

ATT Telecommunication and Coastal Permit
DRAFT conditions-
City Council August 15, 2017

1. Terms and Conditions are Perpetual; Recordation of Covenant. The provisions, terms and conditions set forth herein are perpetual, and are binding on the Applicant, its successors-in-interest, and, where applicable, all tenants and lessees of the site. Further, the APPLICANT shall record a covenant indicating its consent to the conditions of approval of these conditions with the Office of the County Clerk/Recorder of Los Angeles. The covenant is subject to review and approval by the City Attorney. APPLICANT shall deliver the executed covenant, and all required recording fees, to the Department of Community Development within 30 days of this approval. If APPLICANT fails to deliver the executed covenant within 30 days, this Resolution shall be null and void and of no further effect. Notwithstanding the foregoing, the Director may, upon a request by APPLICANT, grant an extension to the 30-day time limit.
2. Should public necessity require, the permitted facility shall be removed or relocated by the permittee at no cost to the City upon thirty (30) days' written notice to the permittee from the City, and should any cost be incurred by the City in the removal of such facility the permittee shall reimburse it for said expense.
3. A certificate of insurance in amounts and form satisfactory to the City Risk Manager shall be filed with the City upon the granting of the telecom permit and shall be maintained in good standing at all times so long as the facility exists, releasing the City from any and all liability whatsoever in the granting of such permit.
4. To the extent possible, as determined by the Director, any facility to be located on the public right of way shall be co-located with similar facilities and all work done coordinated to coincide to the maximum extent possible with other work being done in the right of way to minimize disruption to the public.
5. The applicant shall be required to camouflage and make inconspicuous any facility permitted hereunder by having the size, location of facilities and selection of colors and finishes specified to match and blend the facility with its surroundings in ways that would result in the least intrusive aesthetic impact on the surrounding neighborhood, subject to plans to be reviewed and approved by the Director of Community Development.
6. The facility at Ocean Drive and 18th Street (CA16-42) requires relocating the existing street sign pylon to provide room for the proposed cabinet. A new sign shall be required and the cost of the sign and relocation shall be the responsibility of the applicant. The sign shall be placed closer to the 18th Street walk street as to be more visible to pedestrians on both Ocean Drive and 18th

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Street, subject to review and approval of the Directors of Public Works and Community Development.

7. All antennas or telecom equipment shall be located a minimum of ten feet (10') from a residential building.
8. Provide verification that the proposed facility complies with all applicable rules, regulations and licensing requirements of the FCC including a report prepared by an engineer, prepared at the applicant's expense, which quantifies the project's radio frequency (RF) exposures and compares them to FCC adopted standards. Following installation of the proposed facility, a subsequent field report shall be submitted detailing the project's cumulative field measurements of RF power densities and RF exposures, confirming that the facility complies with accepted FCC standards, if applicable.
9. A Construction Management and Parking Plan (CMPP) including but not limited to a construction schedule showing start and end dates, project milestones, and emergency contact information to the satisfaction of the Director and prior to issuance of the permit.
10. The Director reserves the right to require phasing of construction projects or limit the hours of construction to reduce the adverse impacts on the public health, safety and welfare. The City Traffic Engineer and City Engineer has the authority to approve or reject a method of excavation or other construction methodology.
11. The applicant shall obtain all necessary construction permits and shall comply with all applicable building and safety code requirements.
12. The applicant shall enter into a Master Lease Agreement prior to the issuance of permits. All terms of the Agreement, including payments shall be complied with in accordance with the Agreement. .
13. All electrical and phone service to the proposed facility shall be placed in underground conduits.
14. The applicant shall provide justification that the size and number of antennas and related equipment cabinets are as small as practical given the most current technology available.
15. The applicant agrees to maintain and improve all portions of said facility including but not limited to antennas, pole, and equipment cabinets with new updated technology as it becomes available and that upon cessation of use or

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abandonment of the facility it shall be promptly removed at the expense of the applicant.

16. The Project shall be in substantial conformance with the plans and Project description submitted to, and approved by, the City Council August 15, 2017. Applicant shall submit a final plan incorporating all of the refinements, modifications, and conditions approved within 90 days of the date of approval. The Director of Community Development ("Director" hereinafter) shall determine whether any deviation from the approved project is substantial which requires an amendment to the approval. Any substantial deviation from the approved plans or Project description shall require approval from the City Council.
17. *Indemnity, Duty to Defend and Obligation to Pay Judgments and Defense Costs, Including Attorneys' Fees, Incurred by the City.* APPLICANT shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, volunteers, agents, and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") from and against any claims, damages, actions, causes of actions, lawsuits, suits, proceedings, losses, judgments, costs, and expenses (including, without limitation, attorneys' fees or court costs) in any manner arising out of or incident to this approval, related entitlements, or the City's environmental review thereof. APPLICANT shall pay and satisfy any judgment, award or decree that may be rendered against City or the other Indemnitees in any such suit, action, or other legal proceeding. The City shall promptly notify APPLICANT of any claim, action, or proceeding and the City shall reasonably cooperate in the defense. If the City fails to promptly notify APPLICANT of any claim, action, or proceeding, or if the City fails to reasonably cooperate in the defense, APPLICANT shall not thereafter be responsible to defend, indemnify, or hold harmless the City or the Indemnitees. The City shall have the right to select counsel of its choice. APPLICANT shall reimburse the City, and the other Indemnitees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Nothing in this Section shall be construed to require APPLICANT to indemnify Indemnitees for any Claim arising from the sole negligence or willful misconduct of the Indemnitees. In the event such a legal action is filed challenging the City's determinations herein or the issuance of the approval, the City shall estimate its expenses for the litigation. APPLICANT shall deposit that amount with the City or enter into an agreement with the City to pay such expenses as they become due.