

Southern California Joint Pole Committee

279 E. Arrow Hwy. Suite 104
San Dimas, CA 91773
Phone (909) 599-3801
Fax (909) 599-3825

January 16, 2013

A regular meeting of the **Operating Committee** took place on the above date, at 10:50 a.m., at the Committee office. Those in attendance were:

Mr. Larry Chow	Southern California Edison
Mr. James Eastwood	Southern California Edison
Mr. Scott Brown	City of Los Angeles
Mr. Steve Brown	City of Los Angeles
Ms. Tracey Province	Verizon Ca, MCI/Comm/Metro
Ms. Paula Haney	NextG Networks/NewPath Networks/CA-CLEC
Ms. Debbie Wooten	NextG Networks
Ms. Lynn Prescott	Verizon Wireless
Ms. Lupe Hernandez	AT&T Comm./Local Serv. (teleconference)
Ms. Janet Chirrick	AT&T California
Mr. Josh Mathisen	AT&T California
Ms. Alicia Smith	Sprint/Nextel (teleconference)
Ms. Shawn Henderson	T-Mobile USA
Ms. Yvonne Johnson	AT&T Mobility
Ms. Maria Ortiz	XO Communications
Mr. Rich Valladao	ExTeNet Systems (teleconference)
Ms. Amy Lynn Parker	CA-CLEC, LLC (teleconference)
Ms. Jaimie Collins	Crown Castle (teleconference)
Ms. Angela Pranata	Committee Staff
Mr. Kyle Levy	Committee Staff

Ms. Prescott opened the meeting at 10:50 a.m. by addressing the first issue on the agenda, the review of the **prior meeting minutes**. The members reviewed the November 2012 meeting minutes, and there were no questions, concerns or revisions.

The second agenda item is the review of the **November and December 2012 expense sheets**. Ms. Pranata reported that the November expenses were higher than usual due to there being three pay periods for the month. There were no further comments or questions in regards to the November and December expenses.

The third agenda item is the **accounts receivable**. Ms. Chirrick stated that she is having issues receiving invoices from Mr. Dan Garden at MCI Metro/MCI Telecommunications. Ms. Province responded that the paperwork can be sent to her, and that she will make sure Mr. Garden receives it and follows through with it. Ms. Province then addressed the Committee and stated that this also applies to any member who is having similar issues. There were no further questions or comments.

The fourth item on the agenda is the **November and December 2012 JPA activity** report. There were no questions or comments.

The fifth item for discussion is the **Member Board Attendance**. The members reviewed the attendance report. There were no questions or comments concerning the board attendance.

The sixth issue for discussion is **Standardization of Procedures and Minutes**. Mr. Levy reported that the JPC staff had a meeting and discussed Ms. Hernandez's reply to Ms. Pranata concerning Section 7.4 pole replacements. The staff was instructed to ignore the discrepancy in pole locations only when it is a 1-2' difference. For all other instances, Section 13.3 is used to notify that the location was updated per field conditions.

The seventh issue for discussion is **Item 1553: Withdrawal of Member Procedure**. The members reviewed the letter that Ms. Prescott had created to respond to a member when they have requested to withdraw from the Committee. The letter will serve to notify the member of their effective date of withdrawal and their continued assessment, as well as their obligations, liabilities and rights within the Committee. Mr. Hunter noted that the withdrawing member would still be liable for any additional cost causers and that this should be added to the letter. Ms. Haney questioned if there should be a cost per pole or hour charged to the member for the work involved when the JPC staff updates the pole records and reverts the member's grade and space back to the original owner's after relinquishing interest on a pole. Ms. Province responded that this would be covered under the membership fees that they would continue to pay until their withdrawal is complete. Mr. Hunter then brought up the issue with a member who withdraws due to a bankruptcy or does not properly follow the procedure laid out for withdrawing from the Committee, citing the example of Altrio. The members discussed how these companies have caused the Committee to spend additional time and resources, and agreed to be more proactive in cases such as these. Ms. Prescott suggested adding that the withdrawing member will have 180 from the date of the letter to provide the Committee with the status of all jointly owned poles and of all outstanding joint pole transactions, to which the members agreed. Ms. Haney stated that the member also needs to provide the disposition of their existing facilities to notify the Committee if they plan on entering into license agreements or relinquishing/abandoning their facilities.

The eighth issue for discussion is **Item 1555: Review Membership Application Process**. Ms. Prescott reported that the majority of this item has been completed and the members will discuss parts of the internal process at the next Operating Committee.

The ninth issue for discussion is **Item 1557: Notice of Default**. The members reviewed the revised Notice of Default letter that Ms. Prescott had created. The members then reviewed Section 10 of the Agreement and revised several minor references in the letter in accordance with the Agreement.

The tenth issue for discussion is **Item 1559: Banking Policy**. Ms. Pearson briefly went over the banking policy that Mr. Chow created. She reported that the dollar amounts under section 2 need to be revised to reflect those stated in the Agreement and By Laws. After reviewing the By Laws however, it was found that these amounts do not conflict. The members then discussed the signing of checks under Article 9 of the By Laws, and who is being referred to as “the other representative authorized by the Board”. The members concluded that this could be referring to either a member’s assigned Representative or another member of the JPC staff such as the Assistant Manager, as long as the Board specifically approves them to sign checks. It was agreed that this item will be discussed at the next Operating Committee where Mr. Chow will be present.

The eleventh item for discussion is **miscellaneous items**.

Accounting Data on Final JPA

Ms. Hernandez brought up a final JPA which was returned unapproved, and when it was submitted to the JPC office the approved column’s names were not typed but written in, and there was no accounting data shown for the majority of the members. Ms. Hernandez is of the opinion that this was not a valid final due to these omissions and questioned when this information was written on to the JPA. Mr. Levy responded that due to the nearly one and a half year gap between when it was first received by the JPC office and when it was final billed, it appears that the biller noticed this missing information and returned it to the initiator to be corrected by them. Ms. Hernandez asked if the accounting data needs to be filled out on a final and Ms. Pranata replied that this is not stated anywhere, nor do the JPC staff verify this information. Ms. Hernandez stated that she believes the accounting data should be required to be shown on all finals per their preliminary, and that this will be discussed further at the next Routine Revision Committee.

Projector and Electronic Whiteboard

Mr. Levy presented the Committee with several different models for an interactive whiteboard for use during the Committee meetings. The members were interested in purchasing one and directed Mr. Levy to further research these, and to bring the specifications and quotes to the next Operating Committee. Mr. Levy also presented several quotes for a replacement projector to the Committee, and the members authorized the purchase of one, not to exceed the amount of \$2,000, before next month’s meeting.

Office Wall

Ms. Pranata reported that she has already received the members’ replies to her inquiry about building a wall to cover the large window in her office, and asked for the Operating Committee’s approval to continue with construction. The members reviewed the quote that she received for the construction and approved the expenditures.

Item 14

Ms. Pranata reported that the JPC has received JPA's with item 14 being charged from December 2012 which are being billed in January 2013. She asked the Committee if item 14 is to be billed according to the date on which it is received or the bill of sale date. Ms. Province replied that these items are to be billed by the date the JPA is received by the JPC as JPA's can sometimes be held over for the following billing month. She also stated that if a JPA is returned to the initiator and not received back until the following year; the item will be billed using the newest date received by the JPC.

Review of Action Items

- Mr. Levy to purchase new projector
- Mr. Levy to research details and prices on interactive whiteboards/tablets
- Ms. Pranta to proceed with construction of office wall

The meeting adjourned at 1:30 p.m. until February 20, 2013.

Kyle Levy - Assistant Manager

(date)

Mr./Ms. *(insert name)*
(insert Company or Member Name)
(insert address)
(City, State, Zip)

Dear *(insert name)*,

This letter is to confirm receipt of your request, dated *(insert date)*, to terminate membership in the Southern California Joint Pole Committee due to *(the reason for withdrawal)*.

In accordance with the 1998 Southern California Joint Pole Agreement, Section 13 “Withdrawal of a Member” states that written notice to withdraw must be given at least (12) months prior to the effective date of withdrawal. Therefore, the projected effective date of withdrawal shall be on or after *(insert date 12 months from request date)*.

The following are several points to consider on withdrawing from the SCJPC. The withdrawn Member:

- Shall continue to be assessed based on Section 8 of the Agreement until the withdrawn Member no longer has jointly owned poles governed by this agreement.
- Shall have the same rights and obligations with respect to the deposit maintained in the Operating fund under Section 8 of the Agreement
- Shall not be released from any obligation or liability of indemnity which accrued or was accruing prior to said withdrawal
- Shall not be allowed to attend meetings
- Shall not be allowed to vote or have voting privileges
- Shall not be allowed to initiate Joint Pole Authorizations that involve purchase of interest

Enclosed please find a copy of the Southern California Joint Pole Agreement for reference. Please advise the Committee on the status of all jointly owned poles and of all outstanding joint pole transactions and provide the disposition of existing facilities on the poles within 180 days from the date of this letter.

Respectfully,

Ms. Angela Pranata

Notice of Default

Date: *(insert date)*

(insert Member Company Name and Member Code)

Sent Via: Certified US Mail

Hello To: *(insert Primary Representative Name Here),*

The Southern California Joint Pole Committee (SCJPC) has made numerous attempts to request payments on unpaid invoices related to assessments for the operating expenses of the SCJPC office.

This **Notice of Default** letter is official notification that *(insert Member Company Name Here)* is in default ~~of meeting the “Conditions of Membership”~~ as described in Section 106 of the 1998 Southern California Joint Pole Agreement.

Currently, your SCJPC Membership is subject to termination on *(insert date)*. If all outstanding debts are paid in full prior to *(insert date)* ~~using the enclosed Notice of Default Invoice~~, your membership status will remain active.

The outstanding/unpaid assessments are: *(included in the Notice of Default Invoice)*

Orig. Invoice Date	Invoice Description	Amount
		\$
		\$
		\$
		\$
	Total	\$

Documents enclosed with this letter are:

• ~~Notice of Default Invoice~~

- Individual invoices as they were originally sent out
- Copy of the 1998 Southern California Joint Pole Agreement, please refer to the following Sections:

Section 6 Conditions of Membership
Section 8 Financing Operation of the Committee
Section 10 Breaches by Members or Member's Defaults
Section 12 Remedies

Please direct any questions you may have to Mr. Scott Hunter or Ms. Angela Pranata.

Respectfully,

Mr. Scott Hunter (SCJPC 2012 President)
City of Los Angeles, Dept. of Water and Power
1-xxx-xxx-xxxx
1-xxx-xxx-xxxx

Ms. Angela Pranata (Office Manager)
Southern California Joint Pole Committee
1-xxx-xxx-xxxx
1-xxx-xxx-xxxx

SCJPC Financial Policy

1. Scope

- 1.1 The Operating Committee is authorized to approve reasonable expenditures for supplies and services necessary of the operation of the Office.
- 1.2 The Office Manager or Office Supervisor are authorized to incur reasonable financial obligations on behalf of the Committee for supplies and services necessary for the operation of the SCJPC Office.
- 1.3 All other financial obligations of the SCJPC Office must be approved by the Administrative Board prior to the expenditure and subject to the limits in Section 2 below.

2. Approval Authorization Limits

- 2.1 Administrative Board - greater than \$5000.00
- 2.2 Operating Committee - greater than \$1000.00 up to \$5000.00 in each instance
- 2.3 Office Manager and Office Supervisor - up to \$1000.00 in each instance.

(need to revisit these numbers)

3. Bank Accounts

- 3.1 SCJPC Office shall establish account(s) for the sole purpose of conducting Committee business in accordance with the Agreement and By-Laws.
- 3.2 The Office Manager and Office Supervisor shall have signature authority on all Committee accounts.

4. Bank Account Usage

- 4.1 SCJPC bank accounts shall only be use to conduct Committee business in accordance with the Agreement, By-Laws, and this Policy.
- 4.2 The Office Manager and Office Supervisor are individually authorized to use account(s) for expenditures or transactions in accordance with the Agreement, By-Laws, and this Policy.
- 4.3 Financial expenditures or transactions shall be made only upon the authorization from one of the following: SCJPC President; Vice President; authorized member representative.

Southern California Joint Pole Committee

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February 20, 2013

A regular meeting of the **Operating Committee** took place on the above date, at 10:45 a.m., at the Committee office. Those in attendance were:

Mr. Larry Chow	Southern California Edison
Mr. James Eastwood	Southern California Edison
Ms. Jessica Pearson	Southern California Edison
Mr. Scott Hunter	City of Los Angeles
Mr. Steve Brown	City of Los Angeles
Ms. Tracey Province	Verizon Ca, MCI/Comm/Metro (teleconference)
Ms. Paula Haney	NextG Networks/NewPath Networks/CA-CLEC
Ms. Debbie Wooten	NextG Networks
Ms. Lynn Prescott	Verizon Wireless
Ms. Lupe Hernandez	AT&T Comm./Local Serv.
Ms. Janet Chirrick	AT&T California
Mr. Josh Mathisen	AT&T California
Ms. Alicia Smith	Sprint/Nextel (teleconference)
Ms. Shawn Henderson	T-Mobile USA
Ms. Yvonne Johnson	AT&T Mobility
Mr. Rory Gandy	AT&T Mobility
Ms. Maria Ortiz	XO Communications
Mr. Daniel Lippert	City of Burbank
Mr. Dana Fabing	City of Lompoc
Mr. Emir Erba	Time Warner Cable
Ms. Maryam Farajzadeh	City of Vernon (teleconference)
Mr. Stephen Pebley	Frontier Communications (teleconference)
Ms. Jennifer Navarro Yhap	MetroPCS California, LLC (teleconference)
Ms. Marina Birarova	Crown Castle NG West, Inc.
Mr. William Kearns	Verizon California
Mr. Larry Vail	Verizon California
Mr. Steven McDonald	Verizon California
Ms. Angela Pranata	Committee Staff
Mr. Kyle Levy	Committee Staff

Ms. Prescott opened the meeting at 10:45 a.m. by addressing the first issue on the agenda, the review of the **prior meeting minutes**. The members reviewed the January 2013 meeting minutes, and there were no questions, concerns or revisions.

The second agenda item is the review of the **January 2013 expense sheet**. There were no comments or questions in regards to the January expenses.

The third agenda item is the **accounts receivable**. Ms. Pranata reported that she has tried to contact Jim Perry concerning the past due invoices for Verizon Wireless, although she has not received a reply back. Ms. Prescott replied that she will contact him and get back to Ms. Pranata with his response. There were no further questions or comments.

The fourth item on the agenda is the **January 2013 JPA activity** report. Mr. Levy reported that the office received a greater number of JPA's than normal for the January bill of sale. Ms. Hernandez asked if the total amount of JPA's received from Edison includes 18.1F JPA's that they submitted for other members. Ms. Pranata replied that the 18.1F JPA's are included in Edison's total JPA count. There were no further questions or comments.

The fifth item for discussion is the **Member Board Attendance**. The members reviewed the attendance report. There were no questions or comments concerning the board attendance.

The sixth issue for discussion is **Standardization of Procedures and Minutes**. Mr. Levy reported that the JPC staff discussed the newly created items 14A and 14B, and that these items are to be billed according to the newest date stamp year in which the JPA was received by the JPC office. There were no questions or comments.

The seventh issue for discussion is **Item 1553: Withdrawal of Member Procedure**. The members finished reviewing and revising the letter that Ms. Prescott had created to respond to a member when they have requested to withdraw from the Committee. Ms. Prescott asked the Committee what further steps are needed to be taken after sending this letter to the withdrawing Member. Mr. Chow responded that there should be a meeting between the Member and the Committee in order to further inform them of their continued responsibilities during the withdrawal process. The Members agreed that this would help in working with the withdrawing Member as there are a multitude of reasons as to why one would request to withdraw, also to help avoid a situation similar to when Altrio left the Committee. Ms. Prescott finished by announcing that this item is complete and is now closed.

The eighth issue for discussion is **Item 1555: Review Membership Application Process**. Ms. Prescott reported that all of the reviewed letters and documents involved with the membership application process have been completed. She continued reporting that Mr. Chow and she need to work on the steps for this process, and requested that Ms. Pranata send them the JPC office's internal process to review and to use to create their process. Mr. Prescott concluded that this will be discussed at the following Operating Committee.

The ninth issue for discussion is **Item 1557: Notice of Default**. Ms. Prescott reported that the Notice of Default letter has finished being reviewed and finalized. The Members reviewed the Agreement and concluded that according to what is stated, the Notice of Default letter should be sent to a Member in default of payment after 60 days from which the payment is due has elapsed. Before this however, a past

due notice will be sent to the Member after 30 days from the payment due date. Mr. Hunter questioned the Committee as to how long a Member can be in default before their membership is subject to termination. The Committee agreed that this is to be 60 days from the date of the Notice of Default letter if all outstanding debts have not been paid. Mr. Hunter noted that according to the Agreement, their membership will not be terminated if the Member is in good faith pursuing cure of the default. Ms. Prescott agreed that this should be included as the Committee would prefer to not have to terminate any memberships, and would rather have open dialogue with the member concerning payments. Ms. Prescott finished by reporting that this item is now closed.

The tenth issue for discussion is **Item 1559: Banking Policy**. Mr. Chow reported that there are several Members who have signature authority on the JPC Wells Fargo checking account, and explained that if they have a personal checking account there they are also able to access the JPC account, including withdrawing money from the account. Mr. Chow stated that he does not want to put the Members or JPC staff in such a position and it was decided that the account with Wells Fargo will be closed and an account will be opened with a smaller, more local bank. He continued explaining that he created a banking policy for the JPC staff to follow which identifies via policy what the bank account and its funds will be used for. Mr. Chow noted that the approved authorization limits need to be revised on the banking policy to be consistent with those found in the By-Laws. The Committee agreed that these will be changed in the interim; however, the By-Laws should be reviewed and revised at a later date and the banking policy can be updated again to reflect these changes. A new item was created, Item 1569: By Laws Revision, to begin working on this at the Reorganization Committee next month.

The eleventh item for discussion is **miscellaneous items**.

Electronic Whiteboard

Mr. Levy presented the Committee with several different models for an interactive whiteboard for use during the Committee meetings, and fielded questions from the members concerning the specifications and differences of each model. After some discussion and further online research, the Committee decided on purchasing the Hitachi Starboard FX-TRIO-88W in the amount of \$1,724.00, and authorized the purchase of this item.

Review of Action Items

- Ms. Pranata to send Members existing process for membership application
- Mr. Chow to send banking policy to attorney for review
- Mr. Levy to purchase Hitachi Starboard electronic whiteboard

The meeting adjourned at 12:20 p.m. until March 20, 2013.

Kyle Levy - Assistant Manager

(date)

Mr./Ms. *(insert name)*
(insert Company or Member Name)
(insert address)
(City, State, Zip)

Dear *(insert name)*,

This letter is to confirm receipt of your request, dated *(insert date)*, to terminate membership in the Southern California Joint Pole Committee due to *(the reason for withdrawal)*.

In accordance with the 1998 Southern California Joint Pole Agreement, Section 13 "Withdrawal of a Member" states that written notice to withdraw must be given at least (12) months prior to the effective date of withdrawal. Therefore, the projected effective date of withdrawal shall be on or after *(insert date 12 months from request date)*.

The following are several points to consider on withdrawing from the SCJPC. The withdrawn Member:

- Shall continue to be assessed based on Section 8 of the Agreement until the withdrawn Member no longer has jointly owned poles governed by this agreement.
- Shall have the same rights and obligations with respect to the deposit maintained in the Operating fund under Section 8 of the Agreement
- Shall not be released from any obligation or liability of indemnity which accrued or was accruing prior to said withdrawal
- Shall not be allowed to attend meetings
- Shall not be allowed to vote or have voting privileges
- Shall not be allowed to initiate Joint Pole Authorizations that involve purchase of interest

Enclosed please find a copy of the Southern California Joint Pole Agreement for reference. Please advise the Committee on the status of all jointly owned poles and of all outstanding joint pole transactions. and Also, please provide the status and planned disposition of existing facilities on the poles within 180 days from the date of this letter.

Respectfully,

Ms. Angela Pranata

Notice of Default

Date: *(insert date)*

(insert Member Company Name and Member Code)

Sent Via: Certified US Mail

Hello To: *(insert Primary Representative Name Here),*

The Southern California Joint Pole Committee (SCJPC) has made numerous attempts to request payments on unpaid invoices related to assessments for the operating expenses of the SCJPC office.

This **Notice of Default** letter is official notification that *(insert Member Company Name Here)* is in default ~~of meeting the “Conditions of Membership”~~ as described in Section 106 of the 1998 Southern California Joint Pole Agreement.

Currently, your SCJPC Membership is subject to termination on *(insert date 60 days from the date of notice of default letter)*. If all outstanding debts are paid in full prior to *(insert date same date as above)* ~~using the enclosed Notice of Default Invoice~~, your membership status will remain active.

The outstanding/unpaid assessments are: *(included in the Notice of Default Invoice)*

Orig. Invoice Date	Invoice Description	Amount
		\$
		\$
		\$
		\$
	Total	\$

Documents enclosed with this letter are:

● ~~Notice of Default Invoice~~

- Individual invoices as they were originally sent out
- Copy of the 1998 Southern California Joint Pole Agreement, please refer to the following Sections:

Section 6	Conditions of Membership
Section 8	Financing Operation of the Committee
Section 10	Breaches by Members or Member's Defaults
Section 12	Remedies

Please direct any questions you may have to Mr. Scott Hunter or Ms. Angela Pranata.

Respectfully,

Mr. Scott Hunter (SCJPC 20132 President)
City of Los Angeles, Dept. of Water and Power
1-xxx-xxx-xxxx
1-xxx-xxx-xxxx

Ms. Angela Pranata (Office Manager)
Southern California Joint Pole Committee
1-xxx-xxx-xxxx
1-xxx-xxx-xxxx

SCJPC Financial Policy

1. Scope

- 1.1 The Operating Committee is authorized to approve reasonable expenditures for supplies and services necessary of the operation of the Office.
- 1.2 The Office Manager or Assistant Manager ~~Office Supervisor~~ are authorized to incur reasonable financial obligations on behalf of the Committee for supplies and services necessary for the operation of the SCJPC Office.
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2. Approval Authorization Limits

- 2.1 Administrative Board - greater than \$5000.00
- 2.2 Operating Committee - greater than \$1000.00 up to \$5000.00 in each instance
- 2.3 Office Manager and Office Supervisor - up to \$1000.00 in each instance.
(need to revisit these numbers)

3. Bank Accounts

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- 4.3 Financial expenditures or transactions shall be made only upon the authorization from one of the following: Administrative Board; Operating Committee; SCJPC President; Vice President; authorized member representative.

Southern California Joint Pole Committee

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March 20, 2013

A regular meeting of the **Operating Committee** took place on the above date, at 10:30 a.m., at the Committee office.

Those in attendance were:

Mr. Larry Chow	Southern California Edison
Ms. Jessica Pearson	Southern California Edison
Mr. Scott Hunter	City of Los Angeles
Mr. Steve Brown	City of Los Angeles
Ms. Paula Haney	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Debbie Wooten	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Lily Tran	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Lynn Prescott	Verizon Wireless
Ms. Lupe Hernandez	AT&T Comm./Local Serv.
Ms. Janet Chirrick	AT&T California
Mr. Josh Mathisen	AT&T California
Ms. Gail Dafun	AT&T California
Ms. Shawn Henderson	T-Mobile USA
Ms. Yvonne Johnson	AT&T Mobility
Mr. Rory Gandy	AT&T Mobility
Ms. Maria Ortiz	XO Communications
Mr. Daniel Lippert	City of Burbank
Mr. Dana Fabing	City of Lompoc
Mr. William Kearns	Verizon Ca, MCI/Comm/Metro
Mr. Larry Vail	Verizon Ca, MCI/Comm/Metro
Mr. Jim Bollier	Verizon Ca, MCI/Comm/Metro
Ms. Angela Pranata	Committee Staff
Mr. Kyle Levy	Committee Staff

Those attending via teleconference were:

Ms. Tracey Province	Verizon Ca, MCI/Comm/Metro
Ms. Tina Simms	AT&T California
Ms. Alicia Smith	Sprint/Nextel
Ms. Jennifer Navarro Yhap	MetroPCS California, LLC
Ms. Amy Parker	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Jaimie Collins	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Maryam Farajzadeh	City of Vernon
Ms. Tara Lake	ATC Outdoor DAS, LLC

Ms. Prescott opened the meeting at 10:30 a.m. by addressing the first issue on the agenda, the review of the **prior meeting minutes**. The members reviewed the February 2013 meeting minutes, and there were no questions, concerns or revisions.

The second agenda item is the review of the **February 2013 expense sheet**. There were no comments or questions in regards to the February expenses.

The third agenda item is the **accounts receivable**. Ms. Pranata reported that she has not received a response so far from Jim Perry at Verizon Wireless concerning their past due invoices. Ms. Prescott asked Ms. Pranata if she has received a reply back from XO Communications and Ms. Pranata answered that she has not. Ms. Pranata concluded by stating that she will be sending out a notice of default letter to Verizon Wireless and XO Communications due to their invoices that are past due in excess of 60 days.

The fourth item on the agenda is the **February 2013 JPA activity** report. There were no questions or comments.

The fifth item for discussion is the **Member Board Attendance**. The members reviewed the attendance report. Ms. Pranata reported that a Member had joined this morning's Administrative Board meeting late and had missed all of the voting that took place. She asked the Committee if a Member would be considered as having been present or absent from the meeting in such a case. After reviewing the Agreement, they found that there is nothing specifying that a Member is required to participate in the voting in order to be considered present, and so the Member in question should be counted as having attended the meeting. There were no further questions or comments concerning the board attendance.

The sixth issue for discussion is **Standardization of Procedures and Minutes**. Mr. Levy reported that the JPC staff discussed that the information in the utility header on a JPA is required to be typed, and not hand-written in. There were no questions or comments.

The seventh issue for discussion is **Item 1543: Friend Field Enhancement**. Mr. Prescott reported that the Committee is moving forward with only two of the original three enhancements to Friend, the field identifying which party performed the PTD and to distinguish a removal from relinquishment. It was decided in the Computer Committee that the flagging of poles with the same location will not adequately find enough of such poles to warrant the enhancement, and that Ms. Pranata will receive a new quote for the two aforementioned enhancements only. There were no questions or comments.

The eighth issue for discussion is **Item 1555: Review Membership Application Process**. The Committee reviewed the internal document for the JPC staff to follow which outlined the membership application process. The Committee revised several minor issues with the document such as the verbiage along with updating items like the application fee to reflect the current amount. After all of the

required changes were made, the document was finalized by the Committee and Ms. Prescott reported that this item can now be closed.

The tenth issue for discussion is **Item 1559: Banking Policy**. Mr. Chow reported that the JPC banking policy document has been updated as of last month's meeting, and the only changes necessary will be due to any revisions made to related sections of the By Laws at the Reorganization Committee. Mr. Chow reported that he is still waiting for a response concerning the banking policy from his attorney before continuing with this item.

The eleventh item for discussion is **miscellaneous items**.

JPC Staff Evaluations

Ms. Prescott requested that Ms. Pranata begin preparing the JPC staff's evaluations starting in either April or May and Ms. Pranata agreed.

The meeting concluded with Mr. Levy giving a brief demo of the newly acquired electronic whiteboard; however, it was not functioning properly at the time. He stated that he would work on solving this issue before next month's meetings.

Review of Action Items

- Ms. Pranata to send notice of default letter to Verizon Wireless and XO Communications.
- Ms. Pranata to begin preparing staff evaluations.
- Mr. Levy to troubleshoot electronic whiteboard

The meeting adjourned at 11:15 a.m. until April 17, 2013.

Kyle Levy - Assistant Manager

MEMBERSHIP APPLICATION

SCOPE

You will receive communication from outside parties interested in membership. Many instances, these inquirers are not fully aware of how the committee functions, the costs, and what is expected of them when they become members. You may refer them to our website, or if they insist on inquiring you may need to ask and answer some questions. There are questions you may ask to filter out those who do not realize what is entailed in joining and the obligations of committee membership. Following are some of questions that might aid you in expediting the communication.

1. How are you attaching to poles today?
2. How many poles do you intend to purchase?
3. What areas are your points of interest?
4. Are you aware of the initial cost for membership?
5. Are you aware of the monthly assessments?

APPLICATION PROCESS

If the caller understands committee membership and wishes to apply, follow the directions below:

- Company must submit a formal letter requesting the requirements for membership application, and state their purpose of application.
- Upon receipt of the formal letter it is placed on the communications portion on the agenda of the next Administrative Board meeting to inform the members. The Committee office responds with a letter of requirements, (CPCN or WIN, audited financial statement, proof of liability) as well as the 1998 Joint Pole Agreement (enclosure), with reference to Section 6, Section 3, and a request for a non-refundable application fee of \$725.00 (for acctg purposes you dr cash/cr member assessments and deduct from operating expenses worksheet). All letters to new members are found in: [common.NEWMEMB](#)
- Upon receipt of the application fee and all other documents, the financial documents are sent to all members via email attachment, or if it is too large place it on the SCJPC.net web site and direct the members to it. The Committee members scrutinize the financial statement to ensure the organization is in good financial standing, and they are to state their respective thoughts on the applicants financial standing as acceptable or non-acceptable.
- At the discretion of the Board, the applicant may be invited to a Board meeting for an interview. Prior to the interview, a questionnaire

(file:[NEWMEMB/Process](#)) is sent to the applicant to aid in their preparation, and to aid the members in their dialogue.

- Following the Board meeting with the prospective member, the Board will again meet to vote acceptance/denial of the new member.
- If member has been accepted, the notification of **approval letter** will be sent to the new member, with a copy of a **corporate resolution** (found in: [common/JPC/agreement/1998](#)), to be signed by an officer of the organization. Included with the letter will be the **First Amendment** (found in: [common/JPC/agreement/1998](#)), to the 1998 Agreement to be signed, and an **invoice for membership fee**. **New members must also provide a deposit or a Surety Bond to cover 2 years assessment (approximately \$12,300.00)**. The **membership information sheet** is included to be completed by new member and information to be uploaded on web and update Section 20 of Routine Handbook. Also included in packet is copy of the original **1998 SCJPC Agreement** (includes all member signatures), and a copy of the **SCJPC By-Laws**.
Items included in new member packet:
 - Letter of acceptance
 - Initial membership fee invoice
 - Corporate resolution to be signed
 - First Amendment to be signed
 - Copy of By-laws
 - Copy of 1998 SCJPC Agreement
 - New member information sheet
- When resolution, amendment, Surety Bond/deposit, member information sheet and invoice payment is received new member may then start processing JPAs
- MO to insert original signed resolution into master copy of 1998 Agreement and make a copy of signed resolution for members file.
- Account numbers and all other clerical information will be added to the Joint Pole Database, and UserID and pass code will be assigned. Section 20 will be updated. **Appendix in master copy of 1998 Agreement is revised** (file: JPC\Agreement\1998\Appendix). When revised mail a copy to new member.

SCJPC Financial Policy

1. Scope

- 1.1 The Operating Committee is authorized to approve reasonable expenditures for supplies and services necessary of the operation of the Office.
- 1.2 The Office Manager or Assistant Manager ~~Office Supervisor~~ are authorized to incur reasonable financial obligations on behalf of the Committee for supplies and services necessary for the operation of the SCJPC Office.
- 1.3 All other financial obligations of the SCJPC Office must be approved by the Administrative Board prior to the expenditure and subject to the limits in Section 2 below.

2. Approval Authorization Limits

- 2.1 Administrative Board - greater than \$5000.00
- 2.2 Operating Committee - greater than \$1000.00 up to \$5000.00 in each instance
- 2.3 Office Manager and Office Supervisor - up to \$1000.00 in each instance.
(need to revisit these numbers)

3. Bank Accounts

- 3.1 SCJPC Office shall establish account(s) for the sole purpose of conducting Committee business in accordance with the Agreement and By-Laws.
- 3.2 The Office Manager and Assistant Manager ~~Office Supervisor~~ shall have signature authority on all Committee accounts.

4. Bank Account Usage

- 4.1 SCJPC bank accounts shall only be use to conduct Committee business in accordance with the Agreement, By-Laws, and this Policy.
- 4.2 The Office Manager and Assistant Manager ~~Office Supervisor~~ are individually authorized to use account(s) for expenditures or transactions in accordance with the Agreement, By-Laws, and this Policy.
- 4.3 Financial expenditures or transactions shall be made only upon the authorization from one of the following: Administrative Board; Operating Committee; SCJPC President; Vice President; authorized member representative.

Southern California Joint Pole Committee

279 E. Arrow Hwy. Suite 104
San Dimas, CA 91773
Phone (909) 599-3801
Fax (909) 599-3825

April 17, 2013

A regular meeting of the **Operating Committee** took place on the above date, at 10:45 a.m., at the Committee office.

Those in attendance were:

Mr. Larry Chow	Southern California Edison
Ms. Jessica Pearson	Southern California Edison
Mr. James Eastwood	Southern California Edison
Mr. Scott Hunter	City of Los Angeles
Mr. Steve Brown	City of Los Angeles
Ms. Paula Haney	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Debbie Wooten	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Jaimie Collins	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Jane Bibb	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Lynn Prescott	Verizon Wireless
Ms. Lupe Hernandez	AT&T Comm./Local Serv.
Ms. Shawn Henderson	T-Mobile USA
Ms. Yvonne Johnson	AT&T Mobility
Ms. Maria Ortiz	XO Communications
Mr. Emir Erba	Time Warner Cable
Mr. Dana Fabing	City of Lompoc
Mr. Jim Bollier	Verizon Ca, MCI/Comm/Metro
Ms. Angela Pranata	Committee Staff
Mr. Kyle Levy	Committee Staff

Those attending via teleconference were:

Ms. Janet Chirrick	AT&T California
Ms. Tina Simms	AT&T California
Ms. Alicia Smith	Sprint/Nextel
Ms. Amy Parker	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC

Ms. Prescott opened the meeting at 10:45 a.m. by addressing the first issue on the agenda, the review of the **prior meeting minutes**. The members reviewed the March 2013 meeting minutes, and there were no questions, concerns or revisions.

The second agenda item is the review of the **March 2013 expense sheet**. Ms. Pranata reported that due to the increase in attendance at the Committee meetings, the expense for the lunches is over the budget. There were no further comments or questions in regards to the March expenses.

The third agenda item is the **accounts receivable**. Ms. Pranata reported that XO Communications has paid their past due expenses and is now in good standing with the Committee. She continued that she is still waiting for payment from Verizon Wireless, and Ms. Prescott replied that she had spoken to Jim Perry who notified her that they are currently in the process of being paid. Ms. Prescott anticipated that these will be paid within 30 days.

The fourth item on the agenda is the **March 2013 JPA activity** report. There were no questions or comments.

The fifth item for discussion is the **Member Board Attendance**. The members reviewed the attendance report. There were no questions or comments concerning the board attendance.

The sixth issue for discussion is **Standardization of Procedures and Minutes**. Mr. Levy reported that the JPC staff discussed the recently created example for a section 7.4 pole replacement where a PB LTD is being performed, in which item 5e is now included in the cost. He also asked the Members which company would be receiving salvage for the first pole replacement on the example. Mr. Hunter stated that there would be no salvage charged to either company in this case and that there should never be an instance of an LTS shown on a JPA. Ms. Pranata explained that although there will be no actual dollar amount charged for the salvage, the JPC staff still shows a \$0 charge for salvage like they do in all instances of pole removals and replacements. The Committee discussed the relevance of this and agreed that the JPC office will continue notating this on JPAs.

The seventh issue for discussion is **Item 1543: Friend Field Enhancement**. Mr. Prescott reported that Ms. Pranata has received a quote of \$1,500 for the two enhancements to Friend that were decided upon, the field identifying which party performed the pole removal and to distinguish a removal from a relinquishment. Ms. Pranata noted that there will be additional costs from Diamond Bar Web to modify the website to match the database, which she will find out exactly how much this will be once Joe Atalla finishes updating the database. There were no further questions or comments.

The tenth issue for discussion is **Item 1559: Banking Policy**. Mr. Chow reported that Edison's legal department did not have any additions or changes necessary for the Banking Policy document, and stated that if there are no further changes that it can be finalized. Ms. Prescott noted that since the approved authorization limit amounts which were agreed upon are in the Banking Policy, that no changes need to be made and the amounts in the By Laws will need to be changed to reflect these. Mr. Hunter suggested that since the policy provides the Office Manager and Assistant Manager with signature authority, it needs to be stated that this is only after the approval of an expenditure by an authorized member representative. Ms. Pranata asked if Member's would accept emails of invoices and Mr. Hunter responded that as long he receives a cover sheet along with the approval

stamps that he has no issue with this. Section 4.3 of the Banking Policy was revised to reflect this by noting that financial expenditures shall be made only upon signed authorization by an authorized member representative. The Committee was in agreement and it was decided that soft signatures sent via email are acceptable as they will be brought back with a wet signature at a later date. The Members then discussed the need for alternate authorized member representatives and added a list to the Banking Policy of those members who volunteered for the position. Mr. Chow then brought up the need for the JPC office to switch the bank account from Wells Fargo to U.S. Bank. Ms. Prescott agreed and informed Ms. Pranata to move forward with this and find out what information is required by the new bank. The Committee concluded by deciding to move this discussion from the Operating Committee to the Reorganization Committee.

Review of Action Items

- Ms. Pranata to begin process of switching banks
- Ms. Pranata to move forward with Friend field enhancements
- Ms. Pranata to email members increase in percentage of payroll.
- Ms. Prescott to work on Ms. Pranata's evaluation

The meeting adjourned at 12:00 p.m. until May 15, 2013.

Kyle Levy - Assistant Manager

SCJPC Financial Policy

1. Scope

- 1.1 The Operating Committee is authorized to approve reasonable expenditures for supplies and services necessary of the operation of the Office.
- 1.2 The Office Manager or ~~Assistant Manager Office Supervisor~~ are authorized to incur reasonable financial obligations on behalf of the Committee for supplies and services necessary for the operation of the SCJPC Office.
- 1.3 All other financial obligations of the SCJPC Office must be approved by the Administrative Board prior to the expenditure and subject to the limits in Section 2 below.

2. Approval Authorization Limits

- 2.1 Administrative Board - greater than \$5000.00
- 2.2 Operating Committee - greater than \$1000.00 up to \$5000.00 in each instance
- 2.3 Office Manager and Office Supervisor - up to \$1000.00 in each instance for non-budgeted items.
- 2.4 Office Manager and Office Supervisor – The budgeted amount approved by the Administrative Board.

3. Bank Accounts

- 3.1 SCJPC Office shall establish account(s) for the sole purpose of conducting Committee business in accordance with the Agreement and By-Laws.
- 3.2 The Office Manager and ~~Assistant Manager Office Supervisor~~ shall have signature authority on all Committee accounts.

4. Bank Account Usage

- 4.1 SCJPC bank accounts shall only be use to conduct Committee business in accordance with the Agreement, By-Laws, and this Policy.
- 4.2 The Office Manager and ~~Assistant Manager Office Supervisor~~ are individually authorized to use account(s) for expenditures or transactions in accordance with the Agreement, By-Laws, and this Policy.
- 4.3 Financial expenditures or transactions shall be made only upon the signed authorization from one of the following: -SCJPC President; Vice President; or authorized member representative or alternate selected by the Operating Committeerepresentative.

2013 Authorized Member Representative

- Southern California Edison
- Crown Castle NG West Inc.

Southern California Joint Pole Committee

279 E. Arrow Hwy. Suite 104
San Dimas, CA 91773
Phone (909) 599-3801
Fax (909) 599-3825

May 15, 2013

A regular meeting of the **Operating Committee** took place on the above date, at 10:15 a.m., at the Committee office.

Those in attendance were:

Ms. Jessica Pearson	Southern California Edison
Mr. James Eastwood	Southern California Edison
Mr. Scott Hunter	City of Los Angeles
Mr. Steve Brown	City of Los Angeles
Ms. Janet Chirrick	AT&T California
Mr. Josh Mathisen	AT&T California
Mr. William Kearns	Verizon Ca, MCI/Comm/Metro
Ms. Paula Haney	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Debbie Wooten	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Amy Parker	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Lynn Prescott	Verizon Wireless
Ms. Lupe Hernandez	AT&T Comm./Local Serv.
Mr. Paul Smolarski	T-Mobile USA
Ms. Yvonne Johnson	AT&T Mobility
Mr. Rory Gandy	AT&T Mobility
Ms. Maria Ortiz	XO Communications
Mr. Emir Erba	Time Warner Cable
Mr. Alfonso Morales	Time Warner Cable
Mr. Daniel Lippert	City of Burbank
Mr. Joe Armstrong	City of Pasadena
Ms. Angela Pranata	Committee Staff
Mr. Kyle Levy	Committee Staff

Those attending via teleconference were:

Ms. Tina Simms	AT&T California
Mr. Larry Vail	Verizon Ca, MCI/Comm/Metro
Ms. Alicia Smith	Sprint/Nextel
Mr. Brandon Robinson	City of Banning
Ms. Jennifer Navarro Yhap	MetroPCS California, LLC
Mr. Stephen Pebley	Frontier Communications

Ms. Prescott opened the meeting at 10:15 a.m. by addressing the first issue on the agenda, the review of the **prior meeting minutes**. The members reviewed the April 2013 meeting minutes, and there were no questions, concerns or revisions.

The second agenda item is the review of the **April 2013 expense sheet**. There were no comments or questions in regards to the April expenses.

The third agenda item is the **accounts receivable**. Ms. Pranata reported that she is still awaiting payment from Verizon Wireless, to which Ms. Prescott replied that she will have an answer for her concerning payment within the week. Ms. Haney announced that she will follow up with Ms. Pranata regarding two payments in which the checks were mistakenly sent to Southern California Edison's JPO office rather than the JPC office.

The fourth item on the agenda is the **April 2013 JPA activity** report. Ms. Prescott noted the increase in Edison joint JPAs that were billed for the month of April. Mr. Levy responded that the office is able to bill joint JPAs rather quickly and that the majority of the staff's time is spent billing the multi party JPAs as they are more complicated and time consuming. There were no further questions or comments.

The fifth item for discussion is the **Member Board Attendance**. The members reviewed the attendance report. Ms. Pranata reported that the City of Banning did not attend today's Administrative Board meeting and would be charged the penalty fee as they are not in compliance with the attendance policy. Mr. Hunter asked Ms. Pranata how much the penalty is and she replied that it is \$500. There were no further questions or comments concerning the board attendance.

The sixth issue for discussion is **Standardization of Procedures and Minutes**. Mr. Levy stated that there was nothing to report regarding the standardization of procedures and minutes.

The seventh issue for discussion is **Item 1543: Friend Field Enhancement**. Ms. Pranata reported that she will discuss the Friend field enhancements with Mr. Atalla tomorrow, and that it should take two weeks of programming in order to implement the enhancements. There were no further questions or comments.

The eighth issue for discussion is **Item 1572: Article 3 Section 4 (c)**. Ms. Prescott reported that the Committee is considering the possibility of a third party credit financial analysis to be done for all new applicants seeking membership with the SCJPC. She stated that the company being considered for this is Dun and Bradstreet as the NCJPA utilizes them for their credit analyses, and she asked Ms. Chirrick if this procedure is stated in the NCJPA's By-Laws. Ms. Chirrick responded that it is not stated in the North's By-Laws as it only addresses their general ability to determine an applicant's credit worthiness, and not specifically how they go about doing so. Ms. Hernandez noted that Section 4 (c) requires the maintenance of Section 4 (a) and (b), although the Committee has never requested that any member demonstrate that their insurance is current after their initial application process.

Ms. Hunter noted that his legal department requires this of him and the insurance requirements must be fulfilled and checked each year to make sure they have not lapsed. Ms. Prescott stated she believes that each member should be required to provide their current insurance information every year. Ms. Hernandez concurred and noted that a member is considered not in compliance of the Agreement if they do not provide their certificate of insurance. The members were in agreement with this and decided that the requests for this would be sent out in September of each year and will be due by December 1st, to be reviewed by the Office Manager in December. Ms. Prescott stated that she and Ms. Pranata will work on a letter to request the certificate of insurance for September and concluded by reporting that this item is now closed.

The ninth issue for discussion is **miscellaneous items**.

Changing Banks

Ms. Pranata reported that she is currently working on switching the account over to U.S. Bank and currently needs Mr. Hunter to sign a letter that will authorize Mr. Levy and her as authorized signatories. She reported that they require a minimum deposit of \$100 to open a checking account and also that she is checking with the CPA to verify the internal account number. Ms. Pranata concluded that she has already signed all of the other required documents and that once Mr. Hunter signs the above letter the bank will supply her with an account number, and the funds can begin to be transferred over to the new account.

Use of third party credit company for membership consideration (D&B – Dun and Bradstreet).

Ms. Prescott reported that this was discussed and agreed upon moving forward with under Item 1572: Article 3 Section 4 (c). Ms. Pranata added that there is a fee associated with using Dun and Bradstreet's services and asked Ms. Chirrick how much the NCJPA is charged. Ms. Chirrick responded that the fee is under \$100 for each credit analysis, and she added that she will get back to Ms. Pranata with the exact amount. Ms. Hernandez stated that Ms. Pranata will need to add this new step to the membership application process.

Operating Guidelines

The members reviewed the most recent version of the Operating Guidelines and made several minor grammatical alterations and also updated all instances of the title of Office Manager to Manager of Operations. Under Section B Functional, item 15 was removed which stated that the Manager shall maintain a quarterly report of operational changes to office; the members agreed that it was not necessary. Next, the entirety of Section C Financial was removed and replaced with the recently revised Article VII Section 2 of the By-Laws as it contains all of the relevant financial information. There were no further revisions or comments regarding the Operating Guidelines.

NCJPA Training

Ms. Chirrick reported that the NCJPA office is having some problems and they are requesting the help of the SCJPC. Ms. Tina Simms, who just recently took over for Mr. Michael Wolfe as active member of the NCJPA Operating Committee, stated that she has noticed that there are significant execution problems at the NCJPA office. She continued that she has been working closely with PG&E and several other members of the Operating Committee in order to identify the specific issues they are having. The most notable issues she has found are regarding budget governance in terms of oversight, operating procedures and processes, unresolved membership billing, no documentation of procedures, and that the staff feels they lack the proper level of training in order to perform their duties. She also stated that there are leadership problems at the office and often times members of the Board or Operating Committee will need to take over in order for a task to be completed. Ms. Simms explained how she marshaled an emergency meeting with the SCJPC Board last month, and proposed the idea that some of the SCJPC staff could visit the NCJPA office for a week of training and benchmarking assistance in June, with another week allowed for a follow-up visit 30 days later. She also explained that the NCJPA would pay for all expenses associated with these trips. Ms. Simms stated that from this she would like to see the same level of expertise and execution of similar processes performed in the North as is currently done in the South. She explained that these visits would be for two people, one being Ms. Pranata and the other either the office's supervisor or trainer, and will be for the week of June 24th – 28th with the follow-up scheduled for July 22nd – 26th.

Ms. Haney asked the members if they thought it was time for the two Committees to be combined into one. Ms. Simms replied that it is one of the things she is considering in regard to this training effort, and she will have a better understanding of whether or not they should afterwards. Mr. Brown asked if it would be more beneficial for the NCJPA personnel to first visit the SCJPC office to see how it functions. Ms. Simms responded that this is something they are considering possibly after the proposed training is done in June and July, and would like to do this before the end of the year. Ms. Prescott asked Ms. Pranata which staff member would join her on the trip and she replied that Mr. Levy will be accompanying her. Ms. Prescott inquired if the Committee would need to vote on this trip at the Administrative Board meeting and it was agreed that it is not necessary to vote on; only a consensus needs to be reached. The members then agreed unanimously to move forward with this training effort.

Review of Action Items

- Ms. Pranata to have Mr. Atalla begin work on Friend enhancements.
- Ms. Pranata to have Mr. Hunter sign letter for U.S. Bank.
- Ms. Prescott and Ms. Pranata to work on certificate of insurance request letter.

The meeting adjourned at 11:40 a.m. until June 19, 2013.

Kyle Levy - Assistant Manager

Operating Guidelines/Procedures for SCJPC ~~Office Manager (OM)~~ Manager of Operations

A. GENERAL

- 1) Position of ~~Office Manager (OM)~~ Manager of Operations (MO) shall be appointed by the SCJPC Administrative Board (Admin Board) and report directly to the Vice-President. Salary of ~~MOOM~~ shall be as recommended by the Operating committee.
- 2) The Office Manager shall manage the operations of the Committee Office.
- 3) The ~~MOOM~~ shall perform the duties including but not limited to those outlined in the SCJPC By-Laws (as revised ~~01/01/2009~~ 01/06/2006) ~~and below.~~
- 4) Direction and support will be provided to the ~~MOOM~~ by the SCJPC Vice-President, as Chair of the Operating Committee ~~(OC)~~ under the direction of the Admin Board.

B. Functional

The ~~MOOM~~ shall:

- 1) Be responsible for maintaining records; performing work connected with recording and pricing of transactions for joint ownership of poles and their apparatus or equipment; and preparing monthly bills of sales for Members reflecting all sales, transfers of ownership, and related joint ownership activities.
- 2) Shall sign all reports and documents of a factual nature required by governmental agencies and other agencies in the normal course of business.
- 3) Obtain Operating Committee approval for all Committee Office practices and procedures.
- 4) Be responsible for the maintenance and administration of the Committee Office computing system.
- 5) Notify each Member of all regular or special meetings stating the business that will be presented for consideration.
- 6) Attend all meetings; prepare agendas; and be responsible for recording the proceedings and producing meeting minutes.
- 7) Represent the Committee Office in all matters related thereto.
- 8) Manages and coordinates Committee Office business activities according to established policies and procedures.
- 9) The ~~MOOM~~ shall have the overall responsibility for operations of the Committee Office and business activities.
- 10) The ~~MOOM~~ shall establish and develop the Committee Office business objectives and productivity plans.
- 11) Manages and allocates financial and employee resources. Provides leadership to staff including counseling, training and development.

- 12) Provides information to the Operating Committee/Vice-President on issues specifically related to Committee Office operations, which have direct impact on SCJPC Members.
- 13) The ~~MOOM~~ shall make decisions as required on daily operational business issues within the Committee Office.
- 14) The ~~MOOM~~ shall possess knowledge of SCJPC Agreement, By-Laws, Routine Handbook, and Committee Office policies, objectives, strategies, and goals.
- ~~15) Maintain quarterly report of operational changes and accomplishments to office.~~

C. FINANCIAL

- ~~1) The OM is authorized to incur reasonable financial obligations, not to exceed \$1000.00 in each instance, on behalf of the SCJPC for supplies and services necessary for the operation of the Committee Office. Such obligations exceeding \$1000.00 but less than \$2000.00 may be incurred only with the approval of the Operating Committee~~
The Manager of Operations or the Assistant Manager of Operations is authorized to incur any and all budgeted financial obligations approved by the Administrative Board. In addition, he/she is authorized to incur non-budgeted financial obligations not to exceed \$1000 in each instance, on behalf of the Committee for supplies and services necessary for the operation of the Joint Pole Office. Non-budgeted obligations, exceeding \$1,000 but less than \$5,000 in each instance, may be incurred only upon approval by the Operating Committee. All other non-budgeted financial obligations of the office must be approved by the Administrative Board prior to the incurrence thereof. The Manager of Operations or the Assistant Manager of Operations is authorized to sign checks on behalf of the Committee subject to the restrictions set forth in the Agreement, By-Laws, and consistent with SCJPC Financial Policy.
- ~~2) All other financial obligations in excess of 1) above shall only be made with prior approval of the Admin Board.~~
- ~~3) The OM is authorized to co-sign checks on behalf of the SCJPC subject to the restrictions set forth in the By-Laws (as revised 01/06/2006).~~
- ~~4) No checks shall be issued or paid unless signed by any two (2) of the following: SJPC President, Vice President, Office Manager, or other representative authorized by the Adm Board.~~

D. STAFFING

- 1) Upon approval of the Operating Committee the ~~MOOM~~ may employ, discipline, suspend, and/or discharge Office personnel.
- 2) With the approval of the Operating Committee the ~~MOOM~~ shall prescribe the duties of the personnel necessary for the performance of all functions within the Committee Office.

3) The ~~MOOM~~ shall conduct annual performance reviews of Committee Office staff.

4) Based on annual performance reviews, ~~MOOM~~ with the approval of the Operating Committee shall set merit increases for Office staff.

4) (Revised 05/15/2013)

Southern California Joint Pole Committee

279 E. Arrow Hwy. Suite 104
San Dimas, CA 91773
Phone (909) 599-3801
Fax (909) 599-3825

June 19, 2013

A regular meeting of the **Operating Committee** took place on the above date, at 10:15 a.m., at the Committee office.

Those in attendance were:

Ms. Jessica Pearson	Southern California Edison
Mr. James Eastwood	Southern California Edison
Mr. Scott Hunter	City of Los Angeles
Mr. Steve Brown	City of Los Angeles
Ms. Janet Chirrick	AT&T California
Mr. William Kearns	Verizon Ca, MCI/Comm/Metro
Ms. Paula Haney	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Debbie Wooten	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Lynn Prescott	Verizon Wireless
Ms. Lupe Hernandez	AT&T Comm./Local Serv.
Ms. Yvonne Johnson	AT&T Mobility
Mr. Rory Gandy	AT&T Mobility
Ms. Maria Ortiz	XO Communications
Mr. Daniel Lippert	City of Burbank
Mr. Dana Fabing	City of Lompoc
Mr. Kyle Levy	Committee Staff

Those attending via teleconference were:

Mr. Josh Mathisen	AT&T California
Ms. Tina Simms	AT&T California
Ms. Amy Parker	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Jaimie Collins	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Mr. Brandon Robinson	City of Banning
Ms. Maryam Farajzadeh	City of Vernon
Mr. Stephen Pebley	Frontier Communications

Ms. Prescott opened the meeting at 10:00 a.m. by addressing the first issue on the agenda, the review of the **prior meeting minutes**. The members reviewed the May 2013 meeting minutes, and there were no questions, concerns or revisions.

The second agenda item is the review of the **May 2013 expense sheet**. Mr. Hunter asked the Committee whether the new budget for 2014 was to have been created before May 31st, 2013. Ms. Chirrick replied that the next year's budget is

normally worked on in October as it is not done fiscally, but by calendar year. There were no further comments or questions in regards to the May expenses.

The third agenda item is the **accounts receivable**. Ms. Prescott noted that Verizon Wireless no longer has any past due invoices. There were no further comments regarding the accounts receivable.

The fourth item on the agenda is the **May 2013 JPA activity** report. Mr. Levy reported that the staff has caught up on their hold JPA's considerably as the percentage of JPA's held over has been around the 7-8% range recently, and is now at 3%. The Members were very pleased to hear this. There were no further questions or comments.

The fifth item for discussion is the **Member Board Attendance**. The members reviewed the attendance report. Mr. Hunter asked how the two members that called in late to today's Administrative Board meeting should be marked on the attendance sheet. He was of the opinion that if a member misses the roll call held near the beginning of the meeting that they should be marked absent, even though they did vote on the last of the three voting items. Mr. Lippert stated that since they did vote on an item that they would be recorded as present during the meeting for the purpose of the minutes, as one could not report a member as being absent from a meeting in which had they participated in voting. The Committee agreed that the two members would be marked present for the meeting. There were no further questions or comments concerning the board attendance.

The sixth issue for discussion is **Standardization of Procedures and Minutes**. Mr. Levy stated that there was nothing to report regarding the standardization of procedures and minutes.

The seventh issue for discussion is **Item 1543: Friend Field Enhancement**. There were no comments regarding the Friend field enhancements which are currently being implemented. The Committee discussed the JPA's that are being returned to initiators when the JPC office finds an error or missing information, and Mr. Levy noted that there is only so much space in which to note the reason for the return in Friend. He stated that there is usually enough space for one issue to be notated, however if a JPA has multiple issues then all of the reasons cannot fit within the given field. Ms. Prescott requested that Mr. Levy contact Mr. Atalla to get a quote to possibly modify Friend to increase the size of the return field so that these reasons for a JPA's return could be recorded.

The eighth issue for discussion is **miscellaneous items**.

279 E. Arrow Building, SNDA Letter

The Committee briefly reviewed the Subordination, Non-Disturbance and Attornment Agreement. Mr. Lippert reported that the agreement appears to be a standard SNDA; however, he noted that per Section 5 if there happens to be a

dispute with the landlord where they are in default, they will need to notify the bank to give them a chance to cure the default. He continued that this can possibly take up to the time it takes for the bank to foreclose which could be a very long time. Ms. Prescott stated that Mr. Levy should send the agreement to the attorney for review before moving forward.

Changing Banks

Mr. Levy reported that the U.S. Bank checking account has been opened, and all of the Wells Fargo money market account has been transferred over to the U.S. Bank money market account. He continued reporting that he has received the checks from U.S. Bank, although we are still waiting for the deposit slips and stamps.

Use of third party credit company for membership consideration (D&B – Dun and Bradstreet).

Ms. Chirrick reported that Dun and Bradstreet charges \$255 for 5 credit reports, and that there are no restrictions in place regarding time limits on when the reports may be used. Ms. Prescott was of the opinion that they should be utilized and a consensus was reached by the Committee to move forward. Ms. Chirrick stated that she would look into applying for their services online and report back to the Committee at the following meeting.

18.1F JPA's

Ms. Pearson requested some clarification regarding the 18.1F process when the original JPA is delayed because of corrections brought forth by the JPC staff and another member submits an 18.1F version of the JPA in the interim. She reported that the JPC staff will return original JPA's to the initiator due to missing information or errors that they find, and sometimes these JPA's can take anywhere from 6 months to a year before they are sent back for billing. Mr. Levy noted that when they receive the 18.1F version of a JPA while they are still waiting to receive the corrected original back from the initiator, the JPC staff notifies the initiator of the 18.1F JPA that they have already received the original JPA and it will be billed upon its return to the JPC office. Ms. Hernandez stated that the member creating the 18.1F should give the original initiator some form of notice that the JPA needs to be returned to the JPC office and final billed soon before the 18.1F JPA is submitted. This way the initiator has the opportunity to make the necessary corrections and see why the original has not been final billed yet. Ms. Haney replied that if there are multiple issues found on a JPA, that it takes time to correct as the JPA needs to go to different departments and occasionally different utilities as well. She agreed that the utilities should communicate first before the 18.1F JPA is submitted as the initiator may be able to give a timeline on when to expect the JPA to be returned to the JPA office for final billing.

Edison Submitting Finals via Excel

Ms. Pearson asked Mr. Levy if the JPC office would be opposed to Edison sending in all of their final JPA's in Excel format, rather than as hard copies. Mr. Levy replied that there is no problem with receiving an Excel file of the finals and printing them out at the office as opposed to Edison printing them out. Ms. Pearson suggested, however, that the staff use Excel to input the pricing and bill the JPA's instead of billing them by hand as is usually done. Mr. Levy stated that he anticipates it would be more time consuming for the staff having to bill some JPA's by hand and others on their computer through Excel, and that an all or nothing approach should be taken in regards to the billing process since it would interrupt the flow of work with which they are accustomed. Ms. Pearson was of the opinion that inputting the billing in Excel would be beneficial to the staff as the JPA totals could be calculated automatically. Mr. Levy replied that the staff is proficient enough in their billing that the time saved computing the totals would be negligible compared to the time spent having to input the billing in Excel and print out each JPA. Ms. Haney suggested that if every utility were to submit their finals this way and all of the billing was done through Excel, that there should be no issue. She concluded that this is a topic that can be looked into in the future.

Review of Action Items

- Mr. Levy request Friend enhancement to enlarge return reason field.
- Mr. Levy to send SNDA to attorney for review.
- Ms. Chirrick apply for 5 reports from Dun and Bradstreet

The meeting adjourned at 10:30 a.m. until July 24, 2013.

Kyle Levy - Assistant Manager

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Pacific Western Bank
34180 Pacific Coast Highway
Dana Point, CA. 92629

Attn: Robert Beaulieu

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

This Subordination, Non-Disturbance and Attornment Agreement ("Agreement") is made as of February 20, 2013, between Pacific Western Bank, a California state-chartered bank ("Lender"), having its principal place of business at 34180 Pacific Coast Highway, Dana Point, CA.; Southern California Joint Pole Committee, a California Nonprofit Corporation ("Tenant"), and 279 Arrow, LLC, a California limited liability company ("Landlord").

Recitals:

A. Lender has agreed to make a loan to Landlord, to be secured by a deed of trust, (together with all amendments, increases, renewals, modifications, consolidations, spreaders, combinations, supplements, replacements, substitutions, and extensions, either current or future) ("the Deed of Trust") encumbering Landlord's ownership interest in real property located at 279 East Arrow Highway, Suite 104, San Dimas, State of California. The legal description of the encumbered real property (the "Property") is set forth in Exhibit A, attached to this Agreement. The Deed of Trust, together with the promissory note or notes, the loan agreement(s), the Assignment of Rents and other documents executed in connection with it are hereafter collectively referred to as the "Loan Documents".

B. On December 29, 2011, Tenant and Landlord entered into a lease for a portion of the Property, (the "Lease"). The Lease creates a leasehold estate in favor of Tenant for space (the "Leased Premises") located on the Property.

C. In connection with execution of the Deed of Trust, Landlord shall also execute and deliver to Lender an Assignment of Rents (together with all amendments, renewals, modifications, consolidations, replacements, substitutions and extensions), concerning all rents, issues and profits from the Property (the "Assignment of Rents").

TO CONFIRM their understanding concerning the legal effect of the Deed of Trust, the Assignment of Rents and the Lease and, in consideration of the mutual covenants and agreements contained in this Agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender and Tenant, intending to be legally bound, agree and covenant as follows:

1. Tenant Subordination. Subject to the provisions of section 2, the Loan Documents shall constitute a lien or charge on the Property that is prior and superior to the Lease, to the leasehold estate created by it, and to all rights and privileges of Tenant under it. By this Agreement, the Lease, the leasehold estate created by it, together with all rights and privileges of Tenant under it, are subordinated, at all times, to the lien or charge of the Loan Documents in favor of Lender and all supplements, amendments, modifications, renewals and extensions of the Loan Documents.
2. Nondisturbance.
 - 2.1. Lender consents to the Lease.
 - 2.2. Despite Tenant's subordination under section 1, Tenant's peaceful and quiet possession of the Leased Premises shall not be disturbed and Tenant's rights and privileges under the Lease shall not be diminished by Lender's exercise of its rights or remedies under the Loan Documents (subject to the provisions of section 6), provided that Tenant:
 - 2.2.1. is not in default in the payment of the rent, additional rent, any other sum that Tenant is required to pay, or in the performance of any of the other material terms, covenants, or conditions of the Lease that Tenant is required to perform (beyond any period given Tenant under the Lease to cure such default);
 - 2.2.2. has not canceled or terminated the Lease (without regard to whether Landlord or Tenant is then in default under the Lease), nor surrendered, vacated or abandoned the Leased Premises; and
 - 2.2.3. has not made any advance payment of rent or additional rent (except as specifically required by the terms of the Lease).
 - 2.3. If (a) Lender shall acquire title to, and possession of, the Leased Premises on foreclosure in an action in which Lender shall have been required to name Tenant as a party defendant, and (b) Tenant is not in default under the Lease beyond any applicable cure or grace periods, and has not canceled or terminated the Lease (without regard to whether Landlord or Tenant is then in default under the Lease), nor surrendered, vacated or abandoned the Leased Premises and remains in actual possession of the Leased Premises at the time Lender shall so acquire title to, and possession of, the Leased Premises, then Lender and Tenant shall be deemed to have entered into a new lease on the same terms and conditions as were contained in the Lease without the execution of any additional documents, except that:
 - 2.3.1. the obligations and liabilities of Lender under a new lease shall be subject to the terms and conditions of this Agreement specifically including, without limitation, the provisions of sections 4 through 6, inclusive;
 - 2.3.2. Lender shall have no obligations or liabilities to Tenant under any such new lease beyond those of Landlord (or its predecessors-in-interest) as were contained in the Lease (to the extent assumed by Lender under this Agreement); and
 - 2.3.3. the expiration date of any new lease shall coincide with the original expiration date of the Lease.
 - 2.4. Tenant shall not be named or joined in any foreclosure, trustee's sale, or other proceeding to enforce the Loan Documents unless such joinder shall be legally required to perfect the foreclosure, trustee's sale, or other proceeding.

3. Attornment.

3.1. If Lender shall succeed to Landlord's interest in the Property by foreclosure of the Deed of Trust, by deed in lieu of foreclosure, or in any other manner, Tenant shall be bound to Lender under all the terms, covenants and conditions of the Lease for the balance of its term with the same force and effect as if Lender were the Landlord under the Lease. Tenant shall be deemed to have fully and completely attorned to, and to have established direct privity between Tenant and:

- 3.1.1. Lender when in possession of the Property;
- 3.1.2. a receiver appointed in any action or proceeding to foreclose the Deed of Trust;
- 3.1.3. any party acquiring title to the Property; or
- 3.1.4. any successor to Landlord.

3.2. Tenant's attornment is self-operating, and shall continue to be effective without execution of any further instrument by any of the parties to this Agreement or the Lease. Lender agrees to give Tenant written notice if Lender has succeeded to the interest of the Landlord under the Lease. Subject to section 4, the terms of the Lease are incorporated into this Agreement by reference.

3.3. If the interests of Landlord under the Lease are transferred by foreclosure of the Deed of Trust, deed in lieu of foreclosure, or otherwise, to a party other than Lender (a "Transferee"), then, in consideration of, and as condition precedent to, Tenant's agreement to attorn to any such Transferee, Transferee shall be deemed to have assumed all terms, covenants, and conditions of the Lease to be observed or performed by Landlord from the date on which the Transferee succeeds to Landlord's interests under the Lease; provided that the liability of any Transferee to Tenant under the terms of the Lease shall be limited in the same manner as Lender's liability is limited under section 4.

4. Lender as Landlord. If Lender shall succeed to the interest of Landlord under the Lease, Lender shall be bound to Tenant under all the terms, covenants and conditions of the Lease, and Tenant shall, from the date of Lender's succession to the Landlord's interest under the Lease, have the same remedies against Lender for breach of the Lease that Tenant would have had under the Lease against Landlord; provided, however, that despite anything to the contrary in this Agreement or the Lease, Lender or any Transferee, as successor to the Landlord's interest, shall not be:

- 4.1. liable for any act or omission of any previous landlord (including Landlord), provided that the foregoing shall not be construed to limit Tenant's right to possession of the Leased Premises for the entire term of the Lease, as extended, on the terms and conditions of the Lease;
- 4.2. subject to any offsets or defenses that Tenant might have had against any previous landlord (including Landlord);
- 4.3. liable for any security deposit not received by Lender, or bound by any rent or additional rent that Tenant may have paid for more than one month in advance to any previous landlord (including Landlord);
- 4.4. liable for any damages or other relief attributable to any latent or patent defects in construction with regard to any portion of the Property;
- 4.5. bound by an amendment or modification of the Lease made without Lender's written consent;
- 4.6. bound by any covenant to undertake or complete any construction of the Property, the Leased Premises, or any portion of them; or
- 4.7. bound by any obligation to repair, replace, rebuild or restore the Property, the Leased Premises, or any portion of them, in the event of damage by fire or other casualty, or in the event of partial condemnation.

Nothing contained in this Section shall preclude Tenant from proceeding against, and recovering from, any prior landlord (including Landlord) for any sums, including, without limitation, return of security deposits, which Tenant has agreed not to seek from Lender, it being agreed that Landlord shall remain fully liable to Tenant, under and subject to the terms of the Lease, for all acts and omissions on the part of the Landlord under the Lease for the time period during which Landlord is the owner of the Premises.

5. **Notice of Default; Right To Cure.** Tenant agrees to give Lender prompt written notice of any default by Landlord under the Lease. Tenant agrees that, before it exercises any of its rights or remedies under the Lease, Lender shall have the right, but not the obligation, to cure the default within the same time given Landlord in the lease to cure the default, plus an additional thirty (30) days. If any such asserted default constitutes a legal basis for Tenant to cancel its obligations under the Lease, Tenant agrees that the Lease shall not be canceled or terminated until Lender shall have had a reasonable period of time within which to (a) obtain possession of the Property, and (b) cure such default. Tenant also agrees to use its best efforts to give Lender notice of any casualty damage to the Property.
6. **Assignment of Rents.** If Landlord defaults in its performance of the terms of the Loan Documents, Tenant agrees to recognize the Assignment of Rents made by Landlord to Lender and shall pay to Lender, as assignee, from the time Lender gives Tenant notice that Landlord is in default under the terms of the Loan Documents, the rents under the Lease, but only those rents that are due or that become due under the terms of the Lease after notice by Lender. Such payments of rents to Lender by Tenant shall continue until the first of the following occurs:
 - 6.1. No further rent is due or payable under the Lease;
 - 6.2. Lender gives Tenant notice that the Landlord's default under the Loan Documents has been cured and instructs Tenant that the rents shall thereafter be payable to Landlord; or
 - 6.3. The lien of the Deed of Trust has been foreclosed and the purchaser at the foreclosure sale (whether Lender or a Transferee) gives Tenant notice of the foreclosure sale. On giving notice, the purchaser shall succeed to Landlord's interests under the Lease, after which time the rents and other benefits due Landlord under the Lease shall be payable to the purchaser as the owner of the Property.
7. **Tenant's Reliance.** When complying with the provisions of section 6, Tenant shall be entitled to rely on the notices given by Lender under section 6, and Landlord agrees to release, relieve, and protect Tenant from and against any and all loss, claim, damage, or liability (including reasonable attorney's fees) arising out of Tenant's compliance with such notice. Tenant shall be entitled to full credit under the Lease for any rents paid to Lender in accordance with section 6 to the same extent as if such rents were paid directly to Landlord. Any dispute between Lender (or a Transferee) and Landlord as to the existence of a default by Landlord under the terms of the Loan Documents, the extent or nature of such default, or Lender's right to foreclosure of the Deed of Trust, shall be dealt with and adjusted solely between Lender (or Transferee) and Landlord, and Tenant shall not be made a party to any such dispute (unless required by law).
8. **Lender's Status.** Nothing in this Agreement shall be construed to be an agreement by Lender to perform any covenant of the Landlord under the Lease unless and until it obtains title to the Property by power of sale, judicial foreclosure, or deed in lieu of foreclosure, or obtains possession of the Property under the terms of the Loan Documents.
9. **Cancellation of Lease.** Tenant agrees that it will not cancel, terminate, or surrender the Lease, except at the normal expiration of the Lease term or as provided in the Lease, or enter into any agreement, amendment, or modification of the Lease, except an agreement, amendment, or modification contemplated by or provided by the terms of the Lease, unless Lender gives its prior written consent.

10. Special Covenants.

- 10.1. Despite anything in this Agreement or the Lease to the contrary, if Lender acquires title to the Property, Tenant agrees that: Lender shall have the right at any time in connection with the sale or other transfer of the Property to assign the Lease or Lender's rights under it to any person or entity, and that Lender, its officers, directors, shareholders, agents, and employees shall be released from any further liability under the Lease arising after the date of such transfer, provided that the assignee of Lender's interest assumes Lender's obligations under the Lease, in writing, from the date of such transfer.
- 10.2. Tenant consents to Landlord and Lender entering into the Deed of Trust and the other Loan Documents. Tenant further declares, agrees and acknowledges that Lender in making disbursements under the Loan Documents has no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom they are disbursed by Lender, and any application or use of such proceeds for purposes other than those provided for in the Loan Documents shall not defeat the subordination made in this Agreement, in whole or in part.
- 10.3. Notwithstanding Section 2 above, Tenant specifically waives any right, not set out in the Lease, to exercise any option to purchase the Premises or the Property, or any interest or portion in or of either of them; or to expand into other space in the Property. This waiver does not apply to any option to extend, expand, or renew the Lease term which is set forth in the Lease as of the date of this Agreement.

11. Transferee's Liability. If any Transferee from Lender acquires title to the Property:

- 11.1. Tenant's recourse against Transferee and its officers, directors, shareholders, agents, and employees, for default under the Lease shall be limited to the Property or any sale, insurance, or condemnation proceeds from the Property; and
- 11.2. Tenant shall look exclusively to Transferee's interests described in 11.1 above for the payment and discharge of any obligations imposed on Transferee under this Agreement or the Lease.

12. Environmental Matters.

- 12.1. Tenant agrees that all operations or activities upon, or any use or occupancy of the Property, any portion thereof, by Tenant, its assignees, sub-tenants, and their respective agents, employees, representatives and contractors (collectively, "Tenant Affiliates"), throughout the term of the Lease, shall be in all respects in compliance with all applicable federal, state and local laws, statutes, orders, ordinances, codes, rules and regulations ("Laws") in any way relating to the generation, handling, manufacturing, treatment, storage, use, transportation, release, spillage, leakage, dumping, discharge or disposal of any Hazardous Material.
- 12.2. Tenant agrees to indemnify, defend and hold Lender harmless from any and all claims, actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities, interest or losses, including reasonable attorney fees and expenses, consultant fees, and expert fees, together with all other costs and expenses of any kind or nature that arise during or after the term of the Lease, directly or indirectly, from or in connection with the presence, suspected presence, release or suspected release of any Hazardous Material in or into the air, soil, surface water or groundwater at, on, about, under or within the Property or any portion thereof by Tenant or Tenant Affiliates, or from or in connection with the failure of Tenant or Tenant Affiliates to comply with any Laws or other requirements regarding protection of the environment, public health or safety.
- 12.3. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the state in which the Property is

located or the United States Government, including any material or substance which is (i) defined or listed as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," or "hazardous material" under any applicable Law, (ii) petroleum, or (iii) asbestos. Each of the covenants and agreements of Tenant set forth in this section shall survive the expiration or earlier termination of the Lease.

13. Miscellaneous Provisions.

- 13.1. This Agreement may not be modified orally; it may be modified only by an agreement in writing signed by the parties or their successors-in-interest. This Agreement shall inure to the benefit of and bind the parties and their successors and assignees.
- 13.2. The captions contained in this Agreement are for convenience only and in no way limit or alter the terms and conditions of the Agreement.
- 13.3. This Agreement has been executed under and shall be construed, governed, and enforced, in accordance with the laws of the State of California except to the extent that California law is preempted by federal law. The invalidity or unenforceability of one or more provisions of this Agreement does not affect the validity or enforceability of any other provisions.
- 13.4. Tenant agrees that, at Lender's option, this Agreement may be recorded.
- 13.5. This Agreement shall be the entire and only agreement concerning subordination of the Lease and the leasehold estate created by it, together with all rights and privileges of Tenant under it, to the lien or charge of the Loan Documents and shall supersede and cancel, to the extent that it would affect priority between the Lease and the Loan Documents, any previous subordination agreements, including provisions, if any, contained in the Lease that provide for the subordination of the Lease and the leasehold estate created by it to a deed of trust or mortgage. This Agreement supersedes any inconsistent provision of the Lease.
- 13.6. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which copies, taken together, shall constitute but one and the same instrument. Signature and acknowledgment pages may be detached from the copies and attached to a single copy of this Agreement to physically form one original document, which may be recorded without an attached copy of the Lease.
- 13.7. If any legal action or proceeding is commenced to interpret or enforce the terms of this Agreement or obligations arising out of it, or to recover damages for the breach of the Agreement, the party prevailing in such action or proceeding shall be entitled to recover from the non-prevailing party or parties all reasonable attorney fees, costs, and expenses it has incurred.
- 13.8. **Word Usage.** Unless the context clearly requires otherwise, (a) the plural and singular numbers will each be deemed to include the other; (b) the masculine, feminine, and neuter genders will each be deemed to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting.
- 13.9. **Notice.** All notices required by this Agreement shall be given in writing and shall be deemed to have been duly given for all purposes when deposited in the United States mail (by registered or certified mail, return receipt requested, postage prepaid) or deposited with a nationally recognized overnight delivery service such as Federal Express or Airborne. Each notice must be directed to the party to receive it at its address stated below or at such other address as may be substituted by notice given as provided in this section.

The addresses are:

Lender: Pacific Western Bank
34180 Pacific Coast Highway
Dana Point, CA. 92629
Attention: Robert Beaulieu

Tenant: Southern California Joint Pole Committee, a California Nonprofit Corporation
279 East Arrow Highway
Suite 104
San Dimas, CA 91733

Landlord: 279 Arrow, LLC, a California limited liability company
13752 Cumpston Street
Sherman Oaks, CA. 91401

Copies of notices sent to the parties' attorneys or other parties are courtesy copies, and failure to provide such copies shall not impact the effectiveness of a notice given hereunder.

Executed on the date first above written.

LENDER:

PACIFIC WESTERN BANK

BY: _____
Robert Beaulieu
SVP – Regional Manager

TENANT:

Southern California Joint Pole Committee, a California Nonprofit Corporation

BY: _____
Jennie Corella
Manager of Operations

ACCEPTED AND AGREED TO:

LANDLORD:

279 Arrow, LLC, a California limited liability company

BY: _____
Alan Kohn
General Partner

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____)
) ss
COUNTY OF _____)

On _____, 20____ before me, _____,
notary public, personally appeared _____, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

(Seal)

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____)
) ss
COUNTY OF _____)

On _____, 20____ before me, _____,
notary public, personally appeared _____, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

(Seal)

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss

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notary public, personally appeared _____, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

(Seal)

Southern California Joint Pole Committee

279 E. Arrow Hwy. Suite 104
San Dimas, CA 91773
Phone (909) 599-3801
Fax (909) 599-3825

July 24, 2013

A regular meeting of the **Operating Committee** took place on the above date, at 10:15 a.m., at the Committee office.

Those in attendance were:

Mr. James Eastwood	Southern California Edison
Ms. Jessica Pearson	Southern California Edison
Mr. Steve Brown	City of Los Angeles
Ms. Janet Chirrick	AT&T California
Mr. Josh Mathisen	AT&T California
Ms. Paula Haney	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Debbie Wooten	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Lynn Prescott	Verizon Wireless
Ms. Lupe Hernandez	AT&T Comm./Local Serv.
Ms. Alicia Smith	Sprint/Nextel
Ms. Yvonne Johnson	AT&T Mobility
Mr. Rory Gandy	AT&T Mobility
Ms. Maria Ortiz	XO Communications
Mr. Paul Smolarski	T-Mobile USA
Ms. Angela Pranata	Committee Staff
Mr. Kyle Levy	Committee Staff

Those attending via teleconference were:

Ms. Tina Simms	AT&T California
Mr. Dennis Fajardo	AT&T California
Mr. Larry Vail	Verizon Ca, MCI/Comm/Metro
Ms. Amy Parker	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Jaimie Collins	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Mr. Daniel Lippert	City of Burbank
Mr. Stephen Pebley	Frontier Communications

Ms. Prescott opened the meeting at 10:15 a.m. by addressing the first issue on the agenda, the review of the **prior meeting minutes**. The members reviewed the June 2013 meeting minutes, and there were no questions, concerns or revisions.

The second agenda item is the review of the **June 2013 expense sheet**. The members reviewed the June expenses and Ms. Prescott noted that they were under

budget. There were no further comments or questions in regards to the June expenses.

The third agenda item is the **accounts receivable**. There were no comments regarding the accounts receivable.

The fourth item on the agenda is the **May 2013 JPA activity** report. There were no questions or comments regarding the JPA activity.

The fifth item for discussion is the **Member Board Attendance**. The members reviewed the attendance report. There were no questions or comments concerning the board attendance.

The sixth issue for discussion is **Standardization of Procedures and Minutes**. Mr. Levy stated that there was nothing to report regarding the standardization of procedures and minutes.

The seventh issue for discussion is **Item 1543: Friend Field Enhancement**. Ms. Pranata received the new version of Friend; however, due to her being out of the country followed soon after by the trip to the NCJPA, she was unable to do the testing. She stated that she will test the new version within the next week, and will also request Hyperlink to include the enhancement to enlarge the JPA return reason field. Ms. Pranata concluded by announcing that she will have an updated report for the members next month.

The eighth issue for discussion is **miscellaneous items**.

279 E. Arrow Building, SNDA Letter

Ms. Pranata reported that since she was out of the country she requested that Mr. Levy send the Subordination, Non-Disturbance and Attornment Agreement to the attorney for review. She continued reporting that Mr. Levy sent this to the attorney and he replied that it was a standard SNDA with nothing out of the ordinary, and he advised the SCJPC to go forward with signing it. Ms. Prescott concurred with the attorney's assessment and stated that it essentially guarantees the SCJPC's tenancy and that they would continue to pay the bank the rent. Mr. Levy noted that the SNDA still shows Jennie Corella as the office manager, and Ms. Pranata replied that she will contact the owner to change this so that it can be signed.

Changing Banks

Ms. Pranata announced that the last time she reported to the members she was still waiting on the deposit slips and stamps from U.S. Bank, and that these have been received since then. She remarked that because of her being out of the country she was unable to make any further progress with changing banks. Ms. Pranata then stated that she will have a meeting with the new bank manager to find out the most efficient way to move the amount of money the SCJPC has from one bank to another.

Ms. Pranata finished by stating that she anticipates having the move to the new bank completed within the next month.

Use of third party credit company for membership consideration (D&B – Dun and Bradstreet).

Ms. Chirrick reported that she has contacted Dun and Bradstreet and is still waiting to receive a response back from them. She reported that the NCJPA has utilized their services, and that they offer 5 credit reports for \$255. Ms. Prescott asked whether this is something that the office manager could sign up for and Ms. Chirrick responded that this is what was done in the North. The members then discussed whether it would need to be specified in the new membership application process that the SCJPC will use Dun and Bradstreet to verify an applicant's credit worthiness. Ms. Prescott was of the opinion that the specific company does not need to be stated, and that the new membership application process should only note that the SCJPC will use a third party credit company for membership consideration. The members agreed with this and the internal document for use by the office staff was updated to include these instructions.

Review of Action Items

- Ms. Pranata to test Friend field enhancements.
- Ms. Pranata to continue working on changing banks.
- Ms. Pranata to sign SNDA.

The meeting adjourned at 11:00 a.m. until August 21, 2013.

Kyle Levy - Assistant Manager

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Pacific Western Bank
34180 Pacific Coast Highway
Dana Point, CA. 92629

Attn: Robert Beaulieu

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AND ATTORNMENT AGREEMENT**

NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

This Subordination, Non-Disturbance and Attornment Agreement ("Agreement") is made as of February 20, 2013, between Pacific Western Bank, a California state-chartered bank ("Lender"), having its principal place of business at 34180 Pacific Coast Highway, Dana Point, CA.; Southern California Joint Pole Committee, a California Nonprofit Corporation ("Tenant"), and 279 Arrow, LLC, a California limited liability company ("Landlord").

Recitals:

A. Lender has agreed to make a loan to Landlord, to be secured by a deed of trust, (together with all amendments, increases, renewals, modifications, consolidations, spreaders, combinations, supplements, replacements, substitutions, and extensions, either current or future) ("the Deed of Trust") encumbering Landlord's ownership interest in real property located at 279 East Arrow Highway, Suite 104, San Dimas, State of California. The legal description of the encumbered real property (the "Property") is set forth in Exhibit A, attached to this Agreement. The Deed of Trust, together with the promissory note or notes, the loan agreement(s), the Assignment of Rents and other documents executed in connection with it are hereafter collectively referred to as the "Loan Documents".

B. On December 29, 2011, Tenant and Landlord entered into a lease for a portion of the Property, (the "Lease"). The Lease creates a leasehold estate in favor of Tenant for space (the "Leased Premises") located on the Property.

C. In connection with execution of the Deed of Trust, Landlord shall also execute and deliver to Lender an Assignment of Rents (together with all amendments, renewals, modifications, consolidations, replacements, substitutions and extensions), concerning all rents, issues and profits from the Property (the "Assignment of Rents").

TO CONFIRM their understanding concerning the legal effect of the Deed of Trust, the Assignment of Rents and the Lease and, in consideration of the mutual covenants and agreements contained in this Agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender and Tenant, intending to be legally bound, agree and covenant as follows:

1. Tenant Subordination. Subject to the provisions of section 2, the Loan Documents shall constitute a lien or charge on the Property that is prior and superior to the Lease, to the leasehold estate created by it, and to all rights and privileges of Tenant under it. By this Agreement, the Lease, the leasehold estate created by it, together with all rights and privileges of Tenant under it, are subordinated, at all times, to the lien or charge of the Loan Documents in favor of Lender and all supplements, amendments, modifications, renewals and extensions of the Loan Documents.
2. Nondisturbance.
 - 2.1. Lender consents to the Lease.
 - 2.2. Despite Tenant's subordination under section 1, Tenant's peaceful and quiet possession of the Leased Premises shall not be disturbed and Tenant's rights and privileges under the Lease shall not be diminished by Lender's exercise of its rights or remedies under the Loan Documents (subject to the provisions of section 6), provided that Tenant:
 - 2.2.1. is not in default in the payment of the rent, additional rent, any other sum that Tenant is required to pay, or in the performance of any of the other material terms, covenants, or conditions of the Lease that Tenant is required to perform (beyond any period given Tenant under the Lease to cure such default);
 - 2.2.2. has not canceled or terminated the Lease (without regard to whether Landlord or Tenant is then in default under the Lease), nor surrendered, vacated or abandoned the Leased Premises; and
 - 2.2.3. has not made any advance payment of rent or additional rent (except as specifically required by the terms of the Lease).
 - 2.3. If (a) Lender shall acquire title to, and possession of, the Leased Premises on foreclosure in an action in which Lender shall have been required to name Tenant as a party defendant, and (b) Tenant is not in default under the Lease beyond any applicable cure or grace periods, and has not canceled or terminated the Lease (without regard to whether Landlord or Tenant is then in default under the Lease), nor surrendered, vacated or abandoned the Leased Premises and remains in actual possession of the Leased Premises at the time Lender shall so acquire title to, and possession of, the Leased Premises, then Lender and Tenant shall be deemed to have entered into a new lease on the same terms and conditions as were contained in the Lease without the execution of any additional documents, except that:
 - 2.3.1. the obligations and liabilities of Lender under a new lease shall be subject to the terms and conditions of this Agreement specifically including, without limitation, the provisions of sections 4 through 6, inclusive;
 - 2.3.2. Lender shall have no obligations or liabilities to Tenant under any such new lease beyond those of Landlord (or its predecessors-in-interest) as were contained in the Lease (to the extent assumed by Lender under this Agreement); and
 - 2.3.3. the expiration date of any new lease shall coincide with the original expiration date of the Lease.
 - 2.4. Tenant shall not be named or joined in any foreclosure, trustee's sale, or other proceeding to enforce the Loan Documents unless such joinder shall be legally required to perfect the foreclosure, trustee's sale, or other proceeding.

3. Attornment.

3.1. If Lender shall succeed to Landlord's interest in the Property by foreclosure of the Deed of Trust, by deed in lieu of foreclosure, or in any other manner, Tenant shall be bound to Lender under all the terms, covenants and conditions of the Lease for the balance of its term with the same force and effect as if Lender were the Landlord under the Lease. Tenant shall be deemed to have fully and completely attorned to, and to have established direct privity between Tenant and:

- 3.1.1. Lender when in possession of the Property;
- 3.1.2. a receiver appointed in any action or proceeding to foreclose the Deed of Trust;
- 3.1.3. any party acquiring title to the Property; or
- 3.1.4. any successor to Landlord.

3.2. Tenant's attornment is self-operating, and shall continue to be effective without execution of any further instrument by any of the parties to this Agreement or the Lease. Lender agrees to give Tenant written notice if Lender has succeeded to the interest of the Landlord under the Lease. Subject to section 4, the terms of the Lease are incorporated into this Agreement by reference.

3.3. If the interests of Landlord under the Lease are transferred by foreclosure of the Deed of Trust, deed in lieu of foreclosure, or otherwise, to a party other than Lender (a "Transferee"), then, in consideration of, and as condition precedent to, Tenant's agreement to attorn to any such Transferee, Transferee shall be deemed to have assumed all terms, covenants, and conditions of the Lease to be observed or performed by Landlord from the date on which the Transferee succeeds to Landlord's interests under the Lease; provided that the liability of any Transferee to Tenant under the terms of the Lease shall be limited in the same manner as Lender's liability is limited under section 4.

4. Lender as Landlord. If Lender shall succeed to the interest of Landlord under the Lease, Lender shall be bound to Tenant under all the terms, covenants and conditions of the Lease, and Tenant shall, from the date of Lender's succession to the Landlord's interest under the Lease, have the same remedies against Lender for breach of the Lease that Tenant would have had under the Lease against Landlord; provided, however, that despite anything to the contrary in this Agreement or the Lease, Lender or any Transferee, as successor to the Landlord's interest, shall not be:

- 4.1. liable for any act or omission of any previous landlord (including Landlord), provided that the foregoing shall not be construed to limit Tenant's right to possession of the Leased Premises for the entire term of the Lease, as extended, on the terms and conditions of the Lease;
- 4.2. subject to any offsets or defenses that Tenant might have had against any previous landlord (including Landlord);
- 4.3. liable for any security deposit not received by Lender, or bound by any rent or additional rent that Tenant may have paid for more than one month in advance to any previous landlord (including Landlord);
- 4.4. liable for any damages or other relief attributable to any latent or patent defects in construction with regard to any portion of the Property;
- 4.5. bound by an amendment or modification of the Lease made without Lender's written consent;
- 4.6. bound by any covenant to undertake or complete any construction of the Property, the Leased Premises, or any portion of them; or
- 4.7. bound by any obligation to repair, replace, rebuild or restore the Property, the Leased Premises, or any portion of them, in the event of damage by fire or other casualty, or in the event of partial condemnation.

Nothing contained in this Section shall preclude Tenant from proceeding against, and recovering from, any prior landlord (including Landlord) for any sums, including, without limitation, return of security deposits, which Tenant has agreed not to seek from Lender, it being agreed that Landlord shall remain fully liable to Tenant, under and subject to the terms of the Lease, for all acts and omissions on the part of the Landlord under the Lease for the time period during which Landlord is the owner of the Premises.

5. **Notice of Default; Right To Cure.** Tenant agrees to give Lender prompt written notice of any default by Landlord under the Lease. Tenant agrees that, before it exercises any of its rights or remedies under the Lease, Lender shall have the right, but not the obligation, to cure the default within the same time given Landlord in the lease to cure the default, plus an additional thirty (30) days. If any such asserted default constitutes a legal basis for Tenant to cancel its obligations under the Lease, Tenant agrees that the Lease shall not be canceled or terminated until Lender shall have had a reasonable period of time within which to (a) obtain possession of the Property, and (b) cure such default. Tenant also agrees to use its best efforts to give Lender notice of any casualty damage to the Property.
6. **Assignment of Rents.** If Landlord defaults in its performance of the terms of the Loan Documents, Tenant agrees to recognize the Assignment of Rents made by Landlord to Lender and shall pay to Lender, as assignee, from the time Lender gives Tenant notice that Landlord is in default under the terms of the Loan Documents, the rents under the Lease, but only those rents that are due or that become due under the terms of the Lease after notice by Lender. Such payments of rents to Lender by Tenant shall continue until the first of the following occurs:
 - 6.1. No further rent is due or payable under the Lease;
 - 6.2. Lender gives Tenant notice that the Landlord's default under the Loan Documents has been cured and instructs Tenant that the rents shall thereafter be payable to Landlord; or
 - 6.3. The lien of the Deed of Trust has been foreclosed and the purchaser at the foreclosure sale (whether Lender or a Transferee) gives Tenant notice of the foreclosure sale. On giving notice, the purchaser shall succeed to Landlord's interests under the Lease, after which time the rents and other benefits due Landlord under the Lease shall be payable to the purchaser as the owner of the Property.
7. **Tenant's Reliance.** When complying with the provisions of section 6, Tenant shall be entitled to rely on the notices given by Lender under section 6, and Landlord agrees to release, relieve, and protect Tenant from and against any and all loss, claim, damage, or liability (including reasonable attorney's fees) arising out of Tenant's compliance with such notice. Tenant shall be entitled to full credit under the Lease for any rents paid to Lender in accordance with section 6 to the same extent as if such rents were paid directly to Landlord. Any dispute between Lender (or a Transferee) and Landlord as to the existence of a default by Landlord under the terms of the Loan Documents, the extent or nature of such default, or Lender's right to foreclosure of the Deed of Trust, shall be dealt with and adjusted solely between Lender (or Transferee) and Landlord, and Tenant shall not be made a party to any such dispute (unless required by law).
8. **Lender's Status.** Nothing in this Agreement shall be construed to be an agreement by Lender to perform any covenant of the Landlord under the Lease unless and until it obtains title to the Property by power of sale, judicial foreclosure, or deed in lieu of foreclosure, or obtains possession of the Property under the terms of the Loan Documents.
9. **Cancellation of Lease.** Tenant agrees that it will not cancel, terminate, or surrender the Lease, except at the normal expiration of the Lease term or as provided in the Lease, or enter into any agreement, amendment, or modification of the Lease, except an agreement, amendment, or modification contemplated by or provided by the terms of the Lease, unless Lender gives its prior written consent.

10. Special Covenants.

- 10.1. Despite anything in this Agreement or the Lease to the contrary, if Lender acquires title to the Property, Tenant agrees that: Lender shall have the right at any time in connection with the sale or other transfer of the Property to assign the Lease or Lender's rights under it to any person or entity, and that Lender, its officers, directors, shareholders, agents, and employees shall be released from any further liability under the Lease arising after the date of such transfer, provided that the assignee of Lender's interest assumes Lender's obligations under the Lease, in writing, from the date of such transfer.
- 10.2. Tenant consents to Landlord and Lender entering into the Deed of Trust and the other Loan Documents. Tenant further declares, agrees and acknowledges that Lender in making disbursements under the Loan Documents has no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom they are disbursed by Lender, and any application or use of such proceeds for purposes other than those provided for in the Loan Documents shall not defeat the subordination made in this Agreement, in whole or in part.
- 10.3. Notwithstanding Section 2 above, Tenant specifically waives any right, not set out in the Lease, to exercise any option to purchase the Premises or the Property, or any interest or portion in or of either of them; or to expand into other space in the Property. This waiver does not apply to any option to extend, expand, or renew the Lease term which is set forth in the Lease as of the date of this Agreement.

11. Transferee's Liability. If any Transferee from Lender acquires title to the Property:

- 11.1. Tenant's recourse against Transferee and its officers, directors, shareholders, agents, and employees, for default under the Lease shall be limited to the Property or any sale, insurance, or condemnation proceeds from the Property; and
- 11.2. Tenant shall look exclusively to Transferee's interests described in 11.1 above for the payment and discharge of any obligations imposed on Transferee under this Agreement or the Lease.

12. Environmental Matters.

- 12.1. Tenant agrees that all operations or activities upon, or any use or occupancy of the Property, any portion thereof, by Tenant, its assignees, sub-tenants, and their respective agents, employees, representatives and contractors (collectively, "Tenant Affiliates"), throughout the term of the Lease, shall be in all respects in compliance with all applicable federal, state and local laws, statutes, orders, ordinances, codes, rules and regulations ("Laws") in any way relating to the generation, handling, manufacturing, treatment, storage, use, transportation, release, spillage, leakage, dumping, discharge or disposal of any Hazardous Material.
- 12.2. Tenant agrees to indemnify, defend and hold Lender harmless from any and all claims, actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities, interest or losses, including reasonable attorney fees and expenses, consultant fees, and expert fees, together with all other costs and expenses of any kind or nature that arise during or after the term of the Lease, directly or indirectly, from or in connection with the presence, suspected presence, release or suspected release of any Hazardous Material in or into the air, soil, surface water or groundwater at, on, about, under or within the Property or any portion thereof by Tenant or Tenant Affiliates, or from or in connection with the failure of Tenant or Tenant Affiliates to comply with any Laws or other requirements regarding protection of the environment, public health or safety.
- 12.3. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the state in which the Property is

located or the United States Government, including any material or substance which is (i) defined or listed as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," or "hazardous material" under any applicable Law, (ii) petroleum, or (iii) asbestos. Each of the covenants and agreements of Tenant set forth in this section shall survive the expiration or earlier termination of the Lease.

13. Miscellaneous Provisions.

- 13.1. This Agreement may not be modified orally; it may be modified only by an agreement in writing signed by the parties or their successors-in-interest. This Agreement shall inure to the benefit of and bind the parties and their successors and assignees.
- 13.2. The captions contained in this Agreement are for convenience only and in no way limit or alter the terms and conditions of the Agreement.
- 13.3. This Agreement has been executed under and shall be construed, governed, and enforced, in accordance with the laws of the State of California except to the extent that California law is preempted by federal law. The invalidity or unenforceability of one or more provisions of this Agreement does not affect the validity or enforceability of any other provisions.
- 13.4. Tenant agrees that, at Lender's option, this Agreement may be recorded.
- 13.5. This Agreement shall be the entire and only agreement concerning subordination of the Lease and the leasehold estate created by it, together with all rights and privileges of Tenant under it, to the lien or charge of the Loan Documents and shall supersede and cancel, to the extent that it would affect priority between the Lease and the Loan Documents, any previous subordination agreements, including provisions, if any, contained in the Lease that provide for the subordination of the Lease and the leasehold estate created by it to a deed of trust or mortgage. This Agreement supersedes any inconsistent provision of the Lease.
- 13.6. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which copies, taken together, shall constitute but one and the same instrument. Signature and acknowledgment pages may be detached from the copies and attached to a single copy of this Agreement to physically form one original document, which may be recorded without an attached copy of the Lease.
- 13.7. If any legal action or proceeding is commenced to interpret or enforce the terms of this Agreement or obligations arising out of it, or to recover damages for the breach of the Agreement, the party prevailing in such action or proceeding shall be entitled to recover from the non-prevailing party or parties all reasonable attorney fees, costs, and expenses it has incurred.
- 13.8. **Word Usage.** Unless the context clearly requires otherwise, (a) the plural and singular numbers will each be deemed to include the other; (b) the masculine, feminine, and neuter genders will each be deemed to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting.
- 13.9. **Notice.** All notices required by this Agreement shall be given in writing and shall be deemed to have been duly given for all purposes when deposited in the United States mail (by registered or certified mail, return receipt requested, postage prepaid) or deposited with a nationally recognized overnight delivery service such as Federal Express or Airborne. Each notice must be directed to the party to receive it at its address stated below or at such other address as may be substituted by notice given as provided in this section.

The addresses are:

Lender: Pacific Western Bank
34180 Pacific Coast Highway
Dana Point, CA. 92629
Attention: Robert Beaulieu

Tenant: Southern California Joint Pole Committee, a California Nonprofit Corporation
279 East Arrow Highway
Suite 104
San Dimas, CA 91733

Landlord: 279 Arrow, LLC, a California limited liability company
13752 Cumpston Street
Sherman Oaks, CA. 91401

Copies of notices sent to the parties' attorneys or other parties are courtesy copies, and failure to provide such copies shall not impact the effectiveness of a notice given hereunder.

Executed on the date first above written.

LENDER:

PACIFIC WESTERN BANK

BY: _____
Robert Beaulieu
SVP – Regional Manager

TENANT:

Southern California Joint Pole Committee, a California Nonprofit Corporation

BY: _____
Jennie Corella
Manager of Operations

ACCEPTED AND AGREED TO:

LANDLORD:

279 Arrow, LLC, a California limited liability company

BY: _____
Alan Kohn
General Partner

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____)
) ss
COUNTY OF _____)

On _____, 20____ before me, _____,
notary public, personally appeared _____, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

(Seal)

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____)
) ss
COUNTY OF _____)

On _____, 20____ before me, _____,
notary public, personally appeared _____, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
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(Seal)

CERTIFICATE OF ACKNOWLEDGMENT

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COUNTY OF _____) ss

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notary public, personally appeared _____, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

(Seal)

Southern California Joint Pole Committee

279 E. Arrow Hwy. Suite 104
San Dimas, CA 91773
Phone (909) 599-3801
Fax (909) 599-3825

August 21, 2013

A regular meeting of the **Operating Committee** took place on the above date, at 9:50 a.m., at the Committee office.

Those in attendance were:

Mr. Larry Chow	Southern California Edison
Mr. James Eastwood	Southern California Edison
Ms. Jessica Pearson	Southern California Edison
Mr. Scott Hunter	City of Los Angeles
Mr. Steve Brown	City of Los Angeles
Ms. Janet Chirrick	AT&T California
Ms. Paula Haney	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Lynn Prescott	Verizon Wireless
Ms. Lupe Hernandez	AT&T Comm./Local Serv.
Ms. Alicia Smith	Sprint/Nextel/Sprint Communications
Ms. Yvonne Johnson	AT&T Mobility
Ms. Maria Ortiz	XO Communications
Mr. Paul Smolarski	T-Mobile USA
Mr. Bret Plaskey	Verizon Ca, MCI/Comm/Metro
Mr. Emir Erba	Time Warner Cable
Mr. Daniel Lippert	City of Burbank
Mr. Dana Fabing	City of Lompoc
Ms. Angela Pranata	Committee Staff
Mr. Kyle Levy	Committee Staff

Those attending via teleconference were:

Mr. William Kearns	Verizon Ca, MCI/Comm/Metro
Mr. Albert Aleman	Verizon Ca, MCI/Comm/Metro
Ms. Amy Parker	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Jaimie Collins	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Mr. Joe Serrato	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Dayla Kerwin	AT&T Comm./Local Serv.
Mr. Randall Starkey	Time Warner Cable
Mr. Paul Fuller	Golden State Water
Ms. Maryam Farajzadeh	City of Vernon
Ms. Jennifer Navarro Yhap	MetroPCS California, LLC
Mr. Steve Garcia	ExTeNet Systems
Mr. Stephen Pebley	Frontier Communications

Ms. Prescott opened the meeting at 9:50 a.m. by addressing the first issue on the agenda, the review of the **prior meeting minutes**. The members reviewed the July 2013 meeting minutes, and there were no questions, concerns or revisions.

The second agenda item is the review of the **July 2013 expense sheet**. The members reviewed the July expenses and Mr. Lippert inquired as to which are the months this year where there are 3 pay checks for the staff, rather than the usual 2. Ms. Pranata replied that there were 3 pay checks issued for June this year. There were no further comments or questions in regards to the July expenses.

The third agenda item is the **accounts receivable**. There were no comments regarding the accounts receivable.

The fourth item on the agenda is the **July 2013 JPA activity** report. There were no questions or comments regarding the JPA activity.

The fifth item for discussion is the **Member Board Attendance**. The members reviewed the attendance report. There were no questions or comments concerning the board attendance.

The sixth issue for discussion is **Standardization of Procedures and Minutes**. Mr. Levy stated that there was nothing to report regarding the standardization of procedures and minutes.

The seventh issue for discussion is **Item 1543: Friend Field Enhancement**. Ms. Pranata reported that she has been testing the first version of Friend and has been talking with Hyperlink concerning the enhancements. She also reported that the quote for the enhancement to expand the JPA return reason field is \$500, and asked Hyperlink that it be included in the current modification if approved. Ms. Prescott responded that this price is very reasonable and the members agreed. It was brought up why this modification was initially required and Ms. Pearson stated that often time when members would query the staff as to the specific reason(s) why a JPA was returned, it was not know due to there being such few characters to put the reason. Mr. Levy added that the staff also puts the return reason in the monthly Excel JPA logs, but that having this accessible in Friend would be a benefit due to it being one central database for the JPAs. Ms. Pranata announced that she will update the Committee on the status of these enhancements at the next Operating meeting. Ms. Prescott brought up the previous discussion concerning adding a link in Friend to the documents in Sharefile for records only JPAs and asked which company would work on this. Ms. Pranata responded that she would contact Diamond Bar Web for this and that another field would need to be added in order to have the link available. She continued that they would need to link the file together between Friend and Sharefile, and also somehow program it to login to Sharefile with the username and password when the link was opened. Mr. Chow noted that Edison currently has something similar implemented where they link to Hyper Office and a window opens up asking for your user id and password, and that there is also a "remember me" option available so that the information does not need to be typed in each time a link is

opened. Ms. Pranata stated that these links would need to be added into Friend first, and then Diamond Bar Web would extract this information. She noted that the staff would need to type each link into Friend so it would be required of the members to supply the office with the file names on the JPAs. Ms. Pranata stated that if a file name convention was created and followed, and if each pole used that same format, then the staff would know what to input into Friend without it being needed on a JPA. Mr. Chow responded that he prefers if it could be programmed so that the link is generated automatically without it needing to be manually typed on each pole. Ms. Pranata responded that she can see if Diamond Bar Web would be able to program the link to be generated onto the pole card on the website database since the Friend and website are two separate databases. Ms. Prescott asked that Ms. Pranata contact Diamond Bar Web and see how this would all work and what it would entail, and also to receive a quote for the work.

The eighth issue for discussion is **Item 1578: Policy for Routine Handbook Distribution**. Mr. Hunter reported that the individual who requested the Routine Handbook from LADWP was given a copy because they are a public utility and their information has to be shared. He also noted that there is nothing in the Routine Handbook that is personal or private to any specific company. He did state, however, that the pole prices were not given because these are proprietary information to the other utilities and do not belong to LADWP. Mr. Chow believed that it should not be shared because it is a product of the Committee and is only available through membership in the Committee. Mr. Hunter responded that his legal department looked at this and concluded that there is no legal reason why LADWP could withhold from sharing the Routine Handbook because they fall under the California Public Records Act (CPRA). Mr. Hunter stated that due to the CPRA, any municipality or public utility is required to provide this information. Mr. Chow replied that since there is no way to avoid this, it will be noted that information will only be shared with non-members in compliance with a regulation or state law. Ms. Prescott suggested that Ms. Pranata bring this issue to the attorney's attention and request that he draft a document for the sharing of the Routine Handbook.

The ninth issue for discussion is **miscellaneous items**.

279 E. Arrow Building, SNDA Letter

Ms. Pranata reported that she is waiting for the building manager to send her a revised copy of the agreement to update the previous manager's name to show Ms. Pranata's.

Changing Banks

Ms. Pranata reported that she is waiting for several checks to be cleared first and in the meantime when checks are written from U.S. Bank, she will need to write a check from the Wells Fargo account to the US Bank account to cover the expenses. She continued that once the checks she is waiting on start clearing it should no longer be an issue.

Fred Pryor Seminars

Mr. Chow suggested that Ms. Pranata and Mr. Levy look through the available Fred Pryor seminars and see if there are any topics that they believe would be of benefit to either of them. He stated that they could look through the brochure he provided and set up a conference call at a later date to discuss this with him.

Returned and 18.1F JPAs

Ms. Pearson brought up the discussion that was had at the June Operating meeting concerning which version of a JPA should be billed when the JPC receives an 18.1F JPA from a member while the original was returned to the initiator due to errors on the JPA. She stated that currently the JPC staff does not bill the 18.1F version and will notify the member that the original JPA has already been received by their office and are waiting for it to be returned by the initiator. Ms. Pearson informed the members that Edison has been attempting to contact the initiating members to have these resolved before beginning on their 18.1F JPAs; however, they often do not receive any response back. Mr. Chow suggested that the staff should bill the first correct and billable JPA, regardless of whether or not the original JPA had been submitted to the JPC beforehand. Ms. Hernandez stated that the only issue she foresees with this is that there may not be sufficient time given to the initiator to correct a JPA before another member submits their 18.1F JPA. Ms. Pearson replied that this is why Edison makes sure to contact the initiator to see when they will be resubmitting their JPA to the JPC for billing. Ms. Hernandez suggested that the Committee come up with a time frame for the turn-around on JPAs that are returned to members due to having errors and needing corrections. She continued that other than the cases where a pending JPA needs to final first before the one in question can be billed, her turn-around time for returned JPAs is 24 hours. The members agreed that they will bring their individual turn-around times to the next Operating Committee for further discussion on time frames for returned JPAs.

Rental Agreement Survey

Ms. Pearson reported that Ms. Pranata had previously asked all of the members in October 2012 if they could let her know whether or not they had rental agreements. She continued that not every member had responded and that Edison would like to know this as well. Ms. Haney asked her why Edison was requesting this information and Ms. Pearson replied that they are coming across tenants in different owners' space out in the field, and this will help them figure out to which utilities these tenants belong. The following members responded that they do have rental agreements: City of Los Angeles, Crown Castle NG West, Time Warner Cable, AT&T California, City of Vernon, City of Pasadena, Metro PCS, and MCI Metro.

Less Than 45 Days for Approved JPAs

Ms. Farajzadeh asked the Committee if the 45 day waiting period from when a Form 48 is sent before a JPA can be issued may be waived if all involved utilities have signed and approved the work. Ms. Hernandez replied that she understands how a member may wish to close out a project and issue the final in order to receive the invoices as soon as possible. She continued that as long as the other members signed off on it and it was billed according to the way it was agreed to, that the JPA is considered done and ready to submit to the JPC. However, the JPC has a directive that they cannot process such a JPA as the 45 days need to elapse regardless of whether the other members signed off on the work. Ms. Farajzadeh believes that this creates a lot of unnecessary work for both the members and the staff as these JPAs must be returned back and forth between the JPC and the initiator until the 45 days have passed. Mr. Chow responded that while this does make sense, he asked if there were any instances in which a member would not want to waive the 45 days. Ms. Hernandez recalls that this was agreed upon originally because the other utilities involved required the 45 days to go out into the field and make sure that the work was completed as written. The members discussed the option of having the additional Form 48 dates showing that work was complete from the other affected members on the JPA and having the JPC verify these dates. Ms. Farajzadeh decided that since this was causing such an issue, she would just hold said JPAs at her office until the 45 days have elapsed before submitting them to the JPC for billing. Ms. Hernandez suggested first that this be brought up for discussion at the next Administrative Board meeting to see if any other members are having the same issue regarding the 45 day waiting period.

Review of Action Items

- Ms. Pranata to request draft for sharing Routine Handbook from attorney.
- Ms. Pranata to receive revised SNDA from building manager.
- Ms. Pranata and Mr. Levy review Fred Pryor classes and meet with Mr. Chow.

The meeting adjourned at 11:00 a.m. until September 18, 2013.

Kyle Levy - Assistant Manager

Southern California Joint Pole Committee

279 E. Arrow Hwy. Suite 104
San Dimas, CA 91773
Phone (909) 599-3801
Fax (909) 599-3825

September 18, 2013

A regular meeting of the **Operating Committee** took place on the above date, at 10:15 a.m., at the Committee office.

Those in attendance were:

Mr. James Eastwood	Southern California Edison
Mr. Scott Hunter	City of Los Angeles
Ms. Paula Haney	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Lupe Hernandez	Teleport Communications America, LLC
Mr. William Kearns	Verizon Ca, MCI/Comm/Metro
Mr. Larry Vail	Verizon Ca, MCI/Comm/Metro
Mr. Bret Plaskey	Verizon Ca, MCI/Comm/Metro
Ms. Yvonne Johnson	AT&T Mobility
Mr. Rory Gandy	AT&T Mobility
Ms. Maria Ortiz	XO Communications
Mr. Paul Smolarski	T-Mobile USA
Mr. Emir Erba	Time Warner Cable
Mr. Doug Schmaderer	City of Pasadena
Mr. Daniel Lippert	City of Burbank
Ms. Angela Pranata	Committee Staff
Mr. Kyle Levy	Committee Staff

Those attending via teleconference were:

Ms. Lynn Prescott	Verizon Wireless
Ms. Alicia Smith	Sprint/Nextel/Sprint Communications
Ms. Jaimie Collins	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Mr. Joe Serrato	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Tina Simms	AT&T California
Ms. Jennifer Navarro Yhap	MetroPCS California, LLC
Mr. Steve Garcia	ExTeNet Systems
Mr. Stephen Pebley	Frontier Communications

Mr. Hunter opened the meeting at 10:15 a.m. by addressing the first issue on the agenda, the review of the **prior meeting minutes**. The members reviewed the August 2013 meeting minutes, and there were no questions, concerns or revisions.

The second agenda item is the review of the **August 2013 expense sheet**. The members reviewed the August expenses and there were no comments or questions.

The third agenda item is the **accounts receivable**. Ms. Pranata mentioned that she has been sending the past due notices for MCI Metro and MCI Telecommunications to Dan Garden. Mr. Kearns replied that he has been communicating with Dan Garden and that he is aware of these invoices. Mr. Kearns then instructed Ms. Pranata to begin sending all invoices to him from now on. There were no further comments regarding the accounts receivable.

The fourth item on the agenda is the **August 2013 JPA activity** report. Mr. Hunter questioned if the 9% figure of returned JPAs was more than is usually returned each month, and Mr. Levy replied that is around the average amount returned. There were no further questions or comments regarding the JPA activity.

The fifth item for discussion is the **Member Board Attendance**. The members reviewed the attendance report and Ms. Prescott informed Ms. Pranata that the City of Vernon and City of Banning both have an attendance record of over 80%; however, their rows are grayed out indicating that they have less than 80%. Ms. Pranata responded that she will correct this. There were no further questions or comments concerning the board attendance.

The sixth issue for discussion is **Standardization of Procedures and Minutes**. Mr. Levy reported that the JPC staff had a meeting and went over Section 5.1A because a member had an issue with several JPAs wherein an owner was relinquishing interest and the base owner was being charged for their interest in that space under Section 4.0. He explained to the staff that Section 4.0 would not be used in conjunction and the base owner should not be billed for this space as it reverts back to their ownership. Mr. Levy continued that he went over the membership change regarding AT&T Communication and AT&T Mobile Services as they are now known as Teleport Communications America, LLC. He explained to the staff that all pole records have been updated from ATT & TCG to their new member code TCA and that any incoming JPAs still using the old member codes will be corrected. Also, the previous accounts with ATT & TCG will no longer be used as there has been new account numbers created with TCA. The final issue discussed at the staff meeting was that in addition to item 14(a), item 14(b) can be billed under Section 18.1F JPAs.

The seventh issue for discussion is **Item 1543: Friend Field Enhancement**. Ms. Pranata reported that she has received the second version of Friend and that she will begin testing it as soon as the new server has been installed.

The eighth issue for discussion is **Item 1578: Policy for Routine Handbook Distribution**. Ms. Pranata reported that she has contacted the lawyer regarding the verbiage for a policy concerning when a non-member requests a copy of the Routine Handbook, and she is waiting for his response. Mr. Hunter explained since there is nothing that is proprietary to any company in the Routine Handbook, that LADWP is required to provide a copy to any person requesting it per the California Public Records Act. Although he noted that the pole prices and authorized costs were not disclosed since those contain proprietary information pertaining to other members.

The ninth issue for discussion is **miscellaneous items**.

279 E. Arrow Building, SNDA Letter

Ms. Pranata reported that she is waiting for the building manager to send her a revised copy of the agreement to update the previous manager's name to show Ms. Pranata's.

Changing Banks

Ms. Pranata reported that all of the checks have cleared and once the office payroll has been switched over to U.S. Bank the Wells Fargo account can be closed. She noted that this should be done before October's meetings and will email Mr. Hunter or Ms. Prescott concerning the payroll.

New Server

Mr. Hunter reported that the JPC office's server has been having issues with crashing often and running slowly, and that Ms. Pranata suggested a new server should be purchased to replace the current failing one. Mr. Hunter asked if anyone in the Committee was opposed to this and being that there was no disagreement, he proposed that it be purchased as soon as possible. Mr. Kearns asked if the current server has an off-site backup to which Ms. Pranata responded that there is a mirror image server used for backup with Velocity Network Solutions, which is backed up daily. Ms. Pranata stated that the cost of the server will cover everything including installation, data transfer, etc.

Certificate of Insurance Request

Ms. Prescott reported that the Certificate of Insurance request letter is to be sent out this month and she did not have a chance to work on it yet. She requested that a bullet point be added to the Operating agenda under miscellaneous for this to be discussed during next month's meeting. Ms. Prescott stated that she will begin working with Ms. Pranata on this and will email the Operating Committee the letter for review before sending the final version out to the entire Committee.

Friend in the North

Ms. Hernandez brought up the discussion that began in the Administrative Board meeting about asking Joe Atalla if he could visit the NCJPA to discuss the possibility of setting up the Friend program there. She explained that this began because of the North's decision to start numbering their joint poles uniformly and they will require a more sophisticated program to keep track of their pole records. Mr. Eastwood stated that since the Friend software is owned by the SCJPC, an agreement should be written up with the NCJPA concerning any possible provisions, charges incurred, and so forth. Ms. Prescott suggested finding out exactly how much the Committee paid for Friend and then having the NCJPA purchase it outright in order

to recoup a portion of what was spent. She continued that a bill of sale should be generated for the purchase noting that the NCJPA would be purchasing the program in its current form, and would be responsible themselves for any further enhancements. Ms. Haney agreed that the Committee should charge them some amount for the software and suggested that they should negotiate a price with the North. Mr. Hunter added that in the event of any possible future merger between the SCJPC and NCJPA, it would be beneficial for each to be using the same program for their JPA and pole record database. Ms. Pranata stated that the last time she spoke with the North they did not have an internal server for their office, which they would need to have first. Ms. Hernandez suggested that Ms. Pranata speak with Joe Atalla and get information on everything that is required to have before Friend can be installed. Mr. Eastwood asked if the Friend software is shown as an asset on the taxes because if it is sold it may need to be stated as income for tax purposes. Ms. Pranata replied that she will find this out from the auditor.

Review of Action Items

- Ms. Prescott to begin working on Certificate of Insurance request letter
- Ms. Pranata to purchase new server
- Ms. Pranata to ask Joe Atalla about requirements for Friend and if he is willing to set up Friend in the North

The meeting adjourned at 11:00 a.m. until October 16, 2013.

Kyle Levy - Assistant Manager

September 23, 2013

Re: Certificate of Insurance

Dear SCJPC Representative:

The Southern California Joint Pole Committee is requesting a copy of the Members' certificate of insurance.

As a Member of the Southern California Joint Pole Committee and per the SCJPC 1998 Agreement, each Member is obligated to provide certain insurance documentation. The Insurance requirements are set forth in the **Conditions of Membership**, Section 6 (b) (1), and state as follows:

(2) Each Member shall either be self insured or else procure and maintain such policy or policies of liability insurance in such an amount to demonstrate the financial ability to defend and to respond in damages to the kind of litigation usually incident to a utility business of the size of the Member. Each Member shall be insured against claims of Worker's Compensation as is required by state law. Each Member shall furnish a copy of its State of California certificate of insurance or certificate of self-insurance when requested by the Operating Committee.

Please send a current certificate of insurance to:

Southern California Joint Pole Committee
279 E. Arrow Hwy., Suite 104
San Dimas, CA 91773
Attn: Angela Pranata

Thank you for your prompt attention to this matter. If you have any questions please contact me via email at angela@scjpc.net , or by phone (909) 599-3801 ext. 203.

Sincerely,

Angela Pranata
Manager of Operations

Southern California Joint Pole Committee

279 E. Arrow Hwy. Suite 104
San Dimas, CA 91773
Phone (909) 599-3801
Fax (909) 599-3825

October 16th, 2013

A regular meeting of the **Operating Committee** took place on the above date, at 10:50 a.m., at the Committee office.

Those in attendance were:

Ms. Lynn Prescott	Verizon Wireless
Mr. Larry Chow	Southern California Edison
Mr. James Eastwood	Southern California Edison
Ms. Jessica Pearson	Southern California Edison
Mr. Scott Hunter	City of Los Angeles
Mr. Steve Brown	City of Los Angeles
Ms. Paula Haney	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Lupe Hernandez	Teleport Communications America, LLC
Mr. William Kearns	Verizon Ca, MCI/Comm/Metro
Ms. Yvonne Johnson	AT&T Mobility
Ms. Maria Ortiz	XO Communications
Ms. Alicia Smith	Sprint/Nextel/Sprint Communications
Mr. Paul Smolarski	T-Mobile USA
Mr. Emir Erba	Time Warner Cable
Mr. Daniel Lippert	City of Burbank
Ms. Angela Pranata	Committee Staff
Mr. Kyle Levy	Committee Staff

Those attending via teleconference were:

Ms. Janet Chirrick	AT&T California
Mr. Josh Mathisen	AT&T California
Mr. Joe Serrato	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Mr. Stephen Pebley	Frontier Communications

Ms. Prescott opened the meeting at 10:50 a.m. by addressing the first issue on the agenda, the review of the **prior meeting minutes**. The members reviewed the September 2013 meeting minutes, and there were no questions, concerns or revisions.

The second agenda item is the review of the **September 2013 expense sheet**. The members reviewed the September expenses and there were no comments or questions.

The third agenda item is the **Accounts Receivable**. There were no comments or questions regarding the accounts receivable.

The fourth item on the agenda is the **September 2013 JPA activity** report. There were no questions or comments regarding the JPA activity.

The fifth item for discussion is the **Member Board Attendance**. The members reviewed the attendance report. There were no questions or comments concerning the board attendance.

The sixth issue for discussion is **Standardization of Procedures and Minutes**. Mr. Levy reported that the JPC staff had a meeting and discussed the 45 day wait period between the date sent of the Form 48 and the date received in the JPC office will still be upheld even when all of the members have approved the JPA. He explained that this practice was questioned by a member at the previous Operating Committee who believed that this should be waived if all the members have signed the JPA. Mr. Levy stated that if the office receives a JPA every now and then where the 45 days have not yet passed, the staff will hold it until the 45 days have elapsed. He noted, however, that if it becomes an issue where the office is receiving many of these JPAs from any one particular member that these will be returned back to the initiator for them to resubmit after the 45 day wait period. The staff also discussed an issue they were having on certain JPAs with the newly implemented PB LTD process where one member is performing all of the work. There were several pole replacements on JPAs in which the date sent of the JPA and the year set of the pole did not coincide; the date sent was 2012 with the pole set in 2013 and vice versa. The members agreed that regardless of the date sent, if the pole is set before 2013 then the lowering cost will not be charged.

The seventh issue for discussion is **Item 1543: Friend Field Enhancement**. Ms. Pranata reported that the Friend field enhancements are almost complete. She added that Joe Atalla was at the JPC office the day before and installed the new server and also added 2 terabytes of disk space.

The eighth issue for discussion is **Item 1578: Policy for Routine Handbook Distribution**. Ms. Pranata reported that she had contacted the attorney several weeks ago and emailed him the Routine Handbook, although he stated that he never received it. Ms. Pranata forwarded the Routine Handbook to the attorney again and he is currently working on the verbiage for the policy.

The ninth issue for discussion is **Item 1580: Sharing Friend with NCJPA**. Ms. Hernandez reported that she forwarded Jonathan Vaughan the specs that Ms. Pranata received from Joe Atalla concerning what would be required in order to run Friend. She stated that the main issue is the steps that would need to be taken in order to allow the NCJPA to use Friend, and what the cost would be. Ms. Pranata replied that she contacted the auditor in order to find out the total amount that was spent on Friend, and the auditor did not know about Friend and thought she was referring to iPAM. She stated that she also looked through the old invoices from Joe

Atalla and could not find any of the ones for Friend. Ms. Hernandez asked the Committee if it would be acceptable and legal for Joe to discuss the requirements for Friend with the NCJPA, and Mr. Chow replied that he sees no issue with this. Ms. Hernandez requested that Ms. Pranata contact Joe and see if he would be willing to meet with the NCJPA at their next meeting on November 12th. Mr. Mathisen stated that the NCJPA is eager to move forward with Friend and asked if there could be some discussion on how much the NCJPA should pay for Friend once the amount that the SCJPC had paid for it is found. Ms. Haney suggested that the attorney and auditor should be asked if they are familiar with non-profit companies selling/sharing/exchanging software amongst each other. Ms. Hernandez agreed and stated that once the cost of Friend is found out the Committee should ask them how to proceed. She stated that the NCJPA is ready to move forward and suggested that this issue be made a priority.

Mr. Chow brought up the issue that there are several utilities that are both members of the SCJPC and NCJPA, and what their position is regarding the fact that they have already paid for Friend in the South and will be required to pay for it again in the North. Mr. Mathisen replied that the payment for Friend would be going to the Committee which would defer some of the costs from the SCJPC, and they would essentially be paying themselves.

Mr. Chow asked Mr. Mathisen if there has been any recent discussion in the North about the possibility of creating one organization which would have oversight over the entire state of California. Mr. Mathisen replied that several of the larger members in the North have shown interest in merging the SCJPC and NCJPA into one organization. Ms. Chirrick added that lately many of the members in the North have shown interest in the way in which the South is run and have adopted some of their practices. Mr. Mathisen suggested that both of the Committees discuss this further at their next respective Operating Committees, and to create a joint group to discuss the feasibility of such an organization. Mr. Mathisen stated that he will bring this up with the NCJPA and present their ideas back to the SCJPC at the November Operating Committee, to hopefully begin working on this sometime early next year.

Ms. Prescott asked Ms. Pranata if she would be able to look back through the past Operating expenses and see if she could come to an estimate on how much money was spent on Friend. Mr. Chow added that this information should be found around the time that the original database had crashed and is when Friend was created, which Ms. Pranata noted was in 2006. However, she noted that the new accounting system was started in 2007 and QuickBooks does not have any records from before then. She also stated that she cannot locate the physical copies of the Hyperlink invoices and believes that the previous office manager may have combined all of the invoices into one and have it stored somewhere. Ms. Pranata did mention though that the initial fee for Friend was around \$65,000, although the different modifications that were made since then need to be factored into the overall cost as well.

Mr. Hunter asked whether the Committee plans on selling the NCJPA the program and all of the rights so that they are able to make their own modifications or leasing it to them. The members discussed the pros and cons of these two options including the fact that if the rights are sold and the North and South ever plan on

merging one day, at that point each will be using two disparate and incompatible Friend programs.

Ms. Hernandez concluded the discussion by announcing that the attorney will write up a proposal for the NCJPA with the different options for purchasing Friend, and that Ms. Pranata will contact Joe Atalla to see if he can attend the NCJPA meeting on either November 12th or 13th.

The tenth issue for discussion is **miscellaneous items**.

Certificate of Insurance Letter

Ms. Prescott presented the Certificate of Insurance Request Letter which the Committee reviewed, and there were no comments or changes required to the letter. Ms. Prescott stated that Ms. Pranata will email the approved letter to the members.

279 E. Arrow Building, SNDA Letter

Ms. Pranata reported that she has tried contacting the building manager concerning the letter and has not received any response back yet.

Changing Banks

Ms. Pranata reported that the Wells Fargo bank account will be officially closed once the checking account is closed out today.

Review of Action Items

- Ms. Pranata request Joe Atalla attend NCJPA meeting on November 12th or 13th
- Ms. Pranata to research amount that was spent on Friend
- Ms. Pranata to email members certificate of insurance request letter
- Ms. Pranata to contact attorney about options for selling Friend to NCJPA

The meeting adjourned at 11:40 a.m. until November 20, 2013.

Kyle Levy - Assistant Manager

September 23, 2013

Re: Certificate of Insurance

Dear SCJPC Representative:

The Southern California Joint Pole Committee is requesting a copy of the Members' certificate of insurance.

As a Member of the Southern California Joint Pole Committee and per the SCJPC 1998 Agreement, each Member is obligated to provide certain insurance documentation. The Insurance requirements are set forth in the **Conditions of Membership**, Section 6 (b) (1), and state as follows:

(2) Each Member shall either be self insured or else procure and maintain such policy or policies of liability insurance in such an amount to demonstrate the financial ability to defend and to respond in damages to the kind of litigation usually incident to a utility business of the size of the Member. Each Member shall be insured against claims of Worker's Compensation as is required by state law. Each Member shall furnish a copy of its State of California certificate of insurance or certificate of self-insurance when requested by the Operating Committee.

Please send a current certificate of insurance to:

Southern California Joint Pole Committee
279 E. Arrow Hwy., Suite 104
San Dimas, CA 91773
Attn: Angela Pranata

Thank you for your prompt attention to this matter. If you have any questions please contact me via email at angela@scjpc.net , or by phone (909) 599-3801 ext. 203.

Sincerely,

Angela Pranata
Manager of Operations

Southern California Joint Pole Committee

279 E. Arrow Hwy. Suite 104
San Dimas, CA 91773
Phone (909) 599-3801
Fax (909) 599-3825

November 20th, 2013

A regular meeting of the **Operating Committee** took place on the above date, at 10:50 a.m., at the Committee office.

Those in attendance were:

Ms. Lynn Prescott	Verizon Wireless
Mr. James Eastwood	Southern California Edison
Ms. Jessica Pearson	Southern California Edison
Mr. Steve Brown	City of Los Angeles
Ms. Paula Haney	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Mr. Joe Serrato	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Marina Birarova	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Lupe Hernandez	Teleport Communications America, LLC
Ms. Yvonne Johnson	AT&T Mobility
Mr. Rory Gandy	AT&T Mobility
Ms. Maria Ortiz	XO Communications
Ms. Alicia Smith	Sprint/Nextel/Sprint Communications
Mr. Paul Smolarski	T-Mobile USA
Mr. Emir Erba	Time Warner Cable
Mr. Daniel Lippert	City of Burbank
Mr. Joe Armstrong	City of Pasadena
Ms. Angela Pranata	Committee Staff
Mr. Kyle Levy	Committee Staff

Those attending via teleconference were:

Ms. Janet Chirrick	AT&T California
Mr. Josh Mathisen	AT&T California
Ms. Tina Simms	AT&T California
Mr. Larry Vail	Verizon Ca, MCI/Comm/Metro
Mr. Stephen Pebley	Frontier Communications

Ms. Prescott opened the meeting at 10:50 a.m. by addressing the first issue on the agenda, the review of the **prior meeting minutes**. The members reviewed the October 2013 meeting minutes, and there were no questions, concerns or revisions.

The second agenda item is the review of the **October 2013 expense sheet**. The members reviewed the October expenses and there were no comments or questions.

The third agenda item is the **Accounts Receivable**. There were no comments or questions regarding the accounts receivable.

The fourth item on the agenda is the **October 2013 JPA activity** report. Mr. Levy reported that the JPA's being held over for the next month are nearly complete at only 1% of the total JPA's received for November. There were no further questions or comments regarding the JPA activity.

The fifth item for discussion is the **Member Board Attendance**. The members reviewed the attendance report. There were no questions or comments concerning the board attendance.

The sixth issue for discussion is **Standardization of Procedures and Minutes**. Mr. Levy reported that the JPC staff had a meeting and discussed the new enhancements that were recently made to Friend. He continued reporting that these included the expanded JPA hold/return reason field, the checkboxes for when an owner has an antenna attached to the pole, and the new removal/relinquishment field that specifies which is being done on a pole and which owner is performing said action.

The seventh issue for discussion is **Item 1543: Friend Field Enhancement**. Ms. Pranata reported that the Friend field enhancements are complete, and stated that she trained the staff on the enhancements mentioned above by Mr. Levy. Ms. Pranata added that she had contacted Diamond Bar Web concerning matching the online pole records with those in the database, and she is still waiting for a response.

The eighth issue for discussion is **Item 1578: Policy for Routine Handbook Distribution**. Ms. Prescott reported that the attorney sent Ms. Pranata a letter along with a draft of the policy which the members reviewed. The letter specified that under the California Public Records Act, all cities and governmental agencies in California would be required to disclose documents like the Routine Handbook to any member of the public if requested. Mr. Lippert noted that since only cities and governmental agencies are obligated to share documents, the SCJPC itself would never be required to give any documents, unless subpoenaed, as an individual member of the JPC would need to be contacted instead. Mr. Eastwood reported that the attorney suggested the policy should be added to the Routine Handbook as Section 1.3, rather than listed under the Agreement or By-Laws. It was agreed this item will be moved to the January 2014 Administrative Board meeting for further discussion and for a possible vote.

The ninth issue for discussion is **Item 1580: Sharing Friend with NCJPA**. Ms. Chirrick reported that she has received the proposed pricing structure for Friend; however, she has yet to share it with the NCJPA as it is still being deliberated upon. She also asked Ms. Pranata for some examples of what the \$400 monthly maintenance fee includes. Ms. Pranata replied that it was reserved for relatively minor bugs or fixes internally at the office as the SCJPC is not invoiced for this work

unless it goes over the \$400 amount. The members discussed whether they preferred the option of selling the Friend license to the NCJPA outright or through a license lease agreement. Mr. Mathisen was of the opinion that the license lease agreement over a few years would help to facilitate continued communication and cooperation between the North and the South as well as make it easier for the NCJPA to come to a decision. Mr. Lippert explained how either way it is sold, when dealing with computer programs you are only selling the license for the program, and not the program itself. He also recommended not offering any option for maintenance in the deal and if the NCJPA still wants help with it, to handle that as inter-party business and completely unrelated. Mr. Lippert explained that if the NCJPA begins modifying their program and the two systems become vastly different from one another, it would not be feasible to continue performing tech support and maintenance on an unfamiliar system. Mr. Mathisen agreed and stated that the NCJPA could receive whatever help they require from Joe Atalla, although he still wanted to have the possibility of the North and South each able to benefit from enhancements that the other makes. The Committee settled on a fee of \$36,000 for Friend, and after some discussion, asked Ms. Chirrick if she could bring this before the NCJPA meeting in December and see if they would be willing to pay this as a one-time fee. Mr. Mathisen and Ms. Hernandez were of the opinion that the NCJPA would not be willing to pay the full amount all at once; however, they agreed this should be presented to the North regardless and let them respond back with another offer if they refuse. Ms. Chirrick agreed to present this to the NCJPA during their next meeting in December and report back with their response.

The tenth issue for discussion is **miscellaneous items**.

279 E. Arrow Building, SNDA Letter

Ms. Pranata reported that she has tried contacting the building manager concerning the SNDA letter and has not received any response back yet.

Multiple Final of Same JPA to Office (First Correct to Bill)

Ms. Pearson stated that this was still an unresolved issue regarding the JPC office receiving the same JPA in a billing month from 2 different issuers, one being the original version and the other the 18.1F version. Ms. Hernandez explained that the JPC staff will notify the issuing members of this and then it will be incumbent upon those members to decide which version of the JPA will be final billed, and not upon the JPC staff.

Disclosing SCJPC's Membership Fees

Ms. Pranata reported that the NCJPA has asked her about the SCJPC's membership fees and she asked the Committee if she is able to disclose that information to the North. Ms. Chirrick replied that the NCJPA is working on adjusting and aligning their fees; however, the South is much more mechanized and thus comparing fees would not benefit the NCJPA. Ms. Prescott stated that the

SCJPC has a methodology for calculating both the initial membership fee as well as the monthly fees due by each member and sees no issue in sharing these with the NCJPA. Ms. Pranata replied that the methodology for the monthly membership fee would be useless to the NCJPA as they do not keep track of the non-usable footage, which is used in the calculations. The Committee agreed to send the initial membership fee methodology to the NCJPA as they see no reason not to.

Insurance Requirements

Ms. Pranata reported that she received a question from one of the members inquiring as to whether there are any limits or types of insurance required when turning in their certificate of insurance. The members reviewed the Agreement and found that Section 6(b)(2) went into further detail about the insurance required such as being able to demonstrate the financial ability to respond to litigation common of utilities the size of the member, as well as being insured against claims of workers' compensation. The members agreed that this section was sufficient and argued against putting in the Agreement any actual number requirements for the insured.

JPC Website Advanced Pole Search is Slow/Down

Ms. Pranata announced that she has been contacted by several of the members and is aware that the JPC website advanced pole search function is running slower than usual and is often not functioning entirely. She believes this may be related to the recent database update by Joe Atalla and will contact the website programmer to analyze the programming to see if there is something that needs to be changed. Also, she will contact the website host to have the office's server upgraded as the current one is rather slow. Ms. Pranata notified the members that they should see some improvement after these tasks are finished, and will notify the members as soon as they are complete.

New Ad Hoc Committee: CAJPC

Mr. Mathisen suggested the creation of a new Committee in order to hold joint meetings with a similar group from the NCJPA to discuss ways in which the North and South can work together and benefit from one another, with the possibility of joining together into one single entity in the future. Ms. Hernandez replied that it would be advantageous to both the North and South as well as to those who are members of each. The members agreed that a new Committee should be formed for this, which was named the CAJPC for the California Joint Pole Committee, and Mr. Mathisen volunteered to be the chairperson. Mr. Mathisen stated that after the December NCJPA meeting he will send out an invitation for the first meeting between the North and South which should take place before January to discuss their overall goals and create a meeting schedule. The following members volunteered for the CAJPC Committee:

- AT&T California (Chair)
- Southern California Edison

- Verizon California
- Los Angeles DWP
- Crown Castle NG West Inc.
- Sprint Nextel/Communications

Cost Causer

Mr. Eastwood recalled that some time ago, the Committee had established a cost causer of \$50 and was inquiring if that number is still valid. Ms. Pranata replied that she believes it is still valid and will double-check on this. Mr. Eastwood explained that Edison is getting ready to finalize an agreement with PG&E on a memorandum of understanding, and will need to bring some of the work to the JPC staff to have them close out existing joint records between Edison and PG&E. He explained that this work will arrive at the JPC office distinct from the normal JPA work received from Edison and will indicate whether the cost causer is to be charged to Edison or PG&E.

Review of Action Items

- Ms. Chirrick to bring verbal outline for Friend purchase to NCJPA.
- Ms. Pranata to send new membership fee calculation methodology to NCJPA.
- Mr. Levy to create JPA alert regarding multiples of same JPA received by JPC.
- Mr. Mathisen to chair the new CAJPC Committee in December.

The meeting adjourned at 12:30 p.m. until January 15, 2014.

Kyle Levy - Assistant Manager

ADAMS, HAWEKOTTE & HUDSON

A PARTNERSHIP INCLUDING A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

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ROGER ADAMS *
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* A PROFESSIONAL CORPORATION;
ALSO ADMITTED IN NEW YORK
† ALSO A LICENSED C.P.A. IN CALIFORNIA (INACTIVE)

Angela Pranata
Southern California Joint Pole Committee
279 E. Arrow Highway, Suite 104
San Dimas, CA 91773



Dear Ms. Pranata:

In response to your request, I enclose a draft of an amendment to the Routing Handbook, prohibiting disclosure to third parties, except under specified circumstances.

I have reviewed the California Public Records Act, and note that it applies to all cities and other governmental agencies and entities in California. It would appear to require cities and other governmental agencies to disclose documents like the Routine Handbook to any member of the public who requests it. The law is contained in Government Code §6250 et. seq. There are numerous exceptions to this requirement, but I do not think any of the exceptions are applicable to our situation.

Please let me know if you have any questions or need anything else.

Very truly yours,



Roger Adams

SOUTHERN CALIFORNIA JOINT POLE COMMITTEE

Suggested Amendment to Routine Handbook

Add the following new Section 1.3 at the end of the first chapter:

1.3 Prohibited Disclosure to Third Parties

Except as set forth below, neither copies of this document, nor any information about the contents thereof, shall be given to any organization or to the employees, agents, or any other affiliates of any organization which is not a member of the Southern California Joint Pole Committee. Notwithstanding the foregoing, disclosure may be made in the following circumstances:

A. Disclosure may be made to the extent it is required by the provisions of the California Government Records Act, or any other applicable law, with respect to member organizations which are cities or other governmental agencies to which such laws apply.

B. Disclosure may be made to organizations which are considering membership in the Southern California Joint Pole Committee, if such an organization executes and complies with the terms of the Committee's standard form Non-Disclosure Agreement.

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November 4, 2013

Angela Pranata
Southern California Joint Pole Committee
279 E. Arrow Hwy., Suite 104
San Dimas, CA 91773

Re: Software License

Dear Ms. Pranata:

In follow-up to our previous discussions, I am writing to recommend an arrangement to allow the Northern California Joint Pole Association ("Northern California Poles") to use your software. I have reviewed the information which was sent to you by your accountant, Robert Hunt. I have also taken into consideration the fact that the Northern California Poles will have the right to make modifications and improvements to the software. Because they will have the right to do this, we believe that the amount to be charged should be more than I previously indicated to you in our telephone conversation.

We believe that your arrangement with Northern California Poles should still be a license arrangement, because you are still retaining the right to use the software yourself. The royalty should be between \$36,000 and \$48,000, payable in advance. The price should be discounted from your cost of development, and should not include maintenance costs. Instead of a cash payment in advance, you could ask for a down payment, with the balance payable ratably in installments over a three year period. You should have access to, ownership of, and the right to use all improvements and modifications which they develop to the software. The license would be renewable at the end of the three year period at the option of Northern California Poles.

Let us know what you decide. We will be ready to prepare a license agreement.

Very truly yours,


Roger Adams

Angela Pranata

From: Robert Hunt [rshunt2cpa@earthlink.net]
Sent: Monday, October 28, 2013 2:53 PM
To: Angela Pranata
Subject: POSSIBEL COST OF FRIEND SOFTWARE TO NEW USER.

SOUTHERN CALIFORNIA JOINT POLE COMMITTEE ALLOCATION OF COST OF FRIENDS SOFTWARE

			MAINTENANCE COSTS 2007-2013
ORIGINAL COST - 2006	\$	65,000.00	\$ 400.00
2012 MODIFICATION	\$	4,750.00 X	84MONTHS
2013 MODIFICATION	\$	2,000.00	
MAINTENANCE TO DATE	\$	33,600.00	<u>\$ 33,600.00</u>
	\$	<u>105,350.00</u>	
MEMBERS AT PRESENT PER WEBSITE		33.00	
COST PER MEMBER	\$	<u>3,192.42</u>	