

APPROVED

NOV 16 2017

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 17-244

DATE: November 15, 2017

C.D. _____

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GREEK THEATRE - LEASE AGREEMENT FOR INSTALLATION AND OPERATION OF A NEUTRAL HOST CELLULAR DISTRIBUTED ANTENNA SYSTEM; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 3(4) OF THE CITY CEQA GUIDELINES

A.P. Diaz	_____	V. Israel	_____
R. Barajas	_____	S. Piña-Cortez	_____
H. Fujita	_____	*N. Williams	<u>NDW</u>



General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve the proposed Lease Agreement (Agreement), herein included as Attachment 1, between the City of Los Angeles, Department of Recreation and Parks (RAP) and Los Angeles SMSA Limited Partnership dba Verizon Wireless, a California limited partnership, for the installation and operation of a neutral host Cellular Distributed Antenna System (DAS) at the Greek Theatre (Project), as described in the Summary of the Report;
2. Approve the Agreement between RAP and Verizon Wireless, for an initial term of ten (10) years with options to extend for three (3) additional five-year terms, at an initial first year rate of Two Thousand, Three Hundred Dollars (\$2,300.00) per month with annual rate adjustments of three percent (3%) for each year thereafter, including throughout any extension terms;
3. Direct the Board Secretary to transmit the proposed Agreement to the Mayor and City Council for approval, subject to approval of the City Attorney as to form;
4. Authorize RAP and the City Attorney to make any necessary technical changes to the Agreement consistent with the terms and conditions set forth in this Report;
5. Authorize the Board President and Secretary to execute the Agreement subsequent to all necessary approvals;
6. Find, in accordance with Charter Section 371(e)(10), that the use of competitive bidding for the Agreement would be undesirable, impractical or impossible or is otherwise is

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excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP to provide DAS services;

7. Find, in accordance with Charter Section 372, that obtaining competitive proposals or bids for DAS services is not reasonably practicable or compatible with RAP's interests due to the limited number of telecommunications carriers available to provide DAS services, the limited number of interested responses received by RAP in its informal outreach to some of these carriers, and the requirement that Verizon make available its DAS on the Property for sublease to other carriers;
8. Find that the Project is exempt from provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 3(4) of the City CEQA Guidelines; and,
9. Authorize RAP's General Manager or the Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

The historic Greek Theatre is owned by the City of Los Angeles and is located within Griffith Park. It is one of the Nation's most beloved and recognized outdoor entertainment venues. It has played host to some of the biggest music legends from Sir Elton John to Frank Sinatra, Bruce Springsteen to Carlos Santana, and many more. Since the 1950s, promoters and entertainment companies alike have partnered with the City to help sustain, support and bring improvements to the Greek Theatre's house and backstage areas to stay current and compete with other similar renowned amphitheatres. The Greek Theatre has undergone numerous renovations to restore, modernize, and expand this iconic venue to provide the patrons with continued musical entertainment, public and professional performances.

As part of these ongoing improvements, RAP would like to provide wireless services to the Greek Theatre and its patrons and visitors. RAP proposes to enter into a Lease Agreement (Agreement) with Verizon Wireless for the installation and operation of a neutral host Cellular Distributed Antenna System (DAS) on a portion (basement level) of the Greek Theatre property. Verizon Wireless will act as lead carrier for the DAS, and will design, construct, install, maintain, upgrade the DAS from time to time, operate the DAS, contract with other carriers for connection to and use of the DAS, and use of its proprietary telecommunications equipment connected to the DAS.

RAP evaluated and consulted with multiple vendors for this Project through an independent consultant. RAP performed rounds of price negotiations with multiple vendors to arrive at the mutually agreed lease payment with Verizon Wireless. RAP selected Verizon Wireless because Verizon Wireless will pay RAP the most over the term of the agreement. Due to competitive pressure, Verizon Wireless has agreed to pay a lease even though it does not usually make lease payments for DAS installations. The Greek Theatre DAS installation is estimated to cost

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Verizon Wireless an investment of Eight Hundred Thousand Dollars (\$800,000.00) with additional ongoing cost of support and maintenance after deployment.

Due to the limited number of telecommunications carriers that can provide DAS services as well as the limited response received from vendors during RAP's outreach to these vendors, RAP staff determined a formal competitive process was not practicable and would not benefit RAP. This determination was also made in light of the fact that Verizon will not have an exclusive right to operate a DAS at the Greek Theatre, insuring that the opportunity for other vendors to install and operate a DAS at the Greek Theatre would remain, and that Verizon would be required to sublease its DAS to other FCC licensed wireless carriers at reasonable market rates.

The proposed Agreement (Attachment 1) between the City and Verizon Wireless outlines each party's respective roles, responsibilities, and financial relationship with respect to the installation and operation of a neutral host DAS at the Greek Theatre. The term of the proposed Agreement commences upon an initial term of ten (10) years with option to extend for three (3) additional five-year terms at the rate of Two Thousand, Three Hundred Dollars (\$2,300.00) per month with annual rate adjustments of three percent (3%) for each year thereafter, including throughout any extension terms.

ENVIRONMENTAL IMPACT STATEMENT

RAP staff has determined that the proposed installation and operation of a neutral host DAS at the Greek Theatre involves negligible or no expansion of facility use. Therefore, RAP staff recommends that the Board find the Project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 3(4) of the City CEQA Guidelines.

FISCAL IMPACT STATEMENT:

There is no fiscal impact to the RAP's General Fund with the approval of this Report. Approving this lease agreement will have a positive revenue impact to the Greek Theatre.

This Report was prepared by Gino Ogtong, Management Analyst II, and reviewed by Alex Yee, Director of Systems, Information Technology Division.

LIST OF ATTACHMENT(S)

- 1) Proposed Lease Agreement

**LEASE AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
LOS ANGELES SMSA LIMITED PARTNERSHIP dba VERIZON WIRELESS
FOR THE INSTALLATION AND OPERATION OF A NEUTRAL HOST
CELLULAR DISTRIBUTED ANTENNA SYSTEM AT THE GREEK THEATER**

This LEASE AGREEMENT ("AGREEMENT") is entered into this ____ day of _____, 20____, by and between the City of Los Angeles, (hereinafter referred to as "CITY") a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "BOARD"), and Los Angeles SMSA Limited partnership dba Verizon Wireless, a California limited partnership, having a mailing address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as "LESSEE"). CITY and LESSEE shall be referred to hereinafter collectively as the "**Parties**".

WHEREAS, CITY operates that certain plot, parcel or tract of land, improved with a multi-purpose amphitheater structure commonly known as The Greek Theatre (the "**Structure**"), together with all rights and privileges arising in connection therewith, located at 2700 N. Vermont Avenue, Los Angeles, CA 90027 (collectively, the "**Property**").

WHEREAS, LESSEE and those of its sub-lessees, as applicable, desire to use a portion of the Property in connection with their Federally licensed communications business.

WHEREAS, CITY desires to grant to LESSEE the rights to use a portion of the Property, and to install and operate a neutral host Cellular Distributed Antenna System (the "**DAS**"), to provide wireless services to the Property, its customers, and visitors, and to future on-site users of the DAS in accordance with the terms of this Agreement.

WHEREAS, LESSEE desires to act as lead carrier for DAS, and, as such, to design DAS, construct and install DAS, maintain DAS and upgrade it from time to time to meet the standards prescribed in this Agreement, to operate DAS and to contract with other carriers for connection to and use of DAS, and to use and occupy a portion of the Property as the location for its proprietary telecommunications equipment to be connected to the DAS, all as provided in this Agreement.

WHEREAS, CITY desires to grant to LESSEE the authority to contract for the design, construction, maintenance and repair of the DAS.

NOW THEREFORE, the CITY and LESSEE hereby agrees as follows:

SECTION 1. PARTIES TO THE CONTRACT, REPRESENTATIVES AND NOTIFICATION

1.1 Parties

The parties to this AGREEMENT are:

CITY - The City of Los Angeles, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS on behalf of the Department of Recreation and Parks, has its principal office at 221 N. Figueroa Street, Suite 300, Los Angeles, CA 90012.

LESSEE – Los Angeles SMSA Limited Partnership, dba Verizon Wireless, a Delaware limited partnership having its principal office at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920.

1.2 Representatives

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

CITY's representative will be:

Michael A. Shull, General Manager
City of Los Angeles, Department of Recreation and Parks
221 N. Figueroa Street, Suite 350
Los Angeles, CA 90012

With copies to:

Noel Williams, Chief Financial Officer
City of Los Angeles, Department of Recreation and Parks
Finance Division
221 N. Figueroa Street, Suite 200
Los Angeles, CA 90012
E-mail: Noel.Williams@lacity.org

Telephone Number: (213) 202-4380
Fax Number: (213) 202-3215

And

Alex Yee, Director of Systems
City of Los Angeles, Department of Recreation and Parks
Systems, Finance Division
221 N. Figueroa Street, Suite 450
Los Angeles, CA 90012
Email: Alex.Yee@lacity.org

Telephone Number: (213) 202-3290
Fax Number: (213) 202-4310

LESSEE's representative will be:

Los Angeles SMSA Limited Partnership
dba Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Telephone Number: (866) 862-4404

SECTION 2. LEASE OF PREMISES

CITY leases to LESSEE: (A) a certain portion of the Property containing approximately two hundred seventy-two (272) square feet including the air space above such room/cabinet/ground space (the "**Equipment Space**") within the area depicted on attached **Exhibit 1**, which shall include space for the head-end equipment for the DAS, as well as space for LESSEE's proprietary telecommunications equipment to be connected to the DAS; and (B) areas located throughout the Property for the placement of antennas in such locations as CITY, or CITY and LESSEE shall mutually approve after good faith consultation, which locations are deemed sufficient for the operation of the antennas (the "**Antenna Space**"). CITY shall have the right to require LESSEE to relocate any part of the System at LESSEE's sole expense, upon at least three (3) months prior written notice to LESSEE and with LESSEE's approval (such approval not to be unreasonably withheld, delayed or conditioned), and LESSEE shall receive a proportionate abatement of Rent for any period of time greater than seven (7) days during which the DAS is not fully operational as a result of the relocation. Additionally, CITY irrevocably grants to LESSEE during the Term (as defined below) a non-exclusive license over, under, along and through the Property in locations reasonably determined necessary by LESSEE, from time to time, to install, maintain, repair, replace and remove conduits, wires, cables, cable trays and other necessary connections between the Equipment Space and/or the Antenna Space and the electric power, telephone and/or fuel sources on the Property (collectively the "**Connections** "). The Equipment Space, the Antenna Space, and the space occupied by the Connections are hereinafter collectively referred to as the "**Premises**". The project will be implemented in two (2) separate phases which are outlined in **Exhibit 4**.

SECTION 3. PERMITTED USES

(a) **Permitted Use of Premises.** LESSEE hereby is granted the use of the Premises for the installation, construction, maintenance, operation, repair, replacement and upgrade of the DAS and any and all other communications fixtures and related equipment, cables, accessories and improvements as may be needed by LESSEE (and its sub-lessees, as applicable) from time to time to fully provide for the continuous transmission and reception of DAS-related communications signals, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property, at no additional cost to CITY, as described in Sections 10 (b) and 10 (c) below (collectively, the "**Permitted Use**"). LESSEE will provide plans and drawings to CITY and CITY will respond to either approve or disapprove (with reasons for disapproval provided to LESSEE) such drawings within forty-five (45) business days after receipt from LESSEE, such approval to be not unreasonably withheld, delayed, or conditioned. CITY grants LESSEE (and its sublessees, as applicable) during construction, the non-exclusive right to use such portions of CITY's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be necessary during construction and installation of the

Communication Facility. LESSEE has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make improvements, alterations, upgrades or additions to the Premises appropriate for LESSEE's use ("**LESSEE Changes**"). LESSEE shall comply with all applicable governmental laws, engineering & building codes, rules, statutes and regulations relating to its installation, construction, maintenance, operation, repair, replacement and upgrade of the Communication Facility on the Property. LESSEE has the option to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this AGREEMENT, subject to CITY's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed. In the event LESSEE desires to modify, replace, or upgrade the Communication Facility, and LESSEE requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, CITY agrees, in good faith, to lease to LESSEE the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by a proportionate amount consistent with the rates charged under this AGREEMENT for Equipment Space. CITY agrees to take such actions and enter into and deliver to LESSEE such documents as LESSEE reasonably requests in order to effectuate and memorialize the lease of the Additional Premises to LESSEE.

(b) **The Project.** LESSEE shall, at its sole expense, design, construct and install DAS throughout the Property to provide voice and data cellular coverage at the Property (the "**Project**") in accordance with the technical standards outlined in Exhibit 2 (the "**Technical Standards**"), the drawings referenced in Exhibit 1 (the "**Preliminary Designs**"), as such designs may be modified or supplemented by the approved Project Plans (as defined hereinafter), and the terms of this AGREEMENT. DAS must provide coverage for substantially all of the Property, inclusive of administrative areas, support staff locations, arena floor, meeting rooms, hallways and general spaces.

(c) The parties acknowledge that the DAS will not provide a public safety communications system, WiFi services, VHF, UHF, or two-way radio communications, and CITY shall be permitted to use the Property for such purposes, subject to the provisions of this AGREEMENT. LESSEE hereby covenants to build and operate the DAS and shall take commercially reasonable measures to offer the DAS available for sublease to other Carriers, on reasonable terms and conditions approved by CITY (not to be unreasonably withheld, conditioned or delayed), and in accordance with the terms of this AGREEMENT.

SECTION 4. TERM

(a) **Initial Term.** The initial lease term will be ten (10) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the tenth (10th) anniversary of the Effective Date.

(b) **Extended Term.** LESSEE shall have the option, upon mutual agreement of the parties, to extend this AGREEMENT for three (3) additional five (5) year terms (each an "**Extension Term**," together with the Initial Term, the "**Term**"), upon the same terms and conditions. To exercise an option to extend the Term, LESSEE must deliver prior written notice to CITY of its desire to extend this AGREEMENT for each Extension Term not less than one hundred eighty (180) days prior to the termination of the then existing Term. CITY shall be deemed to have agreed to such Extension Term, unless CITY delivers written notice to LESSEE of its desire to have this AGREEMENT expire at the end of the then existing Term, not more than ninety (90) days after receipt of LESSEE's notice of desire to extend the AGREEMENT.

(c) **Automatic Renewal.** If LESSEE does not elect to extend this AGREEMENT in accordance with Paragraph 4(b), and neither party timely provides the other with a Non-Renewal Notice (as defined

below), then upon expiration of the then existing Term, this AGREEMENT shall automatically continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (each an "Annual Term") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such annual terms shall be subject to the escalation percentage set forth in this AGREEMENT.

(d) **Non-Renewal Notice.** If either party desires that the Term of this AGREEMENT expires at the end of the then-existing Term, such party shall provide the other party with written notice (a "Non-Renewal Notice"), at least sixty (60) days prior to the end of the then existing Term, of its desire that the Term expire at the end of the then existing Term, and shall not be subject to renewal pursuant to Paragraph 4(b) or 4(c) of this AGREEMENT. If neither party provides the other with a timely Non-Renewal Notice, this AGREEMENT shall automatically renew in accordance with Paragraph 4(c) above.

(e) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term ("Term").

SECTION 5. RENT AND PROJECT FEE

(a) **Rent.** Commencing on the fifth (5th) day in the month following the date that LESSEE commences operation of the DAS (the "**Rent Commencement Date**"), LESSEE will pay CITY a monthly rental payment of Two Thousand, Three Hundred Dollars (\$2,300.00) (the "**Rent**"), to the address set forth in Section 21. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by LESSEE to CITY before or on the Rent Commencement Date. Rent shall be payable on or before the fifth (5th) day of each calendar month, in advance, after the Rent Commencement Date and throughout the Term. CITY reserves the right to charge a late payment fee of two hundred and fifty dollars (\$250.00) for each occurrence of late payment.

(b) **Adjustments.** In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised or any Annual Terms, the monthly Rent will increase by three percent (3%) over the Rent paid during the previous year.

(c) **Utilities.** In the event, LESSEE utilizes power to operate DAS from CITY's switchgear or related electric infrastructure, LESSEE will be responsible for design and installation of any additional electrical power infrastructure and an electric sub-meter. The sub-meter will be read monthly and LESSEE the amount billed to CITY will be invoiced to LESSEE on a quarterly basis for the actual cost of the energy utilized by DAS. LESSEE agrees to reimburse CITY on a Net 30 basis.

SECTION 6. INSPECTION AND AUDIT

CITY and CITY's representatives, shall have the right to inspect the DAS from time to time and LESSEE shall cooperate with CITY and provide such representatives reasonable access to the DAS for inspection. CITY and CITY's representatives shall have the right to review copies of all documentation prepared with respect to DAS, all contractor and subcontractor invoices and books and records related to the Project and DAS, upon reasonable advance notice to the LESSEE.

SECTION 7. PRE- CONSTRUCTION

(a) **Design.** LESSEE shall, at its sole expense, complete the design of DAS and prepare detailed drawings, plans and specifications meeting the Technical Standards (in consultation with CITY) and

consistent with the Preliminary Designs, as such designs may be modified or supplemented by the approved Project Plans.

(b) **Project Planning.** LESSEE shall continue to diligently prosecute, at its sole expense, all activities necessary to the design of DAS and the plan for prosecution of the Project, including the following:

- (1) Prepare detailed drawings, plans and specifications for DAS and other documentation, including a map layout of the network design (the "**Project Plans**").
- (2) Submit Project Plans to CITY for its approval, such approval not to be unreasonably withheld, conditioned or delayed. CITY shall respond and either approve or give a notice of its disapproval and the specific reasons (and actions needed to obtain approval), promptly but in no event later than the twenty-one (21) business day following receipt, the parties recognizing that time is of the essence. LESSEE is permitted to submit parts of the Project Plans for significant portions of the construction for CITY's review in accordance with this Section 7(b)(2).

SECTION 8. CONSTRUCTION

LESSEE, at its sole expense, shall construct and install DAS in accordance with the Project Plans and the following: (i) construction on any part of DAS may begin only after CITY has approved the Project Plans for that portion of DAS, as contemplated in Section 7(b); (ii) construction of DAS must be substantially completed and successfully tested on or before one hundred and fifty (150) days following CITY's approval of the Project Plans (the "**Construction Deadline**"); (iii) delays attributable to material or labor shortages, transportation delays and similar potential sources of delay shall not be an event of Force Majeure that will justify an extension of the Construction Deadline unless caused directly by hurricanes, floods or other natural disasters; (iv) LESSEE must deliver as-built drawings of DAS in AutoCAD format identifying placement of all antennas, remotes, intermediate and head-end equipment, including carrier base stations, within sixty (60) days of the date on which DAS first processes commercial traffic (all engineering drawings must be stamped by an engineer that holds a valid registration in the State of California for the applicable discipline related to the drawings), as well as within sixty (60) days subsequent to the completion of each construction phase of the DAS, including any addition to, or relocation of, the DAS where "as built" require revision; (v) construction of DAS must be performed under the direction and control of a person holding an appropriate California contractor's license, if required by the State of California; (vi) DAS will be constructed with only new materials (hardware, antennas, cable and equipment), and (viii) LESSEE shall promptly bond out any liens filed against the Property with respect to the Project or DAS. LESSEE will obtain the best, commercially reasonable warranties and/or performance guarantees against defects in design, materials and workmanship from all contractors and suppliers for the benefit of LESSEE and CITY. LESSEE's construction of DAS shall not disrupt or materially interfere with CITY's use of the Property. LESSEE and its contractors shall not store construction equipment, supplies or materials at the Property except for equipment, materials and supplies necessary in connection with the portion of DAS construction being performed at the time of storage. Except for damage (but not theft or loss) caused by CITY's negligence or willful misconduct, CITY shall have no liability with respect to any damage to LESSEE's construction equipment, materials or supplies and LESSEE shall bear all risk of loss and have care, custody and control of such equipment, materials and supplies. The time period between the date of this AGREEMENT and substantial completion of DAS is referred to as the "**Construction Period**".

SECTION 9. PROPERTY ACCESS

(a) **In General.** Throughout the Construction Period, CITY will afford LESSEE and its sublessees, as applicable, full and free access to the Property, Monday – Friday 9:00 a.m. – 6:00 p.m. for purposes of performing work necessary to completing the Project Plans and for the construction of the Project, other than during Blackout Dates, restricted access dates or other periods of time where tenants of the Property have specific event restrictions. Access to the Property on Restricted Access Dates and Blackout Dates will be permitted as provided in subsections (b) and (c) below. LESSEE's employees, agents and contractors (including contractor's employees) shall not be permitted any access to the Property without required credentials supplied by CITY, which shall be promptly provided.

(b) **Blackout Dates.** Dates when the Property is unavailable for work during the Construction Period are referred to as "**Blackout Dates.**" Known Blackout Dates are listed on **Exhibit 3.** LESSEE may not access the Property on the Blackout Dates without advance written approval of CITY. CITY shall provide LESSEE with limited access to the Property on a Blackout Date if CITY determines, in its reasonable discretion that such access will not interfere with the event or activity at the Property and CITY is not otherwise prohibited from permitting such access. Specifically, CITY shall permit access to the Property on a Blackout Date (unless otherwise prohibited from doing so) if one of the following conditions are met: (i) the areas or locations being accessed are not a part of the Property being used for the event giving rise to the Blackout Date and there is not expected to be any visibility of the work to the participants or attendees of such event; or (ii) access occurs prior to an event and the participants and attendees will not be impacted by the work then being performed, provided work must stop prior to the start of the event and the work area must be cleaned and secured to the satisfaction of CITY; or (iii) access occurs after an event has ended and the participants and attendees have left the premises, provided work must not begin until after the end of the event.

(c) **Restricted Access.** CITY may restrict access to the Property on any additional date during the Construction Period (a "**Restricted Access Date**") by sending written notice to LESSEE; provided, however, on each Restricted Access Date CITY shall be required to permit LESSEE to access a portion of the Property during times of day which will not interfere with the event or activity at the Property, determined in CITY's sole, but reasonable discretion. CITY may notify LESSEE of up to ten Restricted Access Dates without affecting the Construction Deadline. If the number of Restricted Access Dates exceeds ten, LESSEE shall have the right to extend the Construction Deadline for an amount of time equal to the number of Restricted Access Dates in excess of ten dates.

(d) **Post Construction Access.** At all times throughout the Term of this AGREEMENT after the Construction Period, CITY will afford LESSEE, and its sublessees, as applicable, full and free access to the Property, Monday – Friday 9:00 a.m. – 6:00 p.m. for purposes of performing work necessary to operate and maintain the DAS, except as set forth in this Section. CITY may restrict access to the Property on any date during the Term on an as needed basis at its sole discretion. CITY may permit access to LESSEE or its subcontractors in accordance with the following: (i) to the extent that it will not interfere with an event or activity at the Property, determined in CITY's sole, but reasonable discretion, and (ii) to reach the Equipment Space in the event of an emergency. LESSEE's employees, agents and contractors (including contractor's employees) shall not be permitted any access to the Property without required credentials supplied by CITY, which shall be promptly provided.

SECTION 10. APPROVALS

(a) CITY agrees that LESSEE's ability to use the Premises is contingent upon the suitability of the Premises and Property for LESSEE's Permitted Use and LESSEE's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by LESSEE for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). LESSEE shall be responsible for obtaining and maintaining all Governmental Approvals. CITY authorizes LESSEE to prepare, execute and file all required applications to obtain Government Approvals for LESSEE's Permitted Use under this AGREEMENT and agrees to reasonably assist LESSEE with such applications and with obtaining and maintaining the Government Approvals. In addition, LESSEE shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) LESSEE has the right at its sole cost and expense to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) LESSEE may also perform and obtain, at LESSEE's sole cost and expense, tests or reports on, over, and under the Property, necessary to determine if LESSEE's use of the Premises is compatible with LESSEE's engineering specifications, system, design, operations or Government Approvals. LESSEE shall provide CITY copies of all test results and reports within thirty (60) days of receiving said results and reports.

SECTION 11. TERMINATION

This AGREEMENT may be terminated, without penalty or further liability, as follows:

(a) By either party on thirty (30) days' prior written notice, if the other party remains in default under Section 19 of this AGREEMENT after the applicable cure periods;

(b) By LESSEE upon sixty (60) days' prior written notice to CITY, if, after diligently pursuing any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as intended pursuant to this AGREEMENT, LESSEE is unable to obtain, or maintain, any such required approval(s) or the issuance of such license or permit by any agency, board, court or other governmental authority; or if LESSEE determines, in its reasonable discretion, that the cost of obtaining or retaining the same is commercially unreasonable. LESSEE agrees to keep CITY reasonably apprised of its efforts to obtain required approvals, licenses and permits, including without limitation, by providing CITY with written notice, as soon as reasonably practicable, of any anticipated or actual circumstances which may delay or prevent LESSEE from obtaining necessary approvals, licenses or permits.

(c) By CITY, in the event LESSEE hasn't constructed the DAS and DAS isn't providing commercially available service to CITY and the patrons of the Property within one hundred and eighty (180) business days from the date this AGREEMENT is fully executed.

(d) By LESSEE, as set forth in Section 16 below.

The CITY has the right to cancel the AGREEMENT for cause at any time subject however to earlier termination by CITY as provided in Section PSC-9 of Appendix A – Standard Provisions for City Contracts (Rev. 10/17). The parties agree and acknowledge that only Section PSC-9 of the attached

Standard Provisions for City Contracts (Rev. 10/17) is being incorporated by this reference. Except for Section PSC-9, no other provision of Appendix A is intended to have any force or effect in this AGREEMENT unless specifically referenced herein

SECTION 12. INSURANCE

LESSEE shall obtain and keep in force a commercial general liability insurance policy with a limit of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and property damage and Two Million Dollars (\$2,000,000.00) general aggregate which covers LESSEE's use and occupancy of the premises and the operations conducted thereon pursuant to this AGREEMENT. Such insurance policy must also include the CITY as an additional insured as their interest may appear under this AGREEMENT and comply with the Office of the City Administrative Officer's Insurance Requirements, see Form Gen. 146 (Rev. 6/12) Required Insurance and Minimum Limits and Form Gen. 133 (Rev. 05/12) Instructions and Information on Complying with City Insurance Requirements. The CITY, based upon advice of the City's Risk Managers, may increase or decrease the amounts on insurance coverage required herein by giving thirty (30) days' written notice to LESSEE.

The preferred form of evidence of insurance is an insurance industry ACORD Certificate submitted electronically via Track4LA™ at <http://track4la.lacity.org>, the City's online insurance compliance system. For additional information on City of Los Angeles evidence of insurance submission requirements, please refer to the Instructions and Information on Complying with City Insurance Requirements.

Without limiting LESSEE's indemnification of CITY, LESSEE shall provide and maintain, at its own expense during the entire term of the AGREEMENT, insurance having the limits customarily carried and actually arranged by LESSEE but not less than the amounts and types listed in the AGREEMENT covering its operations hereunder subject to the following conditions:

- (a) **Additional Insured:** CITY, its Boards, Officers, Agents and Employees shall be included as additional insureds as their interest may appear under this AGREEMENT in all liability insurance policies except Worker's Compensation/Employer's Liability, Professional Errors and Omissions and second-party Legal Liability coverages (such as Fire Legal). CITY shall be named Loss Payee as Its Interest May Appear in all required property, fidelity and surety coverages.
- (b) **Insurance Requirements:** All insurance required hereunder shall conform to CITY requirements established by Charter, ordinance or policy and shall be filed with the Office of the City Attorney for its review in accordance with Los Angeles City Administrative Code Sections 11.47 through 11.56.
- (c) **Primary Insurance:** Such insurance shall be primary with respect to any insurance maintained by CITY and shall not call on CITY's insurance program for contributions.
- (d) **Admitted Carrier/Licensed California Broker:** Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in California.
- (e) **30-Day Notice:** Upon receipt of notice from its insurer(s) LESSEE shall provide the CITY with thirty (30) days prior written notice of cancellation to the Office of the Administrative Officer.
- (f) **Prior Approval:** Evidence of Insurance shall be submitted to and reasonably approved by the Office of the City Administrative Officer prior to commencement of any work or tenancy under this Contract.

(g) Severability of Interest: Except with respect to the insurance company's limits of liability, each liability insurance policy shall apply separately to each insured against whom claim or suit is brought. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

(h) Acceptable Evidence: LESSEE shall submit a certificate of insurance as acceptable evidence and approval of Insurance in accordance with Form Gen. 133 (Rev. 05/12) "Instructions and Information on Complying with City Insurance Requirements".

(i) Renewal: Once the insurance has been approved by CITY, evidence of renewal of an expiring policy may be submitted in accordance with Form Gen. 133 (Rev. 05/12) "Instructions and Information on Complying with City Insurance Requirements."

(j) Aggregate Limits/Blanket Coverage: If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancy of LESSEE outside this AGREEMENT, LESSEE shall give CITY prompt, written notice of any incident occurrence, claim, settlement or judgment against such insurance which in LESSEE's best judgment will diminish the protection such insurance affords CITY. CITY may, at its option, specify a minimum acceptable aggregate for each line of coverage required.

CITY reserves the right at any time during the term of this AGREEMENT to change the amounts and types of insurance required hereunder by giving LESSEE ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to LESSEE, CITY agrees to negotiate additional compensation proportional to the increased benefit to CITY.

The required coverages and limits are subject to availability on the open market at reasonable cost. LESSEE's failure to procure or maintain required insurance or a self-insurance program shall constitute a material breach of contract under which CITY may immediately terminate or suspend this Contract.

LESSEE shall maintain required insurance coverage and minimum limits in full force during the term of this Agreement and shall ensure that any of LESSEE's employees, consultants, agents and subcontractors of any tier comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract.

A waiver of subrogation under workers compensation in favor of CITY is required.

SECTION 13. INTERFERENCE

(a) Where there are existing radio frequency user(s) on the Property, CITY will provide LESSEE, upon execution of this AGREEMENT, with a list of all existing radio frequency user(s) on the Property to allow LESSEE to evaluate the potential for interference. LESSEE warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by CITY, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations, manufacturer's specifications, and standards.

(b) CITY will not grant, after the date of this AGREEMENT, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of LESSEE or the rights of LESSEE under this AGREEMENT.

(c) CITY will not use, nor will CITY permit its employees, lessees, licensees, invitees, agents or independent contractors to use, any portion of the Property in any way which interferes with the

Communication Facility, the operations of LESSEE or the rights of LESSEE under this AGREEMENT. CITY will cause such interference to cease within seventy-two (72) hours after receipt of notice of interference from LESSEE. In the event any such interference does not cease within the aforementioned cure period, CITY will be in breach of this AGREEMENT, and LESSEE will have the right, in addition to any other rights that it may have at law or in equity, CITY, to elect to enjoin such interference or to terminate this AGREEMENT upon notice to CITY.

(d) For the purposes of this provision, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic, physical or obstruction interference with, or degradation of, the communications signals to and/or from the Communication Facility.

SECTION 14. INDEMNIFICATION

Except for the gross negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, LESSEE shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including LESSEE'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by LESSEE, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Agreement.

LESSEE shall pay all fines, penalties, and other similar charges which may be imposed upon it or CITY because of the failure of LESSEE or its respective officers, agents, employees, contractors, or subcontractors in the course of the installation to adhere to applicable federal, state or local laws, ordinances, rules, regulations, or building and safety codes.

LESSEE shall further hold harmless and indemnify CITY from and against any and all suits, claims, actions or liabilities whatsoever, including reasonable attorney's fees and expenses, incurred in connection therewith or with successfully establishing the right of indemnification hereunder which arises out of breach or default by LESSEE in performance of any obligation to be performed by LESSEE under this Agreement.

SECTION 15. WARRANTIES

(a) LESSEE and CITY each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this AGREEMENT and bind itself hereto through the party set forth as signatory for the party below.

(b) CITY represents, warrants and agrees that: (i) CITY solely owns the Property as a legal lot in fee simple, and CITY solely owns the Structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect LESSEE's Permitted Use and enjoyment of the Premises under this AGREEMENT; (iii) as long as LESSEE is not in default then CITY grants to LESSEE sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) CITY's execution and performance of this AGREEMENT will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on CITY; (v) CITY has obtained all consents and

approvals necessary to enter into this AGREEMENT and to grant LESSEE the rights hereunder; and (vi) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, CITY will provide promptly to LESSEE a mutually agreeable subordination, non-disturbance and attornment agreement.

(c) LESSEE represents, warrants and agrees that DAS will be constructed in a good and workmanlike manner and will comply with all Technical Standards.

SECTION 16. ENVIRONMENTAL

(a) **Environmental Compliance.** Based only on CITY's actual knowledge, CITY represents and warrants, except as may be identified in Exhibit 5 attached to this AGREEMENT, (i) the Property, as of the date of this AGREEMENT, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property is not, as of the date of this AGREEMENT, subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. CITY and LESSEE agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) **Environmental Indemnities.**

(I) As to each Property, LESSEE shall not use or store any Hazardous Materials (defined below) of any kind on the Property except in accordance with applicable law. In the event the property becomes contaminated by Hazardous Materials or contaminated waste materials brought, used, manufactured, or stored on the Site in violation of applicable law by LESSEE or any of its agents, employees or independent contractors, LESSEE shall be responsible for, and pay all costs for the removal and disposal of all such materials as required by law and, further, CITY may terminate the applicable Property / Site Lease Agreement and this Agreement as pertains thereto without penalty.

(II) LESSEE will be responsible for and will defend, indemnify, and hold CITY harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the Site associated with LESSEE's use of Hazardous Materials. CITY will be responsible for and will defend, indemnify and hold LESSEE harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the Site associated with CITY's use of Hazardous Materials.

(III) "Hazardous Materials" means asbestos or any hazardous substance, waste or materials as defined in any federal, state or local environmental or safety law or regulation including, but not limited to CERCLA. The obligations of this Section shall survive the expiration or other termination of the applicable Property and this Agreement.

(c) **LESSEE's Right to Terminate.** In the event LESSEE becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in LESSEE's reasonable determination, renders the condition of the Premises or Property unsuitable for LESSEE's use, or if LESSEE reasonably determines that the leasing or continued leasing of the Premises would expose LESSEE to undue risks of liability to a government agency or third party, LESSEE will have the right, in addition to any other rights it may have at law or in equity, to terminate this AGREEMENT upon written notice to CITY. Notwithstanding the foregoing, LESSEE shall have no right

to terminate this AGREEMENT pursuant to this Section 16(d), and any notice provided by LESSEE shall be null and void, if, within sixty (60) days of such written notice, CITY cures the condition on the Premises or Property such that the condition of the Premises and Property are suitable for LESSEE's use and do not expose LESSEE to undue risks of liability to a government agency or third party.

SECTION 17. REMOVAL/RESTORATION

All portions of the Communication Facility brought onto the Property by LESSEE will be and remain LESSEE's personal property, regardless of whether any portion is deemed real or personal property under applicable law, and, at LESSEE's option, may be removed by LESSEE without CITY's consent at any time during the Term if such removal doesn't impact coverage, capacity or performance of the DAS. CITY covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by LESSEE will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of CITY that all improvements of every kind and nature constructed, erected or placed by LESSEE on the Premises will be and remain the property of LESSEE and may be removed by LESSEE at any time during the Term if such removal doesn't impact coverage, capacity or performance of the DAS. Within sixty (60) days after the termination of this AGREEMENT, LESSEE will remove all of LESSEE's above-ground improvements and LESSEE will restore the remainder of the Premises to its condition at the commencement of this AGREEMENT, reasonable wear and tear and loss by casualty or other causes beyond LESSEE's control excepted. If LESSEE fails to restore the Property after removal of the Communication Facility as required under this Section 17, CITY shall have the right to restore such Property and receive reimbursement from LESSEE for the costs of restoration. LESSEE's obligations and CITY's rights under this Section 17 shall survive the termination of this AGREEMENT.

SECTION 18. MAINTENANCE/UTILITIES

(a) LESSEE will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted, throughout the Term of this AGREEMENT. CITY will maintain and repair the Property and access thereto and all areas of the Premises where LESSEE does not have exclusive control, in good and leasable condition, subject to reasonable wear and tear and damage from the elements.

(b) CITY will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide such other service to LESSEE as LESSEE may require in furtherance of the Permitted Use. LESSEE shall be responsible for ordering separate utility services which LESSEE may require from time to time for the use and operation of its Communication Facility, and maintaining such services during the Term at LESSEE's sole expense. In the event ordering separate utility service is not feasible, LESSEE will be responsible for providing and installing sub-metering equipment at all locations where power is provided by CITY. By specific agreement between CITY and LESSEE, LESSEE shall be responsible for the cost of bringing the T-1 and/or such other telephone service from the main (or minimum) point of entry ("MPOE") on the Property to the Equipment Space or such other location comprising a portion of the Premises as LESSEE shall have the right to designate for the installation and operation of LESSEE's Communication Facility.

19. DEFAULT AND RIGHT TO CURE

(a) **LESSEE's Default.** The following will be deemed a default by LESSEE and a breach of this AGREEMENT: (i) non-payment of Rent if such Rent remains unpaid for more than fifteen (15) days after receipt of written notice from CITY of such failure to pay; or (ii) LESSEE's failure to perform any other term or condition under this AGREEMENT within thirty (30) days after receipt of written notice from CITY

specifying the failure. No such failure, however, will be deemed to exist if LESSEE has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of LESSEE. If LESSEE remains in default beyond any applicable cure period, CITY will have the right to exercise any and all rights and remedies available to it under law and/or equity.

(b) **CITY's Default.** The following will be deemed a default by CITY and a breach of this AGREEMENT: (i) failure to commence actions to cure an interference problem within five (5) business days after receipt of written notice of such default; no such failure, however, will be deemed to exist if CITY has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of CITY; or (ii) CITY's failure to perform any term, condition or breach of any warranty or covenant under this AGREEMENT within thirty (30) days after receipt of written notice from LESSEE specifying the failure. No such failure, however, will be deemed to exist if CITY has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of CITY. If CITY remains in default beyond any applicable cure period, LESSEE will have: (x) the right to cure CITY's default and to deduct the reasonable costs of such cure from any Rent monies due to CITY from LESSEE, and (y) any and all other rights available to it under law and/or equity.

(c) **Force Majeure.** Failure in performance by any party hereunder shall not be deemed an Event of Default and the non-occurrence of any condition hereunder shall not give rise to any right otherwise provided herein when such failure or non-occurrence is due to Force Majeure. An extension of time for performance for any such cause shall be limited to the period of delay due to such cause, which period shall be deemed to commence from the time of the commencement of the cause, provided that, if notice by the party claiming such extension is sent to the other party more than ten (10) days after the commencement of the cause, the period shall be deemed to commence ten (10) days prior to the giving of such notice. For purposes of this AGREEMENT, "Force Majeure" means a casualty, adverse weather conditions that cannot reasonably be anticipated, acts of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, threats of sabotage or terrorism, restraint by court order, and similar occurrences beyond the reasonable control of a party that make compliance with any of the party's material obligations under this AGREEMENT in a timely manner impracticable or impossible and which, in all cases, are not foreseeable or a result of the negligence or willful misconduct of, or in the control of, the party. Notwithstanding the forgoing, delays attributable to material or labor shortages, transportation delays and similar potential sources of delay shall not be an event of Force Majeure that will justify an extension of the Construction Deadline unless caused directly by hurricanes, floods or other natural disasters.

SECTION 20. ASSIGNMENT/SUBLEASE

LESSEE will have the right to assign this AGREEMENT only with CITY's consent which will not be unreasonably withheld, conditioned or delayed. LESSEE may assign or otherwise transfer its interest in this AGREEMENT without CITY's consent, but with prior notice to, to (i) any Affiliate of LESSEE, (ii) any partnership, corporation or other business entity into which LESSEE shall be merged, converted or consolidated in accordance with applicable statutory provisions governing merger, conversion or consolidation of the applicable business entity, (iii) a partnership, corporation or other business entity which is a direct successor to LESSEE owning all or substantially all of LESSEE's business and assets in the market defined by the FCC in which the Property is located, or (iv) any person or entity that, after first receiving the necessary FCC licenses, acquires LESSEE's communications business or assets in the market defined by the FCC in which the Property is located and assumes all obligations of LESSEE

under this AGREEMENT. LESSEE shall make commercially reasonable efforts to sublease the DAS, to other FCC licensed wireless providers (“Carriers”) at a reasonable market rate, on terms consistent with the following: (i) the Carrier will contract with CITY for lease or use rights for space within the Property for such Carrier’s proprietary equipment (a “Site Lease”); (ii) the Carrier will contract with LESSEE for the right to connect such Carrier’s proprietary equipment to the DAS (the “In-Building Agreement”), under which each Carrier will be obligated to contribute its share of all costs of the DAS incurred to date to reimburse LESSEE and any other Carriers then on the DAS and to fund its share of ongoing costs of operating and maintaining the DAS (plus a cumulative overhead allowance of ten percent (10%) of all such DAS costs. Said ten percent (10%) overhead cost shall be shared in the event that there are multiple sublessee Carriers). LESSEE shall not execute an In-Building Agreement with any Carrier which has not executed a Site Lease with CITY. Each Carrier will be solely responsible for the cost of constructing, installing, maintaining and operating its own proprietary equipment at the Property.

SECTION 21. NOTICES.

Formal notices, demands and communications to be given hereunder by either party will be made in writing and may be effected by certified mail, return receipt requested, and will be deemed communicated as of the date of receipt.

If the person designated to receive the notices, demands or communications or if the address of such person is changed, written notice of such change shall be given, in accordance with this Section, within five (5) working days of the change.

If to CITY: Noel Williams, Chief Financial Officer
City of Los Angeles, Department of Recreation and Parks
Finance Division
221 N. Figueroa Street, Suite 200
Los Angeles, CA 90012
E-mail: Noel.Williams@lacity.org
Telephone Number: (213) 202-4380
Fax Number: (213) 202-3215

And

Alex Yee, Director of Systems
City of Los Angeles, Department of Recreation and Parks
Finance Division
221 N. Figueroa Street, Suite 450
Los Angeles, CA 90012
Email: Alex.Yee@lacity.org
Telephone Number: (213) 202-3290
Fax Number: (213) 202-4310

If to LESSEE: Los Angeles SMSA Limited Partnership
dba Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

SECTION 22. CONDEMNATION

In the event CITY receives notification of any condemnation proceedings affecting the Property, CITY will provide notice of the proceeding to LESSEE within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in LESSEE's sole determination, to render the Premises unsuitable for LESSEE, this AGREEMENT will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds. LESSEE will be entitled to reimbursement for any prepaid Rent on a pro rata basis.

SECTION 23. CASUALTY

Except for CITY's active negligence, LESSEE will provide notice to CITY of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, CITY may terminate this AGREEMENT by providing written notice to LESSEE, which termination will be effective as of the date of such casualty or other harm. LESSEE will be entitled to reimbursement of any prepaid Rent on a pro rata basis. Subject to written approval by the CITY, if the CITY or LESSEE undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, CITY agrees to permit LESSEE to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed.

SECTION 24. WAIVER OF CITY'S LIENS

CITY waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof.

SECTION 25. TAXES

CITY shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of CITY. LESSEE shall be responsible for all taxes levied upon LESSEE's leasehold improvements on the Premises. CITY shall provide LESSEE with copies of all assessment notices on or including the Premises immediately upon receipt, along with sufficient written documentation detailing any assessment increases attributable to the leasehold improvements, but in no event later than thirty (30) days after receipt by CITY. If CITY fails to provide such notice within such time frame, CITY shall be responsible for all increases in taxes for the year covered by the assessment, and all subsequent years to the extent (a) CITY continues to fail in providing notice, and/or (b) LESSEE is precluded from challenging such assessment with the appropriate government authorities.

SECTION 26. MISCELLANEOUS

(a) **Amendment/Waiver.** This AGREEMENT cannot be amended, modified or revised unless done in writing and signed by CITY and LESSEE. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this AGREEMENT or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Limitation of Liability.** In no event will LESSEE be liable to the CITY for any consequential, incidental or special damages (including, without limitation, lost profits and opportunity costs). Except for LESSEE's indemnity obligations under this Agreement and PSC-18 and PSC-19 in Standard Provisions

of City Contracts (Rev. 10/17) to indemnify the CITY for third party injury, personal liability, third party damage or third party intellectual property infringement pursuant to this Agreement, the aggregate liability of the Contractor for Professional Liability (errors and omissions) claims in any way arising out of or relating to the services performed under this Agreement shall be limited to and not exceed One Million Dollars (\$1,000,000).

The above limitations shall not limit LESSEE's liability for personal injury or death or for damage to real property or tangible personal property caused by the negligence or willful misconduct of LESSEE or its employees; liability for infringement of other party's intellectual property rights, or liability for payment of interest added by a court of law or an arbitration panel to a judgment entered in any action or proceeding under this Agreement,

The above limitations will not limit CITY's payment obligations under this Agreement.

The foregoing disclaimers and limitations will apply to the maximum extent permitted by law.

(c) **Bind and Benefit.** The terms and conditions contained in this AGREEMENT will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This AGREEMENT and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This AGREEMENT will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the AGREEMENT or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this AGREEMENT and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; and (viii) the singular use of words includes the plural where appropriate.

(g) **Affiliates.** All references to "LESSEE" shall be deemed to include any Affiliate of LESSEE using the Premises for any Permitted Use or otherwise exercising the rights of LESSEE pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(h) **Survival.** Any provisions of this AGREEMENT relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this AGREEMENT that by their sense and context are intended to survive the termination or expiration of this AGREEMENT shall so survive.

(i) **W-9.** CITY agrees to provide LESSEE with a completed IRS Form W-9, or its equivalent, upon execution of this AGREEMENT and at such other times as may be reasonably requested by LESSEE.

(j) **Advertising / Promotion.** LESSEE shall have no rights via this AGREEMENT for promotional or advertising, or branding purposes. The DAS shall not be labeled or identified in any fashion with names, logos or related trademarks that identify any Carriers operating on the system.

(k) **No Electronic Signatures/No Option.** The submission of this AGREEMENT to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This AGREEMENT will become effective as a binding AGREEMENT only upon the handwritten legal execution, acknowledgment and delivery hereof by CITY and LESSEE.

(l) **Severability.** If any provision of this AGREEMENT is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this AGREEMENT are not affected or impaired in any way if the overall purpose of the AGREEMENT is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this AGREEMENT impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the parties are, despite the good faith efforts of each, unable to amend this AGREEMENT to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this AGREEMENT upon sixty (60) days' prior written notice to the other party.

(m) **Counterparts.** This AGREEMENT may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(n) **Independent Contractor; No Partnership.** LESSEE shall be an independent contractor with respect to the performance of this Agreement, and neither LESSEE nor anyone employed by LESSEE shall be deemed for any purpose to be the employee, agent, servant, borrowed servant, or representative of CITY. No provisions herein shall be construed as creating a partnership, joint venture or other association whereby the CITY and LESSEE would be jointly liable as partners or co-venturers.

SECTION 27. ENTIRE AGREEMENT

Except as specified herein, this AGREEMENT shall supersede any prior oral or written understanding or communications between Parties and constitutes the entire agreement of the Parties with respect to the subject matter hereof. This AGREEMENT may not be amended or modified, except in writing and signed by both Parties hereto.

SECTION 28. INCORPORATION OF DOCUMENTS

The following documents are incorporated and made a part hereof by reference.

Exhibit 1 – Equipment Space

Exhibit 2 – Technical Standards

Exhibit 3 – Blackout Dates

Exhibit 4 – Phased Implementation Plan

Exhibit 5 - Environmental Compliance Exceptions

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this LEASE AGREEMENT as of the day and year first above written.

Executed this _____ day
of _____, 20__

THE CITY OF LOS ANGELES, a municipal
corporation, acting by and through its BOARD
OF RECREATION AND PARK
COMMISSIONERS

By _____
PRESIDENT

By _____
SECRETARY

Executed this _____ day
of _____, 20__

Los Angeles SMSA Limited Partnership dba
Verizon Wireless
By: AirTouch Cellular, its general partner

By _____
PRESIDENT

By _____
SECRETARY

Approved as to Form:

Date: _____

MICHAEL N. FEUER,
City Attorney

By _____
DEPUTY CITY ATTORNEY

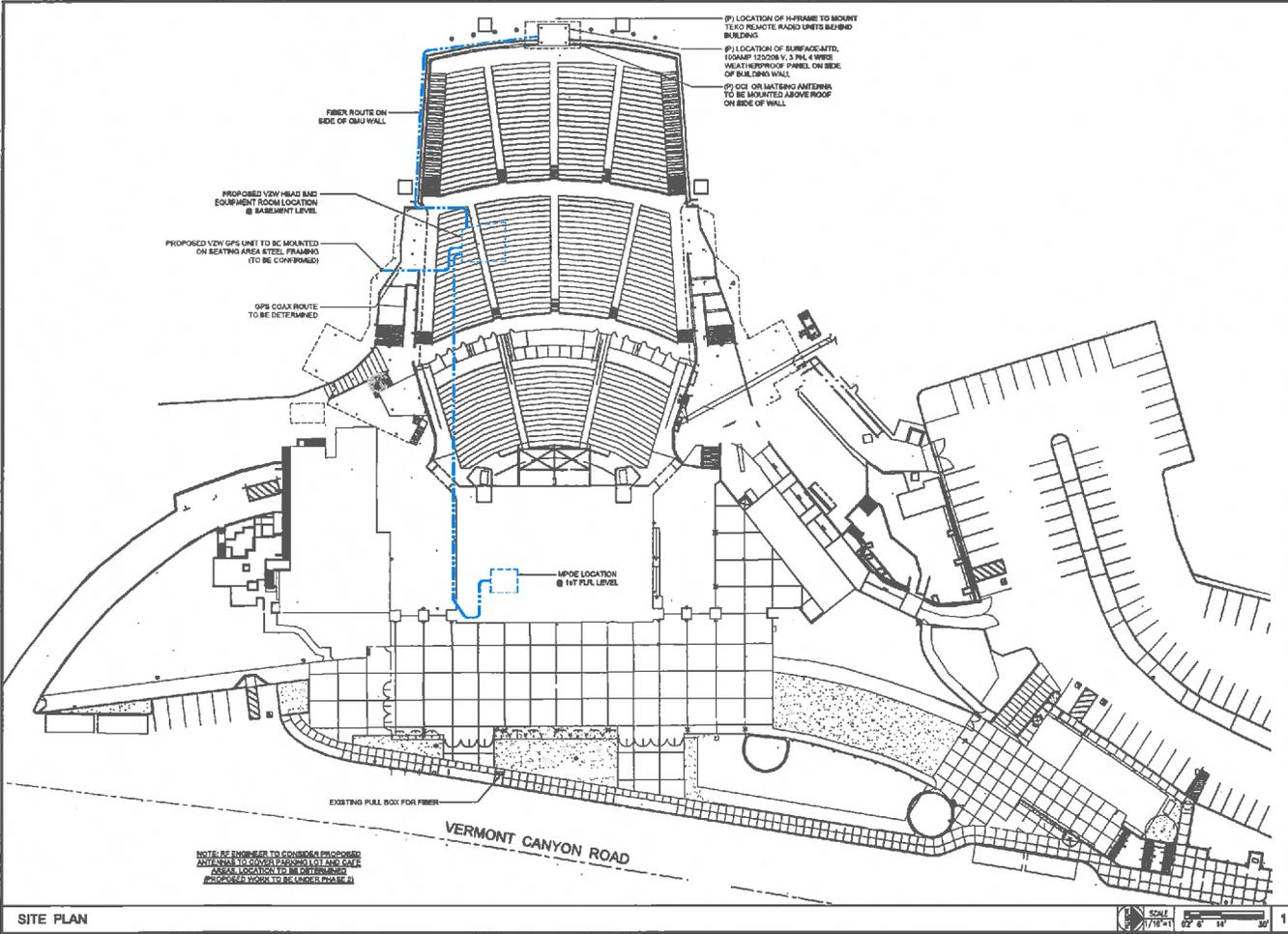
EXHIBIT 1

DESCRIPTION OF PREMISES

See attached lease exhibit drawing.

EXHIBIT 1

NOT FOR CONSTRUCTION






500 BROADWAY, SUITE 1800
IRVINE, CALIFORNIA 92614
JULY 2010

APPROVALS

LANDING: _____

LEASING: _____

R.T.: _____

ZONING: _____

CONSTRUCTION: _____

A & E: _____

PROJECT NO: E1720197

DRAWN BY: RL

CHECKED BY: DE

SUBMITTALS

NO.	DATE	DESCRIPTION
1	06/26/17	ISSUE FOR PERMIT

THE SCHEDULE & THE CREATION, DESIGN, PREPARED AND CONSTRUCTION OF THIS PROJECT AND THE PROVISION OF ALL SERVICES ON THE PROJECT SHALL BE THE RESPONSIBILITY OF THE CLIENT AND THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.

GREEK THEATER DAS LEASE EXHIBIT

2700 N. VERMONT AVENUE
LOS ANGELES, CALIFORNIA 90027

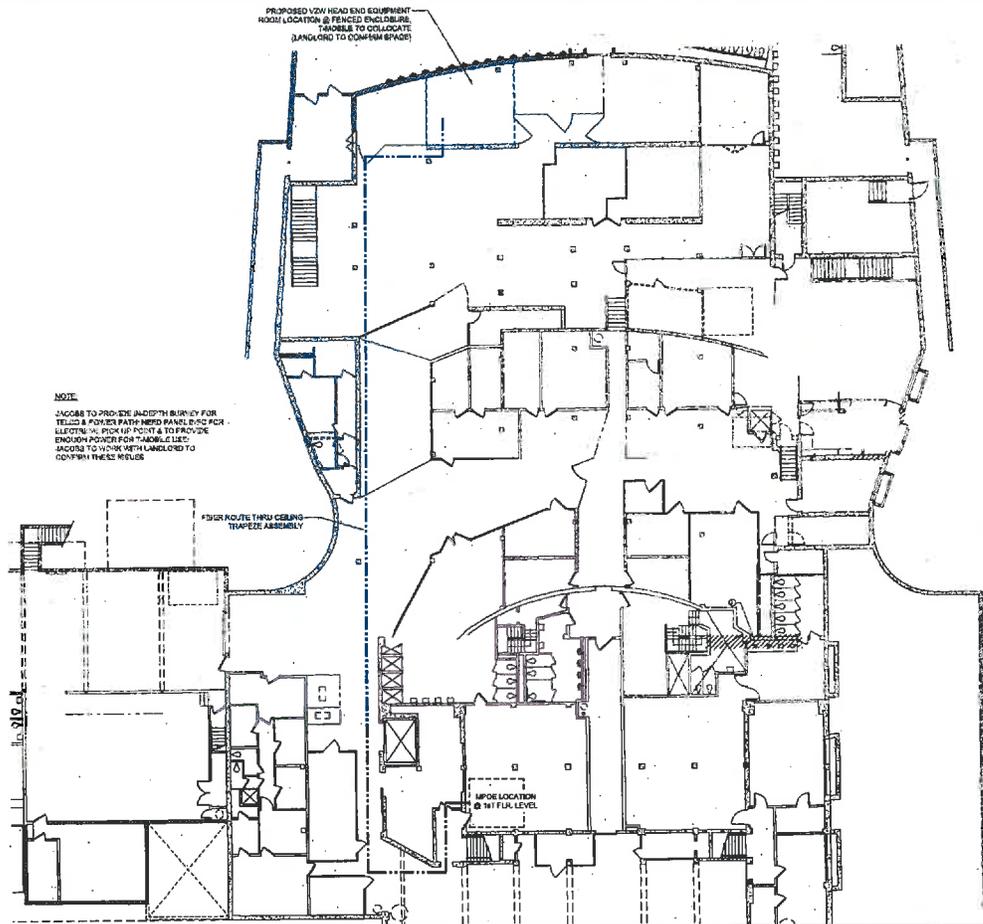
SITE PLAN

LE-1

EXHIBIT 1

NOT FOR CONSTRUCTION

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HEAD END EQUIPMENT LOCATION @ BASEMENT



verizon
WIRELESS COMMUNICATIONS SERVICES

JACOBS
JACOBS ENGINEERING GROUP, INC.

APPROVALS

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 PROJECT NO.: EVEC0107
 DRAWN BY: BU
 CHECKED BY: DS

SUBMITTALS

NO.	DATE	DESCRIPTION

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**GREEK THEATER DAS
 LEASE EXHIBIT**

1700 W. WASHINGTON AVENUE
 LOS ANGELES, CALIFORNIA 90027

**HEAD END EQUIPMENT
 @ BASEMENT**

LE-2

EXHIBIT 2
TECHNICAL STANDARDS

See attached construction drawings with technical standards.

NOT FOR CONSTRUCTION

DRAWINGS PLOTTED TO SCALE ON 24x36 SHEETS

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GREEK THEATER DAS

(PHASE 1)

2700 N. VERMONT AVENUE
LOS ANGELES, CALIFORNIA 90027

VICINITY MAP



DO NOT SCALE DRAWINGS

COMPILED FROM AERIAL PHOTOS AND DISTANCE MEASUREMENTS. THE USER/LESSEE REPRESENTATIVE IN WRITING OF THIS DRAWING ACCEPTS RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION SHOWN ON THE DRAWING. THIS SHEET

CONSULTANT TEAM

ARCHITECT: JACOBS ENGINEERING GROUP, INC.
3151 WILSON AVENUE, SUITE 200
IRVINE, CALIFORNIA 92614
PHONE: (949) 224-7300
FAX: (949) 224-7300

ENGINEER: JACOBS ENGINEERING GROUP, INC.
3151 WILSON AVENUE, SUITE 200
IRVINE, CALIFORNIA 92614
PHONE: (949) 224-7300
FAX: (949) 224-7300

CODE COMPLIANCE:
CALIFORNIA STATE CODE COMPLIANCE
ALL WORK AND MATERIALS SHALL BE REVIEWED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS APPLICABLE TO THE PROJECT:
• 2013 CALIFORNIA BUILDING CODES
• 2013 CALIFORNIA ELECTRICAL CODES
• 2013 CALIFORNIA MECHANICAL CODES
• 2013 CALIFORNIA PLUMBING CODES
• 2013 CALIFORNIA FIRE CODES
• 2013 CALIFORNIA ENERGY CODES
• 2013 CALIFORNIA SOILS AND FOUNDATIONS CODES
• 2013 CALIFORNIA WATERSHED DRAINAGE CODES

PROJECT SUMMARY

SITE NAME: GREEK THEATER DAS
ASSESSOR'S PARCEL NO.: 5803-002-413
COORDINATES: LAT 34° 17' 10.83" N
LONG 118° 17' 45.83" W
ELEVATION: 824 FT.
BUILDING OCCUPANCY TYPE: I-4
BUILDING OCCUPANCY TYPE: A
NEW CONSTRUCTION TYPE (OAS): I-4
NEW OCCUPANCY TYPE (OAS): S-2
ESTIMATED COST: \$80,000
NEW LEASE AREA: 2,222 S.F.
LAND USE: G17 OF LOS ANGELES (ZONED BY SAG) (CDS) (19) 19-40-000

PROJECT DIRECTORY

SITE ADDRESS: 2700 N. VERMONT AVENUE
ZONING DISTRICT: COMMERCIAL / INDUSTRIAL

PROJECT DESCRIPTION

THIS SHEET WILL COVER THE PROVISIONS FOR THE VERMONT TELECOMMUNICATIONS CENTER. THE CENTER WILL BE A 2,222 S.F. BUILDING WITH A LEASE AREA OF 2,222 S.F. OF SPACE. THE CENTER WILL BE USED FOR TELECOMMUNICATIONS PURPOSES. THE CENTER WILL BE DESIGNED TO ACCOMMODATE THE VERMONT TELECOMMUNICATIONS CENTER. THE CENTER WILL BE DESIGNED TO ACCOMMODATE THE VERMONT TELECOMMUNICATIONS CENTER. THE CENTER WILL BE DESIGNED TO ACCOMMODATE THE VERMONT TELECOMMUNICATIONS CENTER.

SHEET INDEX

SHEET NO.	DESCRIPTION
1-1	TITLE SHEET
1-2	GENERAL SPECIFICATIONS
1-3	GENERAL NOTES
1-4	FIELD AND EQUIPMENT PLAN, PROPOSED PLAN
1-5	EQUIPMENT SPECIFICATIONS
1-6	DETAILS
1-7	DETAILS
1-8	EQUIPMENT SPECIFICATIONS



APPROVALS

LANDING: _____
LEASING: _____
R.F.: _____
ZONING: _____
CONSTRUCTION: _____
A & E: _____

PROJECT NO.: ERCS027
DATE: 08/17/18
SCALE: AS SHOWN

SUBMITTALS

DATE: 08/17/18
BY: [Signature]

GREEK THEATER DAS (PHASE 1)
2700 N. VERMONT AVENUE
LOS ANGELES, CALIFORNIA 90027

TITLE SHEET

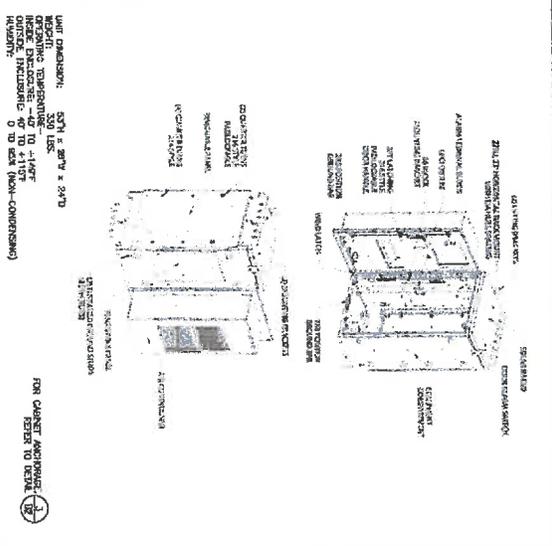
T-1

NOT FOR CONSTRUCTION

DRAWINGS PLOTTED TO SCALE ON 24x36 SHEETS

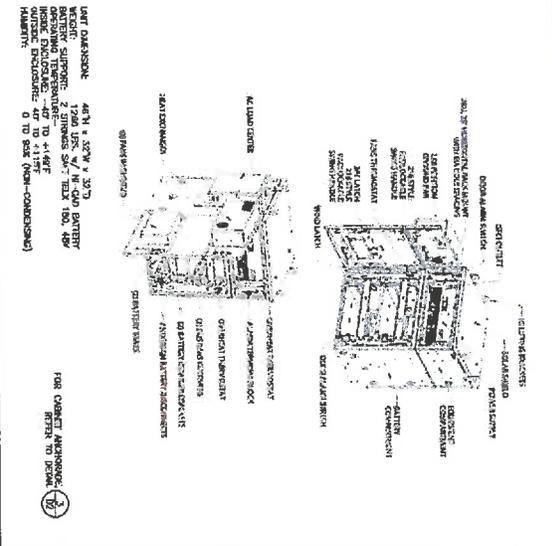
NOTICE: This drawing and the design shown are the property of Jacobs Engineering Group, Inc. The reproduction, copying, or use of this drawing without written consent is prohibited and any infringement will be subject to legal action.

4 SMALL CHARLES (CUBE) # PM42712UNI



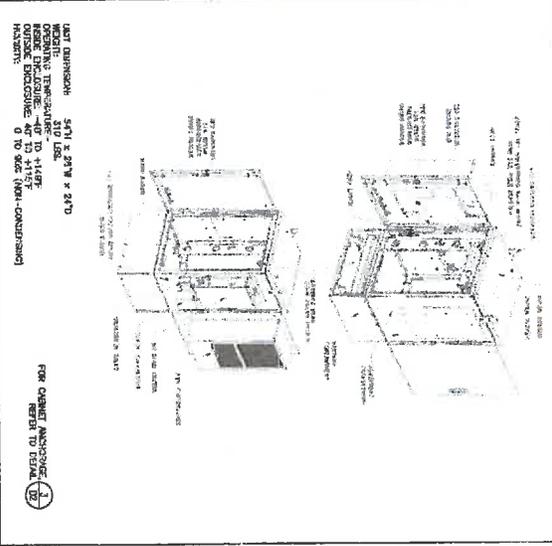
FOR CABINET APPROVALS
REFER TO DETAIL (D-1)

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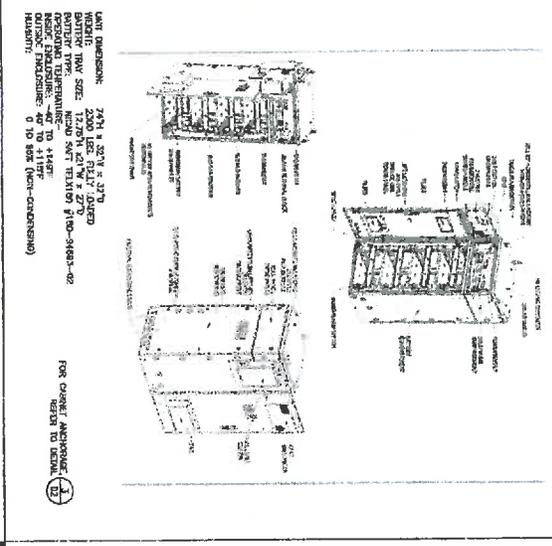
FOR CABINET APPROVALS
REFER TO DETAIL (D-1)

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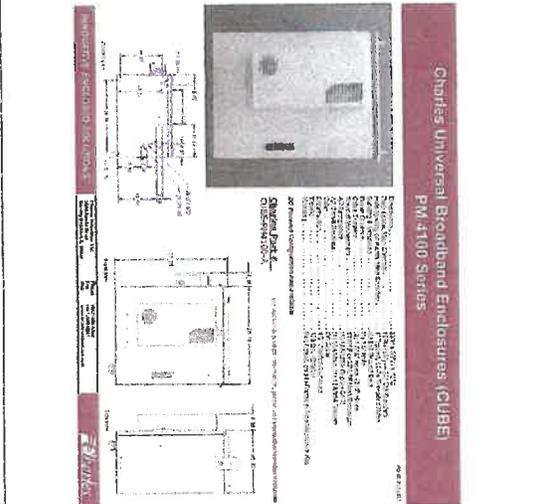
FOR CABINET APPROVALS
REFER TO DETAIL (D-1)

2 CHARLES (CUBE) # SS42207DCZ



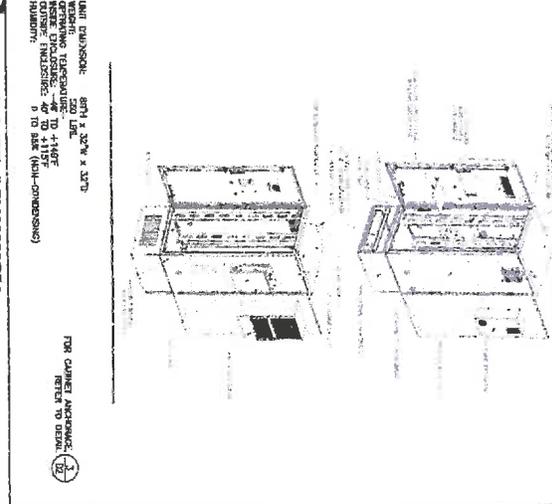
FOR CABINET APPROVALS
REFER TO DETAIL (D-1)

3 CHARLES (CUBE) # PM63922RF-4



FOR CABINET APPROVALS
REFER TO DETAIL (D-1)

3 CHARLES (CUBE) # PM63922RF-4



FOR CABINET APPROVALS
REFER TO DETAIL (D-1)

APPROVALS

DATE: _____

BY: _____

FOR: _____

CONSTRUCTION: _____

A & E: _____

JACOBS

JACOBS ENGINEERING GROUP, INC.

1000 CALIFORNIA STREET, SUITE 1000

IRVINE, CA 92614

Verizon

VERIZON COMMUNICATIONS INC.

1000 CALIFORNIA STREET, SUITE 1000

IRVINE, CA 92614

PROJECT NO: 619202

DESIGN NO: 801

ORDER NO: 165

SUBMITTALS

NO.	DATE	DESCRIPTION
1	07/19/16	FOR CD

FOR COMMENTS: 2. THE DESIGN SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS. 3. THE DESIGN SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS. 4. THE DESIGN SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS. 5. THE DESIGN SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS.

DR: THEATER DMS (Phase 1)

DESIGNED BY: JACOBUS

DATE: 07/19/16

SCALE: AS SHOWN

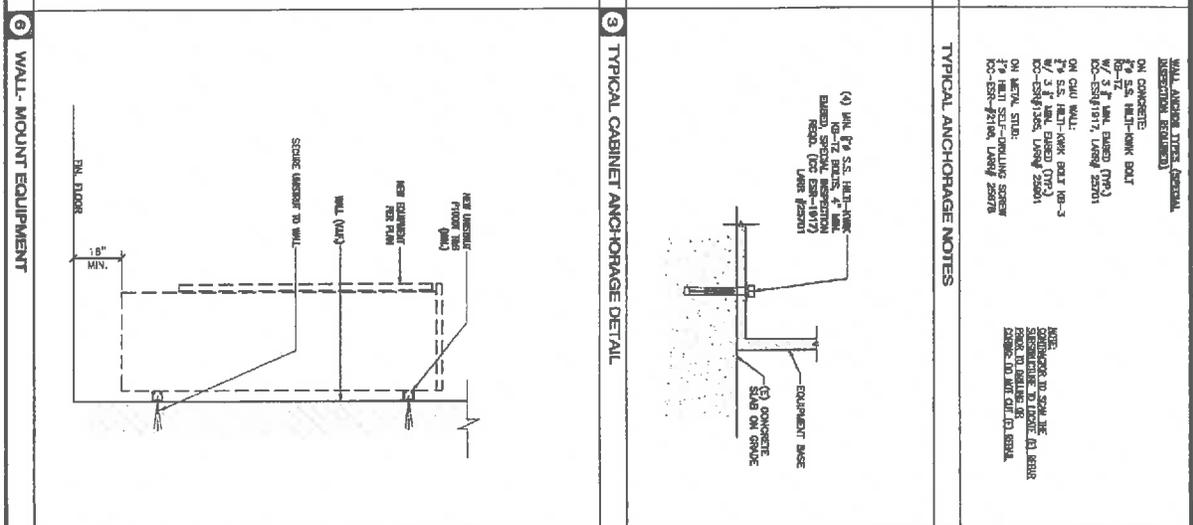
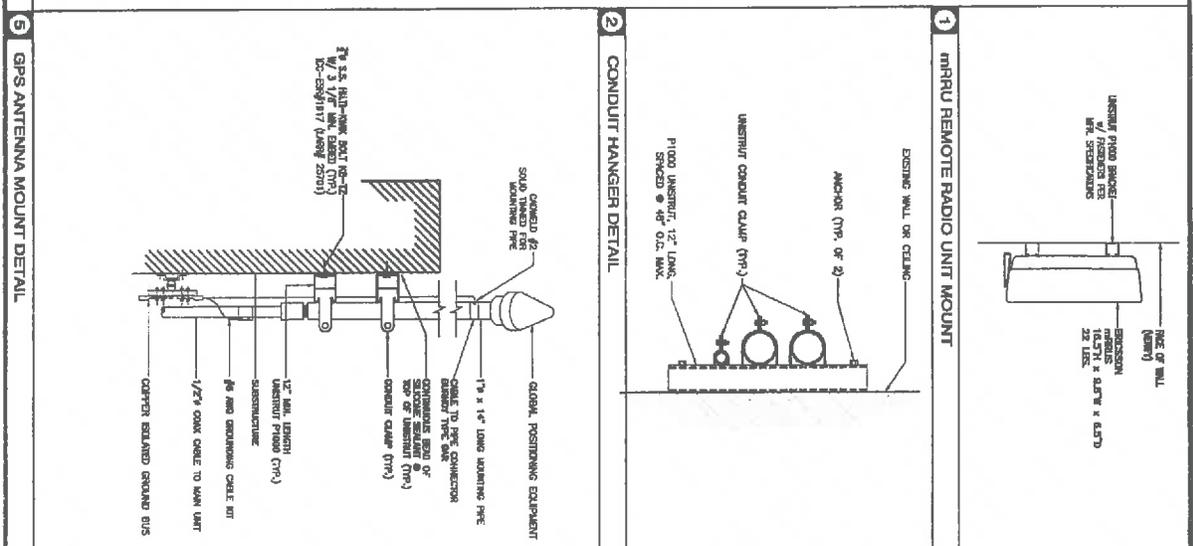
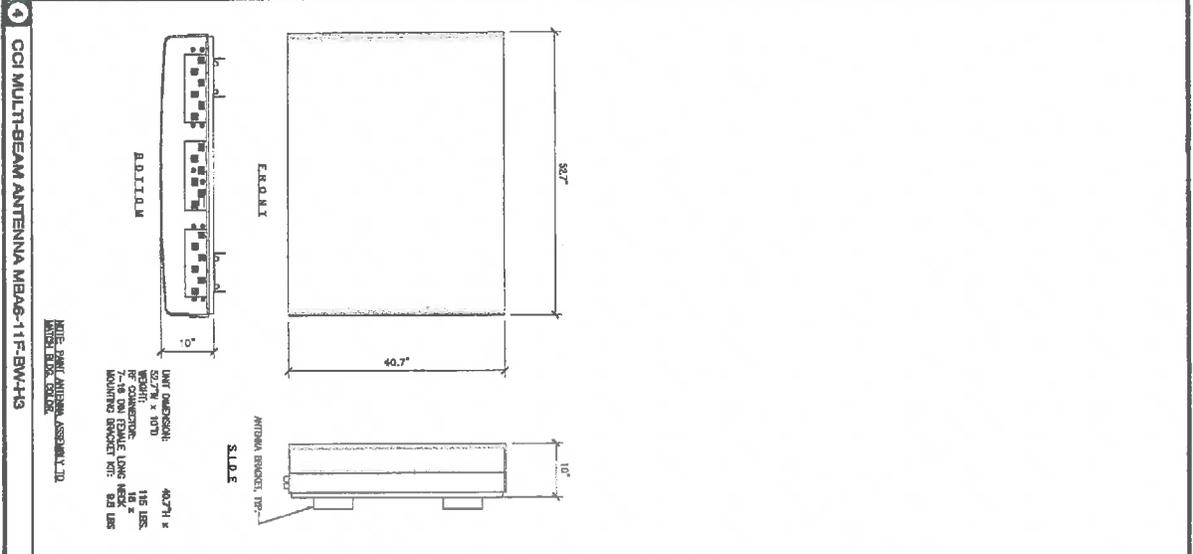
DETAILS

D-1

NOT FOR CONSTRUCTION

DRAWINGS PLOTTED TO SCALE ON 24x36 SHEETS
 PROJECT: 01-2016 - Wilson Mill
 DATE: 01-2016

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6 WALL-MOUNT EQUIPMENT

NEW UNISTRUT PIPE (TYP.)

NEW EQUIPMENT FOR PLAN

WALL (CONC.)

SCISSOR HANGER TO WALL

IN. FLOOR

0.77/10.00 PER. CD

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APPROVALS

UNDESIGNED

DESIGNED

DATE

ZONE

CONSTRUCTION

A & E

PROJECT NO. 01-2016

DESIGNED BY RJ

DATE 05

SUBMITTALS

0.77/10.00 PER. CD

DRYER THEATER DMS (Phase 1)

200A N. VERNON AVENUE
 LOS ANGELES, CALIFORNIA 90007

DETAILS

D-2



NOT FOR CONSTRUCTION

DRAWINGS PLOTTED TO SCALE ON 24x36 SHEETS

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1 TEKO 40W 6-BAND REMOTE UNIT

2 TEKO 4-BAND REMOTE UNIT

3 TEKO 5-BAND REMOTE UNIT

TEKO 40W 6-BAND REMOTE UNIT

TEKO 40W 6-BAND REMOTE UNIT is a 40W, 6-band remote unit. It is designed to provide high performance and reliability in a compact, rugged form factor. The unit is suitable for use in a variety of environments, including outdoor and industrial settings. It features a wide range of operating frequencies and a long battery life. The unit is easy to install and maintain, and it provides excellent signal quality and coverage.

TEKO 4-BAND REMOTE UNIT

TEKO 4-BAND REMOTE UNIT is a 4-band remote unit. It is designed to provide high performance and reliability in a compact, rugged form factor. The unit is suitable for use in a variety of environments, including outdoor and industrial settings. It features a wide range of operating frequencies and a long battery life. The unit is easy to install and maintain, and it provides excellent signal quality and coverage.

TEKO 5-BAND REMOTE UNIT

TEKO 5-BAND REMOTE UNIT is a 5-band remote unit. It is designed to provide high performance and reliability in a compact, rugged form factor. The unit is suitable for use in a variety of environments, including outdoor and industrial settings. It features a wide range of operating frequencies and a long battery life. The unit is easy to install and maintain, and it provides excellent signal quality and coverage.



JMA

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JMA

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JMA

APPROVALS

DATE: _____

BY: _____

DESIGNER: _____

A & E: _____

PROJECT NO.: 51000000

ISSUE NO.: 01

DATE: 01/17/13

SCALE: AS SHOWN

VERTICAL

www.verizon.com

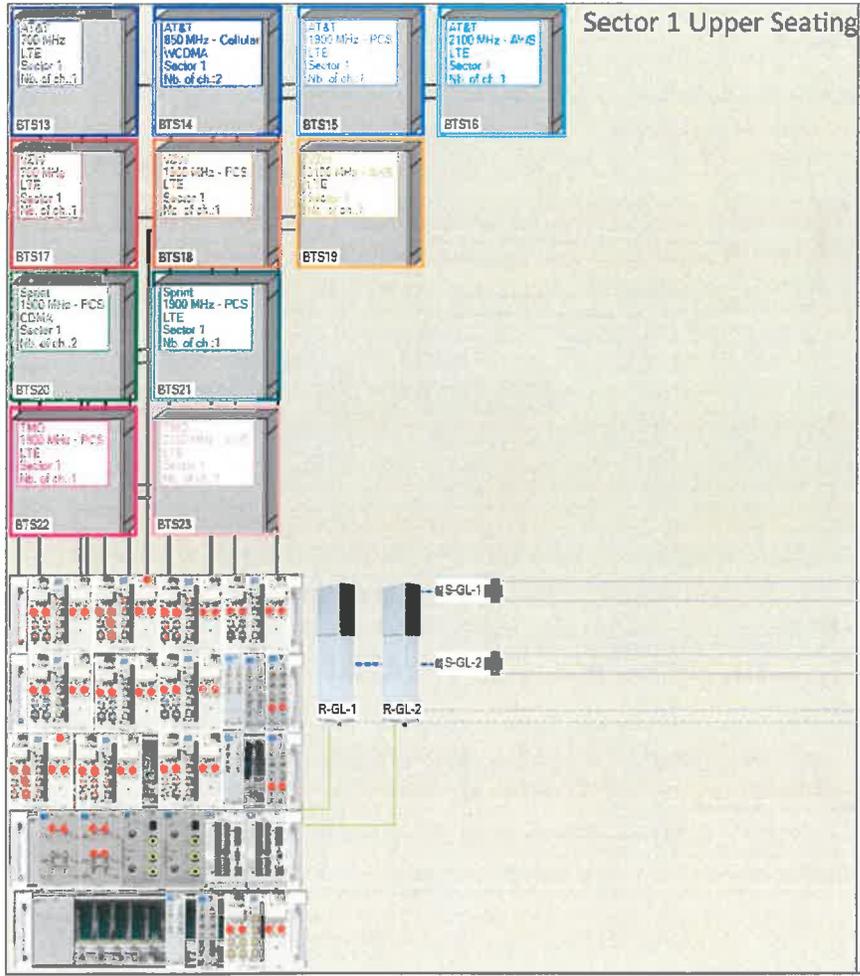
JACOBS

www.jacobs.com

700 WEST CALIFORNIA AVENUE

SUITE 1000

IRVINE, CA 92614



Calculations legend

- AT&T - 700 MHz - LTE
- AT&T - 850 MHz - Cellular - WCDMA
- AT&T - 1900 MHz - PCS - LTE
- AT&T - 2100 MHz - AWS - LTE
- Sprint - 1900 MHz - PCS - CDMA
- Sprint - 1900 MHz - PCS - LTE
- TMO - 1900 MHz - PCS - LTE
- VZW - 700 MHz - LTE
- VZW - 1900 MHz - PCS - LTE
- VZW - 2100 MHz - AWS - LTE

Systems information legend

- AT&T / 700 MHz - LTE / 3 Sectors
- AT&T / 850 MHz - Cellular - WCDMA / 3 Sectors
- AT&T / 1900 MHz - PCS - LTE / 3 Sectors
- AT&T / 2100 MHz - AWS - LTE / 3 Sectors
- Sprint / 1900 MHz - PCS - CDMA / 3 Sectors
- Sprint / 1900 MHz - PCS - LTE / 3 Sectors
- TMO / 1900 MHz - PCS - LTE / 3 Sectors
- VZW / 700 MHz - LTE / 3 Sectors
- VZW / 1900 MHz - PCS - LTE / 3 Sectors
- VZW / 2100 MHz - AWS - LTE / 3 Sectors

Cable legend

- BTS F4-FDDM-5A
- HL4RP-50-1 MIMO
- JA-10MD
- JA-10MD
- JA-10MD
- JA-10MY
- JA-10MY
- JA-10MY
- SM Fiber; 12 Core
- TCC2-SMSM-223-PSL

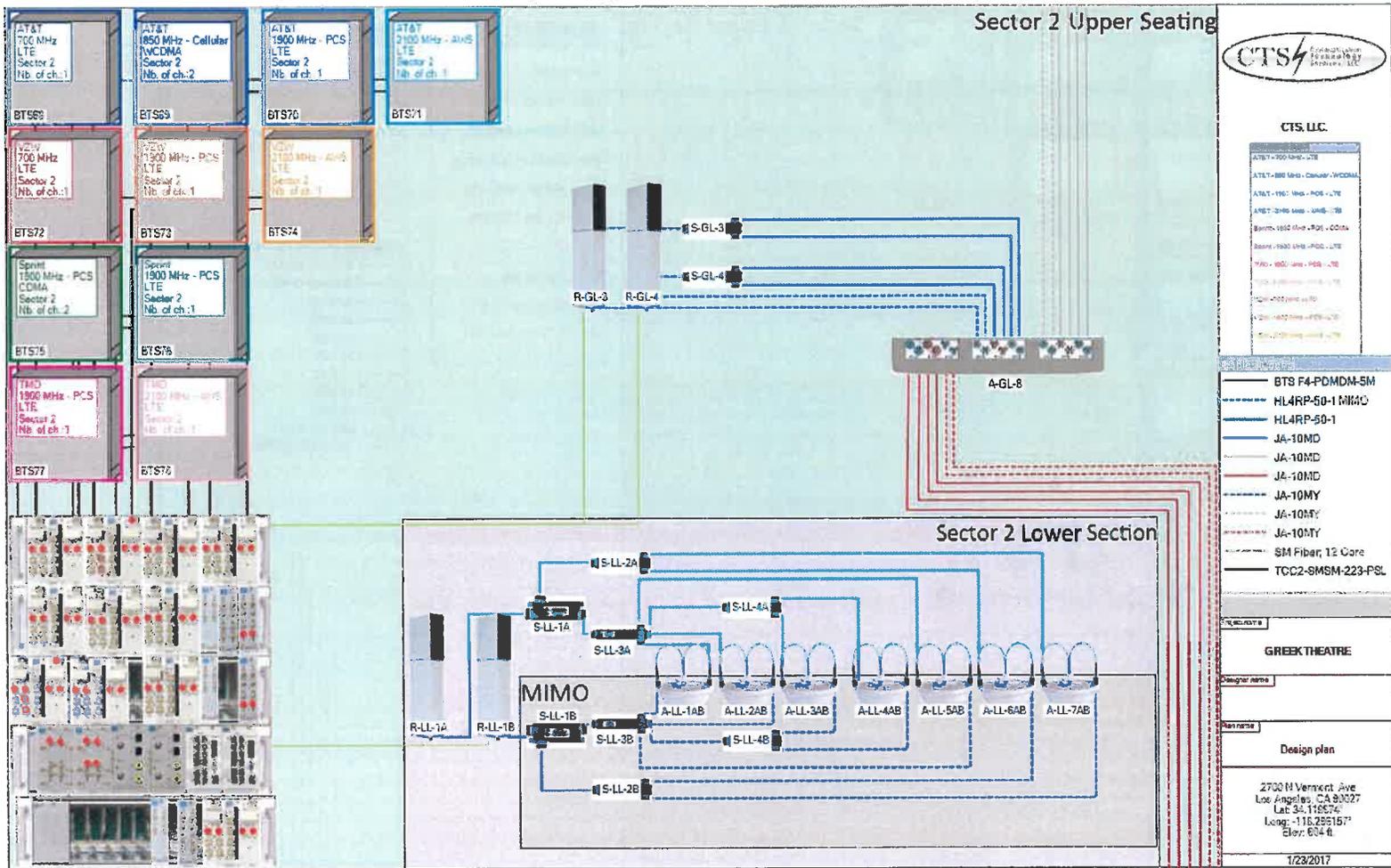


CTS, LLC

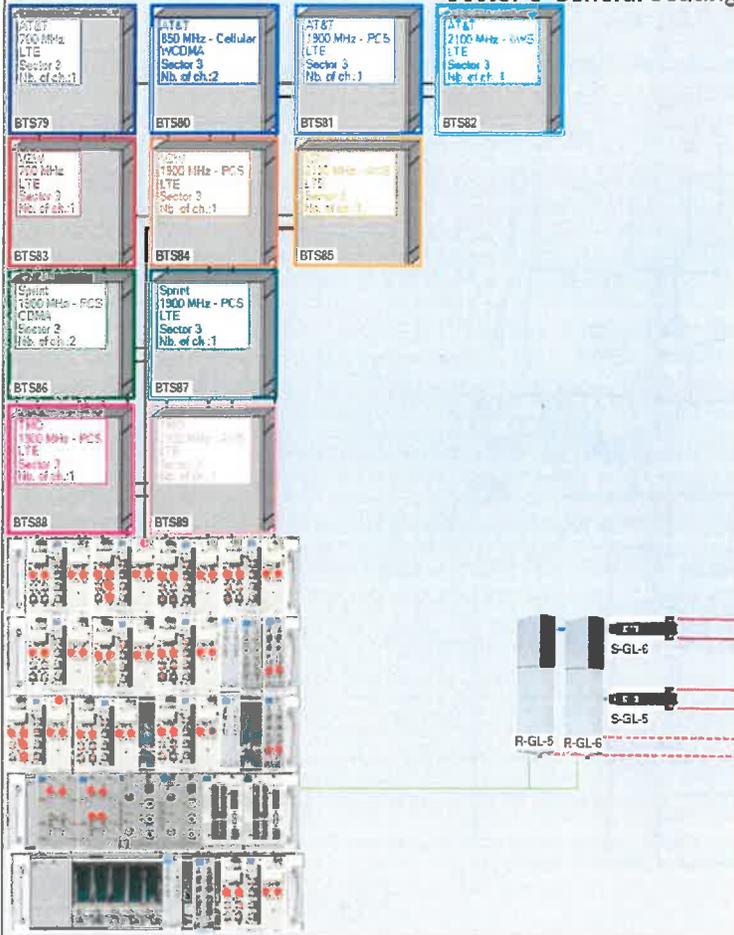
Revised on: 12/20/17
 Project name: GREEK THEATRE
 Design plan

2700 N Vermont Ave
 Los Angeles, CA 90027
 Lat: 34.119674
 Long: -118.296157
 Elev: 804 ft.

12/22/17



Sector 3 General Seating



CTS, LLC

Part Number	Description
CTS-F480-194-Cellular-1-DMA	CTS-F480-194-Cellular-1-DMA
CTS-1900-MHz-PCS-LTE	CTS-1900-MHz-PCS-LTE
CTS-2100-MHz-LTE	CTS-2100-MHz-LTE
CTS-1900-MHz-PCS-LTE	CTS-1900-MHz-PCS-LTE

- Cables/Connectors**
- BTS F4-PDMDM-EM
 - HL4RP-50-1 MIMO
 - HL4RP-50-1
 - JA-10MD
 - JA-10MD
 - JA-10MD
 - JA-10MY
 - JA-10MY
 - SM Fiber, 12 Core
 - TCC2-SMDM-223-FGL

Project Name	GREEK THEATRE
Designer Name	
Part Name	Design plan
Address	2700 N Vermont Ave Los Angeles, CA 90027 Lat: 34.118674 Long: -118.296157 Elev: 804 ft.
Date	1/23/2017

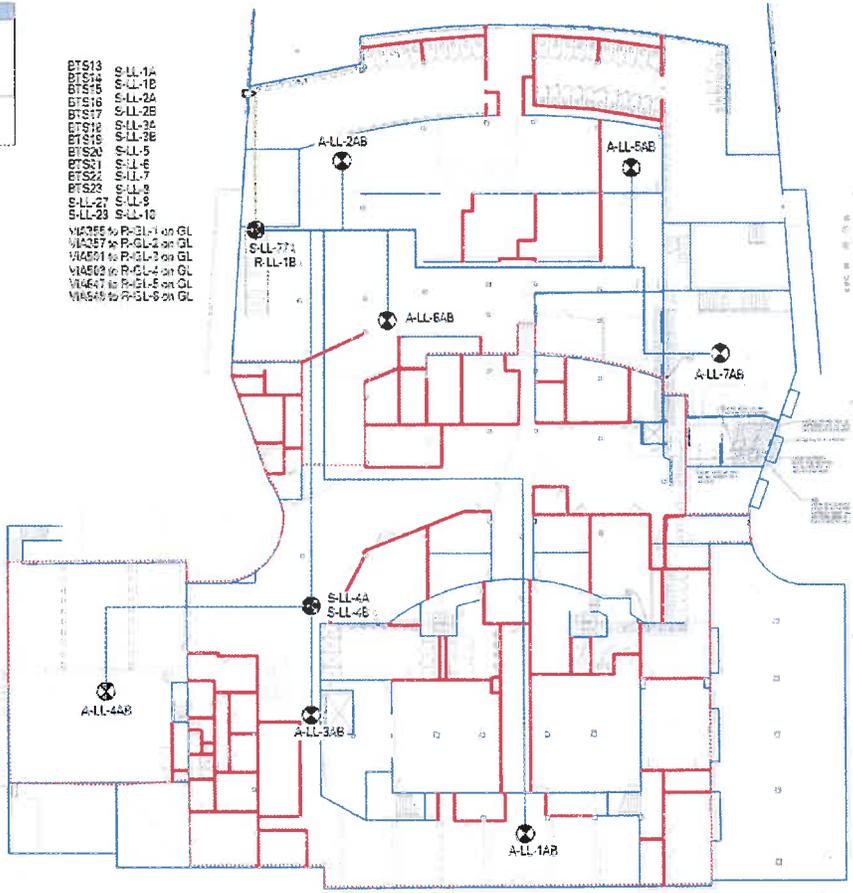
Materials legend

[Red line]	Asphalt
[Blue line]	Concrete (Heavy)
[Red line]	Drywall (Textured)
[Red line]	Miscellaneous Chalklink Panels
[Green box]	Cement
[Blue box]	Concrete (Heavy)

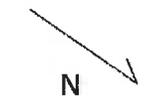
- Telecom legend**
- Antenna
 - BTS
 - Fiber BDA Hub
 - Fiber BDA
 - Filter
 - Miscellaneous
 - Splitter
 - Splitter
 - Via

- Cables legend**
- BTS F4-FDNDM-5M
 - HLARP-50-1 MIMO
 - HLARP-50-1
 - JA-10MD
 - SM Fiber: 12 Core
 - TCC2-SM5M-223-PSL

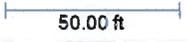
- BTS13 S-LL-14
- BTS14 S-LL-18
- BTS15 S-LL-24
- BTS16 S-LL-24
- BTS17 S-LL-25
- BTS18 S-LL-26
- BTS19 S-LL-26
- BTS20 S-LL-5
- BTS21 S-LL-6
- BTS22 S-LL-7
- BTS23 S-LL-8
- S-LL-21 S-LL-9
- S-LL-23 S-LL-10
- VIA255 to R-LL-1 on GL
- VIA257 to R-GL-4 on GL
- VIA261 to R-GL-2 on GL
- VIA262 to R-GL-4 on GL
- VIA267 to R-GL-8 on GL
- VIA268 to R-GL-8 on GL



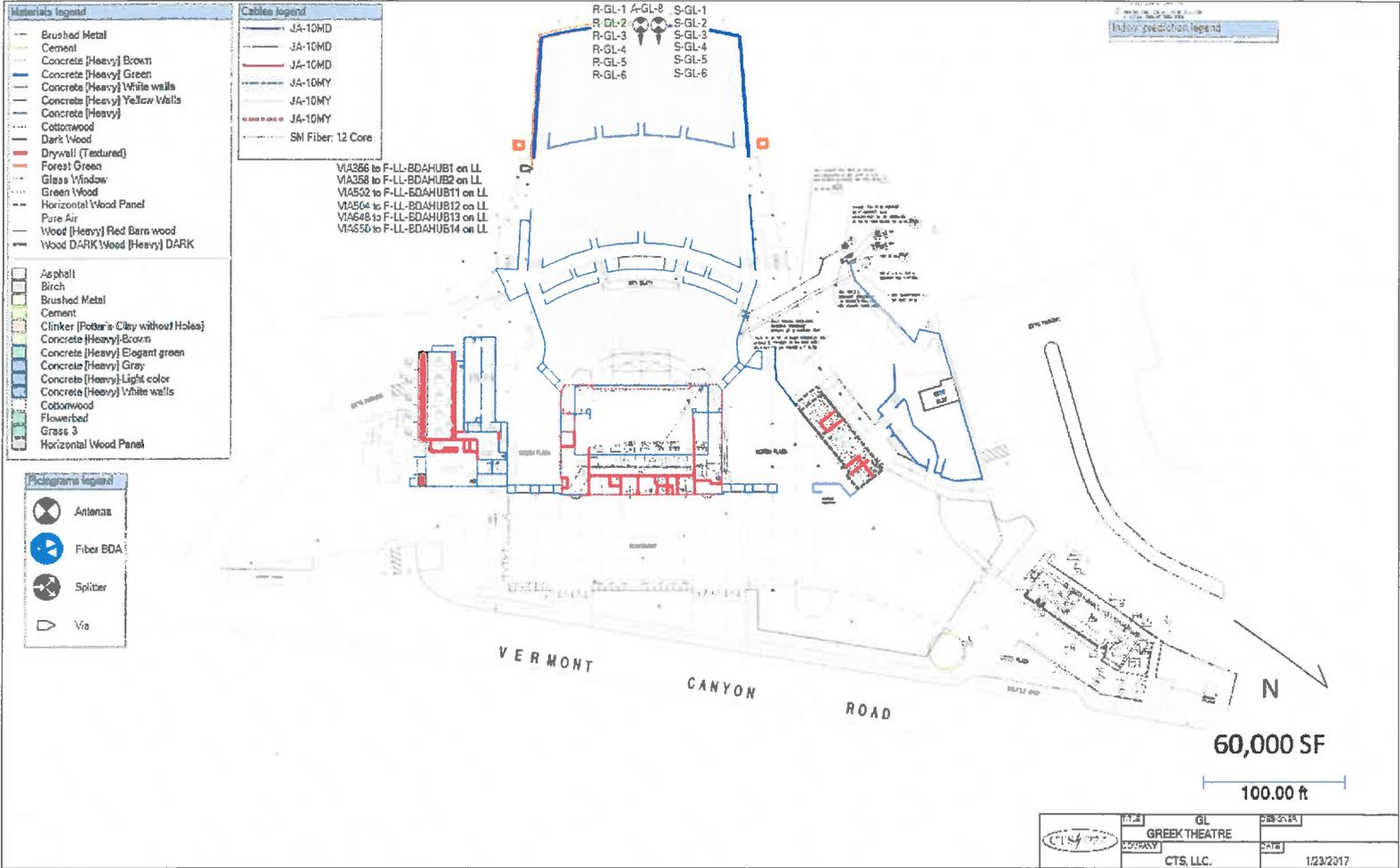
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40,000 SF



	DATE	LL	DESIGNER
	ISSUED	GREEK THEATRE	
	DATE	CTS, LLC	1/23/2017



Materials legend

- Brushed Metal
- Cement
- Concrete (Heavy) Brown
- Concrete (Heavy) Green
- Concrete (Heavy) White walls
- Concrete (Heavy) Yellow walls
- Concrete (Heavy)
- Cottonwood
- Dark Wood
- Drywall (Textured)
- Forest Green
- Glass Window
- Green Wood
- Horizontal Wood Panel
- Pure Air
- Wood (Heavy) Red Barn wood
- Wood DARK Wood (Heavy) DARK

Cables legend

- JA-10MD
- JA-10MD
- JA-10MD
- JA-10MY
- JA-10MY
- SM Fiber: 12 Core

Pictograms legend

- Antenna
- Fiber BDA
- Splitter
- Via

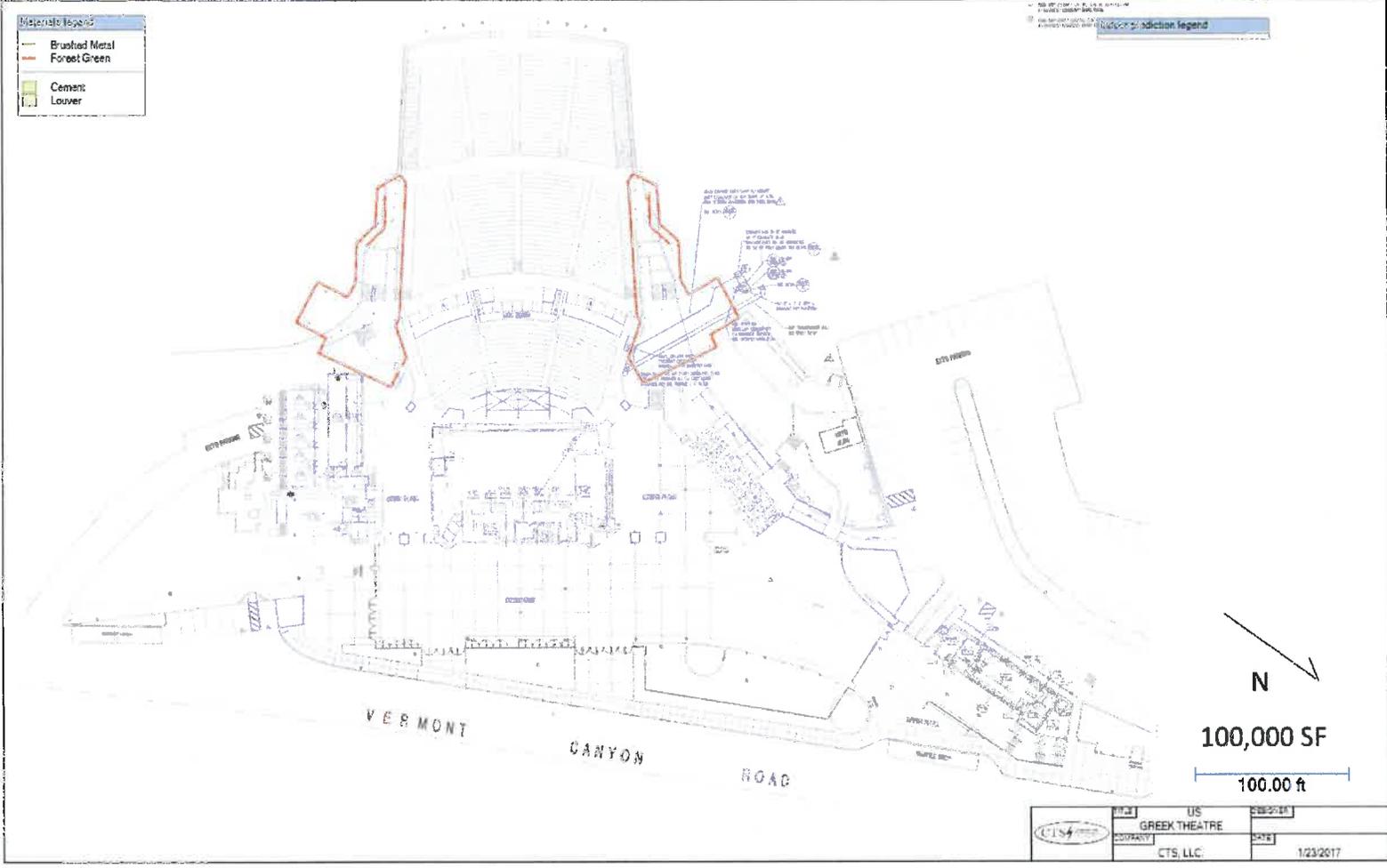
Indoor prediction legend

VIA366 to F-LL-BDAHUB1 on LL
 VIA358 to F-LL-BDAHUB2 on LL
 VIA502 to F-LL-BDAHUB11 on LL
 VIA504 to F-LL-BDAHUB12 on LL
 VIA448 to F-LL-BDAHUB13 on LL
 VIA656 to F-LL-EDAHUB14 on LL

	GL GREEK THEATRE COMPANY	DATE 1/23/2017
CTS, LLC.		

Materials Legend	
	Brushed Metal
	Forest Green
	Cement
	Louvers

Production Legend	
	Production Line
	Production Line



N
100,000 SF
100.00 ft

	PROJECT	US GREEK THEATRE	DATE	1/23/2017
	COMPANY	CTS, LLC	DATE	

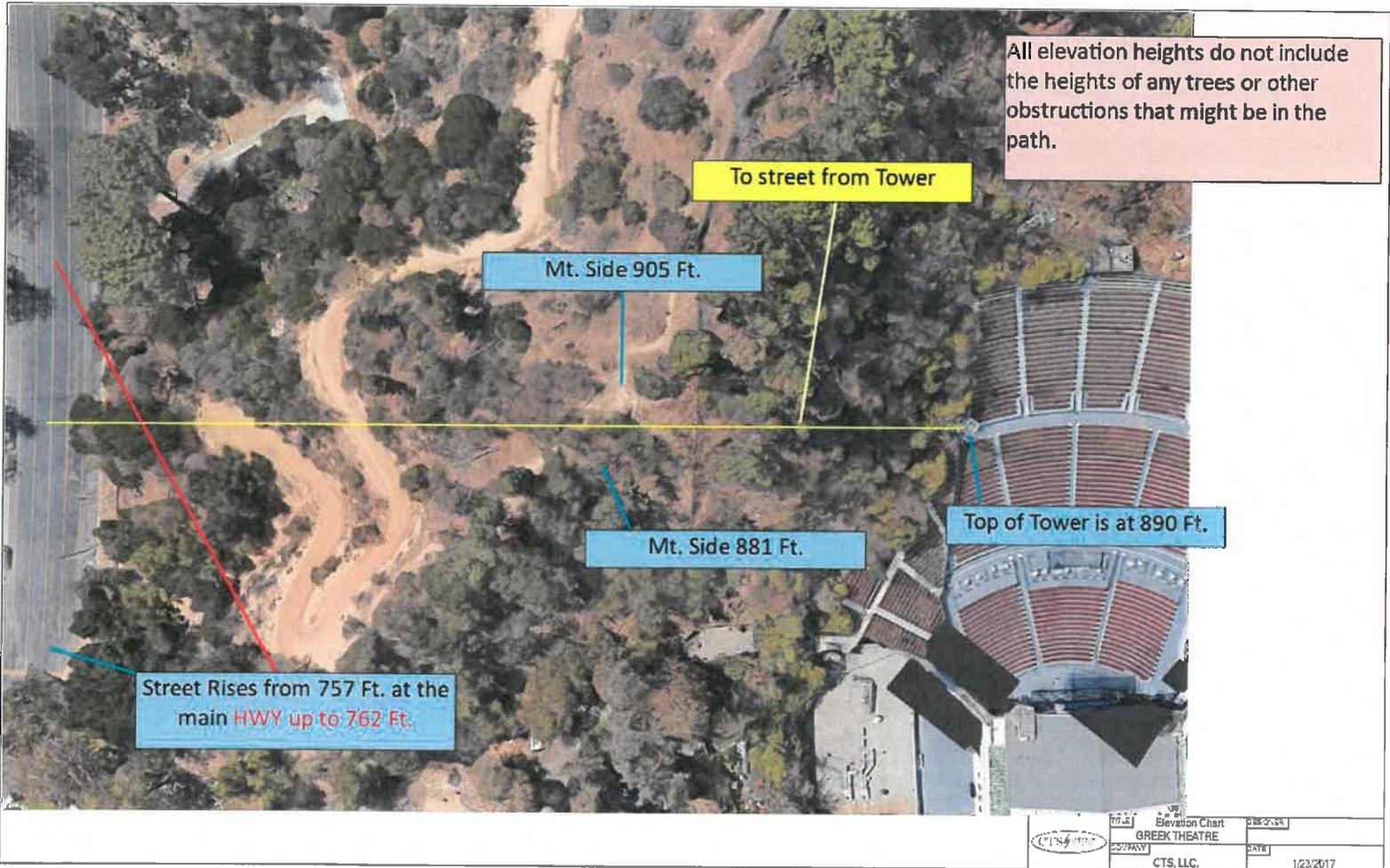


EXHIBIT 3

BLACKOUT DATES

Blackout Dates to be determined because Blackout Dates are dependent on the Greek Theatre Events Schedule from season to season.

EXHIBIT 4

PHASED IMPLEMENTATION PLAN

See attached coverage plots for Phase I and Phase II

Phase I:

- Install Verizon Wireless Telecommunications equipment within the new lease area (Exhibit 1) located in the basement level of the Greek Theatre building
- Mount one (1) Geographic Positioning Satellite (GPS) Antenna located by the theatre seating area (Exhibit 1)
- Installation of one (1) outside antenna that provides cellular coverage for the outside seating area and theatre offices near the back of the theatre seating area (Exhibit 1)
- Install inside antennas to provide cellular coverage for the basement and dressing room areas.

Phase II:

- Installation of additional exterior antennas that shall provide coverage to the plaza, north and south parking lots

EXHIBIT 4

Greek Theater Phase 1 Plots

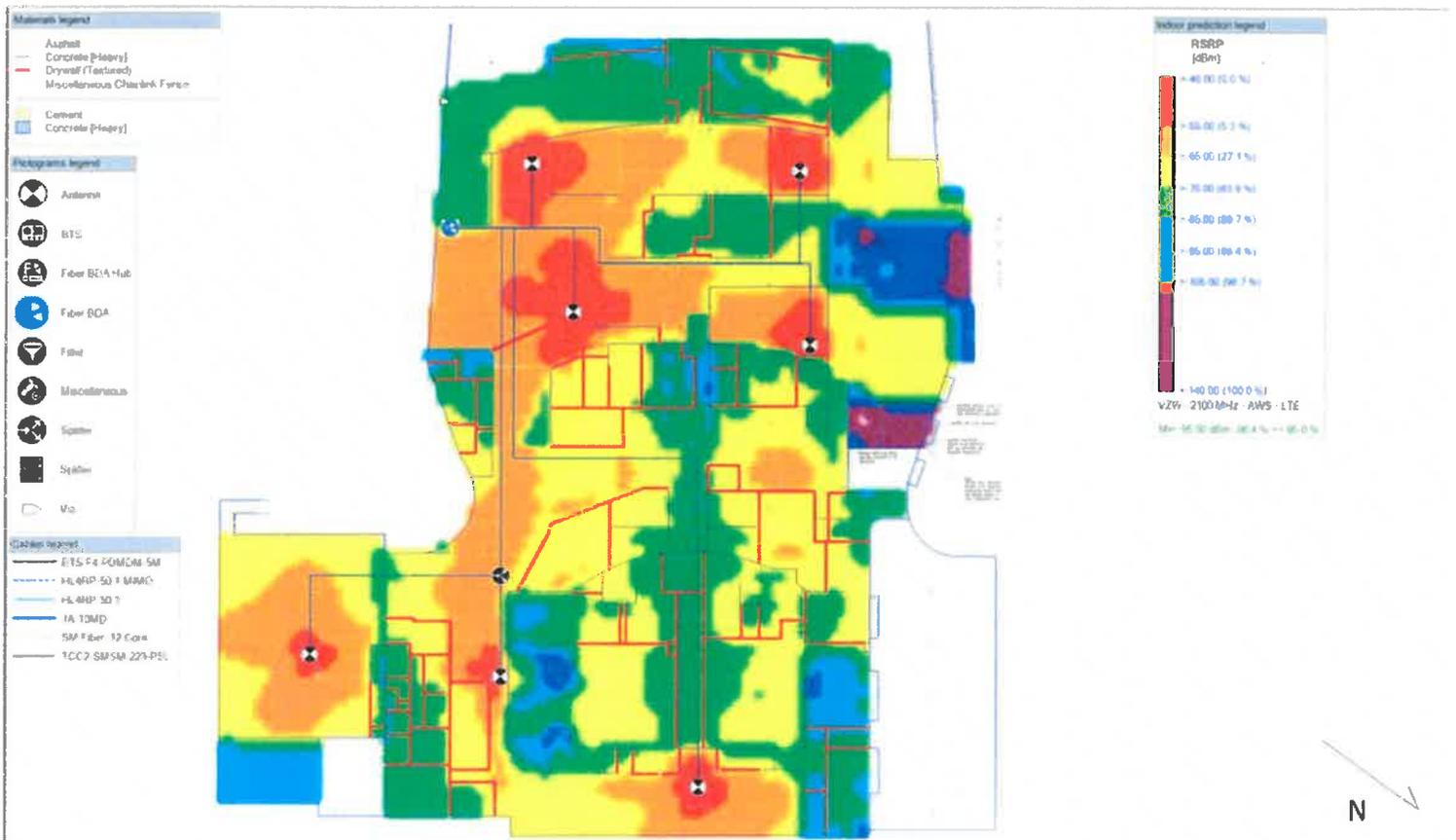


EXHIBIT 4

Greek Theater Phase 1 Plots

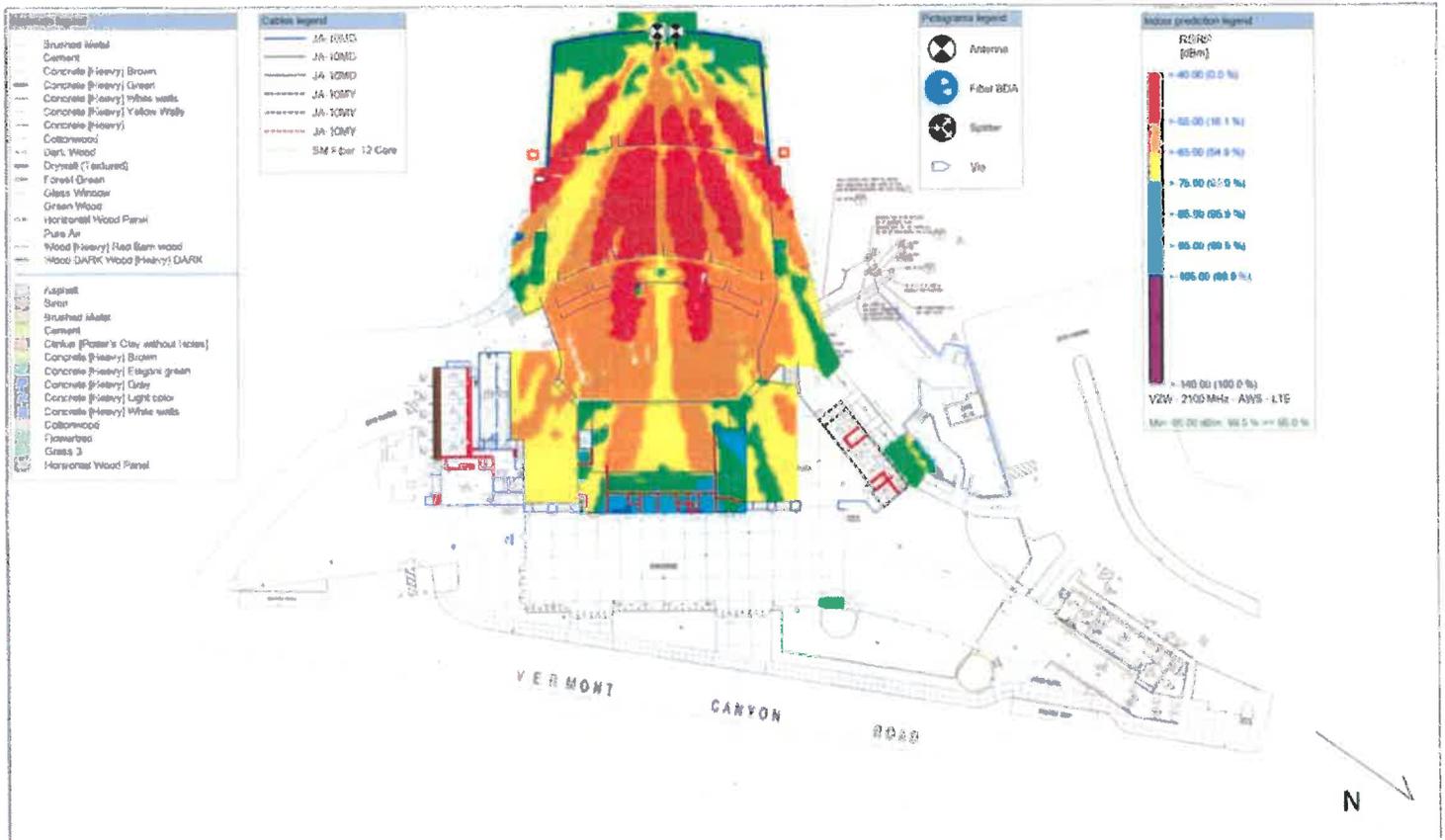


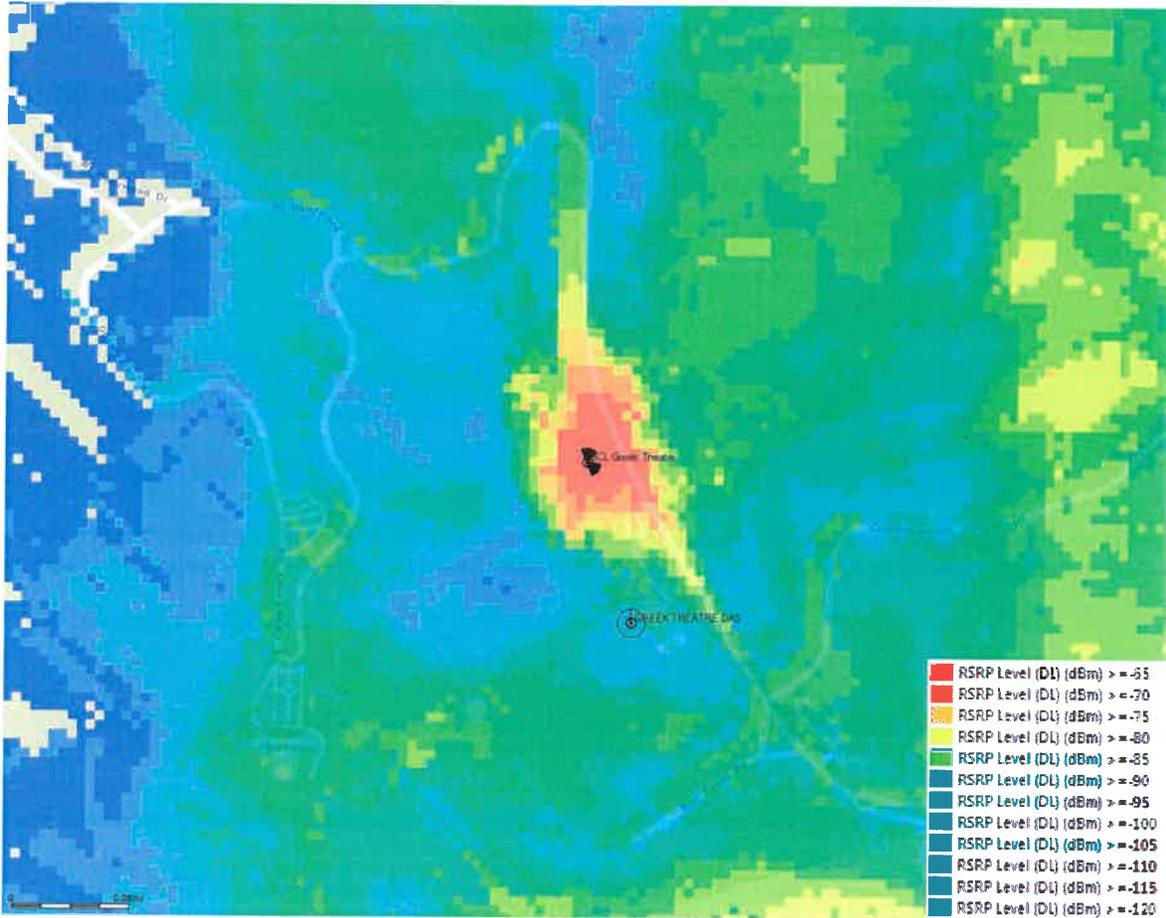
EXHIBIT 4

Greek Theater Phase 1 Plots



EXHIBIT 4

Proposed AWS RSRP



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EXHIBIT 5

ENVIRONMENTAL COMPLIANCE EXCEPTIONS

NO KNOWN EXCEPTIONS

STANDARD PROVISIONS FOR CITY CONTRACTS

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PSC-4	<u>Integrated Contract</u>	2
PSC-5	<u>Amendment</u>	2
PSC-6	<u>Excusable Delays</u>	2
PSC-7	<u>Waiver</u>	2
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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance

coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly

abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors,

CONTRACTOR shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration

of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized CITY personnel or CITY'S representatives at any time. **CONTRACTOR** shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by CITY shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the gross negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the CITY, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under

this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract

such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal

employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Americans with Disabilities Act

CONTRACTOR shall comply with the Americans with Disabilities Act, 42 U.S.C. Section 12101 *et seq.*, and its implementing regulations.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network ("BAVN") at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising
in City Elections

You are a subcontractor on City of Los Angeles Contract

#_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“CITY”) officials and candidates for elected CITY office for twelve months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

EXHIBIT 1

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the **CITY**. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) as determined in writing by the CAO-RM.

2. **When to submit** Normally, no work may begin until a **CITY** insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

Submitting your documents. **Track4LA[®]** is the **CITY'S** online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the **CITY**. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **Track4LA[®]** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA[®]** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted, however *submissions other than through Track4LA[®] will significantly delay the insurance approval process as documents will have to be manually processed.* **CONTRACTOR must provide CITY** a thirty day notice of cancellation (ten days for non-payment of premium) **AND** an Additional Insured Endorsement naming the **CITY** an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the **CITY** is an automatic or blanket additional insured. An endorsement naming the **CITY** an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to CAO.insurance.bonds@lacity.org.

Additional Insured Endorsements **DO NOT** apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **Track4LA[®]**, the **CITY'S** online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA[®]** at <http://track4la.lacity.org>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the **CITY** has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the CAO-RM for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the **CITY** is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of **CITY** premises. Information on two **CITY** insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on **CITY** premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on **CITY** premises; it is not required for simple commuting unless **CITY** is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on **CITY** premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the **CITY**) any workers' compensation paid to an injured employee of the contractor.

10. **Property** insurance is required for persons having exclusive use of premises or equipment owned or controlled by the **CITY**. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle **CITY** funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the **CITY** required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a **CITY** contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. **CONTRACTOR'S** policies shall cover liability for a data breach in which the **CITY** employees' and/or **CITY** customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the **CITY'S** or **CONTRACTOR'S** electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

___ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

___ **General Liability**

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

___ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

___ **Professional Liability** (Errors and Omissions)

Discovery Period _____

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

___ **Pollution Liability**

___ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

___ **Crime Insurance**

Other: _____

