

ATTACHMENT A

**FIBER OPTIC PROPERTY TRANSFER
AND GRANTING OF INDEFEASIBLE RIGHT OF USE AGREEMENT**

DATED AS OF _____

BY AND BETWEEN

THE LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

AND

THE CITY OF LOS ANGELES, CALIFORNIA

LIST OF EXHIBITS

- Exhibit A: DESCRIPTION OF MTA “DARK FIBER”
- Exhibit B: CONDUIT ROUTES DESCRIPTION
- Exhibit C: MTA SPLICING REQUIREMENTS
- Exhibit D: ACCEPTANCE TEST PROCEDURES
- Exhibit E: FIBER SPECIFICATIONS
- Exhibit F: AS-BUILT DRAWING SPECIFICATIONS
- Exhibit G: MAINTENANCE PROCEDURES
- Exhibit H: DISPUTE RESOLUTION

Exhibit I: MTA FIBER ALLOCATIONS

THIS PROPERTY TRANSFER AND INDEFEASIBLE RIGHT TO USE AGREEMENT (“Agreement”) is made and entered into as of _____, 2003, by and between THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (“MTA”) and THE CITY OF LOS ANGELES (“CITY”), both agencies being political subdivisions of the state of California.

RECITALS

- A. The City of Los Angeles, Information Technology Agency (ITA) was specifically created by the Council of the City of Los Angeles with the authority and responsibility for the planning, designing, implementing, operating and coordinating of the City’s information technology systems and networks, either directly or by oversight, except for any such systems operated by a proprietary department;
- B. The Department of Transportation (DOT) is a City of Los Angeles department that is responsible for the planning, designing, implementing, operating and coordinating of its information technology systems and networks as part of, and in support of, its transportation business;
- C. The MTA is a regional transportation authority, an independent agency created by the California State Legislature, which is responsible for the planning, coordinating, designing, building and operating of the transportation systems for Los Angeles County;
- D. The ITA and the DOT each have constructed or control fiber optic infrastructures (herein the “ITA Telecom System” and the “DOT Telecom System” respectively) that meet the telecommunications needs of their respective organizations;
- E. The ITA has excess fibers in certain portions of its ITA Telecom System (as herein defined) and agrees to provide twenty-four (24) dark fiber optic strands to the MTA as described in Exhibit A, Segment 1, attached hereto and made a part hereof, for internal use (as herein defined) by the MTA;
- F. The ITA has excess fibers in certain portions of its ITA Telecom System (as herein defined) and is willing to grant to the MTA an indefeasible right to use such fibers under the terms of this Agreement, along the routes more specifically described and defined in Exhibit A, Segment 2 which includes twelve (12) fiber strands and Exhibit A, Segment 4 which also includes twelve (12) fiber strands, attached hereto and made a part hereof, for internal use (as herein defined) by the MTA;
- G. The MTA desires access to certain conduit in the ITA Telecom System and DOT Telecom System for the expansion of the MTA’s telecommunications systems and the City is willing to grant to the MTA an indefeasible right to use certain conduit (identified in Exhibit B) under the terms of this Agreement as described more fully below in paragraph 3.4;
- H. The ITA desires a redundant fiber optic connection to the Piper Technical Center and will upgrade certain portions of the ITA Telecom System and the DOT Telecom System. The

City is willing to grant to the MTA an indefeasible right to use certain fibers for internal use by the MTA (described in Exhibit A, Segment 3 which includes thirty-six (36) fiber strands and Exhibit A, Segment 5 which includes twelve (12) fiber strands under the terms of this Agreement as described more fully below in paragraphs 3.2 and 3.4;

- I. The City desires access to any new fiber optic infrastructure constructed by the MTA as described more fully below in paragraph 4.1;
- J. The Parties realize savings in construction costs, more efficient utilization of resources, and increased opportunities through this Agreement;

Accordingly, in consideration of the mutual covenants and agreements set forth in this Agreement, the Parties hereby agree as follows:

ARTICLE I. DEFINITIONS

1.1. The following terms, whether in the singular or in the plural, when used in this Agreement, shall have the meaning specified:

- (a) Agreement: This Property Transfer and Indefeasible Right of Use Agreement.
- (b) Owner: With respect to any fiber optic infrastructure, means the Party that has deployed or controls the fiber optic infrastructure.
- (c) User: The Party that is not Owner (i.e., the “Non-Owner”), to the extent such Non-Owner is using fibers on an Owner’s network.
- (d) Internal Use: Means the operation of a fiber optic asset for the purposes of providing services to a governmental entity within the City of Los Angeles.
- (e) ITA Telecom System: The optical fiber cable, optical fiber strands, innerducts, conduits, building entrance facilities, collocation space and associated appurtenances constructed or controlled by the ITA.
- (f) DOT Telecom System: The optical fiber cable, optical fiber strands, innerducts, conduits, building entrance facilities, collocation space and associated appurtenances constructed or controlled by the DOT.
- (g) MTA Telecom System: The optical fiber cable, optical fiber strands, innerducts, conduits, building entrance facilities, collocation space and associated appurtenances constructed or controlled by the MTA.

ARTICLE II. CONVEYANCE OF DARK FIBER TO THE MTA

2.1. Following (i) the date of the MTA’s acceptance of the Alameda Fiber as operating in conformity with the applicable specifications set forth in this Agreement (“Acceptance Date”)

and as defined in Exhibits E and F attached hereto, and (ii) the execution of this Agreement, the City will convey the twenty-four (24) fiber strands described in Exhibit A, Segment 1 to the MTA within 90 days of Agreement commencement. As used in this Agreement, the term “Alameda Fiber” shall hereinafter refer collectively to the fibers described in Exhibit A, Segment 1. The City will have no rights or obligation physically to connect any of the Alameda Fiber to any optical or electrical equipment owned by the MTA or any MTA facility, excluding MTA owned fiber optic cable within the ITA Telecom System.

2.2. The MTA will pay to the City one million dollars (\$1,000,000) for the Alameda Fiber. Payments will be made within 90 days of commencement of this Agreement and the Alameda Fiber will be conveyed upon acceptance of the Alameda Fiber by MTA and receipt of the above payment.

2.3 The City or its contractors will perform fiber splicing at the Pacific Pipeline Systems, Inc. (PPSI) manhole (MH) in the intersection of Temple Street and Alameda Street necessary to support a point-to-point fiber optic link between the MTA ROC facility and the MTA-MRL yard tower located at 1st Street and Center Street. The MTA will be required to obtain approval from PPSI necessary for MTA or its contractors to access the PPSI, Lynwood Station MH located at Alameda Street and Santa Ana Boulevard South for the purpose of constructing to the MTA ROC facility.

ARTICLE III. CITY FACILITIES UPGRADE AND INDEFEASIBLE RIGHT TO USE

3.1 Effective as of the Acceptance Date, the City will grant to the MTA, and the MTA will accept from the City, an Indefeasible Right to Use twelve (12) fiber optic strands described in Exhibit A, Segment 2. The City will contract the splicing, terminating and testing of these fibers to fibers described in Exhibit A, Segments 3 and 5. The MTA will pay for all splicing, including all materials and labor, in accordance with paragraph 3.7.

3.2 The ITA will upgrade a conduit path within the ITA Telecom System on Temple Street between Alameda Boulevard and Vignes Street by contracting the installation of new 1¼” innerduct and a new ninety-six (96) strand fiber-optic cable. The ITA Telecom System will also be expanded by installing a new conduit path from the ITA maintenance hole (MH), located at Temple Street and Vignes Street, into the City Personnel Building. Effective as of the Acceptance Date, the City will grant to the MTA, and the MTA will accept from the City, an Indefeasible Right to Use (IRU) thirty-six (36) fiber optic strands in accordance with Exhibit A, Segment 3. The City will retain ownership of the installed innerduct and fiber optic cable. The MTA will pay for all construction costs, including all materials and labor, associated with the upgrade and expansion of this portion of the ITA Telecom System in accordance with paragraph 3.7.

3.3 Effective as of the Acceptance Date, the City will grant to the MTA, and the MTA will accept from the City, an Indefeasible Right to Use twelve (12) fiber optic strands described in Exhibit A, Segment 4. The City will contract the splicing and testing of these fibers to fibers described in Exhibit A, Segment 3 and 5. The MTA will pay for all splicing, including all materials and labor, in accordance with paragraph 3.7.

3.4 The DOT will provide a conduit path within the DOT Telecom System between City Hall South (CHS), the MTA Union Station Gateway (USG), and the Piper Technical Center for an upgrade of fiber-optic capacity. The ITA will contract the construction and installation of a ninety-six (96) strand single mode fiber optic cable in this conduit route more specifically described and defined in Exhibit B, attached hereto and made a part hereof. The City will retain ownership of the installed ninety-six (96) strand fiber cable. The DOT will receive twelve (12) fiber optic strands for DOT use. Effective as of the Acceptance Date, the City will grant to the MTA, and the MTA will accept from the City, an Indefeasible Right to Use 12 fiber optic strands in accordance with Exhibit A, Segment 5. Access points for the purposes of connection by the MTA are limited by those set forth in Exhibit B. Notwithstanding anything to the contrary in the foregoing, the IRU does not obligate the City to install or pay for any optical or electrical equipment or other facilities, including without limitation generators, batteries, air conditioners, fire protection for electronics, monitoring or testing equipment, or regeneration facilities, all of which are the sole responsibility of the MTA, nor does it require the City to allow the MTA access to: (i) any conduit other than the DOT conduit route described in Exhibit B; (ii) any fiber optic strands other than the fibers described in Exhibit A, Segment 5; and (iii) space within the DOT conduit described in Exhibit B for fibers other than the 12 fibers included in Exhibit A, Segment 5. The MTA will pay for all construction costs associated with the upgrade of this portion of the DOT Telecom System including, but not limited to the materials and labor required to complete the initial installation, splicing, termination, and testing of the ninety-six (96) strand fiber cable between these three (3) facilities in accordance with paragraph 3.7.

3.5 The ITA will contract the installation and retain ownership of a fiber optic cable in the Downtown Civic Center complex between CHS and City Hall East (CHE). Effective as of the Acceptance Date, the City will grant to the MTA, and the MTA will accept from the City, an Indefeasible Right to Use 12 fiber optic strands in the new tie cable between CHS and CHE and 12 fiber optic strands in the existing ITA Telecom System located on Temple Street from CHE to Alameda Boulevard as described in Exhibit A, Segment 2. The MTA will pay for all construction costs associated with the installation of the tie cable including, but not limited to the materials and labor required to complete the initial installation, splicing, termination, and testing of the tie cable between these two (2) facilities in accordance with paragraph 3.7.

3.6 The ITA will provide a conduit path within the ITA Telecom System between the intersections of Temple Street and Vignes Street and East First and Center Streets and contract the installation of 1¼" innerduct to support the installation of a MTA forty-eight (48) strand fiber cable. Effective as of the Acceptance Date, the City will grant to the MTA, and the MTA will accept from the City, an Indefeasible Right to Use (IRU) 1 – 1¼" innerduct for housing of the MTA fiber cable. Access points for the purposes of connection by the MTA are limited by those set forth in Exhibit B. The MTA will pay for all construction costs associated with the upgrade of this portion of the ITA Telecom System including, but not limited to the materials and labor required to complete the installation, splicing, termination, and testing of the forty-eight (48) strand fiber cable segment in accordance with paragraph 3.7.

3.7 The ITA shall receive a non-recurring payment from the MTA for completion of the ITA Telecom System and the DOT Telecom System upgrades and expansions. The MTA shall make such payment in the amount of \$250,000.00 to ITA upon commencement of this Agreement. The ITA shall use all reasonable efforts to complete all system upgrades within six (6) months of Agreement commencement.

**ARTICLE IV.
DUTY OF NOTIFICATION**

4.1 Upon deployment of any new fiber optic cable in future transportation projects, the MTA shall, as Owner, notify the ITA of the existence and location of any new infrastructure projects, including the location of telecommunications conduits, pole routes, fiber optic cable, etc. A minimum of six (6) months written notice prior to commencement of construction must be given to the ITA for the ITA and DOT to determine and specify the City's infrastructure needs. The MTA shall include all the specified City requirements, fiber optic strand allocations and/or conduit requirements, in its future transportation projects that includes the installation of fiber optic cables, subject to the requirement that the City shall reimburse MTA for the incremental cost of fiber strands or additional fiber cable and labor that exceeds the original scope of project which is associated with the construction of the City-dedicated infrastructure. The MTA agrees to provide any installed City-dedicated fiber optic strands and/or fiber optic cable to the ITA for use by the City for any lawful purpose. Failure of the MTA to notify ITA of future transportation projects will result in the MTA being in default under this Agreement and subject to the terms described below in Article V.

**ARTICLE V.
DEFAULT AND REMEDIES**

5.1 The MTA shall not be in default under this Agreement, or in breach of any provision hereof unless and until ITA shall have given the MTA written notice of a breach and the MTA shall have failed to cure the same within thirty (30) days after receipt of a notice, other than any default in payment which must be cured within fifteen (15) business days after receipt of a notice. Upon the failure by the MTA to timely cure any such breach after notice thereof from ITA, ITA shall have the right to take such action as it may determine to be necessary to cure the breach or terminate this Agreement.

5.2 Early Termination: Either Party to this Agreement can at its sole discretion and without cause terminate this Agreement upon twelve (12) months written notice. If either party is given termination notice, a dispute resolution process contained in Exhibit H may be initiated. If there is a breach by the MTA of the notification provision in Article IV, or if this Agreement is terminated for any other reason, the Term will expire and the City will have the right to reclaim all of MTA's indefeasible rights to use certain fibers or conduit in the ITA Telecom System and DOT Telecom System and all fiber optic strands used by the MTA under this Agreement will revert to the City without reimbursement from the City to MTA of any fees or other payments previously made by MTA with respect hereto, and from and after such time MTA will have no further rights or obligations hereunder, subject to the provisions of this Agreement.

**ARTICLE VI.
EFFECTIVE DATE AND TERM OF THIS AGREEMENT**

6.1 Unless sooner terminated in accordance with the terms of this Agreement, the term of this Agreement shall be for twenty (20) years (herein the "Term"). The Term of this Agreement shall commence on the date this Agreement is made and entered into first above written (hereinafter referred to as the "Commencement Date".)

6.2 Provided that this Agreement shall not have been previously terminated, the MTA shall have the right to renew this Agreement for an additional ten-year (10) term by giving written notice at least one hundred eighty (180) days prior to the expiration of the Term, upon terms and conditions that shall be mutually negotiated and agreed upon by the Parties prior to the expiration of the Term.

6.2 No termination or expiration of this Agreement will affect the rights or obligations of any party hereto with respect to any then existing defaults or the obligation to make any payment hereunder for services rendered prior to the date of termination or expiration.

ARTICLE VII. REPRESENTATION AND WARRANTIES

7.1 Each party represents and warrants that: (i) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement; and (ii) its execution and performance under this Agreement will not violate any applicable existing regulations, rules, statutes or court orders of any local, state, or federal government agency, court or body.

ARTICLE VIII. ASSIGNMENT, TRANSFER AND USE RESTRICTIONS

8.1 The City has the right to assign, encumber, lease, sell, exchange, or otherwise transfer the Alameda Fiber to the MTA, upon 30 days advance written notice to Pacific Pipeline System, Inc. (PPSI) provided that the MTA agrees in writing, as evidenced by an agreement in favor of and delivered to PPSI, to be bound by the “Fiber System Operation and Maintenance, Property Transfer, and Granting of Indefeasible Right To Use Agreement” between PPSI and the City and paragraph 6 under the Settlement Agreement. The MTA may not use, sell, assign, lease, or grant an IRU with respect to, exchange, or otherwise in any manner transfer or make available in any manner to any third party the ownership or right to use the Alameda Fiber.

8.2 The MTA shall not sell, lease, transfer or otherwise allow the use of fibers provided in the ITA Telecom System or the DOT Telecom System as described in Exhibit A, Segments 2, 3, 4, and 5 by any third party, including any private entity.

**ARTICLE IX.
TESTING AND ACCEPTANCE**

9.1 Upon completion of fiber optic capacity upgrades which includes fiber allocations for the MTA and DOT, the ITA and/or its subcontractors shall test the newly installed cable segments in accordance with the procedures specified in Exhibit D, attached hereto and made a part hereof, to verify the installed fiber is operating in accordance with the specifications (herein the "Specifications") set forth in Exhibit E, attached hereto and made a part hereof. Within fourteen (14) business days of the conclusion of fiber acceptance testing, the ITA and the DOT shall review test results, then upon approval, ITA shall provide the MTA with copies of the test results. The "Acceptance Date" shall be on the date all applicable Parties approve the fiber acceptance test results.

9.2 The ITA shall provide copies of test results to the MTA for fiber strands being provided for internal use (fibers that are described and defined in Exhibit A, Segment 1 of this Agreement) that exist in the ITA Telecom System, which were acquired upon installation.

**ARTICLE X.
DOCUMENTATION**

10.1 Within ninety (90) days after the acceptance date of fibers being provided to the MTA as described in Exhibit A, the ITA shall provide the MTA and DOT with as-built drawings, conforming to the requirements set forth in Exhibit F, attached hereto and made a part hereof.

**ARTICLE XI.
MAINTENANCE**

11.1 Each Party, as Owner, shall be responsible for maintaining its fiber optic network. Each party, as User, shall have the right to have an employee present to observe and be available to assist in any maintenance or repair of fibers in use by the User. Each Party, as Owner, shall maintain fibers in use by the User in accordance with the same standards used by the Owner for its own fibers and in accordance with the specifications listed in Exhibit E.

11.2 Each Party, as Owner, shall provide to the User a trouble reporting telephone number that is available twenty-four (24) hours per day, 365 days per year. Each Party, as Owner, shall respond to any failure, interruption or impairment in the operation of their respective systems within four (4) hours during normal business hours after receiving a report of any such failure, interruption or impairment from the User or otherwise.

11.3 Emergency Maintenance: The City shall use its best efforts to perform maintenance and repair to correct any failure, interruption or impairment in the operation of the fibers provided to MTA described in Exhibit A in accordance with the procedures set forth in Exhibit G, attached hereto and made a part hereof. The MTA acknowledges the City's obligations to Public Safety and agrees that those fibers supporting Fire and Police and any other critical public safety services will be repaired first in any failure, interruption or impairment of the ITA and DOT Telecom Systems.

11.4 Scheduled Maintenance: The Parties, as Owners, from time to time may schedule and perform specific periodic maintenance to protect the integrity of their respective systems and perform changes or modifications to their respective systems including, but not limited to connections, disconnections and rearrangements of multiple service connections. Each Party, as Owner, shall notify the User at least five working days prior to performing scheduled maintenance where such work involves cables containing fibers provided for use. The ITA and DOT will make best efforts to coordinate any maintenance activities, which affect MTA's operations such as subway fire alarm, train control and other functions critical to MTA.

11.5 Preventive Maintenance: Each Party shall be responsible for monitoring the Underground Service Alert system and marking its fiber optic infrastructure to prevent any possible failure, interruption or impairment in the operation of their respective systems due to construction projects.

11.6 All costs and expenses associated with the maintenance, repair, replacement or operation of the Alameda Fiber will be at the sole cost and expense of the MTA. If repair is performed on the Alameda Fiber and other fiber in the City-owned fiber optic cable at the same time, the total cost incurred in connection with the work will be equitably prorated based on the fractional ownership of the number of strands affected by the maintenance, repair, replacement or operation within the relevant portion of the fiber optic cable. Thus, if repair is performed on ninety-six fibers, twenty-four of which are the Alameda Fiber, the MTA will pay for one-fourth of the work and the City will pay for the remaining three-fourths. Each Party, as Owner, must notify the other at least 10 days prior to proceeding of its intent to proceed with work which will be billed to the other Party, unless an emergency situation exists.

11.7 The MTA will pay an equitable share of all costs and expenses associated with the operation, maintenance, repair, or replacement of the conduit that contains the City-owned fiber optic cable mentioned in the preceding paragraph, which share shall be its fractional ownership of the number of strands within the innerduct, for the relevant portion of the fiber cable.

11.8 Notwithstanding the foregoing, any costs or expenses, which are the result of the negligence or intentional conduct of either Party, Owner, its employees, agents, or contractors, will be the sole expense of such Party.

11.9 If, after the Acceptance Date of the Alameda Fiber, Pacific Pipeline Systems, Inc. (PPSI) is required to relocate the conduit that contains the City-owned fiber cable by a party with legal authority to so require, PPSI may relocate the conduit or any portion thereof, including any of the facilities used or required in providing the Alameda Fiber hereunder. PPSI will proceed with such relocation, including, but not limited to, the right, in good faith, reasonably to determine the extent of, the timing of, and methods to be used for such relocation; provided that to the extent feasible, such relocation will not adversely affect the operations, performance, connection points or end points of the City-owned fiber cable in any material respect. The MTA will be responsible for reimbursement for its proportionate share of the total costs associated with the relocation of the City-owned fiber cable, excluding the costs of trenching for the relocation of the conduit. If not otherwise determinable, the cost of relocating the City-owned fiber cable will be determined based on the MTA's proportionate share of all costs of the work performed, prorated based on the total fiber count in the conduit, as relocated. In cases where trenching is required to relocate both the PPSI-owned pipeline and the conduit which contains the City-owned fiber cable, eighty (80%) of such costs shall be allocated to the pipeline and twenty (20%) shall be allocated to the conduit, which shall be allocated proportionately among the parties as set forth above. PPSI will provide

updated As-Builts with respect to the relocated conduit no later than ninety (90) days following the completion of such relocation.

ARTICLE XII. ADMINISTRATION OF THIS AGREEMENT

12.1 The Chief Information Officer of the ITA, the General Manager of the DOT, and the General Manager of the MTA shall each designate a representative who is authorized to act on behalf of the respective Party in the administration of this Agreement. The designation shall be made by written notice to the other Parties within thirty (30) calendar days after the Commencement Date of this Agreement. Each Party may designate an alternate representative with full authority to act in the absence of the authorized representative. Each Party shall have the right to change the identity of its authorized representative or alternate by written notice.

12.2 The authorized representatives shall provide liaison between the Parties in order to provide effective cooperation, exchange of information and consultation in a prompt and orderly manner concerning the various matters that may arise, from time-to-time, in connection with this Agreement.

12.3 The authorized representatives shall have the following responsibilities, among others:

- (a) Review, and attempt to resolve, any disputes between the Parties arising under this Agreement.
- (b) Arrange for the development and completion of procedures to implement the provisions of this Agreement.

12.4 All actions, determinations or reports made by the authorized representatives shall be in writing and shall become effective when signed by both authorized representatives. In the event that the authorized representative is unable to sign any document contemplated under this Section 12.4, he/she shall obtain the signature of the appropriate individual, official or officer of his/her respective organization.

12.5 The authorized representatives shall have no authority to modify this Agreement.

12.6 Amendments to this Agreement may be proposed by any Party but shall be effective only upon approval by the City Council and the MTA Board.

ARTICLE XIII. FORCE MAJEURE

13.1 Each of the Parties shall not be liable to the other for any failure of performance under this Agreement due to causes beyond its control, including, but not limited to: acts of God, fire, flood, explosions, earthquake or other catastrophes; adverse weather conditions; national emergencies; terrorist acts; insurrections; riots; wars; or strikes, lockouts, work stoppages or other labor difficulties (collectively "force majeure events"). No delay or other failure to perform shall be excused pursuant to this Section 13.1 unless such delay or failure and the consequences thereof

are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay; provided, however, that in order to be classified as a Force Majeure Event, the delay must have a duration of at least thirty (30) consecutive days. The Party claiming relief under this Section 13.1 shall exercise commercially reasonable efforts to minimize the time for any such delay. In the event of such delay, the delaying Party shall perform its obligations under this Agreement at a performance level no less than that which it uses for its own operations.

**ARTICLE XIV.
EFFECT OF SECTION HEADINGS**

14.1 Section headings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.

**ARTICLE XV.
NOTICES**

15.1 All communications concerning this project are to be directed to the following addresses:

If to ITA:

Liza Lowery
Chief Information Officer
Information Technology Agency
The City of Los Angeles
200 North Main Street, Room 1400
Los Angeles, California 90012
Voice Number: (213) 485-2892
Facsimile Number: (213) 847-3512

If to DOT:

Wayne Tanda
General Manager
Department of Transportation
The City of Los Angeles
221 N. Figueroa Street, 5th Floor
Los Angeles, CA 90012
Voice Number: (213) 580-1182
Facsimile Number: (213) 580-1188

If to MTA:

Anderson Bennett
Senior Electrical Engineer
Metropolitan Transit Authority
One Gateway Plaza, Mail Stop: 99-11-11
Los Angeles, CA 90012
Voice Number: (213) 922-7243
Facsimile Number: (213) 922-3009

or to such other address as any Party may designate from time to time in writing to the other Parties pursuant to the provisions of this Article.

15.2 Unless otherwise provided herein, notices will be hand delivered, sent by registered or certified U.S. mail, postage prepaid, or by commercial overnight delivery service, or transmitted by facsimile, and will be deemed served or delivered to the addressee or its office when received at the address for notice specified when hand delivered, upon confirmation of sending when sent by fax, on the day after being sent when sent by overnight delivery, or three (3) days after deposit in the mail when sent by U. S. mail.

ARTICLE XVI. PLURALS

16.1 In construction of this Agreement, words used in the singular shall include the plural and the plural the singular, and “or” is used in the inclusive sense, in all cases where such meanings would be appropriate.

ARTICLE XVII. TITLE TO PROPERTY UNAFFECTED

17.1 The Parties agree that title to any real or personal property affected by this Agreement other than the Alameda Fiber, shall not be affected by this Agreement. Fiber optic infrastructure deployed by any party shall at all times remain the property of the Party deploying the infrastructure.

IN WITNESS THEREOF, the parties hereto have executed this Agreement by their authorized representatives effective the day and year first above written.

CHIEF LEGISLATIVE ANALYST OFFICE
OF THE CITY OF LOS ANGELES

By _____
Ronald F. Deaton
Chief Legislative Analyst

Date _____

INFORMATION TECHNOLOGY AGENCY
OF THE CITY OF LOS ANGELES

By _____
Liza M. Lowery
Chief Information Officer

Date _____

DEPARTMENT OF TRANSPORTATION
OF THE CITY OF LOS ANGELES

By _____
Wayne Tanda
General Manager

Date _____

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By _____
Roger Snoble
Chief Executive Officer

Date _____

APPROVED AS TO FORM:
Rocky Delgadillo, City Attorney

By _____
Edward J. Perez
Assistant City Attorney

Date _____

EXHIBIT A

DESCRIPTION OF MTA “DARK FIBER”

SEGMENT 1: ALAMEDA FIBER

Twenty-four (24) single mode optical fiber strands to be provided to the MTA, which route is approximately 8.41 miles in length. Fiber strands originate at a demarcation splice located in the PPSI MH within the ITA Telecom System at the intersection of Temple Street and Alameda Street and terminate at a demarcation splice in the PPSI MH within the ITA Telecom System located at Alameda Street and Santa Ana Boulevard South.

SEGMENT 2: CHE – TEMPLE/ALAMEDA STREET

Twelve (12) single mode optical fiber strands to be provided to the MTA, which route is approximately 0.48 miles in length. Fiber strands originate at a demarcation splice or breakout point located at City Hall East, Level P-4, 200 N. Main Street, Los Angeles, California and terminate at a demarcation splice in an ITA Telecom System MH at the intersection of Temple and Alameda Streets.

SEGMENT 3: TEMPLE/ALAMEDA STREET – TEMPLE/VIGNES STREET

Thirty-six (36) single mode optical fiber strands to be provided to the MTA, which route is approximately 0.27 miles in length. Fiber strands originate at a demarcation splice located in an ITA Telecom System MH at the intersection of Temple Street and Alameda Street and terminate at a demarcation splice located in an ITA Telecom System MH at the intersection of Temple and Vignes Streets.

SEGMENT 4: TEMPLE/VIGNES STREET – PIPER TECHNICAL CENTER

Twelve (12) single mode optical fiber strands to be provided to the MTA, which route is approximately 0.56 miles in length. Fiber strands originate at a demarcation splice located in an ITA Telecom System MH at the intersection of Temple Street and Vignes Street and terminate at a breakout point located at Piper Technical Center, MPOE, 555 Ramirez Street, Los Angeles, California.

SEGMENT 5: CHE – PIPER TECHNICAL CENTER

Twelve (12) single mode optical fiber strands to be provided to the MTA, which route is approximately 1.71 miles in length. Fiber strands originate at a demarcation splice or breakout point at City Hall East, Level P-4, 200 N. Main Street, Los Angeles, California and terminate at a breakout point located at Piper Technical Center, MPOE, 555 Ramirez Street, Los Angeles, California.

EXHIBIT B

CONDUIT ROUTES DESCRIPTION

ITA CONDUIT (0.24 miles)

The upgraded conduit path shall commence at an ITA MH located on Temple Street 76' west of Vignes Street and travel east on Temple Street to Center Street. The conduit turns onto Center Street into the east sidewalk and travels south to an ITA MH at the end of Center Street where the First Street Bridge begins.

DOT CONDUIT (1.48 miles)

SEGMENT 1: CITY HALL SOUTH TO THE MTA UNION STATION GATEWAY (USG)

The upgraded conduit path shall commence at a PU&T vault located in the east sidewalk on Main Street just north of the intersection of Main Street and East First Street and travel north on Main Street to Cesar E Chavez Avenue. The conduit turns onto Cesar E Chavez Avenue on the south side of the street and travels east to a DOT Telecom System pullbox (PB) at the intersection of Cesar E Chavez Avenue and Vignes Street, which shall be upgraded to a new 5' x 3' x 4' intercept PB to support the DOT and the ITA splicing requirements. The conduit path continues across Cesar E Chavez Street to the north side of the street into a DOT Telecom System PB, then into an MTA vault which provides a building entrance into USG. The MTA vault on the north side of Cesar E Chavez Street shall be the access point for the purpose of connection by the MTA into the USG.

SEGMENT 2: MTA UNION STATION GATEWAY TO PIPER TECHNICAL CENTER

The upgraded conduit path shall commence at the new 5' x 3' x 4' intercept PB at the intersection of Cesar E Chavez Avenue and Vignes Street, which shall become apart of the DOT Telecom System, and travel south on Vignes Street to terminate at the Piper Technical Center.

EXHIBIT C

MTA SPLICING REQUIREMENTS

MANHOLE AT INTERSECTION OF TEMPLE STREET AND ALAMEDA STREET

The City shall perform a total of thirty-six (36) splices in the PPSI MH located in the intersection of Temple Street and Alameda Street. Twenty-four (24) splices shall connect the Alameda Fibers conveyed to MTA to twenty-four (24) of the dark fiber strands described in Exhibit A, Segment 3. The other twelve (12) splices shall connect the dark fiber strands described in Exhibit A, Segment 2 to the remaining twelve (12) strands described in Exhibit A, Segment 3.

MANHOLE NEAR INTERSECTION OF TEMPLE STREET AND VIGNES STREET

The City shall perform a total of forty-eight (48) splices in the ITA MH located on Temple Street, 76' west of Vignes Street. Twenty-four (24) splices shall connect the twenty-four (24) dark fiber strands described above to the first twenty-four (24) fiber strands in the MTA provided fiber optic cable. Twelve (12) splices shall connect the twelve (12) fiber strands described above to next twelve (12) fiber strands in the MTA provided fiber cable. The last twelve (12) splices shall connect the fiber strands described in Exhibit A, Segment 4 to the remaining twelve (12) strands in the MTA provided fiber cable.

EXHIBIT D

ACCEPTANCE TEST PROCEDURES

This document specifies the acceptance tests, which will be performed by the ITA and the manner in which such tests will be accomplished and documented on a fiber optic cable system installed by the City.

Cable Test Parameters and Methods:

Optical reflectivity of the cable system will be measured using an Optical Time Domain Reflectometer (OTDR). Measurements will be accomplished from both ends of the cable system. A sufficient length of launch cable will be used for all OTDR testing to allow all data from the cable under tests to be visible on the OTDR trace display. The OTDR traces will be recorded at 1330 nm and 1550 nm operating wavelengths to verify the cable system is specified for service.

The OTDR measurements can provide the following information of the quality of the installed fiber system:

1. Optical length of cable
2. Individual splice loss and distance to splices
3. Approximate loss per kilometer of cable

Results and Documentation:

Reflectometry test results will be documented in the form of an OTDR trace for each fiber strand.

The fiber specifications for the acceptance of the fiber system are provided in Exhibit E.

EXHIBIT E

FIBER SPECIFICATIONS

The fiber optic cable system consists of Corning SMF-28 and Alcatel 6900 single-mode fiber optic strands, which meet the optical specifications detailed below:

1. Maximum Attenuation (over the entire operating range):
 - a. Not to exceed 0.40 dB/km at 1310 nm
 - b. Not to exceed 0.30 dB/km at 1550 nm
2. Core Diameter: 8.2 microns to 8.8 microns (typical value)
3. Cladding Diameter: 125.0 ± 1.0 microns
4. Coating Diameter: 245 ± 5 microns
5. Mode-Field Diameter:
 - a. 9.2 ± 0.4 microns at 1310 nm
 - b. $10.4 \pm .8$ microns at 1550 nm
6. Numerical Aperture: 0.14 (typical value)
7. Cable Cutoff Wavelength: ≤ 1260 nm
8. Dispersion:
 - a. Zero Dispersion Wavelength: 1301.5 nm to 1321.5 nm
 - b. Zero Dispersion Slope: ≤ 0.092 ps/(nm² km)
9. Cladding Non-Circularity: $\leq 1.0\%$
10. Core-Clad Concentricity Error: ≤ 0.6 microns

Splice Loss

The maximum splice loss on any individual splice should not exceed 0.15 dB. All splices should be measured using bi-directional methods and averages. All splices use fusion splice techniques. Mechanical splicing shall not be used, except for continuity tests or temporary connections for testing purposes.

EXHIBIT F

AS-BUILT DRAWING SPECIFICATIONS

- As-builts must include survey information (either from existing data or new information delineating actual field data).
- Drawings shall be size “B”.
- If applicable, drawings will contain splice locations, access point locations with permanent structures, and conduit and fiber information.

EXHIBIT G

MAINTENANCE PROCEDURES

This document specifies the manner in which the City will maintain the fiber provided to the MTA that are described in Exhibit A, Segments 2, 3, 4, and 5.

1. The ITA shall maintain the fibers in accordance with the specifications provided in Exhibit E.

2. The ITA and/or its contractors shall perform fusion splices required to repair or correct any failure, interruption or impairment of the “dark fibers”. All ITA splices performed to repair the fibers shall meet splice loss specifications provided in Exhibit E.

3. The ITA’s twenty-four (24) hour a day, three hundred sixty-five (365) days per year, trouble-reporting telephone number is 1-213-978-6622.

4. Any impairment or outage reasonably suspected to be caused by a fiber cut on the ITA Telecom System or the DOT Telecom System side of the demarcation point shall require a response from the ITA. During impairments or outages affecting the MTA’s service, the ITA shall keep the MTA advised and updated. The ITA’s personnel will be on site no later than four (4) hours during normal business hours from notification by the MTA of any impairment or outage materially affecting service.

5. The MTA shall be charged for time and materials for any maintenance call outs at the following rates:

<u>Normal Working Hours</u>	<u>Hourly Rate</u>
Monday through Friday, 7:00 a.m. to 3:30 p.m. (Except City observed holidays)	\$ 85.00
<u>Overtime Hours</u> Monday through Friday, 6:00 a.m. to 7:00 a.m., and 3:30 p.m. to 12:00 Midnight (Except City observed holidays)	\$ 105.00
<u>Holiday Hours and Special Call Out</u> Anytime during a City observed holiday, or anytime during a Saturday or Sunday, or anytime between the hours of 12:00 Midnight and 6:00 a.m., Monday through Friday	\$ 130.00

MAINTENANCE PROCEDURES (CONT.)

Charges will be made for travel time to the location where maintenance is to be performed. Charges will also be made for travel time from the maintenance location during overtime and holiday hours and special call outs. Charges will be for a minimum of two (2) hours for normal and overtime hours and for a minimum of four (4) hours for holiday hours and special call out.

City Observed Holidays

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Cesar Chavez Day (Observed)
Memorial Day (Observed)
Independence Day
Labor Day
Columbus Day (Observed)
Veterans Day (Observed)
Thanksgiving Day and Day After
Christmas Day

EXHIBIT H

DISPUTE RESOLUTION

If the Parties are unable to resolve a dispute, which has resulted in a termination notice, they may attempt to resolve the dispute within the twelve (12) month termination notice period through mediation as follows:

- (a) The parties can participate in a non-binding mediation procedure in which a mediator will be selected by having counsel for each party agree on a single person to act as mediator. In the event the parties cannot agree on a mediator, one will be selected in accordance with the Commercial Mediation Rules of the American Arbitration Association. The parties' counsel as well as the Officers of each Party will appear before the mediator at a time and place determined by the mediator, but not more than thirty (30) days after selection of a mediator. The fees of the mediator and other costs of mediation will be shared equally by the parties.
- (b) Each Party's counsel will have thirty (30) minutes to present a review of the issue and argument before the mediator. After each counsel's presentation, the other counsel may present specific counter-arguments not to exceed ten (10) minutes. The 45-minute and 10-minute periods will be exclusive of the time to answer questions from the mediator or attendees.
- (c) After both presentations, the Officers may ask questions of the other side. At the conclusion of both presentations and the question periods, the Officers and their counsel will meet together to attempt to resolve the dispute. The length of the meeting will be as agreed by the parties. Either Party may abandon the procedure at the end of the presentations and question periods if they feel it is not productive to go further. The mediation procedure is not binding on either Party.
- (d) The duties of the mediator are to be sure that the above set-out time periods are adhered to and to ask questions so as to clarify the issues and understandings of the parties. The mediator may also offer possible resolutions of the issues but has no duty to do so.

