40.04 Safety. LA-RICS AUTHORITY shall immediately correct any unsafe condition on the LTE Site, as well as any unsafe practices occurring thereon, to the extent such unsafe condition or practice occurs as a result of LA-RICS AUTHORITY's use of the LTE Site. LA-RICS AUTHORITY shall cooperate fully with Owner in the investigation of any accidental injury or death occurring on the LTE Site, including a prompt report thereof to the Owner. LA-RICS AUTHORITY shall cooperate and comply fully with Owner, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all LA-RICS AUTHORITY's structures and enclosures. LA-RICS AUTHORITY, at its expense, may use any and all appropriate means of restricting public access to the LTE Site.

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

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

41. **NON-AVAILABILITY OF FUNDING**

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

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

42. **ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE**

LA-RICS AUTHORITY hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this Agreement.

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

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

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

44. **BANKRUPTCY**

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

365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

45. **SUCCESSORS AND ASSIGNS**

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

46. **SEVERABILITY**

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

47. **INTERPRETATION**

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

48. **ENTIRE AGREEMENT**

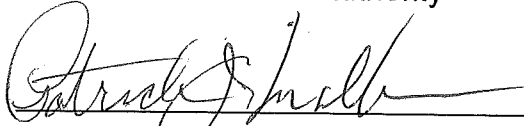
This Agreement (and the attached exhibits) contains the entire agreement between the parties hereto with respect to the matters set forth herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Owner and LA-RICS AUTHORITY.

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

THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

CITY OF LONG BEACH

A California Joint Powers Authority

By: 

By: 


Print Name: PATRICK J. MALLON  
Its: EXECUTIVE DIRECTOR

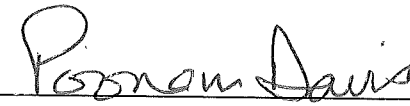
APPROVED AS TO FORM:


ATTEST:

MARK J. SALADINO  
COUNTY COUNSEL

CONTRACT # 33910

By:   
Deputy

By:   
City clerk

APPROVED AS TO FORM  
June 29, 2015  
CHARLES PARKIN, City Attorney  
By:   
KENDRA L. CARNEY  
DEPUTY CITY ATTORNEY

**EXHIBIT A  
SITE LIST**

**Site FS5**

**7575 E. Wardlow Rd. L.B. APN: 7075-002-906/901**

**Site LBFD012**

**1199 E. Artesia Blvd. L.B. APN: 7115-008-908**

# EXHIBIT B

## EQUIPMENT LIST

### Page 1 of 2

#### Equipment List City of Long Beach Fire Dept - FS5

- Antenna Support Hardware
- LTE Antennas and line x6
- Microwave Dishes (at sites with microwave)
- Generator & Fuel
- Automatic Transfer Switch
- Electrical H-Frame
- Equipment Pad
- RBS Radio Cabinet (at all LTE sites)
- BBS Radio Battery Cabinet (at all LTE sites)
- TMR Microwave Cabinet (at sites with microwave)
- BBS Microwave Battery Cabinet (at sites with more than 6 microwave radios)
- MPLS Site Router (at all LTE sites)
- Fiber Network Interface Device (at Fiber Sites)

#### NOTE:

- LA-RICS may only conduct work at the Site from 8:30 a.m. to 5:00 p.m.;
- All concrete removed for installation of the LA-RICS project must be replaced in its entirety, from saw cut to saw cut, with the same grade, thickness, and specifications as the existing concrete;
- All landscaping must be maintained and/or replaced such that the appearance and aesthetic of the landscaping at the completion of the installation mirrors the current appearance and aesthetic of the landscaping. A photograph of the currently landscaping is attached hereto and incorporated herein by reference; and
- No permanent paint or markings of any kind may be used during the installation or remain following completion of the installation.
- LA-RICS will relocate the hose cabinet storage locker to a location approved by the Long Beach Fire Department.



# EXHIBIT B

## EQUIPMENT LIST

Page 2 of 2

### Equipment List City of Long Beach Fire Dept - LBFD012

- Antenna Support Hardware
- LTE Antennas and line x6
- Microwave Dishes (at sites with microwave)
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- Automatic Transfer Switch
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- Equipment Pad
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#### NOTE:

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- All landscaping must be maintained and/or replaced such that the appearance and aesthetic of the landscaping at the completion of the installation mirrors the current appearance and aesthetic of the landscaping. A photograph of the currently landscaping is attached hereto and incorporated herein by reference; and
- No permanent paint or markings of any kind may be used during the installation or remain following completion of the installation.

**EXHIBIT C**

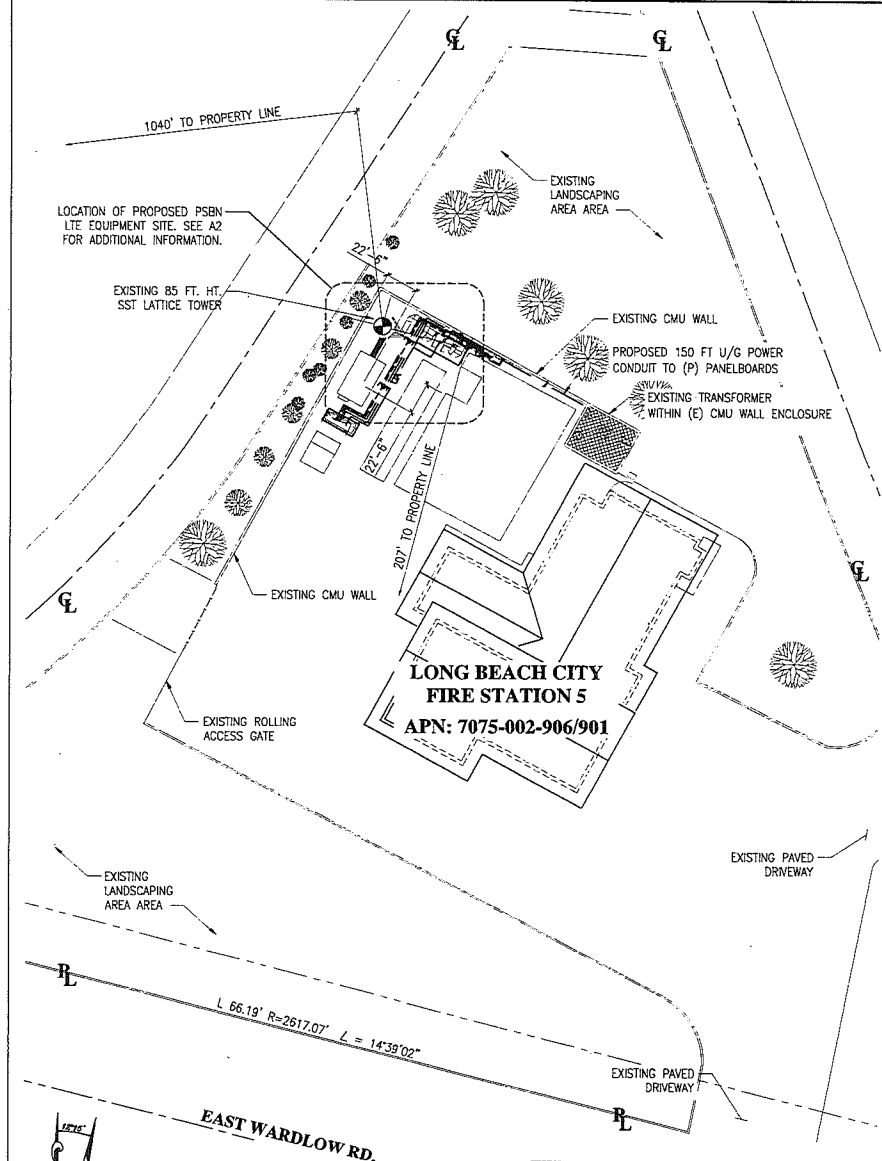
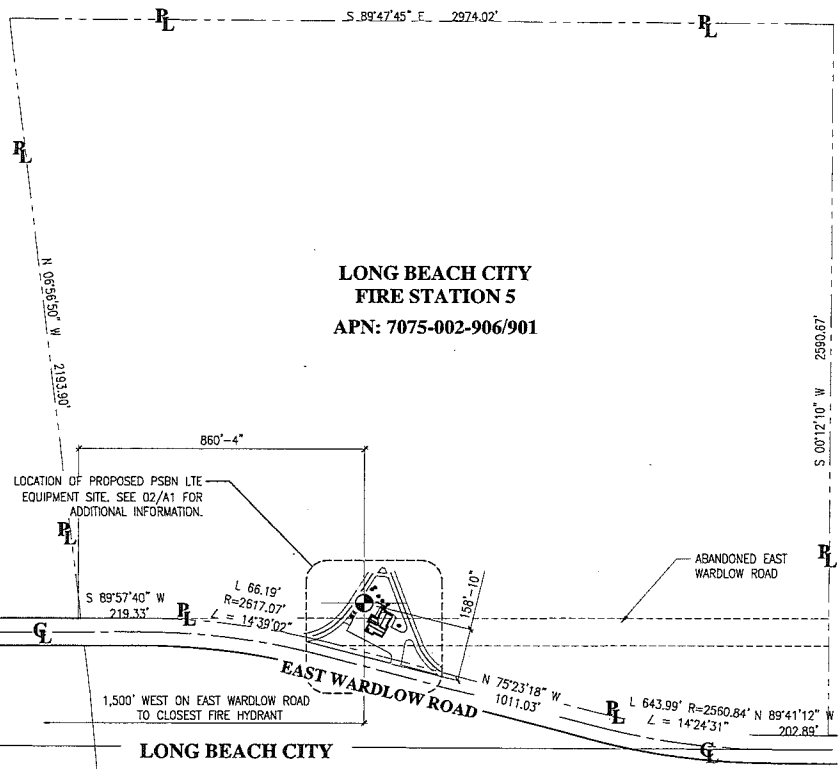
**SITE PLAN**

**Page 1 of 2**

**City of Long Beach Fire Dept - FS5**

**SEE ATTACHED DRAWINGS**

**ZONE X (FLOOD ZONE):** THIS IS AN AREA OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE OF FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.



NOTE: ADDRESS IS TO BE VISIBLE FROM STREETS FRONTING PROPERTY, NUMBERS ARE TO CONTRAST WITH THEIR BACKGROUND.



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

**MOTOROLA SOLUTIONS**

**GENERAL DYNAMICS INFORMATION TECHNOLOGY**

Los Angeles Regional Interoperable Communications System

**FS5**

**LONG BEACH FIRE STATION 5**

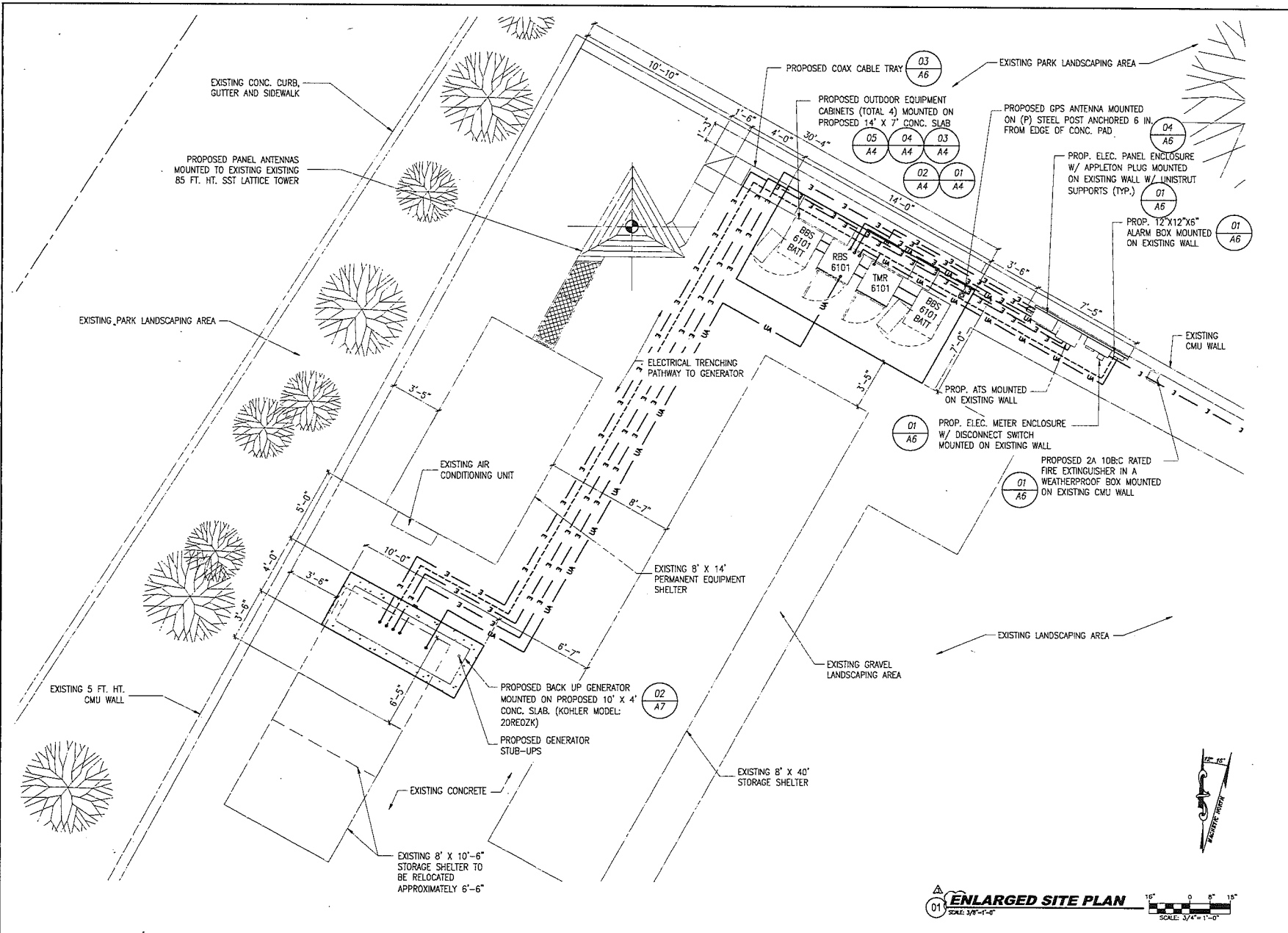
MITCHELL J. ARCHITECTURE, INC.  
4833 Buena Vista Court, Suite #  
San Diego, CA 92111  
619.592.3139 (cell) 619.592.3140 (fax)

**M J**  
ARCHITECTURE

NO.	DATE	DESCRIPTION
0	05-18-15	100% CD'S
1	06-18-15	IPC COMMENTS
2	07-09-15	RE-DESIGNED 90% CD'S
3	07-10-15	IPC COMMENTS


**SITE PLAN  
A1**

PSBN-FS5-A1




NOTE: ALL INFORMATION IS SUBJECT TO FIELD VERIFICATION. ALL INFORMATION IS CONFIDENTIAL AND NOT FOR PUBLIC DISTRIBUTION WITHOUT EXPRESS CONSENT OF THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEMS AUTHORITY.

**ENLARGED SITE PLAN**  
 SCALE: 3/4" = 1'-0"  
 1" = 0' 8" 15"



Los Angeles Regional Interoperable Communications System



**MOTOROLA SOLUTIONS**

**GENERAL DYNAMICS INFORMATION TECHNOLOGY**

Los Angeles Regional Interoperable Communications System


**FS5**

**LONG BEACH FIRE STATION 5**

MITCHELL J. ARCHITECTURE, INC.  
 4833 Borwick Court, Suite N  
 San Diego, CA 92111  
 619.550.1310 (ext) 619.550.3140 (fax)

ISSUED DATE: 07-08-15  
 CONSTRUCTION RECORD  
 DRAWN BY: TA, JL, SS  
 CHECKED BY: AB

REVISIONS		
NO.	DATE	DESCRIPTION
0	05-18-15	100% CD'S
1	08-15-15	PC COMMENTS
2	07-08-15	RE-DESIGNED 90% CD'S
3	07-10-15	PC COMMENTS



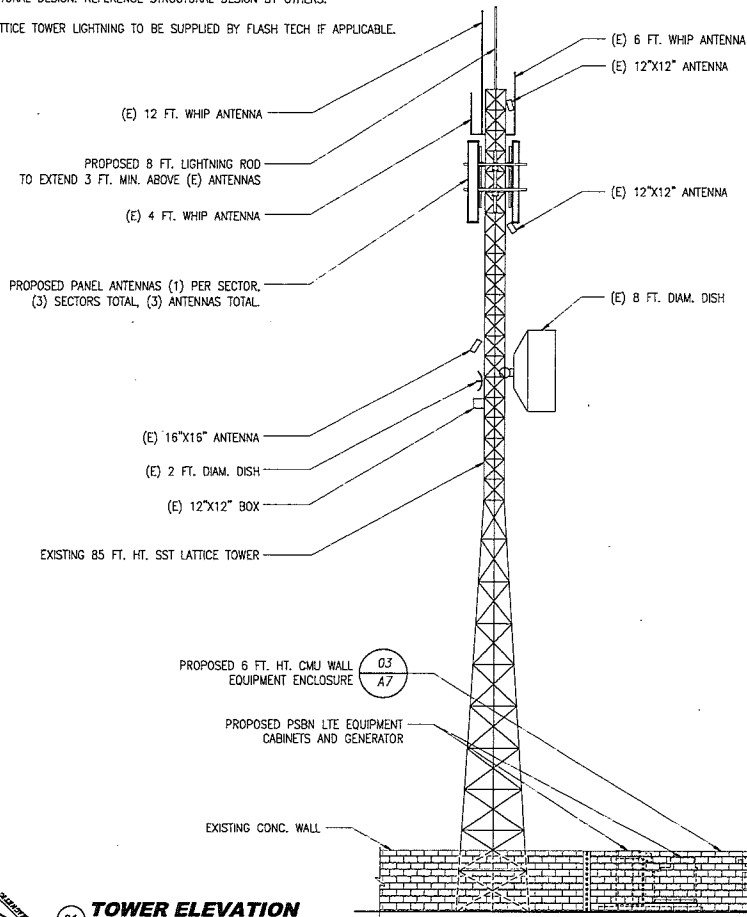
**ENLARGED SITE PLAN**  
**A2**

PSBN-FS5-A2

ANTENNA MOUNT SCHEDULE		
RAD CENTER	ANTENNA	SECTOR
71'	LNX-6515DS-A1M	
71'	LNX-6515DS-A1M	
71'	LNX-6515DS-A1M	

**TOWER NOTES:**

1. ANTENNA CONFIGURATION IS SUBJECT TO CHANGE. VERIFY ANTENNA HEIGHT, DOWN TILT, AND AZIMUTH WITH CURRENT RFDS PRIOR TO CONSTRUCTION.
2. ANTENNAS AND COAX SHALL BE ATTACHED TO (E) SST LATTICE TOWER IN ACCORDANCE WITH THE STRUCTURAL DESIGN. REFERENCE STRUCTURAL DESIGN BY OTHERS.
3. (E) SST LATTICE TOWER LIGHTNING TO BE SUPPLIED BY FLASH TECH IF APPLICABLE.

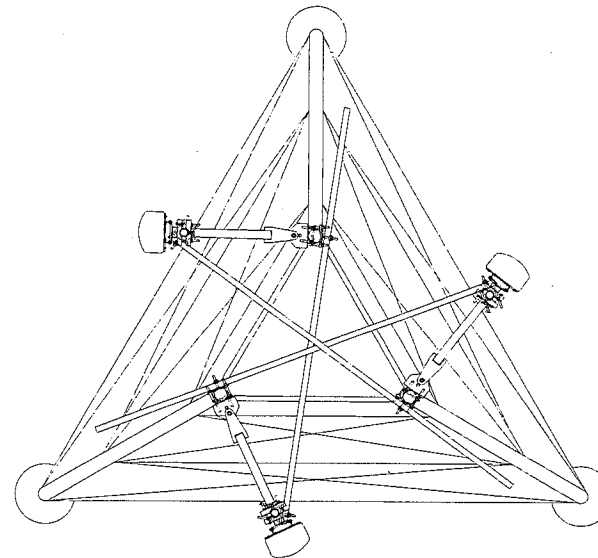


**01 TOWER ELEVATION**  
SCALE: NTS

MICROWAVE MOUNT SCHEDULE	
RAD CENTER	MICROWAVE DISH

**NOTES:**

1. JUMPER TO BE MOUNTED 1 FT. AWAY FROM MAINLINE & ANTENNA CONNECTORS (EACH WAY) THEN EVERY 2 FT. UP TO ANTENNA.
2. NO PIPE TO PIPE ANTENNA MOUNT PERMITTED.
3. ACTUAL T-ARM MOUNT, ANTENNA, & MICROWAVE MOUNTING LOCATIONS AND AZIMUTHS TO BE INSTALLED PER FINAL RFDS SHEET. NEED TO VERIFY RFDS PRIOR TO INSTALLATION.



**02 TYPICAL ANTENNA / MICROWAVE LAYOUT PLAN VIEW**  
SCALE: NTS

NOTE: ALL INFORMATION IS SUBJECT TO FIELD VERIFICATION. ALL INFORMATION IS CONFIDENTIAL AND NOT FOR PUBLIC DISTRIBUTION WITHOUT EXPRESS CONSENT OF THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEMS AUTHORITY.



**MOTOROLA SOLUTIONS**

**GENERAL DYNAMICS INFORMATION TECHNOLOGY**

MITCHELL J. ARCHITECTURE, INC.  
4885 Bryson Court, Suite N  
San Diego, CA 92111  
953.650.3190 (ph) 953.650.3140 (fax)



Los Angeles Regional Interoperable Communications System

**FS5**  
**LONG BEACH FIRE STATION 5**

ISSUED DATE: 07-09-15

CONSTRUCTION RECORD  
DRAWN BY: TA, JL, SS  
CHECKED BY: AB

**REVISIONS**

NO.	DATE	DESCRIPTION
0	05-18-15	100% CD'S
1	05-19-15	PC COMMENTS
2	07-09-15	RE-DESIGNED 90% CD'S
3	07-10-15	PC COMMENTS



**TOWER ELEVATION**  
**A3**

PSBN-FS5-A3

**EXHIBIT C**

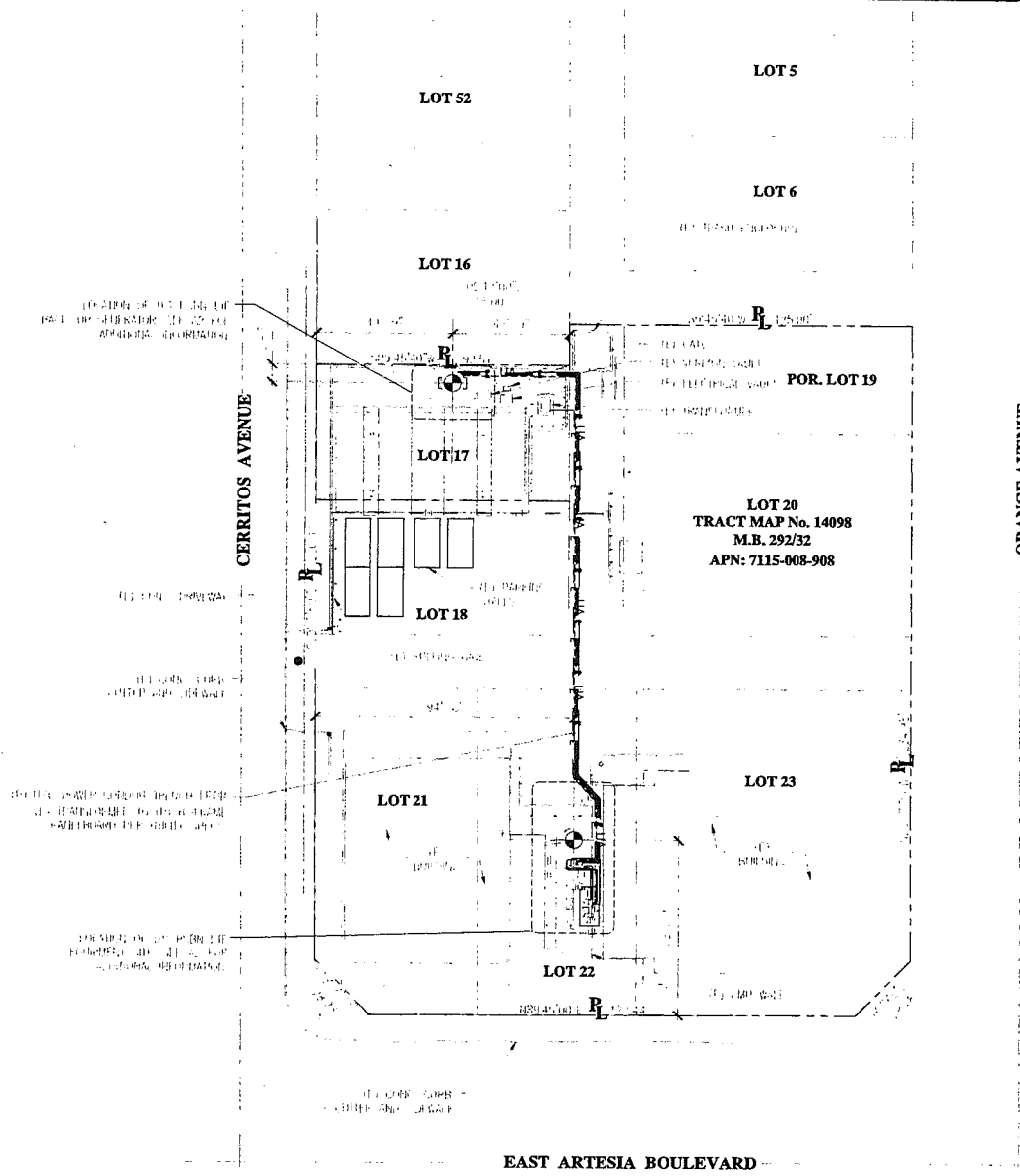
**SITE PLAN**

**Page 2 of 2**

**City of Long Beach Fire Dept - LBFD012**

**SEE ATTACHED DRAWINGS**

- GENERAL NOTES:
1. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
  2. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
  3. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.



**LOT 20**  
 TRACT MAP No. 14098  
 M.B. 292/32  
 APN: 7115-008-908

CERRITOS AVENUE


ORANGE AVENUE

EAST ARTESIA BOULEVARD




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





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




**MOTOROLA**  
 SOLUTIONS

**GENERAL DYNAMICS**  
 INFORMATION TECHNOLOGY


Los Angeles Regional Interoperable Communications System

**LBFD012N**  
**FS 12**

**MITCHELL J. ARCHITECTURE, INC.**  
 4853 Reson Court, Suite 110  
 San Diego, CA 92111  
 (619) 555-5146 (fax)



REVISIONS	
NO.	DESCRIPTION

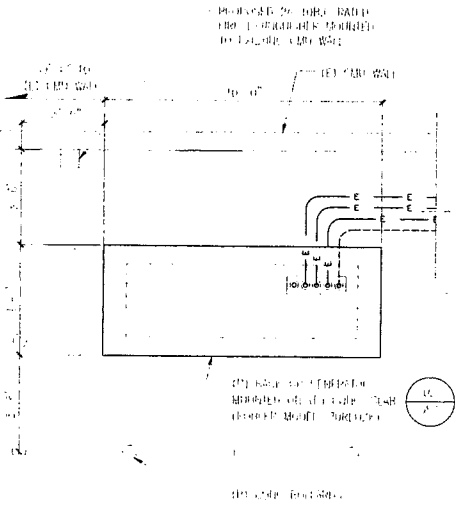


**SITE PLAN**  
**A1**

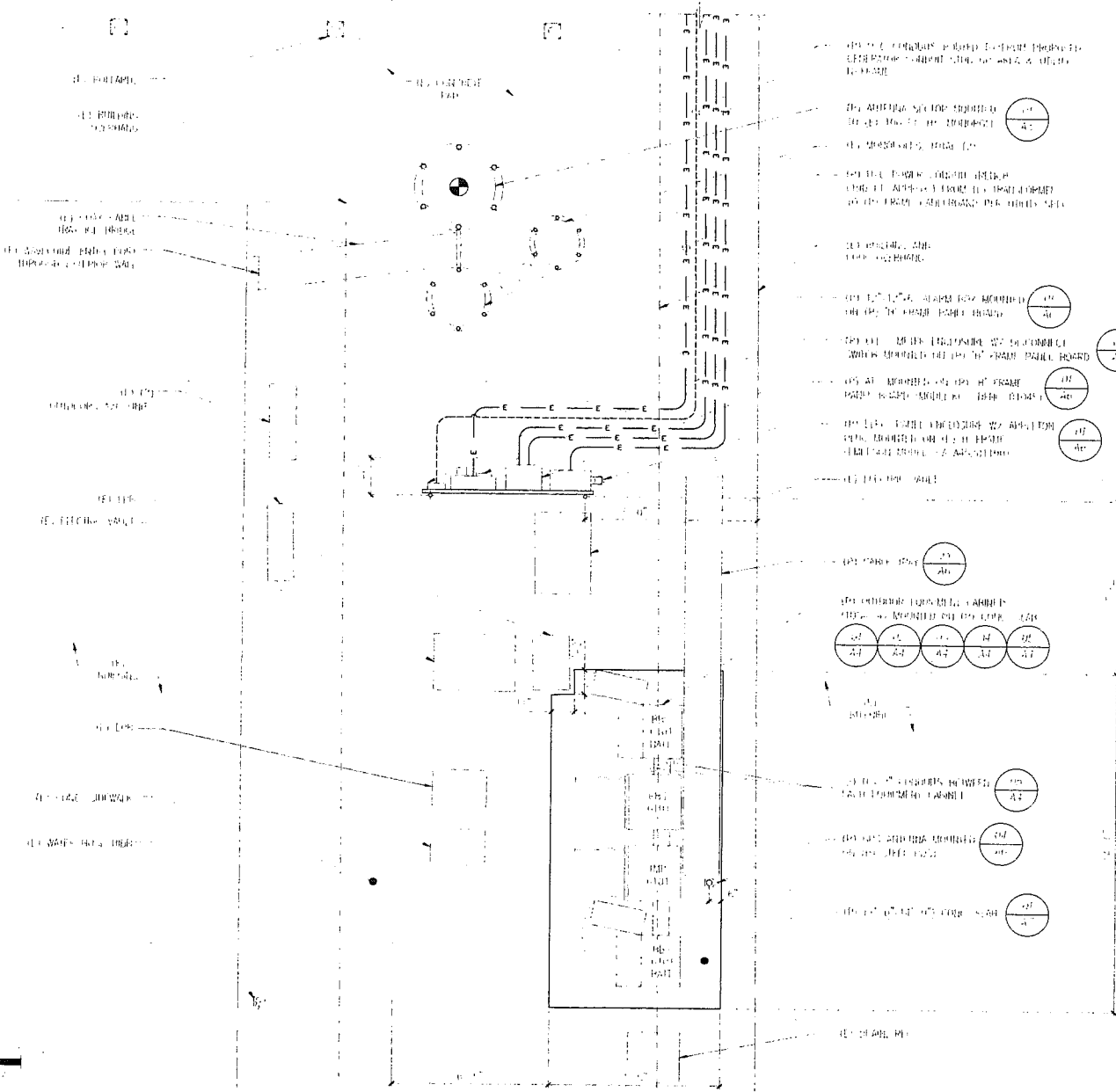
PSBN-LBFD012N-A1

ALL INFORMATION IS SUBJECT TO THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT FOR THE USE OF THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM ARCHITECTURE.

- 1. THESE NOTES SHALL BE CONSIDERED PART OF THE CONTRACT DOCUMENTS.
- 2. THESE NOTES SHALL BE CONSIDERED PART OF THE CONTRACT DOCUMENTS.
- 3. THESE NOTES SHALL BE CONSIDERED PART OF THE CONTRACT DOCUMENTS.



**02 GENERATOR PLAN**  
SCALE 1/2"=1'-0"



**01 ENLARGED SITE PLAN**  
SCALE 1/2"=1'-0"

NOTES: ALL DIMENSIONS IN THIS DRAWING SHALL BE TAKEN FROM THE FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS IN THIS DRAWING SHALL BE TAKEN FROM THE FACE UNLESS OTHERWISE NOTED.

- 1. THESE NOTES SHALL BE CONSIDERED PART OF THE CONTRACT DOCUMENTS.
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- 8. THESE NOTES SHALL BE CONSIDERED PART OF THE CONTRACT DOCUMENTS.
- 9. THESE NOTES SHALL BE CONSIDERED PART OF THE CONTRACT DOCUMENTS.
- 10. THESE NOTES SHALL BE CONSIDERED PART OF THE CONTRACT DOCUMENTS.

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

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**MOTOROLA SOLUTIONS**

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**GENERAL DYNAMICS INFORMATION TECHNOLOGY**  
 Los Angeles Regional Interoperable Communications System  
**LBFD012N FS 12**

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**MITCHELL J ARCHITECTURE, INC.**  
 12010 W. 120th St.  
 San Diego, CA 92171  
 619.556.3130 (p) 619.556.3140 (f)

DATE: 05/11/10

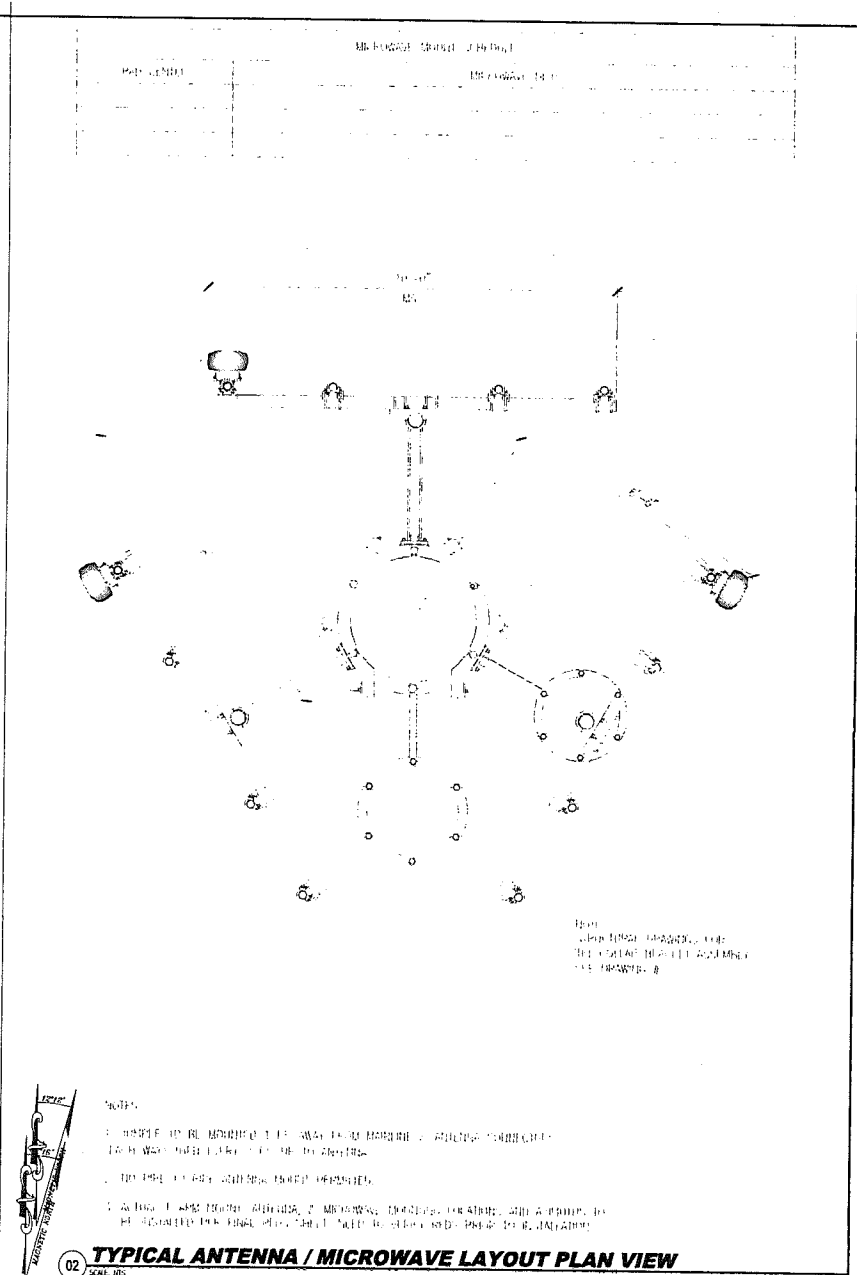
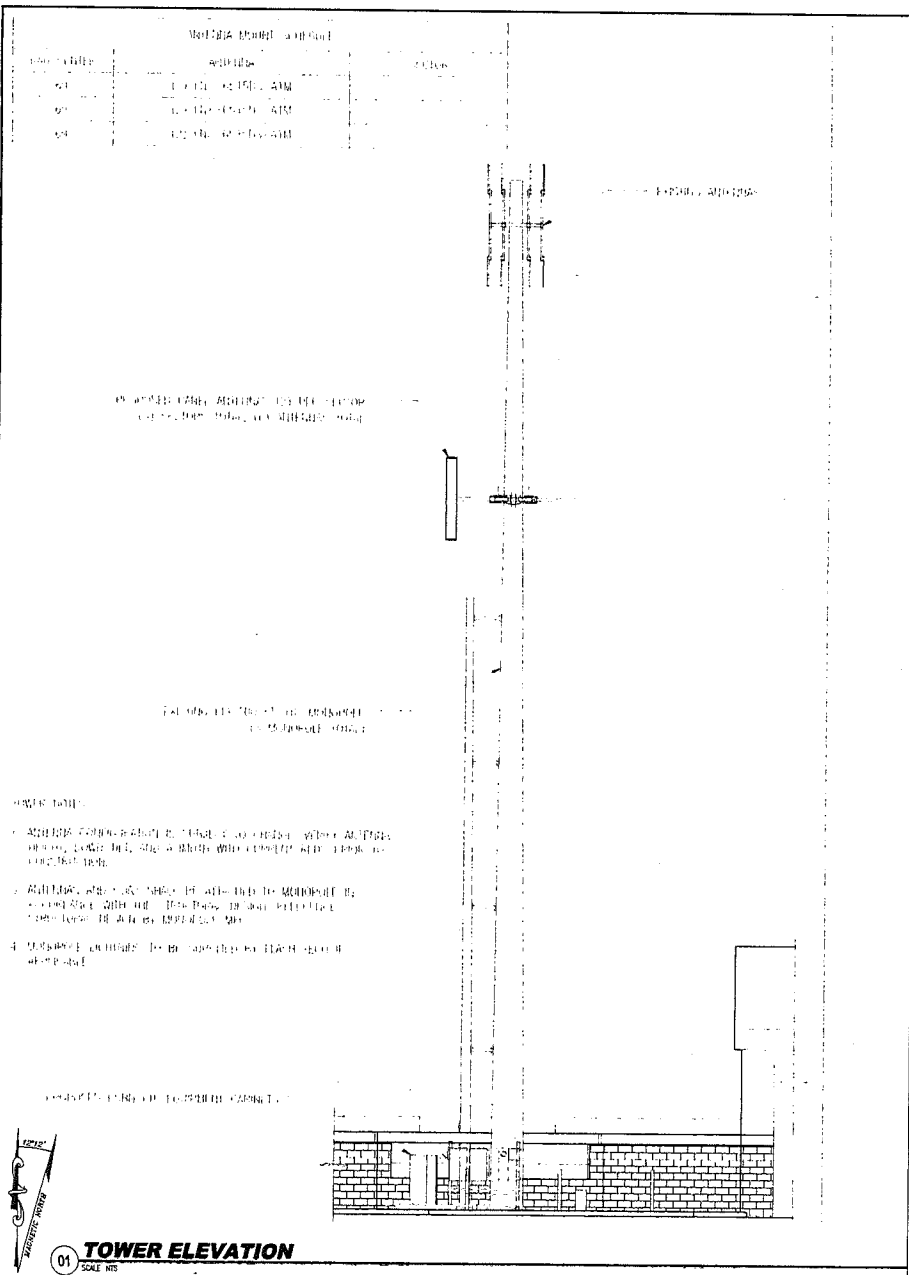
PROJECT: 05

REVISIONS

NO.	DATE	DESCRIPTION

**ENLARGED SITE PLAN**  
**A2**  
 PSBN-LBFD012N-A2





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

**MOTOROLA SOLUTIONS**

**GENERAL DYNAMICS INFORMATION TECHNOLOGY**

**GENERAL DYNAMICS INFORMATION TECHNOLOGY**  
Los Angeles Regional Interoperable Communications System

**LBFD012N**  
**FS 12**

**MITCHELL J. ARCHITECTURE, INC.**  
1011 N. 10TH ST.  
SAN DIEGO, CA 92111  
619.550.3140 (PH) 619.550.3140 (CELL)

**Mitchell J. Architecture**

ISSUED DATE: 11-27-14  
CONSTRUCTION: 11-27-14  
REVISIONS: 11-27-14

**REVISIONS**

NO.	DATE	DESCRIPTION
1	11-27-14	ISSUED FOR CONSTRUCTION

**TOWER ELEVATION**  
**A3**

PSBN-LBFD012N-A3