



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS MEETING

January 8, 2015 • 9:00 a.m.

Grace E. Simons Lodge

1025 Elysian Park Drive, Los Angeles, CA 90012

Los Angeles Regional Interoperable Communications System Authority (the "Authority")

AGENDA POSTED: December 31, 2014

Complete agendas are made available for review at the designated meeting location. Supporting documentation is available at the LA-RICS Office located at 2525 Corporate Place, Suite 100, Monterey Park, CA 91754 during normal business hours and may also be accessible on the Authority's website at <http://www.la-rics.org>.

Members:

1. **Miguel Santana**, CAO, City of Los Angeles
2. **Ralph Terrazas**, Fire Chief, City of Los Angeles Fire Dept.
3. **Charles L. Beck**, Vice Chair, Chief of Police, LA Police Dept.
4. **Sharon Tso**, Chief Legislative Analyst, City of Los Angeles
5. **Brence Culp**, Chair, Deputy CEO, County of Los Angeles
6. **Daryl L. Osby**, Fire Chief, Los Angeles County Fire Dept.
7. **Jim McDonnell**, Sheriff, Los Angeles County Sheriff's Dept.
8. **Cathy Chidester**, Dir., EMS Agency, County of LA DHS
9. **Steven K. Zipperman**, Chief of Police, LA School Police Dept.
10. **Reginald Harrison**, Deputy City Manager, City of Long Beach
11. **Bill Walker**, Fire Chief, City of Alhambra
12. **Larry Giannone**, Chief of Police, Sierra Madre Police Dept.
13. **Mark R. Alexander**, City Manager, CA Contract Cities Assoc.
14. **Vacant**, City of El Segundo, representing At Large Seat
15. **Ron Iizuka**, Police Captain, City of Culver City
16. **Vacant**, At Large Seat
17. **Kim Raney**, Chief of Police, City of Covina

Alternates:

- Patty Huber**, Asst. CAO, City of Los Angeles
Graham Everett, Chief of Staff, City of Los Angeles Fire Dept.
Sandy Jo MacArthur, Assistant Chief, LA Police Dept.
Matias Farfan, Asst. Chief Legislative Analyst, City of Los Angeles
Sheila Williams, Manager, CEO, County of Los Angeles
Chris Bundesen, Asst., Fire Chief, Los Angeles County Fire Dept.
Scott Edson, Commander, Los Angeles County Sheriff's Dept.
Karolyn Fruhwirth, Asst. Dir., EMS Agency, County of LA DHS
Jose Santome, Deputy Chief, LA School Police Dept.
Mike Sarjeant, Fire Chief, City of Long Beach
Scott Ferguson, Fire Chief, City of Santa Monica
Vacant
Sam Olivito, Executive Dir., CA Contract Cities Assoc.
Vacant
Jeffrey Kolin, City Manager, City of Beverly Hills
Vacant
David Povero, Captain, City of Covina

Officers:

- Patrick Mallon**, Executive Director
John Naimo, County of Los Angeles Auditor-Controller
Joseph Kelly, County of Los Angeles, Interim Treasurer and Tax Collector
Patricia Saucedo, Board Secretary



NOTE: ACTION MAY BE TAKEN ON ANY ITEM IDENTIFIED ON THE AGENDA

I. CALL TO ORDER

II. ANNOUNCE QUORUM – Roll Call

III. APPROVAL OF MINUTES (A)

A. December 4, 2014 – Regular Meeting Minutes

Agenda Item A

IV. CONSENT CALENDAR – (None)

V. REPORTS (B-E)

B. Finance Committee Report – No Report

C. Director’s Report – Pat Mallon

- Funding Plan Status
- LTE Project Status
- LMR Project Status
- Change Orders Executed Under Delegated Authority

D. Project Manager’s Report – Pat Mallon

Agenda Item D

E. Grant Status Report – Pat Mallon

VI. DISCUSSION ITEMS (F-H)

F. Status of Site Access Agreements with Member Agencies

Agenda Item F: Enclosure

G. Funding Plan True-Up

Agenda Item G: Enclosure

H. Status of Site Access Agreements and Coverage Impacts



VII. ADMINISTRATIVE MATTERS (I-K)

I. Approved Site Access Agreement with the County of Los Angeles

It is recommended that your Board:

1. Find that the approval and execution of the Site Access Agreements by the LA-RICS Authority does not result in any change to the activities previously authorized at the 17 LMR System Sites identified in Enclosure 2, or to the circumstances under which these activities are being undertaken, and that the determination that these activities are exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project, remains unchanged.
2. Authorize the Executive Director to finalize and execute, substantially similar in form to those attached, one or more Site Access Agreements with the County of Los Angeles.

Agenda Item I: Enclosures 1-2

J. Approve Site Access Agreement with the City of Monterey Park

It is recommended that your Board:

- 1 Find that the approval and execution of the Site Access Agreement by the LA-RICS Authority does not result in any change to the PSBN project, or to the circumstances under which the project is being undertaken, and that the determination that these activities are exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project, remains unchanged.
- 2 Authorize the Executive Director to finalize and execute, substantially similar in form to those attached, a Site Access Agreement with the City of Monterey Park. The Site Access Agreement is for the Long Term Evolution (LTE) broadband communication sites for the PSBN within its respective jurisdictions or under its control.

Agenda Item J: Enclosures 1-2



K. Approve a Memorandum of Understanding between the Sheriff's Department and the Authority for use of Los Angeles Regional Interoperable Communications System Radio Equipment and Land Mobile Radio Early Deployment System

It is recommended that your Board:

Delegate authority to the Executive Director to execute an MOU with the Sheriff's Department, substantially similar in form to Enclosure, which would allow the Authority to loan Radio Equipment to the Sheriff's Department for use by its many Task Forces and to authorize use on the LMR Early Deployment System for purposes of determining coverage, testing the system, assessing functionality, and obtaining feedback on the quality of the system.

Agenda Item K: Enclosure

VIII. MISCELLANEOUS – (None)

IX. PUBLIC COMMENTS

X. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE BOARD

XI. ADJOURNMENT and NEXT MEETING:

Thursday, February 5, 2015, at 9:00 a.m., at the Grace E. Simons Lodge.



BOARD MEETING INFORMATION

Members of the public are invited to address the LA-RICS Authority Board on any item on the agenda prior to action by the Board on that specific item. Members of the public may also address the Board on any matter within the subject matter jurisdiction of the Board. The Board will entertain such comments during the Public Comment period. Public Comment will be limited to three (3) minutes per individual for each item addressed, unless there are more than ten (10) comment cards for each item, in which case the Public Comment will be limited to one (1) minute per individual. The aforementioned limitation may be waived by the Board's Chair.

(NOTE: Pursuant to Government Code Section 54954.3(b) the legislative body of a local agency may adopt reasonable regulations, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker.)

Members of the public who wish to address the Board are urged to complete a Speaker Card and submit it to the Board Secretary prior to commencement of the public meeting. The cards are available in the meeting room. However, should a member of the public feel the need to address a matter while the meeting is in progress, a card may be submitted to the Board Secretary prior to final consideration of the matter.

It is requested that individuals who require the services of a translator contact the Board Secretary no later than the day preceding the meeting. Whenever possible, a translator will be provided. Sign language interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. (323) 881-8291 or (323) 881-8295

SI REQUIERE SERVICIOS DE TRADUCCION, FAVOR DE NOTIFICAR LA OFICINA CON 72 HORAS POR ANTICIPADO.

The meeting is recorded, and the recording is kept for 30 days.



MEETING MINUTES

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS MEETING

December 4, 2014

Grace E. Simons Lodge

1025 Elysian Park Drive, Los Angeles, CA 90012

Board Members Present:

Bill Walker, Fire Chief, representing the Los Angeles Area Fire Chiefs Association

Mark R. Alexander, City Manager, City of La Cañada Flintridge, representing the Contract Cities Association

Representatives For Board Members Present:

Brence Culp, representing Interim CEO, County of Los Angeles

Patty Huber, representing Miguel Santana, for CAO, City of Los Angeles

Graham Everett, representing Ralph M. Terrazas, for the City of Los Angeles Fire Department

Sandy Jo MacArthur, representing Charles "Charlie" L. Beck, Vice Chair, for the City of Los Angeles Police Department

Matias Farfan, representing Sharon Tso, Chief Legislative Analyst, City of Los Angeles

Chris Bundesen, representing Daryl L. Osby, Los Angeles County Fire Department

Karolyn Fruhwirth, representing Cathy Chidester, EMS Agency, County of Los Angeles

Jose Santome, representing Steven K. Zipperman, Los Angeles School Police Department

Officers Present:

Pat Mallon, LA-RICS Executive Director

Absent:

Jim McDonnell, Sheriff, County of Los Angeles

Scott Pickwith, Chief, representing the Los Angeles County Police Chief's Association

Ron Iizuka, Police Captain, City of Culver City, representing At Large Seat

Kim Raney, Police Chief, City of Covina, representing At Large Seat

Vacant, representing At Large Seat

Vacant, representing At Large Seat

John Naimo, Auditor-Controller, County of Los Angeles

Joseph Kelly, Interim Treasurer and Tax Collector, County of Los Angeles



I. CALL TO ORDER

II. ANNOUNCE QUORUM – Roll Call

Interim Chair Culp made an acknowledgement that a quorum was present.

III. APPROVAL OF MINUTES (1)

1. November 13, 2014 – Special Meeting Minutes.

Interim Chair Culp asked for a motion to approve, Alternate Board Member Jose Santome motioned first, seconded by Alternate Board Member MacArthur. The Board's consensus was unanimous.

Ayes 10: Brence, Walker, Alexander, Huber, Everett, MacArthur, Farfan, Bundesen, Fruhwirth and Santome

MOTION APPROVED.

IV. CONSENT CALENDAR – (None)

V. REPORTS (1-4)

2. Finance Committee Report – No Report
3. Director's Report – Pat Mallon

Executive Director Pat Mallon provided an update on the Funding Plan. As directed by your Board at your last meeting, I have contacted each of the 10 cities that have "Opted-Out" of the LA-RICS Authority. To date, no city has requested reinstatement to membership. One has requested written information relative to that potential. That information has been provided to Azusa. One of the contract cities responded by stating that their city contracts for all services from law enforcement to fire to public works. All communications required within the city are done via commercial cellular providers and there is no need for their participation in the Authority. He added that many of the neighboring contract cities are considering the same option. Cities located in the South Bay area responded that they are part of the South Bay Regional Communication Center, which supplies them with Land Mobile Radio services. Although the cities did receive information relative to the extended Opt-Out period, most Chiefs of Police are reportedly resolved to continue with the RCC and will not participate in LA-RICS. Calls to other cities have gone unreturned. As previously reported, the City of El Segundo City Council approved their Opt-Out in August. We received formal notice of that action this week.



In regards to the NTIA site status, we have 5 members of the Federal BTOP team who are visiting LA-RICS for a project update. On December 3, 2014, we provided them with an overview of the project from a construction schedule and outreach perspective. Today, we will cover the financial aspects of the project. From the NTIA office, Mr. Scott Woods, Sr. Communications Program Specialist, Mr. Chris Holt, Federal Program Officer, Ms. Aimee Meacham, Federal Program Services Director, from the NOAA Office, Mr. Larry Jenkins, and Ms. Andrea Mack, Grants Management Specialist.

In regards to the LTE site status, we have 145 sites with fully executed Site Access Agreements, plus another 5 awaiting final paperwork for signature. Agenda Item No. 6 on today's agenda is presented for discussion on the status of all LTE sites.

In regards to Environmental documentation, we are continuing to submit the required packages by site to the State Historical Planning Office (SHPO). To date, we have completed the Form 620 process on 175 sites. 163 submissions have been approved with 12 pending SHPO action. Documentation to NTIA has been submitted for 13 Sites requesting exemption from the SHPO process. Documentation for 10 sites are nearing completion, 5 are ready to go this week, plus another 2 to 3 possible sites are awaiting site data from Motorola. The remainder of sites (approximately 33), including sites dropped at city requests are pending a route modification through NTIA or a Supplemental Environmental Process.

In regards to the LTE contract status, this week, 2 Notices to Proceed (NTP) were issued, one for the Redundant Core to be installed at the L.A. City Valley Dispatch Center along with associated equipment and the second for purchase of eNodeBs and site equipment for 75 additional sites. This amounts to the approval of site equipment for a total of 150 sites. The total LTE contract value stands at \$178,196,575 through Amendment No. 6. Amendment No. 6 has increased the total contract value by \$2,613,300. There has been no change to the Term of the Contract.

As previously reported, the LA County Firefighter's Union recently sent a message to their membership and to other unions objecting to the siting of cellular installations at fire stations. LA-RICS staff and our technical consultants are committed to support the outreach effort to all service unions. One such meeting is occurring at this moment with the Vernon City Fire Union. We have one other outreach meeting scheduled for tomorrow with the County Fire Union, Local 1014.

Mr. Woods from NTIA would like to provide some comments at the conclusion of this meeting during the Public Comment Period.

Interim Chair Culp asked Mr. Woods if he would like to come up now and speak.



Mr. Scott Wood stated, we have members of the Federal Team both National Telecommunications Information Administration and BTOP Office as well as from the NOAA Grants Office, also here. Our primary focus is to meet with the Authority staff, Jacobs, Motorola, and some of the stakeholders to ensure it is moving along appropriately. Also, to itemize the Federal support for this project and to let people here at ground level know they have people in Washington DC who are assisting to move this project forward. We had a detailed review of all the plans yesterday, all the Outreach, all the deployment, and technical aspects. We are very pleased with the deployment plans. With that said, there still is a lot of work that needs to be done. The number one thing is time. The award ends September 30, 2015. All the grants activity has to be completed. There remains a lot of work that needs to be done. We are happy with the results of the plans that we reviewed yesterday. We think that there is a wonderful team in place on behalf of the Authority, Jacobs, Motorola, and other staff put together and we are very happy with that. The plans are great but the plans need to be executed. We will be monitoring the results and participating in weekly calls, monthly follow-ups and this will not be the last time Federal staff will be here to monitor progress. As we move forward to the first quarter in 2015, it is important to show progress to the higher ups in Washington DC and make it easier for everyone. We must be on time and on budget. We will get more into the financial aspects and review sites that are under construction and inform Washington DC of the progress. We believe that there is a great team and that folks communicate well. I look forward to working with LA City and LA County. Thank you for allowing me to address you this morning.

Interim Chair Culp acknowledged support from our colleagues at the NTIA and NOAA Offices. Without you this project could not happen and we are well aware of our deadlines to make your job easier in Washington DC. This project is an innovative project and not everyone can see the value until it goes live. We are going forward to meet our deadlines.

Alternate Board Member MacArthur, asked that Mehrdad from the City team be included on the weekly conference calls, to allow the City to meet deadlines and to make sure we are doing everything required of us. Executive Director Mallon confirmed that City representatives were welcome to participate.

Executive Director Mallon stated that in regards to the LMR current status, there has been no change to the status of the LMR contract since the last meeting. There has been some progress with respect to the LMR project as a whole. As previously reported, we have installed LMR equipment at 3 sites for the 700 MHz system and 5 sites for the T-Band system. System optimization of these sites began on November 3, 2014, and is proceeding well and the system will be available for demonstration purposes in the near future. We are considering options relating to activating the system for public safety operations within the next few months. Pursuit of Site Access Agreements for the LMR system will begin shortly.



In referencing the LMR Environmental Process, the Jacobs Team is moving forward with assembling the EIR for the LMR project. They are completing the requisite biological and historical site assessments. We are working with FEMA to determine if categorical exclusions can be granted for certain sites.

The contract value for the LMR contract, through Amendment No. 9 which was approved by your Board at the November 13, 2014, is \$291,745,675, including 15 years of maintenance. There has been no change to the contract term.

In regards to the Election of At Large Seats, your Board approved the beginning of that process at your October meeting. Nominations Forms will be sent to all member agencies by close of business on December 4, 2014. The process calls for the submission of nominations to be complete by February 5, 2015. Ballots will be issued to member cities by March 5, 2015; final call for ballots will be at 9:00 a.m., on April 2, 2015, at your Board meeting.

4. Project Manager's Report – Pat Mallon

The Jacobs Project Management Report and Motorola Monthly Report are included in your package as Agenda Item No. 4

5. Grant Status Report – Pat Mallon

There has been no change to the grant status since your last meeting.

VI. DISCUSSION ITEMS (6)

6. Status of Site Access Agreements with Member Agencies

Executive Director Mallon stated that we need to provide Motorola with a final list of sites that need to be included. We have number of sites where the City has asked us to drop them. There are also a number of sites within Cities where we are unable to obtain a commitment. We have communicated with staff from the City of Glendale the day before yesterday and they were going to take it to the City Manager for a decision. They have five sites. The City of Hawthorne has two sites, which we must classify as very doubtful. I did have a conversation with the City Manager from Pomona. The Pomona sites are very important because of County Fire provided services. These sites are important even if the Police Departments do not want to participate. I did provide additional information to Ms. Lowry from the City of Pomona, and she going to take it to her City Council. I have not heard anything further from her. We also have some cities that are very doubtful. Redondo Beach has a couple of sites. We need to send letters to the cities to get the final list.



Interim Chair Culp, asked Executive Director Mallon when do you expect to get the final list? Executive Director Mallon replied, once we formally drop the sites we would have it by mid-next week. It really is unfortunate because when we look at the map of the coverage, we can see holes in the coverage. There are five sites in Pomona and five sites in Glendale, each of which creates a hole.

Board Member Alexander asked to clarify if it is the LTE, data only sites, but which will have voice communication. Executive Director Mallon stated yes, that is correct. Our LTE coverage is based on a standard. The standard is PDA (level worn on the hip, like a cell phone). We plan to use vehicle mounted routers with an antenna that goes on top of the police car or fire truck. To an extent, with the roof mounted equipment, we will have better coverage than the minimum standard specified.

Board Member Alexander stated that there are about six communities near La-Canada Flintridge that have made decisions to not allow LA-RICS use of their sites, which concerns me. In these instances, will you be rolling out sites on wheels? Executive Director Mallon stated that we do have two sites on wheels. If we do have a situation in La Canada Flintridge, we will roll it out and will have connection via satellite in your city even if we do not have coverage from ground installations.

Alternate Board Member Santome asked if within the scope design, if there is lack coverage, will we have a repeater system to bounce the signals off the vehicles? Instead of using the roll outs (site on wheels)?

Executive Director Mallon stated, we do have portable eNodeBs that are in a backpack that will connect via satellite. I do not know the capabilities of these packs. The sites on wheels consist of a trailer to be setup on site with up to 100 feet mast to blanket that area. As the cellular industry changes technology, we know of their micro cells that are on top of telephone poles. But that will depend on evolution of technology and dollars to bring them to the system. I do not know if any repeater type device offers improved data communications from vehicle to vehicle. We have to check on that and will get back to you next month.

VII. ADMINISTRATIVE MATTERS (7)

7. APPROVE THE 2015 SCHEDULE OF LA-RICS BOARD REGULAR MEETINGS

It is recommended that your Board:

Approve the 2015 Schedule of LA-RICS Board Regular Meetings and Application For Use of Facilities Agreement with the City of Los Angeles for the continued



use of the Grace E. Simons Lodge for this Board's Regular Meetings, located at 1025 Elysian Park Drive, Los Angeles, CA 90012.

Attachment: Item 7

Board Member Alexander called for an amendment to change Tuesday, July 7, 2015 to Thursday, July 9, 2015. Interim Chair Culp asked for a motion to approve, Board Member Chidester motioned first, seconded by Alternate Board Member MacArthur. The Board's consensus was unanimous.

Ayes 10: Culp, Walker, Alexander, Huber, Everett, MacArthur, Farfan, Bundesen, Fruhwirth and Santome

MOTION APPROVED.

VIII. MISCELLANEOUS – (None)

IX. PUBLIC COMMENTS – (None)

X. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE BOARD (NONE)

XI. ADJOURNMENT and NEXT MEETING:

Interim Chair Culp announced adjournment of this meeting. The Board's consensus was unanimous. The next Board Meeting will take place on Thursday, January 8, 2015, at 9:00 a.m., at the Grace E. Simons Lodge.

Los Angeles Regional Interoperable Communications System

PROJECT DESCRIPTION

Events of 9-11-01 have highlighted the need for first responders to be able to communicate with each other. Emergency communications primarily address local jurisdictional needs. Most agencies utilize separate radio towers and equipment, often co-located as seen here, and separate radio frequencies.

Currently, there is duplication of costs and first responders cannot communicate with each other. Many legacy systems around the County are obsolete and well beyond their useful life. The LA-RICS Project Vision is to construct, own, operate, and maintain a regional, interoperable public safety radio system. The program will establish a County-wide public safety wireless voice and data radio system for all first and secondary responders. Existing radio frequencies will be pooled and the current infrastructure utilized wherever practical. New FCC licensed broadband spectrum will be utilized.

Design, construction, and deployment of two County-wide systems (1) Land Mobile Radio (LMR) voice network will utilize a pool of 88 existing communications sites and (2) Long Term Evolution (LTE) broadband data network will utilize a pool of 231 existing communications sites. Both systems will comply with CEQA and NEPA standards.

Project and Construction Management Services will provide network, infrastructure, project, and advisory services across 5 program phases for each of the LMR and LTE projects:

- Phase 1 - System design
- Phase 2 - Site construction and modification
- Phase 3 - Supply telecommunication system components
- Phase 4 - Telecommunications system implementation
- Phase 5 - Telecommunications system maintenance

Location:

2525 Corporate Place, Suite 100
Monterey Park, CA 91754

Authority:

Los Angeles Regional Interoperable
Communications System

Management:

LA-RICS Project Team

Consultant:

Jacobs Program Management Company

Communications Vendor:

LMR - Motorola Solutions, Inc.

LTE - Motorola Solutions, Inc.



Monthly Report No. 33

For December, 2014

Submitted December 23, 2014

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PROGRAM DASHBOARD

CATEGORY	RATING	CHANGE	COMMENTS
Safety	●	No Change	
Quality	●	No Change	
Schedule	●	No Change	Grant funding at risk
Cost/Budget	●	No Change	
Risk	●	No Change	
Project Staffing	●	No Change	

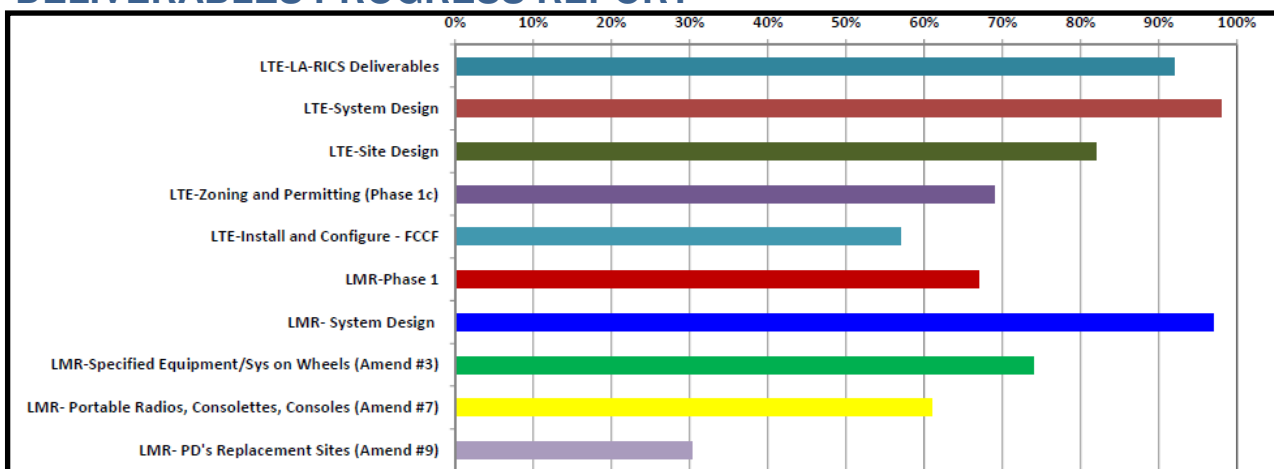
RISK REGISTER

TITLE	ASSIGNED TO	STATUS	IMPACT	CATEGORY	CREATED DATE	DUE DATE
700 MHZ	Pat Mallon	Active	High	Category 1	07/26/2012	09/06/2012
Potential loss of grant funding	Pat Mallon	Active	High	Category 1	08/29/2012	10/04/2012
Environmental requirements for LTE sites used in the LMR RFP	Nancy Yang	Active	Medium	Category 1	09/18/2012	
Execute LMR & LTE site use agreements	Nancy Yang	Active	Medium	Category 1	09/18/2012	

ACTIVITIES STATUS

ITEM	STATUS	DUE DATE
LTE LA-RICS DELIVERABLES	IN PROGRESS	JANUARY, 2015
LTE SYSTEM DESIGN	IN PROGRESS	DECEMBER, 2014
LTE SITE DESIGN	IN PROGRESS	FEBRUARY, 2015
LTE ZONING AND PERMITTING (PHASE 1C)	IN PROGRESS	JUNE, 2015
LTE INSTALLATION AND CONFIGURE - FCCF	IN PROGRESS	FEBRUARY, 2015
LMR PHASE 1	IN PROGRESS	AUGUST, 2015
LMR SYSTEM DESIGN	RECEIVED	DECEMBER, 2014
LMR SPECIFIED EQUIPMENT/SYS ON WHEELS (AMEN #3)	IN PROGRESS	APRIL, 2015
LMR PORTABLE RADIOS, CONSOLETTES, CONSOLES (AMEND #7)	IN PROGRESS	MAY, 2015
LMR PD's REPLACEMENT SITES (AMEND #9)	IN PROGRESS	JANUARY, 2015

DELIVERABLES PROGRESS REPORT



LA-RICS MASTER CALENDAR

January 2015 (Proposed)						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 0800 – Site Zoning Mtg 1030 – Weekly Pre-Construction Outreach Mtg	2	3
4	5 1300 – Internal LTE System Design Meeting 1400 – LTE System Design & Site Meeting w/MSI	6 0900 – WESM Mtg 1000 – LMR Weekly Site & System Design Mtg	7 0800 – Weekly LTE Backhaul Mtg	8 0900 JPA Bod Mtg 0800 – Site Zoning Mtg 1030 – Weekly Pre-Construction Outreach Mtg	9	10
11	12 1300 – Internal LTE System Design Meeting 1400 – LTE System Design & Site Meeting w/MSI	13 0900 – WESM Mtg 1000 – LMR Weekly Site & System Design Mtg	14 0800 – Weekly LTE Backhaul Mtg	15 0800 – Site Zoning Mtg 1030 – Weekly Pre-Construction Outreach Mtg	16	17
18	19 1300 – Internal LTE System Design Meeting 1400 – LTE System Design & Site Meeting w/MSI	20 0900 – WESM Mtg 1000 – LMR Weekly Site & System Design Mtg	21 0800 – Weekly LTE Backhaul Mtg	22 0800 – Site Zoning Mtg 1030 – Weekly Pre-Construction Outreach Mtg	23	24
25	26 1300 – Internal LTE System Design Meeting 1400 – LTE System Design & Site Meeting w/MSI	27 0900 – WESM Mtg 1000 – LMR Weekly Site & System Design Mtg	28 0800 – Weekly LTE Backhaul Mtg	29	30	31

LTE TECHNOLOGY UPDATES

- **LMR/LTE Shared Site Activities**
 - Finalized review of all shared sites
 - Finalized locations of all shared sites
 - Continued Microwave discussion for LMR/LTE shared sites
- Received initial drafts of the following Documents:
 - Microwave licensing status docs
 - Microwave links related to PCN process
 - FCC form 601 filings
 - Backhaul 15 links
- Revised drafts of the following Design Documents Authority under review:
 - LA City Fiber interface -VLAN document revisions
- Ongoing installation activities of the primary LTE Core at FCCF
- Issuance of NTP 11 for transitor Equipment at FCCF and LAPDVDC as well as a Redundant EPC at LAPDVDC
- Issuance of NTP 12 for LTE equipment for 75 sites
- Ongoing IMS activities
- Ongoing backhaul design activities incorporating existing Microwave and fiber networks for backhaul inclusion.
- Ongoing Weekly LTE System Design and Site Development Meetings
- Ongoing LTE project reports received weekly/monthly
 - Weekly Status Report
 - Monthly Status Reports
 - Integrated Master Schedule (IMS)

LMR TECHNOLOGY UPDATES

- **LMR/LTE Shared Site Activities**
 - Finalized review of all shared sites
 - Finalized locations of all shared sites
- Ongoing Weekly LMR System Design and Site Development Meetings
- Ongoing Early Deployment engineering
 - Site by site review and resolution of punch-list items
 - Preparation of Acceptance Test Plans
- Review of Design Review Document Package (completed Oct. 24):
 - System Management and Monitoring Subsystem
 - DTVRS
 - ACVRS
 - LARTCS
 - NMDN
 - Console Design
 - Logging Recorder
 - Cutover Plan
 - Backhaul
 - DTVRS CATP
 - Preliminary Intermodulation and Interference Study
- Ongoing FCC Licensing Meeting
 - Discussion of path forward for all licensing Issues
 - 700 MHz planning and submission for the Reserved Channels
 - T-Band intermodulation analysis and frequency plan
- Ongoing LMR project reports received weekly monthly:
 - Weekly Status Report
 - Monthly Status Report
 - Integrated Master Schedule (IMS)
 - Site Analysis and Inclusion of USFS Sites

LTE SITES/CIVIL DELIVERABLES

- Provided weekly reports & spreadsheets to NTIA
- Review of Motorola IMS, provided status
- Reviewed site sketches, routed to stakeholders, consolidated comments, and resolved issues for transmittal to Motorola
- Release of site for 1A surveys
- Coordinated and/or attended 1A surveys
- Reviewed Geotechnical Investigation Logistic Plans
- Coordinated and attended geotechnical investigations
- Reviewed/approved 50% and 90% CDs
- Coordinated plan check efforts
- Provided sample Exhibit A to support City of Los Angeles, and Independent City SAA activities
- Provided exhibits A & B to CEO RED for acquisition of Site Access Agreements
- Coordination for qualified Abatement Industrial Hygienist visits to sites
- Developed of Back-haul site Project Descriptions
- Continued outreach to independent cities not fully committed to LA-RICS, alternate sites
- Provided oversight for VDC and FCCF activities
- Developed and produced RFQs, supported change order negotiations
- Coordinated and attended pre-construction meetings
- Assisted with shared site coordination
- Observed construction activities
- Submitted administrative draft of the U.S. Army Corps of Engineers EA for Site LAFD088 to Corps reviewers and discussed Corps comments with Corps personnel
- Commenced development of public draft document
- Received concurrence from NTIA regarding exemption of 13 sites from the FCC Form 620/621 SHPO submission process
- Completed submission of the 184 FCC 620/621 forms to SHPO
- Participated in meetings with NTIA to discuss supplemental EA and route modification work ahead
- Commenced analyzing supplemental sites for NEPA, NHPA, coastal zone and Endangered Species Act applicability
- Completed digitizing "EA Appendix B" and NTIA EHP forms for use in supplemental environmental analysis
- Submitted route modification packages to NTIA through Grants Online for 32 LTE sites.
- Commenced development of the supplemental EA

LMR SITES/CIVIL DELIVERABLES

- Reviewed Motorola's IMS, provided status
- Coordinated with US Forest Service
- Assisted the outreach team with information/spreadsheet materials
- Provided site information for EIR
- Provided oversight for VDC and FCCF activities
- Developed and produced RFQs
- Assisted early construction initiative
- Assisted shared site coordination
- Continued cultural resources site visits. Have visited 29 sites
- Evaluated and recommended 26 sites for possible CEQA statutory exemption for consideration by Board
- Prepared the Notices of Exemption for the 26 CEQA exempt sites
- Identified and began evaluation of another 22 sites for possible CEQA statutory exemption
- Attended teleconferences with LA City Mayor's Office Staff and FEMA personnel to discuss cultural resource requirements
- Prepared the consultation letter and attachments for FEMA to submit to SHPO and a draft letter for FEMA to submit to USFWS. Initiated drafts of additional consultation letters to NMFS and tribes for FEMA
- Drafted EIR table of contents, thresholds of significance, and resource analysis methodologies for review
- Set up the FCC 620/621 preparation process for the LMR sites

Activity ID	Activity Name	Start	Finish	Total Float	% Complete	2013		2014				2015				2016				2017				2018				2019					
						Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
LA-RICS MSI LMR Integrated Master Schedule (IMS) Replan						28.Nov.18, LA-RICS MSI																											
Phase 1 - LMR System Design						03.Aug.15, Phase 1 - LMR System Design																											
LMR_389	Authority LMR Project start / Contract Signed	28.Aug.13 A			100%	◆ Authority LMR Project start / Contract Signed																											
LMR_390	Notice to Proceed Phase 1	09.Sep.13 A			100%	◆ Notice to Proceed Phase 1																											
Project Management Plan						23.Dec.13 A, Project Management Plan																											
LA-RICS Deliverables						28.Jan.15, LA-RICS Deliverables																											
LA-RICS Provides Access to Core Sites						18.Mar.14 A, LA-RICS Provides Access to Core Sites																											
Early Shipment						10.Dec.14 A, Early Shipment																											
Amendment 3 - Specified Equipment Shipment and System on Wheels						20.Apr.15, Amendment 3 - Specified Equipment Shipment and System on Wheels																											
Amendment 4 - Station B Equipment						01.May.15, Amendment 4 - Station B Equipment																											
Integration of SOW and STB						09.Jun.14 A, Integration of SOW and STB																											
Amendment 5 - VDC Core 2 Deployment						06.May.14 A, Amendment 5 - VDC Core 2 Deployment																											
Amendment 7 - Portable Radio Equipment, Consolettes, & Consoles						01.May.15, Amendment 7 - Portable Radio Equipment, Consolettes, & Consoles																											
Amendment 8 - Portable Radios and Radio Accessories						22.Sep.14 A, Amendment 8 - Portable Radios and Radio Accessories																											
Project Description Preparation						06.Dec.13 A, Project Description Preparation																											
Amendment 9 - Project Descriptions for 26 potential replacement sites						20.Jan.15, Amendment 9 - Project Descriptions for 26 potential replacement sites																											
Environmental Review						26.Jun.15, Environmental Review																											
Design Review						03.Aug.15, Design Review																											
Phase 1a - Licensing Process						01.Jul.15, Phase 1a - Licensing Process																											
LMR_1548	FCC Licensing Processing	01.Jul.15	01.Jul.15	298	0%	01.Jul.15, FCC Licensing Processing																											
LMR_1549	B.1.6 FCC License and Application Forms - FCC Licenses Granted		01.Jul.15	299	0%	◆ 01.Jul.15, B.1.6 FCC License and Application Forms - FCC Licenses Granted																											
LMR_1547	License Preparation	01.Jul.15*	01.Jul.15	298	0%	01.Jul.15, License Preparation																											
Phase 1b - Submit Required Permits & Approvals						08.Oct.15, Phase 1b - Submit Required Permits & Approvals																											
Zoning Permit						22.Sep.15, Zoning Permit																											
Building Permits						08.Oct.15, Building Permits																											
Receive Permit Approvals						08.Oct.15, Receive Permit Approvals																											
Phase 2 - Site Construction and Site Modification						15.Sep.16, Phase 2 - Site Construction and Site Modification																											
LMR_1855	Notice to Proceed Phase 2 Received for Materials		26.Jun.15	-161	0%	◆ 26.Jun.15, Notice to Proceed Phase 2 Received for Materials																											
LMR_1856	Notice to Proceed Phase 2 Received for Sites		26.Jun.15	-131	0%	◆ 26.Jun.15, Notice to Proceed Phase 2 Received for Sites																											
Notice to Proceed Phase 2 for Sites (Broken out by Site #)						15.Oct.15, Notice to Proceed Phase 2 for Sites (Broken out by Site #)																											
Site Construction Materails						22.Oct.15, Site Construction Materails																											
Site Build / Modiifcations						15.Sep.16, Site Build / Modiifcations																											
Phase 3 - Supply LMR System Components						02.May.16, Phase 3 - Supply LMR System Components																											
LMR_6425	B.1.6 FCC Licensing	01.Jul.15	01.Jul.15	298	0%	01.Jul.15, B.1.6 FCC Licensing																											
LMR_3893	Notice to Proceed Phase 3		03.Aug.15	-176	0%	◆ 03.Aug.15, Notice to Proceed Phase 3																											
LMR_6800	B.3.9 System Management and Monitoring Subsystem	28.Dec.15	28.Dec.15	566	0%	28.Dec.15, B.3.9 System Management and Monitoring Subsystem																											
Manufacturing / Staging / Site Development and Test						02.May.16, Manufacturing / Staging / Site Development and Test																											
Phase 4 - LMR System Implementation						28.Nov.18, Phase 4 - LMR																											
LMR_6805	B.4.1.1.1.7 System Management and Monitoring Subsystem		28.Dec.15	566	0%	◆ 28.Dec.15, B.4.1.1.1.7 System Management and Monitoring Subsystem																											
LMR_3921	Notice to Proceed Phase 4		15.Jan.16	-150	0%	◆ 15.Jan.16, Notice to Proceed Phase 4																											
RF Emission Safety Report						10.Jun.15, RF Emission Safety Report																											
Implementation & Testing						22.Nov.17, Implementation & Testing																											
Warranty - 12 months						28.Nov.18, Warranty - 12																											
Phase 5 - LMR System Maintenance						28.Nov.18, Phase 5 - LMR																											

Activity ID	Activity Name	Start	Finish	Total Float	% Complete	2014					2015				2016	
						Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
LA-RICS Public Safety Broadband Network (PSBN)						14.Aug.15, LA-RICS Public Safety Broadband Network										
LA-RICS PSBN Project						14.Aug.15, LA-RICS PSBN Project										
LTE_1000	LA-RICS LTE Project start / Contract Signed	06.Mar.14 A			100%	◆ LA-RICS LTE Project start / Contract Signed										
Phase 1 - System Design						17.Feb.15, Phase 1 - System Design										
LTE_1010	Notice to Proceed # 1	10.Mar.14 A			100%	◆ Notice to Proceed # 1										
LTE_54780	1.1 : Project Kickoff Meeting	12.Mar.14 A	12.Mar.14 A		100%											
LA-RICS Deliverables						12.Jan.15, LA-RICS Deliverables										
Project Management Plan						12.Jun.14 A, Project Management Plan										
System Design						17.Feb.15, System Design										
RF Emission Report						15.Jul.14 A, RF Emission Report										
Project Description Review						14.Nov.14 A, Project Description Review										
Site Design Activities						17.Feb.15, Site Design Activities										
System Design Activities						17.Dec.14, System Design Activities										
System Design Review						22.Dec.14, System Design Review										
Phase 1a - Acceptance Test Plan Development						06.Feb.15, Phase 1a - Acceptance Test Plan Development										
Phase 1b - Frequency Licensing						30.Dec.14, Phase 1b - Frequency Licensing										
Phase 1c - Zoning and Permitting						25.Jun.15, Phase 1c - Zoning and Permitting										
Los Angeles County						25.Jun.15, Los Angeles County										
Los Angeles County Fire Dept						25.Jun.15, Los Angeles County Fire Dept										
Los Angeles Sheriff Dept						27.May.15, Los Angeles Sheriff Dept										
Los Angeles County Other						12.Jun.15, Los Angeles County Other										
Los Angeles City						12.Jun.15, Los Angeles City										
Los Angeles City Fire Dept						22.Apr.15, Los Angeles City Fire Dept										
Los Angeles Police Dept						11.May.15, Los Angeles Police Dept										
Los Angeles City Other						12.Jun.15, Los Angeles City Other										
Independent Cities						22.Jun.15, Independent Cities										
Phase 1d - Order Processing						26.Jan.15, Phase 1d - Order Processing										
Phase 2 - Site Construction and Site Modification						28.Jul.15, Phase 2 - Site Construction and Site Modification										
Phase 3 - Supply PSBN Components						06.Apr.15, Phase 3 - Supply PSBN Components										
Phase 4 - System Implementation						14.Aug.15, Phase 4 - System Implementation										
LTE_54275	Notice to Proceed # 4		15.Dec.14	4	0%	◆ 15.Dec.14, Notice to Proceed # 4										
LTE EPC (Core) Install & Configuration - FCCF						27.Feb.15, LTE EPC (Core) Install & Configuration - FCCF										
Network Operations Center (NOC) Installation & Configuration						05.Mar.15, Network Operations Center (NOC) Installation & Configuration										
Special Operations Test (SOT) Staging						07.Apr.15, Special Operations Test (SOT) Staging										
Implementation						17.Jul.15, Implementation										
System Test						14.Aug.15, System Test										
Training						13.Aug.15, Training										
Overall Project Closeout						14.Aug.15, Overall Project Closeout										
Phase 5 - Warranty and Maintenance						14.Aug.15, Phase 5 - Warranty and Maintenance										



Monthly Report #16

Reporting Period: 11/17/14 thru 12/12/14

**Los Angeles Regional Interoperable Communications
System (LA-RICS) - Land Mobile Radio System**

Motorola Solutions, Inc.



MOTOROLA SOLUTIONS

AGENDA ITEM D

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1. Executive Summary

The Los Angeles Regional Interoperable Communications System Land Mobile Radio (LA-RICS LMR) program consists of the following five (5) phases; Phase 1 LMR System Design, Phase 2 LMR Site Construction and Site Modification, Phase 3 Supply LMR System Components, Phase 4 LMR System Implementation, and Phase 5 LMR System Maintenance. Phases 1-4 span over a five (5) year period which includes one (1) year of system warranty. Phase 5 provides the Authority with fifteen (15) one year options for Motorola to provide system monitoring and maintenance services.

The LA-RICS LMR program is currently in Phase 1 LMR System Design. Notices-To-Proceed numbers 1 through 9 have been issued authorizing distinct work for system Design services, the design and implementation of the initial deployment of the LMR system elements termed “Early Equipment”, “Specified Equipment and System on Wheels”, and “Station B Equipment”, “Frequency Licensing”, “UPS System”, and “Portable Radios, Consolettes and Consoles”, “Portable Radio Equipment” and “Project Descriptions”.

The Authority issued Amendment 9 on November 16, 2014 which was for completing “Project Descriptions” for 26 additional sites. These sites are to be included in the supplemental Environmental report. The 26 sites are possible replacement sites for some of the sites that may be removed from the original list of sites.

Motorola and the Authority continue working with the United States Forrest Service (USFS) to explore the possibility of using USFS sites to enhance coverage in the Angeles Forrest.






This month’s report for the LA-RICS LMR program covers the reporting period from **11/17/14** through **12/12/14**. As of this reporting period Phase 1 LMR System Design is 67% complete. Associated Phase 1 tasks include A&E, Frequency Coordination (begins after final site confirmation), Site Access Agreements and Environmental Review which are currently in progress. These tasks are separate from the RF system design tasks. Once the Site Access Agreements and the Environmental Impact Report (EIR) process are complete, there will be a true up of the actual final site configuration for the LMR system. The primary Phase 1 activities for this period include:

- **LMR System Design (97% Complete)**
The LMR System Design is a compilation of documents that will define the architecture, functionality and performance of all of the subsystems that make up the LMR system. It includes all aspects of the system including performance criteria, reliability levels and testing procedures. System Design activities for this period included frequency identification and planning, evaluation of site parameter changes, development of subsystem architecture, and submittal of revised drafts sections of subsystem functional operations. A final set of site parameters have been selected to complete the coverage design process. The Authority provided comments on the Design Review documents to Motorola on October 24, 2014. Motorola provided updates and a response to the Authority’s comments on the LMR System Design on 11/26/14.
- **Test Plan Development (100% Complete)**
Acceptance Test Plans are a part of the LMR System Design deliverable. The test plans outline the test criteria and procedures that will be conducted during the implementation phase. The test plans are designed to demonstrate system functionality and system requirements. The test

plans were delivered along with the LMR System Design documents. As part of the LMR System Design review process the Test Plans will be updated upon receipt of the comments from the Authority.

- **LA-RICS Deliverables - Authority Site Access Agreements**
 Authority’s efforts to develop and execute the applicable Site Access Agreements for the required sites in the LMR design. This task also includes access to the sites that will host the system’s core switching network. Even though no agreements have been executed the Authority has made continued progress with the Member Agencies to finalize Site Access Agreements. This activity is primarily being driven by the Authority’s Outreach Program. With the change of this activity from a task to a milestone it is no longer measuring progress and therefore we only show 0% or 100% complete for each Site Agreement.

The following table provides a dashboard snapshot of the projects’ health signs.

LMR Project Dashboard			
Category	Rating	Change	Comments
Schedule			EIR milestones have been incorporated into the schedule which impacted the start of construction.
Quality			No quality issues to report
Risk			Risk items have been identified regarding; Spectrum, Site Access Agreements, Site Conditions, and Environmental Process
Scope			Potential scope impacts based on existing site conditions
Budget			Currently within budget

2. Project Status

The following sections identify task activities during the reporting period and the planned activities for the next reporting period.

2.1 Tasks In Progress or Completed

The following depict the task activity that occurred during the current reporting period.

Activity Name	Activity Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreement	In Process
NEPA FONSI	In Process
CEQA Notice of Determination	In Process
Design Review	
Motorola Updates Authority Comments and resubmits	Completed
Project Descriptions	
Develop 26 Project Descriptions for Alternative Sites	In Process

2.2 Tasks Planned for Next Period (12/15/14 thru 1/16/15)

The following depict the task activity that is planned for the next reporting period.

Activity Name	Planned Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreement	On Going
Access to Core Sites	On Going
NEPA FONSI / CEQA Notice of Determination	On Going
Environmental Review & Documentation (Authority)	
Environmental Consultant Initiates CEQA & EHP/NEPA Analysis	On Going
Prepare Preliminary Draft EHP/NEPA Form	On Going
Prepare EIR	On Going
Design Review	
Review and approve design review documents	On Plan to Finish
Motorola Continues to Assist Authority with Site Selection	On Plan to Finish
Project Descriptions	
Complete 26 Project Descriptions for Alternative Sites	On Plan to Finish

2.3 Authority Look-Ahead Tasks (120-Day)

For the Authority planning purposes the following table provides a one hundred twenty (120) Day look-ahead of the Authority-specific activities to conduct coordination, inspections, approvals, consents, and or provide decisions necessary from the Authority to facilitate Contractor's progress.

Activity Name	Start
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreement	09-Sep-13 A
LA-RICS Provides Access to Core Sites	18-Sep-13 A
NEPA FONSI / CEQA Notice of Determination	On Going
Environmental Review & Documentation (Authority)	
CEQA Exemption Applicability & Eligibility Screening & Assessment	On Going
Environmental Consultant Performs CEQA Environmental Review & Prepares Draft CEQA Determination	On Going
Lead Agency CEQA Determination	On Going
Consult Federal Agency and Prepare Draft NEPA Document	On Going
Prepare NEPA Document	On Going
Submit Final EHP & NEPA Document	On Going
Federal Lead Agency NEPA Determination	On Going
Complete Project Description for 26 Potential Sites	In Process
Start work on the sites authorized in Amendment 9	On Plan to Start
Design Review	
Review and approve design review documents	On Plan to Finish
Authority Reviews, Approves and Provides Comments on the LMR System Design	On Plan to Finish
Submit for LA-RICS Review & Approval + Sign Building Application (Initial Sites)	13-Feb-15

Activity Name	Start
Phase 1b Submit Required Permits and Approvals See Environmental Review & Documentation tasks above	On Going

3. Project Risk Register

Title	Assigned	Impact	Risk Description	Status
Site Condition Changes	Authority	High	Site condition differences from RFP to current condition may impact ability to implement planned installations and delay or require changes to LMR design (e.g. coverage, backhaul, etc.)	Active
Environmental Process	Authority	High	The individual or collective determination of environmental impacts or mitigations may impact site work or even site viability.	Active
Site Access Agreements	Authority	High	Lease holders approvals are needed in order to implement LA-RICS improvements at sites.	Active
Spectrum Availability, 700 MHz	Authority	High	Lack of frequencies may impact coverage and/or site viability, necessitating design changes.	Active

4. Areas of Concern

This section describes any events and or circumstances of which the Contractor is aware that has delayed or may delay project activities and what corrective or remedial actions was taken or will be taken to resolve the issue. Outstanding Issues Log (the "Oil Log") entries are also tabulated and monitored in this section. "Oil Log" items include, for example, sequencing, infrastructure, site access, coordination issues, congestion of workers and equipment, time requirements for design, procurement, and installation.

ID	Event / Circumstance	Remedial Action Taken or Required
02-01	Construction of Some Sites	Authority determination if construction of some sites can be expedited in 2014.
02-02	System Design impacts due to changes in site conditions	Motorola and the Authority have analyzed probable site changes and suitable site replacement candidates. Adjusted tower heights at some of the sites may impact the coverage.
05-01	Impacts of filing Environmental Impact Report	MSI incorporated the EIR milestones into the project schedule which impacted the start of construction. MSI and Authority to continue with project schedule impact analysis to pull in project activities to improve revised project plan.

5. Disputes and Claims

This section describes any disputes, potential claims, and claims made during the reporting period.

Dispute / Claim / Potential Claim	Status / Actions	Resolution Date
None to report this period		

6. Financial Status

The following represents the invoice payments that were completed during the reporting period and the remaining amount to be invoiced and paid.

Invoice Payment Category	Invoice Payment Totals
Contract Sum Full Payable Amount (Phase 1)	\$ 40,275,735
Cumulative Invoice Payments from Last Report	\$ 34,832,452
Total Invoice Payments This Period	\$ 0
Remaining Amount to be Paid	\$ 5,443,283

7. LA-RICS Master Schedule

An executive view depicting the status of the primary activities is provided on the following page.

LMR Phase 1 Executive Summary





Monthly Report - #10

Reporting Period: 11/17/14 thru 12/12/14

**Los Angeles Regional Interoperable Communications
System (LA-RICS) – Public Safety Broadband Network**

Motorola Solutions, Inc.



MOTOROLA SOLUTIONS

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1. Executive Summary

The Los Angeles Regional Interoperable Communications System - Public Safety Broadband Network (LA-RICS PSBN) project is a 700 MHz Long Term Evolution (LTE) public safety mobile broadband network that will provide broadband services across the County of Los Angeles for the Authority's Member Agencies.

The LA-RICS Authority was awarded a Comprehensive Community Infrastructure (CCI) Broadband Technology Opportunity Program (BTOP) grant by Department of Commerce's National Telecommunications and Information Administration (NTIA) to deploy the LA-RICS PSBN system. The BTOP grant program requires that the LA-RICS PSBN system be compatible with the future Nationwide Public Safety Broadband Network (NPSBN) currently being designed and developed by FirstNet, an independent authority within the NTIA. Additionally the Authority executed a Spectrum Manager Lease Agreement (SMLA) with FirstNet for spectrum usage rights to operate on the 700 MHz public safety broadband spectrum (D-Block). The LA-RICS-PSBN system provides the Authority with the opportunity to work cooperatively with FirstNet, while participating in testing and providing input in what will ultimately form the National Public Safety Broadband Network (NPSBN).

The LA-RICS PSBN program consists of the following five (5) phases; Phase 1 PSBN System Design, Phase 2 PSBN Site Construction and Site Modification, Phase 3 Supply PSBN Components, Phase 4 PSBN System Implementation, and Phase 5 PSBN Maintenance. Phases 1-4 must be completed and accepted by August 15, 2015 to be in compliance the BTOP grant program. Phase 5 provides the Authority with the first five (5) years of one year options for Motorola to provide system monitoring and maintenance services.

On March 10, 2014 the Authority issued **NTP 1** authorizing Motorola to begin all work in Phase 1 for System Design services. Phase 1 primary activities include:

- LA-RICS Deliverables
- Project Management Plans
- System Design
- Site Design
- RF Emissions Report
- Inventory and Management System

On April 7, 2014 the Authority issued **NTP 2** for **Amendment 2** to add detailed design services to Phase 1 for Additive Alternate No. 1, a Home Subscriber Server (HSS), and Additive Alternate No. 2, a Redundant Evolved Packet Core (EPC).

On June 20, 2014 the Authority issued **Amendment 3** to exercise the Unilateral Options for all Work pertaining to Phase 2, Site Construction and Site Modification, and Phase 3, Supply PSBN Components.

On June 20, 2014 the Authority issued **NTP 3** to begin limited work related to Phase 2 and Phase 3. Microwave equipment was excluded from NTP 3 until the Authority approves the backhaul design and issues a separate NTP. NTP 3 also authorized Motorola to proceed with all planning and non-site mobilization work related to Phase 2, Site Construction and Site Modification, however, no construction work at a specific project site location will be conducted until the Authority has received all required NEPA and/or any other applicable Federal and State Environmental approvals for each specific location.

On July 10, 2014 the Board of Directors approved **Amendment 4** for Phase 2, Site Construction and Site Modification, and Phase 3, Supply PSBN Components of Additive Alternate No. 1, a Home Subscriber Server (HSS) and Additive Alternative No. 2, a Redundant Evolved Packet Core (EPC).

On September 8, 2014 the Authority issued **NTP 4** to proceed with work related to Phase 3 Supply PSBN Components for Additive Alternate No. 1, a Home Subscriber Server (HSS). Phases 2 and 4 were excluded from NTP 4 as they relate to Additive Alternative No. 1. Per NTP 4, authorization to design and purchase the HSS have been issued but installation and implementation have been excluded.

On September 17, 2014 the Authority issued **NTP 5** authorizing Motorola to proceed with Work related to Site Construction and Site Modification under Phase 2 for Additive Alternate No. 1, Home Subscriber Server (HSS). With respect to Phase 2, Site Construction and Site Modification, the services to be performed for Additive Alternate No. 1 involve minor site preparation activities in order to receive applicable equipment racks within the existing communications rooms at the Fire Command and Control Facility.

On September 25, 2014 the Authority issued **NTP 6** authorizing Motorola to proceed with ordering 40 additional standard equipment packages. As of NTP 6, Motorola is not authorized to proceed with ordering any equipment that is dependent on final design approval from the Authority, including for microwave and backhaul, until such time as the Authority has approved the final design for such sites and issues an NTP. The final site and backhaul design will be completed within 60 days of the Authority finalizing site locations and tower configurations.

On September 26, 2014 the Authority issued **NTP 7** authorizing Motorola to proceed with Phase 4, PSBN Implementation Work. The work related to the installation of the Primary EPC at FCCF consists of installing, optimizing, testing, commissioning, and deploying all of the Authority-authorized portion of the PSBN including, without limitation, all hardware, software, physical and network infrastructure, data, and all other deliverables and other work necessary to implement the full functionality of the PSBN and training staff on the use of the PSBN. NTP 7 excludes installation of the System Management Monitoring Servers (SMMS - the servers required to manage and monitor the PSBN).

On October 1, 2014 the Authority approved **Amendment 6** for the removal of three (3) PSBN Sites and to make the changes necessary to reflect the replacement of undisguised antenna support structures to disguised antenna support structures at 32 PSBN Sites. Amendment 6 increases the Maximum Contract Sum by \$2,613,300 from \$175,583,275 to \$178,196,575.

On October 10, 2014 the Authority issued **NTP 8** authorizing Motorola to modify the existing order of 40 sites contemplated in NTP No. 6 (standard antenna support structures - 70 foot undisguised monopoles) to order 40 sites worth of equipment considering any mix of antenna support structures (undisguised and/or disguised, with disguised antenna support structures limited to 31 sites pursuant to Amendment No. 6) that Motorola deems necessary to commence construction activities. As of this NTP, construction activities remain prohibited pending the Authority receiving FONSI and SHPO approvals.

On October 22, 2014 the Authority issued **NTP 9** authorizing Motorola to proceed with all Phase 4 Work related to the installation of the System Management and Monitoring Subsystem (SMMS) at the County of Los Angeles' Fire Department's Fire Command and Control Facility (FCCF). The NTP included the statement: "Motorola Solutions has agreed to provide a fully geo-redundant SMMS configuration (to begin implementation in November, 2015)." Motorola provided clarification that the agreement was

still under negotiation for cost and schedule delivery and that the deployment of the geo-redundant SMMS was predicated on the NTP for the redundant Evolved Packet Core (EPC).

On November 4, 2014 the Authority issued **NTP 10** authorizing Motorola to begin construction on 94 sites provided within the NTP.

On December 2, 2014 the Authority issued **NTP 11** authorizing Motorola to proceed with all Work necessary for ordering and installing site routers and core routers at FCCF, LAPDVDC, and all sites for Phase 3, Supply PSBN Components. NTP also authorized Motorola to proceed with all Work related to Phase 3 for Additive Alternate 2 Redundant EPC to be located at LAPDVDC.

On December 2, 2014 Authority issued **NTP 12**, authorizing Motorola to proceed with ordering an additional 75 PSBN Sites worth of standard equipment, such as antenna support structures Evolved Packet Core (EPC) components, eNodeB components, antennas, and associated accessories for all sites that are not dependent on final design approval. Additionally, Motorola is authorized to proceed with the ordering of all Work related to Phase 3, Supply PSBN Components, and Phase 4, PSBN Implementation, for TMR Cabinets and TMR battery backup components for 75 PSBN Sites.

This report covers the period of time from **11/17/14** through **12/12/14**. The overall project completion date remains at 8/14/15. However, scope modifications will be required to maintain this completion date. Day for day reductions to the schedules back-end tasks will be necessary to offset the delays in receiving Site Access Agreements, Right of Entry agreements, SHPO approvals, NTIA Finding of No Significant Impact (FONSI), Zoning Exemptions and Zoning approvals. Schedule reduction tasks that will be impacted include: Special Operations Test, Stress Test, Staging, Wide Area Tuning, KPI Testing, ATPs, Training, and Coverage Testing. Some of these tasks may have to be eliminated while other tests may have to be reduced in scope. The schedule provided during this reporting period is considered a Recovery Schedule and includes adjustments to many of these task durations.

PHASE 1

Phase 1 consists of LA-RICS Deliverables, Project Management Plans, and System Design and is 82% complete as of this period.

The primary Phase 1 activities for this period include:

- **LA-RICS Deliverables (92% Complete)**
Tasks that are currently in process with the Authority: City of Los Angeles Site Access Agreement, Independent cities ROE, SHPO site approvals, NEPA FONSI clearance, Independent Site Access Agreements, Site Selection, Tower Selection, and Tower Locations.

The following activities for this period are a part of the System Design summary task:

- **Site Design Activities (82% Complete)**
Activities for this task include site walks, site surveys, and geotechnical/geological site surveying authorization. As of this reporting period 252 sites have been walked to identify potential equipment locations. The total number of site walks will exceed the original 232 site list due to several site changes. 7 sites were added for microwave design feasibility and are now part of the overall site count. Sketches of each site have been created to identify primary and alternate locations for the placement of towers, cabinets, and generators. 251 sketches have been delivered

to the Authority for review and a total of 213 sketches have been approved. Upon completion of a site sketch approval, a site survey is conducted. 202 sites have been surveyed as of this reporting period. 10 sites are on hold for design work pending outreach. 37 sites have been declared removed. 16 sites have been declared for potential removal. 13 sites are at new locations and will start the design process from the beginning. To date, over 97 sites have Authority requested changes to the Antenna Support Structure. Final Site Design cannot be completed until the Authority has all Sites and Antenna Support Structures identified.

Site access approvals and/or Right of Entry agreements are required to perform site walks and site surveys for the remaining sites consisting of Independent Cities' facilities and specified County properties that require parcel owner agreements. State Historical Preservation Office (SHPO) approval is required prior to conducting any geotechnical/geological site surveying work. The geotechnical survey is required to develop a tower foundation design prior to obtaining a building permit.

- **System Design Activities (98% Complete)**
Core system design is 100% complete. The Inventory Management Subsystem Design is on a separate development track which is 100% complete as of this period. The backhaul system remains at 90% complete due to continued fluctuations in site selection and finalization.
- **System Design Review (97% Complete)**
System Design Review consists of the submittal and presentation of the detailed design and the incorporation of Authority edits. The primary system detail design was submitted and the official design review was completed. 100% completion of System Design Review cannot be completed until the Authority has provided final approval to all Sites and Towers. This has been delayed by the extension of the opt-in period and multiple tower changes requested as a result of agency outreach.

The following are the summary tasks that are a part of the overall program but are not linked under Phase 1 in the schedule:

- **Zoning and Permitting (Phase 1c) (69% Complete)**
Activities for this task include the FAA Determination findings, Geotechnical/Geological site surveying reports, Construction Drawings, Zoning package submittals and Building Permit package submittals. As of this reporting period 234 sites have been reviewed for FAA determination. The count exceeds the original 232 due to changes in tower locations. Of these 234: 27 sites are inactive, 107 have valid determinations, and 3 sites are determined as Obstruction or potential hazard. 97 of the 234 sites have been re-determined with the updated 1A survey coordinates. 106 geotechnical/geological surveys and reports have been started with 58 remaining. 52 sites do not require the survey due to the use of an existing structure. 55 Construction Drawings have been submitted to the Building Permit jurisdictions of City of LA and LA County. Nineteen permits were received as of this reporting period.

PHASE 2

The primary Phase 2 effort for this period included construction starting at one site, and preparation for construction starting at 6 additional sites to begin in December.






PHASE 3

The primary Phase 3 efforts for this period included procurement of the Additive Alternative #2, Redundant EPC Core, and initiation activities for an additional 75 sites (150 Total) of telecommunication equipment (eNodeB). Activities this period also included initiation of procurement of site/core routers and TMR cabinets and TMR battery backup components.

PHASE 4

The Phase 4 effort for this period included the installation of the Primary Core, HSS, and SMMS at FCCF. A test LTE base station, eNodeB (eNB), was installed at the FCCF facility and was integrated to the Primary Core (EPC). Using the Primary Core and test eNB station, the first batch of data test calls was concluded successfully.

The following table provides a dashboard snapshot of the projects' health signs.

PSBN Project Dashboard			
Category	Rating	Change	Comments
Schedule			Tight schedule to meet BTOP grant program deadline
Quality			No quality items to report
Risk			Final Site Selection and Tower Types are delaying Design Completion
Scope			Disguised towers and site changes
Budget			Currently within budget

2. Project Status

The following sections identify task activities during the reporting period and the planned activities for the next reporting period.

2.1 Tasks In-Progress and Completed

The following depict the task activity that occurred during the current reporting period.

Activity Name	Activity Status
LA-RICS Deliverables	
Site Access Agreements & Right of Entry Permits	In Progress
Provide Access and Escort Schedule to EPC and RAN Sites	In Progress
SHPO Submittal and Approvals	In Progress
Zoning and Permitting Outreach	In Progress
System Design Activities	
Site Network Design Update With Comments	In Progress

Activity Name	Activity Status
Backhaul Design	In Review
Network Management System Design Update With Comments	In Progress
Develop Asset & Inventory Management Hierarchy	Complete
Project Description Review	Complete
Site Design Activities	
Site Walk	In Progress
Site Sketch Development	In Progress
Site Sketch Approvals	In Progress
Site Surveys (1A)	In Progress
Zoning & Permitting	
FAA Determination	In Progress
Geotechnical Surveys	In Progress
Construction Drawings	In Progress
Site Construction & Site Modification (Phase 2)	
Manufacturing Civil Equipment for 35 Sites (Monopoles, Generators, Misc Materials)	Complete
Ordering Civil Equipment for 40 Sites (Monopoles, Generators, Misc Materials)	Complete
Ordering Civil Equipment for 75 Sites (Monopoles, Generators, Misc Materials)	Started
Construction Start at LAC048	Started
Supply PSBN Components (Phase 3)	
Order Third Batch of 75 Sites	In Progress
Prepare Backhaul Equipment BOM	In Progress
Redundant EPC (Additive Alternate #2)	Started
System Implementation (Phase 4)	
LTE EPC Install & Configuration / Test Station (eNB)	In Progress

2.2 Tasks Planned for Next Period (12/15/14 thru 01/16/15)

The following depict the task activities that are planned for the next reporting period.

Activity Name	Planned Status
LA-RICS Deliverables	
Provide Access to Sites	In Progress
Right of Entry Agreements	In Progress
Authority Approvals for Surveys and Geotechnical Studies	In Progress
Site Access Agreements	In Progress
SHPO Submittal and Approvals	In Progress
Zoning and Permitting Outreach	In Progress
Construction Inspections	Start
System Design Activities	
Incorporate Authority Comments	In Progress
System Design Review & Approval	In Progress

Activity Name	Planned Status
Site Design Activities	
Site Walk	In Progress
Site Sketch Development	In Progress
Site Sketch Approvals	In Progress
Site Surveys (1A)	In Progress
Zoning Package Development and Review	In Progress
Zoning and Permitting	
FAA Determination	In Progress
Geotechnical Survey Reports	In Progress
Zoning Package Submittal and Approval	In Progress
Site Construction and Site Modification (Phase 2)	
Manufacturing Civil Equipment for 40 Sites (Monopoles, Generators, Misc Materials)	In Progress
Site Modification – 35 Telecommunications Sites	Start
Supply PSBN Components (Phase 3)	
Equipment for Third Batch of 75 Sites	Start
Review Backhaul Equipment BOM	In Progress
Redundant EPC (Additive Alternate #2)	On Plan to Finish
NTP for Additional Telecommunications Sites	In Progress
System Implementation (Phase 4)	
LTE EPC Install & Configuration	In Progress
First Batch of 8 Sites	Start

2.3 Authority Look-Ahead Tasks (120-Day)

For the Authority planning purposes the following table provides a one hundred twenty (120) Day look-ahead of the Authority-specific activities to conduct coordination, inspections, approvals, consents, and or provide decisions necessary from the Authority to facilitate Contractor's progress.

Activity Name	Start
LA-RICS Deliverables	
Provide Access to Sites	On Going
Right of Entry Agreements	On Going
SHPO Submittal and Approval	On Going
Site Access Agreements	On Going
System Design Activities	
Review Submitted Changes to System Design	On Plan to Finish
Acceptance Test Plan	
ATP Review and Approvals	On Plan to Finish
Site Design Activities	
Site Walk Escorts	On Plan to Finish
Site Sketch Approvals	On Plan to Finish

Activity Name	Start
Authority Approvals for Site Surveys and Geotechnical Studies	On Plan to Finish
Disguised Tower Determination	On Plan to Finish
Zoning Package Review and Approval	On Going
Zoning and Permitting	
Zoning Package Submittal and Approval	On Going
Construction Package Review and Approval	On Going
Building Permit Submittal and Approval	On Going
Site Construction and Site Modification (Phase 2)	
Notice to Proceed Civil Construction Services for City of Los Angeles Sites	On Plan to Finish
Site Inspections	Start
Supply PSBN Components (Phase 3)	
Inventory PSBN Components	Start
System Implementation (Phase 4)	
EPC & Network Management Installation Testing	Start

3. Project Risk Register

For this monthly report, the following items are at risk.

Title	Assigned	Impact	Risk Description	Status
Equipment Order NTPs	LA-RICS	High	Equipment delivery times are now exceeding the construction schedule	Resolved for 150 Sites
Construction NTPs	LA-RICS	High	NTPs for construction at identified sites not lining up with construction schedule could impact schedule	Resolved for 93 Sites
Permit Submittals	Motorola	Medium	Schedule compression caused by site delays will eventually result in a large surge to the permitting backlog.	In Process
Independent City Participation & Site Changes	LA-RICS	High	Site location changes are delaying the backhaul design completion	In Process

4. Areas of Concern

This section describes any events and or circumstances of which the Contractor is aware that has delayed or may delay project activities and what corrective or remedial actions was taken or will be taken to resolve the issue. Outstanding Issues Log (the “OIL Log”) entries are also tabulated and monitored in this section. “Oil Log” items include, for example, sequencing, infrastructure, site access, coordination issues, congestion of workers and equipment, time requirements for design, procurement, and installation.

ID	Event / Circumstance	Remedial Action Taken or Required
03-01	SHPO	Currently, there are only 163 sites with SHPO clearance and 13 additional sites have exemption status. Action required by SHPO.
06-01	Fiber Connectivity	Supplemental EA and Route Modifications are required to bring fiber to sites not connected with microwave. Motorola to submit supplemental fiber options for the Authority's consideration. Authority to process grant changes based on selected fiber solution.
07-03	Sites Undecided, On Hold, or Pending Change	Sites that do not have approved site sketches, 1A surveys completed, or are not cleared for Geotechnical boring as of this reporting period will be implemented beyond the period for System Tuning and Testing. The schedule for this period reflects the testing to be performed for the remaining at risk sites.
10-01	Inadequate Commercial Power at Sites	New commercial utility service power designs have been requested from the Power Companies
10-02	Commercial Power Designs Require Work Outside of the Polygon	Authority Environmental Staff to review EA and submit modifications as necessary.
10-03	Unforeseen Costs Due to Tower Placement Selections	Subcontractors to submit Notices of Change for review at weekly Change Control Board meeting

5. Disputes and Claims

This section describes any disputes, potential claims, and claims made during the reporting period.

Dispute / Claim / Potential Claim	Status / Actions	Resolution Date
Requirement for Geo Redundant SMMS	Requirement is being reviewed by Authority and Motorola	TBD
Responsibility for Commercial Power at Sites with Inadequate Power	Requirement is being reviewed by Authority and Motorola	TBD

6. Financial Status

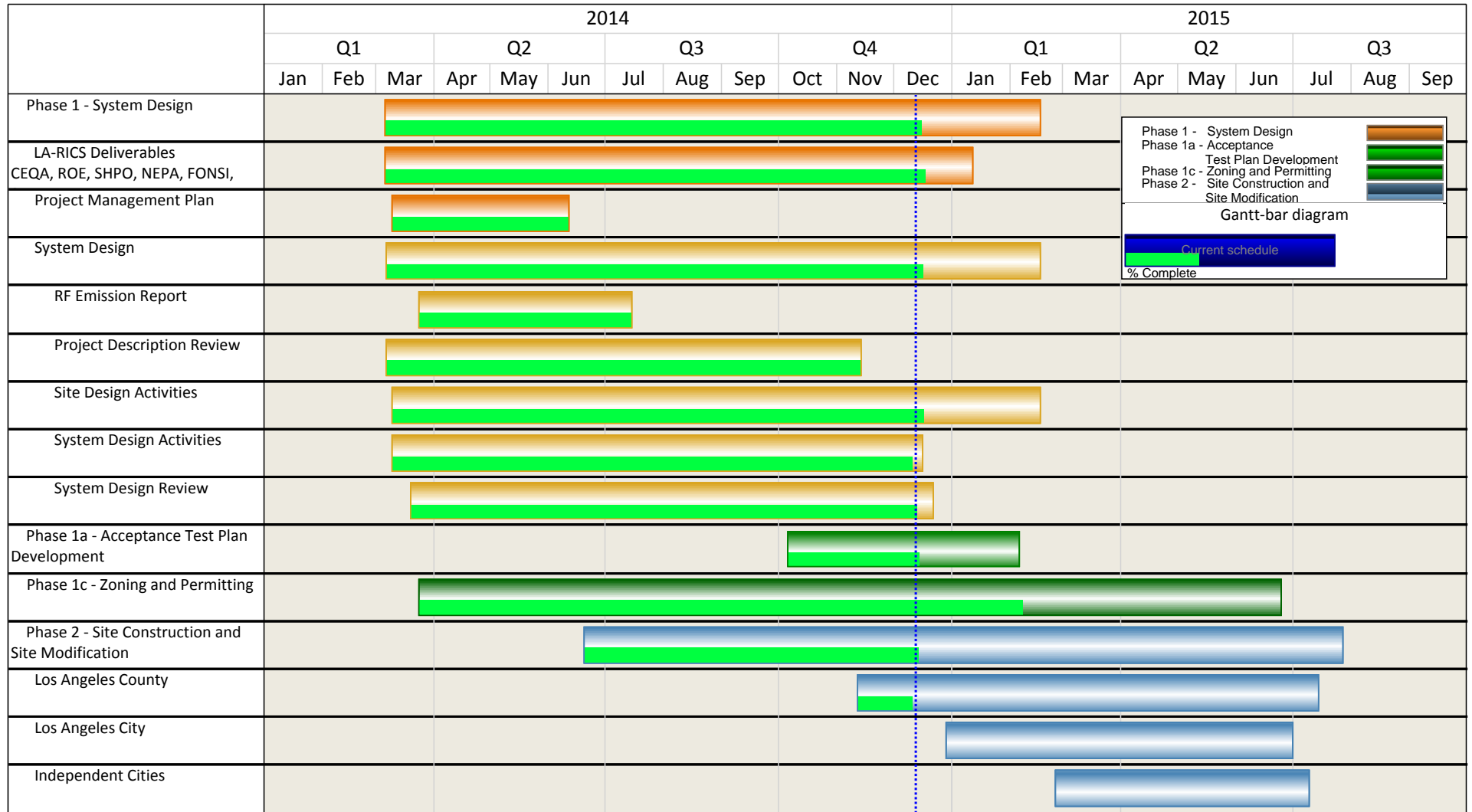
The following represents the invoice payments that were completed during the reporting period and the remaining amount to be invoiced and paid. On April 7, 2014 the Authority issued a Notice To Proceed (NTP) for Amendment 2 to add detailed design services to Phase 1 for Additive Alternate 1 – Home Subscriber Server (HSS) and Additive Alternate 2 –Redundant Evolved Packet Core (EPC). Amendment 2 raised Phase 1 by \$395,044 for a total of \$16,435,292. On June 20, 2014, NTP 3 for Amendment 3 to add the applicable sites and scope for Phase 2 Site Construction and Site Modification and Phase 3 Supply PSBN Components. The contract value for Phases 2 and 3 less the excluded scope is raised by \$85,937,344 for a total value of \$102,372,636. On July 10, 2014, Amendment 4 was approved by the Board of Directors to include Phases 2 & 3 for Additive Alternate 1 & 2. Amendment 4 raised the Contract Sum total to \$111,370,663. On September 17, 2014, Amendment 5 was approved and converts \$1,184,562 into Contract Sum, bringing the new total to \$112,555,225. On October 1, 2014, Amendment 6 was issued to remove three sites and modify the antenna structures at 32 sites. Amendment 6 increased the Contract Sum by \$2,613,300. The new total as of this reporting period is \$115,168,525. The contract value for NTPs 7-12 will be finalized upon final site selection and determination of disguised monopoles. Once a finalized a site list has determined a revised contract value based on the authorized NTPs will be updated and provided in the monthly report.

PSBN Invoice Payment Category	Invoice Payment Totals
PSBN Contract Sum Full Payable Amount (Phases 1, 2 &3)	\$ 115,168,525
Cumulative Invoice Payments from Last Report	(\$ 2,420,314)
Total Invoice Payments This Period	(\$ 0)
Remaining Amount to be Paid	\$ 112,748,211

7. LA-RICS PSBN Project Schedule

The following Executive View depicts the status of the primary activities.

LA-RICS PSBN Phases 1 and 2 Executive Summary



LA-RICS PSBN Executive Summary

Snapshot Date: 12/13/2014

Motorola Solutions, Inc



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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PATRICK J. MALLON
EXECUTIVE DIRECTOR

January 8, 2015

TO: LA-RICS AUTHORITY BOARD OF DIRECTORS

FROM: PATRICK J. MALLON
EXECUTIVE DIRECTOR

STATUS OF SITE ACCESS AGREEMENTS WITH MEMBER AGENCIES

As mentioned in my monthly Director's Report from the meeting of December 4, 2014, there are several cities that have either directly requested that their sites be removed from consideration or have been slow to respond to our request for execution of PSBN LTE Site Access Agreements.

It is now imperative that we provide Motorola with the exact number and location of PSBN sites in order for them to finalize system design including the back haul configuration. Our inability to execute or complete negotiations on the Site Access Agreements with these cities inhibits Motorola's ability to finalize system design.

At your February meeting, we will be formally requesting approval of a deductive Change Order for sites whose owner cities have requested their removal. The 21 sites listed below must be removed from the PSBN System Design with no further action relative to site construction:

Bell (1)
El Segundo (1)
Hermosa Beach (1)
Long Beach (6)
Manhattan Beach (1)
Monrovia (2)
Montebello (2)
Torrance (4)
West Covina (2)
Downey (1)

AGENDA ITEM F

Further, we have had very little success in moving the Site Access Agreement process forward on 17 additional sites. If positive progress remains elusive within the next month, the following sites will be included in recommended action for a deductive Change Order:

Bell Gardens (1)
Glendale (5)
Hawthorne (2)
Pomona (5)
Trial Courts of California (4)

Lastly, there are 17 other sites where incremental progress has been made on the Site Access Agreements. We will provide further information on those specific sites at your February meeting as well.

To allow for further discussion, additional information is shown on the enclosed matrix.

PJM:wst

Enclosure

Fully Executed SAA	# of Sites
--------------------	------------

Arcadia	1
Azusa	1
Industry	1
Claremont	1
Gardena	1
County of Los Angeles	91
City of Los Angeles	50
La Habra	2
Vernon	2
Total	150

Fully Approved SAA / City Council Date	# of Sites	CC Date
--	------------	---------

*Compton-Pending resolved RF issues with FD	2	1/27
*El Monte-Pending Signature	1	11/12
*Covina-Pending Site Plan	2	1/20
*Diamond Bar- Need CUP and supp EA	1	2/17
Monterey Park- Need planning approval	1	TBD
*Burbank-Pending Site Plan	1	1/27
LADWP	3	
LAWA	4	
LA Port	1	
*Baldwin Park	1	2/4
County of Los Angeles-Pending Signature	9	
Total	26	

*LA-RICS Board has already approved Site Access Agreements

Cities that are actively working on Approving the SAA	# of Sites	Forecasted CC Date
---	------------	--------------------

Beverly Hills	1	1/20
Cerritos	1	1/29
Culver City	1	1/28
Gardena	1	1/20
Inglewood	2	1/27
Long Beach	4	?
Pasadena	2	2/23
Redondo Beach	2	2/24
Santa Fe Springs	2	1/27
Santa Monica	1	2/24
Total	17	

Sites that are doubtful/questionable		
# of Sites		Issues

1	Bell Garden	Internal City review in progress
5	Glendale	Internal City review in progress
2	Hawthorne	No response from the city manager, Mike Goodson
5	Pomona	Internal City review in progress
4	Trial Courts of California Sites	State RE rep, Theresa Dunn, not responding
17	Total	

Sites that have dropped at the owner's request		
# of Sites		Issues

1	Bell	City has sent email stating they no longer wish to pursue SAA
1	El Segundo	City not replying to Tom
1	Hermosa Beach	City has confirmed that they no longer wish to pursue SAA
6	Long Beach	City has stated that these sites are inconsistent with the neighborhood aesthetics
1	Manhattan Beach	City has sent email stating they no longer wish to pursue SAA
2	Monrovia	City letter dated 10/23 states withdrawal of both sites
2	Montebello	City letter dated 10/23, no longer wishes to continue with LARICS project
4	Torrance	City has sent email stating they no longer wish to pursue SAA
2	West Covina	City has sent email stating they no longer wish to pursue SAA
1	Downey	City has sent email stating they no longer wish to pursue SAA
21	Total	



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PATRICK J. MALLON
EXECUTIVE DIRECTOR

January 8, 2015

TO: LA-RICS AUTHORITY BOARD OF DIRECTORS

FROM: PATRICK J. MALLON
EXECUTIVE DIRECTOR

A handwritten signature in blue ink, appearing to read "Patrick J. Mallon", is written over the printed name and title.

STATUS OF MEMBERSHIP OPT-OUT AND IMPACT ON FUNDING PLAN

The purpose of this discussion item is to update your Board on the number of member agencies that have opted-out of the LA-RICS Membership to date, and corresponding impact on the Adopted Funding Plan.

To allow for further discussion, this information is shown on the enclosed matrix.

PJM:SOC:pl

Enclosure

AGENDA ITEM G

Member Agencies who have Opted Out

Member Agencies		% of Cost Allocation
City of Azusa Date of Withdrawal: 07/23/14		
Explanation of Withdrawal of Membership	<p>Police Chief Gonzalez and City Manager Makshanoff in a memo to the City Council stated that the cost to the City of Azusa for use of the LA-RICS system by the Los Angeles County Fire Department has not yet been published. Due to the method of calculation (i.e., ½ of Azusa square mileage and ½ of Azusa population being attributed to Azusa Police use of LA-RICS system; the other ½ of population and ½ of square mileage attributed to fire department use) it is anticipated that the Fire Department will incur an amount equal to that indicated for Police Services. Accordingly, it is anticipated that the Los Angeles County Fire Department will pass through to the City of Azusa the amounts equal to the above annual costs for police radio service, however, that has not yet been determined. The value of Azusa's assets (e.g., antennas, antenna sites and radio frequencies) has not yet been established by LA-RICS; however, the required Hard Match annual contribution has been set as \$3,563.</p> <p>At this time the Chief of Police does not believe it is in the best financial, technical and operational interest of the City of Azusa to remain a member of LA-RICS, thus is recommending withdrawal from the LA-RICS JPA. If the city chooses to join LA-RICS at a later time, it may do so, but the cost for doing so has not yet been determined.</p>	0.223%
City of Burbank Date of Withdrawal: 08/20/2014		
Explanation of Withdrawal of Membership	No reason cited in letter of withdrawal.	0.798%
City of Calabasas Date of Withdrawal: 06/11/14		
Explanation of Withdrawal of Membership	City Manager Anthony Coroalles provided a letter indicating the City's withdrawal from LA-RICS; however, no official documentation was provided to the City Council. A phone call was placed to the City Manager regarding when the City Council took formal action and the reasons for withdrawing from LA-RICS.	0.053%

Member Agencies		% of Cost Allocation
City of El Segundo Date of Withdrawal: 8/19/2014		
Explanation of Withdrawal of Membership	No reason cited in letter of withdrawal.	0.171%
City of Gardena Date of Withdrawal: 07/15/14		
Explanation of Withdrawal of Membership	Police Chief Ed Medrano of Gardena in his Staff Report to City Council stated that while supportive of LA-RICS, City staff has determined that it is not in the best financial, technical and operational interest of the City at this juncture to remain a member of LA-RICS without having a clearer understanding of the costs, service level and overall viability of the system over a fifteen to thirty-year horizon.	0.223%
City of Glendale Date of Withdrawal: 07/24/14		
Explanation of Withdrawal of Membership	City Manager Scott Ochoa in his Staff Report to City Council provided an analysis of LA-RICS and Glendale needs and determined that an attractive feature of the LA-RICS system is that it increases the coverage area of local agencies to a Los Angeles Countywide radio system. However, Glendale radio users currently have such capabilities through its partnership with other agencies in the Interagency Communications Interoperability System (ICIS), which has operated as a JPA since 2003. Of note, it was recently verified that there is a technology integration path between the ICIS and LA-RICS network, contained within the LA-RICS vendor contract which allows full interoperability between both radio networks. Of significant importance, is the LA-RICS LTE grant requirement that services be offered to non-member agencies of the JPA on a subscription basis. As host city of the ICIS radio system, Glendale is compelled by the ICIS JPA to provide its members 24 months advance notice of its intent to separate from the JPA. Of late, ICIS has been approached by many independent cities expressing interest in joining the JPA, with the City of Santa Monica submitting a formal letter of intent to join. Based on the foregoing, at this time staff does not believe it is in the best financial, technical and operational interest of the City of Glendale to remain a member of LA-RICS, thus it is recommending withdrawal from the LA-RICS JPA.	1.431%

AGENDA ITEM G – ENCLOSURE

Member Agencies		% of Cost Allocation
City of Hermosa Beach Date of Withdrawal: 10/27/2014		
Explanation of Withdrawal of Membership	Verbal notice given via telephone conversation. Pending written notice of withdrawal.	0.12%
City of Manhattan Beach Date of Withdrawal: 09/30/2014		
Explanation of Withdrawal of Membership	No reason cited in letter of withdrawal.	0.237%
City of Palos Verdes Estates Date of Withdrawal: 05/27/14		
Explanation of Withdrawal of Membership	Resolution No. R14-21 states that LA-RICS has not determined the specific and actual cost that the City of Palos Verdes Estates will be required to pay for the LMR and LTE as part of the City's continued membership in the LA-RICS JPA and the City has determined that it would not be in the best interests of the City to participate in a program where neither the short-term or long-term cost to be incurred by the City have been fully defined.	0.084%
City of Pomona Date of Withdrawal: 06/17/14		
Explanation of Withdrawal of Membership	The Chief of Police in his Staff Report to City Council stated that he does not believe that cost and other issues related to remaining in LA-RICS for use by the Pomona Police Department is beneficial to the City and that the participation in LA-RICS is beneficial to the City of Pomona.	0.643%

AGENDA ITEM G – ENCLOSURE

Member Agencies	% of Cost Allocation	
City of Torrance Date of Withdrawal: 06/19/14		
Explanation of Withdrawal of Membership	<p>City Manager LeRoy Jackson in his Staff Report to City Council stated that there are a lot of unknowns to the LA-RICS system. The first two unknowns are: what are we buying and how much will it cost? The LTE Broadband system will require immediate contributions in order to meet the 10% grant matching fund requirement for the unknown system. He also stated that it is important to note that LA-RICS would only provide the "backbone" system for both the LMR and LTE systems. Equipment to operate on the system would still be the responsibility of individual member agencies and would require cities to purchase equipment that is compatible with the LA-RICS system. Torrance has estimated this to be a substantial investment. The City Manager believes that the South Bay region currently has a functioning interoperable safety communication system. There is a possibility of enhancing the current system by interfacing with Interagency Communication Interoperability System (ICIS). ICIS has a Joint Powers Agreement with sixteen cities including Burbank, Pasadena, Glendale, Pomona, Culver City, Beverly Hills, and many San Gabriel Valley cities. His report also included information that if Torrance withdraws from LA-RICS, we would still need to seek membership or subscription to the LMR system; however, since the funding plan has been modified to eliminate the replacement fund, there would appear to be no penalty. Therefore, it is the conclusion of the City Manager that the City of Torrance should submit a letter of withdrawal to LA-RICS.</p>	1.055%
Total Percentage Allocated to Opt Out Members	5.04%	

AGENDA ITEM G – ENCLOSURE



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PATRICK J. MALLON
EXECUTIVE DIRECTOR

SENT CORRESPONDENCE BY:
E-MAIL

January 8, 2015

TO: LA-RICS AUTHORITY BOARD OF DIRECTORS

FROM: PATRICK J. MALLON
EXECUTIVE DIRECTOR

STATUS OF SITE ACCESS AGREEMENTS AND COVERAGE IMPACTS

At the December 4, 2014, Board of Directors' meeting, Alternate Board Member Santome requested additional information relating to coverage solutions included in the Public Safety Broadband Network (PSBN) contract for coverage deficiencies resulting from failure to commit sites via site access agreements.

First, it is important to recognize that the contractual requirements for coverage are based on use of hand-held portable devices. If vehicle based mobile devices become the norm, these devices will have improved coverage whereby the loss of sites may not result in loss of service in those areas. In addition, because the LTE data rates "scale", it is possible that acceptable lower levels of data can be secured in those areas. In other words, the resultant system may provide adequate service to public safety in that area without any augmentation.

In the event that there is a coverage hole, Chief Santome asked about using "repeaters." LA-RICS asked for such a device in its RFP, however, Motorola Solutions and their LTE equipment provider, Ericsson, cannot support this solution. That would be the ideal solution as it would provide a substantial range increase. Absent that option, there are several possible solutions to secure service in the event of insufficient PSBN coverage:

- **Wi-Fi Routers:** A Wi-Fi signal in the vehicle can provide some additional coverage, probably on the order of a few hundred yards. We are working with vendors to better understand how we may be able to leverage this additional coverage, perhaps even "daisy chaining" the signals.

AGENDA ITEM H

- **Modified Antenna System:** At the scene of an incident, a crew could use a directional antenna or even a mast to secure a better signal from the PSBN.
- **Commercial Coverage:** The Wi-Fi routers are also equipped with commercial modems to leverage the commercial network.
- **Portable Systems:** These portable systems in a box can provide service nearly anywhere via satellite “backhaul”.

The best solution will depend on the scenario we are trying to resolve. LA-RICS will continue to work with both our infrastructure vendor, Motorola, and the subscriber device vendors to identify the ideal solution. In the meantime, we would like to begin a dialog with the technical team of Chief Santome and others to better understand the requirements and how the various potential solutions may suit your needs. In addition, we will work with Motorola to identify solutions to mitigate any loss of sites from the design.

As site access agreements are secured, and the System Design is finalized, the team will consider coverage impacts resulting from the final design and return with a recommendation to purchase one of the options, or portion of an option, if deemed necessary/critical.

PJM



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PATRICK J. MALLON
EXECUTIVE DIRECTOR

January 8, 2015

Board of Directors
Los Angeles Regional Interoperable Communications System ("LA-RICS") Authority
(the "Authority")

Dear Directors:

APPROVE SITE ACCESS AGREEMENTS WITH THE COUNTY OF LOS ANGELES

SUBJECT

Board approval is requested to delegate authority to the Executive Director to finalize and execute substantially similar in form, one or more Site Access Agreements with the County of Los Angeles for the Land Mobile Radio (LMR) System.

RECOMMENDED ACTION:

It is recommended that your Board:

1. Find that the approval and execution of the Site Access Agreements by the LA-RICS Authority does not result in any change to the activities previously authorized at the 17 LMR System Sites identified in Enclosure 2, or to the circumstances under which these activities are being undertaken, and that the determination that these activities are exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project, remains unchanged.
2. Authorize the Executive Director to finalize and execute, substantially similar in form to those attached, one or more Site Access Agreements with the County of Los Angeles.

AGENDA ITEM I

BACKGROUND

At the May 16, 2013 Board meeting, your Board directed staff to begin negotiations with various jurisdictions for Site Access Agreements ("SAAs") for licensing the use of specific sites to the Authority for its use as a Land Mobile Radio ("LMR") and/or Long Term Evolution ("LTE") broadband communication site. With respect to LMR, discussions and negotiations with the County of Los Angeles have resulted in the attached Site Access Agreements, Enclosure 1.

By entering into the Site Access Agreements with the County of Los Angeles, it will provide the Authority with a license to use a portion of their owned or leased property for use as a LMR communications site(s). A list of the sites is enclosed as Enclosure 2. The licensed site(s) would include all necessary space and easements for access and utilities to construct, install, operate, maintain and repair an unmanned LMR communications facility. A brief summary of similar relevant provisions with County of Los Angeles follow below:

Member Agency	Number of Sites	Term	Lease Cost	Zoning Requirements	Ministerial Permitting Cost
County of Los Angeles	17	In Effect Until Terminated	Gratis	Exempt	Waived

By granting approval for the execution of the SAAs with the County of Los Angeles, it will assist in keeping the LMR project schedule on track, and make the goal of interoperable communications in Los Angeles County a reality.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Building out these 17 LMR System Sites will allow for a portion of the \$31 million dollars in UASI grant funds to be used before they expire. LA-RICS received grant extensions through June 2015 for the FY 2011 and FY 2012 UASI grants, with the indication subsequent extensions were unlikely. If these funds are not spent, they will be lost. The extensions provide LA-RICS with nine (9) months to spend both the FY 2011 and FY 2012 UASI grant funds, totaling over \$36 million dollars. The most beneficial use of these expiring grant funds is to allow for the construction and improvement of LMR communications towers and facilities, as well as the purchase and installation of LMR equipment at these LMR System Sites, so as to improve coverage for first responders in the immediate areas where the LMR System Sites are located. Construction and implementation of LMR facilities at the 17 LMR System Sites identified in Enclosure 2 would (1) provide significant improvements to the infrastructure of the region's current public safety telecommunications system and (2) provide increased coverage.

AGENDA ITEM I

With respect to (1), construction and implementation of LMR facilities at the 17 LMR System Sites will greatly improve the regions' public safety telecommunications infrastructure. Many of the shelters and towers of the region's current infrastructure are aged and do not meet the technical or operational needs of the agencies that utilize them. Many of the sites currently utilized for the existing systems do not meet the more stringent performance and survivability requirements in current industry standards and codes necessary to support today's public safety and emergency response operations. Others simply do not possess room to add equipment, and in many cases the towers do not have the structural capacity and cannot be retrofitted cost effectively (and without impacting existing operations) to support additional antennas, nor do they have sufficient space to maintain adequate separations between the existing and new antennas to avoid physical and electromagnetic interferences.

Each of the 17 LMR System Sites would be utilized to create more space for telecommunications equipment, relieve overcrowding, or serve as a replacement for existing aging infrastructure. Each of these improvements would have independent utility for the agencies that presently have deployed systems at the location. The agencies would be able to add, replace or relocate existing equipment onto the new tower in order to provide the physical separation (vertical and horizontal) that many of these systems require. This would lessen the amount of interference each system inflicts upon the others on the same tower.

With respect to (2), construction of each of the 17 LMR System Sites would allow for greater frequency flexibility and would increase coverage, especially in those areas where there is no current or very limited LMR coverage. Public safety agencies throughout the County have systems that perform at different levels, with a limited number of sites available to provide the coverage needed for all of the required response areas for agencies throughout the County. The addition of new LMR infrastructure at these 17 LMR System Site locations throughout the County will provide public safety the opportunity to increase their coverage footprint for their responders. With increased coverage, LA-RICS and member agencies could use the system for testing, running coverage maps, broadcasting, and as appropriate, in their day to day operations.

The purpose of the recommended action is to provide the Executive Director authorization to execute the attached Site Access Agreement in substantially similar form with the County of Los Angeles for the implementation of the LA-RICS LMR installations.

FISCAL IMPACT/FINANCING

There is no fiscal impact.

ENVIRONMENTAL DOCUMENTATION

On November 13, 2014, the Board determined that design, construction, implementation, operation, and maintenance of LMR System infrastructure at 26 sites, including the 17 sites identified on Enclosure 2, are exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project. Approval of the Site Access Agreements in Enclosure 1 does not result in any change to the activities previously authorized at these 17 LMR sites, or to the circumstances under which these activities are being undertaken, and the determination that these activities are exempt from CEQA remains unchanged. As the CEQA Lead Agency, the LA-RICS Authority has determined that these 17 LMR sites meet all criteria of the statutory exemption. This determination is supported by substantial evidence in the custody of the Authority, which is incorporated in relevant part into the record of proceedings for these Site Access Agreements.

Upon the Board's approval of the recommended actions, Notices of Exemption for the individual project sites will be filed with the Registrar Recorder/County Clerk pursuant to Section 15062 of the State CEQA Guidelines. The date that the notices are filed will be identified on the Authority's website in compliance with the legislative intent of Assembly Bill 1486, which added Public Resources Code Section 21080.25.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,



PATRICK J. MALLON
EXECUTIVE DIRECTOR

PJM:wst

c: Counsel to the Authority

Enclosures

AGENDA ITEM I

LMR SITE ACCESS AGREEMENT

THIS LMR SITE ACCESS AGREEMENT ("Agreement"), is made and entered into in duplicate original this _____ day of _____, 2014,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "Owner"

AND

THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY, a Joint Powers Authority, hereinafter referred to as "LA-RICS Authority."

RECITALS:

WHEREAS, Owner is a member of the LA-RICS Authority, which was established pursuant to a Joint Powers Agreement dated January 2009 ("JPA") for the purpose of coordinating governmental services to establish a wide-area interoperable public safety communications network commonly known as LA-RICS;

WHEREAS, Owner owns certain real property described on Exhibit A attached hereto ("Real Property"); and

WHEREAS, Owner desires to license the use of a portion of the Real Property to the LA-RICS Authority for use as a Land Mobile Radio ("LMR") communication site; and

WHEREAS, the parties hereto acknowledge that: (a) LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LMR Vendor") to design, construct, and perform services with respect to a regional interoperable LMR telecommunications system as a part of the LA-RICS; (b) the LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LMR Vendor") to design and construct a regional interoperable LMR telecommunications system as a part of the LA-RICS; and (c) any of the LA-RICS Authority member agencies may assume the LA-RICS Authority's rights and obligations under this Agreement and/or may perform services with respect to this LA-RICS; and

WHEREAS, LA-RICS AUTHORITY is willing to accept and exercise the rights granted by this Agreement for use of a LMR site located on the Real Property in accordance with the terms and conditions prescribed herein.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and the mutual promises, covenants, and conditions set forth herein, the parties hereto agree as follows:

1. **LMR SITE**

1.01 Owner hereby licenses to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from Owner on the terms and conditions set forth herein, the use of land within a portion of the Real Property, together with all necessary space and easements for access and utilities to install and operate an unmanned LMR communication facility, consisting of the parcels of land shown on Exhibit A attached hereto and incorporated herein by this reference (the "LMR Site").

1.02 The LA-RICS AUTHORITY acknowledges its personal inspection of the LMR Site and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. The LA-RICS AUTHORITY accepts the LMR Site in its as-is condition with no duty to investigate, and Owner makes no warranty, express or implied, as to the suitability of the LMR Site or the Real Property for the LA-RICS AUTHORITY's use; its physical condition, including the condition and stability of the soils or groundwater on or under any of the Real Property; and the presence of pollutants or contaminants therein.

1.03 LA-RICS AUTHORITY and/or the LMR Vendor may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the LMR Site at the LA-RICS AUTHORITY's expense in accordance with all of the terms and conditions of this Agreement.

1.04 LA-RICS AUTHORITY hereby acknowledges the title of the Owner or its successors in the Real Property and covenants and agrees never to assail, contest, or resist said title.

1.05 Ownership of all improvements constructed by the LA-RICS AUTHORITY upon each and every site comprising the LMR Site and all alterations, additions or betterments thereto shall remain with the LA-RICS AUTHORITY or other agencies as may be provided by any applicable LA-RICS grant requirements. The LA-RICS AUTHORITY may remove any of its own improvements to the Real Property at any time during the term of this Agreement, and Owner hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

2. **PURPOSE AND USE**

2.01 The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use the LMR Site for the installation, operation, maintenance, and repair of a LMR facility. The LA-RICS AUTHORITY (and/or its member agencies, the LMR Vendor and/or other agents): (a) shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS AUTHORITY's LMR communications system, which typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference (such LMR system, and associated infrastructure, shelters, equipment and related improvements, collectively, the "LA-RICS

Facility") and other related materials as may be deemed necessary by the LA-RICS AUTHORITY, and (b) shall be allowed access over, through and across each site comprising the Real Property for ingress to and egress from the applicable LMR Site 24 hours per day, 7 days per week without notice. Each LMR Site shall be used only for the purposes authorized by this Section 2.01, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

2.02 The LA-RICS AUTHORITY shall ensure that all usage of the LMR Site and/or the Real Property hereunder, including without limitation usage by the LMR Vendor, is in compliance with all terms and conditions of this Agreement.

2.03 Nothing contained in this Agreement shall be deemed or construed in any way to limit the Owner's authority to exercise any right or power concerning the utilization of the Real Property including without limitation the LMR Site; provided, however, that such Owner authority shall not include the exercise of any right or power that would interfere with the LA-RICS Facility.

3. **APPROVALS/DESIGN REVIEW**

The LA-RICS AUTHORITY shall furnish and submit to Owner copies of project plans and specifications (along with any other information reasonably requested by Owner) for the LMR Site at the 50%, 75%, and 100% stages of design development, for Owner's review and approval. LA-RICS AUTHORITY agrees to discuss with Owner the Owner's concerns, if any, regarding the proposed plans and to work in good faith to address such concerns and obtain Owner approval prior to implementation of said plans.

Conceptual site plans for the LMR Site are identified in Exhibit C. Upon the LA-RICS AUTHORITY's and Owner's (or Owner's authorized agent's) approval of the final site plan for the LMR Site, such final site plan will be deemed incorporated herein by reference as an update to Exhibit C. Owner agrees that it will approve or deny approval of all plans and specifications within 10 business days of receipt of said plans and specifications shall be deemed approved. LA-RICS AUTHORITY shall provide Owner with a notice of work commencement and an estimated time of completion for each LMR Site.

Owner and the LA-RICS AUTHORITY acknowledge that the LA-RICS AUTHORITY is a California joint powers authority whose members have specified, pursuant to Section 4.04 of its Joint Powers Agreement and Section 6509 of the California Government Code, that all common powers exercised by the LA-RICS AUTHORITY's Board of Directors shall be exercised in a manner consistent with, and subject to all the restrictions and limitations upon the exercise of such powers, as are applicable to the County of Los Angeles ("County") (i.e., the LA-RICS AUTHORITY has adopted the County's operating mode). Accordingly, Owner and the LA-RICS AUTHORITY agree that the LA-RICS AUTHORITY (i) will comply with County Building

Code requirements and (ii) will seek only those governmental approvals that would normally apply to the County, other than with respect to ministerial permits as described below. Notwithstanding the foregoing, the parties agree that their cooperation in addressing any concerns raised by the Owner is essential to the success of the LA-RICS project and that accordingly all such concerns will be taken into consideration throughout the LMR Site plan approval process, as described in this Section 3 and in Section 8.

Should ministerial permits be required, Owner shall expeditiously process such permits within its jurisdiction. To the extent there may be costs associated with Owner's review, such costs will be waived for LA-RICS AUTHORITY. The LA-RICS AUTHORITY may perform and obtain, at the LA-RICS AUTHORITY's sole cost and expense, soil borings, percolation tests, engineering reports, environmental investigations or other tests or reports on, over, and under each LMR Site to the extent necessary to proceed with design, construction, or for compliance with the California Environmental Quality Act and/or the National Environmental Policy Act, and/or to determine if the LA-RICS AUTHORITY's use of the LMR Site will be compatible with the LA-RICS AUTHORITY's engineering specifications and design and operational requirements. Owner shall work cooperatively and expeditiously with the LA-RICS AUTHORITY to complete review of any project plans and specifications, so as not to delay the design and construction of the LA-RICS Facility.

4. **TERM**

The initial term ("Initial Term") of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and shall terminate upon written notice of termination (a) by LA-RICS AUTHORITY or (b) by Owner pursuant to Section 28 (Default) hereof.

5. **CONSIDERATION**

The consideration for the use granted herein shall be LA-RICS AUTHORITY's compliance with all of the terms and conditions of this Agreement.

6. **CONDITIONS PRECEDENT TO INSTALLATION OR ALMRRATIONS OF EQUIPMENT**

Owner shall have the opportunity to review and provide input, if any, as to all project plans and specifications for the LA-RICS AUTHORITY's proposed alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements) after LA-RICS AUTHORITY's initial installation of the LA-RICS Facility on the LMR Site. In addition, Owner shall have the right to inspect said equipment and the LMR Site at any time during and after installation upon not less than twenty-four (24) hours prior written notice to the LA-RICS AUTHORITY (except in cases of emergency pursuant to Section 14 hereof (Emergency Access)) and, at LA-RICS AUTHORITY's option, LA-RICS AUTHORITY may chose to have a representative to accompany Owner during

any such inspection of or access to a LMR Site. The LA-RICS AUTHORITY shall not commence installation of equipment or alteration of a LMR Site, or any portion thereof, until the Owner has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Agreement, including without limitation Sections 3 and 8 hereof. Owner's review and approval of the plans shall not release the LA-RICS AUTHORITY from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The LA-RICS AUTHORITY shall be responsible for notifying Owner and all other relevant parties immediately upon discovery of such omissions and/or errors. The LA-RICS AUTHORITY shall not cause or permit any change of any equipment installed by the LA-RICS AUTHORITY on a LMR Site including power outputs or changes in the use of frequencies described in Exhibit B hereto (Equipment List), but not including "like-kind" replacements, except after Owner has been provided an opportunity to review and approve, such plans and specifications.

7. INSTALLATION

7.01 LA-RICS AUTHORITY shall install the LA-RICS Facility at its own expense and risk as approved by Owner in accordance with the terms hereof, and such installation shall not cause radio frequency interference with equipment, transmission or reception (operated currently or in the future) by the Owner. LA-RICS AUTHORITY and/or its agent shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. Each component of the LA-RICS Facility shall be clearly identified with LA-RICS AUTHORITY's and, as applicable, member agency and/or LMR Vendor's name, address, telephone number, Federal Communications Commission ("FCC") license and frequencies in use. Such identification shall be attached to each component of the LA-RICS Facility in plain view.

7.02 LA-RICS AUTHORITY agrees that Owner may grant the use of any unused portion of the Real Property to any third party for the purpose of installing communications transmitting equipment, so long as such uses do not conflict or interfere with LA-RICS AUTHORITY's operations as provided for pursuant to this Agreement. Any third party granted rights by the Owner shall be required to comply with all applicable noninterference rules of the FCC.

7.03 Owner reserves the right, at its expense, to install on the Real Property, including without limitation within the LMR Site, its own communications shelter, telecommunication equipment, and appropriate tower space for telecommunications and/or microwave (collectively, the "Owner Facilities") so long as the installation of said Owner Facilities does not interfere with LA-RICS AUTHORITY's operations. LA-RICS AUTHORITY and Owner agree to make commercially reasonable efforts to resolve any radio frequency interference issues with equipment, transmission or reception caused by the installation of the Owner Facilities.

7.04 LA-RICS AUTHORITY accepts the LMR Site in an "as is" condition as of the date of full execution of this Agreement. LA-RICS AUTHORITY shall have the right to finance and construct approved equipment and related improvements on the LMR Site at LA-RICS AUTHORITY' sole cost and expense, except as may be provided otherwise by other agreements. Following the construction and installation of LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements, LA-RICS AUTHORITY may thereafter, at its sole cost and expense, perform construction, maintenance, repairs, additions to, and replacements of its equipment as necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the LMR Site to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements and as required for LA-RICS AUTHORITY's operations of the LA-RICS Facility at the LMR Site, including any structural upgrades required to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements on the LMR Site.

7.05 Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LMR Site, LA-RICS AUTHORITY shall provide Owner with a time of completion notice and as-built drawings of the LA-RICS Facility ("As-Builts"). Such As-Builts shall include the location of any of LA-RICS AUTHORITY shelters, cabinets, grounding rings, cables, and utility lines associated with LA-RICS AUTHORITY use of the LMR Site in CAD and PDF formats. Upon receipt of the As-Builts by Owner, the As-Builts shall be deemed incorporated herein by reference as updates to Exhibit C (Site Plan). In the event that LA-RICS AUTHORITY fails to deliver the As-Builts as required by this section within ten (10) business days of receipt of written notice, Owner may cause such As-Builts to be prepared on behalf of LA-RICS AUTHORITY and Owner shall assess a fee for such As-Builts, the cost of which shall become immediately due and payable to Owner upon invoice accompanied by supporting documentation of such fee. Owner shall be responsible for completion of and costs associated with As-Builts resulting from any modifications required by Owner.

8. ALTERATIONS

LA-RICS AUTHORITY shall make no renovations, alterations or improvements to the LMR Site or the Real Property other than to install, maintain, replace and operate the LA-RICS Facility in accordance with the documentation attached hereto as Exhibits A, B, and C and/or as permitted elsewhere herein, without providing prior written notice to Owner, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2.02 hereof. Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS AUTHORITY shall have the right to make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements without providing notice to the Owner or that may be required as a result of FCC rules or regulations, after providing notice to the Owner. LA-RICS AUTHORITY agrees: (i) to submit to the Owner, for review and approval, all plans and specifications, working drawings, and other information reasonably required by the Owner covering proposed alterations by LA-RICS AUTHORITY, (ii) to discuss with Owner the Owner's concerns, if any, regarding the

proposed alterations, and (iii) to work in good faith to address such concerns. All work to be done by LA-RICS AUTHORITY shall be performed in accordance with the plans provided to Owner.

9. **MAINTENANCE**

Owner shall be responsible for maintenance of the Real Property, including the LMR Site, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities. The LMR Site shall be kept neat and clean by LA-RICS AUTHORITY and ready for normal use by Owner and other users. Should LA-RICS AUTHORITY fail to accomplish this, following 30 days written notice from Owner, Owner may perform the work and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by Owner.

LA-RICS AUTHORITY shall be responsible for the timely repair of all damage to the LMR Site or the Real Property caused by the negligence or willful misconduct of LA-RICS AUTHORITY, its employees, agents or business vendors, including without limitation the LMR Vendor. Should LA-RICS AUTHORITY fail to promptly make such repairs after thirty (30) days written notice from Owner, Owner may have repairs made and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by Owner.

10. **CONSTRUCTION STANDARDS**

Installation and maintenance of LA-RICS AUTHORITY's equipment including without limitation the LA-RICS Facility shall be performed in a neat and workmanlike manner and shall at all times comply in all respects to the statutes, laws, ordinances and regulations of any governmental authority having jurisdiction which are applicable to the installation, construction, operation and maintenance of LA-RICS AUTHORITY's equipment, including but not limited to the County of Los Angeles Building Code.

LA-RICS AUTHORITY shall remove any debris to the extent resulting from maintenance, operation and construction on the LMR Site by LA-RICS AUTHORITY, its agents or contractors (including without limitation the LMR Vendor). In the event that LA-RICS AUTHORITY fails to remove such debris from the LMR Site, Owner shall provide written notice to LA-RICS AUTHORITY and allow LA-RICS AUTHORITY ten (10) business days after receipt of notice to remove such debris. After the expiration of such ten-business day period, Owner shall cause such debris to be removed and invoice LA-RICS AUTHORITY for the cost of said removal.

11. **OTHER OPERATIONAL RESPONSIBILITIES**

11.01 As applicable, LA-RICS AUTHORITY and its LMR Vendor shall:

(a) Comply with and abide by all applicable rules, regulations and directions of Owner.

(b) At all times hold a valid FCC license for the Permitted Activities and comply with all applicable City and County ordinances and all State and Federal laws, and, in the course thereof, obtain and keep in effect all required permits and licenses required to engage in the Permitted Activities on the LMR Site.

(c) Conduct the Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the Real Property by Owner or the public, except as herein permitted, and remove any agent, invitee or employee who fails to conduct Permitted Activities in the manner heretofore described.

(d) Assume the risk of loss, damage or destruction to the LA-RICS Facility and any and all fixtures and personal property belonging to LA-RICS AUTHORITY that are installed or placed within the LMR Site, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the Owner, its agents, employees or contractors.

12. **RELOCATION**

12.01 Owner shall have the right to request relocation of the LA-RICS Facility or any portion thereof on no more than one occasion during the term hereof to another location on the Real Property ("Alternate Site"), provided:

(a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LMR Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not materially interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment;

(b) Owner shall pay all costs incurred by LA-RICS AUTHORITY for relocation of LA-RICS AUTHORITY's equipment from the LMR Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LMR Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY's use of the Alternate Site;

(c) Owner shall give LA-RICS AUTHORITY at least six (6) months written notice before requiring relocation; and

(d) LA-RICS AUTHORITY's use of the LA-RICS Facility in question will not be materially interrupted and LA-RICS AUTHORITY shall be allowed, if necessary, to place temporary equipment on the Real Property during the relocation.

12.02 LA-RICS AUTHORITY shall have the right to request relocation of the LA-RICS Facility or any portion thereof to an Alternate Site on the Real Property pursuant

to LA-RICS AUTHORITY's obligations under the Spectrum Lease Agreement, provided that:

(a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LMR Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not materially interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment;

(b) LA-RICS AUTHORITY shall pay all costs relating to relocation of LA-RICS AUTHORITY's equipment from the LMR Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LMR Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY's use of the Alternate Site;

(c) LA-RICS AUTHORITY shall give Owner at least sixty (60) days written notice of the requested relocation; requested relocation shall be subject to prior approval by Owner, such approval not to be unreasonably withheld.

13. **ACCESS TO LMR SITE**

13.01 Owner hereby grants to the LA-RICS AUTHORITY, its member agencies, the LMR Vendor, and other agents a nonexclusive right to use, at its sole risk, during the term and option period of this Agreement, the access which serves the LMR Site ("Access"). The LA-RICS AUTHORITY, on behalf of itself and its member agencies, and the LMR Vendor, acknowledge and accept the present condition of the Access on an "as is" basis. The LA-RICS AUTHORITY shall provide Owner with notice of all of its representatives or agents who are authorized to access the LMR Site pursuant to this Section. LA-RICS AUTHORITY shall document the condition of the Access prior to the execution of this Agreement by means of photographs to be provided at LA-RICS AUTHORITY's cost.

13.02 LA-RICS AUTHORITY acknowledges and agrees that occasions may arise requiring the LA-RICS AUTHORITY to share in the cost of cleaning up of mud-slide debris and repairing the Access to its original accessible condition (as documented pursuant to Section 13.01) after a storm or heavy rainfall. LA-RICS AUTHORITY hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from Owner, and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to LA-RICS AUTHORITY by Owner upon at least thirty (30) days notice. Notwithstanding the foregoing, the LA-RICS AUTHORITY's financial burden pursuant to this Section shall not exceed five thousand dollars (\$5,000) per incident.

14. **EMERGENCY ACCESS BY OWNER**

The Owner and its authorized agents may access the LMR Site at any time for the purpose of performing maintenance, inspection and/or for making emergency improvements or repairs to the LMR Site or to interrupt or terminate LA-RICS AUTHORITY's transmission(s) from the LMR Site should LA-RICS AUTHORITY be unable or unwilling to respond to Owner's request to take immediate action to correct any deficiency which threatens Owner's operation on the LMR Site, provided that Owner shall endeavor to provide a 24-hour prior notice to LA-RICS AUTHORITY and shall access the LMR Site in the presence, if possible, of an LA-RICS AUTHORITY representative, if provided by LA-RICS AUTHORITY. Notwithstanding the foregoing, Owner shall not be required to provide notice to LA-RICS AUTHORITY prior to entering the LMR Site due to an emergency; provided, however, that under no circumstance shall the Owner access LA-RICS AUTHORITY's equipment cabinets. Owner shall use its best efforts to minimize any inconvenience or disturbance to LA-RICS AUTHORITY when entering the LMR Site. LA-RICS AUTHORITY shall reimburse Owner within thirty (30) days of receipt of Owner's written request for Owner's actual costs to correct any deficiency that is corrected by Owner pursuant to this Section.

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

15.01 **No Interference.** LA-RICS AUTHORITY shall not use the LMR Site in any way which causes radio frequency ("RF") interference in excess of levels permitted by the FCC or otherwise interferes with the use of the Real Property by Owner or Owner's agents, invitees or other licensees or users who may occupy portions of the Real Property at the time this Agreement is entered into. LA-RICS AUTHORITY shall be responsible for electromagnetic compatibility of LA-RICS AUTHORITY's equipment with existing and future equipment at the Real Property. LA-RICS AUTHORITY shall conform to Owner's Internal Services Department Facilities Standard STD-140 Radio Site Management, including without limitation the requirement of submitting radio system installation plans for approval.

15.02 **Interference With Public Safety Systems.** In the event of any interference with Owner's Sheriff or Fire Department, CWIRS, Paramedic or LANet systems, or any future public safety-related systems, which is caused by LA-RICS AUTHORITY's equipment or operations, LA-RICS AUTHORITY shall be immediately notified by Owner of such interference. Following such notification, the parties will meet promptly to cooperatively discuss and reach agreement on how such interference will be resolved.

15.03 **Interference With Non-Public Safety Systems.** In the event LA-RICS AUTHORITY's operations or equipment cause interference with non-public safety-related systems of Owner or any other duly authorized occupant of the Real Property, written notice of such interference shall be provided to LA-RICS AUTHORITY and LA-RICS promptly meet with Owner to cooperatively discuss and reach agreement on how such interference will be resolved. Owner agrees that Owner and/or any other

occupants of the Real Property who currently have or in the future take possession of the Real Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference with the existing equipment of LA-RICS AUTHORITY.

15.04 Interference During Emergency. If any measurable interference caused by LA-RICS AUTHORITY's equipment with Owner's electronic equipment during an emergency incident occurs, the LA-RICS AUTHORITY will immediately cease operation, transmission or further use of LA-RICS AUTHORITY's equipment until such time as the emergency incident or interference has ended but LA-RICS AUTHORITY shall be permitted to power up its equipment for intermittent testing with notice.

15.05 Compliance With Law. LA-RICS AUTHORITY is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as applicable rules and/or regulations of any other federal or state agency (including without limitation the Occupational Safety and Health Administration ("OSHA") having jurisdiction over the installation, operation, maintenance and/or working conditions involving RF emissions and/or safety and work standards performed on or near communications towers and antenna-licensed premises. LA-RICS AUTHORITY agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation, and maintenance of its own equipment and for repairs to its own equipment at the LMR Site. LA-RICS AUTHORITY will immediately remedy its operations to comply with such applicable laws, rules and regulations as they apply to its operations, individually and in the aggregate, with all applicable FCC and other applicable governmental RF emissions standards, but shall only be liable for any violations of such applicable standards to the extent arising solely from LA-RICS AUTHORITY's equipment alone and not in combination with others. Where LA-RICS AUTHORITY's equipment, in combination with other, exceed or violates such standards, LA-RICS AUTHORITY shall reasonably cooperate with Owner and with other relevant parties to mitigate such violations in a timely manner.

16. **UTILITIES**

LA-RICS AUTHORITY shall, at its sole cost and expense, cause the installation of any utility service line required by or for the conduct of the Permitted Activities, and shall be responsible for the payment of all utilities necessary for the operation of the LA-RICS Facility on the LMR Site. If such installation is not feasible, as determined by Owner, LA-RICS AUTHORITY acknowledges and agrees that LA-RICS AUTHORITY nonetheless shall be responsible for any all costs of utilities used by LA-RICS AUTHORITY, which costs will be invoiced by Owner and paid by LA-RICS AUTHORITY within thirty (30) days of its receipt of such invoice.

17. **HOLD HARMLESS AND INDEMNIFICATION**

LA-RICS AUTHORITY agrees to indemnify, defend, save and hold harmless Owner and its Special Districts, agents, elected and appointed officers, and employees from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with LA-RICS AUTHORITY's operations or its services hereunder, including, without limitation, any Workers' Compensation suit, liability, or expense, arising from or connected with services performed on behalf of LA-RICS AUTHORITY by any person pursuant to this Agreement including without limitation the LMR Vendor.

Owner agrees to indemnify, defend, save and hold harmless LA-RICS AUTHORITY and its member agencies, agents, elected and appointed officers, employees, and contractors from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with the negligence or willful misconduct of Owner and/or its agents, elected and appointed officers, employees, and contractors in connection with the performance of Owner's obligations hereunder.

18. **INSURANCE**

18.01 Without limiting LA-RICS AUTHORITY's obligations to Owner, LA-RICS AUTHORITY shall provide and maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the Owner's Risk Manager, and evidence of such programs satisfactory to the Owner Risk Manager, shall be delivered to the CEO, Real Estate Division, on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that Owner is to be given written notice at least thirty (30) days in advance of any modification or termination of any provisions of insurance and shall name the Owner as an additional insured (except for the Workers' Compensation Insurance). LA-RICS AUTHORITY may self-insure the insurance required under this Agreement, but LA-RICS AUTHORITY will require its contractors and subcontractors to provide commercial insurance as required in the Section, and any additional insurance required by LA-RICS AUTHORITY of its contractor/subcontractor, shall name the Owner as an additional insured.

(a) **General Liability.** A program of insurance which shall be primary to and not contributing with any other insurance maintained by Owner, written on ISO policy form CG 00 01 or its equivalent, and endorsed to name the Owner as an additional insured, and shall include, but not be limited to:

(1) Comprehensive general liability insurance endorsed for Site-operations, products/completed operations, contractual, broad form property damage, and personal injury with a limit of not less than

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Per occurrence	\$1 million

(2) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in LA-RICS AUTHORITY's business operations.

(b) Workers Compensation. A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the labor code of the State of California, and which specifically covers all persons providing services on behalf of LA-RICS AUTHORITY and all risks to such persons under the Agreement.

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

(c) Commercial Property Insurance. Such coverage shall:

- Provide coverage for Owner's property, and any improvements and betterments; This coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), Ordinance or Law Coverage, flood, and Business Interruption equal to two (2) years annual rent;
- Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value whichever is less. Insurance proceeds shall be payable to the Owner and LA-RICS AUTHORITY as their interests may appear and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the Agreement.

(d) Construction Insurance. If major construction work is performed by LA-RICS AUTHORITY during the term of this Lease (i.e. demolition of structures, construction of new structures, renovation or retrofit involving structures frame, foundation or supports, or more than 50% of building, etc.) then LA-RICS AUTHORITY

or LA-RICS AUTHORITY's contractor shall provide the following insurance. Owner shall determine the coverage limits required on a project by project basis:

- **Builder's Risk Course of Construction Insurance.** Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30). This insurance shall be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants, and full collapse coverage during construction, without restricting collapse coverage to specified perils. Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, including Owner furnished materials and equipment, against loss or damage until completion and acceptance by the LA-RICS AUTHORITY and the Owner if required.
- **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, naming Owner as an additional insured, with limits of not less than

General Aggregate:	\$50 million
Products/Completed Operations Aggregate:	\$50 million
Personal and Advertising Injury:	\$25 million
Each Occurrence:	\$25 million

The Products/Completed Operations coverage shall continue to be maintained in the amount indicated above for at least two (2) years from the date the Project is completed and accepted by the LA-RICS AUTHORITY and the Owner if required.

- **Automobile Liability.** such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$5 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. such insurance shall cover liability arising out of LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor use of autos pursuant to this lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- **Professional Liability.** Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the LA-RICS AUTHORITY's contractor and/or licensed professional (i.e.

architects, engineers, surveyors, etc.) with limits of not less than \$5 million per claim and \$10 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.

- **Workers Compensation and Employers' Liability Insurance** or qualified self-insurance satisfying statutory requirements. Such coverage shall provide Employers' Liability coverage with limits of not less than \$1 million per accident. Such policy shall be endorsed to waive subrogation against the Owner for injury to the LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor employees. If the LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor employees will be engaged in maritime employment, the coverage shall provide the benefits required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act or any other federal law to which the LA-RICS AUTHORITY is subject. If LA-RICS AUTHORITY or LA-RICS AUTHORITY's contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the Owner as the Alternate Employer, and the endorsement form shall be modified to provide that Owner will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

18.02 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to Owner with an A.M. Best rating of not less than A:VII, unless otherwise approved by Owner.

18.03 Failure to Maintain Coverage. Failure by LA-RICS AUTHORITY to maintain the required insurance, or to provide evidence of insurance coverage acceptable to Owner, shall constitute a material breach of this Agreement.

18.04 Notification of Incidents. LA-RICS AUTHORITY shall report to Owner any accident or incident relating to activities performed under this Agreement which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against LA-RICS AUTHORITY and/or Owner. Such report shall be made in writing within seventy-two (72) hours of LA-RICS AUTHORITY's knowledge of such occurrence.

18.05 Compensation for Owner Costs. In the event that LA-RICS AUTHORITY fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to Owner, LA-RICS AUTHORITY shall pay full compensation for all reasonable costs incurred by Owner.

19. **FAILURE TO PROCURE INSURANCE**

19.01 Failure on the part of LA-RICS AUTHORITY to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which Owner may immediately terminate this Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by Owner shall be repaid by LA-RICS AUTHORITY to Owner upon demand.

19.02 Use of the LMR Site shall not commence until LA-RICS AUTHORITY has complied with the aforementioned insurance requirements, and shall be suspended during any period that LA-RICS AUTHORITY fails to maintain said insurance policies in full force and effect.

20. **TAXES**

20.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the LMR Site created by this Agreement may be subject to property taxation if created. The party in whom the property interest is vested may be subject to the payment of the property taxes levied on the interest.

20.02 LA-RICS AUTHORITY shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, Owner, City, or any other tax or assessment-levying body upon the LMR Site arising from LA-RICS AUTHORITY' use of the LMR Site.

20.03 If LA-RICS AUTHORITY fails to pay any lawful taxes or assessments upon the LMR Site which LA-RICS AUTHORITY is obligated to pay, LA-RICS AUTHORITY will be in default of this Agreement.

21.04 Owner reserves the right to pay any such tax, assessment, fees or charges, and all monies so paid by Owner shall be repaid by LA-RICS AUTHORITY to Owner upon demand. LA-RICS AUTHORITY and Owner agree that this is a license and not a lease and no real estate interest is being conveyed herein.

21. **NOTICES**

Notices desired or required to be given pursuant to this Agreement or by any law now in effect shall be given by enclosing the same in a sealed envelope, Certified Mail - Return Receipt Requested, addressed to the party for whom intended and depositing such envelope, with postage prepaid, in the U.S. Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same, shall be addressed to LA-RICS AUTHORITY as follows:

LA-RICS AUTHORITY
2525 Corporate Place, Second Floor

Monterey Park, California 91754

ATTN: Executive Director

or such other place as may hereinafter be designated in writing by LA-RICS AUTHORITY.

The notices and the certificate of insurance and envelopes containing the same to the Owner shall be addressed as follows:

County of Los Angeles
Chief Executive Office – Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012

Attn: Property Management

or such other place as may hereinafter be designated in writing by Owner.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Notices may also be provided by electronic mail or facsimile transmission, provided that such notices are followed up with a copy sent via US Mail.

22. **LA-RICS FACILITY REMOVAL**

22.01 LA-RICS AUTHORITY shall remove all of its LA-RICS Facility and personal and improvements from the LMR Site and the Real Property and restore the LMR Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, on or before the expiration of this Agreement, unless this Agreement is otherwise terminated or cancelled prior to the expiration date provided herein, in which case LA-RICS AUTHORITY shall remove from the LMR Site and the Real Property all of its LA-RICS Facility and personal property and improvements and restore the LMR Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, within ninety (90) days of the cancellation. If weather conditions or lack of access to the LMR Site render the timely removal of LA-RICS AUTHORITY' property impossible, then LA-RICS AUTHORITY shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

22.02 If LA-RICS AUTHORITY does not timely remove all of its LA-RICS Facility, personal property and improvements from the LMR Site and the Real Property within the time provided in this section, Owner may, but shall not be required to, remove the LA-RICS Facility and all personal property and improvements at LA-RICS AUTHORITY's expense. LA-RICS AUTHORITY shall reimburse Owner within thirty (30)

days of receipt of an itemized accounting of the cost for such removal of personal property and improvements. Owner shall incur no liability for any damage to the LA-RICS Facility during removal or storage.

23. **INDEPENDENT STATUS**

This Agreement is by and between Owner and LA-RICS AUTHORITY and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between Owner and LA-RICS AUTHORITY. LA-RICS AUTHORITY understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation with respect to services performed on behalf of LA-RICS AUTHORITY pursuant to this Agreement.

24. **AMENDMENT**

Any modification of any of the terms and conditions hereof shall require a written amendment signed by an authorized agent of the LA-RICS AUTHORITY and an authorized agent of Owner.

25. **ASSIGNMENT**

25.01 This Agreement may not be sold, assigned or transferred by LA-RICS AUTHORITY without written consent of Owner, which consent will be at Owner's sole discretion. All assignments will require an Assignment Agreement. No change of stock ownership, partnership interest or control of LA-RICS AUTHORITY or transfer upon partnership or corporate dissolution of LA-RICS AUTHORITY shall constitute an assignment hereunder.

25.02 To effect an assignment or transfer pursuant to this Section 25, LA-RICS AUTHORITY shall first deliver to the Owner:

- (i) A written request for approval;
- (ii) The name, address, and most recent financial statements of the proposed sublicensee, assignee, or other transferee;
- (iii) Proposed unredacted instrument of transfer or assignment or any or all of its rights hereunder; and
- (iv) Any other information reasonably requested by the OWNER.

25.03 Owner shall approve or disapprove a proposed transfer, assignment or sublicense within sixty (60) days after LA-RICS AUTHORITY delivers all such items to the Owner. Owner's failure to respond to any request pursuant to this Section shall be deemed disapproval of said request.

25.04 In the case of an assignment of this Agreement, the proposed instrument shall include a written assumption by the assignee of all obligations of LA-RICS AUTHORITY under the Agreement arising thereafter and assignee shall be liable to perform the full obligations of the LA-RICS AUTHORITY under this Agreement and as a condition to the completion of such transfer must cure, remedy, or correct any event of default existing at the time of such transfer in a manner satisfactory to the Owner.

25.05 In the case of a sublicense, the proposed instrument shall specifically include a provision that the sublicense shall comply with and be subject to all of the terms covenants, and conditions of this Agreement.

25.06 Owner shall have the right to lease or license the use of space on LA-RICS Authority's telecommunications pole to third party(ies), if such telecommunications pole is capable of housing such third party(ies), based on terms mutually agreeable to the LA-RICS Authority. Owner shall submit any proposed lease or license to the LA-RICS Authority for review and approval prior to entering into such lease or license. Such proposed instrument shall specifically include: (a) a provision that the lease or license shall comply with and be subject to all of the terms covenants, and conditions of this Agreement, and (b) a requirement that any third party use of LA-RICS Authority's telecommunications pole shall not interfere with LA-RICS Authority's use of the LA-RICS Facility or its operations. The parties agree that any revenues generated by such third party leases or licenses by Owner shall be retained by Owner, except for a fee in an amount calculated to compensate LA-RICS AUTHORITY for its administrative and other costs associated with approval of the lease or license.

26. **SUBORDINATION AND NON-DISTURBANCE**

Owner shall obtain, not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagees, ground lessors and master lessors, if any, of the Real Property. At Owner's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "Mortgage") by Owner which from time to time may encumber all or part of the Real Property; provided, however, as a condition precedent to LA-RICS AUTHORITY being required to subordinate its interest in this Agreement to any future Mortgage covering the Real Property, Owner shall obtain for LA-RICS AUTHORITY's benefit a non-disturbance and attornment agreement in a form reasonably satisfactory to LA-RICS AUTHORITY and containing at a minimum the terms set forth herein below ("Non-Disturbance Agreement"), and shall recognize LA-RICS AUTHORITY's right to remain in occupancy of and have access to the LMR Site as long as LA-RICS AUTHORITY is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchase of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Real Property, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, (b) fulfill Owner's obligations under this Agreement, and (c) promptly cure all of the then-existing Owner

defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LA-RICS AUTHORITY will execute an agreement for the Lender's benefit in which LA-RICS AUTHORITY: (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of the Lender, (ii) agrees to attorn to Lender if Lender becomes the owner of the Real Property, and (iii) agrees to accept a cure by Lender of any of Owner's defaults, provided such cure is completed within the deadline applicable to Owner.

27. **CONDEMNATION**

In the event of any condemnation of the Real Property (or any portion thereof), LA-RICS AUTHORITY may terminate this Agreement upon written notice to Owner if such condemnation may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at the LMR Site for more than forty-five (45) days. LA-RICS AUTHORITY may on its own behalf make a claim in any condemnation proceeding involving the LMR Site for losses related to the equipment comprising the applicable LA-RICS Facility, its relocation costs and its damages and losses (but not for the loss of its interest, if any, under this Agreement). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and Owner and LA-RICS AUTHORITY shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other, if any, under this Agreement.

28. **DEFAULT**

Except as otherwise provided in this Agreement, in the event of a default hereunder by LA-RICS AUTHORITY, Owner shall provide written notice thereof to LA-RICS AUTHORITY. LA-RICS AUTHORITY shall have sixty (60) days from the date of said notice in which to cure the default, provided that LA-RICS AUTHORITY shall have such extended period beyond sixty (60) days as may be required if the nature of the cure is such that it reasonably requires more than sixty (60) days and LA-RICS AUTHORITY has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. Owner may not maintain any action or effect any remedies for default against LA-RICS AUTHORITY unless and until LA-RICS AUTHORITY has failed to cure a default within the time periods set forth in this section. In the event that LA-RICS AUTHORITY fails to cure a default within sixty (60) days or as otherwise provided in this section, Owner may: (a) cure the default and invoice LA-RICS AUTHORITY for all costs reasonably incurred in effecting such cure, or (b) terminate this Agreement upon written notice to LA-RICS AUTHORITY, take possession of the LMR Site and remove all LA-RICS AUTHORITY's improvements located thereon. In the event of a default hereunder by Owner, LA-RICS AUTHORITY shall provide written notice thereof to Owner. Owner shall have sixty (60) days from the date of said notice in which to cure the default, provided that Owner shall have such extended period beyond sixty (60) days as may be

required if the nature of the cure is such that it reasonably requires more than sixty (60) days and Owner has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. LA-RICS AUTHORITY may not maintain any action or effect any remedies for default against Owner unless and until Owner has failed to cure a default within the time periods set forth in this section. In the event that Owner fails to cure a default within sixty (60) days or as otherwise provided in this section, LA-RICS AUTHORITY may: (a) cure the default and invoice Owner for all costs reasonably incurred by LA-RICS AUTHORITY in effecting such cure, or (b) terminate this Agreement upon written notice to Owner.

29. **WAIVER**

29.01 Any waiver by either party of the breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping either party from enforcing the full provisions thereof.

29.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this Agreement shall be cumulative.

30. **HAZARDOUS MATERIALS**

The parties hereto hereby warrant and represent that they shall comply with all applicable Federal, State, and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the LMR Site and the Real Property. For purposes of this Agreement, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances, as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the Real Property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8., as it may be amended from time to time.

The parties each agree to indemnify and defend the other and the other's agents, officers, employees, and contractors against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) to the extent arising from the indemnifying party's breach of any warranty or agreement contained in this Section.

31. **DAMAGE OR DESTRUCTION**

Either party shall have the right to terminate this Agreement with respect to all or any portion of the LMR Site in the event of one of the following: (a) the applicable Real Property or the LMR Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that repairs cannot reasonably be expected to be completed within forty-five (45) days following said damage (or Owner in its sole discretion elects not to make such repair); or (b) the applicable Real Property or LMR Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that such damage may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at such LMR Site for more than forty-five (45) days. Notwithstanding the foregoing, in the event of any of the damage described in this Section, LA-RICS AUTHORITY shall have the right to elect to perform or cause to be performed any of the required repairs to the applicable Real Property or LMR Site should Owner elect not to undertake such repairs. Any notice of termination provided pursuant to this Section shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement, if any.

Should any matter or condition beyond the control of the parties, such as war, public emergency, calamity, fire, earthquake, flood or act of God prevent performance of this Agreement by either party, such party shall be relieved of the performance of such obligations during the time period of the event.

LA-RICS AUTHORITY shall be solely responsible for any damage or loss to LA-RICS AUTHORITY's equipment resulting from theft or vandalism or resulting from any other cause, except to the extent caused by Owner's acts or omissions.

32. **AUTHORIZATION WARRANTY**

The parties hereto represent and warrant that the person executing this Agreement for each of them is an authorized agent who has actual authority to bind such party to each and every term, condition, and obligation of this Agreement and that all requirements of such party have been fulfilled to provide such authority.

33. **INDEPENDENT CONTRACTOR STATUS**

This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between Owner and LA-RICS AUTHORITY. LA-RICS AUTHORITY shall bear the sole responsibility and liability for furnishing Worker's Compensation benefits to any person for injuries from or connected with services performed on behalf of LA-RICS AUTHORITY pursuant to this Agreement as required by law. The foregoing indemnification does not apply to liability caused by the negligence of the Owner.

34. **GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with the internal laws of the State of California. LA-RICS AUTHORITY agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

35. **COMPLIANCE WITH APPLICABLE LAW**

In the performance of this Agreement, each party and anyone acting on such party's behalf pursuant to this Agreement shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures (including without limitation the rules and regulations of the FCC, the Federal Aviation Administration ("FAA"), and OSHA, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

36. **COMPLIANCE WITH CIVIL RIGHTS LAWS, NONDISCRIMINATION AND AFFIRMATIVE ACTION**

36.01 LA-RICS AUTHORITY hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition or physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program or activity supported by this Agreement.

36.02 LA-RICS AUTHORITY certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, material status, or political affiliation.

36.03 LA-RICS AUTHORITY certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

36.04 If the Owner finds that any of the above provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement upon which the Owner may terminate, or suspend this Agreement.

36.05 While the Owner reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a

determination by the California Fair Employment Practices Commission, the Federal Equal Employment Opportunity Commission that LA-RICS AUTHORITY has violated Federal or State anti discrimination laws or regulations shall constitute a finding by Owner that LA-RICS AUTHORITY has violated the anti-discrimination provisions of this Agreement.

36.06 In the event LA-RICS AUTHORITY violates the antidiscrimination provisions of the Agreement, the parties agree that it is difficult to ascertain the amount of liquidated damages, and hereby agree that the Owner shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS (\$500.00) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

37. **NON EXCLUSIVITY**

Nothing herein is intended or shall be construed as creating any exclusive arrangement with LA-RICS AUTHORITY. This Agreement shall not restrict the Owner from acquiring similar, equal or like goods and/or services from other entities or sources.

38. **NOTICE OF EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

LA-RICS AUTHORITY shall notify its employees, and shall require each Contractor and Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

39. **PUBLIC RECORDS ACT**

39.01 Any documents submitted by LA-RICS AUTHORITY or its agents including without limitation the LMR Vendor and all information obtained in connection with the Owner's right to inspect the LMR Site or any other rights provided by this Agreement shall become the exclusive property of the Owner. All such documents become a matter of public record and shall be regarded as public records, except as specifically provided by California Government Code Section 6250 et seq. ("Public Records Act") and which are marked "trade secret," "confidential," or "proprietary." The Owner shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

39.02 In the event the Owner is required to defend an action on a Public Records Act request as requested by LA-RICS AUTHORITY for any of the aforementioned documents, information, books, records, and/or contents of a proposed marked "trade secret," "confidential", or "proprietary," LA-RICS AUTHORITY agrees to refund and indemnify the Owner from all costs and expenses, including without

limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after LA-RICS AUTHORITY's receipt of Owner's invoice.

39.03 Any documents submitted by Owner or its agents and all information obtained in connection with LA-RICS AUTHORITY's rights provided by this Agreement shall become the exclusive property of LA-RICS AUTHORITY. All such documents become a matter of public record and shall be regarded as public records, except as specifically provided by California Government Code Section 6250 et seq. ("Public Records Act") and which are marked "trade secret," "confidential," or "proprietary." LA-RICS AUTHORITY shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

39.04 In the event the LA_RICS AUTHORITY is required to defend an action on a Public Records Act request as requested by the Owner for any of the aforementioned documents, information, books, records, and/or contents Owner agrees to refund and indemnify the LA-RICS AUTHORITY from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after Owner's receipt of LA-RICS AUTHORITY's invoice.

40. **OTHER TERMS AND CONDITIONS**

40.01 Advertising Materials and Signs. Except for warning signs required by law, LA-RICS AUTHORITY shall not post signs upon the LMR Site or improvements thereon, or distribute or cause to be distributed any advertising materials unless prior approval therefor is obtained from the Owner.

40.02 Habitation. The LMR Site shall not be used for human habitation.

40.03 Illegal Activities. LA-RICS AUTHORITY shall not knowingly permit any illegal activities to be conducted upon the LMR Site.

40.04 Safety. LA-RICS AUTHORITY shall immediately correct any unsafe condition on the LMR Site, as well as any unsafe practices occurring thereon, to the extent such unsafe condition or practice occurs as a result of LA-RICS AUTHORITY's use of the LMR Site. LA-RICS AUTHORITY shall cooperate fully with Owner in the investigation of any accidental injury or death occurring on the LMR Site, including a prompt report thereof to the Owner. LA-RICS AUTHORITY shall cooperate and comply fully with Owner, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all LA-RICS AUTHORITY's structures and enclosures. LA-RICS AUTHORITY, at its expense, may use any and all appropriate means of restricting public access to the LMR Site.

40.05 Sanitation. No offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health in violation of the law, shall be permitted or remain on the LMR Site and within a distance of fifty (50) feet thereof, and LA-RICS AUTHORITY and Owner shall prevent any accumulation thereof from occurring.

40.06 Security Devices. LA-RICS AUTHORITY, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the LMR Site from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the Owner. Owner shall be responsible for securing the Real Property to the extent deemed necessary by Owner in its sole discretion.

41. **ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE**

LA-RICS AUTHORITY hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges its ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this Agreement.

42. **LA-RICS AUTHORITY'S STAFF AND EMPLOYMENT PRACTICES**

42.01 LA-RICS AUTHORITY shall designate one member of its staff as an Operations Manager with whom the Owner may deal with on a daily basis. Any person selected by LA-RICS AUTHORITY as an Operations Manager shall be fully acquainted with LA-RICS AUTHORITY's operation, familiar with the terms and the conditions prescribed therefore by this Agreement, and authorized to act in the day-to-day operation thereof.

42.02 LA-RICS AUTHORITY shall establish an identification system for each of its personnel assigned to service the LMR Site that clearly indicates the name of the person. The identification system shall be furnished at LA-RICS AUTHORITY expense and may include appropriate uniform attire and name badges as routinely maintained by LA-RICS AUTHORITY.

43. **BANKRUPTCY**

The Owner and LA-RICS AUTHORITY hereby expressly agree and acknowledge that it is the intention of both parties that in the event that during the term of this Agreement LA-RICS AUTHORITY shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the Code), this Agreement is and shall be treated as an unexpired lease of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

44. **SUCCESSORS AND ASSIGNS**

Subject to any provision hereof restricting assignment or subletting by LA-RICS AUTHORITY, this Agreement shall bind the parties, their personal representatives, successors and assigns.

45. **SEVERABILITY**

The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

46. **INTERPRETATION**

Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

47. **ENTIRE AGREEMENT**

This Agreement (and the attached exhibits) contains the entire agreement between the parties hereto with respect to the matters set forth herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Owner and LA-RICS AUTHORITY.

COUNTY-SPECIFIC PROVISIONS:

48. **LOBBYIST**

LA-RICS AUTHORITY and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by LA-RICS AUTHORITY, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of LA-RICS AUTHORITY or any County lobbyist or County lobbying firm retained by LA-RICS AUTHORITY to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement.

49. **ENFORCEMENT**

The Owner's Chief Executive Officer shall be responsible for the enforcement of this Agreement on behalf of Owner and shall be assisted therein by those officers, employees, or committees of Owner having duties in connection with the administration thereof.

50. **SOLICITATION OF CONSIDERATION**

50.01 It is improper for any County officer, employee or agent to solicit consideration, in any form, from a licensee with the implication, suggestion or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

50.02 LA-RICS AUTHORITY shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Agreement being terminated.

51. **ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

LA-RICS AUTHORITY acknowledges that the County of Los Angeles places a high priority on the implementation of the Safely Surrendered Baby Law. LA-RICS AUTHORITY understands that it is the County's policy to encourage LA-RICS AUTHORITY to voluntarily post the Owner's "Safely Surrendered Baby Law" poster in a prominent position at the LA-RICS AUTHORITY' place of business. LA-RICS AUTHORITY will also encourage its contractors and subcontractors, if any, to post this poster in a prominent position in the contractor's or subcontractor's place of business. The County's Department of Children and Family Services will supply LA-RICS AUTHORITY with the poster to be used. As of the inception of this Agreement, information on how to receive the poster can be found on the Internet at www.babysafela.org.

52. **WARRANTY OF ADHERENCE TO OWNER'S CHILD SUPPORT COMPLIANCE PROGRAM**

52.01 LA-RICS AUTHORITY acknowledges that the County has established a goal of ensuring that all LA-RICS AUTHORITY's employees are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

52.02 As required by the County's Child Support Compliance Program (Owner Code Chapter 2.200) and without limiting the LA-RICS AUTHORITY's duty under this Agreement to comply with all applicable provisions of law, the LA-RICS AUTHORITY warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California

Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

53. **RECYCLED BOND PAPER**

Consistent with the County's Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, LA-RICS AUTHORITY agrees to use recycled-content paper to the maximum extent possible on this Agreement and all documents related thereto.

DRAFT / CONFIDENTIAL

IN WITNESS WHEREOF, the LA-RICS AUTHORITY has executed this Agreement or caused it to be duly executed and Owner has caused this Agreement to be executed on the day, month and year first above written.

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

COUNTY OF LOS ANGELES

A California Joint Powers Authority

By: _____

By: _____

Print Name: _____

Its: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

RICHARD D. WEISS
ACTING COUNTY COUNSEL

RICHARD D. WEISS
ACTING COUNTY COUNSEL

By: _____
Deputy

By: _____
Deputy

EXHIBIT A

SITE DESCRIPTION

Site ID	Facility Name	Organization / Operator	Address Line	City	Parcel Ownership
BMT	Bald Mountain	LA County	46811 Ridge Route Rd	Gorman	LA County
CCB	Compton Court Building	LA County	200 W. Compton Blvd	Compton	State of California
HPK	Hauser Peak	LA County	Sierra Pelona W Mountain Way	Palmdale	LA County
ONK	Oat Mountain Nike	LA County	N 34.3260° W118.5867°	Chatsworth	LA County
RHT	Rolling Hills Transmit	LA County	5741 W Crestridge Rd	Rancho Palos Verdes	LA County
FCCF	LA County Fire Command	LA County Fire Dept	1320 N Eastern Ave	Los Angeles	LA County Consolidated Fire
LACF028	County FS 28	LA County Fire Dept	7733 Greenleaf Ave	Whittier	LA County Consolidated Fire
LACF077	County FS 77	LA County Fire Dept	46833 Peace Valley Rd	Gorman	LA County Consolidated Fire
LACF091	County FS 91	LA County Fire Dept	2691 S Turnbull Canyon Rd	Hacienda Heights	LA County Consolidated Fire
LACF119	County FS 119	LA County Fire Dept	20480 E Pathfinder Rd	Walnut	LA County Consolidated Fire
LACF144	County FS 144	LA County Fire Dept	31981 Foxfield Dr	Westlake Village	LA County Consolidated Fire
LACF149	County FS 149	LA County Fire Dept	31770 Ridge Route	Castaic	LA County Consolidated Fire
LACF157	County FS 157	LA County Fire Dept	15921 Spunky Canyon Rd	Santa Clarita	LA County Consolidated Fire
LACF169	County FS 169	LA County Fire Dept	5112 N Peck Road	El Monte	LA County
LACFDEL	Del Valle Training	LA County Fire Dept	28101 Chiquito Canyon Rd	Valencia	LA County Consolidated Fire
MLM	Mira Loma Facility	LA County Sheriff's Dept	45100 N. 60th West	Lancaster	LA County
MVS	Monte Vista (Star Center)	LA County Sheriff's Dept	11515 Colima Road	Whittier	LA County

EXHIBIT B
EQUIPMENT LIST

DRAFT / CONFIDENTIAL

EXHIBIT C
SITE PLAN

DRAFT / CONFIDENTIAL

LMR SITES Los Angeles County

Site ID	Facility Name	Organization / Operator	Address Line	City	Parcel Ownership
BMT	Bald Mountain	LA County	46811 Ridge Route Rd	Gorman	LA County
CCB	Compton Court Building	LA County	200 W. Compton Blvd	Compton	State of California
HPK	Hauser Peak	LA County	Sierra Pelona W Mountain Way	Palmdale	LA County
ONK	Oat Mountain Nike	LA County	N 34.3260° W118.5867°	Chatsworth	LA County
RHT	Rolling Hills Transmit	LA County	5741 W Crestridge Rd	Rancho Palos Verdes	LA County
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LACFDEL	Del Valle Training	LA County Fire Dept	28101 Chiquito Canyon Rd	Valencia	LA County Consolidated Fire
MLM	Mira Loma Facility	LA County Sheriff's Dept	45100 N. 60th West	Lancaster	LA County
MVS	Monte Vista (Star Center)	LA County Sheriff's Dept	11515 Colima Road	Whittier	LA County



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 100
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

PATRICK J. MALLON
EXECUTIVE DIRECTOR

January 8, 2015

Board of Directors
Los Angeles Regional Interoperable Communications System ("LA-RICS") Authority
(the "Authority")

Dear Directors:

APPROVE SITE ACCESS AGREEMENT WITH THE CITY OF MONTEREY PARK

SUBJECT

Board approval is requested to delegate authority to the Executive Director to finalize and execute substantially similar in form, a Site Access Agreement with the City of Monterey Park, for the LTE System known as the Public Safety Broadband Network ("PSBN").

RECOMMENDED ACTION:

It is recommended that your Board:

1. Find that the approval and execution of the Site Access Agreement by the LA-RICS Authority does not result in any change to the PSBN project, or to the circumstances under which the project is being undertaken, and that the determination that these activities are exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project, remains unchanged.
2. Authorize the Executive Director to finalize and execute, substantially similar in form to those attached, a Site Access Agreement with the City of Monterey Park. The Site Access Agreement is for the Long Term Evolution (LTE) broadband communication sites for the PSBN within its respective jurisdictions or under its control.

AGENDA ITEM J

BACKGROUND

At the May 16, 2013 Board meeting, your Board directed staff to begin negotiations with various jurisdictions for Site Access Agreements ("SAAs") for licensing the use of specific sites to the Authority for its use as a Land Mobile Radio ("LMR") and/or Long Term Evolution ("LTE") broadband communication site. With respect to LTE, which is also known as the PSBN, discussions and negotiations with the City of Monterey Park have resulted in the attached Site Access Agreement, Enclosure 1.

By entering into the Site Access Agreement with the City of Monterey Park, the City will provide the Authority with a license to use a portion of their owned or leased property for use as a Long Term Evolution (LTE) broadband communications site(s). A list of the site is enclosed as Enclosure 2. The licensed site(s) would include all necessary space and easements for access and utilities to construct, install, operate, maintain and repair an unmanned LTE communications facility. A brief summary of similar relevant provisions with the city follows below:

Member Agency	Number of Sites	Term	Lease Cost	Zoning Requirements	Ministerial Permitting Cost
Monterey Park	1	In Effect Until Terminated	Gratis	CUP	Waived

By granting approval for the execution of the SAA with the City of Monterey Park, it will assist in keeping the LTE project schedule on track, and make the goal of interoperable communications in Los Angeles County a reality.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide the Executive Director authorization to execute the attached Site Access Agreement with the City of Monterey Park for the implementation of the LA-RICS LTE installation.

FISCAL IMPACT/FINANCING

There is no fiscal impact.

ENVIRONMENTAL DOCUMENTATION

On March 6, 2014, the Board determined that design, construction, implementation, operation, and maintenance of the PSBN project (also known as the Long Term Evolution (LTE) Project) collectively and individually at the 229 sites where PSBN infrastructure will be constructed, installed, operated and maintained, including

the site covered by this Site Access Agreement is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project. Approval of this Site Access Agreement does not result in any change to the PSBN project, or to the circumstances under which the project is being undertaken, and the determination that these activities are exempt from CEQA remains unchanged. As the CEQA Lead Agency, the LA-RICS Authority has determined that all of the LTE sites, including the site covered by the attached Site Access Agreement, meet the statutory exemption. This determination is supported by substantial evidence in the custody of the Authority, which is incorporated in relevant part into the record of proceedings for this Site Access Agreement.

Upon the approval of the recommended actions, a Notice of Exemption for the Site Access Agreement will be filed with the Registrar Recorder/County Clerk pursuant to Section 15062 of the State CEQA Guidelines.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,



PATRICK J. MALLON
EXECUTIVE DIRECTOR

PJM:WST

c: Counsel to the Authority

Enclosures

LTE SITE ACCESS AGREEMENT

THIS SITE ACCESS AGREEMENT ("Agreement"), is made and entered into in duplicate original this _____ day of _____, 2015,

BY AND BETWEEN

CITY OF MONTEREY PARK, a municipal corporation, hereinafter referred to as "Owner"

AND

THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY, a Joint Powers Authority, hereinafter referred to as "LA-RICS Authority."

RECITALS:

WHEREAS, Owner is currently a member of the LA-RICS Authority, which was established pursuant to a Joint Powers Agreement dated January 2009 ("JPA") for the purpose of coordinating governmental services to establish a wide-area interoperable public safety communications network commonly known as LA-RICS. Owner may withdraw from LA-RICS prior to or after the time that this Agreement becomes effective;

WHEREAS, Owner owns certain real property described on Exhibit A (Site List) hereto ("Real Property"); and

WHEREAS, Owner is willing to permit use of a portion of the Real Property by the LA-RICS Authority for use as a Long Term Evolution broadband ("Broadband" or "LTE") communication site for purposes of assisting LA-RICS and promoting public safety within the region; and

WHEREAS, the parties hereto acknowledge that: (a) LA-RICS AUTHORITY has retained Motorola ("LMR Vendor") to design, construct, and perform services with respect to a regional interoperable LMR telecommunications system as a part of the LA-RICS; (b) the LA-RICS Authority has retained Motorola ("LTE Vendor") to design and construct a regional interoperable Broadband telecommunications system as a part of the LA-RICS; (c) the federal First Responder Network Authority may, or may not retain one or more vendors (collectively, the "First Net Parties"), to design and construct a national interoperable Broadband telecommunications system of which the LA-RICS may be a part; and (d) any of the LA-RICS Authority member agencies may assume the LA-RICS Authority's rights and obligations under this Agreement and/or may perform services with respect to this LA-RICS. However, if the Owner withdraws from LA-RICS it shall have no rights or obligations as a JPA member with respect to LA-RICS but shall retain all ownership rights regarding the Real Property and the LTE Site, and LA-RICS AUTHORITY shall be responsible for all obligations and liabilities with regard to its use

of the LTE Site pursuant to this Agreement and shall retain all rights set forth herein with regard to the use of the LTE Site; and

WHEREAS, LA-RICS AUTHORITY desires to accept and exercise the rights granted by this Agreement for use of the LTE Site located on the Real Property in accordance with the terms and conditions prescribed herein.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and the mutual promises, covenants, and conditions set forth herein, the parties hereto agree as follows:

1. **LTE SITE; LICENSE**

1.01 Owner hereby licenses to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from Owner on the terms and conditions set forth herein, the use of land within a portion of the Real Property, together with the easements for access and utilities to install and operate an unmanned LTE communication facility, consisting of the parcels of land shown on Exhibit A (Site List) attached hereto and incorporated herein by this reference (collectively, the "LTE Site" and each, individually, a "LTE Site").

1.02 The LA-RICS AUTHORITY acknowledges its personal inspection of the LTE Site and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. The LA-RICS AUTHORITY accepts the LTE Site in its "As-Is" condition with the opportunity to investigate the LTE Site and the Real Property, and Owner makes no warranty, express or implied, as to the suitability of the LTE Site or the Real Property for the LA-RICS AUTHORITY's use; its physical condition, including the condition and stability of the soils or groundwater on or under any of the Real Property or the LTE Site; and the presence of pollutants or contaminants therein.

1.03 LA-RICS AUTHORITY, the LTE Vendor, and/or the First Net Parties may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the LTE Site at the LA-RICS AUTHORITY's expense in accordance with all of the terms and conditions of this Agreement.

1.04 LA-RICS AUTHORITY hereby acknowledges the title or other legal right of possession of the Owner or its successors in the Real Property or the LTE Site and covenants and agrees never to assail, contest, or resist said title.

1.05 Ownership of all improvements constructed by the LA-RICS AUTHORITY upon each and every site comprising the LTE Site and all alterations, additions or betterments thereto shall remain with the LA-RICS AUTHORITY or other agencies as may be provided by any applicable LA-RICS grant requirements. The LA-RICS AUTHORITY may remove any of its own improvements to the Real Property at any time during the term of the Agreement, and Owner hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

2. PURPOSE AND USE

2.01 The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use the LTE Site on the Real Property for the installation, operation, maintenance, and repair of a Broadband communication facility. Subject to the Owner's approval rights set forth herein, including without limitation in Sections 3, 6, 7, and 8, the LA-RICS AUTHORITY (and/or its member agencies, the LTE Vendor, the First Net Parties and/or other agents): (a) shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS AUTHORITY's LTE communications system, which typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference, which includes the LTE system and associated infrastructure, shelters, equipment and related improvements, (collectively, the "LA-RICS Facility"), and (b) shall be allowed access over, through and across the Real Property for ingress to and egress from the applicable LTE Site 24 hours per day, 7 days per week with at least 24 hours notice provided to Owner except for emergency purposes in which event as much notice as is reasonably possible will be provided to Owner. Each LTE Site shall be used only for the purposes authorized by this Section 2.01, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

2.02 The LA-RICS AUTHORITY shall ensure that all usage of the LTE Site and/or the Real Property hereunder, including without limitation usage by the LTE Vendor, is in compliance with all terms and conditions of this Agreement.

2.03 Nothing contained in this Agreement shall be deemed or construed in any way to limit the Owner's authority to exercise any right or power concerning the utilization of the Real Property including without limitation the LTE Site and co-location of other transmission or other facilities thereon subject to the terms and conditions of this Agreement including without limitation those set forth in Section 25 hereof; provided, however, that such Owner authority shall not include the exercise of any right or power that would interfere with the LA-RICS Facility.

3. APPROVALS/DESIGN REVIEW

The LA-RICS AUTHORITY shall furnish and submit to Owner copies of project plans and specifications (along with any other information reasonably requested by Owner) for the LTE Site at the 50%, 75%, and 100% stages of design development, for Owner's review and input. LA-RICS AUTHORITY agrees to discuss with Owner the Owner's concerns, if any, regarding the proposed plans and to work in good faith to address such concerns prior to implementation of said plans.

Upon the Owner's and LA-RICS AUTHORITY's approval of the final site plan for the LTE Site, such final site plan will be deemed incorporated herein by reference as Exhibit C (Site Plan). Owner and the LA-RICS AUTHORITY acknowledge that the LA-RICS AUTHORITY is a California joint powers authority whose members have

specified, pursuant to Section 4.04 of its Joint Powers Agreement and Section 6509 of the California Government Code, that all common powers exercised by the LA-RICS AUTHORITY's Board of Directors shall be exercised in a manner consistent with, and subject to all the restrictions and limitations upon the exercise of such powers, as are applicable to the County of Los Angeles ("County") (i.e., the LA-RICS AUTHORITY has adopted the County's operating mode). Accordingly, Owner and the LA-RICS AUTHORITY agree that the LA-RICS AUTHORITY (i) will comply with the Owner's City Building Code requirements and (ii) will seek only those governmental approvals that would normally apply to the County and the Owner/City, other than with respect to ministerial permits as described below. Notwithstanding the foregoing, the parties agree that their cooperation in addressing any concerns raised by the Owner is essential to the success of the LA-RICS project and that accordingly all such concerns will be taken into consideration throughout the LTE Site plan approval process, as described in this Section 3 (Approvals/Design Review and in Section 8 (Alterations).

Should ministerial permits be required, Owner shall expeditiously process such permits within its jurisdiction. To the extent there may be costs associated with Owner's review, such costs will be waived for LA-RICS AUTHORITY. The LA-RICS AUTHORITY may perform and obtain, at the LA-RICS AUTHORITY's sole cost and expense, soil borings, percolation tests, engineering reports, environmental investigations or other tests or reports on, over, and under each LTE Site to the extent necessary to proceed with design, construction, or for compliance with the California Environmental Quality Act and/or the National Environmental Policy Act, and/or to determine if the LA-RICS AUTHORITY's use of the LTE Site will be compatible with the LA-RICS AUTHORITY's engineering specifications and design and operational requirements. Owner shall work cooperatively and expeditiously with the LA-RICS AUTHORITY to complete review of any project plans and specifications, so as not to delay the design and construction of the LA-RICS Facility.

4. **TERM**

The initial term ("Initial Term") of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and shall terminate upon written notice of termination (a) by LA-RICS AUTHORITY or (b) by Owner pursuant to Section 28 (Default) hereof.

5. **CONSIDERATION**

The consideration for the use granted herein shall be LA-RICS AUTHORITY's compliance with all of the terms and conditions of this Agreement and for the general benefit of public safety in the region.

6. **CONDITIONS PRECEDENT TO INSTALLATION OR ALTERATIONS OF EQUIPMENT**

Owner shall have the opportunity to review and approve (which approval shall not be unreasonably withheld), all project plans and specifications for the LA-RICS

AUTHORITY's proposed initial LA-RICS Facility. Any alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements or any alterations required by: (a) the Spectrum Manager Lease Agreement between LA-RICS AUTHORITY and the First Net Parties dated July 1, 2013 (the "Spectrum Lease Agreement") or (b) FCC rules or regulations) after LA-RICS AUTHORITY's initial installation of the LA-RICS Facility on the LTE Site shall be submitted to Owner for its review and approval, which approval shall not be unreasonably withheld but reasons for withholding such approval include but are not limited to an increase in the size, height, aesthetics, and/or health and safety concerns regarding the LA-RICS Facility. In addition, Owner shall have the right to inspect said equipment and the LTE Site at any time upon 24 hours advance notice to LA-RICS AUTHORITY except in the event of an emergency. The LA-RICS AUTHORITY shall not commence installation of equipment or alteration of a LTE Site, or any portion thereof, until the Owner has reviewed and approved the plans and specifications as set forth above. Owner's review and approval of the plans shall not release the LA-RICS AUTHORITY from the sole responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The LA-RICS AUTHORITY shall be responsible for notifying Owner and all other relevant parties immediately upon discovery of such omissions and/or errors. The LA-RICS AUTHORITY shall not cause or permit any change of any equipment installed by the LA-RICS AUTHORITY on a LTE Site including power outputs or changes in the use of frequencies described in Exhibit B hereto (Equipment List) (but not including "like-kind" replacements or any alterations required by: (a) the Spectrum Manager Lease Agreement between LA-RICS AUTHORITY and the First Net Parties dated July 1, 2013 (the "Spectrum Lease Agreement") or (b) FCC rules or regulations), except after Owner has been provided an opportunity to review and approve such plans and specifications as set forth above.

7. INSTALLATION

7.01 LA-RICS AUTHORITY shall install the LA-RICS Facility at its own expense and risk as approved by Owner in accordance with the terms hereof, and such installation shall not cause radio frequency interference with equipment, transmission or reception (operated currently or in the future) by the Owner or other transmission devices that are located on other property owned or leased by Owner. LA-RICS AUTHORITY and/or its agent shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. Each component of the LA-RICS Facility shall be clearly identified with LA-RICS AUTHORITY's and, as applicable, member agency, LTE Vendor, and/or First Net Party's name, address, telephone number, Federal Communications Commission ("FCC") Agreement and frequencies in use. Such identification shall be attached to each component of the LA-RICS Facility in plain view.

7.02 LA-RICS AUTHORITY agrees that Owner may grant the use of any unused portion of the LTE Site to any third party in accordance with Section 25 hereof

for the purpose of installing communications transmitting equipment, so long as such uses do not conflict or interfere with LA-RICS AUTHORITY's operations as provided for pursuant to this Agreement. Any third party granted rights by the Owner shall be required to comply with all applicable noninterference rules of the FCC.

7.03 Owner reserves the right, at its expense, to install on the Real Property, including without limitation within the LTE Site, its own communications shelter, telecommunication equipment, and appropriate tower space for telecommunications and/or microwave (collectively, the "Owner Facilities") so long as the installation of said Owner Facilities does not interfere with LA-RICS AUTHORITY's operations as they exist at the time of Owner's installation of such new equipment. LA-RICS AUTHORITY and Owner agree to make commercially reasonable efforts to resolve any radio frequency interference issues with equipment, transmission or reception caused by the installation of the Owner Facilities. For purposes of clarification, the party installing new facilities on the Real Property shall be responsible for ensuring that such new facilities do not interfere with the operation of any existing facilities on the Real Property.

7.04 LA-RICS AUTHORITY accepts the LTE Site in an "as is" condition as of the date of full execution of this Agreement. LA-RICS AUTHORITY shall have the right to finance and construct approved equipment and related improvements on the LTE Site at LA-RICS AUTHORITY's sole cost and expense, except as may be provided otherwise by other agreements. However, LA-RICS AUTHORITY shall not cause the Real Property or LTE Site to be encumbered or secured by any debt instrument of whatsoever kind or nature, including without limitation mechanics liens, secured loans or bonded indebtedness. Following the construction and installation of the LA-RICS Facility, , subject to the terms and conditions of Section 6 of this Agreement LA-RICS AUTHORITY may thereafter, at its sole cost and expense, perform on the LTE Site construction, maintenance, repairs, additions to, and replacements of its equipment as necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the LTE Site to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements and as required for LA-RICS AUTHORITY's operations of the LA-RICS Facility at the LTE Site, including any structural upgrades required to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements on the LTE Site.

7.05 Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LTE Site, LA-RICS AUTHORITY shall provide Owner with as-built drawings of the LA-RICS Facility ("As-Builts"). Such As-Builts shall include the location of any of LA-RICS AUTHORITY shelters, cabinets, grounding rings, cables, and utility lines associated with LA-RICS AUTHORITY use of the LTE Site in CAD and PDF formats. Upon receipt of the As-Builts by Owner, the As-Builts shall be deemed incorporated herein by reference as updates to Exhibit C (Site Plan). In the event that LA-RICS AUTHORITY fails to deliver the As-Builts as required by this section within ten business days of receipt of written notice, Owner may cause such As-Builts to be prepared on behalf of LA-RICS AUTHORITY and Owner shall assess a fee for the

costs incurred by Owner for the preparation of such As-Builts, the cost of which shall become immediately due and payable to Owner upon invoice accompanied by supporting documentation of such fee. Owner shall be responsible for completion of and costs associated with As-Builts resulting from any modifications required by Owner.

8. **INTENTIONALLY OMITTED**

9. **MAINTENANCE**

Owner shall be responsible for the landscaping maintenance of the Real Property, including the LTE Site except for any hardscape that is erected to screen the LA-RICS Facility. The LTE Site shall be kept neat and clean by LA-RICS AUTHORITY and ready for normal use by Owner and other users. Should LA-RICS AUTHORITY fail to accomplish this, following 30 days written notice from Owner, Owner may perform the work and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by Owner.

LA-RICS AUTHORITY shall be responsible for the timely repair of all damage to the LTE Site or the Real Property to the extent caused by the use of the LTE Site by the LA-RICS AUTHORITY, its employees, agents or business vendors, including without limitation the LTE Vendor. Should LA-RICS AUTHORITY fail to promptly make such repairs after 30 days written notice from Owner, Owner may have repairs made and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by Owner.

10. **CONSTRUCTION STANDARDS**

Installation and maintenance of LA-RICS AUTHORITY's equipment including without limitation the LA-RICS Facility shall be performed in a neat and workmanlike manner and shall at all times comply in all respects to the statutes, laws, ordinances and regulations of any governmental authority having jurisdiction which are applicable to the installation, construction, operation and maintenance of LA-RICS AUTHORITY's equipment, including but not limited to the Owner's City Building Code.

LA-RICS AUTHORITY shall remove any debris to the extent resulting from maintenance, operation and construction on the LTE Site by LA-RICS AUTHORITY, its agents or contractors (including without limitation the LTE Vendor). In the event that LA-RICS AUTHORITY fails to remove such debris from the LTE Site, Owner shall provide written notice to LA-RICS AUTHORITY and allow LA-RICS AUTHORITY ten business days after receipt of notice to remove such debris. After the expiration of such ten-business day period, Owner shall cause such debris to be removed and invoice LA-RICS AUTHORITY for the actual costs of said removal.

11. **OTHER OPERATIONAL RESPONSIBILITIES**

11.01 As applicable, LA-RICS AUTHORITY or its LTE Vendor or the First Net Parties shall:

(a) Comply with and abide by all applicable rules, regulations and directions of Owner.

(b) At all times hold a valid FCC Agreement for the Permitted Activities and comply with all applicable City and County ordinances and all State and Federal laws, and, in the course thereof, obtain and keep in effect all required permits and Agreements required to engage in the Permitted Activities on the LTE Site.

(c) Conduct the Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the Real Property or LTE Site by Owner or the public, except as herein permitted, and remove any agent, invitee or employee who fails to conduct Permitted Activities in the manner heretofore described.

(d) Assume the risk of loss, damage or destruction to the LA-RICS Facility and any and all fixtures and personal property belonging to LA-RICS AUTHORITY that are installed or placed within the LTE Site, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the Owner, its agents, employees or contractors.

12. **RELOCATION**

12.01 Owner shall have the right to request relocation of the LA-RICS Facility or any portion thereof on no more than one occasion during the term hereof to another location on the Real Property ("Alternate Site"), provided:

(a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LTE Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment;

(b) Owner shall pay all costs incurred by LA-RICS AUTHORITY for relocation of LA-RICS AUTHORITY's equipment from the LTE Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LTE Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY's use of the Alternate Site;

(c) Owner shall give LA-RICS AUTHORITY at least six months written notice before requiring relocation; and

(d) LA-RICS AUTHORITY's use pursuant hereto will not be interrupted and LA-RICS AUTHORITY shall be allowed, if necessary, to place temporary equipment on the Real Property during the relocation.

12.02 LA-RICS AUTHORITY shall have the right to request relocation of the LA-RICS Facility or any portion thereof to an Alternate Site on the Real Property pursuant to LA-RICS AUTHORITY's obligations under the Spectrum Lease Agreement, subject to the approval of owner (which shall not be unreasonably withheld) and provided that:

(a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LTE Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment;

(b) LA-RICS AUTHORITY shall pay all costs relating to relocation of LA-RICS AUTHORITY's equipment from the LTE Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LTE Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY's use of the Alternate Site;

(c) LA-RICS AUTHORITY shall give Owner at least XXX months written notice of the requested relocation.

13. **INTENTIONALLY OMITTED**

14. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

14.01 **No Interference.** LA-RICS AUTHORITY shall not use the LTE Site in any way which causes radio frequency ("RF") interference in excess of levels permitted by the FCC or otherwise interferes with the current use of the Property by Owner or Owner's agents, invitees or other licensees or users who may occupy portions of the Real Property at the time this Agreement is entered into. LA-RICS AUTHORITY shall be responsible for electromagnetic compatibility of LA-RICS AUTHORITY's equipment with existing and future equipment at the Real Property.

14.02 **Interference With Public Safety Systems.** In the event of any interference with any changes made in the future to Owner's Police or Fire Department, CWIRS, Paramedic or LANet systems, or any future public safety-related systems, which is caused by LA-RICS AUTHORITY's equipment or operations, LA-RICS AUTHORITY shall be immediately notified by Owner of such interference. Following such notification, the parties will cooperatively discuss and reach agreement on how such interference will be resolved with the understanding that the interference issue must be resolved such that Owner's public safety-related communications systems are functioning properly on an immediate basis due to critical nature of the systems.

14.03 **Interference With Non-Public Safety Systems.** In the event LA-RICS AUTHORITY's operations or equipment causes interference with any changes made

in the future to non-public safety-related systems of Owner or any other duly authorized occupant of the Real Property, written notice of such interference shall be provided to LA-RICS AUTHORITY. Owner agrees that Owner and/or any other occupants of the Real Property who currently have or in the future take possession of the Real Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference with the existing equipment of LA-RICS AUTHORITY.

14.04 Interference During Emergency. If any measurable interference caused by LA-RICS AUTHORITY's equipment with Owner's electronic equipment during an emergency incident occurs, the LA-RICS AUTHORITY will immediately cease operation, transmission or further use of LA-RICS AUTHORITY's equipment until such time as the emergency incident or interference has ended but LA-RICS AUTHORITY shall be permitted to power up its equipment for intermittent testing with notice.

14.05 Compliance With Law. LA-RICS AUTHORITY is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as applicable rules and/or regulations of any other federal or state agency (including without limitation the Occupational Safety and Health Administration ("OSHA") having jurisdiction over the installation, operation, maintenance and/or working conditions involving RF emissions and/or safety and work standards performed on or near communications towers and antenna-licensed premises. LA-RICS AUTHORITY agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation, and maintenance of its own equipment and for repairs to its own equipment at the LTE Site. LA-RICS AUTHORITY will immediately remedy its operations to comply with such applicable laws, rules and regulations as they apply to its operations, individually and in the aggregate, with all applicable FCC and other applicable governmental RF emissions standards, but shall only be liable for any violations of such applicable standards to the extent arising solely from LA-RICS AUTHORITY's equipment alone and not in combination with others. Where LA-RICS AUTHORITY's equipment, in combination with other, exceed or violates such standards, LA-RICS AUTHORITY shall reasonably cooperate with Owner and with other relevant parties to mitigate such violations in a timely manner.

15. **UTILITIES**

LA-RICS AUTHORITY shall, at its sole cost and expense, cause the installation of any utility service line required by or for the conduct of the Permitted Activities, and shall be responsible for the payment of all utilities necessary for the operation of the LA-RICS Facility on the LTE Site. If such installation is not feasible, as determined by Owner, LA-RICS AUTHORITY acknowledges and agrees that LA-RICS AUTHORITY nonetheless shall be responsible for any all costs of utilities used by LA-RICS AUTHORITY, which costs will be invoiced by Owner and paid by LA-RICS AUTHORITY within thirty (30) days of its receipt of such invoice.

16. **HOLD HARMLESS AND INDEMNIFICATION**

LA-RICS AUTHORITY agrees to indemnify, defend, save and hold harmless Owner and its agents, elected and appointed officers, and employees from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with LA-RICS AUTHORITY's operations or its services hereunder, including, without limitation, any Workers' Compensation suit, liability, or expense, to the extent arising from or connected with LA-RICS AUTHORITY's use of the Real Property or LTE Site and for services performed by or on behalf of LA-RICS AUTHORITY by any person pursuant to or related this Agreement including without limitation the LTE Vendor.

Owner agrees to indemnify, defend, save and hold harmless LA-RICS AUTHORITY and its member agencies, agents, elected and appointed officers, employees, and contractors from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage to the extent arising from or connected with the negligence or willful misconduct of Owner and/or its agents, elected and appointed officers, employees, and contractors in connection with the performance of Owner's obligations hereunder.

17. **INSURANCE**

17.01 Without limiting LA-RICS AUTHORITY's obligations to Owner, LA-RICS AUTHORITY shall provide and maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the Owner's Risk Manager, and evidence of such programs satisfactory to the Owner Risk Manager, shall be delivered to the Risk Manager c/o City Clerk on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that Owner is to be given written notice at least thirty (30) days in advance of any modification or termination of any provisions of insurance and shall name the Owner as an additional insured (except for the Workers' Compensation Insurance). LA-RICS AUTHORITY may self-insure through membership in the California Joint Powers Insurance Authority (JPIA). LA-RICS AUTHORITY will require its contractors and subcontractors (including without limitation the LTE Vendor) to provide commercial insurance as required in the Section, and any additional insurance required by LA-RICS AUTHORITY of its contractor(s) and/or subcontractor(s), shall name the Owner as an additional insured.

(a) General Liability. A program of insurance which shall be primary to and not contributing with any other insurance maintained by Owner, written on ISO policy form CG 00 01 or its equivalent, and endorsed to name the Owner as an additional insured, and shall include, but not be limited to:

(1) Comprehensive general liability insurance endorsed for Site-operations, products/completed operations, contractual, broad form property damage, and personal injury with a limit of not less than

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Per occurrence	\$ 1 million

(2) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in LA-RICS AUTHORITY's business operations.

(b) Workers Compensation. If applicable, a program of workers' compensation insurance in an amount and form to meet all applicable requirements of the labor code of the State of California, and which specifically covers all persons providing services on behalf of LA-RICS AUTHORITY and all risks to such persons under the Agreement.

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

(c) **Construction Insurance.** If construction work is performed by LA-RICS AUTHORITY or its agents during the term of this Lease (i.e. demolition of structures, construction of new structures, renovation or retrofit involving structures frame, foundation or supports, or more than 50% of building, etc.) then LA-RICS AUTHORITY or LA-RICS AUTHORITY's contractor shall provide the following insurance. Owner shall determine the coverage limits required on a project by project basis:

- **Builder's Risk Course of Construction Insurance.** Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30). This insurance shall be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants, and full collapse

coverage during construction, without restricting collapse coverage to specified perils. Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, including Owner furnished materials and equipment, against loss or damage until completion and acceptance by the LA-RICS AUTHORITY and the Owner if required.

- **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, naming Owner as an additional insured, with limits of not less than the following:

General Aggregate:	\$50 million
Products/Completed Operations Aggregate:	\$50 million
Personal and Advertising Injury:	\$25 million
Each Occurrence:	\$ 25 million

The Products/Completed Operations coverage shall continue to be maintained in the amount indicated above for at least two (2) years from the date the Project is completed and accepted by the LA-RICS AUTHORITY and the Owner if required.

- **Automobile Liability.** such coverage shall be written on iso policy form ca 00 01 or its equivalent with limits of not less than \$5 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. such insurance shall cover liability arising out of LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor use of autos pursuant to this lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- **Professional Liability.** Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the LA-RICS AUTHORITY's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than **\$5 million** per claim and **\$10 million** aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.
- **Workers Compensation and Employers' Liability Insurance** or qualified self-insurance satisfying statutory requirements. Such coverage shall provide Employers' Liability coverage with limits of not less than \$1 million per accident. Such policy shall be endorsed to waive subrogation against the Owner for injury to the LA-RICS

AUTHORITY's or LA-RICS AUTHORITY's contractor employees. If the LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor employees will be engaged in maritime employment, the coverage shall provide the benefits required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act or any other federal law to which the LA-RICS AUTHORITY is subject. If LA-RICS AUTHORITY or LA-RICS AUTHORITY's contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the Owner as the Alternate Employer, and the endorsement form shall be modified to provide that Owner will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

17.02 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to Owner with an A.M. Best rating of not less than A:VII, unless otherwise approved by Owner.

17.03 Failure to Maintain Coverage. Failure by LA-RICS AUTHORITY to maintain the required insurance, or to provide evidence of insurance coverage acceptable to Owner, shall constitute a material breach of this Agreement.

17.04 Notification of Incidents. Claims or Suits. LA-RICS AUTHORITY shall report to Owner any accident or incident relating to activities performed under this Agreement which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against LA-RICS AUTHORITY and/or Owner. Such report shall be made in writing within 72 hours of LA-RICS AUTHORITY's knowledge of such occurrence.

17.05 Compensation for Owner Costs. In the event that LA-RICS AUTHORITY fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to Owner, LA-RICS AUTHORITY shall pay full compensation for all reasonable costs incurred by Owner.

17.06 Additional Insured. All insurance policies required by this Section 17 shall identify by way of an endorsement the Owner and its officers, officials, employees and agents as additional insureds.

18. **FAILURE TO PROCURE INSURANCE**

18.01 Failure on the part of LA-RICS AUTHORITY to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which Owner may immediately terminate this Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and

all monies so paid by Owner shall be repaid by LA-RICS AUTHORITY to Owner upon demand.

18.02 Use of the LTE Site shall not commence until LA-RICS AUTHORITY has complied with the aforementioned insurance requirements, and shall be suspended during any period that LA-RICS AUTHORITY fails to maintain said insurance policies in full force and effect.

19. **TAXES**

19.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the LTE Site created by this Agreement may be subject to property taxation if created. The party in whom the property interest is vested may be subject to the payment of the property taxes levied on the interest.

19.02 LA-RICS AUTHORITY shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, Owner, City, or any other tax or assessment-levying body upon the LTE Site arising from LA-RICS AUTHORITY's use of the LTE Site.

19.03 If LA-RICS AUTHORITY fails to pay any lawful taxes or assessments upon the LTE Site which LA-RICS AUTHORITY is obligated to pay, LA-RICS AUTHORITY will be in default of the Agreement.

21.04 Owner reserves the right to pay any such tax, assessment, fees or charges, and all monies so paid by Owner shall be repaid by LA-RICS AUTHORITY to Owner upon demand. LA-RICS AUTHORITY and Owner agree that this is a Agreement and not a lease and no real estate interest is being conveyed herein.

20. **NOTICES**

Notices desired or required to be given pursuant to this Agreement or by any law now in effect shall be given by enclosing the same in a sealed envelope, Certified Mail - Return Receipt Requested, addressed to the party for whom intended and depositing such envelope, with postage prepaid, in the U.S. Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same, shall be addressed to LA-RICS AUTHORITY as follows:

LA-RICS AUTHORITY
2525 Corporate Place, Second Floor

Monterey Park, California 91754

ATTN: Executive Director

or such other place as may hereinafter be designated in writing by LA-RICS AUTHORITY. . 24-hour emergency contact information for LA-RICS is as follows:

CONSTRUCTION PERIOD: Patrick J. Mallon, (626) 969-6163

NETWORK OPERATIONS CENTER (Post-Construction):
Lieutenant Mark Wilkins, (323) 351-6507

The notices and the certificate of insurance and envelopes containing the same to the Owner shall be addressed as follows:

Monterey Park City Clerk

320 W. Newmark Ave.

Monterey Park, CA 91754

or such other place as may hereinafter be designated in writing by Owner.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Notices may also be provided by electronic mail or facsimile transmission, provided that such notices are followed up with a copy sent via US Mail.

21. **LA-RICS FACILITY REMOVAL**

21.01 Upon termination of this Agreement LA-RICS AUTHORITY shall remove all of its LA-RICS Facility and personal and improvements from the LTE Site and the Real Property and restore the LTE Site to the same or better condition as it existed prior to the time of installation of the LA-RICS Facilities, reasonable wear and tear and damage or destruction by acts of God beyond the control of LA-RICS AUTHORITY excepted.

21.02 If LA-RICS AUTHORITY does not timely remove all of its LA-RICS Facility, personal property and improvements from the LTE Site and the Real Property within 90 days of termination of this Agreement, Owner may, but shall not be required to, remove the LA-RICS Facility and all personal property and improvements at LA-RICS AUTHORITY's expense. Notwithstanding the foregoing, if weather conditions or lack of access to the LTE Site render the timely removal of LA-RICS AUTHORITY's property impossible, then LA-RICS AUTHORITY shall have thirty (30) days from the earliest date on which access is possible in which to comply with this Section 21. LA-RICS AUTHORITY shall reimburse Owner for all such removal costs within thirty (30) days of receipt of an itemized accounting of the cost for such removal of personal property and improvements. Owner shall incur no liability for any damage to the LA-RICS Facility during removal or storage.

22. **INDEPENDENT STATUS**

This Agreement is by and between Owner and LA-RICS AUTHORITY and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between Owner and LA-RICS AUTHORITY. LA-RICS AUTHORITY understands and agrees to bear the sole

responsibility and liability for furnishing Workers' Compensation with respect to services performed on behalf of LA-RICS AUTHORITY pursuant to this Agreement.

23. **AMENDMENT**

Any modification of any of the terms and conditions hereof shall require a written amendment signed by an authorized agent of the LA-RICS AUTHORITY and an authorized agent of Owner.

24. **ASSIGNMENT**

24.01 This Agreement may not be sold, assigned or transferred by LA-RICS AUTHORITY without the approval or consent of the Owner, which consent may not be unreasonably withheld so long as the assignment is to a public agency to serve a purpose similar to that served by this Agreement.

24.02 To effect an assignment or transfer pursuant to this Section 25 (Assignment), LA-RICS AUTHORITY shall first deliver to the Owner:

- (i) A written request for approval;
- (ii) The name, address, and most recent financial statements of the proposed transferee, assignee or sublicensee;
- (iii) Proposed unredacted instrument of transfer or assignment or any or all of its rights hereunder; and
- (iv) Any other information reasonably requested by the Owner.

25.03 Owner shall approve or disapprove a proposed transfer, assignment or sublicense within sixty (60) days after LA-RICS AUTHORITY delivers all such items to the Owner. Owner's failure to respond to any request pursuant to this Section shall be deemed disapproval of said request.

25.04 In the case of an assignment of this Agreement, the proposed instrument shall include a written assumption by the assignee of all obligations of LA-RICS AUTHORITY under the Agreement arising thereafter and assignee shall be liable to perform the full obligations of the LA-RICS AUTHORITY under this Agreement and as a condition to the completion of such transfer must cure, remedy, or correct any event of default existing at the time of such transfer in a manner satisfactory to the Owner.

25.05 In the case of a sublicense, the proposed instrument shall specifically include a provision that the sublicensee shall comply with and be subject to all of the terms covenants, and conditions of this Agreement.

25.06 Owner shall have the right to lease or license the use of space on LA-RICS Authority's telecommunications pole to third party(ies), if such telecommunications pole is capable of housing such third party(ies), based on terms mutually agreeable to

the LA-RICS Authority. Owner shall submit any proposed lease or license to the LA-RICS Authority for review and approval prior to entering into such lease or license. Such proposed instrument shall specifically include: (a) a provision that the lease or license shall comply with and be subject to all of the terms, covenants, and conditions of this Agreement, and (b) a requirement that any third party use of LA-RICS Authority's telecommunications pole shall not interfere with LA-RICS Authority's use of the LA-RICS Facility or its operations. The parties agree that any revenues generated by such third party leases or licenses by Owner shall be retained by Owner, except for an amount to be agreed upon between Owner and LA-Rics Authority, which sum is intended to compensate LA-RICS AUTHORITY for its operational, administrative and other costs associated with third party use of the LA-RICS Authority's telecommunications pole.

25. **INTENTIONALLY OMITTED**

26. **CONDEMNATION**

In the event of any condemnation of the Real Property (or any portion thereof), LA-RICS AUTHORITY may terminate this Agreement upon written notice to Owner if such condemnation may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at the LTE Site for more than forty-five (45) days. LA-RICS AUTHORITY may on its own behalf make a claim in any condemnation proceeding involving the LTE Site for losses related to the equipment comprising the applicable LA-RICS Facility, its relocation costs and its damages and losses (but not for the loss of its interest, if any, under this Agreement). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and Owner and LA-RICS AUTHORITY shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other, if any, under this Agreement.

27. **DEFAULT**

Except as otherwise provided in this Agreement, in the event of a default hereunder by LA-RICS AUTHORITY, Owner shall provide written notice thereof to LA-RICS AUTHORITY. LA-RICS AUTHORITY shall have sixty (60) days from the date of said notice in which to cure the default, provided that LA-RICS AUTHORITY shall have such extended period beyond sixty (60) days as may be required if the nature of the cure is such that it reasonably requires more than sixty (60) days and LA-RICS AUTHORITY has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. Owner may not maintain any action or effect any remedies for default against LA-RICS AUTHORITY unless and until LA-RICS AUTHORITY has failed to cure a default within the time periods set forth in this section. In the event that LA-RICS AUTHORITY fails to cure a default within sixty (60) days or as otherwise provided in this section, Owner may: (a) cure the default and invoice LA-RICS AUTHORITY for all costs reasonably incurred in effecting such cure, or (b) terminate this Agreement upon written notice to LA-RICS AUTHORITY, take possession of the LTE Site and remove all LA-RICS

AUTHORITY's improvements located thereon. In the event of a default hereunder by Owner, LA-RICS AUTHORITY shall provide written notice thereof to Owner. Owner shall have sixty (60) days from the date of said notice in which to cure the default, provided that Owner shall have such extended period beyond sixty (60) days as may be required if the nature of the cure is such that it reasonably requires more than sixty (60) days and Owner has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. LA-RICS AUTHORITY may not maintain any action or effect any remedies for default against Owner unless and until Owner has failed to cure a default within the time periods set forth in this section. In the event that Owner fails to cure a default within sixty (60) days or as otherwise provided in this section, LA-RICS AUTHORITY may: (a) cure the default and invoice Owner for all costs reasonably incurred by LA-RICS AUTHORITY in effecting such cure, or (b) terminate this Agreement upon written notice to Owner.

28. WAIVER

28.01 Any waiver by either party of the breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping either party from enforcing the full provisions thereof.

28.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this Agreement shall be cumulative.

29. HAZARDOUS MATERIALS

The parties hereto hereby warrant and represent that they shall comply with all applicable Federal, State, and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the LTE Site and the Real Property. For purposes of this Agreement, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances, as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the Real Property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8., as it may be amended from time to time.

The parties each agree to indemnify and defend the other and the other's agents, officers, employees, and contractors against any and all losses, liabilities, claims and/or

costs (including reasonably attorneys' fees and costs) to the extent arising from the indemnifying party's breach of the provisions contained in this Section.

30. **DAMAGE OR DESTRUCTION**

Either party shall have the right to terminate this Agreement with respect to all or any portion of the LTE Site in the event of one of the following: (a) the applicable Real Property or the LTE Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that repairs cannot reasonably be expected to be completed within forty-five (45) days following said damage (or Owner in its sole discretion elects not to make such repair and it is acknowledged that Owner has no obligation to make any such repair); or (b) the applicable Real Property or LTE Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that such damage may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at such LTE Site for more than forty-five (45) days. Notwithstanding the foregoing, in the event of any of the damage described in this Section, LA-RICS AUTHORITY shall have the right at its sole expense to elect to perform or cause to be performed any of the required repairs to the applicable Real Property or LTE Site should Owner elect not to undertake such repairs. Any notice of termination provided pursuant to this Section shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement, if any.

Should any matter or condition beyond the control of the parties, such as war, public emergency, calamity, fire, earthquake, flood or act of God prevent performance of this Agreement by either party, such party shall be relieved of the performance of such obligations during the time period of the event.

LA-RICS AUTHORITY shall be solely responsible for any damage or loss to LA-RICS AUTHORITY's equipment resulting from theft or vandalism or resulting from any other cause, except to the extent caused by Owner's acts or omissions.

31. **AUTHORIZATION WARRANTY**

The parties hereto represent and warrant that the person executing this Agreement for each of them is an authorized agent who has actual authority to bind such party to each and every term, condition, and obligation of this Agreement and that all requirements of such party have been fulfilled to provide such authority.

32. **INDEPENDENT CONTRACTOR STATUS**

This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between Owner and LA-RICS AUTHORITY. LA-RICS AUTHORITY shall bear the sole responsibility and liability for furnishing Worker's Compensation benefits to any person for injuries from or connected with services performed on behalf of LA-RICS

AUTHORITY pursuant to this Agreement as required by law. The foregoing indemnification does not apply to liability caused by the negligence of the Owner.

33. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with the internal laws of the State of California. LA-RICS AUTHORITY agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

34. COMPLIANCE WITH APPLICABLE LAW

In the performance of this Agreement, each party and anyone acting on such party's behalf pursuant to this Agreement shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures (including without limitation the rules and regulations of the FCC, the Federal Aviation Administration ("FAA"), and OSHA, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

35. COMPLIANCE WITH CIVIL RIGHTS LAWS, NONDISCRIMINATION AND AFFIRMATIVE ACTION

35.01 LA-RICS AUTHORITY hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition or physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program or activity supported by this Agreement.

36.02 LA-RICS AUTHORITY certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

35.03 LA-RICS AUTHORITY certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

35.04 If the Owner finds that any of the above provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement upon which the Owner may terminate, or suspend this Agreement.

35.05 While the Owner reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission, the Federal Equal Employment Opportunity Commission that LA-RICS AUTHORITY has violated Federal or State anti discrimination laws or regulations shall constitute a finding by Owner that LA-RICS AUTHORITY has violated the anti-discrimination provisions of this Agreement.

35.06 In the event LA-RICS AUTHORITY violates the antidiscrimination provisions of the Agreement, the parties agree that it is difficult to ascertain the amount of liquidated damages, and hereby agree that the Owner shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS (\$500.00) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

36. **NON EXCLUSIVITY**

Nothing herein is intended or shall be construed as creating any exclusive arrangement with LA-RICS AUTHORITY. This Agreement shall not restrict the Owner from acquiring similar, equal or like goods and/or services from other entities or sources.

37. **NOTICE OF EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

LA-RICS AUTHORITY shall notify its employees, and shall require each Contractor and Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

38. **PUBLIC RECORDS ACT**

38.01 Any documents submitted by LA-RICS AUTHORITY or its agents including without limitation the LTE Vendor and all information obtained in connection with the Owner's right to inspect the LTE Site or any other rights provided by this Agreement shall become the exclusive property of the Owner. All such documents become a matter of public record and shall be regarded as public records, except as specifically provided by California Government Code Section 6250 et seq. ("Public Records Act") and which are marked "trade secret," "confidential," or "proprietary." The Owner shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

38.02 In the event the Owner is required to defend an action on a Public Records Act request as requested by LA-RICS AUTHORITY for any of the aforementioned documents, information, books, records, and/or contents of a proposed marked "trade secret," "confidential", or "proprietary," LA-RICS AUTHORITY agrees to

refund and indemnify the Owner from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after LA-RICS AUTHORITY's receipt of Owner's invoice.

38.03 Any documents submitted by Owner or its agents and all information obtained in connection with LA-RICS AUTHORITY's rights provided by this Agreement shall become the exclusive property of LA-RICS AUTHORITY. All such documents become a matter of public record and shall be regarded as public records, except as specifically provided by California Government Code Section 6250 et seq. ("Public Records Act") and which are marked "trade secret," "confidential," or "proprietary." LA-RICS AUTHORITY shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

38.04 In the event the LA_RICS AUTHORITY is required to defend an action on a Public Records Act request as requested by the Owner for any of the aforementioned documents, information, books, records, and/or contents Owner agrees to refund and indemnify the LA-RICS AUTHORITY from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after Owner's receipt of LA-RICS AUTHORITY's invoice.

39. **OTHER TERMS AND CONDITIONS**

39.01 Advertising Materials and Signs. Except for warning signs required by law, LA-RICS AUTHORITY shall not post signs upon the LTE Site or improvements thereon, or distribute or cause to be distributed any advertising materials.

39.02 Habitation. The LTE Site shall not be used for human habitation.

39.03 Illegal Activities. LA-RICS AUTHORITY shall not knowingly permit any illegal activities to be conducted upon the LTE Site.

39.04 Safety. LA-RICS AUTHORITY shall immediately correct any unsafe condition on the LTE Site, as well as any unsafe practices occurring thereon, to the extent such unsafe condition or practice occurs as a result of LA-RICS AUTHORITY's use of the LTE Site. LA-RICS AUTHORITY shall cooperate fully with Owner in the investigation of any accidental injury or death occurring on the LTE Site, including a prompt report thereof to the Owner. LA-RICS AUTHORITY shall cooperate and comply fully with Owner, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all LA-RICS AUTHORITY's structures and enclosures. LA-RICS AUTHORITY, at its expense, may use any and all appropriate means of restricting public access to the LTE Site.

39.05 Sanitation. No offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the

public health in violation of the law, shall be permitted or remain on the LTE Site and within a distance of fifty (50) feet thereof, and LA-RICS AUTHORITY and Owner shall prevent any accumulation thereof from occurring.

39.06 Security Devices. LA-RICS AUTHORITY, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the LTE Site from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the Owner. Owner shall not be responsible for securing the Real Property.

40. **NON-AVAILABILITY OF FUNDING**

The parties acknowledge and agree that LA-RICS' AUTHORITY's performance of its obligations under this Agreement is subject to the continuing availability of federal grants or other funds for the LA-RICS Project. This Agreement may be terminated by LA-RICS AUTHORITY (and the LA-RICS Facility removed from the LTE Site in accordance with Section 22 (LA-RICS Facility Removal)hereof) upon a loss or reduction of grant funds or other applicable funding sources.

41. **ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE**

LA-RICS AUTHORITY hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this Agreement.

42. **LA-RICS AUTHORITY'S STAFF AND EMPLOYMENT PRACTICES**

42.01 LA-RICS AUTHORITY shall designate one member of its staff as an Operations Manager with whom the Owner may deal with on a daily basis. Any person selected by LA-RICS AUTHORITY as an Operations Manager shall be fully acquainted with LA-RICS AUTHORITY's operation, familiar with the terms and the conditions prescribed therefore by this Agreement, and authorized to act in the day-to-day operation thereof.

42.02 LA-RICS AUTHORITY shall establish an identification system for each of its personnel assigned to service the LTE Site that clearly indicates the name of the person. The identification system shall be furnished at LA-RICS AUTHORITY expense and may include appropriate uniform attire and name badges as routinely maintained by LA-RICS AUTHORITY.

43. **BANKRUPTCY**

The Owner and LA-RICS AUTHORITY hereby expressly agree and acknowledge that it is the intention of both parties that in the event that during the term of this Agreement LA-RICS AUTHORITY shall become a debtor in any voluntary or involuntary

bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the Code), this Agreement is and shall be treated as an unexpired lease of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

44. **SUCCESSORS AND ASSIGNS**

Subject to any provision hereof restricting assignment or subletting by LA-RICS AUTHORITY, this Agreement shall bind the parties, their personal representatives, successors and assigns.

45. **SEVERABILITY**

The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

46. **INTERPRETATION**

Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

47. **ENTIRE AGREEMENT**

This Agreement (and the attached exhibits) contains the entire agreement between the parties hereto with respect to the matters set forth herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Owner and LA-RICS AUTHORITY.

IN WITNESS WHEREOF, the LA-RICS AUTHORITY has executed this Agreement or caused it to be duly executed and Owner has caused this Agreement to be executed on the day, month and year first above written.

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

CITY OF MONTEREY PARK

A California Joint Powers Authority

By: _____

By: _____

Print Name: _____

Its: _____

APPROVED AS TO FORM:

ATTEST:

MARK J. SALADINO
County Counsel

By: _____
Deputy

By: _____

EXHIBIT A

SITE LIST

Site ID	Facility Name	Organization	Address Line	City	Zip Code	Parcel Owner
MNTPKPD	Monterey Park PD	City of Monterey Park Police Dept	320 W. Newmark Ave.	Monterey Park	91754	City of Monterey Park

EXHIBIT B

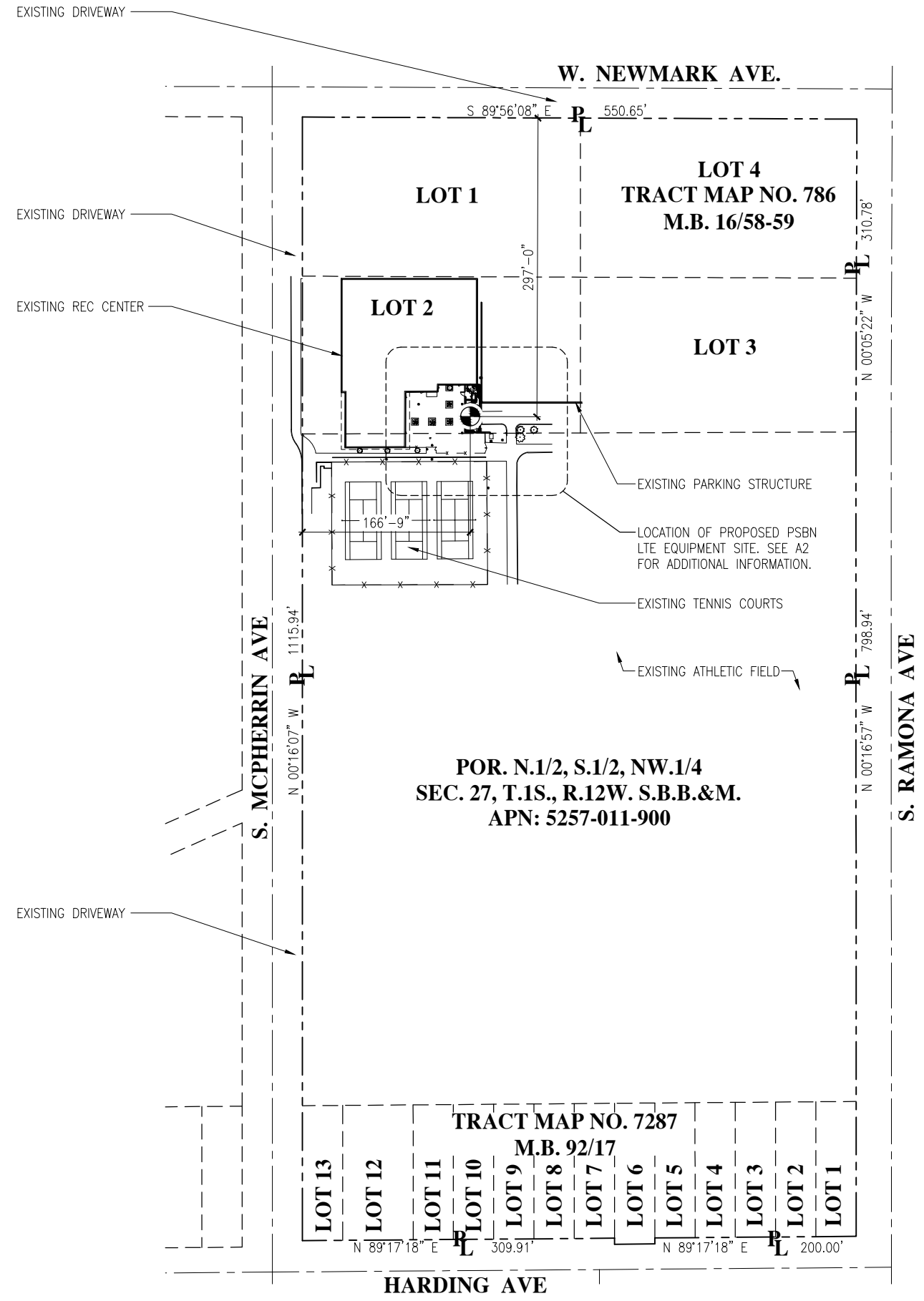
EQUIPMENT LIST

City of Monterey Park Police Dept - MNTPKPD

- Monopole Tower
- Tower Light Kits (where required by FAA)
- Antenna Support Hardware
- LTE Antennas and line
- Microwave Dishes
- Generator & Fuel
- Automatic Transfer Switch
- Electrical H-Frame
- Equipment Pad
- RBS Radio Cabinet (at all LTE sites)
- BBS Radio Battery Cabinet (at all LTE sites)
- TMR Microwave Cabinet (at sites with microwave)
- BBS Microwave Battery Cabinet (at sites with more than 6 microwave radios)
- MPLS Site Router (at all LTE sites)
- Fiber Network Interface Device (at Fiber Sites)

EXHIBIT C
SITE PLAN

- NOTES:
 1. CONSTRUCTION STAGING AREA TO BE DETERMINED AT PRE CONSTRUCTION WALK WITH LANDLORD & AUTHORITY
 2. VERIFY POWER/UTILITY DESIGN PRIOR TO CONSTRUCTION.



POR. N.1/2, S.1/2, NW.1/4
 SEC. 27, T.1S., R.12W. S.B.B.&M.
 APN: 5257-011-900

TRACT MAP NO. 7287
 M.B. 92/17



GENERAL DYNAMICS
 INFORMATION TECHNOLOGY

MITCHELL J ARCHITECTURE, INC.
 4885 Ronson Court, Suite N
 San Diego, CA 92111
 858.650.3130 (ph) 858.650.3140 (fax)



Los Angeles Regional Interoperable Communications System
MNTPKPD
MONTEREY PARK PD

ISSUED DATE: 12-18-14
 CONSTRUCTION RECORD

DRAWN BY: EL, RJ, TA, AI, WB
 CHECKED BY: AB

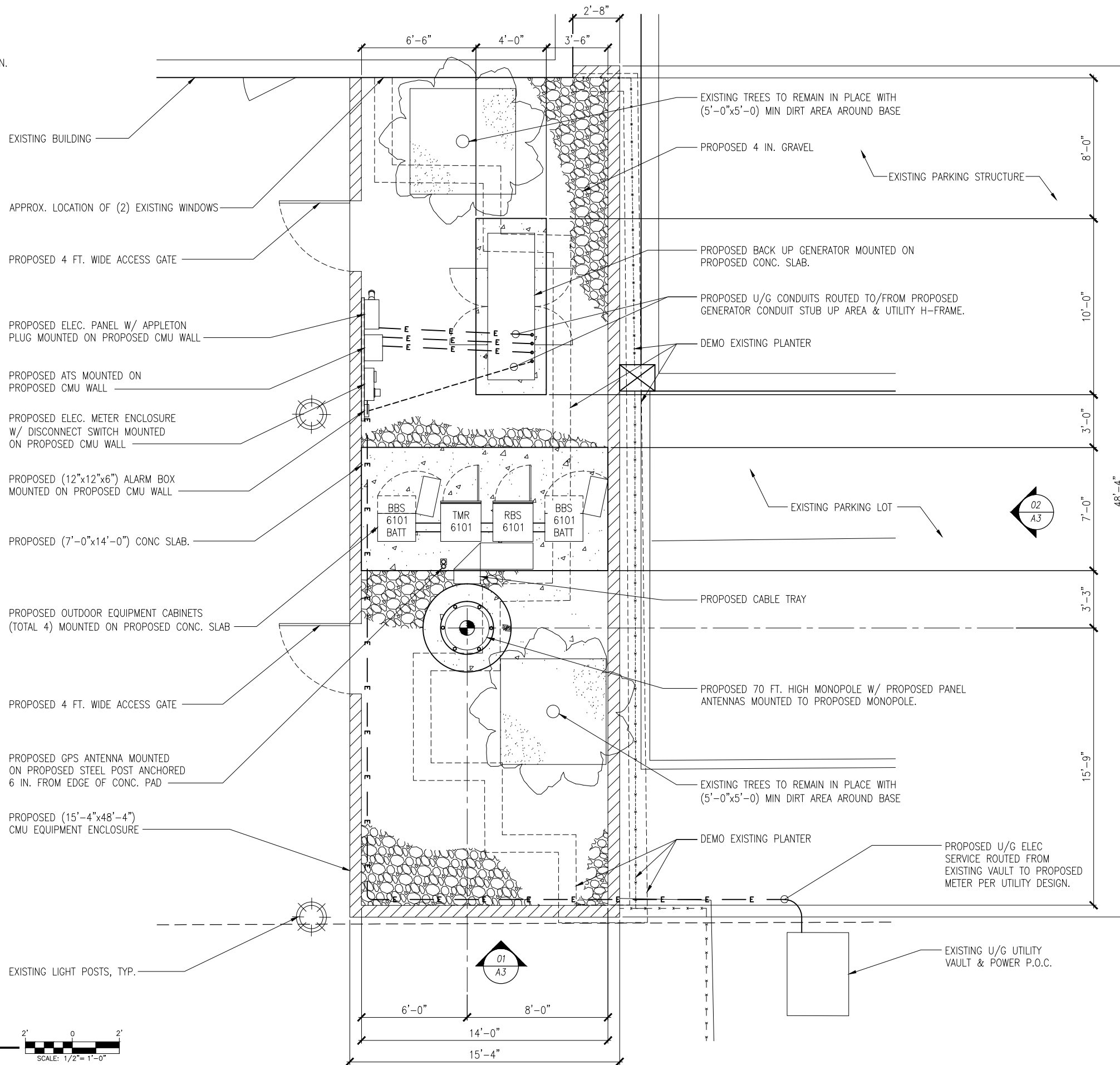
REVISIONS		
NO.	DATE	DESCRIPTION
0	09-24-14	90% ZD'S
1	12-18-14	Revised 90% ZD'S

EXHIBIT C

NOT FOR
 CONSTRUCTION

SITE PLAN
A1

- NOTES:
1. CONSTRUCTION STAGING AREA TO BE DETERMINED AT PRE CONSTRUCTION WALK WITH LANDLORD & AUTHORITY
 2. VERIFY POWER/UTILITY DESIGN PRIOR TO CONSTRUCTION.



NOTE: ALL INFORMATION IS SUBJECT TO FIELD VERIFICATION. ALL INFORMATION IS CONFIDENTIAL AND NOT FOR PUBLIC DISTRIBUTION WITHOUT EXPRESS CONSENT OF THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEMS COMPANY. **AGENDA ITEM J - ENCLOSURE 1**



GENERAL DYNAMICS
INFORMATION TECHNOLOGY

MITCHELL J ARCHITECTURE, INC.
4885 Ronson Court, Suite N
San Diego, CA 92111
858.650.3130 (ph) 858.650.3140 (fax)



Los Angeles Regional Interoperable Communications System
MNTPKPD
MONTEREY PARK PD

ISSUED DATE 12-18-14
CONSTRUCTION RECORD

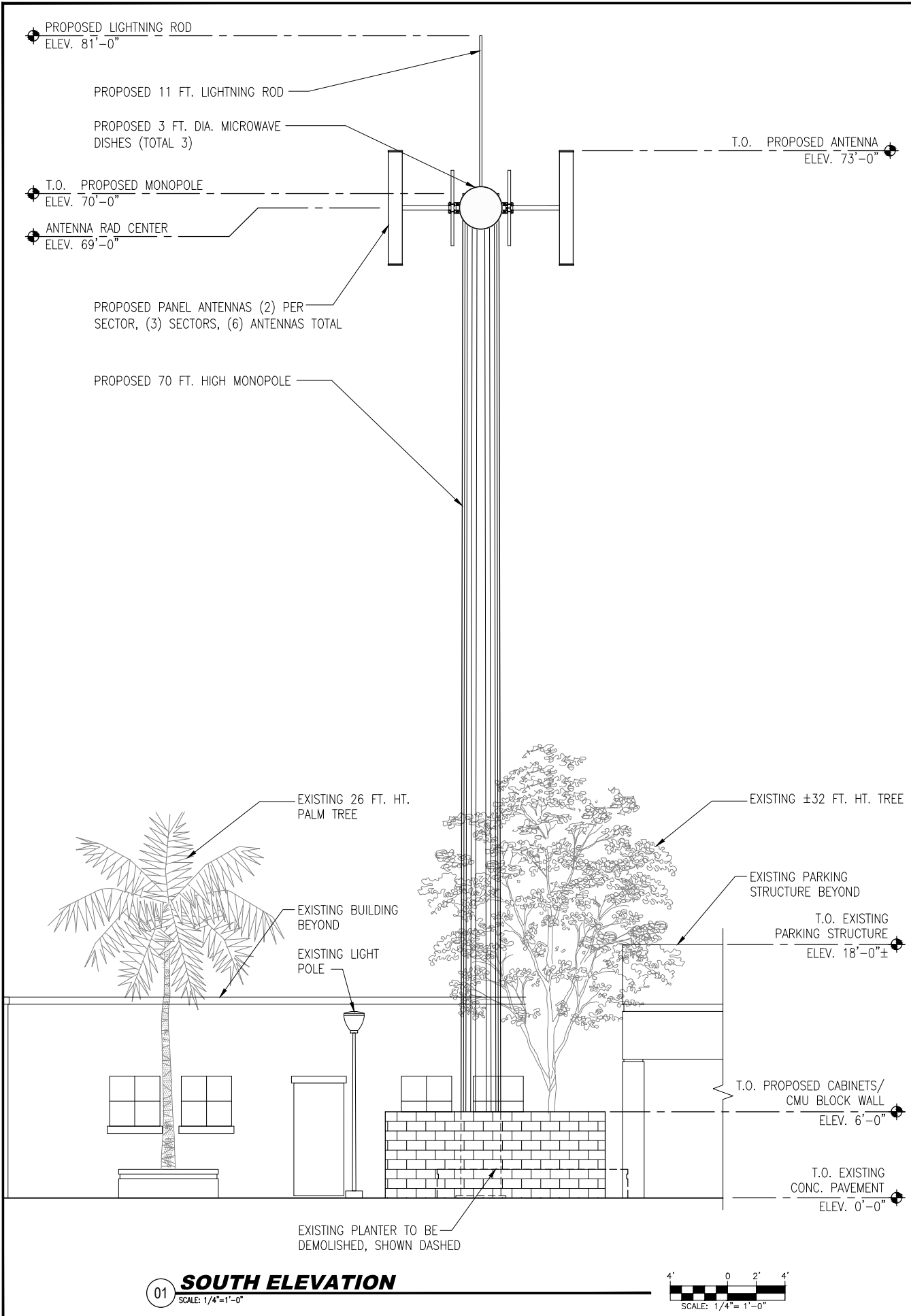
DRAWN BY EL, RJ, TA, AI, WB
CHECKED BY AB

REVISIONS		
NO.	DATE	DESCRIPTION
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1	12-18-14	Revised 90% ZD'S

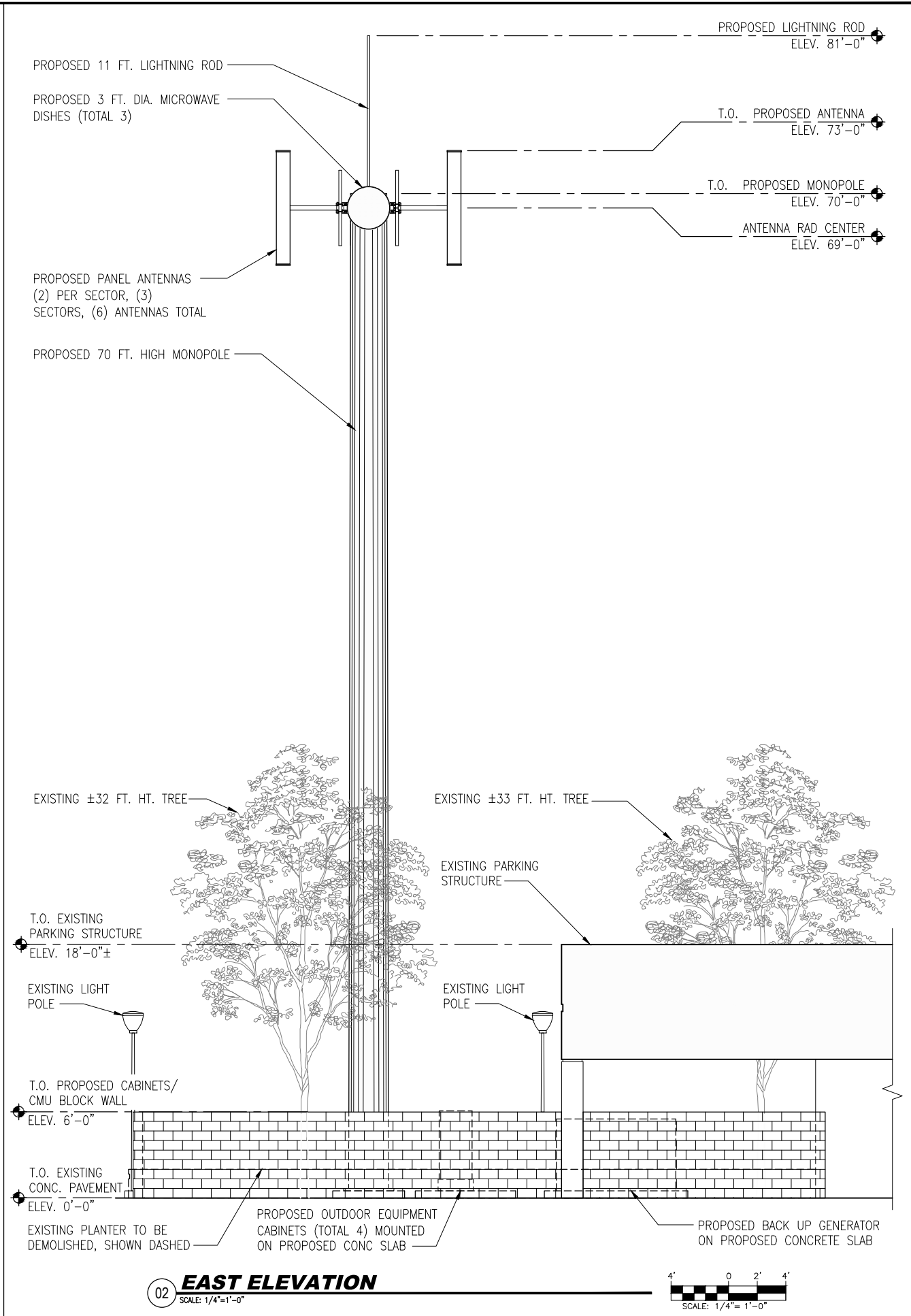
EXHIBIT C

NOT FOR CONSTRUCTION


ENLARGED SITE PLAN A2




01 **SOUTH ELEVATION**
SCALE: 1/4"=1'-0"



02 **EAST ELEVATION**
SCALE: 1/4"=1'-0"



Los Angeles Regional Interoperable Communications System




MOTOROLA SOLUTIONS

GENERAL DYNAMICS
INFORMATION TECHNOLOGY

Los Angeles Regional Interoperable Communications System

MNTPKPD
MONTEREY PARK PD

MITCHELL J ARCHITECTURE, INC.
4885 Ronson Court, Suite N
San Diego, CA 92111
858.650.3130 (ph) 858.650.3140 (fax)



ISSUED DATE 12-18-14
CONSTRUCTION RECORD
DRAWN BY EL, RJ, TA, AJ, WB
CHECKED BY AB

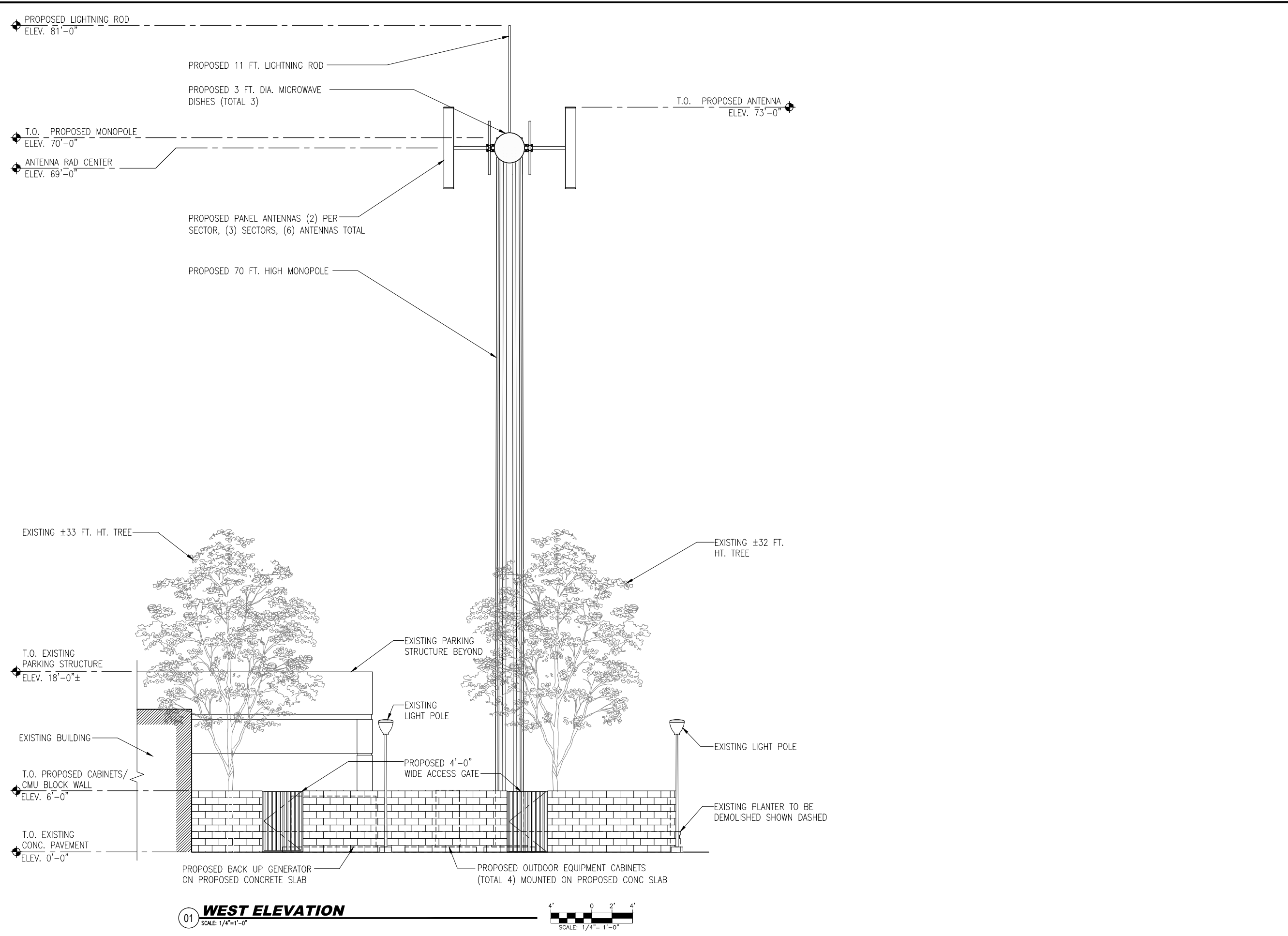
REVISIONS		
NO.	DATE	DESCRIPTION
0	09-24-14	90% ZD'S
1	12-18-14	Revised 90% ZD'S

EXHIBIT C

NOT FOR CONSTRUCTION

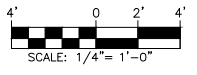
EXTERIOR ELEVATION

A3



01 WEST ELEVATION

SCALE: 1/4" = 1'-0"



NOTE: ALL INFORMATION IS SUBJECT TO FIELD VERIFICATION. ALL INFORMATION IS CONFIDENTIAL AND NOT FOR PUBLIC DISTRIBUTION WITHOUT EXPRESS CONSENT OF THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEMS AUTHORITY.



GENERAL DYNAMICS
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Los Angeles Regional Interoperable Communications System
MNTPKPD
MONTEREY PARK PD

ISSUED DATE	12-18-14	
CONSTRUCTION RECORD	DRAWN BY EL, RJ, TA, AI, WB CHECKED BY AB	
REVISIONS		
NO.	DATE	DESCRIPTION
0	09-24-14	90% ZD'S
1	12-18-14	Revised 90% ZD'S

EXHIBIT C

NOT FOR
CONSTRUCTION

EXTERIOR ELEVATION

A3.1

EXHIBIT A

City of Monterey Park Police Dept - MNTPKPD

Site ID	Facility Name	Organization	Address Line	City	State	Zip Code	Parcel Owner
MNTPKPD	Monterey Park PD	Monterey Park Police Dept	320 W Newmark Ave	Monterey Park	CA	91754	City of Monterey Park



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 100
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

PATRICK J. MALLON
EXECUTIVE DIRECTOR

January 8, 2015

Board of Directors
Los Angeles Regional Interoperable Communications System Authority (the "Authority")

Dear Directors:

APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE SHERIFF'S DEPARTMENT AND THE AUTHORITY FOR USE OF LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM RADIO EQUIPMENT AND LAND MOBILE RADIO EARLY DEPLOYMENT SYSTEM

SUBJECT

Board approval is requested to delegate authority to the Executive Director to execute a Memorandum of Understanding (MOU), substantially similar to Enclosure, between the Los Angeles County Sheriff's Department (Sheriff's Department) and the Authority to loan portable radios and radio accessories (collectively, Radio Equipment) for use on the Authority's Land Mobile Radio (LMR) Early Deployment for purposes of determining coverage, testing the system, assessing functionality, and obtaining feedback on the quality of the system.

RECOMMENDED ACTION:

It is recommended that your Board:

Delegate authority to the Executive Director to execute an MOU with the Sheriff's Department, substantially similar in form to Enclosure, which would allow the Authority to loan Radio Equipment to the Sheriff's Department for use by its many Task Forces and to authorize use on the LMR Early Deployment System for purposes of determining coverage, testing the system, assessing functionality, and obtaining feedback on the quality of the system.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will allow the Authority to enter into an MOU that would allow LA-RICS to loan the Radio Equipment to the Sheriff's Department to use on

AGENDA ITEM K

the Authority's LMR Early Deployment System, which is accessible on a twenty-four (24) hour basis in an encrypted mode with access to the Sheriff's Department channels as well as LMR Early Deployment System channels.

The purpose of the LMR Early Deployment System is to establish proof of concept for the LMR System and provides a training bed for member agency users on the LMR System. It is also a first step in transitioning the Radio Equipment to the LMR System in accordance with the Authority/member agency approved migration plan, and once Final System Acceptance is achieved, it will provide member agencies with the ability to receive and utilize Radio Equipment within their respective agencies.

Approval of the recommended action will authorize the Executive Director, on behalf of the Authority, to distribute Radio Equipment to the Sheriff's Department for use by its many Task Forces.

BACKGROUND

The Authority had a remaining balance of \$3,585,218 million in SHSGP grant funds for years 2011, 2012, and 2013 with a grant performance period that ended on August 31, 2014. The Authority submitted a request to extend the performance periods for those SHSGP grants. However, no extension had been granted to the Authority. Had those 2011, 2012, and 2013 SHSGP funds not been spent by August 31, 2014, the Authority would have lost these funds.

In the event that an extension was not granted to the Authority prior to the grant performance period, the Authority identified a contingency plan to facilitate the spending of those grant funds: purchasing Radio Equipment for the Authority's member agencies to use on the Authority's early LMR deployment system (Core 1, Core 2, and eight repeater sites) to establish proof of concept and demonstrate independent utility.

On August 21, 2014, your Board approved Amendment No. 8 to Agreement No. LA-RICS 007 for the LA-RICS LMR System, which allowed the Authority to purchase 454 portable radios and radio accessories. An additional \$3,671,006 increase to the Agreement was needed to cover the purchase of the Radio Equipment. The Radio Equipment purchased will remain property of the Authority, and will be loaned and distributed to member agencies, including the Sheriff's Department.

Of the 454 portable radios purchased, 262 are allocated to the Sheriff's Department and its various Task Forces, including but not limited to the following:

Sheriff's Department Division/Task Force	Portable Radio Quantity
Interagency Metropolitan Police Apprehension Crime Task Force (LA IMPACT)	50
Homeland Security Division:	100
Aero Bureau	
Joint Regional Intelligence Center (JRIC)	
Arson/Explosives	
Tactical Planning	
Counter Terrorism Unit (CTU)	
Hazardous Materials Detail	
Crisis Negotiations Team (CNT)	90
Detective Division:	
Domestic Highway Enforcement Team (DHET)	
Parcel and Cargo Narcotics Enforcement Security Task Force (PACTNET)	
Major Violators Task Force	
Los Angeles/Long Beach Border Enforcement Security Task Force	
California Multi-Jurisdictional Methamphetamine Enforcement Team	
High Intensity Drug Trafficking Areas (HIDTA)	
US Customs Omega Task Force	
Career Offenders Task Force	
CARGO Criminal Apprehension Teams (CATS)	
Fugitive Task Force	
Taskforce for Regional Auto Theft Prevention	
Special Victims Bureau Sexual Assault Felony Enforcement (SAFE) Team	
Avalon Patrol Station:	22
Marine/Harbor/Coast Guard	
Los Angeles County and Los Angeles City Fire Communications	

Prior to distribution to the Sheriff's Department and its respective Task Forces, the Authority will provide comprehensive training for the users regarding the LMR Early Deployment System's capabilities and expectations regarding feedback.

FISCAL IMPACT/FINANCING

There is no fiscal impact associated with the recommended action.

AGENDA ITEM K

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

CONCLUSION

Upon the Board's approval of the recommended actions, the Executive Director, or his designee, will have delegated authority to proceed in the manner described in the recommended action.

Respectfully submitted,



PATRICK J. MALLON
EXECUTIVE DIRECTOR

PJM:MS:pl

X:\11-Agendas & Minutes (JPA Board of Directors)\01-AGENDAS\2015 Agenda\01-08-15\LASD User Equipment Board Letter_12-29-14_FINAL.docx

Enclosure

c: Counsel to the Authority

AGENDA ITEM K

**MEMORANDUM OF UNDERSTANDING FOR USE OF
LA-RICS USER EQUIPMENT AND LMR EARLY DEPLOYMENT
SYSTEM**

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made and entered into this ____ day of _____, 2014,

BY AND BETWEEN

**LOS ANGELES COUNTY SHERIFF'S
DEPARTMENT**, hereinafter referred to
as "Member";

AND

**THE LOS ANGELES REGIONAL
INTEROPERABLE
COMMUNICATIONS SYSTEM
AUTHORITY ("LA-RICS")**, a Joint
Powers Authority, hereinafter
collectively referred to as the "Authority".

WHEREAS, pursuant to Agreement No. LA-RICS 007 between LA-RICS and Motorola Solutions, Inc. (Motorola) for an Land Mobile Radio System (LMR System), the Authority procured portable radios, radio accessories, consolettes and consoles (User Equipment) for Authority member agency use on the LA-RICS Land Mobile Radio (LMR) Early Deployment System (Core 1, Core 2 and 8 repeater sites) to establish proof of concept for the LMR System, provide a training bed for member agency users on the LMR System, as well as transitioning the User Equipment to the LMR System in accordance with the Authority/member agency approved migration plan, once Final System Acceptance is achieved;

WHEREAS, the Authority wishes to enter into a Memorandum of Understanding (MOU) for loan of LA-RICS User Equipment to Member;

WHEREAS, Member is a member agency of LA-RICS;

WHEREAS, Member is agreeable to accept and use the User Equipment, including on the LA-RICS Early Deployment System and the LMR System, once Final System Acceptance has been achieved.

WHEREAS, the Authority desires to share the use of portable radios on its LMR Early Deployment System with the Member for the purpose of testing, assessing functionality, and demonstrating proof of concept; and

WHEREAS, the Member, by way of its various Divisions and Task Forces (e.g. Interagency Metropolitan Police Apprehension Crime Task Force, Homeland Security Division, Detective Division, etc.) desires to use the LMR Early Deployment System and

provide the Authority with feedback on the quality and coverage of the LMR Early Deployment System.

WHEREAS, the Member enters into this MOU with the understanding and acknowledgement that the LMR Early Deployment System has not been fully tested or accepted as a final product by the Authority and Motorola is still in the process of designing and implementing the LMR System.

WHEREAS, the Member enters into this MOU with the understanding and acknowledgement that the LMR Early Deployment System may not have the same radio coverage as Member's existing regularly assigned radio channels. Member agrees that it will inform all of its LMR Early Deployment System users of this potential loss in coverage.

WHEREAS, the Member enters into this MOU with the understanding and acknowledgement that the emergency trigger on the portable radios used on the LMR Early Deployment System will be programmed to function on the Los Angeles County Sheriff's Department's (Sheriff Department) radio system. Member understands and agrees that in the event that Member users operating on LMR Early Deployment System need to call for emergency assistance, they shall immediately switch channels to "SCC Access" or any local Sheriff Department's dispatch channel and state their emergency. Member acknowledges that there will be no dispatchers monitoring any of the LMR Early Deployment System radio channels as it is for training and functionality testing only.

WHEREAS, the Member enters into this MOU with the understanding and acknowledgement that the portable radios used on the LMR Early Deployment System must be checked by all Member users to ensure that their normally assigned dispatch channels and emergency channels are working properly prior to use. Member understands and agrees that its users of the LMR Early Deployment System shall familiarize themselves with the use of the portable radio, including the ability to switch to emergency or dispatch channels.

WHEREAS, no radio conversations had on the LMR Early Deployment System will be recorded.

NOW, THEREFORE, in consideration of these recitals and the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. PURPOSE

The purpose of this MOU is to allow the Authority to loan Member certain User Equipment identified in Exhibit A (Equipment Details Log) and for Member to use the equipment in a proper manner and perform preventative maintenance inspections, all in accordance with Exhibit B (Equipment Manufacturer Requirements and Recommendations), and undertake other related activities.

Further, this MOU allows the Authority to field portable radios to Members to assist with determining the coverage area of the LMR Early Deployment System and to obtain feedback on the functionality of the system.

By way of this MOU, the Member shall have twenty-four (24) hour a day access to use the LMR Early Deployment System in an encrypted mode with a minimum of two talk groups. The User Equipment, portable radios in particular, will be pre-programmed by the Authority for use on the LMR Early Deployment System, which will include Los Angeles County Sheriff's Department's current radio channels as well as the LMR Early Deployment System channels. Additional LMR Early Deployment System talk groups may be available upon written request to the Authority.

In the event that the Member decides it no longer interested in participating in the LMR Early Deployment System for purposes of assessing and evaluating its functionality, the User Equipment shall be returned to the Authority and this MOU shall be terminated pursuant to Section 4 (Term of MOU).

2. EQUIPMENT FOR AUTHORITY MEMBER USE

Member acknowledges possession and use of the User Equipment is for member agencies in the LA-RICS Authority. If at any time following the execution of this MOU, Member elects to withdraw as a member agency from the Authority, Member shall return all the User Equipment set forth in Exhibit A (Equipment Details Log) to this MOU within the time specified in Section 6.01, Withdrawal of Members, of the LA-RICS Joint Powers Agreement (JPA).

3. CONDITIONS OF USE

The Authority will issue User Equipment to the Member for use on the LMR Early Deployment System, will comply with all applicable County ordinances and all State and Federal laws, and will provide warranty and programming support for the User Equipment, in particular portable radios.

Member shall:

- 3.1 Comply with and abide by all required preventative maintenance inspections and directions provided by the Authority and User Equipment manufacturer in order to properly maintain the User Equipment, in accordance with Exhibit B (Equipment Manufacturer Requirements and Recommendations).
- 3.2 Report any lost, stolen or damaged User Equipment in accordance with Exhibit C (Lost, Stolen, or Damaged Equipment).

- 3.3 Maintain an Equipment Log to track equipment (e.g. location, assigned personnel, etc.).
- 3.4 Provide LA-RICS Equipment Administrator with an updated Equipment Log on the same day a change in location/assignment occurs.
- 3.5 Maintain a file of all copies of Exhibit D (Equipment Delivery Receipt) upon delivery of equipment to the Member.
- 3.6 Comply with and abide by all applicable rules, regulations and directions of the Authority as it relates to the LMR Early Deployment System.
- 3.7 Comply with all applicable and County ordinances and all State and Federal laws.
- 3.8 While operating on the LMR Early Deployment System, Member will conduct operations in a courteous, professional, and non-profane manner, and remove any agent, servant or employee who fails to conduct operations in the manner described herein.
- 3.9 Provide feedback to the Authority on the system's functionality by completing an LMR Early Deployment System Survey (Exhibit E) on a monthly basis. Ensure that the surveys are submitted to the Authority by the 2nd Monday of every month.
- 3.10 Track and maintain records of the portable radios, which must include what employee is assigned which radio, including the serial number of the assigned radio. In the event an employee transfers to another unit, section, department, agency, etc., the radio shall remain with the Member and shall not be retained by the employee.
- 3.11 Should any system failure(s) be demonstrated on the LMR Early Deployment System, Member shall promptly report such system failure(s) to the Authority. All reports regarding system failure(s) and radio problems and incidents to lasd@la-rics.org or telephone (323) 881-8321.

4. TERM OF MOU

- 4.1 The MOU shall commence upon execution by both parties and shall remain in effect until terminated by either party as provided herein, and as stipulated by Section 6.01, Withdrawal of Members, of the LA-RICS JPA.
- 4.2 Either party shall have the option of terminating this MOU at any time for any reason upon giving the cancelled party notice in writing at least ninety (90) calendar days in advance of such termination. All User Equipment set forth in Exhibit A (Equipment Details Log) must be returned prior to conclusion of the 90 calendar day notice.

5. CONSIDERATION

This MOU is granted on a gratis basis in furtherance of public safety goals. Consideration for this MOU is parties' full and faithful compliance with the mutual promises, covenants, recitals, terms and conditions set forth herein.

6. EQUIPMENT ADMINISTRATOR

6.1 Authority Equipment Administrator:

Los Angeles County Sheriff's Department
LA-RICS Project Team
Sergeant Alfred Ortega
2525 Corporate Place, Suite 200
Monterey Park, CA 91754
adortega@lasd.org
(323) 881-8111

6.2 Authority Equipment Administrator Designee:

Los Angeles County Sheriff's Department
LA-RICS Project Team
Deputy Dana Gower
2525 Corporate Place, Suite 200
Monterey Park, CA 91754
dggower@lasd.org
(323) 881-8284

6.3 Member Equipment Administrator:

Agency Name
Title/Name
Agency Address
Email
Phone Number

6.4 Member Equipment Administrator Designee:

Agency Name
Title/Name
Agency Address
Email
Phone Number

7. NOTICES

- 7.1 Notices desired or required to be given pursuant to this MOU or by any law shall be provided in the manner set forth in Section 7.2 and addressed as follows:

Notices to Authority shall be addressed as follows, unless otherwise stipulated in the MOU exhibits:

LA-RICS Joint Powers Authority
Attn: Ms. Susy Orellana-Curtiss
2525 Corporate Place, Suite 200
Monterey Park, CA 91754
Susy.orellana-curtiss@la-rics.org

Notices to Member shall be addressed as follows:

[NAME OF MEMBER AGENCY]
Fire or Police Agency
Attn:
Fire or Police Agency Address

- 7.2 Notice will be sufficiently given for all purposes as follows:
- a) Personal delivery. When personally delivered to the recipient, notice is effective on delivery.
 - b) First Class mail. When mailed first class to the last known address of the recipient, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
 - c) Certified mail. When mailed certified, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
 - d) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
 - e) Facsimile transmission. When sent by fax to the last known fax number of the recipient, notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.

- f) Email. When sent by email, notice is effective on receipt. Any notice given by email will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.
- 7.3 Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- 7.4 Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

8. RETURN OF USER EQUIPMENT

- 8.1 In accordance with conditions of this MOU, the Member shall return all User Equipment set forth in Exhibit A (Equipment Details Log) to the Authority Equipment Coordinator via personal delivery at the address indicated in Sections 6.1 and 6.2.
- 8.2 If Member does not return the User Equipment in good working condition, minus normal wear and tear, as set forth in Exhibit A (Equipment Details Log) within the time stipulated in this MOU, the Authority may require Member to provide replacement or reimbursement within (30) calendar days of failure to return such User Equipment or if the equipment is returned in a poor or inoperative condition.

9. INDEMNITY

Member shall indemnify, defend, and hold harmless the Authority, it's elected and appointed officers, member agencies, employees, contractors and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Member's acts and/or omissions arising from and/or relating to this MOU.

Authority shall indemnify, defend, and hold harmless the Member, it's elected and appointed officers, member agencies, employees, contractors and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Authority's acts and/or omissions arising from and/or relating to this MOU.

10. INDEPENDENT STATUS

This MOU is by and between Member and Authority and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between Member and Authority.

11. ASSIGNMENT

This MOU is personal to Authority and the Member, and, in the event the Member shall attempt to assign or transfer the same in whole or in part, all rights hereunder shall immediately terminate.

12. DEFAULT

Member agrees that if default shall be made in any of the terms or conditions herein contained, Authority may forthwith revoke and terminate this MOU immediately notwithstanding any other provision hereof.

13. WAIVER

13.1 Any waiver by either party of the breach of any one or more of the covenants, conditions, terms and MOUs herein contained shall not be construed to be a waiver of any other breach of the same or of any other covenant, condition, term or MOU herein contained; nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or MOUs herein contained be construed as in any manner changing the terms of this MOU or stopping either party from enforcing the full provisions thereof.

13.2 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this MOU shall be cumulative.

14. SYSTEM AVAILABILITY AND NOTIFICATION

Member understands that the LMR Early Deployment System is part of a larger system that is currently in the design and implementation phases. For this reason, the LMR Early Deployment System may be taken down at any time with little advance notice. In the event the LMR Early Deployment System must be taken down for any reason, the Authority will notify Member of such shut down as soon as possible. Upon Final System Acceptance of the LMR System, the LMR Early Deployment System will be merged with the final LMR System. When that time approaches, the portable radios issued may require re-programming in order to continue to be operable on the final LMR System.

15. INTERPRETATION

Unless the context of this MOU clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

16. GOVERNING LAW, JURISDICTION, AND VENUE

This MOU shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOU and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

17. SEVERABILITY

If any provision of this MOU is held invalid, the remainder of this MOU shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

18. AMENDMENTS

All changes, modifications, or amendments to this MOU must be in the form of a written Amendment duly executed by authorized representatives of the Authority and Member.

19. ENTIRE MOU

This MOU, Exhibits A, B, C, and D, and any executed Amendments, between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Member and Authority.

(Signature Page – following page)

**MEMORANDUM OF UNDERSTANDING FOR USE OF
LA-RICS USER EQUIPMENT AND LMR EARLY DEPLOYMENT
SYSTEM**

IN WITNESS WHEREOF, Authority has executed this MOU or caused it to be duly executed, and Member, by Order of its authorizing body, has caused this MOU to be executed on its behalf by its duly authorized representatives, on the dates written below.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Sheriff, Jim McDonnell

Date

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
AUTHORITY**

Executive Director, Patrick J. Mallon

Date

EQUIPMENT DETAILS LOG

Equipment Code	Serial Number	Cost per Unit	Assigned to	Address	Grant
APX 7000XE - Portable Radio Dual Band with UHF and 700 MHz Enabled					

**EQUIPMENT MANUFACTURER REQUIREMENTS AND
RECOMMENDATIONS
PREVENTATIVE MAINTENANCE INSPECTIONS**

This Exhibit will be attached to the executed MOU

LOST, STOLEN OR DAMAGED EQUIPMENT

In the event that Equipment provided under this MOU is lost, stolen or damaged, the Member Equipment Administrator shall provide the following:

1. Provide email notification or notification by way of the United States Postal Service (with delivery confirmation) to LA-RICS Equipment Administrator, as set forth in Section 6 of the MOU, on the day the Equipment is discovered lost, stolen or damaged;
2. File an Incident Report in accordance with Member policies and procedures, providing a copy of completed Report to the LA-RICS Equipment Administrator. The Report shall include;
 - Type of equipment, i.e., portable radio, console, consolette, accessory, etc.;
 - Equipment serial number as reflected on the Equipment asset tag/asset tag log for lost equipment;
 - Description of the circumstances surrounding the loss or damage including dates and times;
 - Senior level management finding on the cause of the loss/damage and a determination of negligence involved; and
 - Report number.
3. If Equipment replacement is required, the LA-RICS Equipment Administrator will make the determination whether replacement can and/or will be provided, and whether a cost will be assessed to Member.

EQUIPMENT DELIVERY RECEIPT

Equipment	Serial Number	Equipment Condition
APX 7000XE - Portable Radio Dual Band with UHF and 700 MHz Enabled		

Equipment Delivered By:

Signature Date

Print Name

Equipment Received By:

Signature Date

Print Name

LMR EARLY DEPLOYMENT SYSTEM SURVEY

This Exhibit is currently in development