

Southern California Joint Pole Committee

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

January 15th, 2014

A regular meeting of the **Operating Committee** took place on the above date, at 10:00 a.m., at the Committee office.

Those in attendance were:

Ms. Lynn Prescott	Verizon Wireless
Ms. Jessica Pearson	Southern California Edison
Mr. Scott Hunter	City of Los Angeles
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. Lupe Hernandez	Teleport Communications America, LLC
Mr. Rory Gandy	AT&T Mobility
Mr. Paul Smolarski	T-Mobile USA
Mr. Emir Erba	Time Warner Cable
Ms. Jessica Raettig	Time Warner Cable
Mr. Daniel Lippert	City of Burbank
Mr. Doug Schmaderer	City of Pasadena
Mr. Joe Armstrong	City of Pasadena
Ms. Angela Pranata	Committee Staff
Mr. Kyle Levy	Committee Staff

Those attending via teleconference were:

Ms. Alicia Smith	Sprint/Nextel/Sprint Communications
Ms. Maria Ortiz	XO Communications
Ms. Yvonne Johnson	AT&T Mobility
Mr. Joe Serrato	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Jane Bibb	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC

Ms. Prescott opened the meeting at 11:00 a.m. by addressing the first issue on the agenda, the review of the **prior meeting minutes**. The members reviewed the November 2013 meeting minutes, and there were no questions, concerns or revisions.

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

The third agenda item is the **Accounts Receivable**. Mr. Kearns asked Ms. Pranata if she has received a response from Dan Garden concerning the past due notices she sent him in December for MCI Metro/ATS and MCI Telecommunications. Ms. Pranata replied that she has not and Mr. Kearns requested that she forward these to him. There were no further comments regarding the accounts receivable.

The fourth item on the agenda is the **December 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 there was nothing new to report regarding the standardization of procedures and minutes.

The seventh issue for discussion is **Item 1580: Sharing Friend with NCJPA**. Mr. Mathisen reported that this issue was presented to the NCJPA and that the reaction was very positive. He stated that the NCJPA considered the one-time payment option; however, without knowing the exact cost and details of the purchase, are awaiting a formal contract from the Committee. The members discussed the amount of \$36,000 which they had agreed to charge the North as initially suggested by the attorney, and that this would be billed as a one-time fee.

Ms. Pranata asked the Committee who would train the office in the North when any new modifications were made to Friend for internal purposes in the South. Ms. Hernandez replied that although modifications can be shared, they should be optional as both the North and South would be running two separate versions to accommodate their individual needs and databases. Ms. Pranata also wanted to make sure that the NCJPA understood that the website pole database the SCJPC has is a separate system altogether, and is not something that is inherent to Friend. She explained that they would need to hire another programmer in order to upload the information from Friend onto their website. Ms. Pranata then asked the members how payment will work when a modification is made and paid for by one party and the other is interested in also utilizing this change, since this will involve twice the amount of work for the programmer and the possibility of another quote. Ms. Prescott was of the opinion that all modifications should be shared regardless of whether they are needed by the other party, as once one program deviates from the other the consistency will be lost and you begin to run into these types of programming issues. She added that it would be beneficial to both the North and South if they were using the same system as billers from one office could be utilized by the other, and the possibility that someday in the future the two offices may merge. Ms. Prescott recommended that there be one master copy of the program used by both parties and that any modifications made by one will be paid for by them, and then shared with the other. There is also the possibility of modifications that both parties are interested in making, and the option for a joint payment is open as well. Ms. Pranata

noted that under this agreement when one party makes a modification that only they require, they will need to take into account how this function will affect the other party.

The Committee advised Ms. Pranata to contact the attorney with the details that were discussed to draw up a proposal for the purchase of Friend which will be reviewed at next month's Administrative Board meeting.

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

279 E. Arrow Building, SNDA Letter

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

CPCN/WIN Validation

Ms. Hernandez brought up the case of an applicant in the process of applying for membership with the JPC who had withdrawn their request due to the fact that their Wireless Identification Number (WIN) had elapsed, and were no longer able to continue performing work. She stated that currently each member is required to meet certain conditions and provide documentation to the CPUC in order for their Certificate of Public Convenience and Necessity (CPCN) and WIN to remain valid, and that members should not be able to process JPA's if these are not. Ms. Hernandez asked the Committee how they would know when a current member's CPCN and/or WIN had elapsed. Ms. Prescott added that although this is a stipulation in the Agreement, there is nothing in place to ensure the validation of these. Ms. Hernandez suggested that like the Certificate of Insurance requests that were recently sent out to the members, this could be something that is requested of the members as well. Mr. Mathisen asked how the lapse of either of these would affect a member's ability to purchase and use poles and Ms. Hernandez replied that without these a member would not legally be allowed to perform any work in this state. Ms. Haney announced that she will research this topic further and report back with her findings at the next Operating Committee.

Review of Action Items

- Ms. Pranata to forward MCI/ATS past due emails to Mr. Kearns.
- Ms. Pranata to contact attorney to create Friend proposal.
- Ms. Pranata to send Certificate of Insurance reminder to members.
- Ms. Haney to research CPCN/WIN validation.

The meeting adjourned at 11:00 a.m. until February 19, 2014.

Kyle Levy - Assistant Manager

Southern California Joint Pole Committee

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San Dimas, CA 91773
Phone (909) 599-3801
Fax (909) 599-3825

February 19th, 2014

A regular meeting of the **Operating Committee** took place on the above date, at 9:45 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
Mr. Jeff Williams	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. Kourtney Wietecha	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Lupe Hernandez	Teleport Communications America, LLC
Ms. Alicia Smith	Sprint/Nextel/Sprint Communications
Ms. Maria Ortiz	XO Communications
Ms. Yvonne Johnson	AT&T Mobility
Mr. Rory Gandy	AT&T Mobility
Mr. Paul Smolarski	T-Mobile USA
Ms. Jessica Raettig	Time Warner Cable
Mr. Dana Fabing	City of Lompoc
Mr. Daniel Lippert	City of Burbank
Ms. Angela Pranata	Committee Staff
Mr. Kyle Levy	Committee Staff

Those attending via teleconference were:

Mr. Joe Serrato	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Connie Lopez-Hood	Golden State Water
Mr. Basem Andrawos	City of Vernon
Mr. Brandon Robinson	City of Banning
Mr. Steve Garcia	ExTeNet Systems
Mr. Stephen Pebley	Frontier Communications

Ms. Prescott opened the meeting at 9:45 a.m. by addressing the first issue on the agenda, the review of the **prior meeting minutes**. The members reviewed the January 2014 meeting minutes, and there were no questions, concerns or revisions.

The second agenda item is the review of the **January 2014 expense sheet**. The members reviewed the January expenses and there were no comments or questions.

The third agenda item is the **Accounts Receivable**. Mr. Kearns asked Ms. Pranata if she has received a response yet concerning the past due accounts for MCI Metro/ATS and MCI Telecommunications, and Ms. Pranata replied that she has received payment for these. There were no further comments regarding the accounts receivable.

The fourth item on the agenda is the **January 2014 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 per Verizon's request, he has instructed the staff going forward to include the percentage of ownership on all multi-party pole records in which Verizon is an owner.

The seventh issue for discussion is **Item 1580: Sharing Friend with NCJPA**. The Committee reviewed the license agreement prepared by the attorney for the purchase of Friend and made revisions to the document so that it better reflected the proposal as it had been discussed. Ms. Prescott stated that Mr. Levy will finish adding the revisions to the proposal and send the revised version out to the members and the attorney for their further review.

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

279 E. Arrow Building, SNDA Letter

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

CPCN/WIN Validation

Ms. Haney reported that from her research, she has found that once an applicant's CPCN/WIN is approved, they need only to pay their dues each year in order to maintain their approval. She added that she is now trying to establish how to determine when an applicant has not paid their dues and their application has lapsed. Ms. Haney stated that she has found no requirement for an applicant to provide proof of their CPCN/WIN after their initial approval, so long as their dues are paid every year. Ms. Haney concluded that she will continue researching this issue and bring any new findings to the next Operating Committee

Velocity Payment

Velocity Payment

Ms. Pranata requested approval from the Committee for a payment of \$2,881.69 to Velocity for work they performed on the backup server as it was having issues connecting to the main server. Being that there were no objections, the Committee approved this payment to Velocity.

Review of Action Items

- Mr. Levy to finish revising the agreement and Ms. Pranata to send out to the members and attorney for review.

The meeting adjourned at 11:30 a.m. until March 19, 2014.

Kyle Levy - Assistant Manager

LICENSE AGREEMENT

This LICENSE AGREEMENT (“Agreement”) is made as of [REDACTED] (the “Effective Date”) by and between the Southern California Joint Pole Committee (SCJPC) with its principal place of business at 279 E. Arrow Highway, Ste. 104, San Dimas, CA and the Northern California Joint Pole Association with its principal place of business at [REDACTED] (“Licensee”). SCJPC and Licensee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, SCJPC has developed certain software at substantial cost and time, and is the owner of that software that allows for identification of pole ownership and facility attributes, access to records, sharing, and bill of sale information ~~licensing of utility poles to others~~; and

WHEREAS, SCJPC utilizes its software for the purpose of identification of pole ownership and facility attributes, access to records, ~~sharing~~, and bill of sale information ~~licensing of poles to others~~ on behalf of each of its member organizations in the geographic area of Southern California; and

WHEREAS, Licensee is in a similar business with respect to poles and facility attributes located geographically in Northern California; and

WHEREAS, Licensee desires to offer pole ~~ownership licensing~~/rental and related services that are enabled and made easier by SCJPC’s Software ~~and Hosted Services (defined below)~~, and SCJPC desires to enable Licensee to use and, access, ~~and integrate~~ its software pole services with the SCJPC hosted services ~~and access the SCJPC servers~~ in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual representations and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SCJPC and Licensee, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS.

The defined terms in this Agreement shall have the definitions set forth immediately below or set forth elsewhere herein. All references to “Section” shall refer to sections of this Agreement, unless otherwise specified herein.

“Confidential Information” has the meaning set forth in Section ~~IX~~.

“Custom Work” means graphical and user-interface changes to SCJPC’s Software, created in order to adapt the functional aspects, including the “look” and “feel” of the Software to the specific requirements of Licensee.

“Documentation” means the research documents, user manuals, reference manuals, installation guides and/or instructions, which SCJPC provides to Licensee hereunder, in conjunction with the Software, either in hard copy or electronic copy, and any and all Upgrade/Updates thereto.

~~“SCJPC Hosted Services” or~~ “Hosted Services” shall mean any independent hosted services retained by Licensee of SCJPC’s computer accessible locations, networks, servers, offered to Licensee as a service which runs from SCJPC’s datacenter, including, without limitation, databases, files, and data either used to operate the services or incorporated therein, the system

~~and processes, the Documentation and all corrections, Updates, Custom Work, modifications and enhancements.~~

“Modifications and Enhancements” means any change, modification, improvement made by the Licensee to the software, and shall be deemed to have been a “work for hire” on behalf of SCJPC, regardless of whether created by Licensee or an agent of Licensee, or a 3rd party retained by Licensee. All such modifications and enhancements shall be for the mutual benefit of Licensee and for SCJPC.

~~Notwithstanding any of the aforesaid, the Hosted Services may access 3rd party web services and/or content provided by 3rd parties. Such access may change from time to time based on the discretion of said 3rd parties or SCJPC.~~

- a. “SCJPC Software” means software developed by SCJPC, such as, by way of example, “~~FriendiPole~~”, and any other software in development, modifications, enhancements and customizations thereon.
- b. “Intellectual Property” shall include, without limitation, copyrights, trademarks, trade-secrets, trade-names, domain names, patents, know-how, formulation, data, technology, designs, inventions, improvements, discoveries, processes, models or sales, financial, contractual and marketing information and all other intellectual or industrial property and like rights whether or not registered and the applications thereof.
- c. “Licensee Content” shall mean any content Licensee makes available to its Users via the SCJPC software or Hosted Services.
- d. “Licensee System” means the system owned or licensed by Licensee underlying Licensee’s Internet services, and including, without limitation, any and all technology, know-how, trade secrets, inventions, standardized subroutines, computer programs, software tools, processes, coding, works of authorship, development tools and programming techniques which are incorporated therein (excluding SCJPC’s Software ~~and Hosted Services~~).
- e. “~~Up~~dates~~grades~~” mean any and all updates or revisions of the ~~Hosted Services and/or~~ Documentation that SCJPC makes available to its Licensee at no cost, from time to time.
- f. “User” means a legal entity or person that uses the Software, ~~the SCJPC network, and/or Hosted Services~~ for ~~online~~ transactions such as viewing, browsing, downloading, uploading, editing and otherwise engaging with the Software ~~or Hosted Services~~, whether on equipment belonging to SCJPC, Licensee, or hosted elsewhere.
- g. “User Submitted” shall mean any data entered or imported by Licensee or Licensee’s Users in connection with the software.
- h. “User Terms of Use” means the terms and conditions that Licensee requires Users to accept as a condition precedent to using the software ~~and SCJPC network~~, by way of assent to the terms and conditions contained in this written agreement.

II. SCOPE OF AGREEMENT.

SCJPC shall provide Licensee with a license to access and use ~~the Hosted Services,~~ the SCJPC Software ~~and the network~~ as set forth in this Agreement and the applicable Schedule(s). Upon request, SCJPC shall provide Licensee with a copy of the software in an editable format for Licensee to modify, enhance, improve, and otherwise prepare derivative works therefrom, consistent with other provisions of this Agreement.

- a. The Parties shall execute a specific Schedule (the "Schedule") that shall include: ~~(i) the description of the SCJPC Hosted Service provided to Licensee~~ (ii) the description of the SCJPC Software provided under such Schedule, ~~(iii) the type of access (if any) that is granted to the SCJPC network,~~ (iv) Payment terms, ~~(iiiiv)~~ Professional Services including the prices thereof; and ~~(vi)~~ any other relevant terms.

Unless separately agreed in writing, SCJPC shall not provide assistance of any kind to Licensee to modify or enhance the software to meet Licensee's technical requirements. All ~~S~~such modifications or enhancements shall be at the expense and the sole responsibility of Licensee.

- b. Unless any provisions hereof are specifically excluded or modified in a particular Schedule hereto, each such Schedule shall be deemed to incorporate therein all the terms and conditions of this Agreement and may contain such additional terms and conditions as the parties may mutually agree.

III. PERSONNEL.

Personnel. Each party will designate personnel to manage, coordinate and execute its obligations under this Agreement.

SCJPC software support shall consist solely of answering questions about SCJPC's use of the software, its user-experiences and shall only be available during normal working hours.

Service Providers. Licensee shall remain at all time liable and responsible for the actions and omissions of all subcontractors (other than SCJPC) that it may use in connection with the software, Hosted Services or this Agreement and agrees that such subcontractor(s) shall be subject to substantially similar obligations, including the confidentiality obligations, as set forth in this Agreement.

IV. OWNERSHIP AND LICENSE

License to the Software, ~~Hosted Services, and the SCJPC's network~~. Subject to the terms and conditions of this Agreement, SCJPC will grant to Licensee, for the term of this Agreement, a worldwide, non-exclusive, non-transferable, non-sublicensable (except to Licensee's Users as set forth herein) limited right and license to access and use the SCJPC software, ~~Hosted Services, and SCJPC network~~ solely (i) for the purpose of making the ~~Friendipole~~ software available to Licensee's users and (ii) for Licensee to modify and enhance the software for the mutual benefit of Licensee and SCJPC by preparing such derivative works thereof, subject to the terms of this Agreement.

Licensee shall make no other access or use of the SCJPC software, ~~Hosted Services and/or SCJPC network~~

except as expressly granted hereunder, without the prior written consent of SCJPC. All rights not expressly granted herein with respect to the SCJPC Software, ~~SCJPC Hosted Services, and the SCJPC network~~ are reserved to SCJPC.

Nothing contained herein shall limit SCJPC's right to license or otherwise distribute or make available the software, ~~SCJPC network or the SCJPC Hosted Services~~, in whole or in part, to any third party.

License to SCJPC Software. Licensee shall install, operate and use the Software, according to the terms of this Agreement. Licensee shall not use the Software for any other purposes and shall not reverse engineer the software, market the software, make the software available to others, to compete with SCJPC, SCJPC's users, members, or to the detriment of SCJPC whatsoever; and Licensee expressly agrees on its own behalf, its members, employees and users, to assure their fidelity to the limitations contained in this License.

Ownership. The Parties expressly understand and agree that: (I) ~~the SCJPC Hosted Services~~, the SCJPC Software(s), SCJPC's Confidential Information, and all Intellectual Property with respect to the foregoing, are and shall remain the sole and exclusive property of SCJPC; and the Licensee System, Licensee's Confidential Information, Licensee Content and all Intellectual Property with respect to the foregoing are and shall remain the sole and exclusive property of Licensee, except that all derivative works, enhancements and modifications by Licensee shall be owned by SCJPC and constitute a "work for hire" as part payment for the license granted hereunder. "Work for hire" shall have the same meaning as used in the Copyright Act. Any 3rd party with whom Licensee shall contract shall acknowledge, in writing, SCJPC's ownership rights to the product of any such work, prior to commencing work for Licensee.

Protection of Rights. Both Parties shall cooperate with each other in protecting their respective rights in the SCJPC Software(s), ~~the SCJPC Hosted Services, the SCJPC NETWORK~~, Licensee System, and Licensee content, including their Intellectual Property and Confidential Information. Without limiting the foregoing, each Party agrees to notify the other Party promptly in the event that such Party becomes aware of any infringement of such rights. Each Party shall exclusively have the right, in its sole discretion, to prosecute lawsuits against any party for infringement of its rights and the other Party shall fully cooperate with it, at such Party (whose rights have been infringed upon) expense, in the prosecution of any such suit, demand or claim.

Privacy and Infringing Content. The Hosted Services permit the submission of data, including personal identifying information in the form of text, submitted by users (known collectively as "User Submitted Data"). SCJPC does not endorse any User Submitted Data or any opinion, recommendation, or advice expressed therein, and SCJPC expressly disclaims any and all liability in connection with User Submitted Data, or its accuracy. Licensee shall defend, indemnify and hold SCJPC harmless for any breach of privacy, copyright violation, or other violation of law in connection with User Submitted Data.

~~Setup Completion. Upon completion of the service setup by SCJPC, Licensee shall have up to seven (7) business days to test the software and any Hosted Service for conformity with their specifications (in this section the "Testing Period"). Unless Licensee notifies SCJPC in writing, within the Testing Period, that it rejects the Hosted Service or any portion thereof due to its failure to comply with their specifications, the Service shall be deemed to be accepted. If Licensee notifies SCJPC, within the Testing Period, that it rejects the Hosted Service due to failure to comply with its specifications, SCJPC shall correct such failure within thirty 30 business days, following which the Hosted Service shall be setup again and the Testing Period shall commence again. The parties shall repeat this procedure until the Hosted Service is accepted.~~

~~Notwithstanding the above, Licensee shall be deemed to have accepted the Hosted Services, if it enrolls Users to the Hosted Services during the Testing Period for any reason other than testing the Hosted Services.~~

V. SOFTWARE MODIFICATION AND ENHANCEMENT BY SCJPC

Upon a written request from Licensee requesting SCJPC to perform Custom Work, SCJPC shall submit to Licensee a work order (the "Work Order"). The Work Order shall be binding upon both parties only upon execution thereof by both Licensee and by SCJPC and payment to SCJPC of the agreed upon fee for the service requested.

VI. FEES, PAYMENTS, AND RENEWAL

The Agreement shall only take effect upon SCJPC receiving from Licensee, the sum of \$36,000.00 for an initial 36 month term, from the date hereof. This Agreement may be renewed on an additional 36 month period upon payment to SCJPC of the agreed-upon license fee, 90 days prior to the expiration of this Agreement.

- One-time fee of \$36,000
- No renewal schedule
- Terms are in effect until terminated per Section 10 or amended per Section 11

VII. TRADEMARKS.

License of Marks. During the term of this Agreement, each Party hereby grants to the other Party subject to the terms and conditions of this Agreement, a limited, royalty-free, non-exclusive, non-transferable, non sublicensable, worldwide right and license to use and display, solely to the extent necessary for the other Party to perform its obligations hereunder, such Party's trade names, trademarks, service marks and associated logos

Licensee may not brand the software ~~or any Hosted Services~~ but shall at all times label the software to indicate it ~~and any Hosted Services~~ belongs to SCJPC or ~~are is~~ "powered by SCJPC".

VIII. REPRESENTATIONS AND WARRANTIES

Mutual Representations and Warranties. Each Party represents and warrants to the other Party for the duration of the term hereof that:

Authority to Conduct Business. It has all powers and authority necessary to own, operate and lease its assets and properties and to carry on its business as now being conducted.

Corporate Authority. It has sufficient powers and authority to enter into this Agreement and to perform its obligations hereunder and grant the rights granted to the other party hereunder

No Violation. The execution and delivery of this Agreement and the performance and consummation of the transactions contemplated hereby will not violate or result in a breach by such party of its articles of incorporation or bylaws, any other agreement or understanding to which it is a party, or any lien, resolution, legal or administrative order or statutory provisions to which it is subject

NO WARRANTY TO LICENSEE'S USERS, AND THIRD PARTIES. NOTHING IN THIS AGREEMENT IS INTENDED TO CONSTITUTE OR CREATE ANY REPRESENTATION OR WARRANTY BY SCJPC TO LICENSEE'S USERS, OR ANY OTHER THIRD PARTY, DIRECTLY OR AS A THIRD PARTY

BENEFICIARY, WITH RESPECT TO ANY OF THE SCJPC PRODUCT(S), HOSTED SERVICES, OR OTHERWISE.

Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, SCJPC MAKES NO, AND HEREBY SPECIFICALLY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PERSONAL DATA, HOSTED SERVICES, THE SCJPC PRODUCTS AND OTHER SERVICES CONTEMPLATED BY THIS AGREEMENT OR OTHERWISE ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND SCJPC SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

EXCEPT TO CONFIRM THAT THE SOFTWARE PERFORMS PURSUANT TO SCJPC'S PRESENT NEEDS, SCJPC DENIES THAT THE SOFTWARE WILL PERFORM FOR ANY PURPOSE REQUIRED BY LICENSEE; SCJPC MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SOFTWARE WILL RUN, OPERATE OR PERFORM IN CONFORMITY WITH ANY EXPECTATION OF LICENSEE, WHETHER OR NOT SUCH EXPECTATION IS EXPRESS OR IMPLIED.

LICENSEE HAS HAD SUFFICIENT TIME TO REVIEW THE SOFTWARE AND CONFIRM FOR ITSELF WHETHER OR NOT TO PROCEED WITH THIS AGREEMENT AND THE USE OF THE SOFTWARE.

IX. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION LOST REVENUES OR LOST PROFITS, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT (INCLUDING, WITHOUT LIMITATION, THE BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT), TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN WARNED IN ADVANCE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY'S MAXIMUM LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY LICENSEE TO SCJPC PURSUANT TO THIS AGREEMENT.

SCJPC DISCLAIMS ANY LIABILITY FOR LICENSEE'S DATA LOSS, CORRUPTION OF DATA, DOWN-TIME, LOSS OF USE, IN CONNECTION WITH THE SOFTWARE, ~~SCJPC NETWORK OR HOSTED SERVICES~~.

Notwithstanding anything herein to the contrary, Licensee agrees to indemnify and hold SCJPC, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to Licensee Content, and User Submitted Data, including but not limited to any claims regarding privacy violations, inaccurate, offensive, indecent, objectionable or infringing Licensee content and User Submitted Data.

Confidential Information. Each Party acknowledges and agrees that, in the course of this Agreement and the Parties' relationship, it may be given access to or otherwise obtain information of the other Party ("Confidential Information"). Each Party hereby agrees to (i) use the Confidential Information of the disclosing Party solely for the purpose of performing its obligations under this Agreement; (ii) hold the other

Party's Confidential Information in strict confidence, and; (iii) not disclose such Confidential Information, or any part thereof, to any third party, except those of its officers, employees or professional advisors with a strict "need to know" in order for the receiving Party to perform its obligations hereunder; provided that such officers, employees or professional advisors shall, prior to any disclosure, have agreed by signed writing or otherwise be bound to confidentiality obligations no less strict than those described herein.

Exclusions. Confidential Information shall not include (I) any information already rightfully in the public domain at the time of its disclosure, or subsequently released into the public domain by the disclosing Party; (ii) any information already rightfully in the possession of the receiving Party at the time of its disclosure by the disclosing Party without an obligation to maintain its confidentiality of the; (iii) any information that is independently developed by the receiving Party without use of or reference to any Confidential Information of the disclosing Party, in either case such fact being proven through documentary evidence; (iv) information obtained by the receiving Party from a third party not in breach of any confidentiality obligations to the disclosing Party; or (v) information required to be disclosed by law, a court order or competent government authority, provided that in such case the receiving Party shall promptly inform the disclosing Party of such requirement of disclosure prior to the disclosure ~~such that the disclosing Party has an opportunity to object to the production or disclosure through seeking a protective order.~~
Verify with attorney whether the above change is okay.

Each Party (as the receiving party) acknowledges that the disclosing Party considers its Confidential Information to contain trade secrets of the disclosing Party and that any unauthorized use or disclosure of such information would cause the disclosing Party irreparable harm for which its remedies at law would be inadequate. Accordingly, each Party (as receiving party) acknowledges and agrees that the disclosing Party will be entitled, in addition to any other remedies available to it at law or in equity, to seek the issuance of injunctive relief, without bond, enjoining any breach or threatened breach of the receiving Party's obligations hereunder with respect to the Confidential Information of the disclosing Party, in addition to such further injunctive relief as any court of competent jurisdiction may deem just and proper.

X. TERMINATION

This Agreement shall be effective as of the date first written above and shall remain in force until termination-
~~for 36 months, unless extended as set forth elsewhere in this Agreement.~~

Termination. This Agreement may be terminated as follows:

Can be terminated with or without cause.

By either Party, upon thirty (30) days' prior written notice to the other Party (specifying in reasonable detail the nature of the material breach), if such other Party materially breaches this Agreement and fails to cure such breach within such thirty (30) day period.

By either Party immediately upon written notice to the other Party if: (I) a receiver is appointed for such other Party or its property, (ii) such other Party makes an assignment for the benefit of its creditors, (iii) any proceedings are commenced by, for, or against such other Party under any bankruptcy, insolvency or debtor's relief law for the purpose of seeking a reorganization of such other Party's debts, and such proceeding affects the quality of services such Party provides under this Agreement, or (iv) such other Party is liquidated or dissolved.

Effect of Termination. Immediately upon any termination of this Agreement or its applicable Schedules:

(I) Licensee shall pay to Licensor any and all amounts then due and outstanding under this Agreement;

(ii) all rights and licenses granted hereunder, and all obligations and covenants imposed hereunder, shall immediately cease, except as otherwise expressly provided herein; (iii) Licensee shall terminate all Users with access to the software or Hosted Services then in effect; and (iv) each Party shall: (a) stop using all Confidential Information, Marks and/or any other proprietary materials of the other Party then under its possession or control (including, without limitation, the SCJPC Software(s) and systems, as applicable); (b) erase or destroy all such Confidential Information, Marks and/or any other proprietary materials residing in any computer memory or data storage apparatus; and (c) at the option of such other Party, either destroy or return to such other Party all such Confidential Information, Marks and/or any other proprietary materials in tangible form and all copies thereof. Any such destruction referenced in (b) or (c) above shall be certified in writing to the disclosing Party by an authorized officer of the receiving Party supervising such destruction.

XI. GENERAL TERMS

Relationship of the Parties. Each Party to this Agreement shall be deemed to be an independent contractor of the other Party. Nothing contained herein or in any other writing shall imply any partnership, joint venture, agency or master/servant relationship between the Parties and neither Party shall have the power to obligate or bind the other in any manner whatsoever.

Force Majeure. Except as otherwise expressly provided in this Agreement, neither Party shall be liable for any breach of this Agreement, other than any default in payment obligations, for any delay or failure of performance resulting from any cause beyond such Party's reasonable control.

Amendment. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by duly authorized signatories of SCJPC and Licensee.

Assignment. Neither Party may assign, subcontract, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other Party's prior written approval, whether by contract, operation of law or otherwise. Any attempt to do so without such approval shall be void. Subject to the foregoing sentence, this Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns. Notwithstanding the foregoing, neither Party need obtain the consent of the other Party prior to assigning this Agreement (a) to an affiliate of the assigning Party, or (b) to any third party acquiring all or substantially all of the assets relating to this Agreement or a controlling interest in the voting stock or voting interest of the assigning Party or any controlling affiliate of the assigning Party.

Notice. All notices, requests, demands, payments invoices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given on receipt if delivered personally, upon receipt of a facsimile confirmation if faxed, two days after being sent by a nationally recognized overnight carrier, or three days after being mailed by certified mail, postage prepaid, return receipt requested, or twenty four (24) hours following the submission of an email message. Notices shall be sent to the following addresses, or to such other address, to the attention of such person, as a Party shall advise to other Party in writing in accordance with this Section:

SCJPC

By: _____

Address: _____

email: _____

Licensee: _____

By: _____

Address: _____

email: _____

Severability. If the application of any provision or provisions of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable by any court of competent jurisdiction, then (I) the validity and enforceability of such provision or provisions as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby, and (ii) such provision or provisions shall be reformed without further action by the Parties hereto to and only to the extent necessary to make such provision or provisions valid and enforceable when applied to such particular facts and circumstances.

Governing Law. The validity, interpretation, enforceability, and performance of this Agreement shall be exclusively governed by and construed in accordance with the laws of the United States and the State of California. The parties hereby agree to submit to the exclusive jurisdiction of the courts of California of any disputes arising hereunder.

Third Parties. Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any individual or entity other than the Parties hereto and their successors and permitted assigns any rights or remedies under or by reason of this Agreement

Titles and Headings. The titles and headings of the Sections and other subdivisions of this Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions of this Agreement.

Entire Agreement; Amendments. This Agreement, including any Exhibits or Schedules attached hereto: (I) constitutes the binding agreement between the Parties, (ii) represents the entire agreement between the Parties and supersedes all prior agreements, conversations, negotiations, understandings, term sheets, letters of intent, and confidentiality agreements relating to the subject matter contained herein, and (iii) may not be modified or amended except in writing signed by the Parties.

Each of the undersigned represents and warrants that he or she is duly authorized to sign this Agreement on behalf of the Party he or she represents. Each Party has read, understands and agrees to the terms and conditions of this Agreement.

Agreed and Accepted:

SCJPC

By: _____

Name: _____

Title: _____

Date: _____

Licensee: _____

By: _____

Name: _____

Title: _____

Date: _____

Velocity Network Solutions, Inc.
 6400 Laurel Canyon Blvd.
 Suite 230
 North Hollywood, CA 91606
 818-780-3600



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

Date	Invoice
01/31/2014	8107
Account	socaljoint

Terms	Due Date	PO Number	Reference
Due Upon Receipt	01/31/2014		

Services	Work Type	Hours	Rate	Amount
Billable Time & Materials Services				
System Engineer	Project - On-site	3.00	135.00	405.00
System Engineer	On-Site Support	4.00	135.00	540.00
System Engineer	Project - Remote	5.00	135.00	675.00
System Engineer	Remote Support	9.25	135.00	1,248.75
Total Services:				2,868.75

Expenses	Price
Billable Expenses	
Supplies/Parts	12.94
Total Expenses:	12.94

Make checks payable to Velocity Network Solutions, Inc.	Invoice Subtotal:	2,881.69
	Sales Tax:	0.00
	Invoice Total:	2,881.69

Thank you for your business!

Want to save MONEY on your next bill?

When you refer or introduce a business to us that becomes a client, we will automatically credit your account for an amount up to a month's worth of service.

Southern California Joint Pole Committee

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

March 19th, 2014

A regular meeting of the **Operating Committee** took place on the above date, at 10:00 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. Steve Brown	City of Los Angeles
Mr. Jeff Williams	City of Los Angeles
Mr. Josh Mathisen	AT&T California
Mr. William Kearns	Verizon Ca, MCI/Comm/Metro
Mr. Larry Vail	Verizon Ca, MCI/Comm/Metro
Ms. Paula Haney	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Lupe Hernandez	Teleport Communications America, LLC
Ms. Alicia Smith	Sprint/Nextel/Sprint Communications
Ms. Maria Ortiz	XO Communications
Ms. Yvonne Johnson	AT&T Mobility
Mr. Rory Gandy	AT&T Mobility
Mr. Paul Smolarski	T-Mobile USA
Mr. Emir Erba	Time Warner Cable
Mr. Frank Hernandez	Time Warner Cable
Mr. Dana Fabing	City of Lompoc
Mr. Daniel Lippert	City of Burbank
Mr. Doug Schmaderer	City of Pasadena
Ms. Angela Pranata	Committee Staff
Mr. Kyle Levy	Committee Staff

Those attending via teleconference were:

Mr. Joe Serrato	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Mr. Randall Starkey	Time Warner Cable
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 February 2014 meeting minutes, and there were no questions, concerns or revisions.

The second agenda item is the review of the **February 2014 expense sheet**. The members reviewed the February 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 **February 2014 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. Ms. Pranata reported that City of Anaheim will be assessed a penalty fee due to their low Board attendance. 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 staff was informed of the note that will be added to Section 7.3 JPA's which clarifies the member who is benefiting from the pole replacement, and that a JPA alert has been created on the website for this issue.

The seventh issue for discussion is **Item 1580: Sharing Friend with NCJPA**. The Committee reviewed the email Ms. Pranata received from the attorney along with the license agreement which he revised according to the changes made at the previous meeting. The attorney had an issue with the phrase "can be terminated with or without cause" as his email stated that it contradicts the language which follows under the Termination section, and that the NCJPA should receive some type of refund if the agreement were to be terminated without cause. Mr. Williams stated that the phrase was added to avoid the possibility of being liable for maintaining this agreement with the NCJPA indefinitely. The members discussed this and came to the conclusion that the attorney was confused about the terms of the agreement, as he was under the impression that it was for a 36 month term, while the Committee intended for it be revised, per their notes, to that of an evergreen agreement with no sunset clause in place. The members made revisions to the Payment and Termination sections in order that they both reflect these agreed upon terms. The Committee concluded that Ms. Pranta will send the revised Agreement to Jonathan Vaughn at the NCJPA for their attorney to review.

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

279 E. Arrow Building, SNDA Letter

Ms. Pranata reported that this item is still pending.

CPCN/WIN Validation

Ms. Haney reported that she has been exploring this issue online and while she found a helpful website and has an understanding of the process, she needs to

contact the CPUC directly in order to find the recorded information. Ms. Haney concluded that she will continue researching this issue and report back to the next Operating Committee.

Request to Unpublish Pole Prices

Ms. Pranta reported it brought up during the Authorized Cost Committee, that a member had requested that their pole prices be unpublished due to the fact that they were taking a loss on each pole. Ms. Hernandez stated that in order to do so, the By-Laws would need to be changed, as it states that the pole prices are voted on annually. The Committee agreed that once a member has published their pole prices for the year, they would not be able to rescind them. Mr. Chow noted that the member has the option of billing their JPA's under section 1.2 and using the weighted average price, assuming they receive approval from the other members involved. Ms. Pranta concluded that she will communicate this information to the member in question.

SCJPC Website Pole/JPA Search – Analyzing Error Message

Ms. Pranta reported that she posted a job opening on oDesk.com in order to hire a programmer to help with issues related to the database server, with the possibility of replacing Diamond Bar Web permanently. She explained that Diamond Bar Web has moved to a new location, and is unable to open a port to connect to the server anymore. Ms. Pranta asked for approval from the members to allow the Committee to be billed automatically, on a weekly basis, through the oDesk website. She explained that he would turn in a weekly timesheet and the Committee credit card would be billed automatically every Monday, and that he requires a minimum of 20 hours per week, due to the need to learn and adjust to the system and database. The members discussed this and agreed to hire him, with the condition that he is given 20 hours maximum for the first week, not to exceed 60 hours in total, so that Ms. Pranta is able to effectively gauge his work and determine if he is a good candidate to hire permanently.

Review of Action Items

- Ms. Pranta to send out revised agreement to Jonathan Vaughn at the NCJPA for their attorney to review.
- Ms. Pranta to contact oDesk programmer to work on the database.
- Ms. Pranta to notify GSW about using Section 1.2 to price their poles.

The meeting adjourned at 11:00 a.m. until April 16, 2014.

Kyle Levy - Assistant Manager

Angela Pranata

From: Roger Adams [rogeradamslaw@gmail.com]
Sent: Tuesday, March 04, 2014 3:06 PM
To: Angela Pranata
Subject: Software License Agreement

Angela,

In follow-up to our telephone conversation, I do not have any problem with the changes to the agreement, except for the phrase inserted on page 8, under Paragraph X, Termination: "can be terminated with or without cause." This is contradictory to the language which follows. Since they are going to pay cash up front for the 36 months, I would think that the agreement would have to be cancellable only with cause, unless you provide for some type of refund. Otherwise, I think the agreement is OK.

Roger Adams

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made as of [REDACTED] (the "Effective Date") by and between the Southern California Joint Pole Committee (SCJPC) with its principal place of business at 279 E. Arrow Highway, Ste. 104, San Dimas, CA and the Northern California Joint Pole Association with its principal place of business at [REDACTED] ("Licensee"). SCJPC and Licensee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, SCJPC has developed certain software at substantial cost and time, and is the owner of that software that allows for identification of pole ownership and facility attributes, access to records, sharing, and bill of sale information ~~licensing of utility poles to others~~; and

WHEREAS, SCJPC utilizes its software for the purpose of identification of pole ownership and facility attributes, access to records, sharing, and bill of sale information ~~licensing of poles to others~~ on behalf of each of its member organizations in the geographic area of Southern California; and

WHEREAS, Licensee is in a similar business with respect to poles and facility attributes located geographically in Northern California; and

WHEREAS, Licensee desires to offer pole ownership licensing ~~rental and related services that are enabled and made easier by SCJPC's Software and Hosted Services (defined below)~~, and SCJPC desires to enable Licensee to use and access and integrate its software pole services with the SCJPC hosted services ~~and access the SCJPC servers~~ in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual representations and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SCJPC and Licensee, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS.

The defined terms in this Agreement shall have the definitions set forth immediately below or set forth elsewhere herein. All references to "Section" shall refer to sections of this Agreement, unless otherwise specified herein.

"Confidential Information" has the meaning set forth in Section IX.

"Custom Work" means graphical and user-interface changes to SCJPC's Software, created in order to adapt the functional aspects, including the "look" and "feel" of the Software to the specific requirements of Licensee.

"Documentation" means the research documents, user manuals, reference manuals, installation guides and/or instructions, which SCJPC provides to Licensee hereunder, in conjunction with the Software, either in hard copy or electronic copy, and any and all Upgrade/Updates thereto.

~~"SCJPC Hosted Services" or~~ "Hosted Services" shall mean any independent hosted services retained by Licensee of SCJPC's computer accessible locations, networks, servers, offered to Licensee as a service which runs from SCJPC's datacenter, including, without limitation, databases, files, and data either used to operate the services or incorporated therein, the system

~~and processes, the Documentation and all corrections, Updates, Custom Work, modifications and enhancements.~~

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“Modifications and Enhancements” means any change, modification, improvement made by the Licensee to the software, and shall be deemed to have been a “work for hire” on behalf of SCJPC, regardless of whether created by Licensee or an agent of Licensee, or a 3rd party retained by Licensee. All such modifications and enhancements shall be for the mutual benefit of Licensee and for SCJPC.

~~Notwithstanding any of the aforesaid, the Hosted Services may access 3rd party web services and/or content provided by 3rd parties. Such access may change from time to time based on the discretion of said 3rd parties or SCJPC.~~

- a. “SCJPC Software” means software developed by SCJPC, such as, by way of example, “~~FriendiPole~~”, and any other software in development, modifications, enhancements and customizations thereon.
- b. “Intellectual Property” shall include, without limitation, copyrights, trademarks, trade-secrets, trade-names, domain names, patents, know-how, formulation, data, technology, designs, inventions, improvements, discoveries, processes, models or sales, financial, contractual and marketing information and all other intellectual or industrial property and like rights whether or not registered and the applications thereof.
- c. “Licensee Content” shall mean any content Licensee makes available to its Users via the SCJPC software or Hosted Services.
- d. “Licensee System” means the system owned or licensed by Licensee underlying Licensee’s Internet services, and including, without limitation, any and all technology, know-how, trade secrets, inventions, standardized subroutines, computer programs, software tools, processes, coding, works of authorship, development tools and programming techniques which are incorporated therein (excluding SCJPC’s Software ~~and Hosted Services~~).
- e. “~~Updat~~~~es~~~~grades~~” mean any and all updates or revisions of the ~~Hosted Services~~ ~~and/or~~ Documentation that SCJPC makes available to its Licensee at no cost, from time to time.
- f. “User” means a legal entity or person that uses the Software, ~~the SCJPC network, and/or Hosted Services~~ for online transactions such as viewing, browsing, downloading, uploading, editing and otherwise engaging with the Software ~~or Hosted Services~~, whether on equipment belonging to SCJPC, Licensee, or hosted elsewhere.
- g. “User Submitted” shall mean any data entered or imported by Licensee or Licensee’s Users in connection with the software.
- h. “User Terms of Use” means the terms and conditions that Licensee requires Users to accept as a condition precedent to using the software ~~and SCJPC network~~, by way of assent to the terms and conditions contained in this written agreement.

II. SCOPE OF AGREEMENT.

SCJPC shall provide Licensee with a license to access and use ~~the Hosted Services, the SCJPC Software and the network~~ as set forth in this Agreement and the applicable Schedule(s). Upon request, SCJPC shall provide Licensee with a copy of the software in an editable format for Licensee to modify, enhance, improve, and otherwise prepare derivative works therefrom, consistent with other provisions of this Agreement.

- a. The Parties shall execute a specific Schedule (the "Schedule") that shall include: ~~(i) the description of the SCJPC Hosted Service provided to Licensee~~ (ii) the description of the SCJPC Software provided under such Schedule, ~~(iii) the type of access (if any) that is granted to the SCJPC network,~~ (iv) Payment terms, ~~(iii)~~ Professional Services including the prices thereof; and ~~(iv)~~ any other relevant terms.

Unless separately agreed in writing, SCJPC shall not provide assistance of any kind to Licensee to modify or enhance the software to meet Licensee's technical requirements. All ~~Such~~ modifications or enhancements shall be at the expense and the sole responsibility of Licensee.

- b. Unless any provisions hereof are specifically excluded or modified in a particular Schedule hereto, each such Schedule shall be deemed to incorporate therein all the terms and conditions of this Agreement and may contain such additional terms and conditions as the parties may mutually agree.

III. PERSONNEL.

Personnel. Each party will designate personnel to manage, coordinate and execute its obligations under this Agreement.

SCJPC software support shall consist solely of answering questions about SCJPC's use of the software, its user-experiences and shall only be available during normal working hours.

Service Providers. Licensee shall remain at all time liable and responsible for the actions and omissions of all subcontractors (other than SCJPC) that it may use in connection with the software, Hosted Services or this Agreement and agrees that such subcontractor(s) shall be subject to substantially similar obligations, including the confidentiality obligations, as set forth in this Agreement.

IV. OWNERSHIP AND LICENSE

License to the Software, ~~Hosted Services, and the SCJPC's network~~. Subject to the terms and conditions of this Agreement, SCJPC will grant to Licensee, for the term of this Agreement, a worldwide, non-exclusive, non-transferable, non-sublicensable (except to Licensee's Users as set forth herein) limited right and license to access and use the SCJPC software, ~~Hosted Services, and SCJPC network~~ solely (I) for the purpose of making the ~~Friendipole~~ software available to Licensee's users and (ii) for Licensee to modify and enhance the software for the mutual benefit of Licensee and SCJPC by preparing such derivative works thereof, subject to the terms of this Agreement.

Licensee shall make no other access or use of the SCJPC software, ~~Hosted Services and/or SCJPC network~~

except as expressly granted hereunder, without the prior written consent of SCJPC. All rights not expressly granted herein with respect to the SCJPC Software, ~~SCJPC Hosted Services, and the SCJPC network~~ are reserved to SCJPC.

Nothing contained herein shall limit SCJPC's right to license or otherwise distribute or make available the software, ~~SCJPC network or the SCJPC Hosted Services~~, in whole or in part, to any third party.

License to SCJPC Software. Licensee shall install, operate and use the Software, according to the terms of this Agreement. Licensee shall not use the Software for any other purposes and shall not reverse engineer the software, market the software, make the software available to others, to compete with SCJPC, SCJPC's users, members, or to the detriment of SCJPC whatsoever; and Licensee expressly agrees on its own behalf, its members, employees and users, to assure their fidelity to the limitations contained in this License.

Ownership. The Parties expressly understand and agree that: (I) ~~the SCJPC Hosted Services~~, the SCJPC Software(s), SCJPC's Confidential Information, and all Intellectual Property with respect to the foregoing, are and shall remain the sole and exclusive property of SCJPC; and the Licensee System, Licensee's Confidential Information, Licensee Content and all Intellectual Property with respect to the foregoing are and shall remain the sole and exclusive property of Licensee, except that all derivative works, enhancements and modifications by Licensee shall be owned by SCJPC and constitute a "work for hire" as part payment for the license granted hereunder. "Work for hire" shall have the same meaning as used in the Copyright Act. Any 3rd party with whom Licensee shall contract shall acknowledge, in writing, SCJPC's ownership rights to the product of any such work, prior to commencing work for Licensee.

Protection of Rights. Both Parties shall cooperate with each other in protecting their respective rights in the SCJPC Software(s), ~~the SCJPC Hosted Services, the SCJPC NETWORK~~, Licensee System, and Licensee content, including their Intellectual Property and Confidential Information. Without limiting the foregoing, each Party agrees to notify the other Party promptly in the event that such Party becomes aware of any infringement of such rights. Each Party shall exclusively have the right, in its sole discretion, to prosecute lawsuits against any party for infringement of its rights and the other Party shall fully cooperate with it, at such Party (whose rights have been infringed upon) expense, in the prosecution of any such suit, demand or claim.

Privacy and Infringing Content. The Hosted Services permit the submission of data, including personal identifying information in the form of text, submitted by users (known collectively as "User Submitted Data"). SCJPC does not endorse any User Submitted Data or any opinion, recommendation, or advice expressed therein, and SCJPC expressly disclaims any and all liability in connection with User Submitted Data, or its accuracy. Licensee shall defend, indemnify and hold SCJPC harmless for any breach of privacy, copyright violation, or other violation of law in connection with User Submitted Data.

~~Setup Completion. Upon completion of the service setup by SCJPC, Licensee shall have up to seven (7) business days to test the software and any Hosted Service for conformity with their specifications (in this section the "Testing Period"). Unless Licensee notifies SCJPC in writing, within the Testing Period, that it rejects the Hosted Service or any portion thereof due to its failure to comply with their specifications, the Service shall be deemed to be accepted. If Licensee notifies SCJPC, within the Testing Period, that it rejects the Hosted Service due to failure to comply with its specifications, SCJPC shall correct such failure within thirty 30 business days, following which the Hosted Service shall be setup again and the Testing Period shall commence again. The parties shall repeat this procedure until the Hosted Service is accepted.~~

~~Notwithstanding the above, Licensee shall be deemed to have accepted the Hosted Services, if it enrolls Users to the Hosted Services during the Testing Period for any reason other than testing the Hosted Services.~~

V. SOFTWARE MODIFICATION AND ENHANCEMENT BY SCJPC

Upon a written request from Licensee requesting SCJPC to perform Custom Work, SCJPC shall submit to Licensee a work order (the "Work Order"). The Work Order shall be binding upon both parties only upon execution thereof by both Licensee and by SCJPC and payment to SCJPC of the agreed upon fee for the service requested.

VI. FEES, PAYMENTS, AND RENEWAL

The Agreement shall only take effect upon SCJPC receiving from Licensee, the sum of \$36,000.00 for an initial 36 month term, from the date hereof. This Agreement may be renewed on an additional 36 month period upon payment to SCJPC of the agreed-upon license fee, 90 days prior to the expiration of this Agreement.

- One-time fee of \$36,000
- No renewal schedule
- Terms are in effect until terminated per Section 10 or amended per Section 11

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VII. TRADEMARKS.

License of Marks. During the term of this Agreement, each Party hereby grants to the other Party subject to the terms and conditions of this Agreement, a limited, royalty-free, non-exclusive, non-transferable, non sublicensable, worldwide right and license to use and display, solely to the extent necessary for the other Party to perform its obligations hereunder, such Party's trade names, trademarks, service marks and associated logos

Licensee may not brand the software ~~on any Hosted Services~~ but shall at all times label the software to indicate it ~~and any Hosted Services~~ belongs to SCJPC or ~~are is~~ "powered by SCJPC".

VIII. REPRESENTATIONS AND WARRANTIES

Mutual Representations and Warranties. Each Party represents and warrants to the other Party for the duration of the term hereof that:

Authority to Conduct Business. It has all powers and authority necessary to own, operate and lease its assets and properties and to carry on its business as now being conducted.

Corporate Authority. It has sufficient powers and authority to enter into this Agreement and to perform its obligations hereunder and grant the rights granted to the other party hereunder

No Violation. The execution and delivery of this Agreement and the performance and consummation of the transactions contemplated hereby will not violate or result in a breach by such party of its articles of incorporation or bylaws, any other agreement or understanding to which it is a party, or any lien, resolution, legal or administrative order or statutory provisions to which it is subject

NO WARRANTY TO LICENSEE'S USERS, AND THIRD PARTIES. NOTHING IN THIS AGREEMENT IS INTENDED TO CONSTITUTE OR CREATE ANY REPRESENTATION OR WARRANTY BY SCJPC TO LICENSEE'S USERS, OR ANY OTHER THIRD PARTY, DIRECTLY OR AS A THIRD PARTY

BENEFICIARY, WITH RESPECT TO ANY OF THE SCJPC PRODUCT(S), HOSTED SERVICES, OR OTHERWISE.

Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, SCJPC MAKES NO, AND HEREBY SPECIFICALLY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PERSONAL DATA, HOSTED SERVICES, THE SCJPC PRODUCTS AND OTHER SERVICES CONTEMPLATED BY THIS AGREEMENT OR OTHERWISE ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND SCJPC SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

EXCEPT TO CONFIRM THAT THE SOFTWARE PERFORMS PURSUANT TO SCJPC'S PRESENT NEEDS, SCJPC DENIES THAT THE SOFTWARE WILL PERFORM FOR ANY PURPOSE REQUIRED BY LICENSEE; SCJPC MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SOFTWARE WILL RUN, OPERATE OR PERFORM IN CONFORMITY WITH ANY EXPECTATION OF LICENSEE, WHETHER OR NOT SUCH EXPECTATION IS EXPRESS OR IMPLIED.

LICENSEE HAS HAD SUFFICIENT TIME TO REVIEW THE SOFTWARE AND CONFIRM FOR ITSELF WHETHER OR NOT TO PROCEED WITH THIS AGREEMENT AND THE USE OF THE SOFTWARE.

IX. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION LOST REVENUES OR LOST PROFITS, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT (INCLUDING, WITHOUT LIMITATION, THE BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT), TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN WARNED IN ADVANCE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY'S MAXIMUM LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY LICENSEE TO SCJPC PURSUANT TO THIS AGREEMENT.

SCJPC DISCLAIMS ANY LIABILITY FOR LICENSEE'S DATA LOSS, CORRUPTION OF DATA, DOWN-TIME, LOSS OF USE, IN CONNECTION WITH THE SOFTWARE, ~~SCJPC NETWORK OR HOSTED SERVICES~~.

Notwithstanding anything herein to the contrary, Licensee agrees to indemnify and hold SCJPC, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to Licensee Content, and User Submitted Data, including but not limited to any claims regarding privacy violations, inaccurate, offensive, indecent, objectionable or infringing Licensee content and User Submitted Data.

Confidential Information. Each Party acknowledges and agrees that, in the course of this Agreement and the Parties' relationship, it may be given access to or otherwise obtain information of the other Party ("Confidential Information"). Each Party hereby agrees to (I) use the Confidential Information of the disclosing Party solely for the purpose of performing its obligations under this Agreement; (ii) hold the other

Party's Confidential Information in strict confidence, and; (iii) not disclose such Confidential Information, or any part thereof, to any third party, except those of its officers, employees or professional advisors with a strict "need to know" in order for the receiving Party to perform its obligations hereunder; provided that such officers, employees or professional advisors shall, prior to any disclosure, have agreed by signed writing or otherwise be bound to confidentiality obligations no less strict than those described herein.

Exclusions. Confidential Information shall not include (I) any information already rightfully in the public domain at the time of its disclosure, or subsequently released into the public domain by the disclosing Party; (ii) any information already rightfully in the possession of the receiving Party at the time of its disclosure by the disclosing Party without an obligation to maintain its confidentiality of the; (iii) any information that is independently developed by the receiving Party without use of or reference to any Confidential Information of the disclosing Party, in either case such fact being proven through documentary evidence; (iv) information obtained by the receiving Party from a third party not in breach of any confidentiality obligations to the disclosing Party; or (v) information required to be disclosed by law, a court order or competent government authority, provided that in such case the receiving Party shall promptly inform the disclosing Party of such requirement of disclosure prior to the disclosure ~~such that the disclosing Party has an opportunity to object to the production or disclosure through seeking a protective order.~~
Verify with attorney whether the above change is okay.

Each Party (as the receiving party) acknowledges that the disclosing Party considers its Confidential Information to contain trade secrets of the disclosing Party and that any unauthorized use or disclosure of such information would cause the disclosing Party irreparable harm for which its remedies at law would be inadequate. Accordingly, each Party (as receiving party) acknowledges and agrees that the disclosing Party will be entitled, in addition to any other remedies available to it at law or in equity, to seek the issuance of injunctive relief, without bond, enjoining any breach or threatened breach of the receiving Party's obligations hereunder with respect to the Confidential Information of the disclosing Party, in addition to such further injunctive relief as any court of competent jurisdiction may deem just and proper.

X. TERMINATION

This Agreement shall be effective as of the date first written above and shall remain in force until termination-
~~for 36 months, unless extended as set forth elsewhere in this Agreement.~~

Termination. This Agreement may be terminated as follows:

Can be terminated with or without cause.

By either Party, upon thirty (30) days' prior written notice to the other Party (specifying in reasonable detail the nature of the material breach), if such other Party materially breaches this Agreement and fails to cure such breach within such thirty (30) day period.

By either Party immediately upon written notice to the other Party if: (I) a receiver is appointed for such other Party or its property, (ii) such other Party makes an assignment for the benefit of its creditors, (iii) any proceedings are commenced by, for, or against such other Party under any bankruptcy, insolvency or debtor's relief law for the purpose of seeking a reorganization of such other Party's debts, and such proceeding affects the quality of services such Party provides under this Agreement, or (iv) such other Party is liquidated or dissolved.

Effect of Termination. Immediately upon any termination of this Agreement or its applicable Schedules:

(I) Licensee shall pay to Licensor any and all amounts then due and outstanding under this Agreement;

(ii) all rights and licenses granted hereunder, and all obligations and covenants imposed hereunder, shall immediately cease, except as otherwise expressly provided herein; (iii) Licensee shall terminate all Users with access to the software or Hosted Services then in effect; and (iv) each Party shall: (a) stop using all Confidential Information, Marks and/or any other proprietary materials of the other Party then under its possession or control (including, without limitation, the SCJPC Software(s) and systems, as applicable); (b) erase or destroy all such Confidential Information, Marks and/or any other proprietary materials residing in any computer memory or data storage apparatus; and (c) at the option of such other Party, either destroy or return to such other Party all such Confidential Information, Marks and/or any other proprietary materials in tangible form and all copies thereof. Any such destruction referenced in (b) or (c) above shall be certified in writing to the disclosing Party by an authorized officer of the receiving Party supervising such destruction.

XI. GENERAL TERMS

Relationship of the Parties. Each Party to this Agreement shall be deemed to be an independent contractor of the other Party. Nothing contained herein or in any other writing shall imply any partnership, joint venture, agency or master/servant relationship between the Parties and neither Party shall have the power to obligate or bind the other in any manner whatsoever.

Force Majeure. Except as otherwise expressly provided in this Agreement, neither Party shall be liable for any breach of this Agreement, other than any default in payment obligations, for any delay or failure of performance resulting from any cause beyond such Party's reasonable control.

Amendment. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by duly authorized signatories of SCJPC and Licensee.

Assignment. Neither Party may assign, subcontract, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other Party's prior written approval, whether by contract, operation of law or otherwise. Any attempt to do so without such approval shall be void. Subject to the foregoing sentence, this Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns. Notwithstanding the foregoing, neither Party need obtain the consent of the other Party prior to assigning this Agreement (a) to an affiliate of the assigning Party, or (b) to any third party acquiring all or substantially all of the assets relating to this Agreement or a controlling interest in the voting stock or voting interest of the assigning Party or any controlling affiliate of the assigning Party.

Notice. All notices, requests, demands, payments invoices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given on receipt if delivered personally, upon receipt of a facsimile confirmation if faxed, two days after being sent by a nationally recognized overnight carrier, or three days after being mailed by certified mail, postage prepaid, return receipt requested, or twenty four (24) hours following the submission of an email message. Notices shall be sent to the following addresses, or to such other address, to the attention of such person, as a Party shall advise to other Party in writing in accordance with this Section:

SCJPC	Licensee: _____
By: _____	By: _____
Address: _____	Address: _____
email: _____	email: _____

Severability. If the application of any provision or provisions of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable by any court of competent jurisdiction, then (I) the validity and enforceability of such provision or provisions as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby, and (ii) such provision or provisions shall be reformed without further action by the Parties hereto to and only to the extent necessary to make such provision or provisions valid and enforceable when applied to such particular facts and circumstances.

Governing Law. The validity, interpretation, enforceability, and performance of this Agreement shall be exclusively governed by and construed in accordance with the laws of the United States and the State of California. The parties hereby agree to submit to the exclusive jurisdiction of the courts of California of any disputes arising hereunder.

Third Parties. Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any individual or entity other than the Parties hereto and their successors and permitted assigns any rights or remedies under or by reason of this Agreement

Titles and Headings. The titles and headings of the Sections and other subdivisions of this Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions of this Agreement.

Entire Agreement; Amendments. This Agreement, including any Exhibits or Schedules attached hereto: (I) constitutes the binding agreement between the Parties, (ii) represents the entire agreement between the Parties and supersedes all prior agreements, conversations, negotiations, understandings, term sheets, letters of intent, and confidentiality agreements relating to the subject matter contained herein, and (iii) may not be modified or amended except in writing signed by the Parties.

Each of the undersigned represents and warrants that he or she is duly authorized to sign this Agreement on behalf of the Party he or she represents. Each Party has read, understands and agrees to the terms and conditions of this Agreement.

Agreed and Accepted:

SCJPC	Licensee: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Recruit

Manage My Team

Reports

Messages

Job Postings

Post a Job

Find Freelancers

Saved Freelancers

Southern California Jo-

Find Freelancers

Search

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1 of 1 Applicants



Vincent G.

Web Developer/Programmer

(4.99)

191 oDesk Hours
9 Contracts

Saved

javascript

asp.net

html

php

c#

css3

jquery

html5

css

All Qualifications Match

☐ Original Message from Client

Hello!

I'd like to personally invite you to apply to my job. Please review the job post and apply if you're available.

Angela Pranata

Messages

Vincent Gonzales

Mar 13

Yes, I believe I can work with you on re-engineering your process of uploading data to your database server, so as to not crash the database server (due to increasing log files). Please feel free to contact me via Skype: xolartek or Google Talk: l8notice@gmial.com. Thank you.

Reply

+ Attach a file

Send

Freelancer's proposed terms:

Rate

\$27.78/hr

Freelancer Receives

\$25.00/hr

Hire

[Decline](#)

Rate on Profile

\$23.00

Location

Corona, United States

9:31 AM (UTC-08)

English Level

5 out of 5

Last Worked

March 14, 2014

Member Since

November 28, 2008

oDesk Ready

Yes

US Tax Payers: oDesk mailed the 1099-K forms the week of January 20, 2014. Only freelancers earning over \$20K from 200+ transactions will receive a 1099-K. All other US taxpayers need to report oDesk income as miscellaneous income since we no longer send 1099-MISC forms. Please read [this](#) article for more information.

[Home](#) / [Money Matters - Payments](#) / [Hourly Jobs](#)

How do I pay for hourly work?

The Basics

oDesk automatically bills weekly for time logged to hourly contracts. Time tracked using the oDesk Team App is invoiced each Monday and automatically bills to your [payment method](#).

You must submit payments on [fixed-price](#) contracts manually.

The Details

For more information on a specific hourly freelancer's payments:

- Click the Reports tab to see your Transaction History page.

Please contact Customer Support with any questions or concerns regarding paying freelancers on hourly contracts.



Need help now? Call us at:

+1 (855) 676-3375

Available 24 hours a day.
Monday to Friday.

Live Chat

The most efficient way to get your questions answered.

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Leave your phone number or Skype Id and we will get back to you.

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Current Week, In Progress

Timesheet 0:00 hrs: \$0.00

Fixed-Price and Other Payments: \$0.00

\$0.00

Timesheet

Freelancer	Mon Mar 10	Tue Mar 11	Wed Mar 12	Thu Mar 13	Fri Mar 14	Sat Mar 15	Sun Mar 16	Hours	Pending
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No time logged yet this week

Fixed-Price and Other Payments

Freelancer	Date	Description	Charge
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No payments made this week

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Southern California Joint Pole Committee

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

April 16th, 2014

A regular meeting of the **Operating Committee** took place on the above date, at 10:00 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. Janet Chirrick	AT&T California
Ms. Manijeh Nava	AT&T California
Mr. William Kearns	Verizon Ca, MCI/Comm/Metro
Ms. Kourtney Wietecha	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Lupe Hernandez	Teleport Communications America, LLC
Ms. Maria Ortiz	XO Communications
Ms. Yvonne Johnson	AT&T Mobility
Mr. Rory Gandy	AT&T Mobility
Mr. Emir Erba	Time Warner Cable
Ms. Jessica Raettig	Time Warner Cable
Mr. Dana Fabing	City of Lompoc
Ms. Angela Pranata	Committee Staff
Mr. Kyle Levy	Committee Staff

Those attending via teleconference were:

Mr. Joe Serrato	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
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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 March 2014 meeting minutes, and there were no questions, concerns or revisions.

The second agenda item is the review of the **March 2014 expense sheet**. The members reviewed the March expenses. Ms. Pranata reported that the office supplies expenses were higher than usual due to two of the staff's office chairs that were broken and needed to be replaced. There were no further 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 **March 2014 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. Ms. Pranata reported that City of Anaheim will be assessed a penalty fee again due to not attending today's meeting. She added that she will contact them to discuss their low attendance rate. There were no further questions or comments concerning the board attendance.

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

The seventh issue for discussion is **Item 1580: Sharing Friend with NCJPA**. Ms. Chirrick reported that the NCJPA has reviewed the agreement and are pleased with the terms; however, the only questions they have are regarding the maintenance and training for the program. She stated that the NCJPA understands this has nothing to do with the SCJPC as it concerns the developer, and that they have contacted Joe Atalla to discuss this and are awaiting his response.

The eighth issue for discussion is the **Annual Employee Evaluation**. Ms. Pranata reported that she and Mr. Levy will begin the annual employee evaluations this month, and asked the members whether they wished to receive an email of the evaluations to review before the next Administrative Board meeting, or if they will be reviewed during the meeting. The members discussed this and agreed that a prior email is not necessary, and to have hard copies ready to review during next month's Administrative Board meeting.

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

279 E. Arrow Building, SNDA Letter

Ms. Pranata reported that this item is still pending.

CPCN/WIN Validation

Ms. Wietecha reported that Ms. Haney is working on this issue and it will be tabled until next month when she is in attendance.

Request to Attach to T-Mobile Tower

Ms. Pranata reported that she received a request from the San Pedro Film Festival to attach equipment to a T-Mobile tower, and she gave them the contact information which she received from Ms. Hernandez. She stated that she received a follow-up email from them which said that the T-Mobile contact told them that they needed to discuss this with the JPC, despite the fact that the JPC does not deal with

towers. Mr. Smolarski replied that if he was given the site or location information he would be able to relay this to his staff.

Review of Action Items

- Ms. Pranata and Mr. Levy to prepare the annual staff evaluations.

The meeting adjourned at 10:20 a.m. until May 21, 2014.

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

May 21st, 2014

A regular meeting of the **Operating Committee** took place on the above date, at 1:00 p.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
Mr. Wayne Brown	Southern California Edison
Mr. Jeff Williams	City of Los Angeles
Ms. Janet Chirrick	AT&T California
Ms. Manijeh Nava	AT&T California
Mr. William Kearns	Verizon Ca, MCI/Comm/Metro
Mr. Larry Vail	Verizon Ca, MCI/Comm/Metro
Ms. Jennifer Novak	Verizon Ca, MCI/Comm/Metro
Ms. Paula Haney	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Lupe Hernandez	Teleport Communications America, LLC
Ms. Alicia Smith	Sprint/Nextel/Sprint Communications
Ms. Maria Ortiz	XO Communications
Ms. Yvonne Johnson	AT&T Mobility
Mr. Rory Gandy	AT&T Mobility
Mr. Paul Smolarski	T-Mobile USA
Ms. Kourtney Wietecha	ExteNet Systems
Ms. Angela Pranata	Committee Staff
Mr. Kyle Levy	Committee Staff

Ms. Prescott opened the meeting at 1:00 p.m. by addressing the first issue on the agenda, the review of the **prior meeting minutes**. The members reviewed the April 2014 meeting minutes, and there were no questions, concerns or revisions.

The second agenda item is the review of the **April 2014 expense sheet**. The members reviewed the April expenses and there were no comments or questions.

The third agenda item is the **Accounts Receivable**. Ms. Pranata confirmed with Mr. Smolarski that the invoices for Metro PCS should be sent to him from now on. There were no further comments or questions regarding the accounts receivable.

The fourth item on the agenda is the **April 2014 JPA activity** report. Mr. Levy reported that due to the rather light work load for April, the staff was able to finish

billing their hold JPAs from the previous month. 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 there were no questions or comments.

The sixth issue for discussion is **Standardization of Procedures and Minutes**. Mr. Levy announced that the staff received training on the poles which are affected by the agreement between Bear Valley Electric and Verizon. He stated that moving forward, on any JPA the office receives where Verizon is attached to a pole in the Bear Valley area, no attachment shall be made by Bear Valley Electric or Verizon at or below the 20 foot mark. Other utilities attaching to poles in the area will be handled on a case-by-case basis as their JPAs could be denied due to this agreement. More stringent conditions are needed for the minimum clearance in this area due to elevation, wind, ice, etc., and the grade of 20-2 on these poles is now part of the required support structure, and is thus considered as common area.

The seventh issue for discussion is **Item 1580: Sharing Friend with NCJPA**. Ms. Chirrick reported that the NCJPA has reviewed the agreement and made several minor additions regarding their "User Submitted Data". She explained that these changes were made in order for the NCJPA to be allowed a reasonable opportunity to download and export their data in the event of the termination of the agreement. Mr. Chow asked whether the NCJPA would be using the SCJPC's server for storing their data and Ms. Chirrick replied that the North will have a separate contract with Hyperlink, and that their data will not be connected with the South's data. After reviewing the changes to the Agreement, the Committee agreed to move forward with finalizing it by sending the approved Agreement to the North for their signature.

The eighth issue for discussion is **Annual Employee Evaluation**. The Committee reviewed the 2014 Employee Evaluation. After discussion, the Committee approved the proposed salary action.

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

279 E. Arrow Building, SNDA Letter

Ms. Pranata reported that this item is still pending.

CPCN/WIN Validation

Ms. Haney reported that upon researching the CPUC website, she found that it does not have the information that she is looking for. She stated that she will contact the state to discuss this issue with them and to try and obtain the information.

Review of Action Items

- Ms. Pranata to send the approved Agreement to NCJPA to sign.

- Ms. Prescott to work on Ms. Pranata's evaluation.

The meeting adjourned at 2:00 p.m. until June 18, 2014.

Kyle Levy - Assistant Manager

LICENSE AGREEMENT

This LICENSE AGREEMENT (“Agreement”) is made as of [REDACTED] (the “Effective Date”) by and between the Southern California Joint Pole Committee (SCJPC) with its principal place of business at 279 E. Arrow Highway, Ste. 104, San Dimas, CA and the Northern California Joint Pole Association with its principal place of business at [REDACTED] (“Licensee”). SCJPC and Licensee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, SCJPC has developed certain software at substantial cost and time, and is the owner of that software that allows for identification of pole ownership and facility attributes, access to records, and bill of sale information; and

WHEREAS, SCJPC utilizes its software for the purpose of identification of pole ownership and facility attributes, access to records, and bill of sale information on behalf of each of its member organizations in the geographic area of Southern California; and

WHEREAS, Licensee is in a similar business with respect to poles and facility attributes located geographically in Northern California; and

WHEREAS, Licensee desires to offer pole ownership rental and related services that are enabled and made easier by SCJPC’s Software, and SCJPC desires to enable Licensee to use and access its software in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual representations and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SCJPC and Licensee, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS.

The defined terms in this Agreement shall have the definitions set forth immediately below or set forth elsewhere herein. All references to “Section” shall refer to sections of this Agreement, unless otherwise specified herein.

“Confidential Information” has the meaning set forth in Section IX.

“Custom Work” means graphical and user-interface changes to SCJPC’s Software, created in order to adapt the functional aspects, including the “look” and “feel” of the Software to the specific requirements of Licensee.

“Documentation” means the research documents, user manuals, reference manuals, installation guides and/or instructions, which SCJPC provides to Licensee hereunder, in conjunction with the Software, either in hard copy or electronic copy, and any and all Updates thereto.

“Hosted Services” shall mean any independent hosted services retained by Licensee.

“Modifications and Enhancements” means any change, modification, improvement made by the Licensee to the software, and shall be deemed to have been a “work for hire” on behalf of SCJPC, regardless of whether created by Licensee or an agent of Licensee, or a 3rd party retained by Licensee. All such modifications and enhancements shall be for the mutual benefit of Licensee and for SCJPC.

- a. “SCJPC Software” means software developed by SCJPC, such as, by way of example, “Friend”, and any other software in development, modifications, enhancements and customizations thereon.
- b. “Intellectual Property” shall include, without limitation, copyrights, trademarks, trade-secrets, trade-names, domain names, patents, know-how, formulation, data, technology, designs, inventions, improvements, discoveries, processes, models or sales, financial, contractual and marketing information and all other intellectual or industrial property and like rights whether or not registered and the applications thereof.
- c. “Licensee Content” shall mean any content Licensee makes available to its Users via the SCJPC software or Hosted Services.
- d. “Licensee System” means the system owned or licensed by Licensee underlying Licensee’s Internet services, and including, without limitation, any and all technology, know-how, trade secrets, inventions, standardized subroutines, computer programs, software tools, processes, coding, works of authorship, development tools and programming techniques which are incorporated therein (excluding SCJPC’s Software).
- e. “Updates” mean any and all updates or revisions of the Documentation that SCJPC makes available to its Licensee at no cost, from time to time.
- f. “User” means a legal entity or person that uses the Software for transactions such as viewing, browsing, downloading, uploading, editing and otherwise engaging with the Software, whether on equipment belonging to SCJPC, Licensee, or hosted elsewhere.
- g. “User Submitted Data” shall mean any data entered or imported by Licensee or Licensee’s Users in connection with the software.
- h. “User Terms of Use” means the terms and conditions that Licensee requires Users to accept as a condition precedent to using the software, by way of assent to the terms and conditions contained in this written agreement.

II. SCOPE OF AGREEMENT.

SCJPC shall provide Licensee with a license to access and use the SCJPC Software as set forth in this Agreement and the applicable Schedule(s). Upon request, SCJPC shall provide Licensee with a copy of the software in an editable format for Licensee to modify, enhance, improve, and otherwise prepare derivative works therefrom, consistent with other provisions of this Agreement.

- a. The Parties shall execute a specific Schedule (the "Schedule") that shall include: (i) the description of the SCJPC Software provided under such Schedule, (ii) Payment terms, (iii) Professional Services including the prices thereof; and (iv) any other relevant terms.

Unless separately agreed in writing, SCJPC shall not provide assistance of any kind to Licensee to modify or enhance the software to meet Licensee's technical requirements. All such modifications or enhancements shall be at the expense and the sole responsibility of Licensee.

- b. Unless any provisions hereof are specifically excluded or modified in a particular Schedule hereto, each such Schedule shall be deemed to incorporate therein all the terms and conditions of this Agreement and may contain such additional terms and conditions as the parties may mutually agree.

III. PERSONNEL.

Personnel. Each party will designate personnel to manage, coordinate and execute its obligations under this Agreement.

SCJPC software support shall consist solely of answering questions about SCJPC's use of the software, its user-experiences and shall only be available during normal working hours.

Service Providers. Licensee shall remain at all time liable and responsible for the actions and omissions of all subcontractors (other than SCJPC) that it may use in connection with the software, Hosted Services or this Agreement and agrees that such subcontractor(s) shall be subject to substantially similar obligations, including the confidentiality obligations, as set forth in this Agreement.

IV. OWNERSHIP AND LICENSE

License to the Software. Subject to the terms and conditions of this Agreement, SCJPC will grant to Licensee, for the term of this Agreement, a worldwide, non-exclusive, non-transferable, non-sublicensable (except to Licensee's Users as set forth herein) limited right and license to access and use the SCJPC software solely (i) for the purpose of making the Friendsoftware available to Licensee's users and (ii) for Licensee to modify and enhance the software for the mutual benefit of Licensee and SCJPC by preparing such derivative works thereof, subject to the terms of this Agreement.

Licensee shall make no other access or use of the SCJPC software except as expressly granted hereunder, without the prior written consent of SCJPC. All rights not expressly granted herein with respect to the SCJPC Software are reserved to SCJPC.

Nothing contained herein shall limit SCJPC's right to license or otherwise distribute or make available the software, in whole or in part, to any third party.

License to SCJPC Software. Licensee shall install, operate and use the Software, according to the terms of this Agreement. Licensee shall not use the Software for any other purposes and shall not reverse engineer the software, market the software, make the software available to others, to compete with SCJPC, SCJPC's users, members, or to the detriment of SCJPC whatsoever; and Licensee expressly agrees on its own behalf, its members, employees and users, to assure their fidelity to the limitations contained in this License.

Ownership. The Parties expressly understand and agree that: (I) the SCJPC Software(s), SCJPC's Confidential Information, and all Intellectual Property with respect to the foregoing, are and shall remain the sole and exclusive property of SCJPC; and (II) the Licensee System, Licensee's User Submitted Data, Confidential Information, Licensee Content and all Intellectual Property with respect to the foregoing are and shall remain the sole and exclusive property of Licensee, except that all derivative works, enhancements and modifications by Licensee shall be owned by SCJPC and constitute a "work for hire" as part payment for the license granted hereunder. "Work for hire" shall have the same meaning as used in the Copyright Act. Any 3rd party with whom Licensee shall contract shall acknowledge, in writing, SCJPC's ownership rights to the product of any such work, prior to commencing work for Licensee.

Protection of Rights. Both Parties shall cooperate with each other in protecting their respective rights in the SCJPC Software(s), Licensee System, and Licensee content, including their Intellectual Property and Confidential Information. Without limiting the foregoing, each Party agrees to notify the other Party promptly in the event that such Party becomes aware of any infringement of such rights. Each Party shall exclusively have the right, in its sole discretion, to prosecute lawsuits against any party for infringement of its rights and the other Party shall fully cooperate with it, at such Party (whose rights have been infringed upon) expense, in the prosecution of any such suit, demand or claim.

Privacy and Infringing Content. The Hosted Services permit the submission of data, including personal identifying information in the form of text, submitted by users (known collectively as "User Submitted Data"). SCJPC does not endorse any User Submitted Data or any opinion, recommendation, or advice expressed therein, and SCJPC expressly disclaims any and all liability in connection with User Submitted Data, or its accuracy. Licensee shall defend, indemnify and hold SCJPC harmless for any breach of privacy, copyright violation, or other violation of law in connection with User Submitted Data.

V. SOFTWARE MODIFICATION AND ENHANCEMENT BY SCJPC

Upon a written request from Licensee requesting SCJPC to perform Custom Work, SCJPC shall submit to Licensee a work order (the "Work Order"). The Work Order shall be binding upon both parties only upon execution thereof by both Licensee and by SCJPC and payment to SCJPC of the agreed upon fee for the service requested.

VI. FEES

The Agreement shall only take effect upon SCJPC receiving from Licensee, a one-time, non-refundable fee in the sum of \$36,000.00, from the date hereof.

VII. TRADEMARKS.

License of Marks. During the term of this Agreement, each Party hereby grants to the other Party subject to the terms and conditions of this Agreement, a limited, royalty-free, non-exclusive, non-transferable, non sublicensable, worldwide right and license to use and display, solely to the extent necessary for the other Party to perform its obligations hereunder, such Party's trade names, trademarks, service marks and associated logos

Licensee may not brand the software but shall at all times label the software to indicate it belongs to SCJPC or is "powered by SCJPC".

VIII. REPRESENTATIONS AND WARRANTIES

Mutual Representations and Warranties. Each Party represents and warrants to the other Party for the duration of the term hereof that:

Authority to Conduct Business. It has all powers and authority necessary to own, operate and lease its assets and properties and to carry on its business as now being conducted.

Corporate Authority. It has sufficient powers and authority to enter into this Agreement and to perform its obligations hereunder and grant the rights granted to the other party hereunder

No Violation. The execution and delivery of this Agreement and the performance and consummation of the transactions contemplated hereby will not violate or result in a breach by such party of its articles of incorporation or bylaws, any other agreement or understanding to which it is a party, or any lien, resolution, legal or administrative order or statutory provisions to which it is subject

NO WARRANTY TO LICENSEE'S USERS, AND THIRD PARTIES. NOTHING IN THIS AGREEMENT IS INTENDED TO CONSTITUTE OR CREATE ANY REPRESENTATION OR WARRANTY BY SCJPC TO LICENSEE'S USERS, OR ANY OTHER THIRD PARTY, DIRECTLY OR AS A THIRD PARTY BENEFICIARY, WITH RESPECT TO ANY OF THE SCJPC PRODUCT(S), HOSTED SERVICES, OR OTHERWISE.

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EXCEPT TO CONFIRM THAT THE SOFTWARE PERFORMS PURSUANT TO SCJPC'S PRESENT NEEDS, SCJPC DENIES THAT THE SOFTWARE WILL PERFORM FOR ANY PURPOSE REQUIRED BY LICENSEE; SCJPC MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SOFTWARE WILL RUN, OPERATE OR PERFORM IN CONFORMITY WITH ANY EXPECTATION OF LICENSEE, WHETHER OR NOT SUCH EXPECTATION IS EXPRESS OR IMPLIED.

LICENSEE HAS HAD SUFFICIENT TIME TO REVIEW THE SOFTWARE AND CONFIRM FOR ITSELF WHETHER OR NOT TO PROCEED WITH THIS AGREEMENT AND THE USE OF THE SOFTWARE.

IX. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION LOST REVENUES OR LOST PROFITS, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT (INCLUDING, WITHOUT LIMITATION, THE BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT), TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN WARNED IN ADVANCE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY'S MAXIMUM LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY LICENSEE TO SCJPC PURSUANT TO THIS AGREEMENT.

SCJPC DISCLAIMS ANY LIABILITY FOR LICENSEE'S DATA LOSS, CORRUPTION OF DATA, DOWN-TIME, LOSS OF USE, IN CONNECTION WITH THE SOFTWARE.

Notwithstanding anything herein to the contrary, Licensee agrees to indemnify and hold SCJPC, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to Licensee Content, and User Submitted Data, including but not limited to any claims regarding privacy violations, inaccurate, offensive, indecent, objectionable or infringing Licensee content and User Submitted Data.

Confidential Information. Each Party acknowledges and agrees that, in the course of this Agreement and the Parties' relationship, it may be given access to or otherwise obtain information of the other Party ("Confidential Information"). Each Party hereby agrees to (I) use the Confidential Information of the disclosing Party solely for the purpose of performing its obligations under this Agreement; (ii) hold the other Party's Confidential Information in strict confidence, and; (iii) not disclose such Confidential Information, or any part thereof, to any third party, except those of its officers, employees or professional advisors with a strict "need to know" in order for the receiving Party to perform its obligations hereunder; provided that such officers, employees or professional advisors shall, prior to any disclosure, have agreed by signed writing or otherwise be bound to confidentiality obligations no less strict than those described herein.

Exclusions. Confidential Information shall not include (I) any information already rightfully in the public domain at the time of its disclosure, or subsequently released into the public domain by the disclosing Party; (ii) any information already rightfully in the possession of the receiving Party at the time of its disclosure by the disclosing Party without an obligation to maintain its confidentiality of the; (iii) any

information that is independently developed by the receiving Party without use of or reference to any Confidential Information of the disclosing Party, in either case such fact being proven through documentary evidence; (iv) information obtained by the receiving Party from a third party not in breach of any confidentiality obligations to the disclosing Party; or (v) information required to be disclosed by law, a court order or competent government authority, provided that in such case the receiving Party shall promptly inform the disclosing Party of such requirement of disclosure prior to the disclosure.

Each Party (as the receiving party) acknowledges that the disclosing Party considers its Confidential Information to contain trade secrets of the disclosing Party and that any unauthorized use or disclosure of such information would cause the disclosing Party irreparable harm for which its remedies at law would be inadequate. Accordingly, each Party (as receiving party) acknowledges and agrees that the disclosing Party will be entitled, in addition to any other remedies available to it at law or in equity, to seek the issuance of injunctive relief, without bond, enjoining any breach or threatened breach of the receiving Party's obligations hereunder with respect to the Confidential Information of the disclosing Party, in addition to such further injunctive relief as any court of competent jurisdiction may deem just and proper.

X. TERMINATION

This Agreement shall be effective as of the date first written above and upon receipt of a one-time, non-refundable fee of \$36,000, and shall remain in force until terminated by either Party.

Termination. This Agreement may be terminated as follows:

By either Party, upon thirty (30) days' prior written notice to the other Party.

By either Party immediately upon written notice to the other Party if: (I) a receiver is appointed for such other Party or its property, (ii) such other Party makes an assignment for the benefit of its creditors, (iii) any proceedings are commenced by, for, or against such other Party under any bankruptcy, insolvency or debtor's relief law for the purpose of seeking a reorganization of such other Party's debts, and such proceeding affects the quality of services such Party provides under this Agreement, or (iv) such other Party is liquidated or dissolved.

Effect of Termination. Immediately upon any termination of this Agreement or its applicable Schedules:

(i) Licensee shall pay to Licensors any and all amounts then due and outstanding under this Agreement; (ii) all rights and licenses granted hereunder, and all obligations and covenants imposed hereunder, shall immediately cease, except as otherwise expressly provided herein; (iii) Licensee shall terminate all Users with access to the software or Hosted Services then in effect; ~~and~~ (iv) Licensee shall have the right to and shall be provided reasonable opportunity to download, export and retain all User Submitted Data, and (v) each Party shall: (a) stop using all Confidential Information, Marks and/or any other proprietary materials of the other Party then under its possession or control (including, without limitation, the SCJPC Software(s) and systems, as applicable); (b) erase or destroy all such Confidential Information, Marks and/or any other proprietary materials residing in any computer memory or data storage apparatus; and (c) at the option of such other Party, either destroy or return to such other Party all such Confidential Information, Marks and/or any other proprietary materials in tangible form and all copies thereof. Any such destruction referenced in (b) or (c) above shall be certified in writing to the disclosing Party by an authorized officer of the receiving Party supervising such destruction.

XI. GENERAL TERMS

Relationship of the Parties. Each Party to this Agreement shall be deemed to be an independent contractor of the other Party. Nothing contained herein or in any other writing shall imply any partnership, joint venture, agency or master/servant relationship between the Parties and neither Party shall have the power to obligate or bind the other in any manner whatsoever.

Force Majeure. Except as otherwise expressly provided in this Agreement, neither Party shall be liable for any breach of this Agreement, other than any default in payment obligations, for any delay or failure of performance resulting from any cause beyond such Party's reasonable control.

Amendment. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by duly authorized signatories of SCJPC and Licensee.

Assignment. Neither Party may assign, subcontract, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other Party's prior written approval, whether by contract, operation of law or otherwise. Any attempt to do so without such approval shall be void. Subject to the foregoing sentence, this Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns. Notwithstanding the foregoing, neither Party need obtain the consent of the other Party prior to assigning this Agreement (a) to an affiliate of the assigning Party, or (b) to any third party acquiring all or substantially all of the assets relating to this Agreement or a controlling interest in the voting stock or voting interest of the assigning Party or any controlling affiliate of the assigning Party.

Notice. All notices, requests, demands, payments invoices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given on receipt if delivered personally, upon receipt of a facsimile confirmation if faxed, two days after being sent by a nationally recognized overnight carrier, or three days after being mailed by certified mail, postage prepaid, return receipt requested, or twenty four (24) hours following the submission of an email message. Notices shall be sent to the following addresses, or to such other address, to the attention of such person, as a Party shall advise to other Party in writing in accordance with this Section:

SCJPC

By: _____

Address: _____

email: _____

Licensee:

By: _____

Address: _____

email: _____

Severability. If the application of any provision or provisions of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable by any court of competent jurisdiction, then (I) the validity and enforceability of such provision or provisions as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby, and (ii) such provision or provisions shall be reformed without further action by the Parties hereto to and only to the extent necessary to make such provision or provisions valid and enforceable when applied to such particular facts and circumstances.

Governing Law. The validity, interpretation, enforceability, and performance of this Agreement shall be exclusively governed by and construed in accordance with the laws of the United States and the State of California. The parties hereby agree to submit to the exclusive jurisdiction of the courts of California of any disputes arising hereunder.

Third Parties. Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any individual or entity other than the Parties hereto and their successors and permitted assigns any rights or remedies under or by reason of this Agreement

Titles and Headings. The titles and headings of the Sections and other subdivisions of this Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions of this Agreement.

Entire Agreement; Amendments. This Agreement, including any Exhibits or Schedules attached hereto: (I) constitutes the binding agreement between the Parties, (ii) represents the entire agreement between the Parties and supersedes all prior agreements, conversations, negotiations, understandings, term sheets, letters of intent, and confidentiality agreements relating to the subject matter contained herein, and (iii) may not be modified or amended except in writing signed by the Parties.

Each of the undersigned represents and warrants that he or she is duly authorized to sign this Agreement on behalf of the Party he or she represents. Each Party has read, understands and agrees to the terms and conditions of this Agreement.

Agreed and Accepted:

SCJPC

By: _____

Name: _____

Title: _____

Date: _____

Licensee:

By: _____

Name: _____

Title: _____

Date: _____

Southern California Joint Pole Committee

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

June 18th, 2014

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:

Ms. Lynn Prescott	Verizon Wireless
Mr. Larry Chow	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. Manijeh Nava	AT&T California
Mr. Larry Vail	Verizon Ca, MCI/Comm/Metro
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. Lupe Hernandez	Teleport Communications America, LLC
Ms. Alicia Smith	Sprint/Nextel/Sprint Communications
Ms. Yvonne Johnson	AT&T Mobility
Mr. Rory Gandy	AT&T Mobility
Ms. Maria Ortiz	XO Communications
Mr. Emir Erba	Time Warner Cable
Mr. Frank Hernandez	Time Warner Cable
Mr. Paul Smolarski	T-Mobile USA
Ms. Kourtney Wietecha	ExteNet Systems
Ms. Angela Pranata	Committee Staff
Mr. Kyle Levy	Committee Staff

Those attending via teleconference were:

Ms. Maryam Farajzadeh	City of Vernon
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 May 2014 meeting minutes, and there were no questions, concerns or revisions.

The second agenda item is the review of the **May 2014 expense sheet**. The members reviewed the May expenses and there were no comments or questions.

The third agenda item is the **Accounts Receivable**. The members reviewed the accounts receivable and there were no comments or questions.

The fourth item on the agenda is the **May 2014 JPA activity** report. The members reviewed the May JPA activity and there were no comments or questions.

The fifth item for discussion is the **Member Board Attendance**. The members reviewed the attendance report. Ms. Prescott questioned Ms. Pranata as to whether City of Anaheim has been paying the penalty fee for their lack of Administrative Board meeting attendance, and Ms. Pranata confirmed that she has received their payments for the penalty fee. There were no further questions or comments.

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 1580: Sharing Friend with NCJPA**. Ms. Chirrick reported that the NCJPA has voted in favor of signing the final agreement for the sharing of Friend. She stated that the agreement is currently pending the signature of the NCJPA President, and will be forwarded to the SCJPC thereafter.

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

279 E. Arrow Building, SNDA Letter

Ms. Pranata reported that this item is still pending.

CPCN/WIN Validation

Ms. Haney reported that from her research of the CPUC website, she has not been able to locate information regarding the capacity to ensure the validity of a utility's CPCN/WIN. She noted that from what she has found thus far, such an area may not even exist. Ms. Haney concluded by stating that she will send this information to Ms. Prescott to review, in the event that anything was overlooked.

Staff Evaluations

Ms. Prescott reported that the JPC staff's evaluations have been completed, including Ms. Pranata's, whom she met with on June 17th in order to review with her.

There were no **Action Items**.

The meeting adjourned at 10:00 a.m. until July 16, 2014.

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

July 16th, 2014

A regular meeting of the **Operating Committee** took place on the above date, at 9:45 a.m., at the Committee office.

Those in attendance were:

Ms. Lynn Prescott	Verizon Wireless
Ms. Jessica Pearson	Southern California Edison
Mr. Wayne Brown	Southern California Edison
Ms. April Debarge	Southern California Edison
Mr. Steve Brown	City of Los Angeles
Ms. Janet Chirrick	AT&T California
Mr. Josh Mathisen	AT&T California
Ms. Manijeh Nava	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. Lupe Hernandez	Teleport Communications America, LLC
Ms. Alicia Smith	Sprint/Nextel/Sprint Communications
Ms. Maria Ortiz	XO Communications
Mr. Emir Erba	Time Warner Cable
Ms. Jessica Raettig	Time Warner Cable
Mr. Paul Smolarski	T-Mobile USA
Mr. Daniel Lippert	City of Burbank
Ms. Kourtney Wietecha	ExteNet Systems
Ms. Angela Pranata	Committee Staff
Mr. Kyle Levy	Committee Staff

Those attending via teleconference were:

Ms. Maryam Farajzadeh	City of Vernon
Mr. Stephen Pebley	Frontier Communications

Ms. Prescott opened the meeting at 9:45 a.m. by addressing the first issue on the agenda, the review of the **prior meeting minutes**. The members reviewed the June 2014 meeting minutes, and there were no questions, concerns or revisions.

The second agenda item is the review of the **June 2014 expense sheet**. The members reviewed the June expenses and there were no comments or questions.

The third agenda item is the **Accounts Receivable**. The members reviewed the accounts receivable and there were no comments or questions.

The fourth item on the agenda is the **June 2014 JPA activity** report. The members reviewed the June JPA activity and there were no comments or questions.

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

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 1580: Sharing Friend with NCJPA**. Ms. Pranata reported that she has received the signed agreement from the NCJPA and the following step is for the SCJPC president to sign it, after which one copy will be sent to the North. She questioned whether the fee should be split amongst the members equally or proportionally when it is received. Ms. Prescott responded that since Friend was purchased in an emergency situation and was not a budgeted item, it should be credited according to how it was originally purchased and asked Ms. Pranta to research if this was done equally or proportionally.

The eighth issue for discussion is **Employee Handbook Review**. Ms. Pranata reported that she and Mr. Levy recently attended a seminar in which the presenter offers a service through their law firm, Scott and Whitehead, of creating customized employee handbooks for a fee of \$1,950. She proposed that the Committee take advantage of this service as the JPC employee handbook was created in 1999 and has not been reviewed since. The Committee discussed this and agreed that the cost is well worth paying considering the time invested in creating policies, revising the handbook, and paying the fee for the attorney to review it. Ms. Pranata stated that she will proceed with this and contact Ms. Anita York at Scott and Whitehead. She asked the members how often the employee handbook should be reviewed and Ms. Prescott replied that this should be done every 5 years.

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

279 E. Arrow Building, SNDA Letter

Ms. Pranata reported that this item is still pending.

CPCN/WIN Validation

Ms. Haney reported that from her research of the CPUC website, she has not been able to locate information regarding the capacity to ensure the validity of a utility's CPCN/WIN. Ms. Haney stated that she will send Ms. Prescott the information she has obtained thus far to review.

Review of Action Items

- Ms. Pranata to research how Friend was paid for originally.
- Ms. Pranata to contact Scott and Whitehead regarding employee handbook.
- Ms. Haney to send Ms. Prescott information concerning CPCN/WIN validation.

The meeting adjourned at 10:00 a.m. until August 20, 2014.

Kyle Levy - Assistant Manager

SCOTT & WHITEHEAD

BRIAN E. COLE
SHERRI FANGER MCINNES
R. CRAIG SCOTT
DIANE D. STALDER
NANCY RADER WHITEHEAD
ANITA YORK

LABOR & EMPLOYMENT LAW
LITIGATION & COUNSELING

TELEPHONE (949) 222-0166
FACSIMILE (949) 222-0113
1301 DOVE STREET, SUITE 1000
NEWPORT BEACH, CALIFORNIA 92660
www.employerlaw.com

Employee Handbook Service

How does the service work?

- ❖ Stewart M. Lerner, founder and CEO of Lerner & Associates, an Orange County training and human resources consulting firm, will personally meet with you and your management team to discuss in detail your organization and its personnel policy needs.
- ❖ Based on the information gathered during the consultation, Mr. Lerner will prepare a customized Employee Handbook. The law firm of **Scott & Whitehead** will have an attorney who specializes in advising employers on a broad range of employment-related matters, and in the review and preparation of employee handbooks, conduct a comprehensive review of the Handbook to ensure that it is in full compliance with all applicable federal and state employment laws.
- ❖ You will then have an opportunity to review the entire Handbook to ensure that it: (a) reflects your organization's policies and procedures; (b) contains all of the policies and procedures you want addressed; and (c) is ready for distribution and implementation. If you have any additional questions or concerns, if you want to make any changes to the Handbook, **Scott & Whitehead** will be available for further consultation at no additional fee.
- ❖ When your Handbook is complete, **Scott & Whitehead** will forward to you, in electronic media that you can format as you wish, a final version of your customized Employee Handbook and personnel forms, as well as information regarding how to implement your Handbook with both new and current employees.

How much does the service cost?

- ❖ If you have fewer than 50 employees, the fee for this complete service is \$1,950
- ❖ If you have 50 or more employees, the fee for this complete service is \$2,450
- ❖ Personnel forms and templates are available for an additional fee, such as new hire and termination documents, timesheets, meal period waivers, an arbitration agreement and other relevant documents.

How do we take advantage of this offer or find out more?

- ❖ To take advantage of this offer, please call Stu Lerner at Lerner & Associates, 714-671-0202 or Anita York at Scott & Whitehead, 949-222-0166.

SCOTT & WHITEHEAD specializes in employment law counseling and litigation. We represent employers ranging from small to large, local to international, and covering a full-spectrum of industries and professions. Our attorneys have been advising clients on policies and procedures, including Employee Handbooks, for decades. Additional information regarding Scott and Whitehead and our attorneys, can be found on our website at: employerlaw.com.

Southern California Joint Pole Committee

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

August 20th, 2014

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. Larry Chow	Southern California Edison
Ms. Jessica Pearson	Southern California Edison
Mr. Wayne Brown	Southern California Edison
Ms. April Debarge	Southern California Edison
Mr. Scott Hunter	City of Los Angeles
Mr. Steve Brown	City of Los Angeles
Ms. Manijeh Nava	AT&T California
Mr. William Kearns	Verizon Ca, MCI/Comm/Metro
Ms. Paula Haney	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Mr. David Elston	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Lupe Hernandez	Teleport Communications America, LLC
Ms. Maria Ortiz	XO Communications
Ms. Yvonne Johnson	AT&T Mobility
Mr. Paul Smolarski	T-Mobile USA
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. Janet Chirrick	AT&T California
Ms. Alicia Smith	Sprint/Nextel/Sprint Communications
Ms. Joann Miracle	Frontier Communications
Mr. Joe Serrato	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Mr. Earle Carrion	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Jane Bibb	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Mr. Gunay Salahli	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC

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 July 2014 meeting minutes, and there were no questions, concerns or revisions.

The second agenda item is the review of the **July 2014 expense sheet**. The members reviewed the July expenses and there were no comments or questions.

The third agenda item is the **Accounts Receivable**. The members reviewed the accounts receivable. Ms. Pranata reported that Time Warner Cable had mistakenly sent one of their assessment checks to SCE's office rather than the JPC, and she had it mailed back and waited for TWC to resubmit the check. There were no further comments or questions.

The fourth item on the agenda is the **July 2014 JPA activity** report. The members reviewed the July JPA activity and there were no comments or questions.

The fifth item for discussion is the **Member Board Attendance**. The members reviewed the attendance report. Ms. Pranata reported that since City of Anaheim and ATC Outdoor DAS, LLC did not attend this month's Administrative Board meeting, they will be charged the penalty fee of \$500. Mr. Hunter inquired if this fee is a separate assessment or part of the monthly assessment. Ms. Pranata replied that it is part of the monthly assessment. There were no further questions or comments.

The sixth issue for discussion is **Standardization of Procedures and Minutes**. Mr. Levy reported that he trained the staff regarding the changes to Section 7, concerning the fact that Section 7.6A and 7.13 may be used in conjunction on a JPA. He stated that as these changes have since been revised as of the last Routine Revision Committee, he will inform the staff to disregard their previous instruction, and train them once the sections have been finalized.

The seventh issue for discussion is **Item 1580: Sharing Friend with NCJPA**. Ms. Pranata reported that she is currently awaiting the check from the NCJPA. Ms. Chirrick announced that they have completed their paperwork and the check has been mailed. She stated that there is no further action required from the SCJPC, and that the NCJPA's next step is to contact Mr. Atalla to assist in installing the program. Ms. Chirrick explained that the check is only for the licensing of the program, and that payment for Ms. Atalla's work with the NCJPA will be separate.

The eighth issue for discussion is **Employee Handbook Review**. Ms. Pranata reported that she and Mr. Levy met with the consultant and that she is currently waiting for the revised employee handbook to be sent. She continued reporting that when this is received, she will send it to the members for review to be discussed at the following Operating Committee.

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

279 E. Arrow Building, SNDA Letter

Ms. Pranata reported that this item is still pending.

CPCN/WIN Validation

Ms. Haney reported that she has sent all of her research information regarding this issue to Ms. Prescott. She explained that she had called and emailed the CPUC

and gone through different websites concerning this, but has only been referred back to the website which shows the utilities that have applied for CPCN/WIN validation, and not whether their status is still current.

Verizon Ca./Frontier Transfer of Ownership Pole Records

Mr. Chow reported that the poles which have transferred ownership from Verizon California to Frontier Communications in the Blythe area are still shown with Verizon on the JPC pole records. Ms. Pranata responded that she had sent Frontier the pole records which they requested, but has not received a response back. Mr. Chow asked that she send them a follow-up letter in order to expedite the process.

Review of Action Items

- Ms. Pranata to send members revised employee handbook upon receiving.
- Ms. Pranata to send Frontier follow-up letter regarding VZ/FTR transfer poles.

The meeting adjourned at 10:40 a.m. until September 17, 2014.

Kyle Levy - Assistant Manager

SOUTHERN CALIFORNIA JOINT POLE COMMITTEE
Statement of Operating Expenses and Capital Investments

OPERATING EXPENSES		July 31, 2014			YTD Through July 31, 2014			%	Annual
		Budgeted	Recorded	Variance	Budgeted	Recorded	Variance		
	Details							Variance	Budget
EMPLOYEE EXPENSE									
Salaries		30,832	29,651.20	1,181	215,825	214,590.16	1,234	1%	369,985
Regular	29,651.20					-			
Contract Labor	-					-			
						-			
Insurance		4,155	4,674.73	(520)	29,082	32,196.81	(3,115)	-11%	49,855
Health/Dental	4,674.73					-			
Life	-					-			
						-			
Payroll Taxes		2,621	2,268.32	352	18,345	18,351.52	(6)	0%	31,449
Workers Compensation		250	223.44	27	1,750	1,564.08	186	11%	3,000
Travel/Misc. Exp.		125	67.18	58	875	598.88	276	32%	1,500
						-			
						-			
PENSION EXPENSE									
Contribution-SEP IRA		3,237	2,874.81	363	22,661	20,656.43	2,005	9%	38,848
						-			
						-			
MONTHLY RECURRING									
Rent	Building Oper Exp \$814.96	7,592	7,801.97	(210)	53,142	52,611.41	530	1%	91,100
Alarm System	Quarterly	46	-	46	321	269.94	51	16%	550
Telephone (Verizon)	Promotional Price ended	450	499.41	(49)	3,150	3,327.35	(177)	-6%	5,400
Cisco WebEx Plan		90	69.00	21	630	483.00	147	23%	1,080
Postage & Shipping		150	140.05	10	1,050	956.02	94	9%	1,800
Business Insurance	Pro-Rated	258	-	258	1,804	2,480.00	(676)	-37%	3,093
Committee Meetings		383	278.22	105	2,683	2,100.60	583	22%	4,600
						-			
						-			
EQUIPMENT & FURNITURE									
						-			
Copy Machine - CBE		183	49.02	134	1,283	1,129.62	154	12%	2,200
						-			
						-			

SOUTHERN CALIFORNIA JOINT POLE COMMITTEE
Statement of Operating Expenses and Capital Investments

OPERATING EXPENSES		July 31, 2014			YTD Through July 31, 2014			%	Annual
		Budgeted	Recorded	Variance	Budgeted	Recorded	Variance		
	Details							Variance	Budget
						-			
NETWORK SYSTEM						-			
LAN Maintenance		1,083	900.00	183	7,583	6,300.00	1,283	17%	13,000
FRIEND Support		400	400.00	-	2,800	2,800.00	-	0%	4,800
Data Center Hosting-InetU		750	740.00	10	5,250	5,180.00	70	1%	9,000
Email/Sharefile/Web Hosting	Domain renewal	37	32.95	4	257	378.08	(121)	-47%	441
	6 years					-			
Computer (Supplies,Maintenance,Repair)	Virus Removal & Data Recovery	125	590.33	(465)	875	4,191.51	(3,317)	-379%	1,500
Velocity-Off Site Back-up	Resend backup files	375	299.00	76	2,625	3,450.50	(826)	-31%	4,500
						-			
						-			
PRINTING & SUPPLY						-			
Office Printing		125	170.56	(46)	875	850.20	25	3%	1,500
Office Supplies		150	123.07	27	1,050	1,202.43	(152)	-15%	1,800
						-			
						-			
CONTRACT SERVICES						-			
Auditor	Pro-Rated	515	-	515	3,608	6,743.00	(3,135)	-87%	6,185
Attorney		83	-	83	583	4,490.25	(3,907)	-670%	1,000
						-			
GENERAL EXPENSE						-			
Sure Payroll Fees		125	127.71	(3)	875	897.06	(22)	-3%	1,500
Bank fees/Chk printing	Pro-Rated	25	-	25	175	70.00	105	60%	300
Publications/Subscriptions	Costco Annual Membership	17	110.00	(93)	117	244.48	(128)	-110%	200
Seminars & Tuition		50	-	50	350	190.00	160	46%	600
Member Retirement		133	-	133	933	441.96	491	53%	1,600
Total Operating Expenses		54,365.50	52,090.97	2,274.53	380,558.50	388,745.29	(8,186.79)	-2%	652,386

SOUTHERN CALIFORNIA JOINT POLE COMMITTEE
Statement of Operating Expenses and Capital Investments

OPERATING EXPENSES		July 31, 2014				YTD Through July 31, 2014			Annual
		Budgeted	Recorded	Variance		Budgeted	Recorded	Variance	
	Details							%	
								Variance	Budget
CAPITAL INVESTMENTS AND LONG TERM LIABILITIES CURRENT									
COMPUTER SYSTEM									
Software Purchase		750	-	750		5,250	-	5,250	100%
							-		
							-		
							-		
EQUIPMENT & FURNITURE	Pro-Rated						-		
Purchases/Leases (GE Capital)		625	348.80	276		4,375	2,363.40	2,012	46%
Hardware Purchase		275	-	275		1,925	118.25	1,807	94%
LONG TERM LIABILITY CURRENT									
							0		
Total Capital Investments & Long Term Liabilities Current		1,650.00	348.80	1,301.20		11,550.00	2,481.65	9,068.35	79%
Interest Earned/Misc Income		(0.08)	(0.08)			(0.53)	(0.53)		
		56,015.42	52,439.69	3,575.73		392,107.97	391,226.41	881.56	0%
Items in blue are assessed equally									
Prepared as of: 8/7/2014									

Delinquent Accounts
8/15/2014

MEMBERS ACCOUNTS RECEIVABLE

				PAST DUE NOTICES - DO NOT DELETE THIS INFORMATION					
	Invoice Month	Due By		Invoice Number	Past Due Notice Date Sent	Past due sent to & response notes	Past due initial sent by	Input By	Input Date
City of Colton	Mar. '14	Apr. 30, 2014	\$698.55	18098	8/1/2014	E-mail Abaker@ci.colton.ca.us	JT	KA	5/30/2014
Extenet Systems	Mar. '14	Apr. 30, 2014	\$653.21	18125	8/1/2014	Mail to Kourtney Wietecha	JT	KA	5/30/2014
Extenet Systems	May '14	June 30, 2014	\$704.42	18195				JT	8/1/2014
Southern CA Edison	May '14	June 30, 2014	\$18,279.30	18185				JT	8/1/2014
Time Warner Cable-TWN	May '14	June 30, 2014	\$457.67	18189				JT	8/1/2014
Time Warner Cable-TWS	May '14	June 30, 2014	\$399.86	18188				JT	8/1/2014

\$21,193.01

TOTAL

\$21,193.01

Member Activity

JUL' 14 Mbr Activity

[illegible]

**SOUTHERN CALIFORNIA JOINT POLE COMMITTEE
MEMBER BOARD MEETING ATTENDANCE
AUGUST 2013 - JULY 2014**

	= Members assessed penalty fee
	= Less than 80% but 50% or greater attendance
	= Less than 50% attendance
	= Excused Absence

		MBR CODE	2013 AUG	2013 SEP	2013 OCT	2013 NOV	2013 DEC	2014 JAN	2014 FEB	2014 MAR	2014 APR	2014 MAY	2014 JUNE	2014 JUNE	TOTAL	Atten. %
1	So. California Edison	E	1	1	1	1		1	1	1	1	1	1	1	11	100%
2	City of Los Angeles	M	1	1	1	1		1	1	1	1	1	1	1	11	100%
3	Crown Castle NG West Inc.	NG	1	1	1	1		1	1	1	1	1	1	1	11	100%
4	Verizon Wireless	ATC	1	1	1	1		1	1	1	1	1	1	1	11	100%
5	City of Riverside	J	1	1	1	1		1	1	1	1	1	1	1	11	100%
6	Sprint-Nextel	SPR	1	1	1	1		1	1	1	1	1	1	1	11	100%
7	Sprint Communications	FON	1	1	1	1		1	1	1	1	1	1	1	11	100%
8	Teleport Comm America	TCA	1	1	1	1		1	1	1	1	1	1	1	11	100%
9	NewPath Networks	NPN	1	1	1	1		1	1	1	1	1	1	1	11	100%
10	CA-CLEC LLC	CCI	1	1	1	1		1	1	1	1	1	1	1	11	100%
11	Verizon California	VZ	1	1	1	1		1	1	1	1	1	1	1	11	100%
12	MCI/Metro	ATS	1	1	1	1		1	1	1	1	1	1	1	11	100%
13	MCI Communications	MCI	1	1	1	1		1	1	1	1	1	1	1	11	100%
14	XO Communications	NXT	1	1	1	1		1	1	1	1	1	1	1	11	100%
15	AT&T California	H / T	1	1	1	1		1	1	1	1	1	1	1	11	100%
16	City of Burbank	B	1	1	1	1		1	1	1	1	1	1	1	11	100%
17	City of Vernon	V	1	1	1	1		1	1	1	1	1	1	1	11	100%
18	ExteNet Systems	EXT	1	1	1	1		1	1	1	1	1	1	1	11	100%
19	Golden State Water	SCW	1	1	1	1		1	1	1	1	1	1	1	11	100%
20	T-Mobile, USA	PBM	1	1	1	1		1	1	1	1	1	1	1	11	100%
21	Time-Warner	TWC	1	1	1	1		1	1	1	1	1	1	1	11	100%
22	AT&T Mobility	LAC	1	1	1	1		1	1	1	1	1	1	0	10	91%
23	Mpower/TelePacific	ICG	1	1	1	1		1	1	1	1	0	1	1	10	91%
24	City of Glendale	A	1	1	1	1		1	1	0	1	1	1	1	10	91%
25	City of Banning	COB	1	1	0	1		1	1	1	1	1	1	1	10	91%
26	Frontier (new)	FTR	1	1	1	1		0	1	1	1	1	1	1	10	91%
27	City of Colton	F	1	1	1	1		0	1	1	0	1	1	1	9	82%
28	City of Azusa	MA	1	0	0	1		1	1	1	1	1	1	1	9	82%
29	City of Pasadena	MP	1	1	1	1		1	0	1	1	1	1	0	9	82%
30	City of Lompoc	LLW	1	0	1	1		1	1	1	1	0	1	0	8	73%
31	ATC Outdoor DAS	AMT	1	1	1	1		0	0	0	0	0	1	1	6	55%
32	City of Anaheim	D	1	1	0	1		1	0	0	0	0	1	1	6	55%
Total			32	30	29	32	0	29	29	29	29	28	32	29		

Southern California Joint Pole Committee

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

September 17th, 2014

A regular meeting of the **Operating Committee** took place on the above date, at 10:00 a.m., at the Committee office.

Those in attendance were:

Ms. Lynn Prescott	Verizon Wireless
Mr. Larry Chow	Southern California Edison
Ms. April DeBarge	Southern California Edison
Mr. Richard LaBarge	Southern California Edison
Ms. Valerie Mitwasi	Southern California Edison
Mr. Scott Hunter	City of Los Angeles
Mr. Steve Brown	City of Los Angeles
Ms. Manijeh Nava	AT&T California
Ms. Paula Haney	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Alicia Smith	Sprint/Nextel/Sprint Communications
Ms. Maria Ortiz	XO Communications
Ms. Yvonne Johnson	AT&T Mobility
Mr. Paul Smolarski	T-Mobile USA
Mr. Emir Erba	Time Warner Cable
Ms. Jessica Raettig	Time Warner Cable
Ms. Samantha Valle	Time Warner Cable
Mr. Daniel Lippert	City of Burbank
Mr. Dana Fabing	City of Lompoc
Ms. Mary Li	City of Anaheim
Ms. Kourtney Wietecha	Extenet Systems
Ms. Angela Pranata	Committee Staff
Mr. Kyle Levy	Committee Staff

Those attending via teleconference were:

Ms. Tracey Province	Verizon Ca, MCI/Comm/Metro
Ms. Lupe Hernandez	Teleport Communications America, LLC
Ms. Sherri Duchateau	Golden State Water
Mr. Stephen Pebley	Frontier Communications
Mr. Earle Carrion	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC

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 August 2014 meeting minutes, and there were no questions, concerns or revisions.

The second agenda item is the review of the **August 2014 expense sheet**. The members reviewed the August expenses and there were no comments or questions.

The third agenda item is the **Accounts Receivable**. The members reviewed the accounts receivable and there were no comments or questions.

The fourth item on the agenda is the **August 2014 JPA activity** report. The members reviewed the August JPA activity and there were no comments or questions.

The fifth item for discussion is the **Member Board Attendance**. The members reviewed the attendance report. Ms. Pranata reported that the penalty fee has been applied to City of Anaheim and ATC Outdoor DAS, LLC. She stated that she is having trouble contacting the representative for ATC Outdoor DAS, LLC, and has sent them a letter regarding their attendance. There were no further questions or comments.

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

The seventh issue for discussion is **Item 1580: Sharing Friend with NCJPA**. Ms. Pranata reported that she has received the check from the NCJPA, although it has not been deposited yet. She had researched the original payment for the purchase of Friend and the members were assessed equally, therefore the credit for the payment received from the NCJPA should be credited equally as well. She stated that the NCJPA office manager, Jonathan Vaughan, will work with Joe Atalla in order to setup Friend at their office and work on training the staff.

The eighth issue for discussion is **Employee Handbook Review**. Ms. Pranata reported that she and Mr. Levy met with the consultant and received the first draft of the employee handbook. However, there were many issues related to staff benefits omitted from this draft and she is currently awaiting a second draft with these to be included. She informed the members that if the second draft she receives is correct, it will be included for review at the next Operating Committee.

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

279 E. Arrow Building, SNDA Letter

Ms. Pranata reported that she contacted the property owner Alan Kohn and he notified her that the bank is not requesting the SNDA letter, and this may be disregarded.

CPCN/WIN Validation

Ms. Prescott reported that this item is pending as she still needs to review the information that Ms. Haney had sent her.

Website Redesign Quotes

Ms. Pranata presented to the members the quotes she received from several prospective candidates for redesigning the SCJPC website and providing web hosting services. Of the three possibilities she presented, Ms. Pranata recommended Hardev Singh to the members. She stated that Mr. Singh would completely redesign the website and upgrade the old server, as well as design a text-search feature for the PDF and Microsoft Office files on the website. Ms. Pranata also noted that he was referred to the Committee by Mr. Kearns.

Ms. Hernandez asked if the redesign of the pole record could be incorporated into this work at the same time. Ms. Pranata replied that this project needs to begin first in the Friend database and worked on with Joe Atalla, as the two databases are separate from one another. Mr. Chow inquired as to whether this is within Mr. Singh's expertise and something that he would be able to work on. Ms. Pranata explained that he is neither familiar with the Friend programming nor the inner workings of the SCJPC relating to JPA work. Ms. Pranata noted that Mr. Atalla can begin working on the pole record redesign once the pole inspection custom utility is complete.

Ms. Pranata informed the members that web hosting service fees will need to be paid to both INetU and Mr. Singh for the few months while the website is being redesigned. Being that there were no further comments or questions, the Operating Committee approved the employing of Mr. Singh's services.

Bear Valley Electric and Verizon California Agreement Canceled

Ms. Pranata reported that the agreement between Bear Valley Electric and Verizon California regarding the space of 20-2 being considered common area on poles in which they are joint owners in the Bear Valley area has been canceled. She stated that she received an email from Ms. Duchateau notifying her of this, and that Verizon has been made aware of the cancellation. Ms. Province asked that Ms. Pranata forward her this email so that she may notify the rest of her company.

Ms. Pranata Vacation

Ms. Pranata informed the members that she will be out on vacation from September 22 to October 3, and to contact Mr. Levy for any issues in her absence.

2015 Budget

Ms. Prescott brought up the 2015 budget and asked whether it should be on the Operating agenda for October. Ms. Pranata replied that it will be added for discussion at the following Operating Committee.

Review of Action Items

- 2015 Budget to be added to October agenda.

- Ms. Pranata to move forward with website redesign.

The meeting adjourned at 10:30 a.m. until October 15, 2014.

Kyle Levy - Assistant Manager

SOUTHERN CALIFORNIA JOINT POLE COMMITTEE
Statement of Operating Expenses and Capital Investments

OPERATING EXPENSES		August 31, 2014			YTD Through August 31, 2014				Annual
	Details	Budgeted	Recorded	Variance	Budgeted	Recorded	Variance	%	Budget
EMPLOYEE EXPENSE									
Salaries		30,832	29,651.20	1,181	246,657	244,241.36	2,415	1%	369,985
Regular	29,651.20					-			
Contract Labor	-					-			
Insurance		4,155	4,750.98	(596)	33,237	36,947.79	(3,711)	-11%	49,855
Health/Dental	4,750.98					-			
Life	-					-			
Payroll Taxes		2,621	2,268.31	352	20,966	20,619.83	346	2%	31,449
Workers Compensation		250	223.44	27	2,000	1,787.52	212	11%	3,000
Travel/Misc. Exp.		125	84.53	40	1,000	683.41	317	32%	1,500
						-			
						-			
PENSION EXPENSE									
Contribution-SEP IRA		3,237	2,874.81	363	25,899	23,531.24	2,367	9%	38,848
						-			
MONTHLY RECURRING									
Rent	Building Oper Exp \$814.96	7,592	7,801.97	(210)	60,733	60,413.38	320	1%	91,100
Alarm System	Quarterly	46	134.97	(89)	367	404.91	(38)	-10%	550
Telephone (Verizon)	Promotional Price ended	450	561.78	(112)	3,600	3,889.13	(289)	-8%	5,400
Cisco WebEx Plan		90	69.00	21	720	552.00	168	23%	1,080
Postage & Shipping		150	132.66	17	1,200	1,088.68	111	9%	1,800
Business Insurance	Pro-Rated	258	-	258	2,062	2,480.00	(418)	-20%	3,093
Committee Meetings		383	373.24	10	3,067	2,473.84	593	19%	4,600
						-			
						-			
EQUIPMENT & FURNITURE									
Copy Machine - CBE		183	117.72	66	1,467	1,247.34	219	15%	2,200
						-			
						-			

SOUTHERN CALIFORNIA JOINT POLE COMMITTEE
Statement of Operating Expenses and Capital Investments

OPERATING EXPENSES		August 31, 2014			YTD Through August 31, 2014			%	Annual
		Budgeted	Recorded	Variance	Budgeted	Recorded	Variance		
	Details					-		Variance	Budget
						-			
NETWORK SYSTEM						-			
LAN Maintenance		1,083	900.00	183	8,667	7,200.00	1,467	17%	13,000
FRIEND Support		400	400.00	-	3,200	3,200.00	-	0%	4,800
Data Center Hosting-InetU		750	740.00	10	6,000	5,920.00	80	1%	9,000
Email/Sharefile/Web Hosting		37	32.95	4	294	411.03	(117)	-40%	441
						-			
						-			
Computer (Supplies,Maintenance,Repair)		125	24.69	100	1,000	4,216.20	(3,216)	-322%	1,500
Velocity-Off Site Back-up		375	299.00	76	3,000	3,749.50	(750)	-25%	4,500
						-			
						-			
PRINTING & SUPPLY						-			
Office Printing		125	103.82	21	1,000	954.02	46	5%	1,500
Office Supplies		150	74.03	76	1,200	1,276.46	(76)	-6%	1,800
						-			
						-			
CONTRACT SERVICES						-			
Auditor	Pro-Rated	515	-	515	4,123	6,743.00	(2,620)	-64%	6,185
Attorney	50% paid	83	975.00	(892)	667	5,465.25	(4,799)	-720%	1,000
	Labor Law					-			
GENERAL EXPENSE						-			
Sure Payroll Fees		125	127.71	(3)	1,000	1,024.77	(25)	-2%	1,500
Bank fees/Chk printing	Pro-Rated	25	35.00	(10)	200	105.00	95	48%	300
Publications/Subscriptions		17	-	17	133	244.48	(111)	-83%	200
Seminars & Tuition		50	-	50	400	190.00	210	53%	600
Member Retirement		133	-	133	1,067	441.96	625	59%	1,600
Total Operating Expenses		54,365.50	52,756.81	1,608.69	434,924.00	441,502.10	(6,578.10)	-2%	652,386

SOUTHERN CALIFORNIA JOINT POLE COMMITTEE
Statement of Operating Expenses and Capital Investments

OPERATING EXPENSES		August 31, 2014			YTD Through August 31, 2014				Annual
	Details	Budgeted	Recorded	Variance	Budgeted	Recorded	Variance	% Variance	Budget
CAPITAL INVESTMENTS AND LONG TERM LIABILITIES CURRENT									
<u>COMPUTER SYSTEM</u>									
Software Purchase		750	-	750	6,000	-	6,000	100%	9,000
						-			
						-			
						-			
<u>EQUIPMENT & FURNITURE</u>	Pro-Rated					-			
Purchases/Leases (GE Capital)		625	348.80	276	5,000	2,712.20	2,288	46%	7,500
Hardware Purchase		275	-	275	2,200	118.25	2,082	95%	3,300
<u>LONG TERM LIABILITY CURRENT</u>						-			
						0			
Total Capital Investments & Long Term Liabilities Current		1,650.00	348.80	1,301.20	13,200.00	2,830.45	10,369.55	79%	19,800
Interest Earned/Misc Income		(0.08)	(0.08)		(0.61)	(0.61)			
		56,015.42	53,105.53	2,909.89	448,123.39	444,331.94	3,791.45	1%	672,186
Items in blue are assessed equally									
Prepared as of: 9/8/2014									

Delinquent Accounts
9/15/2014

MEMBERS ACCOUNTS RECEIVABLE

				PAST DUE NOTICES - DO NOT DELETE THIS INFORMATION					
	Invoice Month	Due By		Invoice Number	Past Due Notice Date Sent	Past due sent to & response notes	Past due initial sent by	Input By	Input Date
City of Pasadena	June ' 14	July 31, 2014	\$650.86	18207				JT	9/5/2014
Extenet Systems	Mar. '14	Apr. 30, 2014	\$653.21	18125	9/5/2014	Mailed to Kourtney Wietecha	JT	KA	5/30/2014
Extenet Systems	May '14	June 30, 2014	\$704.42	18195	9/5/2014	Mailed to Kourtney Wietecha	JT	JT	8/1/2014
Extenet Systems	June ' 14	July 31, 2014	\$513.33	18230				JT	9/5/2014
Golden State Water Co.	June ' 14	July 31, 2014	\$632.36	18221				JT	9/5/2014
Time Warner Cable-TWS	May '14	June 30, 2014	\$399.86	18188	9/5/2014	Mailed to Tom Scanlan	JT	JT	8/1/2014
Time Warner Cable-TWS	June ' 14	July 31, 2014	\$292.03	18223				JT	9/5/2014

\$3,846.07

TOTAL

\$3,846.07

Delinquent Accounts - 30 Days past due.
Past due notices will be sent out when 60 days have elapsed.

S:\EXCEL\ACCTREC.XLS

Member Activity

AUG' 14 Mbr Activity

[illegible]

**SOUTHERN CALIFORNIA JOINT POLE COMMITTEE
MEMBER BOARD MEETING ATTENDANCE
SEPTEMBER 2013 - AUGUST 2014**

	= Members assessed penalty fee
	= Less than 80% but 50% or greater attendance
	= Less than 50% attendance
	= Excused Absence

		MBR CODE	2013 SEP	2013 OCT	2013 NOV	2013 DEC	2014 JAN	2014 FEB	2014 MAR	2014 APR	2014 MAY	2014 JUN	2014 JUL	2014 AUG	TOTAL	Atten. %
1	So. California Edison	E	1	1	1		1	1	1	1	1	1	1	1	11	100%
2	City of Los Angeles	M	1	1	1		1	1	1	1	1	1	1	1	11	100%
3	Crown Castle NG West Inc.	NG	1	1	1		1	1	1	1	1	1	1	1	11	100%
4	Verizon Wireless	ATC	1	1	1		1	1	1	1	1	1	1	1	11	100%
5	City of Riverside	J	1	1	1		1	1	1	1	1	1	1	1	11	100%
6	Sprint-Nextel	SPR	1	1	1		1	1	1	1	1	1	1	1	11	100%
7	Sprint Communications	FON	1	1	1		1	1	1	1	1	1	1	1	11	100%
8	Teleport Comm America	TCA	1	1	1		1	1	1	1	1	1	1	1	11	100%
9	NewPath Networks	NPN	1	1	1		1	1	1	1	1	1	1	1	11	100%
10	CA-CLEC LLC	CCI	1	1	1		1	1	1	1	1	1	1	1	11	100%
11	Verizon California	VZ	1	1	1		1	1	1	1	1	1	1	1	11	100%
12	MCI/Metro	ATS	1	1	1		1	1	1	1	1	1	1	1	11	100%
13	MCI Communications	MCI	1	1	1		1	1	1	1	1	1	1	1	11	100%
14	XO Communications	NXT	1	1	1		1	1	1	1	1	1	1	1	11	100%
15	AT&T California	H / T	1	1	1		1	1	1	1	1	1	1	1	11	100%
16	City of Burbank	B	1	1	1		1	1	1	1	1	1	1	1	11	100%
17	City of Vernon	V	1	1	1		1	1	1	1	1	1	1	1	11	100%
18	ExteNet Systems	EXT	1	1	1		1	1	1	1	1	1	1	1	11	100%
19	Golden State Water	SCW	1	1	1		1	1	1	1	1	1	1	1	11	100%
20	T-Mobile, USA	PBM	1	1	1		1	1	1	1	1	1	1	1	11	100%
21	Time-Warner	TWC	1	1	1		1	1	1	1	1	1	1	1	11	100%
22	AT&T Mobility	LAC	1	1	1		1	1	1	1	1	1	0	1	10	91%
23	Mpower/TelePacific	ICG	1	1	1		1	1	1	1	0	1	1	1	10	91%
24	City of Glendale	A	1	1	1		1	1	0	1	1	1	1	1	10	91%
25	City of Banning	COB	1	0	1		1	1	1	1	1	1	1	1	10	91%
26	Frontier (new)	FTR	1	1	1		0	1	1	1	1	1	1	1	10	91%
27	City of Colton	F	1	1	1		0	1	1	0	1	1	1	1	9	82%
28	City of Azusa	MA	0	0	1		1	1	1	1	1	1	1	1	9	82%
29	City of Pasadena	MP	1	1	1		1	0	1	1	1	1	0	1	9	82%
30	City of Lompoc	LLW	0	1	1		1	1	1	1	0	1	0	1	8	73%
31	ATC Outdoor DAS	AMT	1	1	1		0	0	0	0	0	1	1	0	5	45%
32	City of Anaheim	D	1	0	1		1	0	0	0	0	1	1	0	5	45%
Total			30	29	32	0	29	29	29	29	28	32	29	30		

Hardev Singh
(909) 278-8338
hardev.calpoly@gmail.com

Quote #1:

- Work detail:
 - Implement Full-Text Search. This would include PDF and Microsoft Office files.
 - Rest of the application remains the same.
- Cost: \$2500
- Project duration: 1 month
- Hosting: No changes.

Quote #2:

- Work detail:
 - Redesign the entire web application using a CMS (Content Management System). Any authorized user can modify the page content through a web browser.
 - We will be using Django CMS (based on Python Web framework called Django).
 - For Database, we will be using PostgreSQL. Both database software doesn't have to be the same. We may need to 'massage' the data to transfer from local server to the remote server, which will be done w/ automated scripts.
 - JPA/Pole search functionality will be redesigned. This will eliminate current performance and timeout issues.
 - Implement Full-Text Search. This would include PDF and Microsoft Office files.
 - Monthly data transfer process will be automated using scripts.
 - Current FTP setup will be replaced using SFTP.
- **Cost: \$3000 with \$600/month hosting services.**
- Project duration: 2 months
- Hosting:
 - Hosting at \$600/month (24-month contract).
 - We will be using multiple VPS servers (1 web/sftp server, 1 database server, 1 Solr search server).
 - Backups:
 - Web/SFTP server files will be backed up daily (locally and remotely). Retention period will be 2 weeks.

- o Database will be backed up daily (locally and remotely). Retention period will be 1 week.
 - o Any software configurations on all 3 servers will be backed up daily (locally and remotely). Retention period will be 2 weeks.
- VPS (Virtual Private Server)
- Operating System: Linux
- Antivirus: None needed. [ClamAV](#) can be installed on request.
- Firewall: Datacenter utilize Cisco devices and monitors traffic 24/7. Any firewall changes can be configured at the server level using IPTables.
- Processor:
 - o Web/sftp server: 1 Core processor.
 - o Database/Search server: 2 Core processor.
 - o Intel Hexcore processors 2.0 GHz - 3.0 GHz.
- RAM:
 - o Web/sftp server: 2GB.
 - o Database/Search server: 4GB.
- Hard Drive:
 - o Web/sftp server: 40GB SSD.
 - o Database/Search server: 60 GB SSD.
- Bandwidth:
 - o Web/sftp server: 3TB Transfer.
 - o Database/Search server: 4TB Transfer
- IP Addresses: 1 public IP per server. Traffic between 3 servers will occur on private network.
- Connection Speed:
 - o Servers will be hosted in TelX datacenter in San Francisco.
 - o <http://www.telx.com/data-center/san-francisco/>
- Support:
 - o 24/7 - Any server/performance related support.
- **Note:** Any server configuration can be changed with few clicks. This includes increasing/decreasing RAM, Hard Drive space, etc.

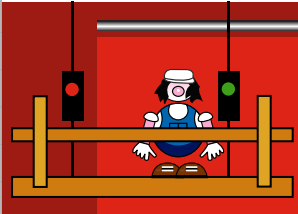
Equipment and Services - Allentown, PA	Qty	Unit Price	Total per Month
Managed Dedicated Server Dell PowerEdge R720XD; Quad Core Intel® Xeon® E5-2609 Processor, 2.40GHz, 10M Cache, 6.4GT/s QPI; 48GB RAM; PERC H310 Drive Controller, 512MB NV Cache; 2x500GB SATA Hot-Pluggable HD, RAID-1; Redundant Power Supply Included Software: Windows Server 2012	1	\$1,006.26	\$1,006.26
Managed Dedicated Cisco ASA 5505 Firewall w/ AnyConnect License for up to 10 VPNs	1	\$95.00	\$95.00
Symantec Anti-Virus.scjpc1	1	\$8.25	\$8.25
Management of Backups, including Monitoring and Restorations All Servers Frequency: Daily Retention: 14 days Backup Capacity: 1TB per server			INCLUDED
Bandwidth: 1,500GB of Premium Quality Bandwidth			INCLUDED
Operating System Hardening			INCLUDED
24x7x365 Live Telephone and Ticket Support accessibility			INCLUDED
Comprehensive Monitoring Suite: Server Health Monitoring® checks CPU, memory, disk space, backups, services, ports, and processes; Application Availability Monitoring checks the availability of a keyword on a test page			INCLUDED
100% network uptime and 1-hour turnaround on hardware device failure guarantees			INCLUDED
Client Support Center: Internet access to Support tickets, documentation, monitor history and trending, bandwidth usage, hardware details, and Server Notes™			INCLUDED
Sub Total			\$1,109.51

Software Description	Qty	Unit Price	Total per Month
MS-SQL 2012 Standard x64 Edition Processor License (4 cores)	1	\$298.00	\$298.00
12-Month Contract Monthly Total Including Software			\$1,407.51
24-Month Contract Monthly Total Including Software			\$1,295.56
36-Month Contract Monthly Total Including Software			\$1,241.09

Equipment and Services - Allentown, PA	Qty	Unit Price	Total per Month
Managed Gated Community Cloud™ Server 2 vCPU, 4GB Memory Allocation, 500GB Standard Storage; Restore24 Centralized Backups Included Software: Windows Server 2012 R2 Standard x64	1	\$732.00	\$732.00
Managed Dedicated Cisco ASA 5505 Standard Firewall w/ AnyConnect License for up to 10 VPNs	1	\$95.00	\$95.00
Symantec Anti-Virus.scjpc1	1	\$8.25	\$8.25
Management of Backups, including Monitoring and Restorations All Servers Frequency: Daily Retention: 14 days Backup Capacity: 1TB per server			INCLUDED
Bandwidth: 500GB of Premium Quality Bandwidth			INCLUDED
Operating System Hardening			INCLUDED
24x7x365 Live Telephone and Ticket Support accessibility			INCLUDED
Comprehensive Monitoring Suite: Server Health Monitoring® checks CPU, memory, disk space, backups, services, ports, and processes; Application Availability Monitoring checks the availability of a keyword on a test page			INCLUDED
100% network uptime and 1-hour turnaround on hardware device failure guarantees			INCLUDED
Client Support Center: Internet access to Support tickets, documentation, monitor history and trending, bandwidth usage, hardware details, and Server Notes™			INCLUDED
Sub Total			\$835.25

Software Description	Qty	Unit Price	Total per Month
MS-SQL 2012 R2 Standard x64 Edition Processor License (4 cores)	1	\$298.00	\$298.00
12-Month Contract Monthly Total Including Software			\$1,133.25
24-Month Contract Monthly Total Including Software			\$1,049.73
36-Month Contract Monthly Total Including Software			\$1,007.97

WEB DESIGN PROPOSAL



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Web Design
Flash Animation
Graphics / Sounds
E-Commerce
Domain Registration
Web Hosting

Brigitte Gavin
contactbrigitte@gmail.com
Tel: [818] 391 9880

Client:

Southern California Joint Pole Committee

Designer:

Brigitte Gavin

66660 First Street, Desert Hot Springs, CA. 92240

Client's Needs

To re design scjpc.net website

CMS ability

SQL database

Search Word Field

Solution

A completely original site, built from the ground up in Word Press with full SQL data access and editable pages.

The site will include all the pages and links already posted on scjpc.net providing a modern web presence; therefore also Mobile/Tablet friendly.

New Graphic Logo (if needed), favicon and images.

Google Analytics.

Fee Summary

The project fee is \$3200, based on work performed on a fixed basis.

Time Schedule

The assumed completion time is 3 to 4 weeks from proposal acceptance , submission of one half of project fee and reception of all related data.

Fee Schedule

One half of total project fee is due upon proposal acceptance with remainder due upon project completion and customer's satisfaction.

Dated September 10, 2014 in Los Angeles, CA.

SOUTHERN CALIFORNIA JOINT POLE COMMITTEE

September 12, 2014

Website Estimate

Sessions Business solutions

THE CHALLENGE

In a market offering customers overwhelming selections online, how does a company set itself apart?

This is the challenge that company faces with users having all sorts of devices and screen sizes.

More than ever potential customers turn to the internet to evaluate their options.

How can Sothern California Joint Pole Committee set itself apart from its competitors using the internet as a first stop in the pole experience?

And more importantly, how can Sothern California Joint Pole Committee use the internet to its advantage?

THE SOLUTION

Deliver compelling customer experiences across multiple devices — without sacrificing brand consistency.

We propose a website with responsive design, where you can create one well-planned site to deliver an optimized experience in context to each device or screen size (desktop computer, tablet, mobile device).

This will allow a more consistent site experience for users.

Content Management System: The site will be built on a content management system enabling user to manage and update the content in a timely easy fashion.

Site Look and Feel:

we would have you pick a responsive design Theme and we would implement it.

<https://wrapbootstrap.com/> - gallery of responsive design template that you can choose from.

<http://wrapbootstrap.com/preview/WB0P6NR1N> - Template I would choose and we not use everything in this template but the parts that make sense

ESTIMATE

Basic Site (*public facing*): \$5,000

- UX/Design – (design and look and feel of website)
- Responsive Design(meaning it can be view on a phone table and the site will work)
- CMS - Content Management system
- Server/Hosting Setup/Transfer – there the site will be hosted
- Three Rounds of Revisions – Meaning that we will show you our work and you tell us what needs to change.

Member Site (*requires login*): \$6,000

- UX/Design
- Responsive Design
- Set up all current forms and database driven areas – making site database
- Server/Hosting Setup/Transfer
- Three Rounds of Revisions
- Ability to Search all documents uploaded to the site.

App (*iOS and Android*): \$10,000 (optional) this is application that would go on user phone just like any other application

- We would make an APP just like your site so that user could search and use on the phone
- App Submission and Approval Process
- Integrated with site

COMPLETE SITE AND APP: \$18,000

TIMELINE

SEPTEMBER (30% Due):

- Temporary landing page
- Agree on web and app templates
- Establish CMS System

OCTOBER (30% Due):

- Wireframe Mockups
- Creative signoffs
- Implementation

NOVEMBER (40% Due):

- Website Launch
- App submission

DECEMBER:

- App goes live in Apple App Store and Google Play Store

ASSUMPTIONS

- Site will be created using modern browser technology. Browsers that do not support HTML 5, JavaScript & CSS3 will not be supported and may not display the page correctly.
- Site will be built on the Microsoft stack.
- Process will include two rounds of revisions on wireframes and three rounds of revisions on site design.
- You are our longtime client we don't want to charge you for simple changes as we want to keep our business relationship so most simple things we would try to do them for you unless they required a lot of time
- Any creative revisions past creative signoff will be charged at \$50/hour.
- Client will be responsible for site upkeep, maintenance, and updates (CMS).
- Proposed schedule is based on timely feedback by client.

Southern California Joint Pole Committee

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

October 15th, 2014

A regular meeting of the **Operating Committee** took place on the above date, at 11:00 a.m., at the Committee office.

Those in attendance were:

Ms. Lynn Prescott	Verizon Wireless
Mr. Larry Chow	Southern California Edison
Ms. April DeBarge	Southern California Edison
Mr. Richard LaBarge	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
Ms. Maria Ortiz	XO Communications
Ms. Yvonne Johnson	AT&T Mobility
Mr. Paul Smolarski	T-Mobile USA
Mr. Emir Erba	Time Warner Cable
Ms. Samantha Valle	Time Warner Cable
Mr. Dana Fabing	City of Lompoc
Ms. Angela Pranata	Committee Staff
Mr. Kyle Levy	Committee Staff

Those attending via teleconference were:

Ms. Tracey Province	Verizon Ca, MCI/Comm/Metro
Ms. Janet Chirrick	AT&T California
Ms. Alicia Smith	Sprint/Nextel/Sprint Communications
Ms. Annetta Baker	City of Colton
Mr. Stephen Pebley	Frontier Communications
Ms. Lauree O'Neill	Frontier Communications
Mr. Thomas Holloway	ATC Outdoor DAS, LLC
Mr. Joe Serrato	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Mr. Earle Carrion	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC
Ms. Ana Le	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC

Ms. Prescott opened the meeting at 11:00 a.m. by reporting that discussion of the Verizon California to Frontier Communications transfer of ownership issue will continue from where the Administrative Board meeting left off. The members began by reviewing the February 2012 Authorized Costs minutes wherein discussion under Item 1546: Transfer of Ownership Administrative Costs addressed this issue.

Mr. Chow stated that the difficulty with the previous transfer of ownership between NextG Networks and Sprint Communications arose from the reallocating of grade and space and recalculating of percentages when both members were on the same pole. He stated that with the current case, Verizon and Frontier will not be on any of the same poles, thus a mass update will be easier as this additional work is not required. He agreed that any involved members impacted by extraordinary administrative costs should be able to recover these costs on a member to member basis outside of the JPA process, but was of the opinion that no further money should be exchanged for the use of common area or grade and space as this has already been paid for. He noted that there are fewer than 100 poles which will require a JPA to be processed as they need to be renumbered to Frontier based pole numbers. Mr. Chow informed Frontier that these poles will also need to be physically retagged with the new pole number out in the field.

Ms. Pranata asked if SCE would be willing to forego their reimbursement from Frontier via a Section 1.2 special agreement. Mr. Chow replied that SCE has no issue with this. Ms. Haney asked if SCE would allow the same Section 1.2 process for any transfer of ownership pole in future, so long as the pole is jointly owned only with SCE. Mr. Chow replied that SCE agrees to this process for all members.

Mr. Chow reported that there will need to be 3 total JPAs created in order to transfer the ownership to Frontier on all of the pole records. The first JPA will be for poles which are jointly owned only between SCE and Verizon and will use Section 1.2 in order for SCE to forego their reimbursement, with an attached spreadsheet listing the poles. The second JPA will be for the less than 100 poles which need to be renumbered to Frontier based pole numbers. The third JPA will be for the remaining poles with any other member attached as they will bill Frontier for their attachment under Section 4.2, following the precedent set in the 2012 Authorized Costs minutes.

Mr. Chow stated that he feels the JPA process for these transfer of ownership poles currently in effect is a waste of office resources. Mr. Hunter agreed and stated that the member transferring ownership onto the pole should be responsible for all of the costs involved. He cited section 8(D) of the Agreement pertaining to special work, where work done for the sole benefit of any member may be expensed to that member. Mr. Hunter stated that there should be an administrative charge billed to Frontier in order to update the pole records in the JPC database. Ms. Haney was of the opinion that processing these JPAs and updating the records is considered part of the regular work. Ms. Hernandez agreed and stated that this work should be included in monthly assessment. Mr. Chow stated that he believes these JPAs are being created unnecessarily, and that only those members which are party to the JPAs should be assessed for the time involved in processing them.

Ms. Pranata stated that she will contact Joe Atalla to update the records automatically for poles where only SCE and Verizon are the joint owners, as only the ownership requires changing on record. She informed Frontier that she will contact them with a quote for this work. She stated that the remaining poles will need to be updated manually by the office staff. Mr. Chow instructed Ms. Pranata to track the time involved in processing these JPAs and poles for which Frontier will be invoiced for the work separately. Ms. Pranata asked how this credit would be applied amongst the members. Ms. Prescott replied that the credit would be applied to all other members proportionally.

Ms. Prescott summarized the agreed upon process in order to transfer ownership of the poles to Frontier. She reported that 3 JPAs will need to be created. One JPA for poles jointly owned between SCE and Verizon only, with a cover sheet JPA using Section 1.2 and an attached list of poles. The second JPA is for the poles which require renumbering to Frontier based pole numbers and which will need to be physically retagged out in the field. This JPA needs an attached pole list with required columns for the pole number, current owner (VZ), and new owner (FTR). The third JPA is for the remaining poles with any other member attached and will use Section 4.2 for billing purposes. Ms. Pranata reported that there will be a special assessment to Frontier for the administrative costs involved in processing the JPAs and pole records. She stated that there will be an additional assessment in order for Joe Atalla to update the SCE and Verizon only pole records.

The first agenda item is the review of the **prior meeting minutes**. The members reviewed the September 2014 meeting minutes and there were no questions, concerns or revisions.

The second agenda item is the review of the **September 2014 expense sheet**. The members reviewed the September expenses and there were no comments or questions.

The third agenda item is the **Accounts Receivable**. The members reviewed the accounts receivable and there were no comments or questions.

The fourth item on the agenda is the **September 2014 JPA activity** report. The members reviewed the September JPA activity and there were no comments or questions.

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

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

The seventh issue for discussion is **Employee Handbook Review**. Ms. Pranata reported that she received the updated Employee Handbook back from the law firm Scott and Whitehead with the revisions made per Mr. Levy and her. She informed the members that Mr. Levy and she have reviewed this latest version and found only a few minor typos and grammatical errors, with no errors relating to major issues such as JPC policies.

Ms. Prescott stated that she had reviewed this with her human resources employee and noted several issues that she had found. She noted on page E-1, that her HR employee does not believe it is legal that an employee must sign disciplinary documents, although this is legal for policy documents. Mr. Chow agreed and added that as long as the disciplinary documents are explained to the employee and there is someone there taking notes that this is sufficient. Ms. Prescott suggested asking the

lawyer about disciplinary action regarding working while under the influence of a legal controlled substance which impairs the ability of an employee to perform their job duties. Ms. Prescott requested that Ms. Pranata contact the attorney regarding her concerns and send out the revised version to the members for discussion at the November Administrative Board.

The eighth issue for discussion is **2015 Proposed Operating Budget Review**. Ms. Pranata reported that there was a typing error on line 1 of the 2015 Proposed Operating Budget which should read, "Year-end projection on budget - added 5% to 2014 expense" rather than "2013". Ms. Prescott verified with Ms. Pranata that in order to receive the 2015 proposed budget she annualized the amount from January to September 2014. Ms. Pranata replied that this was correct and the only two for which this was not the case were the attorney and auditor services as these are not paid monthly, and are normally paid only once or twice a year.

After the members finished reviewing the 2015 Proposed Operating Budget, Ms. Prescott reported that this item would be added to the consent calendar for the November Administrative Board. Ms. Pranata reported that she will email the 2015 Proposed Operating Budget to the Board members for their review.

The ninth issue for discussion is **ATC Outdoor DAS Membership Withdrawal**. Ms. Pranata reported that she received a letter from ATC Outdoor DAS, LLC requesting the withdrawal of their membership from the Southern California Joint Pole Committee. Mr. Chow inquired as to whether they were attached to any joint poles and Ms. Pranata replied that they were not. He brought up the 12 months prior notice that must be given by a member before their effective date of withdrawal and asked whether they would continue to be assessed during these 12 months. The members reviewed the verbiage in the Agreement and the response to request of withdrawal letter and agreed that a member would be assessed only for as long as they have jointly owned poles in the field, but will still be regarded as a member until 12 months from their request date, albeit with limited privileges and capacity. Ms. Hernandez noted that it should be made sure there are no pending JPAs with ATC Outdoor DAS before stopping their assessment. Ms. Pranata stated that the response letter to the withdrawal request informs the member that it is their responsibility to inform the Committee on the status of all jointly owned poles as well as of all outstanding joint pole transactions. She also noted that ATC Outdoor DAS has a \$12,000 deposit which will be refunded to them upon their withdrawal. Ms. Pranata reported that she will move forward with this issue and respond to their request for withdrawal letter.

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

CPCN/WIN Validation

Ms. Prescott reported that she has not been able to find any new information regarding this issue, but will continue to research. Mr. Chow stated that the difference between a CPCN and WIN did come up during the AT&T Mobility CMRS right-of-way proceeding. He explained that a WIN is essentially a registration

and that there are not any requirements, only that you provide the CPUC a certain amount of information. Mr. Chow noted that a CPCN can be issued conditionally, which does not apply in the case of a WIN. Ms. Prescott stated that the CPCN status of ATC Outdoor DAS has expired, and the issue is that she is not able to find any notification that it has expired. Ms. Prescott concluded that she will continue to research this issue.

Nominating Committee

Ms. Pranata reported that the Nominating Committee will meet in November after the Operating Committee to determine the slate of 2015 officers, and will be voted on in January 2015. Mr. Chow noted that it was questioned before whether the rotation of officers can be extended to more than just one year. He concluded that although the By-Laws state that officers are to be elected annually, it does not speak to the fact that the same officers cannot volunteer the following year.

Review of Action Items

- Ms. Pranata to receive quote from Joe Atalla to update VZ/FTR ownership
- Ms. Pranata to contact attorney regarding Employee Handbook questions
- Ms. Pranata to respond to ATC Outdoor DAS request to withdrawal letter
- 2015 budget to be added to the consent calendar for November

The meeting adjourned at 1:15 p.m. until November 19, 2014.

Kyle Levy - Assistant Manager

SOUTHERN CALIFORNIA JOINT POLE COMMITTEE
Statement of Operating Expenses and Capital Investments

OPERATING EXPENSES		September 30, 2014			YTD Through September 30, 2014			%	Annual
		Budgeted	Recorded	Variance	Budgeted	Recorded	Variance		
	Details							Variance	Budget
EMPLOYEE EXPENSE									
Salaries		30,832	29,651.20	1,181	277,489	273,892.56	3,596	1%	369,985
Regular	29,651.20					-			
Contract Labor	-					-			
						-			
Insurance		4,155	4,750.98	(596)	37,391	41,698.77	(4,308)	-12%	49,855
Health/Dental	4,750.98					-			
Life	-					-			
						-			
Payroll Taxes		2,621	2,268.33	352	23,587	22,888.16	699	3%	31,449
Workers Compensation		250	223.44	27	2,250	2,010.96	239	11%	3,000
Travel/Misc. Exp.	Sympathy plant	125	231.29	(106)	1,125	914.70	210	19%	1,500
						-			
						-			
PENSION EXPENSE									
Contribution-SEP IRA		3,237	2,874.81	363	29,136	26,406.05	2,730	9%	38,848
						-			
						-			
MONTHLY RECURRING									
Rent	Building Oper Exp \$814.96	7,592	7,801.97	(210)	68,325	68,215.35	110	0%	91,100
Alarm System	Quarterly	46	-	46	413	404.91	8	2%	550
Telephone (Verizon)	Promotional Price ended	450	561.58	(112)	4,050	4,450.71	(401)	-10%	5,400
Cisco WebEx Plan		90	69.00	21	810	621.00	189	23%	1,080
Postage & Shipping		150	119.77	30	1,350	1,208.45	142	10%	1,800
Business Insurance	Pro-Rated	258	-	258	2,320	2,480.00	(160)	-7%	3,093
Committee Meetings		383	368.07	15	3,450	2,841.91	608	18%	4,600
						-			
						-			
EQUIPMENT & FURNITURE									
						-			
Copy Machine - CBE		183	101.37	82	1,650	1,348.71	301	18%	2,200
						-			
						-			

SOUTHERN CALIFORNIA JOINT POLE COMMITTEE
Statement of Operating Expenses and Capital Investments

OPERATING EXPENSES		September 30, 2014			YTD Through September 30, 2014			%	Annual
		Budgeted	Recorded	Variance	Budgeted	Recorded	Variance		
	Details							Variance	Budget
						-			
NETWORK SYSTEM						-			
LAN Maintenance		1,083	900.00	183	9,750	8,100.00	1,650	17%	13,000
FRIEND Support		400	400.00	-	3,600	3,600.00	-	0%	4,800
Data Center Hosting-InetU		750	740.00	10	6,750	6,660.00	90	1%	9,000
Email/Sharefile/Web Hosting		37	32.95	4	331	443.98	(113)	-34%	441
						-			
Computer (Supplies,Maintenance,Repair)		125	-	125	1,125	4,216.20	(3,091)	-275%	1,500
Velocity-Off Site Back-up		375	299.00	76	3,375	4,048.50	(674)	-20%	4,500
						-			
						-			
PRINTING & SUPPLY						-			
Office Printing	Paper	125	237.49	(112)	1,125	1,191.51	(67)	-6%	1,500
Office Supplies		150	118.28	32	1,350	1,394.74	(45)	-3%	1,800
						-			
						-			
CONTRACT SERVICES						-			
Auditor	Pro-Rated	515	-	515	4,639	6,743.00	(2,104)	-45%	6,185
Attorney	50% paid	83	975.00	(892)	750	6,440.25	(5,690)	-759%	1,000
	Labor Law					-			
GENERAL EXPENSE						-			
Sure Payroll Fees		125	129.71	(5)	1,125	1,154.48	(29)	-3%	1,500
Bank fees/Chk printing	Pro-Rated	25	-	25	225	105.00	120	53%	300
Publications/Subscriptions		17	-	17	150	244.48	(94)	-63%	200
Seminars & Tuition		50	-	50	450	190.00	260	58%	600
Member Retirement		133	-	133	1,200	441.96	758	63%	1,600
Total Operating Expenses		54,365.50	52,854.24	1,511.26	489,289.50	494,356.34	(5,066.84)	-1%	652,386

SOUTHERN CALIFORNIA JOINT POLE COMMITTEE
Statement of Operating Expenses and Capital Investments

OPERATING EXPENSES		September 30, 2014				YTD Through September 30, 2014			Annual
		Budgeted	Recorded	Variance		Budgeted	Recorded	Variance	
	Details							%	
								Variance	Budget
CAPITAL INVESTMENTS AND LONG TERM LIABILITIES CURRENT									
COMPUTER SYSTEM									
Software Purchase		750	-	750		6,750	-	6,750	100%
							-		
							-		
							-		
EQUIPMENT & FURNITURE	Pro-Rated						-		
Purchases/Leases (GE Capital)		625	348.80	276		5,625	3,061.00	2,564	46%
Hardware Purchase		275	-	275		2,475	118.25	2,357	95%
LONG TERM LIABILITY CURRENT									
							0		
Total Capital Investments & Long Term Liabilities Current		1,650.00	348.80	1,301.20		14,850.00	3,179.25	11,670.75	79%
Interest Earned/Misc Income		(0.07)	(0.07)			(0.68)	(0.68)		
		56,015.43	53,202.97	2,812.46		504,138.82	497,534.91	6,603.91	1%
Items in blue are assessed equally									
Prepared as of: 10/7/2014									

Delinquent Accounts
10/10/2014

MEMBERS ACCOUNTS RECEIVABLE

				PAST DUE NOTICES - DO NOT DELETE THIS INFORMATION					
	Invoice Month	Due By		Invoice Number	Past Due Notice Date Sent	Past due sent to & response notes	Past due initial sent by	Input By	Input Date
ATC Outdoor DAS, LLC	July ' 14	Aug. 31, 2014	\$525.83	18266				JT	10/3/2014
City of Colton	July ' 14	Aug. 31, 2014	\$570.76	18238				JT	10/3/2014
City of Pasadena	June ' 14	July 31, 2014	\$650.86	18207	10/3/2014	Mailed to Joe Armstrong	JT	JT	9/5/2014
Extenet Systems	June ' 14	July 31, 2014	\$513.33	18230	10/3/2014	Mailed to Kourtney Wietecha	JT	JT	9/5/2014
Extenet Systems	July ' 14	Aug. 31, 2014	\$525.83	18265				JT	10/3/2014
Golden State Water Co.	June ' 14	July 31, 2014	\$632.36	18221	10/3/2014	Mailed to Esther Deleon	JT	JT	9/5/2014
Time Warner Cable-TWN	July ' 14	Aug. 31, 2014	\$340.75	18259				JT	10/3/2014
Time Warner Cable-TWS	May '14	June 30, 2014	\$399.86	18188	9/5 & 10/3	Mailed to Tom Scanlan	JT	JT	8/1/2014
Time Warner Cable-TWS	June ' 14	July 30, 2014	\$292.03	18223	10/3/2014	Mailed to Tom Scanlan	JT	JT	9/5/2014
Time Warner Cable-TWS	July ' 14	Aug. 31, 2014	\$298.32	18258				JT	10/3/2014
Verizon Wireless	July ' 14	Aug. 31, 2014	\$825.17	18233				JT	10/3/2014

\$5,575.10

TOTAL

\$5,575.10

Delinquent Accounts - 30 Days past due.
Past due notices will be sent out when 60 days have elapsed.

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Member Activity

SEP' 14 Mbr Activity

[illegible]

**SOUTHERN CALIFORNIA JOINT POLE COMMITTEE
MEMBER BOARD MEETING ATTENDANCE
OCTOBER 2013 - SEPTEMBER 2014**

	= Members assessed penalty fee
	= Less than 80% but 50% or greater attendance
	= Less than 50% attendance
	= Excused Absence

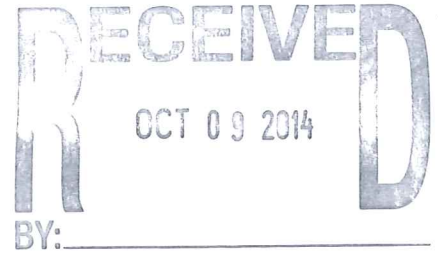
	MBR CODE	2013 OCT	2013 NOV	2013 DEC	2014 JAN	2014 FEB	2014 MAR	2014 APR	2014 MAY	2014 JUN	2014 JUL	2014 AUG	2014 SEP	TOTAL	Atten. %
1	So. California Edison	E	1	1		1	1	1	1	1	1	1	1	11	100%
2	City of Los Angeles	M	1	1		1	1	1	1	1	1	1	1	11	100%
3	Crown Castle NG West Inc.	NG	1	1		1	1	1	1	1	1	1	1	11	100%
4	Verizon Wireless	ATC	1	1		1	1	1	1	1	1	1	1	11	100%
5	City of Riverside	J	1	1		1	1	1	1	1	1	1	1	11	100%
6	Sprint-Nextel	SPR	1	1		1	1	1	1	1	1	1	1	11	100%
7	Sprint Communications	FON	1	1		1	1	1	1	1	1	1	1	11	100%
8	Teleport Comm America	TCA	1	1		1	1	1	1	1	1	1	1	11	100%
9	NewPath Networks	NPN	1	1		1	1	1	1	1	1	1	1	11	100%
10	CA-CLEC LLC	CCI	1	1		1	1	1	1	1	1	1	1	11	100%
11	Verizon California	VZ	1	1		1	1	1	1	1	1	1	1	11	100%
12	MCI/Metro	ATS	1	1		1	1	1	1	1	1	1	1	11	100%
13	MCI Communications	MCI	1	1		1	1	1	1	1	1	1	1	11	100%
14	XO Communications	NXT	1	1		1	1	1	1	1	1	1	1	11	100%
15	AT&T California	H / T	1	1		1	1	1	1	1	1	1	1	11	100%
16	City of Burbank	B	1	1		1	1	1	1	1	1	1	1	11	100%
17	City of Vernon	V	1	1		1	1	1	1	1	1	1	1	11	100%
18	ExteNet Systems	EXT	1	1		1	1	1	1	1	1	1	1	11	100%
19	Golden State Water	SCW	1	1		1	1	1	1	1	1	1	1	11	100%
20	T-Mobile, USA	PBM	1	1		1	1	1	1	1	1	1	1	11	100%
21	Time-Warner	TWC	1	1		1	1	1	1	1	1	1	1	11	100%
22	AT&T Mobility	LAC	1	1		1	1	1	1	1	0	1	1	10	91%
23	Mpower/TelePacific	ICG	1	1		1	1	1	0	1	1	1	1	10	91%
24	City of Glendale	A	1	1		1	1	0	1	1	1	1	1	10	91%
25	City of Banning	COB	0	1		1	1	1	1	1	1	1	1	10	91%
26	Frontier (new)	FTR	1	1		0	1	1	1	1	1	1	1	10	91%
27	City of Azusa	MA	0	1		1	1	1	1	1	1	1	1	10	91%
28	City of Colton	F	1	1		0	1	1	0	1	1	1	1	9	82%
29	City of Lompoc	LLW	1	1		1	1	1	0	1	0	1	1	9	82%
30	City of Pasadena	MP	1	1		1	0	1	1	1	0	1	0	8	73%
31	City of Anaheim	D	0	1		1	0	0	0	0	1	1	0	5	45%
32	ATC Outdoor DAS	AMT	1	1		0	0	0	0	0	1	1	0	4	36%
Total			29	32	0	29	29	29	29	28	32	29	30	30	

**SOUTHERN CALIFORNIA JOINT POLE COMMITTEE
2015 PROPOSED OPERATING BUDGET - Ver 1**

	2011	2012	2013	2014	2015	
Line	EMPLOYEE EXPENSE	ACTUAL	ACTUAL	ACTUAL	ACTUAL (based on Sept exp)	PROPOSED
1	Salaries	368,342	393,865	363878	365190 *	383,450
						Year end projection on budget-added 5% to 2013 expense
2	Insurance - Med/Den/Life	63,031	52,315	49180	55598 *	57,266
						Anticipated rate increase (3%)
3	Payroll Taxes	28,403	29,391	27445	30518 *	32,593
						8.5% of Salaries for 2014
4	Worker's Comp	2,629	2,019	3050	2681 *	2,800
						Year end projection
5	Misc. Expense/Travel	1,226	1,726	1392	1220 *	1,500
						Year end projection
6	<u>PENSION EXPENSE</u>					
7	Contribution-Sep IRA	32,511	34,039	31572	35208 *	40,262
						10.50% of Salaries
8						
9	<u>MONTHLY RECURRING</u>					
10	Rent	52,087	49,464	83944	90954 *	95,755
						Based on lease schedule & 2015 estimated building operating expenses
11	Alarm System	540	540	540	540 *	550
						Year end projection
12	Electricity	-	-		*	-
						Included in rent
13	Janitorial Service	-	-		*	-
						Included in rent
14	Telephone/Internet	6,986	6,109	5344	5934 *	6,780
						Promotional Price Ended. \$565/month
15	WebEx	998	844	828	828 *	1,080
						\$90/month
16	Postage & Shipping	2,864	2,104	1615	1611 *	1,800
						Year end projection
17	Business Insurance	2,226	2,234	2252	3307 *	3,406
						Anticipated 3% increase
18	Committee Meetings	3,272	3,353	4194	3789 *	4,000
						Year end projection
19	<u>EQUIP & FURN MAIN.</u>					
20	Rpr, Maint.Supp(copier)	2,591	2,246	2408	1798 *	2,000
						Year end projection
21						
22	<u>NETWORK SYSTEM</u>					
23	Computer-LAN Maintenance	10,800	10,800	10800	10800 *	13,000
						Current contract 900/mo & anticipated billable LAN maintenance
24	FRIEND Support/contract	4,800	5,713	4800	4800 *	4,800
						Current contract 400/mo
25	Hosting Total:	8,127	8,253	8437	9472	7,662
26	Website (INetu/Hardev)	(included above)	(included above)	(included above)	8845 (included abv) *	7200 (included abv) \$600/month
27	Sharefile	(included above)	(included above)	(included above)	395 (included abv)	395 (included abv) \$32.95 / month
28	Domain/Email host	(included above)	(included above)	(included above)	232(included abv)	67(included abv) \$67/year Email renewal
29						
30	Computers Supplies/Main.	1,832	2,678	1991	5622 *	7,000
						Year end projection & anticipated billable computer maintenance
31	Velocity OffSite Back-up	3,563	3,887	3757	5398 *	9,000
						Backup Server upgrade & monthly maintenance
32						
33	<u>PRINTING & SUPPLY</u>					
34	Office Printing	1,700	1,378	1300	1589 *	1,700
						Year end projection
35	Supplies office	2,225	2,436	2053	1860 *	2,000
						Year end projection
36						
37	<u>CONTRACT SERVICES</u>					
38	Auditor	6,244	6,958	6005	6743	6,945
						2014 fee + 3% inc allowance
39	Attorney	245	-	2697	6440	6,500
						Year end projection
40						

**SOUTHERN CALIFORNIA JOINT POLE COMMITTEE
2015 PROPOSED OPERATING BUDGET - Ver 1**

	2011	2012	2013	2014	2015	
Line	EMPLOYEE EXPENSE	ACTUAL	ACTUAL	ACTUAL	ACTUAL (based on Sept exp)	PROPOSED
41	<u>GENERAL EXPENSE</u>					
42	Moving Expenses	-	-	-	-	-
43	Surepayroll Fees	1,276	1,576	1455	1539 *	1,600 Year end projection
44	Bank Fees/Checks	151	295	45	140	150 Year end projection
45	Pubs & Subs	315	406	312	326 *	350 Year end projection
46	Seminars & Tuition	180	180	1220	253 *	500 Year end projection
47	Members Retirement	1,163	1,590	-	442	1,600 Used 2012 amount
48						
49	<u>COMPUTER SYSTEM</u>					
50						
51	Software Purchase	2,926	8,425	2820	0 *	9,000 Anticipated website & Friend enhancements
52						
53	<u>EQUIPMENT & FURNITURE PURCHASES</u>					
54	Purchases and leases	3,732	16,007	6540	4081 *	4,200 Year end projection
57	Hardware Purchase	231	2,399	6402	158 *	200 Year end projection
58						
59	TOTAL BUDGET	617,215	653,229	638277	658839	709,450
60				29%	6%	8%
61				Lower than approved budget	Higher than approved budget	Higher than 2014 Actual
62	Approved budget			898,293	619,764	
63		2011	2012	2013	2014	2015
64						
65						
66	* based on monthly average - per September YTD					
67	**Items in red will not be assessed proportionately among members, but equally among members.					



October 7, 2014

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

RE: ATC Outdoor DAS, LLC Membership

Dear Ms. Pranata,

ATC Outdoor DAS, LLC California CPCN status is currently considered expired, and there is no present intention to reinstate.

ATC Outdoor DAS, LLC respectfully requests to terminate our membership with the Southern California Joint Pole Committee given our expired CPCN status.

Please do not hesitate to contact me with any questions or concerns.

Sincerely,

Gerard Ainsztein
Senior Vice President-Managed Networks
Gerard.Ainsztein@americantower.com
(919) 466-5563

Southern California Joint Pole Committee

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

November 19th, 2014

A regular meeting of the **Operating Committee** took place on the above date, at 11:00 a.m., at the Committee office.

Those in attendance were:

Ms. Lynn Prescott	Verizon Wireless
Mr. Larry Chow	Southern California Edison
Ms. Jessica Pearson	Southern California Edison
Ms. April DeBarge	Southern California Edison
Mr. Wayne Brown	Southern California Edison
Mr. Larry Vail	Verizon Ca, MCI/Comm/Metro
Mr. Albert Aleman	Verizon Ca, MCI/Comm/Metro
Mr. Scott Hunter	City of Los Angeles
Mr. Steve Brown	City of Los Angeles
Ms. Lupe Hernandez	Teleport Communications America, LLC
Ms. Alicia Smith	Sprint/Nextel/Sprint Communications
Mr. Jay Baumler	Sprint/Nextel/Sprint Communications
Ms. Maria Ortiz	XO Communications
Ms. Yvonne Johnson	AT&T Mobility
Mr. Paul Smolarski	T-Mobile USA
Ms. Jessica Raettig	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:

Ms. Janet Chirrick	AT&T California
Ms. Sherri Duchateau	Golden State Water
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
Mr. Earle Carrion	Crown Castle NG West Inc./NewPath Networks/CA-CLEC LLC

Ms. Prescott opened the meeting at 11:00 a.m. by addressing the first issue on the agenda, the review of the **prior meeting minutes**. The members reviewed the October 2014 meeting minutes and there were no questions, concerns or revisions.

The second agenda item is the review of the **October 2014 expense sheet**. Ms. Pranata reported that the October expenses were higher than normal due to there being three pay days in the month of October. The members reviewed the October expenses and there were further no comments or questions.

The third agenda item is the **Accounts Receivable**. The members reviewed the accounts receivable. Mr. Hunter noted the outstanding invoice for ATC Outdoor DAS, LLC and stated that they would continue to be assessed by the Committee until this has been paid. Ms. Pranata reported that has she received their check for this invoice yesterday. There were no further comments or questions.

The fourth item on the agenda is the **October 2014 JPA activity** report. The members reviewed the October JPA activity and there were no comments or questions.

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

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

The seventh issue for discussion is **Employee Handbook Review**. Ms. Pranata reported that the Employee Handbook was not included in the Operating packet and that once it is approved by the Committee and then distributed to the office staff, it will be made available on the website as part of this meeting's minutes.

Ms. Pranata reported that the revised Employee Handbook was emailed to the members along with the attorney's notes which were incorporated into the Handbook. Mr. Hunter solicited a motion to accept the Employee Handbook as written and Mr. Chow seconded the motion. Being that there were no questions, concerns or revisions, the Operating Committee approved the Employee Handbook.

The eighth issue for discussion is **2015 Proposed Operating Budget Review**. Ms. Pranata reported that the 2015 Operating Budget has been approved by the Administrative Board and this item is now closed.

The ninth issue for discussion is **ATC Outdoor DAS Membership Withdrawal**. Ms. Prescott stated that according to the Agreement, a member who has requested to withdraw from the Committee will cease being assessed monthly by the Committee once it is determined that they no longer have any jointly owned poles. Ms. Pranata reported that she sent out requests to the members for this information and did not receive any response from a member indicating that they currently have joint poles with ATC Outdoor DAS, LLC, or any pending JPAs involving them. The members then agreed that ATC Outdoor DAS, LLC shall no longer be assessed. Ms. Pranata also noted that the Committee received a 2 year security deposit of \$12,000 from ATC Outdoor DAS, LLC which will be refunded on their official date of withdrawal, October

8, 2015. The members discussed the security deposits received from new members and determined that these are deposited into a separate deposit account.

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

CPCN/ WIN Validation

Ms. Prescott reported that neither she, nor Ms. Haney, were able to find any information regarding how to go about validating the current status of a company's Certificate of Public Convenience and Necessity (CPCN) or Wireless Identification Number (WIN). She proposed that this item, therefore, be closed.

SCJPC Staff Christmas/ Appreciation

Ms. Prescott reported that rather than having a luncheon during the holidays this year, the staff would instead receive a monetary gift as appreciation for their work. With no questions or comments, the Operating Committee approved this decision.

Business Credit Report for Mobilitie Investments III, LLC

Ms. Pranata reported that last year, the Committee agreed on utilizing a third party credit company in order to evaluate the credit of new applicants for membership consideration. She informed the members that she will run the business credit report for the new applicant Mobilitie Investments III, LLC using the previously discussed credit company Dun & Bradstreet. Ms. Pranata stated that once the report has been run, she will send it to the members together with Mobilitie's application package, including their auditor financial report, CPCN and insurance liability information. Mr. Hunter inquired as to whether the Committee has minimum requirements for insurance. Ms. Prescott replied that there is no set minimum for insurance as this is assessed on an individual basis for each company.

Review of Action Items

- Ms. Pranata to run business credit report for Mobilitie Investment III, LLC and include in their application package sent to the membership

The meeting adjourned at 11:30 a.m. until January 21, 2015.

Kyle Levy - Assistant Manager

SOUTHERN CALIFORNIA JOINT POLE COMMITTEE
Statement of Operating Expenses and Capital Investments

OPERATING EXPENSES		October 31, 2014			YTD Through October 31, 2014				Annual
								%	
	Details	Budgeted	Recorded	Variance	Budgeted	Recorded	Variance	Variance	Budget
EMPLOYEE EXPENSE									
Salaries	(3 Paydays)	30,832	44,476.80	(13,645)	308,321	318,369.36	(10,049)	-3%	369,985
Regular		44,476.80				-			
Contract Labor		-				-			
						-			
Insurance		4,155	4,881.93	(727)	41,546	46,580.70	(5,035)	-12%	49,855
Health/Dental		4,750.98				-			
Life		130.95				-			
						-			
Payroll Taxes	3 Paydays	2,621	3,402.46	(782)	26,208	26,290.62	(83)	0%	31,449
Workers Compensation		250	223.50	27	2,500	2,234.46	266	11%	3,000
Travel/Misc. Exp.		125	82.74	42	1,250	997.44	253	20%	1,500
						-			
						-			
PENSION EXPENSE									
Contribution-SEP IRA	3 Paydays	3,237	4,312.23	(1,075)	32,373	30,718.28	1,655	5%	38,848
						-			
						-			
MONTHLY RECURRING									
Rent	Building Oper Exp \$814.96	7,592	7,801.97	(210)	75,917	76,017.32	(101)	0%	91,100
Alarm System	Quarterly	46	-	46	458	404.91	53	12%	550
Telephone (Verizon)	Promotional Price ended	450	563.00	(113)	4,500	5,013.71	(514)	-11%	5,400
Cisco WebEx Plan		90	69.00	21	900	690.00	210	23%	1,080
Postage & Shipping		150	127.30	23	1,500	1,335.75	164	11%	1,800
Business Insurance	Pro-Rated	258	-	258	2,578	2,480.00	98	4%	3,093
Committee Meetings		383	222.47	161	3,833	3,064.38	769	20%	4,600
						-			
						-			
EQUIPMENT & FURNITURE									
						-			
Copy Machine - CBE		183	101.37	82	1,833	1,450.08	383	21%	2,200
						-			
						-			

SOUTHERN CALIFORNIA JOINT POLE COMMITTEE
Statement of Operating Expenses and Capital Investments

OPERATING EXPENSES		October 31, 2014			YTD Through October 31, 2014			%	Annual
		Budgeted	Recorded	Variance	Budgeted	Recorded	Variance		
	Details							Variance	Budget
						-			
NETWORK SYSTEM						-			
LAN Maintenance		1,083	900.00	183	10,833	9,000.00	1,833	17%	13,000
FRIEND Support		400	400.00	-	4,000	4,000.00	-	0%	4,800
Data Center Hosting-InetU		750	839.00	(89)	7,500	7,499.00	1	0%	9,000
Email/Sharefile/Web Hosting	scjpc.net renewal	37	142.20	(105)	368	586.18	(219)	-60%	441
	5 years					-			
Computer (Supplies,Maintenance,Repair)		125	126.97	(2)	1,250	4,343.17	(3,093)	-247%	1,500
Velocity-Off Site Back-up		375	299.00	76	3,750	4,347.50	(598)	-16%	4,500
						-			
						-			
PRINTING & SUPPLY						-			
Office Printing		125	105.82	19	1,250	1,297.33	(47)	-4%	1,500
Office Supplies		150	150.63	(1)	1,500	1,545.37	(45)	-3%	1,800
						-			
						-			
CONTRACT SERVICES						-			
Auditor	Pro-Rated	515	-	515	5,154	6,743.00	(1,589)	-31%	6,185
Attorney		83	-	83	833	6,440.25	(5,607)	-673%	1,000
						-			
GENERAL EXPENSE						-			
Sure Payroll Fees		125	186.09	(61)	1,250	1,340.57	(91)	-7%	1,500
Bank fees/Chk printing	Pro-Rated	25	-	25	250	105.00	145	58%	300
Publications/Subscriptions		17	-	17	167	244.48	(78)	-47%	200
Seminars & Tuition		50	-	50	500	190.00	310	62%	600
Member Retirement		133	-	133	1,333	441.96	891	67%	1,600
Total Operating Expenses		54,365.50	69,414.48	(15,048.98)	543,655.00	563,770.82	(20,115.82)	-4%	652,386

SOUTHERN CALIFORNIA JOINT POLE COMMITTEE
Statement of Operating Expenses and Capital Investments

OPERATING EXPENSES		October 31, 2014				YTD Through October 31, 2014			Annual
								%	
	Details	Budgeted	Recorded	Variance		Budgeted	Recorded	Variance	Budget
CAPITAL INVESTMENTS AND LONG TERM LIABILITIES CURRENT									
COMPUTER SYSTEM									
Software Purchase		750	-	750		7,500	-	7,500	100%
							-		
							-		
							-		
EQUIPMENT & FURNITURE	Pro-Rated						-		
Purchases/Leases (GE Capital)		625	348.80	276		6,250	3,409.80	2,840	45%
Hardware Purchase		275	-	275		2,750	118.25	2,632	96%
LONG TERM LIABILITY CURRENT							-		
							0		
Total Capital Investments & Long Term Liabilities Current		1,650.00	348.80	1,301.20		16,500.00	3,528.05	12,971.95	79%
Interest Earned/Misc Income		(0.08)	(0.08)			(0.76)	(0.76)		
		56,015.42	69,763.20	(13,747.78)		560,154.24	567,298.11	(7,143.87)	-1%
Items in blue are assessed equally									
Prepared as of: 11/5/2014									

Delinquent Accounts
11/14/2014

MEMBERS ACCOUNTS RECEIVABLE

				PAST DUE NOTICES - DO NOT DELETE THIS INFORMATION					
	Invoice Month	Due By		Invoice Number	Past Due Notice Date Sent	Past due sent to & response notes	Past due initial sent by	Input By	Input Date
ATC Outdoor DAS, LLC	July ' 14	Aug. 31, 2014	\$525.83	18266	11/7/2014	Mailed to Thomas Holloway	JT	JT	10/3/2014
AT&T Mobility	Aug. '14	Sept. 30, 2014	\$625.16	18282				JT	11/7/2014
City of Colton	July ' 14	Aug. 31, 2014	\$570.76	18238	11/7/2014	E-mailed Abaker	JT	JT	10/3/2014
City of Pasadena	Aug. '14	Sept. 30, 2014	\$691.09	18277				JT	11/7/2014
Extenet Systems	July ' 14	Aug. 31, 2014	\$525.83	18265	11/7/2014	Mailed to Kourtney Wietecha	JT	JT	10/3/2014
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Time Warner Cable-TWS	July ' 14	Aug. 31, 2014	\$298.32	18258	11/7/2014	Mailed to Tom Scanlan	JT	JT	10/3/2014
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Verizon Wireless	July ' 14	Aug. 31, 2014	\$825.17	18233	11/7/2014	E-mailed Jim Perry & Dino Amico		JT	10/3/2014
Verizon Wireless	Aug. '14	Sept. 30, 2014	850.75	18268		E-mailed Jim Perry & Dino Amico	JT	JT	11/7/2014

\$6,211.83

TOTAL

\$6,211.83

Delinquent Accounts - 30 Days past due.
Past due notices will be sent out when 60 days have elapsed.

S:\EXCEL\ACCTREC

**SOUTHERN CALIFORNIA JOINT POLE COMMITTEE
MEMBER BOARD MEETING ATTENDANCE
NOVEMBER 2013 - OCTOBER 2014**

	= Members assessed penalty fee
	= Less than 80% but 50% or greater attendance
	= Less than 50% attendance
	= Excused Absence

	MBR CODE	2013 NOV	2013 DEC	2014 JAN	2014 FEB	2014 MAR	2014 APR	2014 MAY	2014 JUN	2014 JUL	2014 AUG	2014 SEP	2014 OCT	TOTAL	Atten. %
1	So. California Edison	E	1		1	1	1	1	1	1	1	1	1	11	100%
2	City of Los Angeles	M	1		1	1	1	1	1	1	1	1	1	11	100%
3	Crown Castle NG West Inc.	NG	1		1	1	1	1	1	1	1	1	1	11	100%
4	Verizon Wireless	ATC	1		1	1	1	1	1	1	1	1	1	11	100%
5	City of Riverside	J	1		1	1	1	1	1	1	1	1	1	11	100%
6	Sprint-Nextel	SPR	1		1	1	1	1	1	1	1	1	1	11	100%
7	Sprint Communications	FON	1		1	1	1	1	1	1	1	1	1	11	100%
8	Teleport Comm America	TCA	1		1	1	1	1	1	1	1	1	1	11	100%
9	NewPath Networks	NPN	1		1	1	1	1	1	1	1	1	1	11	100%
10	CA-CLEC LLC	CCI	1		1	1	1	1	1	1	1	1	1	11	100%
11	Verizon California	VZ	1		1	1	1	1	1	1	1	1	1	11	100%
12	MCI/Metro	ATS	1		1	1	1	1	1	1	1	1	1	11	100%
13	MCI Communications	MCI	1		1	1	1	1	1	1	1	1	1	11	100%
14	XO Communications	NXT	1		1	1	1	1	1	1	1	1	1	11	100%
15	AT&T California	H / T	1		1	1	1	1	1	1	1	1	1	11	100%
16	City of Vernon	V	1		1	1	1	1	1	1	1	1	1	11	100%
17	ExteNet Systems	EXT	1		1	1	1	1	1	1	1	1	1	11	100%
18	Golden State Water	SCW	1		1	1	1	1	1	1	1	1	1	11	100%
19	T-Mobile, USA	PBM	1		1	1	1	1	1	1	1	1	1	11	100%
20	Time-Warner	TWC	1		1	1	1	1	1	1	1	1	1	11	100%
21	City of Banning	COB	1		1	1	1	1	1	1	1	1	1	11	100%
22	City of Azusa	MA	1		1	1	1	1	1	1	1	1	1	11	100%
23	City of Burbank	B	1		1	1	1	1	1	1	1	1	0	10	91%
24	AT&T Mobility	LAC	1		1	1	1	1	1	0	1	1	1	10	91%
25	Mpower/TelePacific	ICG	1		1	1	1	0	1	1	1	1	1	10	91%
26	Frontier	FTR	1		0	1	1	1	1	1	1	1	1	10	91%
27	City of Glendale	A	1		1	1	0	1	1	1	1	1	0	9	82%
28	City of Colton	F	1		0	1	1	0	1	1	1	1	1	9	82%
29	City of Lompoc	LLW	1		1	1	1	0	1	0	1	1	1	9	82%
30	City of Pasadena	MP	1		1	0	1	1	1	0	1	0	1	8	73%
31	City of Anaheim	D	1		1	0	0	0	1	1	0	1	1	6	55%
32	ATC Outdoor DAS	AMT	1		0	0	0	0	1	1	0	0	1	4	36%
Total			32	0	29	29	29	28	32	29	30	30	30		

**SOUTHERN CALIFORNIA JOINT POLE COMMITTEE
2015 PROPOSED OPERATING BUDGET - Ver 1**

		2011	2012	2013	2014	2015	
Line	<u>EMPLOYEE EXPENSE</u>	ACTUAL	ACTUAL	ACTUAL	ACTUAL (based on Sept exp)	PROPOSED	
1	Salaries	368,342	393,865	363878	365190 *	383,450	Year end projection on budget-added 5% to 2014 expense
2	Insurance - Med/Den/Life	63,031	52,315	49180	55598 *	57,266	Anticipated rate increase (3%)
3	Payroll Taxes	28,403	29,391	27445	30518 *	32,593	8.5% of Salaries for 2014
4	Worker's Comp	2,629	2,019	3050	2681 *	2,800	Year end projection
5	Misc. Expense/Travel	1,226	1,726	1392	1220 *	1,500	Year end projection
6	<u>PENSION EXPENSE</u>						
7	Contribution-Sep IRA	32,511	34,039	31572	35208 *	40,262	10.50% of Salaries
8							
9	<u>MONTHLY RECURRING</u>						
10	Rent	52,087	49,464	83944	90954 *	95,755	Based on lease schedule & 2015 estimated building operating expenses
11	Alarm System	540	540	540	540 *	550	Year end projection
12	Electricity	-	-		* -		Included in rent
13	Janitorial Service	-	-		* -		Included in rent
14	Telephone/Internet	6,986	6,109	5344	5934 *	6,780	Promotional Price Ended. \$565/month
15	WebEx	998	844	828	828 *	1,080	\$90/month
16	Postage & Shipping	2,864	2,104	1615	1611 *	1,800	Year end projection
17	Business Insurance	2,226	2,234	2252	3307 *	3,406	Anticipated 3% increase
18	Committee Meetings	3,272	3,353	4194	3789 *	4,000	Year end projection
19	<u>EQUIP & FURN MAIN.</u>						
20	Rpr, Maint.Supp(copier)	2,591	2,246	2408	1798 *	2,000	Year end projection
21							
22	<u>NETWORK SYSTEM</u>						
23	Computer-LAN Maintenance	10,800	10,800	10800	10800 *	13,000	Current contract 900/mo & anticipated billable LAN maintenance
24	FRIEND Support/contract	4,800	5,713	4800	4800 *	4,800	Current contract 400/mo
25	Hosting Total:	8,127	8,253	8437	9472	7,662	
26	Website (INetu/Hardev)	(included above)	(included above)	(included above)	8845 (included abv) *	7200 (included abv)	\$600/month
27	Sharefile	(included above)	(included above)	(included above)	395 (included abv)	395 (included abv)	\$32.95 / month
28	Domain/Email host	(included above)	(included above)	(included above)	232(included abv)	67(included abv)	\$67/year Email renewal
29							
30	Computers Supplies/Main.	1,832	2,678	1991	5622 *	7,000	Year end projection & anticipated billable computer maintenance
31	Velocity OffSite Back-up	3,563	3,887	3757	5398 *	9,000	Backup Server upgrade & monthly maintenance
32							
33	<u>PRINTING & SUPPLY</u>						
34	Office Printing	1,700	1,378	1300	1589 *	1,700	Year end projection
35	Supplies office	2,225	2,436	2053	1860 *	2,000	Year end projection
36							
37	<u>CONTRACT SERVICES</u>						
38	Auditor	6,244	6,958	6005	6743	6,945	2014 fee + 3% inc allowance
39	Attorney	245	-	2697	6440	6,500	Year end projection
40							

**SOUTHERN CALIFORNIA JOINT POLE COMMITTEE
2015 PROPOSED OPERATING BUDGET - Ver 1**

	2011	2012	2013	2014	2015	
Line	EMPLOYEE EXPENSE	ACTUAL	ACTUAL	ACTUAL	ACTUAL (based on Sept exp)	PROPOSED
41	<u>GENERAL EXPENSE</u>					
42	Moving Expenses	-	-	-	-	-
43	Surepayroll Fees	1,276	1,576	1455	1539 *	1,600 Year end projection
44	Bank Fees/Checks	151	295	45	140	150 Year end projection
45	Pubs & Subs	315	406	312	326 *	350 Year end projection
46	Seminars & Tuition	180	180	1220	253 *	500 Year end projection
47	Members Retirement	1,163	1,590	-	442	1,600 Used 2012 amount
48						
49	<u>COMPUTER SYSTEM</u>					
50						
51	Software Purchase	2,926	8,425	2820	0 *	9,000 Anticipated website & Friend enhancements
52						
53	<u>EQUIPMENT & FURNITURE PURCHASES</u>					
54	Purchases and leases	3,732	16,007	6540	4081 *	4,200 Year end projection
57	Hardware Purchase	231	2,399	6402	158 *	200 Year end projection
58						
59	TOTAL BUDGET	617,215	653,229	638277	658839	709,450
60			29%	6%	8%	
61			Lower than approved budget	Higher than approved budget	Higher than 2014 Actual	
62	Approved budget		898,293	619,764		
63		2011	2012	2013	2014	2015
64						
65						
66	* based on monthly average - per September YTD					
67	**Items in red will not be assessed proportionately among members, but equally among members.					
68						