

## **STREETLIGHT MASTER LICENSE AGREEMENT**

**THIS STREETLIGHT MASTER LICENSE AGREEMENT** (“Agreement”) is made and entered into on \_\_\_\_\_, 2021 (“Effective Date”), by and between the COUNTY OF LOS ANGELES (“Licensor” or “County”), a political subdivision of the State of California, and \_\_\_\_\_ (“Licensee”), a commercial mobile radio provider in California 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 small wireless telecommunications facilities, also known as small cells, 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 purchasing approximately 39,000 streetlights from Southern California Edison throughout Los Angeles County, which may include streetlights with Licensee’s Equipment.

**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 Custom Designed Streetlight – A County Streetlight that is custom designed to accommodate Licensee’s Equipment to include a concrete pole with underground wiring, support arms, conduit space within the pole, and foundation.

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 small wireless telecommunications facilities or small cells, as defined by the FCC under 47 CFR § 1.6002(l) as may be amended, 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 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. 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.

**24 Road Encroachment Permit.** Licensee shall apply for a Road Encroachment 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 Electrical Plans described above for the installation and construction of Equipment. Licensee shall perform all work in compliance with the approved Plans and Road Encroachment permit.

**25 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 Encroachment permit in connection with such modification or replacement.

**26 Transfer of Streetlights to County.** Any Southern California Edison streetlights to be transferred in ownership to Licensor shall be a County Streetlight effective the date of transfer of ownership to Licensor. Any existing Equipment on the transferred streetlight shall be subject to the terms of the Agreement effective date of transfer.

### **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 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 Encroachment permit application for the installation of Equipment. If the County Streetlight is a result of ownership transfer pursuant to Section 2.6, Licensee shall pay the first Pole Fee within thirty (30) calendar days of invoicing from the Licensor. Thereafter, the Licensee shall, each year, pay the Pole Fee with respect to each County Streetlight or County Custom Designed Streetlight with Equipment shown in Exhibit B pursuant to Section 3.8. The Licensee shall amend Exhibit B each time a new County Streetlight or County Custom Designed Streetlight location is utilized for attachment of Equipment and provide the amended Exhibit B to Licensor; provided, such amendment shall not require Board of Supervisors approval. Licensor shall issue an invoice by the third week of November and payment by Licensee shall be received by Licensor 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 Licensor each time additional or replacement Equipment materially different than the originally approved Equipment was installed by Licensee and accepted by Licensor.

**3.4 Late Fee.** Licensee's failure to pay the first Pole Fee within ninety (90) calendar days from date of submittal and within thirty (30) calendar days for transferred streetlights pursuant to Section 2.7, 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 Licensor a late charge of fifteen percent (15%) of the overdue Pole Fee. If the Licensee fails to pay, the release of Plans or issuance of a Road Encroachment 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 Licensor of amounts due under this Agreement will cause Licensor 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 Licensor will incur by reason of Licensee's late payment.

**3.6 Fee Increases.** The Pole Fee will be adjusted annually by a percentage equal the most recently published U.S. Bureau of Labor Statistics consumer price index.

Pursuant to the Declaratory Ruling and Third Report and Order No. FCC 18-133 adopted by the Federal Communication Commission on September 27, 2018

("Wireless Infrastructure Order"), the Pole Fee may be revised once per calendar year based on a cost study establishing a reasonable approximation of Licensor's objectively reasonable, actual costs in providing access to County rights-of-way and attachment of small cells which has been reviewed, adopted and approved by the Licensor. Licensor shall notify Licensee ninety (90) days in advance of adopting the cost study. After the revised Pole Fee is final as described herein, Licensor shall provide a notice to Licensee of the revised Pole Fee which shall be effective the date of the notice on a prospective basis, provided the revised Pole Fee is consistent with all laws and non-discriminatory. Licensor reserves its right to adjust the Pole Fee as provided by such laws.

**3.7** If during the Term, a court of competent jurisdiction issues a final, non-appealable order vacating the FCC Wireless Infrastructure Order, the Parties shall negotiate a new annual attachment fee to become effective on a prospective basis on the date the Wireless Infrastructure Order is vacated. The current Pole Fee shall remain in effect while the Parties are negotiating the replacement Pole Fee.

**3.8** **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 Encroachment 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 Encroachment 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.

**4.7** In performing installation of a County Custom Designed Pole, Licensee shall be responsible for removal of existing poles (if any) per Approved Plans.

**4.8** **As Built Drawings to be Provided.** Licensee shall provide as-built drawings, in a format acceptable to Licensor, detailing the location of each Equipment installed pursuant to this Agreement within sixty (60) calendar days after such Equipment is installed per Approved Plans and verified by Licensor.

**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 Encroachment 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 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.

**7.3** **Activity Log**. Licensee shall maintain an activity log for each Equipment modification requiring Licensor consent that describes all actions taken and the date and time of each action. Upon request from Licensor, Licensee shall provide a copy of the activity log for the duration requested by Licensor in its entirety.

## **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:

Licensee's Network Operations Center:

## 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 Encroachment 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 Encroachment 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 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.

Licensee may be required to replace an existing County Streetlight in same location at its own expense with a County Custom Designed Streetlight to accommodate Licensee's Equipment. Licensor shall own any replacement streetlight, including any illuminating apparatus and extension arm, once the replacement streetlight is installed pursuant to Section 2 above.

**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** Any County Custom Designed Streetlight to accommodate Licensee's Equipment that is damaged or destroyed by third parties or a Casualty Event are the responsibility of Licensee to replace or pay for replacement. Licensee shall repair or replace any damaged or destroyed County Custom Designed Streetlight by third parties or a Casualty Event 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 in writing by Licensor or its representative of such damage or destruction. All repairs or replacement shall be performed such that the County Streetlight is restored to the condition in which it existed immediately prior to the damage or destruction and to the reasonable satisfaction of Licensor.

**15.2** Licensor shall be responsible for the repair/or replacement of any County Streetlights that are not County Custom Designed Streetlights damaged or destroyed by third parties or a Casualty Event. Licensor shall repair any County Streetlights that are not County Custom Designed 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 non-County Custom Designed 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.

**15.3** 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 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 Encroachment permit from Licensor before relocation of any Equipment from any County Streetlights or County Custom Designed 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 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 Licensor, its officers and employees.

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

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

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

**19. FORCE MAJEURE**

Licensor 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 Licensor:            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:

**31. TERMINATION FOR CAUSE**

**31.1** Licensor 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 Licensor to Licensee to perfect a cure. In that event, Licensor 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 Licensor 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) the CPUC, the FCC or other agency exercising jurisdiction over Licensee has, by final order or action that is no longer subject to appeal, terminated or otherwise revoked Licensee's approval, authorization, certification or license to operate Licensee's Equipment on certain County Streetlights; (c) 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 (d) 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 Licensor 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 Licensor. 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 Licensor. 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 Licensor engages in any street repair work that necessitates the removal of a County Streetlight, Licensor 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 \_\_\_\_\_ on \_\_\_\_\_, 2021, and the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2021.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
MARK PESTRELLA  
Director of Public Works

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

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

By:  
Its:

By \_\_\_\_\_  
[Name]  
[Title]

ATTEST:

APPROVED AS TO FORM:

By \_\_\_\_\_  
[Name] [Title]

By \_\_\_\_\_

**EXHIBIT A**  
LIST OF PROPOSED EQUIPMENT

SMALL-CELL OR WIRLESS TELECOMUNICAION FACILITY 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										
Existing										
New										
Existing										
New										
Existing										
New										
Existing										
New										
Existing										
New										
Existing										
New										
Notes:										

## EXHIBIT B

### LIST OF APPROVED AND INSTALLED EQUIPMENT

#### SMALL-CELL OR WIRELESS TELECOMMUNICATION FACILITY 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											
Existing											
New											
Existing											
New											
Existing											
New											
Existing											
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		<b>Notes:</b>									