



## BOARD LETTER APPROVAL

RESOLUTION NO. \_\_\_\_\_


 A blue ink signature of David H. Wiggs, consisting of several loops and a long horizontal stroke.

**DAVID H. WIGGS**  
Chief Administrative Officer


 A blue ink signature of David H. Wright, written in a cursive style.

**DAVID H. WRIGHT**  
Senior Assistant General Manager  
Power System


 A blue ink signature of Marcie L. Edwards, written in a cursive style.

**MARCIE L. EDWARDS**  
General Manager

**DATE:** April 24, 2015

**SUBJECT:** Resolution in Support of the CityLinkLA Project

**SUMMARY**

CityLinkLA is a project led by the City of Los Angeles (City of LA) Information Technology Agency (ITA), and endorsed by the Mayor and City Council, to seek an entity to develop a high speed fiber optic based internet service City-wide (similar to Google fiber). There are no anticipated costs to LADWP.

The City of LA will release a Request for Proposal (RFP) that will divide the City of LA into four zones to allow for multiple bidding. The RFP identifies the potential for LADWP involvement with the project in a number of ways:

- Use LADWP's fiber at wholesale terms as discussed at the February 17, 2015, Board presentation by the Fiber Optic Enterprise Group,
- Consider a waiver of the LADWP right of first refusal to serve the telecommunications needs of City of LA facilities where LADWP deems it not practical to serve,
- Expand fiber capacity by adding fiber to existing LADWP fiber where feasible,
- Allow an agreement to power communication facilities from streetlights with appropriate compensation to LADWP for the power consumed,
- Allow use of LADWP poles and land consistent with existing LADWP policies,
- Possible concierge services for the coordination of LADWP activities where additional costs associated with these coordination activities are paid as an additional cost.

The RFP is expected to allow access to certain LADWP infrastructure information under a restrictive Non-disclosure Agreement.

City Council approval is not required.

## **RECOMMENDATION**

It is recommended that the Board of Water and Power Commissioners (Board) adopt the attached Resolution authorizing the LADWP to participate in the RFP and any subsequent contract as described in the Resolution, with the return to the Board with contracts as required under existing governance policies.

## **ALTERNATIVES CONSIDERED**

The following alternatives to the proposed Resolution were considered:

1. Have LADWP build the competitive fiber network.

Alternative 1 is not a viable option as it would require LADWP to place billions of dollars at risk for a mission outside of the core mission of the Department. This alternative has been considered at a very high level has not been approved in multiple Strategic Reviews of the Fiber Optic Enterprise.

2. LADWP not participating in the RFP.

The goal of a ubiquitous high-speed fiber network throughout the City of LA has realized significant economic and quality of life benefits, benefits being realized in other cities that have installed these networks. These goals are difficult to achieve due to the cost and complexity of such projects. LADWP participation can provide certain incentives to help achieve this civic goal; without this participation, the ability to achieve this goal is diminished.

## **FINANCIAL INFORMATION**

There is no cost to LADWP to participate. Any services, the use of LADWP real estate, poles, and provision of power will be charged consistent with the existing policies and will assure that all LADWP costs are appropriately paid for; if the proposed wholesale rate for fiber is accepted for fiber in each zone with the minimum allowed under this rate, the income to Fiber Optic Enterprise is estimated to be a minimum of \$985,000 in year one to \$2,466,360 in year 10, for a total of \$ 16,771,248.

## **BACKGROUND**

CityLinkLA is a project led by the City of LA's ITA, with strong support of the Mayor and City Council, to seek an entity(s) to develop a high-speed fiber-optic based internet service City-wide (similar to Google fiber). The City of LA will release an RFP to select an entity (or entities as the RFP will divide the City of LA into four zones that can be bid individually). The RFP identifies the potential for LADWP involvement with the project in a number of ways:

1. Long-term Lease of Excess LADWP Fiber

The RFP would include the option for wholesale lease of fiber, and include charter-required language regarding price adjustments; it would indicate that a selected bidder would be eligible to lease the fiber from LADWP, subject to entry into an appropriate contract under the wholesale terms in Attachment A.

2. Right of First Refusal

The RFP asks bidders to submit proposals for Ethernet services to City of LA buildings. This service will be a primary service for buildings currently not served by LADWP, and a back-up for buildings that LADWP serves. LADWP, under the fiber purchase agreement, has a right of first refusal to serve these facilities. The RFP recognizes that LADWP has often waived that right as it is not able to serve all locations. LADWP does not object to the issuance of that RFP language, subject to LADWP rights of first refusal on a site-by-site basis.

3. Overlashing

For an entity that leases fiber under No. 1, LADWP will allow fiber to be added to existing strands (overlashing) to increase capacity available along certain runs. Any overlashing would be subject to an engineering determination that affected poles and cable can support the overlash.

4. Use of Streetlights

The RFP identifies that the winning bidder may enter into a contract with the City of LA, Bureau of Street Lighting (BSL) for use of street lights to support Wi-Fi devices at a rate that would include power required for Wi-Fi devices. An engineering evaluation by BSL will be performed to determine if the existing streetlight infrastructure can accommodate the proposed winning bidder(s) equipment. BSL will report nameplate electrical ratings and location of all authorized installed winning bidder(s) equipment to LADWP. BSL will be billed by LADWP for the energy used based on the 24/7 lighting rate schedule of LADWP's Rate Ordinance.

5. Land assets

LADWP will make land assets available for placement of nodes and central offices where space is available and useable for that purpose consistent with LADWP's own security and other requirements. The property would be available at a market rate and subject to standard contracting requirements. Staff is authorized to negotiate property leases for the CityLinkLA Project subject to the approval of the Board and City Council, if the terms of the licenses or leases are greater than five years.

6. Access to poles

LADWP will provide access to poles at regulated rates under its current policies. Consistent with past practices, where possible, it would reallocate space it owns to the communications space for lease to the winning bidder. LADWP will not oppose

the option of the winning bidder (like other communications providers) to join the Southern California Joint Pole Committee (Committee), or to lease pole access from other members of the Committee. LADWP will work with the successful bidder(s) to develop pole mounted equipment and metering schemes for equipment to facilitate rapid installation and to minimize the need for parkway mounted metering cabinets.

#### 7. Concierge and Streamlined Design Services

LADWP may provide “concierge” services where the applicant pays for coordination services and additional staffing (i.e., additional pole spotters and Service Planning support) and resources required to promptly process applications submitted in bulk; subject to approvals of applicable contract support and the Civil Service processes. LADWP will work with the successful bidder(s) to minimize the number of applications that need to be submitted.

#### 8. Non-disclosure Agreement

LADWP will cooperate with the City of LA in making information relevant to installation of a system or leasing facilities from LADWP available to potential bidders subject to appropriate non-disclosure agreements acceptable to LADWP counsel. Bidders may be provided limited access to view, without copying, detailed maps showing the location and the number of fibers available along particular runs, as well as the location of LADWP properties. As this information is confidential for infrastructure security reasons, access to this information would require that the bidder signs a Non-disclosure Agreement that also precludes the sharing of the information within the bidder organization for a competitive purpose other than this RFP.

### **ENVIRONMENTAL DETERMINATION**

In accordance with the California Environmental Quality Act (CEQA), it has been determined that the provisions above are exempt pursuant to the General Exemption described in CEQA Guidelines Sections 15061(b)(3). General Exemptions apply in situations where it can be seen with certainty that there is no potential that the activity in question may have a significant effect on the environment.

### **CITY ATTORNEY**

The Office of the City Attorney reviewed and approved the Resolution as to form and legality.

### **ATTACHMENTS**

- Attachment A – Whole Pricing Provisions for Fiber access
- Resolution

**ATTACHMENT A  
WHOLESALE PROVISIONS FOR LEASING OF LADWP FIBER**

Provider would be required to lease an entire buffer tube (12 fibers) at a minimum and lock in the pricing schedule for 10 years with price escalation beginning in year four, subject to the City Charter provision that LADWP can adjust the rate at its discretion in after Year five. The minimum charge initially would be \$1,200 per month per fiber mile for the 12 fibers. Up to two buffer tubes (24 fibers) would be guaranteed to be available for the provider's use at mutually agreed upon sites. Additional fibers would be available based on availability of LADWP fiber at particular locations.

The price per fiber mile would escalate using the following table:

Year	Charge/fiber strand mile
1	\$100
2	\$100
3	\$100
4	\$125
5	\$125
6	\$175
7	\$225
8	\$250
9	\$250
10	\$250

The following additional provisions apply:

- All fiber agreements would be for a minimum of 10 years.
- Minimum fiber counts between locations would be 12 fibers.
- No building entry fees would be charged.
- Non-recurring costs would be for fiber construction for the last mile which would vary depending on location. LADWP would charge for this at cost with no markup for profit.
- If feasible and desired by the provider, the last mile fiber construction may be undertaken by the provider by mutual agreement with LADWP.

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, CityLinkLA is a City-wide initiative, strongly supported by the Los Angeles City Mayor and the Los Angeles City Council (Council), led by the Los Angeles Information Technology Agency, designed to make high-speed fiber-optic based internet service (Broadband) available in all areas of Los Angeles at speeds comparable to other innovative communities around the world (Initiative);

**WHEREAS**, the Initiative is intended to: ensure that every home and business in Los Angeles can be served by an advanced communications network that will provide high-speed, high quality Broadband connection to the internet; ensure that areas of the City of Los Angeles (City) that are currently underserved are promptly served; ensure that the City is served by an open network, so no one is prevented or blocked from taking full advantage of the internet's capabilities; and ensure that every Angeleno can enjoy the benefits of Broadband, regardless of income or the area in which they reside; and

**WHEREAS**, the City will be releasing a Request for Proposal (RFP) this spring seeking internet service providers to provide a complete City Broadband build out to support the Initiative; and

**WHEREAS**, the estimated vendor costs for a build out will exceed \$5 billion, in order to entice vendors to respond to the City's RFP, the City is requesting support from the Los Angeles Department of Water and Power (LADWP) to provide the winning bidder or bidders an efficient process for the use of LADWP facilities for the placement of their system infrastructure for the Broadband network build out; and

**WHEREAS**, LADWP already has in place procedures for allowing third party entities to access LADWP's fiber optic infrastructure pursuant to the execution of a standard lease agreement, access to LADWP's distribution facilities pursuant to the execution of a standard license agreement, and use of LADWP land pursuant to the execution of a negotiated land lease, execution of any such agreement shall still require Board of Water and Power Commissioners (Board) approval, and if necessary, may be subject to Council approval; and

**WHEREAS**, LADWP recognizes the Initiative's importance, supports the promotion of better service to customers and the development of robust educational and economic opportunities throughout the City.

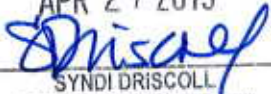
**NOW, THEREFORE, BE IT RESOLVED** that the Board directs LADWP to cooperate with the City, in a manner consistent with the discussions in the Board letter, all reliability rules, regulations and any applicable law, to help facilitate implementation of the City's Initiative.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of the resolution adopted by the Board of Water and Power Commissioners of the City of Los Angeles at its meeting held

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Secretary

APPROVED AS TO FORM AND LEGALITY  
MICHAEL N. FEUER, CITY ATTORNEY

APR 27 2015  
BY   
SYNDI DRISCOLL  
DEPUTY CITY ATTORNEY

REPORT OF GENERAL MANAGER

APPROVED

NO. 15-080

DATE April 15, 2015

APR 15 2015

BOARD OF RECREATION  
& PARK COMMISSIONERS

C.D. ALL

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: CONCEPTUAL APPROVAL FOR CITYLINKLA FIBER HUT PLACEMENTS ON PARKLAND

R. Adams	_____	V. Israel	_____
R. Barajas	_____	K. Regan	_____
H. Fujita	_____	N. Williams	_____

*Ramon Barajas*

General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Conceptually approve the use of Department of Recreation and Park's (RAP) Parkland for the placement of fiber huts as part of the CityLinkLA project; and
2. Conceptually approve the use of a CityLinkLA master lease agreement that will include terms relating to but not limited to price, placement and beautification of the fiber huts on Parkland.

SUMMARY:

The Mayor of the City of Los Angeles and City Councilmember Blumenfield, chair of the City Council's Innovation, Technology and General Services Committee are spearheading a City-wide Broadband Initiative entitled CityLinkLA.

CityLinkLA is a broadband initiative to bring gigabit Internet speeds to the City of Los Angeles and Wireless (WiFi) coverage in our developed areas. The City's Information Technology Agency (ITA) will release a Request for Proposal (RFP) this spring seeking Internet service carriers and new entrants to provide a complete City broadband build out that addresses the digital divide, includes a free component over fiber that will run to every home and significant WiFi deployment that includes free services.

The estimated vendor costs for a build out will exceed \$5 Billion; therefore, in order to determine what would entice vendors to respond to the City's RFP, the City released a Request for Information (RFI) last spring. Over 15 vendor responses requested an expedited building



## REPORT OF GENERAL MANAGER

PG. 2

NO. 15-080

permitting process and access to City facilities for placement of system infrastructure.

To ensure these two primary issues were addressed, a budget package was submitted at the request of the Mayor and supported by Councilman Blumenfield for a dedicated Digital Infrastructure Permitting Group to expedite permits, leases, and to provide a single point of contact to the winning vendor(s) to ensure a build out within 5 years. Also, various other City departments have been contacted to identify City property that is suitable for installing fiber huts. The fiber huts are roughly 24 feet by 14 feet and would be installed in approximately 70 different locations throughout the City. City departments have already identified 52 City locations where a master lease agreement could be provided to offer up this real estate at low out-of-pocket cost as negotiated by the City Administrative Officer, subject to the limitations imposed by the departments that have control over the assets.

The CityLinkLA team has worked with the RAP General Manager to identify 31 Parkland locations that could be suitable for fiber huts for the Board's review (See attached Exhibit A). Other City properties will be considered prior to Parkland where possible. RAP staff considered City location, park size, and available unobtrusive vacant space where there is no current or near term foreseeable construction for the selection. If the Board of RAP Commissioners approves the concept of using parks for installation of fiber huts in return for specified new gigabit Internet access capabilities, the CityLinkLA team would work with the RAP staff and attorneys to develop master lease agreements that include all of the Board's requirements and limitations and the identified Parkland locations would be listed in the RFP with the other City properties suitable for fiber huts. The CityLinkLA team is sensitive to the requirement that park benefits and purposes must be identified and addressed for each potential location. RAP staff has identified a number of park purposes and benefits that were discussed in depth at the April 1, 2015 Facilities Repair and Maintenance Commission Task Force meeting (See attached Exhibit A).

Because the RFP is asking the winning vendor(s) to build out a Citywide fiber network, the City will find it easier and more affordable to connect those unconnected park facilities like Fort MacArthur Museum, Harbor Golf Maintenance, and Point Fermin Maintenance as well as improve slow connections at Cabrillo Marine Aquarium, EXPO Center, and Venice Beach.

Separately, the winning vendor(s) will also be expected to provide a WiFi network. This may include bringing a free level of broadband Internet access to some or all of the Department's recreation centers and facilities, children's play areas, senior centers, golf courses, dog parks, skate parks, swimming pools and museums. If obtained, this free broadband Internet access could be utilized to support the Department's after school enrichment programs for children and teens including those music, dance, and athletic programs provided by the Department.

The final Parkland locations and installation conditions for the fiber huts and terms of the master

REPORT OF GENERAL MANAGER

PG. 3

NO. 15-080

lease agreements shall be brought back to the Board for final approval at a later date. California Environmental Quality Act (CEQA) analysis has not been performed because no project has been defined.

FISCAL IMPACT STATEMENT:

Approval of the recommendations will have no impact on the Department's General Fund.

Depending on the final lease terms, RAP could gain revenue and/or broadband and WiFi services at no or a reduced cost.

This report was prepared by Alex F. Yee, Director of Systems, Information Technology

**ATTACHMENTS ON FILE**

RESOLUTION NO. 9200

**RESOLUTION AUTHORIZING PARTICIPATION IN THE CITYWIDE  
MUNICIPAL WIFI INITIATIVE KNOWN AS CITYLINKLA FORMERLY KNOWN AS  
LOS ANGELES COMMUNITY BROADBAND NETWORK AND AUTHORIZING THE  
PRESIDENT AND CEO TO EXECUTE ANY AND ALL CONTRACTS AND  
DOCUMENTS REQUIRED FOR THE INITIATIVE**

**WHEREAS**, the Authority wishes to obtain broadband internet access for the Authority's residents by participating in the Municipal WIFI initiative CityLinkLA; and

**WHEREAS**, the City has asked the Authority to participate in the Municipal WIFI initiative by offering sites and locations that could potentially host major components of the broadband network; and

**WHEREAS**, these sites will be incorporated into the master list of available sites which will be included in the Request for Proposal ("RFP") issued by the City; and

**WHEREAS**, if any of the sites offered by the Authority are selected by the awarded bidder, the Authority would proceed to negotiate the terms of the lease; and

**WHEREAS**, this process could require seeking an easement from the US Dept. of Housing and Urban Development ("HUD"); and

**WHEREAS**, no funds are necessary to participate in this initiative.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners authorizes participation in the Citywide Municipal WIFI initiative known as CityLinkLa formerly known as Los Angeles Community Broadband Network and authorizes the President and CEO to execute any and all contracts and documents.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately.


APPROVED AS TO FORM:  
MICHAEL N. FEUER  
CITY ATTORNEY

BY:   
GENERAL COUNSEL

DATE 3-26-15

ADOPTED: **MAR 26 2015**

HOUSING AUTHORITY OF THE  
CITY OF LOS ANGELES

BY:   
CHAIRPERSON

**Metro**

Los Angeles County  
Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012-2952

213.922.2000 Tel  
metro.net

**EXECUTIVE MANAGEMENT COMMITTEE  
APRIL 16, 2015**

**SUBJECT: CITYLINKLA REQUEST FOR PROPOSAL**

**ACTION: APPROVE METRO PARTICIPATION**

**RECOMMENDATION**

Approve Metro to participate in the City of Los Angeles Community Broadband Network RFP (also known as CityLinkLA.)

**ISSUE**

Metro has an opportunity to participate in a customer-facing technology project sponsored by the City of Los Angeles. The City's Information Technology Agency has formally requested Metro's participation (see Attachment A) which may require pledging limited use of Metro Assets in exchange for a like-kind value of Internet-based technology services to Metro.

**DISCUSSION**

Through several Board Motions since 2013, Metro's Directors have encouraged the use of technology to improve the customer experience. Various projects and initiatives are underway along this theme. These efforts have focused in areas such as multimodal integration, transit station of the future, smart trip planning and next generation fare payments. These areas are exploring solutions and technologies like interactive information kiosks, Wi-Fi on buses and trains, mobile ticketing, proximity awareness/concierge services and open data initiatives. A progress report on using technology and innovation to improve the customer experience is provided to the Executive Management Committee on a quarterly basis.

The CityLinkLA project seeks to provide fiber to every residence and Wi-Fi in all developed areas in Los Angeles. Participation in this project has the potential to advance Metro's initiatives cited above by leveraging the fiber and Wi-Fi technology to be expanded in the City of Los Angeles.

To help accomplish this goal, the City will make available various assets including their facilities and space on poles for a vendor to install their communications equipment. Metro can participate by providing available assets on its properties such as bus, rail and other facilities; as well as excess capacity on its fiber optics communications systems.

In return Metro is looking to benefit from negotiating access to in-kind services/assets such as: fiber connectivity to locations like bus divisions and other Metro properties that do not already have fiber but rather rely on leased circuits from the telecom carriers; run additional fiber through conduits in MTA rights of way to increase capacity, where needed; and/or provide free or highly discounted services such as Wi-Fi on selected buses and/or light rail trains. Whatever services Metro receives would be evaluated to ensure they are equivalent in value for the assets provided.

This recommendation is strictly to allow Metro to participate in the City's RFP process to determine whether any such deal is feasible. Metro's portion of the RFP will be written as an option. If after evaluating the proposals it is determined that there are attractive options that will benefit Metro, staff will come back to the Board to seek approval of the deal.

**DETERMINATION OF SAFETY IMPACT**

At this point no construction work is being done, therefore there is no impact on safety.

**FINANCIAL IMPACT**

At this stage, there is no financial impact. The staff time needed to review materials and provide information will be absorbed within Metro's labor budget.

**Impact to Budget**

There is no impact to the budget at this point.

**NEXT STEPS**

If approved, staff will finalize the potential assets that Metro could contribute and identify what Metro would want in return out of the resulting contract(s). The Request for Proposal is slated to be issued by the City of Los Angeles in the end of April 2015, with responses due back in the July 2015 timeframe.

**ATTACHMENT A**

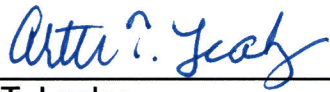
A. Letter from City of Los Angeles ITA to Metro

Prepared by: Joe Giba, Deputy Chief Information Officer  
(213) 922-3450



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David C. Edwards  
Chief Information Officer



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Arthur T. Leahy  
Chief Executive Officer



**STEVE RENEKER  
GENERAL MANAGER  
CHIEF TECHNOLOGY OFFICER**

**MARK P. WOLF  
EXECUTIVE OFFICER**  
**ASSISTANT GENERAL MANAGERS**  
TED M. ROSS  
GREG R. STODDARD

**CITY OF LOS ANGELES  
CALIFORNIA**



**ERIC GARCETTI  
MAYOR**

**INFORMATION TECHNOLOGY  
AGENCY**

ROOM 1400, CITY HALL EAST  
200 NORTH MAIN STREET  
LOS ANGELES, CA 90012  
(213) 978-3311  
FAX (213) 978-3310

ITA.LACITY.ORG

March 18, 2015

REF: EXE-034-15

Dave Edwards, Chief Information Officer  
Metro Headquarters  
One Gateway Plaza, MS: 99-5-1  
Los Angeles, CA 90012

**Subject: CITYLINKLA REQUEST FOR PROPOSAL**

Dear Mr. Edwards:

CityLinkLA is a broadband effort to make the City of Los Angeles the next gigabit community. Mayor Eric Garcetti and Councilman Bob Blumenfield are sponsoring a Request for Proposal (RFP) to be released in April. The RFP provides incentives for the selected vendor to do business in Los Angeles, the second largest City in the United States and invest \$5B in an effort to grow their broadband business. The goal is to provide fiber to every residence and WiFi in all developed areas.

The City of Los Angeles would like to request the assistance of the Metropolitan Transportation Authority (MTA) in the identification of assets that could be used for the construction of a fiber distribution building (approximately 24'x14') and gain access to available fiber or conduit along your rail lines. City departments are doing the same activity in an effort to find 200 facilities throughout the City suited for this purpose that would ease permits, approvals and lease rates. The City is considering offering a master lease agreement for all facilities at a discount if approved by the City Council. The CityLinkLA project would be greatly enhanced if the MTA can identify geographically dispersed assets that might be available for this project. In order to have the assets as part of this effort, a list of all addresses or GPS coordinates would be needed by the end of March.

MTA assets and desired benefits will be written as an option in the RFP. Before any contracts involving MTA assets are consummated, MTA will have an opportunity to evaluate the estimated benefits to be derived from this project to ensure they are equal to or greater than the value of the MTA assets that would need to be contributed.

The City anticipates processing the RFP responses in July. Best, Best & Kreiger (BBK) will work with our City Administrative Officer to determine negotiating points. To the extent that available assets from the Metropolitan Transportation Authority are eligible, this office or BBK will reach out to determine specific interests of the MTA for fiber or



AN EQUAL EMPLOYMENT OPPORTUNITY – AFFIRMATIVE ACTION EMPLOYER



Dave Edwards  
March 18, 2015  
Page 2

WiFi that may be able to be negotiated for in-kind access to facilities or perhaps as an anchor tenant to the proposed network for either facilities or your transportation fleet if there is interest.

Your consideration is greatly appreciated and we look forward to working with you on this exciting project.

Sincerely,



Steve Reneker  
General Manager of the Information Technology Agency  
Chief Technology Officer for the City of Los Angeles

cc: Peter Marx, Mayor's Office  
Gail Karish, Best, Best & Kreiger

**MEMBERS OF THE BOARD**

**DR. RICHARD A. VLADOVIC, PRESIDENT**  
**TAMAR GALATZAN**  
**MÓNICA GARCÍA**  
**BENNETT KAYSER**  
**DR. GEORGE J. MCKENNA III**  
**MÓNICA RATLIFF**  
**STEVEN ZIMMER**



**LOS ANGELES UNIFIED SCHOOL DISTRICT**

**Administrative Office**  
**333 South Beaudry Avenue, 24<sup>th</sup> Floor**  
**Los Angeles, California 90017**  
**Telephone: (213) 241-7000**  
**Fax: (213) 241-8442**

**RAY CORTINES**  
**SUPERINTENDENT OF SCHOOLS**

**MATT HILL**  
**CHIEF STRATEGY OFFICER**

March 13, 2015

Steve Reneker  
General Manager of the Information Technology Agency  
Chief Technology Officer for the City of Los Angeles  
City of Los Angeles  
200 N. Main Street, 14<sup>th</sup> Floor  
Los Angeles, CA 90012

**Subject: LAUSD Support of Citywide Wireless Internet Infrastructure (WiFi)**

Dear Steve:

We are pleased to inform you of LAUSD's support for the City's Request for Proposal (RFP) to secure a citywide WiFi infrastructure. Wireless connectivity will significantly enhance the quality of life for millions of families, including the over 630,000 youngsters we proudly serve every day. Connecting our students to digital content via the internet must transcend the classroom and school site to include anytime/anywhere access for our students and their families throughout the City of Los Angeles.

LAUSD believes in active engagement of families as another vital contributor to our student's achievement. A citywide wireless infrastructure would significantly advance interaction between parents, students, teachers, and family support services. For example, Parent/Guardian access to their child's learning through online dashboards which display attendance, assignment status and test results is just one illustration of the many connections our families are unable to make today. A citywide wireless network will change that, resulting in easier access to valuable resources, student information and increased opportunities to interact with teachers, counselors and other community members.

We believe citywide wireless access opens the virtual door to a tremendous opportunity for our students beyond the connected device in the classroom, to include an extension of learning virtually anytime and anywhere across the city. The City's wireless initiative will close the gap between the school and home – resulting in seamless connectivity to learning, teaching, and parent interaction contributing directly to advance our youngsters chances to thrive and achieve.

Best regards,

**Matt Hill**  
Chief Strategy Officer  
Los Angeles Unified School District

- c: Ramon Cortines, LAUSD Superintendent
- Michelle King, Chief Deputy Superintendent, LAUSD
- Ruth Perez, Deputy Superintendent, Office of Curriculum, Instruction & School Support, LAUSD
- Thelma Melendez, Chief Executive Officer, Educational Services, LAUSD
- Mark Hovatter, Chief Facilities Executive, LAUSD

**ATTACHMENT H  
LADWP HUB SITE LOCATIONS**

**22219 Victory Boulevard**

**6532 Variel Avenue**

**18821 Parthenia Street**

**16923 Nordhoff Street**

**14640 Nordhoff Street**

**6000 Wilbur Avenue**

**12390 Van Nuys Boulevard**

**7240 Valmont Street**

**5500 Laurel Canyon Blvd**

**5740 Whitnall Highway**

**15850 Mulholland Drive**

**936 North Poinsettia Place**

**1007 Vine Street**

**1575 Hillhurst Avenue**

**2625 Fletcher Drive**

**1840 South Centinela Ave**

**7810 Talbert Street**

**8401 Isis Avenue**

**12700 Vista del Mar**

**3030 South Canfield Avenue**

**5950 Venice Boulevard**

**3316 West 60th Street**

**9916 Clovis Avenue**

**9615 South Central Avenue**

**560 South Wall Street**

**1506 De La Torre Way**

## TEMPORARY ACCESS LICENSE AGREEMENT

The City of Los Angeles, a municipal corporation, acting by and through its [INSERT NAME OF DEPARTMENT] ("Licensor") hereby grants to [INSERT NAME OF VENDOR], a [INSERT TYPE AND LEGAL ENTITY AND JURISDICTION WHERE FORMED], as licensee ("Licensee") a temporary and non-exclusive license to enter onto and inspect portions of the real property more particularly shown and outlined on the diagram attached hereto as Exhibit A and incorporated herein by this references ("Premises"), owned by Licensor, for the limited purposes set forth below. The term Licensee shall include Licensee's employees, contractors, subcontractors and consultants.

THE FOREGOING PERMISSION is given upon and subject to the following provisions and conditions:

1. **Term and Use.** The term of this license shall begin on [INSERT DATE AND TIME] and shall end not later than [INSERT DATE AND TIME] ("Term"). Licensee may enter onto the Premises during the Term for the sole purpose of inspecting the Premises in connection with preparing a possible proposal in response to the CityLinkLA RFP # \_\_\_\_\_. This license does not grant permission to Licensee to enter any other property.
2. **Revocation of License.** This License may be revoked by Licensor at any time at Licensor's sole and absolute discretion.
3. **Waiver of damages.** Licensee hereby assumes all risk of injury, loss, or damage which may result from any defective condition of the Premises or which may otherwise arise by reason of the use of Licensor's property pursuant to this agreement and releases and discharges Licensor from any claims therefore. The Premises must be left in the same condition in which it was found, and Licensee must remove all tools, equipment and other property it brings onto the Premises at the end of each business day during the Term. Licensor has no responsibility for securing or otherwise storing such equipment, and may treat the same as abandoned if not removed in a timely manner.
4. **Indemnification and Hold Harmless.**  
Licensee on behalf of itself and its successors, assigns, contractors, subcontractors and consultants undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the [INSERT NAMES OF DEPARTMENT AND ANY GOVERNING BOARDS] of the City of Los Angeles, and all of their officers, agents, successors in interest, assigns, and employees (individually and collectively, "Indemnitees"), and at the option of the City Attorney's Office, defend by counsel satisfactory to the City Attorney's Office, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages (including consequential, incidental, or indirect), demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever (including but not limited to costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties and fines arising from the

violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs) that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including Licensee's employees and agents, or damage or destruction or loss of use of any property of either Party hereto, or third persons in any manner arising by reason of or connected in any manner with the acts, errors, omissions to act, willful misconduct, or nonperformance or breach by Licensee of any term and/or condition of this agreement, incident to the presence upon or performance of activities by Licensee or its personnel with respect to the Premises covered under this license, on the part of the Licensee, or the Licensee's officers, agents, employees, or contractors of any tier, regardless of any negligence on the part of Indemnitees, except for the active negligence or willful misconduct of the Licensor. This indemnity shall apply whether occurring during the term of this license and any time thereafter, and shall be in addition to any other rights or remedies which Indemnitees have under law or under this license.

5. **Insurance.** Licensee shall provide evidence of General liability insurance having dollar limits of not less than \$ 1,000,000 per occurrence in a form satisfactory to City Attorney.
6. **Limitation.** This Right of Entry does not confer any authority on Licensee to engage in any prohibited or regulated activity. Any other approvals, permits, or license required by law or regulation must still be obtained from the proper agencies. Any violation of this provision may cause revocation of this permit.
7. **Other Conditions.**
  - a. Licensee maintains the premises in good condition.
  - b. Licensee shall not permit to be placed against the premises, or any part thereof, any design professionals', mechanics', materialmen's contractors' or subcontractors' liens with regard to any actions upon the premises pursuant to this Agreement. Licensee agrees to hold City harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which may be filed against the premises.
  - c. For any particular location, City may, at its discretion, require Licensee to be accompanied by persons of its choosing or may limit access to portions of a building for security, safety reasons, or to prevent interference with City business. Any person provided access may be required to provide proof of identity and such other information as the City may consider necessary to ensure the security of the premises. To the extent that the inspection may require entry near or onto facilities (such as towers or other structures), City may require proof that the person conducting the inspection is qualified to do so, has appropriate safety gear, and

require execution of additional releases and indemnities as it considered appropriate.

d. Licensee shall provide an address, telephone number and email address of a person who may be contacted regarding entry onto City property. Visits to City property must be scheduled in advance by contacting [INSERT NAME, ADDRESS/TELEPHONE NUMBER], and as part of any request, Licensee may be required to identify the persons who will be inspecting the building, and the activities expected in connection with the inspection.

8. **No Interest in Real Property.** Licensee hereby acknowledges that this agreement is a revocable, non-exclusive license only and does not constitute a lease of any interest in real property.

9. **Notices.** All notices from one party to the other given pursuant to the terms of this license shall be in writing and shall be deemed to have been fully given when deposited in the United States mail, certified or registered, postage prepaid, and addressed to Licensee or Licensor at the addresses respectively specified below or to such other place as Licensee or Licensor may from time to time designate in a written notice to the other; or, in the case of Licensor delivered to Licensee at the Premises or at any place where Licensee or any agent of employee of Licensee may be found. Licensee hereby agrees that service of notice in accordance with the terms of this license shall be in lieu of the methods of service specified in Section 1161 of the California Code of Civil Procedure. The provisions of subdivision (a) of Section 1013 of the California Code of Civil Procedure, extending the time within which a right may be exercised or an act may be done, shall not apply to a notice given pursuant to this license.

a. **Notice to Licensor:**

[INSERT LICENSOR CONTACT FOR NOTICE]

b. **Notice to Licensee:**

[INSERT LICENSEE CONTACT FOR NOTICE]

c. Licensee shall notify Licensor of any changes in Licensee's mailing address and daytime telephone number within 5 days of such changes.

Date: \_\_\_\_\_

**LICENSOR:**

CITY OF LOS ANGELES, acting by and through its  
[INSERT NAME OF DEPARTMENT]

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**LICENSEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

DRAFT



## CONFIDENTIALITY AGREEMENT

Between

CITY OF LOS ANGELES

Acting by and through the

**[DEPARTMENT OR BUREAU SIGNING]**

And

**[insert vendor name here]**1. PARTIES:

The parties to this Agreement are the City of Los Angeles acting by and through the **[insert name of Department or Bureau signing here]**(“City”), a **[Department or Bureau]** of the City of Los Angeles established pursuant to the Los Angeles City Charter, and **[insert vendor name here]**.

2. RECITALS:

**[insert vendor name here]** has registered on LABAVN to obtain a copy of the CityLinkLA RFP and is preparing a possible response to such RFP. The CityLinkLA RFP describes in general terms certain City infrastructure that may be available for use by one or more vendors who are awarded contracts pursuant to the CityLinkLA RFP. City has proprietary and sensitive information concerning this City infrastructure which is not customarily in the public domain and which City is willing to make available to those vendors who are preparing possible responses to the CityLinkLA RFP who sign this confidentiality agreement. **[insert vendor name here]** recognizes that information disclosed by City pursuant to this confidentiality agreement will be proprietary and sensitive information concerning City infrastructure which is

not customarily in the public domain and which may only be used by **[insert vendor name here]** for the purpose of preparing its possible response to the CityLink LA RFP. Further, **[insert vendor name here]** acknowledges and agrees that the confidentiality of this information must be maintained. It is the intent of the parties to this Agreement to fully maintain the confidentiality of such information .

3. DEFINITIONS:

(a) The term “Agreement” means this confidentiality agreement between the [City] and **[insert vendor name here]**;

(b) “Confidential Information” means information designated as confidential by the City and made available to **[insert vendor name here]** in connection with its evaluation of the CityLinkLA RFP by City, its directors, officers, employees, agents or representatives, including, without limitation, its attorneys, accountants, consultants and advisors. The information will remain the property of the City. Confidential Information shall not include information which (i) at the time of disclosure is within the public domain through no breach of this Agreement by **[insert vendor name here]**; (ii) has been, known or independently developed by and is currently in the possession of **[insert vendor name here]** prior to disclosure hereunder, (iii) was or is acquired by **[insert vendor name here]** from a third party who did not to the **[insert vendor name here]** knowledge breach an obligation of confidentiality by disclosing it to either party or (iv) is required to be disclosed to comply with any applicable law, order, regulation or ruling or other legal requirement, including but not limited to, oral questions, discovery requests, subpoenas, civil investigations or similar processes; provided, however, **[insert vendor name here]** shall give timely notice of any such disclosure pursuant to these Sections.

Both parties recognize that the City of Los Angeles is subject to the California Public Records Act and the Ralph M. Brown Act.

4. PERMITTED USE OF CONFIDENTIAL INFORMATION:

Information will be made available to **[insert vendor name here]** for review upon request to City, and subject to such reasonable conditions on access as City may prescribe. Information may not be copied without the express permission of City. **[insert vendor name here]** may disclose such Confidential Information to those representatives (as defined above) of **[insert vendor name here]** with a need to know such Confidential Information for purposes of this Agreement. Such Confidential Information will not be used for any purpose other than evaluating and responding to the CityLinkLA RFP referred to above. **[insert vendor name here]** shall take reasonable care to prevent its representatives from prohibited or unauthorized disclosure of the Confidential Information. **[insert vendor name here]** may be required to disclose the identity (including job responsibilities) of persons to whom information will be disclosed in advance of disclosure, and the City may limit disclosure to persons where disclosure is likely to cause harm to City, or would otherwise violate applicable law.

5. NO DISCLOSURE:

**[insert vendor name here]** agrees not to disclose to any other person, other than its representatives as defined above, that the Confidential Information has been made available.

6. NOTIFICATION OF DISCLOSURE:

**[insert vendor name here]** shall promptly notify City of any intended or unintended unauthorized disclosure or use of any Confidential Information by any of its representatives. If a third party has requested or required **[insert vendor name here]**, pursuant to any applicable law,

order, regulation or ruling, discovery request, subpoena, or similar process to disclose any of the Confidential Information, **[insert vendor name here]** shall provide prompt written notice to City of such request or requirement so that City can seek a protective order or other appropriate remedy concerning such disclosure.

7. RETURN OF CONFIDENTIAL INFORMATION:

At any time upon the specific request of City **[insert vendor name here]** shall promptly return the Confidential Information as defined herein (provided, however, **[insert vendor name here]** shall be permitted to redact its own analyses, compilations or other material) and **[insert vendor name here]**'s confidentiality obligations hereunder shall continue thereafter for the term of this Agreement.

8. DISCLAIMER OF ACCURACY, COMPLETENESS:

**[insert vendor name here]** acknowledges that although City has endeavored to include in the Confidential Information those materials that are believed to be reliable and relevant for the purpose of evaluation, City nor its representatives make any representation or warranty as to the accuracy or completeness of the Confidential Information. **[insert vendor name here]** agrees that neither City, nor its representatives, shall have any liability to **[insert vendor name here]** or its representatives as a result of or use of the Confidential Information.

9. NO OBLIGATION TO PROCEED:

The City and **[insert vendor name here]** expressly acknowledge that this Agreement is not to be construed as a letter of intent or any kind of commitment of **[insert vendor name here]** to submit a response to the CityLinkLA RFP or for either party to enter into any transaction regardless of whether **[insert vendor name here]** is selected as a winning vendor of the

CityLinkLA RPF . **[insert vendor name here]** further acknowledges that any expenses it may incur in evaluating the Confidential Information in connection with the CityLinkLA RFP will be its sole responsibility.

10. NO LICENSE RIGHTS:

Supplying of Confidential Information shall not be considered to provide any license or proprietary rights, including any implied patent license.

11. REMEDIES:

If **[insert vendor name here]**, inadvertently or otherwise, makes an unauthorized disclosure of the Confidential Information to a third party, **[insert vendor name here]** shall promptly take reasonable action to recover the improperly disclosed Confidential Information, execute a retroactive protective agreement with the unauthorized third party if practicable and promptly notify City and will use reasonable efforts to provide complete information about the unauthorized disclosure and the corrective measures being taken. The parties agree that monetary damages are inadequate for any material breach involving an unauthorized disclosure . If City reasonably believes, based on the facts, it will suffer material harm from the unauthorized disclosure and the corrective measures being taken by **[insert vendor name here]** are inadequate to mitigate this harm, the parties agree City shall be entitled to prompt injunctive relief. Both parties' other legal and equitable remedies and defenses remain unchanged by this provision.

12. GOVERNING LAW:

This Agreement was made and entered into in the City of Los Angeles and shall be governed by, interpreted and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflict of law principles.

13. VENUE:

All litigation arising out of, or relating to this Agreement, shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non conveniens.

14. COMPLETE AGREEMENT:

The agreement contains the entire agreement and understanding concerning the subject matter hereof between the parties hereto. This Agreement may not be modified or amended, except by a writing signed by both parties hereto. This Agreement shall be effective on the date signed by the later of City or **[insert vendor name here]**.

15. WAIVER, TERMINATION OR DISCHARGE:

No waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party hereto unless confirmed in writing. No waiver by either party hereto of any term or provision of this Agreement or of any default hereunder shall affect such parties' rights thereafter to enforce such term or provision to exercise any right or remedy in the event of any other default, whether or not similar.

16. ASSIGNMENT:

Neither **[insert vendor name here]** nor City may assign any right, matter or thing, referenced by this Agreement, in whole or in part, without the prior written consent of the other party and any attempt to so assign or transfer which is not in accordance herewith shall be null and void and of no force or effect.

17. SUCCESSOR AND ASSIGNS:

This Agreement shall be binding on both City and **[insert vendor name here]** and their successors and permitted assigns.

18. SEVERABILITY:

If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provisions had not been contained herein.

19. REPRESENTATION:

**[insert vendor name here]** acknowledges and agrees that it has had the opportunity to consult with legal counsel of its choice prior to the execution of this Agreement. For purposes of this Agreement, each party hereby waives any rule of construction that requires that ambiguities in this Agreement be construed against the drafter.

20. TERM:

The term of this Agreement shall be for a period of three (3) years from the effective date.

21. NOTICES.

Notices required under this Agreement to City, and requests for access to information from the [DEPARTMENT OR BUREAU] shall be submitted in writing by U.S. Postal Service Certified Mail or hand delivery (or in such other manner as the parties may agree) to:

[CONTACT FOR CITY]

Notices required under this Agreement to [VENDOR] shall be submitted in writing by

U.S. Postal Service Certified Mail or hand delivery (or in such other manner as the parties may agree) to:

[CONTACT FOR VENDOR]

IN WITNESS HERETO, the parties hereto have caused their duly authorized representatives to execute this Agreement.

Date: \_\_\_\_\_

CITY OF LOS ANGELES acting by and through the  
[DEPARTMENT OR BUREAU]

By: \_\_\_\_\_

Its: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[INSERT VENDER NAME]

By: \_\_\_\_\_

Its: \_\_\_\_\_

Title: \_\_\_\_\_



**Master Permit for Attachment of Communication Equipment to  
The City of Los Angeles Street Lighting Poles**

This Permit for attachment of Communication Equipment to the City of Los Angeles' street lighting poles between \_\_\_\_\_ (Applicant) and the Bureau of Street Lighting (BSL) is to establish and govern the provisions and procedures in regard to the locations reported for communication equipment.

All attachments must comply with the set policies approved by the City of Los Angeles City Council, "Policy, Specifications and Procedures for Communication Installations on Street Lighting Poles" (see Attachment A). Any deviations from the requirements of Attachment A shall be approved on a case by case basis in the Site Permit Application. Applicant is responsible for the attachment of their equipment. All installation is to be in compliance with all traffic laws and restrictions. Work that impedes traffic lanes shall not be completed between the hours of 7:00 to 9:00 am and 3:30 to 6:00 pm. At all other times throughout the term of this Permit, and at no additional charge to Applicant, Applicant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Equipment (as defined below) and any utilities serving the Premises.

In consideration of the terms and covenants contained herein, the Applicant and BSL defined above agree as follows:

1. Master Permit – This Permit sets forth the basic terms and conditions upon which space for Communication Equipment is leased by BSL to the Applicant. Upon the parties agreement as to the particular terms of any such permit, the parties shall execute and attach hereto a completed Site Permit. In the event of a discrepancy or inconsistency between the terms and conditions of a Site Permit and the terms and conditions of this Permit, the terms and conditions of this Permit shall govern and control unless specifically stated otherwise in the terms of a Site Permit.

If Applicant desires to install Communication Equipment to the City of Los Angeles' street lighting poles, Applicant shall submit to BSL (1) a written Site Permit Application in the form attached hereto as Attachment D; and (2) a complete Site Permit.

Each Site Permit Application shall also include working sketches and such other information as BSL may reasonably request. BSL shall process and respond to each Site Permit Application within thirty (30) days after receipt thereof. In the event that BSL gives its written consent to any Site permit Application and enters into a Site Permit, Applicant shall locate its facilities in accordance with (a) the Site Permit Application therefore, (b) any conditions or qualifications set forth in the Site Permit, and (c) the provisions of this Permit.

2. Applicant's Communication Equipment – Applicant's equipment that is subject of this Permit is to be identified in the Site Permit Application (Communication Equipment). If requested by BSL, Applicant must provide BSL with the manufacturer's documentation on equipment rating and other reasonable information necessary for the BSL to determine applicability of this permit prior to installation of equipment.
3. Equipment – In the event a pole with mounted communications equipment is required to be removed, the cost and physical relocation of Applicant's equipment are the sole responsibility of the Applicant. The Applicant will have thirty (30) days from notification by the BSL to remove the equipment. Applicant may thereafter relocate the equipment onto the new streetlight replacement pole or an available adjacent pole as identified by BSL and approved by Applicant. Notwithstanding the foregoing, in case of emergency, as defined by the BSL, Applicant will remove the equipment within 48 hours from notification by the BSL. Applicant may thereafter relocate the equipment onto the new streetlight replacement pole or an available pole as identified by BSL and approved by Applicant as soon as reasonably practicable under the circumstances.
4. Damage Repair – Repair of any damage caused by Applicant or its agents to the streetlight or its equipment during installation of the equipment shall be the responsibility of the Applicant. No costs for such damages shall accrue to the Bureau of Street Lighting.
5. Locations – The Bureau has the right to refuse installation on any streetlight based on safety or aesthetic reasons. The Bureau has the right to order the removal, upon reasonable written notice to Applicant, (which notice period shall be no less than (30) days), of any existing equipment for safety, or interference with the operation of the streetlight or other equipment within the vicinity, unless the issue is resolved within such reasonable notice period.
6. Term – The Initial Term of each particular Site Permit shall be for five (5) years commencing on the date specified in each Site Permit or, if no date specified, the Commencement Date shall be based on the date which is the earlier of (the "Commencement Date"): (i) the date Applicant commences construction of its Communication Equipment or (ii) one hundred and twenty (120) days after the execution of the Site Permit by both BSL and Applicant, and terminates on the day before the fifth (5<sup>th</sup>) annual anniversary of the Commencement Date. In the event the date of commencement of construction is determinative and such date falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Commencement Date shall be the 1<sup>st</sup> of that month and if such date falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Commencement Date shall be the 1<sup>st</sup> day of the following month. BSL and Applicant agree that they shall acknowledge in writing the Commencement Date in the event the Commencement Date is based upon the date Applicant commences construction of the Communications Equipment on the Premises. In the event the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required. BSL and Applicant acknowledge and agree that initial rental payment(s) shall not actually be sent by Applicant until thirty (30) days after the Commencement Date or after a written acknowledgement confirming the

Commencement Date, if such an acknowledgement is required. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and no written acknowledgement confirming the Commencement Date is required, Applicant shall send to the BSL the rental payments for January 1 and February 1 by February 1, and if the Commencement Date is January 1 and a required written acknowledgement confirming the Commencement Date is dated January 14, Applicant shall send to the BSL the rental payments for January 1 and February 1 by February 13. Provided the Permit is not in default, the Site Permit shall automatically renew for four (4) additional successive terms of five (5) years, commencing upon the expiration of the Initial Term, unless Applicant notifies BSL in writing of its intention not to renew ninety (90) days prior to the expiration of the existing term.

7. Interference Testing – Radio equipment that is operated in the unlicensed spectrum has potential to interfere with other applications and equipment in the nearby vicinity. Therefore, BSL reserves the right to require that equipment be tested by an independent third party satisfactory to both Applicant and BSL at the applicant’s expense if interference is detected.
8. Energy Usage – The total electrical load per attachment will be calculated by the Bureau of Street Lighting using name plate data. Applicants should be aware that the amount available may be limited at certain locations. Energy use for each piece of equipment will be billed in accordance with the Department of Water and Power (DWP), Street and Highway Lighting Service, Schedule LS-3. This price will be adjusted annually as impacted by the various surcharges in the rate.
9. Compensation, Invoicing and Payment –
  - a. Payments – Applicant will be responsible for the annual payment costs of \$742 per location associated with the attachment of this equipment to the City’s street lighting poles. These costs shall be adjusted 3% on an annual basis.
  - b. Invoicing – Applicant shall be invoiced annually. All invoices forwarded for payment to the applicant will be due in thirty (30) days from submittal. Any invoice delinquent after sixty (60) days upon receipt of invoice shall be delinquent and late penalties of \$25 will be included for every seven (7) calendar days in arrears. Delinquency of any payment following ten (10) days prior written notice will be grounds for termination of this contract.
10. Annual Inspection and Required Insurance – At BSL’s request, the Applicant shall submit an annual inspection report to the Bureau of Street Lighting to verify that all units have been inspected and are securely attached to the streetlights. In addition, the applicant must submit verification of a valid insurance policy as reasonably required by the City’s risk manager insurance requirements.
11. Auditing – Auditing may be conducted by BSL at its sole discretion. An audit may be conducted by the BSL or by an independent auditor selected by the BSL. The Applicant may be responsible for the reasonable cost of the audit, if audit findings (as proven by an on-site inspection by Applicant) determine inventory inaccuracies in BSL’s favor (i.e.

more rent would have been due but for the inaccuracies). Upon ten (10) days prior written notice, Applicant will provide access to the equipment and provide assistance to the BSL and its auditor to accomplish the audit, including, without limitation, identifying, locating and accessing the equipment. If inventory inaccuracies are discovered, the BSL shall have the right to collect all reasonable costs associated with any additional work, including but not limited to, field verification, auditing of devices, bench testing, and field amp reads.

12. Regulatory Standards – The equipment subject to this Permit shall be installed, maintained and operated in accordance with all design standard and requirements of the specifications and with all applicable laws, rules and regulations by any governmental authority with jurisdiction, including General Order 95. Applicant shall be responsible to correct all identified violations of laws and all identified deviations from the BSL reasonable standards. Where the BSL makes corrections as provided below, the Applicant shall be responsible for all reasonable costs for the BSL to remedy any notices of violation or infractions imposed on the BSL as a result of the Applicant installation or operation of the equipment. Except when otherwise required by law or in the event that the BSL determines that the violation, deviation, or infraction caused by the equipment poses a threat to the public or worker(s) or that the installed equipment adversely impacts service reliability, or the safe operation of the BSL facilities, prior to the applicant remedying such violation, deviation or infraction, the BSL will give the Applicant written notice and the opportunity to remedy the same. If the Applicant fails to correct the violation, deviation or infraction within thirty (30) days of such notice, the BSL may, but shall not be obligated to, remedy such violation, deviation or infraction.
13. Revocation of Permit – This permit shall remain in effect until terminated. This permit may be terminated upon thirty (30) days prior written notice and the completion of the removal of Applicant’s equipment: a) by Applicant, which shall result in termination of service; or b) by BSL upon Applicant’s default of any of the stated terms, covenants, conditions and provisions of this Permit, or the license or pole use permit for such equipment or non conformance with Applicants other applicable tariffs. Any notice of termination of this permit for default shall specify the nature of the default. Applicant may utilize thirty (30) days to cure plus, such additional time as is approved in writing by the BSL, which approval shall not be unreasonably withheld, conditioned or delayed.
14. Written Notification – All notices required herein shall be given in writing and delivered personally by United States Postal Service, or other nationally recognized courier service, to the appropriate address below. Addresses may be changed by the BSL or Applicant as business needs change.

If to Applicant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to BSL: Bureau of Street Lighting  
Community Services Division  
1149 S Broadway, Suite 200  
Los Angeles, CA 90015

15. Confidentiality – Neither party shall disclose any confidential information obtained pursuant to this permit to any third party, including any affiliates of Applicant, without the express prior written consent of the other party except as required or permitted by law. As used herein, the term “Confidential Information” means proprietary business, financial and commercial information pertaining to the BSL.
16. Indemnification of BSL – To the fullest extent permitted by law, Applicant shall indemnify, defend and hold harmless the City of Los Angeles, Bureau of Street Lighting from and against any and all claims, actions, suites, proceedings, losses, liabilities, penalties, fines, damages, costs or expenses, including without limitation reasonable attorneys’ fees resulting from (a) any breach of the representations, warranties, covenants and obligations of Applicant under this Permit or (b) any act or omission of Applicant, whether based upon Applicant’s negligence, strict liability or otherwise, in connection with the performance of this permit. This indemnification obligation shall not apply to the extent that such injury, lost or damage is caused by the BSL’s negligence or willful misconduct. BSL shall indemnify and hold Applicant harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of BSL, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the Applicant, or its employees, contractors or agents.
17. Defense of Claim – If any claim is brought against the indemnified parties, the indemnifying party shall assume the defense of such claims, with counsel reasonably acceptable to the indemnified parties.
18. Survival – Applicants obligations to indemnify the indemnified parties shall survive the expiration or termination of this agreement.
19. Assignment – This Master Permit, and any Site Permit, may be sold, assigned or transferred by the Applicant without any approval or consent of BSL to the Applicant’s principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Applicant’s assets in the market defined by the Federal Communications Commission in which the property is located by reason of a merger, acquisition or other business reorganization. As to other parties, the Master permit, nor any Site Permit, may be sold, assigned or transferred without the written consent of the BSL, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest of control of Applicant or transfer upon partnership or corporate dissolution of Applicant shall constitute an assignment hereunder.

20. Title – BSL represents and warrants to Applicant as of the execution date of any applicable Site Permit, and covenants during the term of any Site Permit, that BSL is seized of good and sufficient title and interest to the applicable light pole and has full authority to enter into and execute the same.

21. Successors – This Master Permit shall extend to and bind the heirs, personal representative, successors and assigns of the parties hereto.

Bureau of Street Lighting  
City of Los Angeles

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_


Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Application No.: \_\_\_\_\_

Permit No.: \_\_\_\_\_

	<h2>Site Permit Application</h2> <p>To Install and Maintain Permanent Communication Equipment on Street Lighting Poles.</p>
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Name:

Title:

Company and address:

Tel. No.:

Applicants who lease Bureau of Street Lighting (BSL) pole(s) must submit detailed information: a completed application, communication equipment specifications, and installation plans for each pole the applicant wishes to lease. Applications will be officially accepted only when all required documents are received. Applicants shall submit a \$200.00 non-refundable processing fee with each complete application package. Application packages may be submitted in person, by courier, or electronic file transfer to the Bureau at: [Gil.delacruz@lacity.org](mailto:Gil.delacruz@lacity.org) Gil.delacruz@lacity.org Phone 213-847-1458

**Location of installation:**

Street Address:

Nearest Cross St

Street Light ID number:

**Is this a pole replacement project?**

If so, what is the pole manufacturer and Catalog number:

If not

Describe Equipment to be installed:

Manufacturer and catalog number:

Weight:

Will this equipment draw any BSL power?

If so

What is the power in Watts:

Current in Amps:

Voltage:

The BSL will need to maintain the light attached to this pole. According to the FCC what is the unsafe working radius of your equipment. If greater than 3' what is the procedure to shut your equipment down? Who is the primary and secondary contact for a shut down?

If you have any questions please call Fabian Cheng, Street Lighting Engineer at (213) 847- 1459.

E-mail [fabian.cheng@lacity.org](mailto:fabian.cheng@lacity.org) fabian.cheng@lacity.org

Application No.: \_\_\_\_\_

Permit No.: \_\_\_\_\_

### SITE PERMIT APPLICATION

#### COMMENTS

This space is reserved to describe any special circumstances or clarify any issues you wish to bring to our attention. If additional space is required, please use additional blank sheets and attach herein. Type "see attached" below.

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#### APPLICANT'S NOTES **INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED**

1. The Bureau has the right to refuse installation on any street light based on safety or aesthetic reasons as further outlined in Attachment A. Subject to the terms of this Permit and Attachment A, the Bureau has the right to order the removal of any existing communications facility for safety, aesthetics, or possible interference with the operation of the street light or other equipment within the vicinity.
2. Repair of any damage to the street light or its equipment during installation of the communication equipment shall be the responsibility of the applicant. No costs for such damages shall accrue to the Bureau of Street Lighting.
3. In the event a pole with mounted communications equipment is knocked down or required to be removed/relocated, the cost and physical relocation of the communications equipment are the sole responsibility of the applicant. The applicant will have 72 hours from notification by the Bureau of Street Lighting to remove their equipment and relocate the equipment onto the street light replacement or an available adjacent pole.
4. In the event a communications replacement pole (a pole installed by the applicant because the existing street light is not able to handle the communications equipment) is knocked down, the Bureau of Street Lighting will install a temporary pole and notify the applicant.
5. In the event a communications replacement pole is required to be removed, the cost and physical removal of the pole are the sole responsibility of the applicant. The applicant may submit another Application for Communications Installation to the Bureau of Street Lighting for a new communications replacement pole at a new location, or for attachment of equipment on an available adjacent pole.
6. A sticker obtained from BSL must be attached to the installed equipment indicating company, Contact and permit number.

<b>Final Approval for installation by:</b> _____ <b>Date:</b> _____ Print Name: _____
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If you have any questions please call Fabian Cheng, Street Lighting Engineer at (213) 847- 1459.  
E-mail [fabian.cheng@lacity.org](mailto:fabian.cheng@lacity.org) fabian.cheng@lacity.org



**ATTACHMENT A**  
**City of Los Angeles**  
**Bureau Of Street Lighting**

**REVISED**

**POLICY, SPECIFICATIONS, and PROCEDURES for  
COMMUNICATIONS INSTALLATIONS ON  
STREET LIGHTING POLES**

This report addresses the installation of communications equipment on street lighting facilities within the City of Los Angeles. The Bureau of Street Lighting recognizes the need and customer demand for these installations. This report also addresses the specifications required to maintain the street lighting systems in operation to meet the needs for lighting of streets and public ways.

**POLICY**

In approving, implementing and executing the policy, specifications and procedures contained in this report, it is not the intent of the City of Los Angeles to conflict with State or Federal laws, codes, or regulations.

Installations of communications equipment shall not be in conflict with any codes or specific plans of the Department of Planning, Building and Safety, or Department of Water and Power.

The installation of the communication equipment shall adhere to all the guidelines and safety requirements of the Standard Specifications for Public Works Construction, The "Work Area Traffic Control Handbook", the State of California High Voltage Electric Safety Orders (low and high voltage), the PUC General Order No. 95 and the Special Specifications for Street Lighting Construction.

***SPECIFICATIONS***

**1. Installation Requirements**

Installations of communications equipment shall be placed only on pre-approved steel or concrete poles that are taller than 25' in height and affixed with a cobrahead luminaire.

Communications equipment may not be mounted on a pole with traffic signal equipment.

A pole may have only **one** piece of communication equipment mounted in accordance with the restrictions specified below. Additional devices would need to be reviewed and approved by the Bureau of Street Lighting on a case-by-case basis.

All facilities installed shall meet all clearance requirements from overhead power lines as specified in General Order No. 95.

Ornamental poles shall not have communications equipment attached.

### **Attachment to existing street lighting equipment**

The communication equipment may be placed on the pole, arm (steel only) or luminaire in accordance with the following requirements.

- **POLE MOUNTED**

Location: Any communications equipment mounted on the pole must be placed within the top 3 feet of the electrolier.

Attachment: The equipment shall be securely fastened to the pole and shall not extend more than 6" from the exterior of the pole. The equipment shall not extend more than 6" up from the top of the pole.

Weight: The equipment shall **not weigh more than 20 pounds.**

Size: The unit shall have a **maximum surface area of 1 square foot on each side.**

- **ARM MOUNTED (Units shall not be placed on aluminum arms)**

Location: Any communications equipment mounted on the arm must be securely fastened.

Attachment: The equipment shall be securely fastened to the arm and shall not extend more than 6" from the exterior of the arm.

Weight: The equipment shall **not weigh more than 12 pounds.**

Size: The unit shall have a **maximum surface area of 1 square foot on each side.**

- **LUMINIARE MOUNTED**

Location: Any communications equipment mounted on the luminaire must be securely fastened.

Attachment: The equipment shall be securely fastened and shall not extend more than 6" from the exterior of the luminaire.

Weight: The equipment shall **not weigh more than 12 pounds.**

Size: The unit shall have a **maximum surface area of 1 square foot on each side.**

### **Replacement of existing street lighting equipment**

Existing street lighting poles may be replaced, at the cost of the applicant, to accommodate weight in excess of maximum requirements. This replacement shall be in accordance with the following requirements:

- The submittal must include design of the pole and foundation to meet the latest City adopted AASHTO requirements. Structural calculations signed and stamped by a California PE Civil/Structural Engineer and shop drawings will be required prior to approval.
- The replacement pole must look exactly the same in appearance and measurements unless otherwise approved.
- Exceeding the maximum size requirement for the mounted equipment will be approved on a case-by-case basis.

## 2. Electrical Requirements

The communications equipment will obtain service from the street lighting system. Additional power cables will not be allowed in the street lighting poles, but communication lines will be permitted.

It is the responsibility of the applicant to determine the operating voltage of the existing system that is to be utilized. The Bureau currently has some high voltage circuits that will not be available for attachment of telecommunication equipment. If the location is necessary, the communications carrier will need to pay for the conversion to low voltage of the electroliers impacted. Contact the Bureau of Street Lighting for a cost estimate.

The communications equipment shall require no more than 1.5 amps operational current or 2 amps start up current at 120 Volts from the street lighting system.

Any equipment that exceeds the maximum amps allowed will be considered based on the existing system capacity and future expansion needs.

The power shall be obtained through the photocell connection unless otherwise approved. The applicant shall exercise extreme care and caution when attaching to the electrical system of the streetlight. It is the responsibility of the applicant to ensure that the attachment is done properly and the streetlight is not damaged and works properly.

The photocell must be securely placed back on the cobrahead unit. If the photocell is not securely put back, the streetlight will not operate and any repair calls to this location as a result of this installation will be charged to the applicant's work order and billed to the applicant.

## 3. Aesthetic Requirements

- Color

The communication units shall be a color matching the existing luminaire, pole or arm or be white, brown, grey or beige.

- Amount of installations

- I. For city blocks less than 1000 feet in length the limit is four (4).
- II. For city blocks equal to or greater than 1000 feet in length the limit is four (4), plus one (1) additional communication equipment for every additional 250 feet of city block length.
- III. In Industrial (LAMC 12.17.5 – 12.20) zones, there is no limit per city block.

- Restricted installations

Communications equipment may **not** be installed on poles with the following conditions:

- poles with more than one art display already attached. Art display refers to banners or other permanent medallion;
- poles operating on series circuits;
- poles with traffic signal equipment;
- poles that have upright luminaries;
- arms that are aluminum.

#### **4. Maintenance**

In the event that the pole is knocked down or required to be removed the cost and physical relocation of the communications equipment are the sole responsibility of the applicant. The company will have 48 hours from notification by BSL to remove their equipment and relocate on the streetlight replacement or adjacent pole.

The Bureau has the right to refuse installation on any streetlight based on safety or aesthetic reasons. The Bureau has the right to order the removal of any existing communications facility for safety, aesthetic or possible interference with the operation of the streetlight or other equipment within the vicinity.

Any damage to the streetlight during installation of the communication equipment shall be the responsibility of the applicant.