



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS MEETING

Thursday, April 2, 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: March 27, 2015

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. **Sachi Hamai**, Chair, 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. **Vacant**, At Large Seat
11. **Bill Walker**, Fire Chief, City of Alhambra
12. **Larry Giannone**, Chief of Police, City of Sierra Madre
13. **Mark R. Alexander**, City Manager, CA Contract Cities Assoc.
14. **Vacant**, 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, Asst. Chief, City of Los Angeles Fire Dept.
Horace Frank, Commander, LA Police Dept.
Matias Farfan, Asst. Chief Legislative Analyst, City of Los Angeles
Brence Culp, Sheriff Priorities, 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.
Vacant
Scott Ferguson, Fire Chief, City of Santa Monica
Vacant
Sam Olivito, Executive Dir, CA Contract Cities Assoc.
Vacant
Vacant
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
Vacant, 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. March 5, 2015 – 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
 - LTE Environmental Status
- LMR Project Status
 - LMR Environmental Status

D. Project Manager’s Report – Pat Mallon

Agenda Item D

E. Grant Status Report – Pat Mallon

VI. DISCUSSION ITEMS (F)

F. Status of Membership Opt-Out and Impact on Funding Plan

Agenda Item F: Enclosure



VII. ADMINISTRATIVE MATTERS (G-K)

- G. APPROVE REVISION TO BYLAWS TO ADDRESS UNCONTESTED SEATS FOR AT-LARGE AND ALTERNATE DIRECTOR VACANCIES, APPROVE DIRECTORS FOR AT-LARGE SEAT NO. 2 OR SEAT NO. 3, AND SEAT NO. 4**

Agenda Item G: Enclosure

- H. COUNTY OF LOS ANGELES MARCH 24, 2015 BOARD MEETING UPDATE AND IMPACT; REQUEST FOR DIRECTION FROM AUTHORITY BOARD, AS NEEDED**

Agenda Item H: Enclosures

- I. AMENDMENT NO. 1 FOR PROFESSIONAL SERVICES CONTRACT FOR AN EXECUTIVE DIRECTOR**

It is recommended that your Board:

Approve Amendment No. 1 to the Professional Services contract with O'Meallain, substantially similar in form to Enclosure 1, which revises the Agreement to extend the current contract term to and including April 30, 2017.

Agenda Item I: Enclosures

- J. APPROVE AMENDMENT NO. 10 FOR AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM PUBLIC SAFETY BROADBAND NETWORK**

It is recommended that your Board:

1. Approve Amendment No. 10 to Agreement No. LA-RICS 008 for the PSBN with Motorola Solutions, Inc. (Motorola), substantially similar in form to Enclosure 1, which revises the Agreement as follows:
 - a. Replace undisguised antenna support structures with various types of antenna support structures at fifty-one (51) PSBN Sites; and
 - b. Include Phase 1 Work, site design visit and preliminary survey walks, for one (1) potential PSBN System Site.



2. Delegate Authority to the Executive Director to execute Amendment No. 10, in substantially similar form to the enclosed Amendment.

Agenda Item J: Enclosure

K. APPROVE SITE ACCESS AGREEMENT WITH THE CITIES OF BEVERLY HILLS AND LONG BEACH

It is recommended that your Board:

1. Find that the approval and execution of the SAAs by the LA-RICS Authority does not result in any change to the Public Safety Broadband Network (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, one or more SAAs with the City of Long Beach and the City of Beverly Hills. These Site Access Agreements are for the Long Term Evolution (LTE) broadband communication sites within the cities' respective jurisdictions or under their control.

Agenda Item K: Enclosures

VIII. MISCELLANEOUS – (None)

IX. PUBLIC COMMENTS

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

XI. CLOSED SESSION REPORT

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(Government Code Section 54957(b)(1))
Title: Executive Director



2. PUBLIC EMPLOYMENT
(Government Code Section 54957(b)(1))
Title: Executive Director

3. CONFERENCE WITH LABOR NEGOTIATORS
(Government Code Section 54957.6)

XII. ADJOURNMENT and NEXT MEETING:

Thursday, May 7, 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

March 5, 2015

Grace E. Simons Lodge

1025 Elysian Park Drive, Los Angeles, CA 90012

Board Members Present:

Sachi Hamai, representing Chief Executive Office, County of Los Angeles

Bill Walker, Fire Chief, City of Alhambra

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

Ron Iizuka, Police Captain, City of Culver City

Kim Raney, Chief of Police, City of Covina

Representatives For Board Members Present:

Patty Huber, representing, Miguel Santana Chief Administrative Officer, City of Los Angeles

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

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

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

Scott Edson, representing Jim McDonnell, County of Los Angeles Sheriff's Department

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

Officers Present:

Pat Mallon, LA-RICS Executive Director

Absent:

Miguel Santana, Chief Administrative Officer, City of Los Angeles

Ralph Terrazas, Fire Chief, City of Los Angeles Fire Department

Charles L. Beck, Chief of Police, LA Police Department

Sharon Tso, Chief Legislative Analyst, City of Los Angeles

Daryl L. Osby, Fire Chief, Los Angeles County Fire Department

Jim McDonnell, Sheriff, Los Angeles County Sheriff's Department

Cathy Chidester, Director, EMS Agency, County of LA, DHS

Steven K. Zipperman, Chief of Police, Los Angeles School Police Department

Larry Giannone, Chief of Police, Sierra Madre Police Department

Vacant, At Large Seat

Vacant, At Large Seat



I. CALL TO ORDER

II. ANNOUNCE QUORUM – Roll Call

Chair Sachi Hamai made an acknowledgement that a quorum was present.

III. APPROVAL OF MINUTES (1)

1. February 5, 2015 – Regular Meeting Minutes

Chair Hamai asked for a motion to approve, Board Member Patty Huber motioned first, seconded by Alternate Board Member Matias Farfan. The Board's consensus was unanimous.

Ayes 11: Hamai, Walker, Alexander, Iizuka, Raney, Huber, Everett, Farfan, Bundesen, Edson, Fruhwirth.

MOTION APPROVED.

IV. CONSENT CALENDAR – (None)

V. REPORTS (2-5)

2. Finance Committee Report – No Report

3. Director's Report – Pat Mallon

Executive Director Pat Mallon provided an update on the Funding Plan and stated that no additional notices of Member Agencies Opting-Out have been received in the past month. A recap of the impact on the Funding Plan resulting from the previous withdraws is reflected in Discussion Item F and remains unchanged from last month. The total impact to the Funding Plan to date is 8.7%. That impact will be reduced slightly with the City of Azusa requested action for re-entry in the Joint Powers Authority (JPA), which will reduce the impact by 0.22%.

Long Term Evolution (LTE) Project Update

We have 91 fully executed Site Access Agreements (SAA) with the County, including 3 sites that will be dropped. We have 50 SAA's executed with the City, 39 of which will be built. There are 7 additional SAA's for Independent Cities, plus 1 site for your consideration today under Item M. This agreement involves 1 site in the City of Cerritos. 27 additional SAA's have been approved by this board, pending approval by the respective City Councils, and another 11 sites are still in



process of agreement with the language between the Authority Counsel and the respective City Attorneys.

Our Supplemental Environmental Assessment compliance forms were submitted on March 4, 2015, for 6 sites. 18 additional sites are pending a route modification through National Telecommunication and Information Administration (NTIA). Studies from the power providers will doubtlessly result in some additional route modification requests.

As to the LTE contract status, the total contract value stands at \$166,254,679 through Amendment 8. There is a contract amendment for your consideration today as Item L, addressing the loss of 25 sites and the addition of 7 others. This will result in a further reduction in contract value. There has been no change to the Term of the Contract.

Motorola sub-contractors have started construction on 50 sites with 7 completed. 22 sites are planned for construction starts during the month of March 2015.

As previously reported, we have shared a number of the modeling reports on LA-RICS Radio Frequency (RF) emissions with the County of Los Angeles Fire Fighters Union Local 1014 and with United Firefighters of Los Angeles City (UFLAC). To date, 107 modeling reports have been received by LA-RICS including all sites under construction. 80 reports have been approved with 45 delivered to Local 1014 and 15 delivered to City of Los Angeles. Additional site modeling will be completed on every site prior to construction. Our modeling is to be done at full operating power, approximately 4 times the levels we anticipate from operations.

Officials from NTIA have been visiting LA-RICS Administrative Office for the past two days, and have received an update on the LTE construction schedule. There have also been discussions on budgetary issues and they have re-emphasized that there is no ability for any extension of time on this project, September 30, 2015, is the deadline. Executive Director Mallon introduced staff from NTIA: Chris Holt, Federal Program Officer, Aimee Meacham, Director of Program Services, Arlene Simpson-Porter, Director of the National Oceanic and Atmospheric Administration (NOAA), Grants Office, and Andrea Mack, NOAA, Grants Specialist.

NTIA, Federal Program Officer, Amy Meacham, addressed the JPA and thanked the LA-RICS team for their hospitality during the site visit. Amy Meacham and



Chris Holt have learned a great deal of information over the past few days and will be taking those lessons back to Washington. They will inform the Assistant Secretary about the project who will inform the Secretary of Commerce and keep everyone informed on how the project is going. They would also like to thank First-Net for joining them on the site visit.

Amy Meacham went on to state that the fixed deadline is September 30, 2015. LA-RICS is not the only project that is effective by the deadline; there are 12 active projects that are also strongly affected by this deadline. There is no more money or budget, so we need LA-RICS to plan and finish the project by September 30, 2015. We also want to make sure the project continues to benefit the communities around the County of Los Angeles and City of Los Angeles the way that it was intended.

Chair Hamai stated she appreciates NTIA for their site visit and we understand the fixed deadline is September 30, 2015.

Executive Director Mallon introduced Lynn Bashaw from First-Net, Director of Network Operations. Greg Ford, who is also a representative from First-Net is with LA-RICS on a weekly basis in making sure LA-RICS is complying with First-Net vision.

Land Mobile Radio (LMR) Project Update

Executive Director Mallon stated that there has been no change to the contract status of the Land Mobile Radio (LMR) since the last meeting.

Through Amendment 10 the total contract value for the LMR project is \$292,846,813, including 15 years of maintenance. There has been no change to the contract term.

The Jacobs Team is continuing to assemble information for the LMR Environmental Impact Report (EIR) under California Environmental Quality Act (CEQA) requirements. The anticipated completion date for the EIR draft documentation is early summer. We previously reported we were facing some challenges with respect to the LMR project under the Federal National Environmental Policy Act Agency (NEPA) process as required by our grantor, Federal Emergency Management Agency (FEMA).



Executive Director Mallon stated that the LA-RICS team has been working with the Los Angeles City Mayor's Office and met with the FEMA staff and we are moving forward with the NEPA process. This action will help in the granting of a Programmatic Environmental Assessment with several subgroups that can be accomplished sequentially.

Finalization of System Design is dependent on Frequency availability. Motorola has advised that for the Hybrid System they will need the use of 88 700 MHz channels. LA-RICS has executed a Frequency Use Agreement with the County for 70 channels, 65 of which are usable without resulting system interference. 5 suitable replacement channels have been identified although they are licensed to other Southern California Public Safety Agencies. We received concurrence on the use of 4 of these channels, co-channeling with the licensee. Contour maps have been developed and shared with the last licensees to determine if we can cohabitate on their channel without causing interference to their operation.

We also requested assignment of 24 of the reserved channels from the FCC. The Regional Planning Group has advised that 6 of these channels be required for area-wide interoperability. Without the ability to confirm the total of 88 channels available, the Motorola team has not been able to complete the detailed design.

On February 12, 2015, at the request of the City of Los Angeles, the team met with Motorola to initiate a coverage and capacity analysis for the city areas. This analysis included a suggested LMR system overlay to provide coverage for the City in two cells, in essence, on top of the original LA-RICS coverage.

At-Large Board Seats

Your Board approved moving forward with election of At-Large Representatives at your October 2014 meeting. An Announcement of Nominations was sent out in December 2014 with Nominations due no later than close of business on February 5, 2015. As of the filing deadline, we received two nominations, one for seats two and three and one for seat four. Ballots for voting on the two nominees will be mailed today, March 5, 2015. This election process will fill two of the four At-Large seats.

Board Member Alexander suggested appointing those members who were nominated instead of going through an unnecessary expense of an election process. Board Member Alexander also suggested at the next Board meeting that



the JPA consider adding an action item to discuss a process of an uncontested election.

Executive Director Mallon referred to Counsel Truc Moore regarding Board Member Alexander suggestion.

Counsel Moore stated that the current JPA Agreement and By-Laws contemplate that the members need to be selected by a vote of the member cities, and does not contemplate appointment. Counsel Moore also stated we can delay the voting process for one month and at the Board meeting next month, look at whether the bylaws can be adjusted to allow for appointments in the event of an uncontested election for At Large Directors and Alternate Director seats.

4. Project Manager's Report – Pat Mallon

The Jacobs Project Management Report and Motorola Monthly Report are included in your package as Reports Item D.

5. Grant Status Report – Pat Mallon

There has been no change to the grant status since your last meeting. The UASI 2015 grant process will begin the month of March 2015. We will advise you of progress as the process continues.

VI. DISCUSSION ITEM (F-I)

F. Status of Membership Opt-Out and Impact on Funding Plan

Executive Director Mallon stated last month Chair Hamai requested a view of the Coverage Map impact of the lost sites. We included a map in the packet it is PDF. We will email you the file to view the map. Pomona lost coverage due to five sites dropped, smaller areas in Monrovia, Montebello, and Downey. In Long Beach we lost six sites, cities along the coast, such as Torrance, Redondo Beach, Hermosa Beach, and Manhattan Beach also resulted in coverage loss in the south bay area.

Chair Hamai stated her concerns about the lost that the Beach Cities areas, such as Malibu have on the overall coverage. For example, if there is an earthquake or a potential risk of a tsunami, how adamant is the Coastal Commission in terms of not allowing LA-RICS to install equipment. Chair Hamai, also about the South Bay region opting-out.



Executive Director Mallon stated Hermosa Beach and Manhattan Beach have opted-out and have not allowed us to build on the city-owned property. Even if they allowed us to move forward with construction now we would not be able to build within the grant performance period. We can potentially use other funding sources such as UASI in the future to provide fill in coverage. LA-RICS does have a site on wheels that can be deployed to provide coverage in those areas during long term public safety responses.

Board Member Alexander stated that he has been receiving notices of concerns from City Managers about the 70 foot monopole in residential areas near fire stations. There is a concern that we do not have an alternative for those cities that do not want the 70 foot monopoles. He is concerned we are going to lose some of the communities.

Executive Director Mallon stated that the loss of Fire Station 56 in the City of Rolling Hills is significant lost. We are working with them to provide a disguised monopole for their consideration.

Board Member Alexander stated we are focusing on facilities that qualify under the CEQA Exemption. However, we should look for an alternate adjacent facilities and alternate funding for a monopole so that we do not lose the coverage as well as go through the CEQA Exemption process.

Executive Director Mallon stated that Board Member Alexander consideration to alternate facilities can be made but it would have to be after the funding grant period.

Alternate Board Member Patty Huber stated we are in the design phase for LMR system and will be coming across some issue when designing LMR. Board Member Huber stated her concern is that the problems we are coming across on the LTE system will the same issue for LMR. Executive Director Mallon stated we have 17 collocated sites and only one site in Rolling Hills has raised an issue at this point, however there may be other concerns raised in the future.

H. Independent Auditor's Report FY 2014 – County of Los Angeles Auditor-Controller Staff – Rachelle Anema

Rachelle Anema stated that the 2013 and 2014 was recently completed. Ms. Anema stated the Financial Audit and the Single Audit is a requirement for all grant funding programs. Michael De Castro and Helen Chu discussed the results of the Audit and referred to the handout provided. She went on to state her opinion on financial statements from this year to last year's Audit and that there is a difference of \$31 million capital assets that were acquired. No incidents of non-compliance. The Authority complied with all the Federal programs tested.



Chair Hamai stated need a motion to file the Audit Report, Board Member Raney motioned first, seconded by Board Member Huber that the report be received and filed.

I. Replacement of Oversight Committee Members

Executive Director Mallon stated a request to fill the Oversight Committee. The committee is to work with staff to review and approve requested changes. The committee consists of members from the county, city, and another member that is not from county or city. There are two openings; we are requesting to fill those vacancies.

Chair Hamai stated any members interested in volunteering to email her.

VII. ADMINISTRATIVE MATTERS (J-N)

J. Request to Reinstate City of Azusa as a Member in LA-RICS

It is recommended that your Board:

1. Approve the reinstatement of the City of Azusa's Membership into LA-RICS; and
2. Delegate authority to the Executive Director to provide notice to the City Manager of Azusa that the Board of Director's has accepted their request to reinstate their LA-RICS Membership.

Board Member Alexander inquired why the City of Azusa requested reinstatement. Executive Director Mallon stated the extension date of November 2015 played a role in their decision, allowing them additional time to have a better understanding of individual cost.

Chair Hamai asked for a motion to approve, Alternate Board Member Edson motioned first, seconded by Board Member Raney. The Board's consensus was unanimous.

Ayes 11: Hamai, Walker, Alexander, Iizuka, Raney, Huber, Everett, Farfan, Bundesen, Edson, Fruhwirth.



K. Providing notice to Member Agencies that Site Access Agreements will no longer be pursued for PSBN (LTE) System Sites

It is recommended that your Board:

Delegate authority to the Executive Director to provide notice to the City Managers of the affected member agencies that the sites originally identified as LTE sites for the PSBN project will receive no further consideration as part of the system design for the PSBN project.

Board Member Farfan stated the coverage map will change, based on what is presented today. Mallon stated that is.

Chair Hamai asked for a motion to approve. Board Member Farfan motioned first, seconded by Alternate Board Member Edson. The Board's consensus was unanimous.

Ayes 11: Hamai, Walker, Alexander, Iizuka, Raney, Huber, Everett, Farfan, Bundesen, Edson, Fruhwirth.

L. Approve Amendment No. 9 for Agreement No. LA-RICS 008 for Los Angeles Regional Interoperable Communications System Public Safety Broadband Network

It is recommended that your Board:

1. Amend recommendation 1(a) to reflect the addition of 6 new additional PSBN System Sites as opposed to 7 to read as follows:

- a. Find that authorizing the addition of the six (6) new additional PSBN System Sites to the PSBN and the authorization of Work and exercising of an amendment to the Agreement for Work to proceed for Unilateral Options for Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation), which will allow design, construction, implementation, operation, and maintenance of PSBN or Long Term Evolution (LTE) System infrastructure at the six (6) new PSBN System Sites currently contemplated in the Design and set forth in the enclosed Amendment, including all Work included in the Agreement No. LA-RICS 008, as well as any amendments and Notices to Proceed as referenced herein and in the Agreement, are statutorily exempt from review under California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25 for the reasons stated in this letter and as noted in the record of the project.



2. Amend recommendation 1(c) to reflect a finding for 8 sites as opposed to 9 to read as follows:
 - a. Find that any leased circuit work that may occur outside of a PSBN System Site for the total of eight (8) sites, if needed, to provide connectivity to the PSBN System site, is categorically exempt under CEQA pursuant to CEQA Guidelines Sections 15301, 15303, and 15304 for the reasons stated in this letter and as noted in the record of the project.
3. Amend recommendation 2(a) to reflect the removal of twenty-four 24 PSBN System Sites as opposed to 25 to read as follows:
 - a. Remove twenty-four 24 PSBN Sites and all the Work and equipment associated with these sites from the current scope of work.
4. Amend recommendation 2(b) to reflect the inclusion of 6 new PSBN System Sites as opposed to 7 to read as follows:
 - a. Include six (6) new PSBN System Sites and all the Work and equipment associated with the addition of these sites.
5. Amend recommendation 2(c) to reflect the exercising of Unilateral Options for six (6) new PSBN System Sites as opposed to 7 to read as follows:
 - a. Exercise the Unilateral Options for all work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) for the six (6) new PSBN System sites.

REASON FOR ADD/DROP SITES

LAFD015 – Site is dropped. Ownership of parcel is University of Southern California and not City of Los Angeles.

LAFD099 – Site is reinstated. This site is one of the original 232 and is one of our sites (LALG300, LACF071, LACF088, LACF099) under the jurisdiction of City of Malibu Coastal Commission.

In a meeting with Malibu they stated that no tower/structure would be permitted on the beach property thus LALG300 was dropped. At the time LACF071 was under construction and thus permitting the proposed LTE facilities would be less



controversial with the neighborhood. Alternate sites identified and investigated for LACF088, LACF099, and LALG300 did not pan out. Of these three (3) sites LACF099 would probably be the least controversial through the Coastal Commission permitting process and will be reinstated and will move forward along with LACF071.

IMPACT ON COST:

The cost to drop 24 sites (formerly 25 sites) is now \$9,943,215 and the cost to add 6 sites (formerly 7 sites) is now \$2,616,136. The Total Maximum Contract Sum is now reduced by \$7,324,405, from \$166,254,679 to \$158,930,274.

Chair Hamai asked for a motion to approve. Board Member Alexander motioned first, seconded by Alternate Board Member Bundesen. The Board's consensus was unanimous.

Ayes 11: Hamai, Walker, Alexander, Iizuka, Raney, Huber, Everett, Farfan, Bundesen, Edson, Fruhwirth.

M. Approve Site Access Agreement with the City of Cerritos

It is recommended that your Board:

1. With respect to the Cerritos site listed in Enclosure 1, find that the approval and execution of the Site Access Agreement by the 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 the attached, a Site Access Agreement with the City of Cerritos. This Site Access Agreement is for the Long Term Evolution (LTE) broadband communication site for the PSBN within its respective jurisdiction or under its control.

Chair Hamai asked for a motion. Alternate Board Member Alexander motioned first, seconded by Alternate Board Member Huber. The Board's consensus was unanimous.



Ayes 11: Hamai, Walker, Alexander, Iizuka, Raney, Huber, Everett, Farfan, Bundesen, Edson, Fruhwirth.

N. AD-HOC Sub-Committee

It is recommended that your Board:

1. Instruct the Executive Director to prepare an alternative subscription based draft funding plan for the operation and maintenance of the LTE and LMR Systems that will provide fixed and certain monthly subscription payments for each System, and to present the alternative draft funding plan and analysis to the Ad Hoc Sub-committee within 30 days.
2. Instruct the Executive Director to develop, with the assistance of County of Los Angeles staff, a job description and draft solicitation for the position of Governmental Relations Director or government relations services, and Project Manager, for review by the Ad hoc Subcommittee with 30 days. The Ad Hoc Sub-committee will return to the Board thereafter with its recommendation on the draft job descriptions and solicitations.
3. Request the Ad Hoc Sub-committee conduct preliminary interviews of qualified candidates for the solicitations after the Board has approved release of the solicitations, and to make recommendations for final interviews to be conducted by the Board.

Chair Hamai asked for a motion. Board Member Alexander motioned first, seconded by Chair Hamai. The Board's consensus was unanimous.

Ayes 11: Hamai, Walker, Alexander, Iizuka, Raney, Huber, Everett, Farfan, Bundesen, Edson, Fruhwirth.

MOTION APPROVED

VIII. MISCELLANEOUS – (NONE)

IX. PUBLIC COMMENTS –

Steve Mandoki, City Manager for the City of Lawndale addressed the Board and stated that he had spoken to Board Member Alexander regarding the process. A year ago in January 2014, LA-RICS staff did visit the City of Lawndale. There was no discussion of a monopole being installed. On January 15, 2015, received an email a monopole was going to be installed, four days later. There has been no communication to the residents or outreach that was promised by the program.



Christy Marie Lopez, City Attorney for the City of Lawndale addressed the Board and stated concerns regarding coverage for the South Bay area. Ms. Lopez went on to state that she is not sure if this project would be effective for the South Bay area. She would like to know how many sites will be built in the South Bay, when will the funding plan be finalized, and how much will it cost in the South Bay Area. "The opted-out date is after the construction date. Is there funding for operations going forward?"

Counsel Moore stated that if Ms. Lopez would provide her questions to LA-RICS, she would make sure that they are answered.

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

XI. CLOSED SESSION REPORT (3)

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(Government Code Section 54957(b)(1))
Title: Executive Director
2. PUBLIC EMPLOYMENT
(Government Code Section 54957(b)(1))
Title: Executive Director
3. CONFERENCE WITH LABOR NEGOTIATORS
(Government Code Section 54957.6)

Closed session convened at approximately 9:57a.m., and reconvened to open session at 10:18a.m. The Board members met in closed session to discuss the above items. There was no reportable action.

XII. ADJOURNMENT AND NEXT MEETING:

Chair Hamai announced adjournment of this meeting. The Board's consensus was unanimous. The next Board meeting will take place on Thursday, April 2, 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. 36

For March, 2015

Submitted March 26, 2015

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PROGRAM DASHBOARD

CATEGORY	RATING	CHANGE	COMMENTS
SAFETY	●	NO CHANGE	
QUALITY	●	NO CHANGE	
SCHEDULE	●	CHANGE	FINAL SITE ACCESS AGREEMENTS RUNNING LATE - RISK TO LOSING SOME SITES
COST/BUDGET	●	NO CHANGE	
RISK	●	NO CHANGE	
PROJECT STAFFING	●	NO CHANGE	

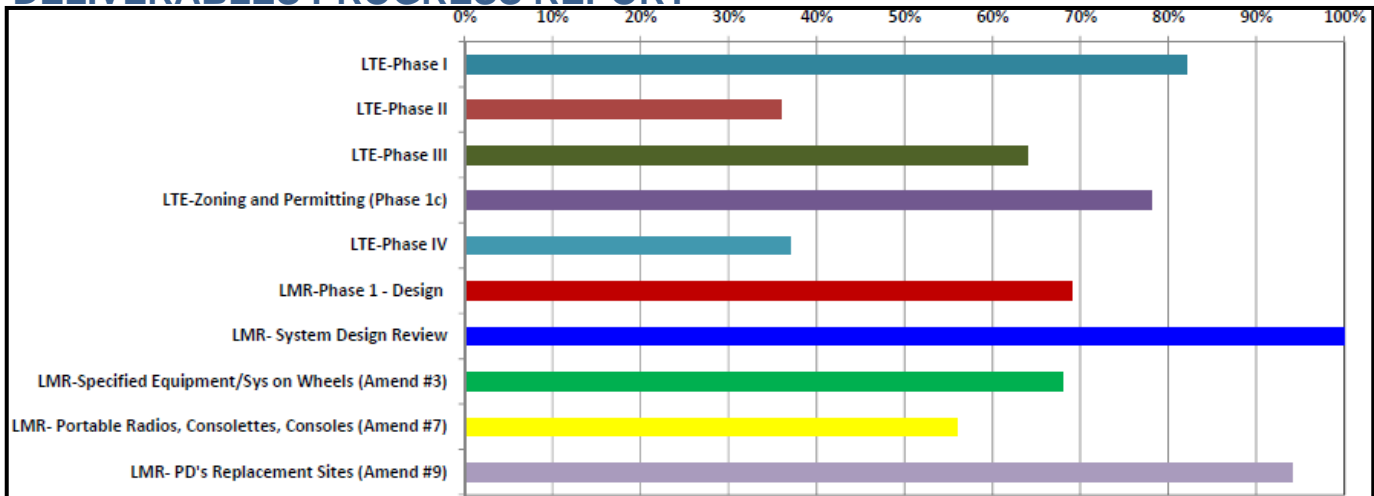
RISK REGISTER

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 AGREEMENT	Nancy Yang	Active	High	Category 1	02/24/2012	

ACTIVITIES STATUS

ITEM	STATUS	DUE DATE
LTE PHASE I	IN PROGRESS	APRIL, 2015
LTE PHASE II	IN PROGRESS	JULY, 2015
LTE PHASE III	IN PROGRESS	MAY, 2015
LTE ZONING AND PERMITTING (PHASE 1C)	IN PROGRESS	JUNE, 2015
LTE PHASE IV	IN PROGRESS	AUGUST, 2015
LMR PHASE 1 DESIGN	IN PROGRESS	NOVEMBER, 2015
LMR SYSTEM DESIGN	COMPLETED	MARCH, 2015
LMR SPECIFIED EQUIPMENT/SYS ON WHEELS (AMEN #3)	IN PROGRESS	OCTOBER, 2015
LMR PORTABLE RADIOS, CONSOLETTES, CONSOLES (AMEND #7)	IN PROGRESS	NOVEMBER, 2015
LMR PD's REPLACEMENT SITES (AMEND #9)	IN PROGRESS	MAY, 2015

DELIVERABLES PROGRESS REPORT



LA-RICS MASTER CALENDAR

April 2015 (Proposed)						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 0800 – Weekly LTE Backhaul Mtg 1400 - Frequency Coordination Mtg 1600 - LMR Project Weekly Early Deployment Coordination Mtg	2 1000 - Site Status Review 0900 JPA Bod Mtg	3	4
5	6 1300 – LMR/LTE Shared Sites Mtg 1400 – LTE System Design & Site Meeting w/MSI	7 0900 – WESM Mtg 1000 – LMR Weekly Site & System Design Mtg	8 0800 – Weekly LTE Backhaul Mtg 1400 - Frequency Coordination Mtg 1600 - LMR Project Weekly Early Deployment Coordination Mtg	9 1000 - Site Status Review	10	11
12	13 1300 – LMR/LTE Shared Sites Mtg 1400 – LTE System Design & Site Meeting w/MSI	14 0900 – WESM Mtg 1000 – LMR Weekly Site & System Design Mtg	15 0800 – Weekly LTE Backhaul Mtg 1400 - Frequency Coordination Mtg 1600 - LMR Project Weekly Early Deployment Coordination Mtg	16 1000 - Site Status Review	17	18
19	20 1300 – LMR/LTE Shared Sites Mtg 1400 – LTE System Design & Site Meeting w/MSI	21 0900 – WESM Mtg 1000 – LMR Weekly Site & System Design Mtg	22 0800 – Weekly LTE Backhaul Mtg 1400 - Frequency Coordination Mtg 1600 - LMR Project Weekly Early Deployment Coordination Mtg	23 1000 - Site Status Review	24	25
26	27 1300 – LMR/LTE Shared Sites Mtg 1400 – LTE System Design & Site Meeting w/MSI	28 0900 – WESM Mtg 1000 – LMR Weekly Site & System Design Mtg	29	30		

LTE TECHNOLOGY UPDATES

- **LMR/LTE Shared Site Activities**
 - Continued review of all shared LMR/LTE sites
- **Received following site coverage, analysis, and impact reports**
 - Backhaul link relaxed availability analysis
 - Backhaul link relaxed clearance analysis
 - Backhaul subsystem map
 - Backhaul microwave PCN link submittals
 - Backhaul design files
 - RF emission reports
 - LACF056 coverage analysis report
 - LACF087 FCC MPE compliance report
 - PSBN UE VML 750 report
 - FCCF ECP acceptance test report
- Issuance of NTP 16 for construction of sites in the cities of Arcadia, Azusa, El Monte, Gardena
- Issuance of NTP 17 for 75 TMR cabinets
- Issuance of NTP 18 for issuance of microwave backhaul equipment for 79 sites
- Issuance of NTP 19 for redundant Evolved packet Core (EPC) installation
- Request for Quote (RFQ) for the modification of antenna support structures for 48 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**
 - Continued review of all shared 39 LTE/LMR sites.
- **Ongoing Working Weekly LMR System Design and Site Documentation meetings.**
 - 14 of 25 Site drawings reviewed and complete, 11 Site reviews are due this week.
- **Ongoing Early Deployment engineering**
 - Began to develop fleet mapping procedures for Sheriff Test radios.
 - Acceptance Test Plans complete.
- **Completed final review of Motorola Design Deliverables**
 - Reviewed with Authority staff and Motorola to document final comments.
- **Microwave Backhaul design analysis**
 - Reviewed paths and reconfigured design to make the design more efficient by using fewer sites and closing local rings
- **Ongoing FCC Licensing Meeting**
 - Discussion of path forward for all licensing Issues. RFQ for FCC license T-Band frequency sets at all sites.
 - 700 MHz planning and submission for additional five frequencies pairs and seeking Letters of Concurrence from current operators.
- **Ongoing LMR project reports received weekly/monthly:**
 - Weekly Status Report
 - Monthly Status Report
 - Integrated Master Schedule (IMS)
 - Site Analysis and Inclusion of USFS Sites
 - Participated in Joint Operations and Technical Committee meeting

LTE SITES/CIVIL DELIVERABLES

- Resubmitted Route Mod 3 request (11 sites) to NTIA
- Submitted and received approval on a request to SHPO to allow supplemental sites to be approved for geotechnical investigation prior to completion of FCC Forms 620 (7 sites)
- Received response to NAHC letter.
- Prepared tribal letters to NAHC-identified recipients
- Submitted draft supplemental EA for six sites and submitted to NTIA for review
- Continued development of the public draft document
- Began incorporation of NTIA comments to supplemental EA
- Prepared LTE STATEX 3 analysis and NOEs for 8 sites
- Participated in meetings with NTIA to discuss supplemental EA and route modification work ahead
- 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
- Reviewed Geotechnical Investigation Logistic Plans
- Coordinated and attended geotechnical investigations
- Reviewed/approved 50% and 90% CDs
- Coordinated plan check efforts
- Coordinated Power design
- Provided Exhibits A & B to support City of LA and Independent City SAA activities
- Coordination for qualified Abatement Industrial Hygienist information gathering
- Continued outreach to independent cities not fully committed to LA-RICS. Resolving issues with equipment location, and aesthetics.
- Provided oversight for VDC and FCCF construction activities
- Coordinated LCP permit application process for LACF069 and LACF072
- Coordinated Coastal Commission permit application for LACF071 and LACF099 with City of Malibu

LMR SITES/CIVIL DELIVERABLES

- Completed cultural resources site visits.
- Attended teleconferences with LA City Mayor's Office Staff and FEMA personnel to discuss NEPA approach
- Prepared weekly revisions of spreadsheet of the LMR sites for FEMA
- Supported preparation of revised construction waiver for submittal to FEMA
- Continued uploading database for preparation of site summary forms for CEQA analysis of each site
- Prepared and submitted documentation to FCC and FEMA for LMR sites eligible for exemption from FCC e106 process, and prepared letter for FEMA to submit to SHPO summarizing the results
- Continued FCC 620/621 preparation and TCNS submittals for LMR sites
- Provided table of sites and flood zone information for FEMA
- Prepared letters and attachments for FEMA to use to initiate NEPA outreach with other federal agencies
- 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 construction activities
- Developed and produced RFQs
- Assisted early construction initiative
- Assisted shared and co-located site coordination

Activity ID	Activity Name	Start	Finish	Total Float	% Complete	2013		2014				2015				2016				2017				2018				2019				2020
						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						18-Mar-19, LA-RICS MSI																										
Phase 1 - LMR System Design						24-Nov-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						27-Apr-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						21-Oct-15, Amendment 3 - Specified Equipment Shipment and System on Wheels																										
Amendment 4 - Station B Equipment						03-Nov-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						24-Nov-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						01-May-15, Amendment 9 - Project Descriptions for 26 potential replacement sites																										
Environmental Review						26-Jun-15, Environmental Review																										
Design Review						24-Nov-15, Design Review																										
Phase 1a - Licensing Process						02-Jul-15, Phase 1a - Licensing Process																										
LMR_1547	License Preparation	23-Mar-15	01-Jul-15	297	0%	01-Jul-15, License Preparation																										
LMR_1548	FCC Licensing Processing	02-Jul-15	02-Jul-15	297	0%	02-Jul-15, FCC Licensing Processing																										
LMR_1549	B.1.6 FCC License and Application Forms - FCC Licenses Granted		02-Jul-15	298	0%	◆ 02-Jul-15, B.1.6 FCC License and Application Forms - FCC Licenses Granted																										
Phase 1b - Submit Required Permits & Approvals						20-Jan-16, Phase 1b - Submit Required Permits & Approvals																										
Zoning Permit						31-Dec-15, Zoning Permit																										
Building Permits						20-Jan-16, Building Permits																										
Receive Permit Approvals						20-Jan-16, Receive Permit Approvals																										
Phase 2 - Site Construction and Site Modification						21-Oct-16, Phase 2 - Site Construction and Site Modification																										
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																										
LMR_1855	Notice to Proceed Phase 2 Received for Materials		27-Aug-15	-204	0%	◆ 27-Aug-15, Notice to Proceed Phase 2 Received for Materials																										
Notice to Proceed Phase 2 for Sites (Broken out by Site #)						27-Jan-16, Notice to Proceed Phase 2 for Sites (Broken out by Site #)																										
Site Construction Materails						28-Dec-15, Site Construction Materails																										
Site Build / Modiifcations						21-Oct-16, Site Build / Modiifcations																										
Phase 3 - Supply LMR System Components						24-Aug-16, Phase 3 - Supply LMR System Components																										
LMR_6425	B.1.6 FCC Licensing	02-Jul-15	02-Jul-15	297	0%	02-Jul-15, B.1.6 FCC Licensing																										
LMR_3893	Notice to Proceed Phase 3		24-Nov-15	-256	0%	◆ 24-Nov-15, Notice to Proceed Phase 3																										
LMR_6800	B.3.9 System Management and Monitoring Subsystem	20-Apr-16	20-Apr-16	486	0%	20-Apr-16, B.3.9 System Management and Monitoring Subsystem																										
Manufacturing / Staging / Site Development and Test						24-Aug-16, Manufacturing / Staging / Site Development and Test																										
Phase 4 - LMR System Implementation						18-Mar-19, Phase 4 - LM																										
LMR_6805	B.4.1.1.1.7 System Management and Monitoring Subsystem		20-Apr-16	486	0%	◆ 20-Apr-16, B.4.1.1.1.7 System Management and Monitoring Subsystem																										
LMR_3921	Notice to Proceed Phase 4		09-May-16	-230	0%	◆ 09-May-16, Notice to Proceed Phase 4																										
RF Emission Safety Report						31-Aug-15, RF Emission Safety Report																										
Implementation & Testing						16-Mar-18, Implementation & Testing																										
Warranty - 12 months						18-Mar-19, Warranty - 12																										
Phase 5 - LMR System Maintenance						18-Mar-19, Phase 5 - LM																										



Monthly Report #19

Reporting Period: 02/16/15 thru 03/13/15

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

Motorola Solutions, Inc.



MOTOROLA SOLUTIONS

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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 10 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”.

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 National Forest.

This month’s report for the LA-RICS LMR program covers the reporting period from **02/16/14** through **03/13/15**. As of this reporting period Phase 1 LMR System Design is remained at 69% complete. Progress on some tasks within Phase 1 was offset by the tasks that did not progress per project plan. Associated Phase 1 tasks include A&E, Frequency Coordination (continues 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 Design Review (100% 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 was selected to complete the coverage design process. Motorola provided updates and a response to the Authority’s comments on the LMR System Design on 11/26/14 which the Authority has reviewed. Meetings were held in December and January to discuss Authority comments on the LMR System Design. Motorola delivered the updated design documents which the Authority has approved. Next steps will be start of construction drawings on the applicable exempted sites submitted to FEMA for their approval.

- **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 updated Test Plans based on received comments were submitted to 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	
Authority final review of LMR System Design & Documents & Provides Approval	Completed
Project Descriptions	
Develop 26 Project Descriptions for Alternative Sites (25 of 26 Completed)	In Process

2.2 Tasks Planned for Next Period (03/16/15 thru 04/17/15)

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	Completed
Project Descriptions	
Complete One Project Descriptions for Alternative Sites (Simpson Building)	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 Review for 26 Potential Sites	On Plan to Finish
Authorize to start work on the sites listed in Amendment 9	On Plan to Start
Phase 1b Submit Required Permits and Approvals	
See Environmental Review & Documentation tasks above	On Going
Review 90% Construction Drawings for Permit Submittal	On Plan to Start

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	Early Construction of Some Sites	Authority determination if construction of some sites can be expedited in 2015.
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

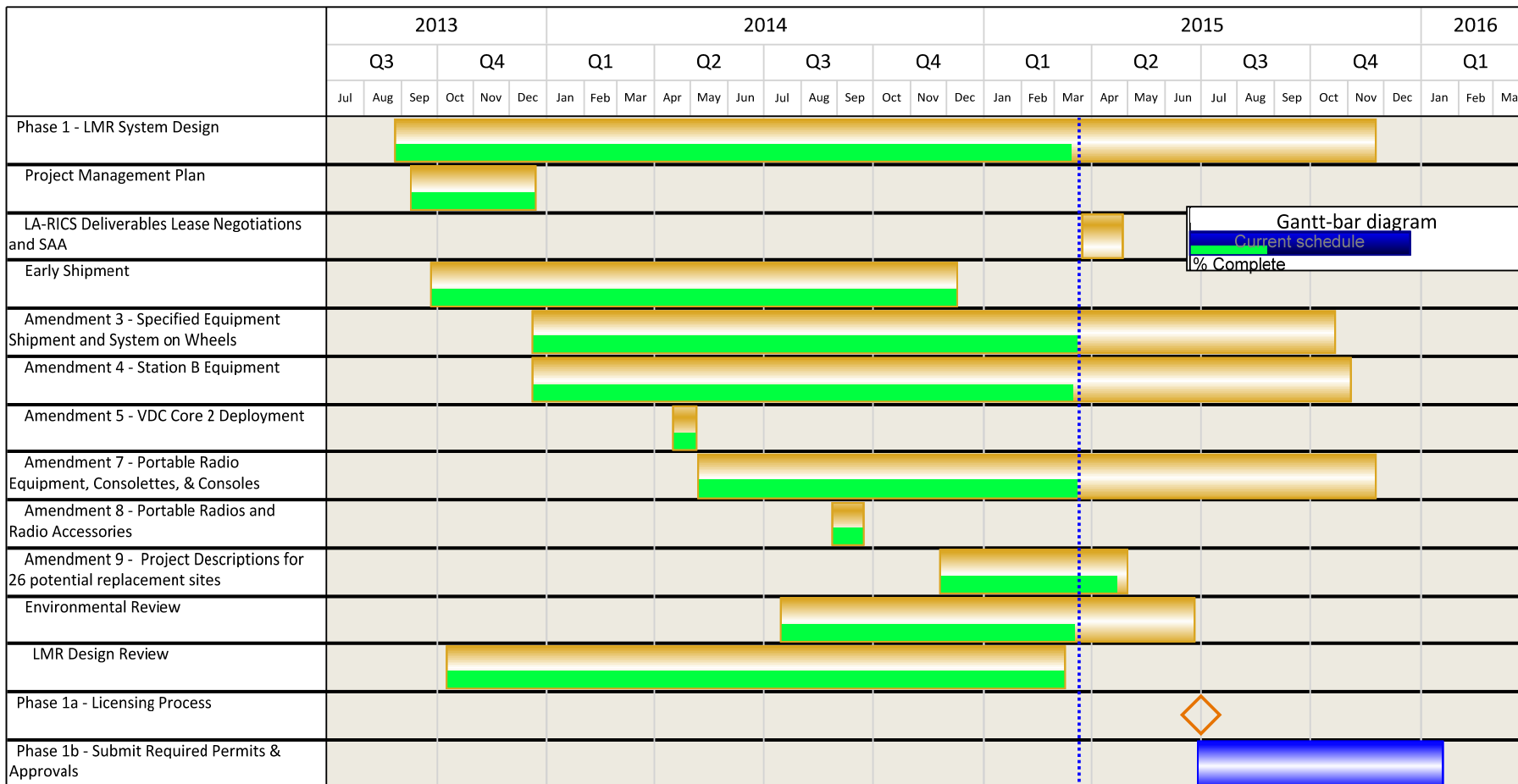
The following represents the invoice payments that were completed during the reporting period and the remaining amount to be invoiced and paid.

Invoice Payment Category	Invoice Payment Totals
Contract Sum Full Payable Amount (Phase 1)	\$ 40,304,260
Cumulative Invoice Payments from Last Report	\$ 34,832,452
Total Invoice Payments This Period	\$ 139,318
Remaining Amount to be Paid	\$ 5,332,490

7. LA-RICS Master Schedule

An executive view depicting the status of the primary activities:

LMR Phase 1 Executive Summary



LA-RICS LMR Executive Summary

Snapshot Date: 3/21/2015

Motorola Solutions, Inc



Monthly Report - #13

Reporting Period: 2/16/15 thru 3/13/15

**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 the 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.

On December 30, 2014 the Authority issued **NTP 13**, authorizing Motorola to begin construction on 31 City of Los Angeles Sites listed in NTP.

On December 31, 2014 the Authority approved **Amendment 7** to make changes necessary to reflect the replacement of undisguised antenna support structures with various types of antenna support structures at eight PSBN Sites.

On January 22, 2015 the Authority issued **NTP 14**, authorizing Motorola to proceed with ordering 25 vehicular routers.

On January 28, 2015 the Authority issued **NTP 15**, authorizing Motorola to begin construction on the two sites VEFD001 and VEFD003

On February 5, 2015 the Authority approved **Amendment 8** for the removal of thirty-six (36) PSBN Sites, include six (6) new PSBN Sites and to make the changes necessary to reconcile the hose tower installation costs for twenty-eight (28) PSBN Sites. Amendment 8 decreases the Maximum Contract Sum from \$178,196,575 to \$166,254,679.

On March 3, 2015 the Authority issue **NTP 16**, authorizing Motorola to begin construction on the four sites; ARCPD01, AZPD001, ELMNTPD, LACF159.

On March 4, 2015 the Authority issue **NTP 17**, authorizing Motorola to proceed with ordering and implementing TMR cabinets for seventy-five (75) sites.

On March 5, 2015 the Authority approved **Amendment 9** for the removal of twenty-four (24) PSBN Sites, include six (6) new PSBN Sites and to make the changes necessary to accommodate various changes in civil construction scope at applicable sites.. Amendment 9 decreases the Maximum Contract Sum from \$166,254,679, to \$158,930,274.

On March 10, 2015 the Authority issue **NTP 18**, authorizing Motorola to proceed with ordering the necessary microwave radio equipment and accessories to implement the PSBN microwave paths identified in the approved PSBN backhaul design.

This report covers the period of time from **2/16/15** through **3/13/15**. The project schedule is currently still in the process of being re-planned to determine a new completion date for Final Acceptance. The schedule re-planning efforts to re-baseline the Master Schedule is on plan for completion in early April. The primary construction tasks for sites that have completed Phase 1 activities and have NTPs for Phase 2 construction activities remain on schedule to be completed by August 15, 2015. The previous reporting periods included a Recovery Schedule that reduced testing and optimization tasks for sites that have been delayed in receiving Site Access Agreements, Right of Entry agreements, SHPO approvals, NTIA Finding of No Significant Impact (FONSI), Zoning Exemptions and Zoning approvals. The Authority continues to work with NTIA and Motorola to determine new milestones and adjustments to scope that will account for the delays in the outstanding sites and reduction of sites. Due to these efforts an Executive Summary of the schedule will not be provided for this report. Scheduled project activities continue to be provided during the weekly status meetings.

On March 3, 2015 the Authority and Motorola presented its project status report to the NTIA and NOAA representatives. The meeting highlighted the equipment procurement plan and implementation plan to deploy 182 sites by August 15, 2015. Motorola presented the updated PSBN system coverage maps based on the 182 sites.

The percent complete indicators below are based on the previous period's recovery schedule and will be updated when the Master Schedule re-baseline is completed.

PHASE 1 (82% Complete)

Phase 1 consists of LA-RICS Deliverables, Project Management Plans, and System Design. The percentage complete will be recalculated once the Master Schedule has been re-planned and a new baseline is established.

The primary Phase 1 activities for this period include:

- **LA-RICS Deliverables (92% Complete)**
Tasks that are included in Phase 1 Deliverables: 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 (83% Complete)**
Activities for this task include site walks, site surveys, and geotechnical/geological site surveying authorization. As of this reporting period 280 site walks have been conducted to identify potential equipment locations. The total number of sites walked has exceeded the original 232 site list due to many site changes. Sketches of each site have been created to identify primary and alternate locations for the placement of towers, cabinets, and generators. 302 sketches have been delivered to the Authority for review and a total of 224 sketches have been approved. Upon completion of a site sketch approval, a site survey is conducted. 207 sites have been surveyed as of this reporting period. To date there have been over 100 changes to the original site configurations. Final Site

Design cannot be completed until all Sites and antenna support structure types and locations are identified. The Authority and Motorola are actively meeting to determine what sites will remain in the program and what sites will be dropped due to continued issues with tower location selection and tower type, lack of site access agreements to complete site designs or to start construction activities. It is anticipated that final site counts for the system will be completed by the end of March.

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 / City of Los Angeles properties that require parcel owner or agency specific 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 and is also 100% complete. The backhaul system design was completed this period, however, due to continued fluctuations in site selection and finalization the final microwave elements of the backhaul design continue to change. Final site selection and tower locations are required before the entire backhaul system design is completed.
- **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 antennae support structures. This has been delayed by the extension of the member opt-out 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) (78% 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. 125 geotechnical/geological surveys and reports have been started with 27 remaining. Many sites do not require the survey due to the use of an existing structure. 99 Construction Drawings have been submitted to the Building Permit jurisdictions of the County and City of Los Angeles as well as the Independent Cities. 77 permits were received as of this reporting period.

PHASE 2

Phase 2 consists of Site Construction and Site Modification tasks and is greater than 36% complete as of this period. The primary Phase 2 effort for this period included construction starting at 18 sites. There are currently 131 sites with NTPs for Phase 2 construction activities. As of this period 42 total sites are under construction with a total of 11 completed sites. Construction complete does not include new commercial power implementation, this effort is tracked separately.






PHASE 3

Phase 3 consists of Supply PSBN Components and is greater than 64% complete as of this period. 125 Sites of eNB equipment have been purchased as of this period. 95 eNB stations have been delivered and inventoried. 30 more sites are scheduled to arrive in the next reporting period. It was reported during the last period that all remaining equipment must be ordered during the next period to meet delivery deadlines. To date NTPs for equipment have been provided for the following categories; 150 sites for radio equipment, 150 sites for backhaul cabinets and site routers, 131 sites for construction materials. On March 4, 2105 a NTP was issued for the procurement of the microwave equipment to implement the microwave paths identified in the backhaul design. Motorola has requested an NTP to order the fiber network circuits for all of the applicable PSBN sites in order to meet the project deadline. NTPs for constructions services are also required for the remaining sites that have Site Access Agreements. Final equipment NTPs for sites beyond the first 150 sites are required by March 25, 2015 for the remaining sites in the system. Procurement of long lead items such as generators, disguised towers, TMR cabinets, eNB stations are at risk of being delivered in time to support the system implementation plan.

PHASE 4

- Phase 4 consists of System Implementation and is greater than 37% complete as of this period. The primary driver for the Phase 4 completion percentage is the operational EPC core and Test Cell at the Los Angeles County Fire Department FCCF facility and the start of the deployment of cabinets at the PSBN sites.

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

PSBN Project Dashboard			
Category	Rating	Change	Comments
Schedule			Motorola & Authority will need to agree on a revised and shortened testing and operations plan due to schedule impacts.
Quality			Quality Assurance – Scope changes and schedule compression are impacting coordination efforts
Risk			Final site selection and tower location and Tower Types are delaying Design Completion. Several construction stops are impacting overall program schedule
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
Supplemental EA and Route Modification Filings & Approvals	In Progress
System Design Activities	
Site Network Design Update With Comments	In Progress
Backhaul Design	In Review
Network Management System Design Update With Comments	In Progress
Site Design Activities	
Site Walk	In Progress

Activity Name	Activity Status
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)	
Ordering Civil Equipment for 75 Sites (Monopoles, Generators, Misc Materials)	In Progress
Site Layout - Construction Mobilization	In Progress
Excavation and forming for Tower and Equipment Pad	In Progress
Foundation Pour with Test Cylinders	In Progress
Complete 3 day Cylinder Test	In Progress
Tower Installed	In Progress
Set Generator and Fuel Tank include plumbing test	In Progress
Install Antennas and lines	In Progress
Install New ground rods	In Progress
Trenching New electrical service	In Progress
Inspect any trenching (LARICS Rep and Muni Inspector)	In Progress
Rough in New electrical service	In Progress
Inspection of Rough in electrical	In Progress
Ground Resistivity Test Completed	In Progress
Final Electrical Hook up	In Progress
Supply PSBN Components (Phase 3)	
Prepare Backhaul Equipment BOM (requires NTP for ordering)	Complete
Order Backhaul Microwave Equipment	Started
Redundant EPC (Additive Alternate #2)	Complete
System Implementation (Phase 4)	
LTE EPC Install & Configuration / Test Station (eNB)	In Progress
Redundant EPC (Additive Alternate #2) Delivery & Installation	In Progress

2.2 Tasks Planned for Next Period (03/16/15 thru 04/17/15)

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
Surveys and Geotechnical Studies	In Progress
Site Access Agreements	In Progress
SHPO Submittal and Approvals	In Progress
Zoning and Permitting Outreach	In Progress

Activity Name	Planned Status
Supplemental EA and Route Modification Filings & Approvals	In Progress
Construction Inspections	In Progress
System Design Activities	
Incorporate Authority Comments	In Progress
System Design Review & Approval	In Progress
Site Design Activities	
Site Walk	Nearly Complete
Site Sketch Development	Nearly Complete
Site Sketch Approvals	Nearly Complete
Site Surveys (1A)	Nearly Complete
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
Construction Drawings	In Progress
Site Construction and Site Modification (Phase 2)	
Manufacturing Civil Equipment for 75 Sites (Monopoles, Generators, Misc Materials)	In Progress
Site Layout - Construction Mobilization	In Progress
Excavation and forming for Tower and Equipment Pad	In Progress
Foundation Pour with Test Cylinders	In Progress
Complete 3 day Cylinder Test	In Progress
Tower Installed	In Progress
Set Generator and Fuel Tank incl plumbing test	In Progress
Install Antennas and lines	In Progress
Install New ground rods	In Progress
Trenching New electrical service	In Progress
Inspect any trenching (LARICS Rep and Muni Inspector)	In Progress
Rough in New electrical service	In Progress
Inspection of Rough in electrical	In Progress
Ground Resistivity Test Completed	In Progress
Final Electrical Hook up	In Progress
Supply PSBN Components (Phase 3)	
Redundant EPC (Additive Alternate #2)	In Progress
NTP for Additional Telecommunications Sites Beyond Initial 150 Sites	On Plan to Finish
Order Backhaul Microwave Equipment	In Progress
NTP for Fiber Network Circuits & LA City Fiber Network Equipment	On Plan to Finish
System Implementation (Phase 4)	
LTE EPC Install, Configuration, Testing	In Progress
Redundant EPC (Additive Alternate #2) Delivery & Installation	In Progress
Installation of eNB Base Frames, BBS & TMR Cabinets	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 Plan to Finish
Right of Entry Agreements	On Plan to Finish
SHPO Submittal and Approval	On Going
Site Access Agreements	On Plan to Finish
Supplemental EA and Route Modification Filings & Approvals	On Going
System Design Activities	
Review Submitted Changes to System Design & Backhaul Design	On Plan to Finish
Acceptance Test Plan	
Revised 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
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
Notice to Proceed for Independent Cities	On Plan to Finish
Site Inspections	On Going
Supply PSBN Components (Phase 3)	
Inventory PSBN Components	On Going
System Implementation (Phase 4)	
EPC & Network Management Installation Testing	On Plan to Finish
PSBN Site Equipment Inspections	On Plan to 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. Requires NTP for balance of equipment immediately.	Partially Resolved for 150 Sites. Requires NTP for balance of sites NLT early March
Construction NTPs	LA-RICS	High	NTPs for construction at identified sites not lining up with construction schedule could impact schedule	Resolved for 131 Sites. Need balance of sits with SAAs
Permit Submittals	Motorola	High	Schedule compression caused by site delays will eventually result in a large surge to the permitting backlog.	In Process. Batches of 90% drawings to be submitted for review by Auth
Independent City Participation & Site Changes	LA-RICS	High	Site location changes are delaying the backhaul design completion	Continued changes and construction stops impacting schedule

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 183 sites with SHPO clearance and 13 additional sites have exemption status. Action required by SHPO to complete all sites.
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 are at high risk of not being implemented by the project

ID	Event / Circumstance	Remedial Action Taken or Required
		deadline.
10-01	Inadequate Commercial Power at Sites	Timelines for the power companies to deliver new commercial power is on the critical path for project completion. Authority will assist Contractor to work with power companies to see if timeline for install of power can be shortened to meet schedule.
10-02	Commercial Power Designs Require Work Outside of the Polygon	Authority Environmental Staff to review EA and submit modifications as necessary.

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
Differing Site Conditions	Requirement is being reviewed by Authority and Motorola	TBD
Background Check Method	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 for a total value of \$115,168,525. Amendment 8 & 9 removed and added PSBN Sites to the project which resulted in a net decrease in the total Maximum Contract Sum \$158,930,274. However, the actual contract value for NTPs 7-18 continues to be evaluated and is predicated on the final site selection and determination of disguised monopolies. Once a finalized site list has been determined a revised contract value based on the authorized NTPs will be updated and provided in the next monthly report. A total of \$666,356 in payments was received during this reporting period.

PSBN Invoice Payment Category	Invoice Payment Totals
PSBN Contract Sum Full Payable Amount (Phases 1-4)	\$ 115,168,525
Cumulative Invoice Payments from Last Report	(\$ 7,004,828)
Total Invoice Payments This Period	(\$ 666,356)
Remaining Amount to be Paid	\$ 107,497,341

7. LA-RICS PSBN Project Schedule

The project schedule is in the process of being re-planned to account for the changing site configurations, dropped sites, and delays in the start of site construction. The upcoming scheduled activities will be provided during the weekly meetings.

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**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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PATRICK J. MALLON
EXECUTIVE DIRECTOR

April 2, 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 matrices.

PJM:SOC:pl

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Enclosure

AGENDA ITEM F

Member Agencies who have Opted-Out

Member Agencies		% of Cost Allocation
City of Alhambra Date of Withdrawal: 09/22/14		
Explanation of Withdrawal of Membership	<p>On January 14, 2015 Lauren Myles, Alhambra City Clerk, sent the Authority Minutes Excerpt for the September 22, 2014 regular meeting of the Alhambra City Council noting two Systems being built rely heavily on grant funds and those funds are at risk of being lost due to inability to perform within the timeline required by the grants. Another issue of concern is the JPA's funding plan being based on 100% participation of members, despite the JPA Board adopting a motion to allow for a 180-day no-cost opt-out period. As members withdraw from the JPA, the costs borne by the remaining members will rise. Alhambra anticipates majority of independent cities will withdraw and thus the belief is this would result in a significant cost increase to the City of Alhambra.</p>	0.54%
City of Burbank Date of Withdrawal: 08/20/2014		
Explanation of Withdrawal of Membership	No reason cited in letter of withdrawal.	0.80%
City of Calabasas Date of Withdrawal: 06/11/14		
Explanation of Withdrawal of Membership	<p>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.</p>	0.10%
City of El Segundo Date of Withdrawal: 08/19/2014		
Explanation of Withdrawal of Membership	No reason cited in letter of withdrawal.	0.17%

AGENDA ITEM F – ENCLOSURE

Member Agencies		% of Cost Allocation
City of Gardena Date of Withdrawal: 07/15/14		
Explanation of Withdrawal of Membership	<p>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.</p>	0.25%
City of Glendale Date of Withdrawal: 07/24/14		
Explanation of Withdrawal of Membership	<p>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.</p>	1.43%

AGENDA ITEM F – 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 Long Beach Date of Withdrawal: 01/08/2015		
Explanation of Withdrawal of Membership	City Manager, Patrick West notified LA-RICS of withdrawal, citing no reason, however stating Long Beach will continue to be supportive of the LA-RICS project, and will, where feasible, support the construction of infrastructure necessary for the implementation of the LA-RICS project within the City of Long Beach.	3.13%
City of Manhattan Beach Date of Withdrawal: 09/30/2014		
Explanation of Withdrawal of Membership	No reason cited in letter of withdrawal.	0.24%
City of Monrovia Date of Withdrawal: 03/03/2015		
Explanation of Withdrawal of Membership	No reason cited in letter of withdrawal.	0.31%
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.	0.09%

AGENDA ITEM F – ENCLOSURE

Member Agencies		% of Cost Allocation
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.	0.71%
City of Santa Clarita Date of Withdrawal: 03/24/15		
Explanation of Withdrawal of Membership	Serious concerns regarding the safety and proximity of sites to residential areas, opting out to solidify their opposition of sites in their city.	0.53%
City of Torrance Date of Withdrawal: 06/19/14		
Explanation of Withdrawal of Membership	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.	1.05%
Total Percentage Allocated to Opt-Out Members		9.47%

AGENDA ITEM F – ENCLOSURE



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

April 2, 2015

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

Dear Directors:

**APPROVE REVISION TO BYLAWS TO ADDRESS UNCONTESTED SEATS FOR
AT-LARGE AND ALTERNATE DIRECTOR VACANCIES; APPROVE DIRECTORS
FOR AT-LARGE SEAT NO. 2 OR SEAT NO. 3, AND SEAT NO. 4**

SUBJECT

Board approval is requested to amend the Bylaws to allow for uncontested seats for At-Large and Alternate Director vacancies to be filled without an election by Member cities.

RECOMMENDED ACTION:

It is recommended that your Board:

1.
 - (a) Approve a revision to the Bylaws, as set forth herein, for the Los Angeles Regional Interoperable Communications System Authority to allow for uncontested seats for At-Large and Alternate Director vacancies to be filled by a majority vote of the Board of Directors, in lieu of conducting an uncontested election by Member cities; or
 - (b) Provide direction to staff to return with alternative recommendations for a different process to use when seats are uncontested.
2. If Recommendation 1(a) is approved, approve Kim Raney, Police Chief of Covina, for either At-Large Seat No. 2 or At-Large Seat No. 3 (he cannot hold both) and Douglas R. Prichard, City Manager, Rolling Hills Estates, for At-Large Seat No. 4.

AGENDA ITEM G

BACKGROUND

At the March 5, 2015 Board meeting, Director Mark Alexander inquired whether the Bylaws for the Authority should be revised to account for a different process in the event At-Large and Alternate Director seats are uncontested as part of the election process. This would save on staff time and resources that would be spent on running an uncontested election.

Previously, on October 2, 2014, the Board set the date for elections of At-Large Member Directors and Alternate Directors for Thursday, April 2, 2015. During the nomination process contemplated by the Bylaws, only Kim Raney, Police Chief of Covina, was nominated for At-Large Seat No. 2 and At-Large Seat No. 3, and Douglas R. Prichard, City Manager, Rolling Hills Estates, for At-Large Seat No. 4. Both seats are uncontested.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to allow the Board of Directors, by a majority vote of the Board, to permit uncontested candidates for At-Large Director and Alternate Director seats to sit on the Board without having to be elected by the Member cities in an uncontested election. Currently, the JPA Agreement and Bylaws contemplate that At-Large Directors and Alternate Directors shall be elected. However, the JPA Agreement is silent as to what should happen in the event a seat is uncontested. As such, the Board may adopt a different mechanism in the Bylaws that allows for these seats to be filled without having to conduct an election.

Counsel for the Authority has evaluated the Bylaws of the Authority, and proposes that Article III (Governance Issues) can be amended to add a new section that allows uncontested candidates to sit on the Board without having an election be conducted. A new Section 8 can be added to Article III, as follows:

- "8. In the event that any At-Large Director or Alternate Director seat is uncontested, an election by the Member cities for that seat will not be required. An uncontested candidate for an At-Large Director or Alternate Director seat may serve on the Board following the Board's action, by a majority vote, approving the uncontested candidate for that seat. Such Board action will occur on the same date that the Board of Directors sets for the mail-in ballot election of the At-Large Director and Alternate Director seats."

A redlined copy of the Bylaws with this proposed language is also attached for your review. Should the Board desire staff and counsel explore a different mechanism, the Board may so order.

FISCAL IMPACT/FINANCING

There is no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,



PATRICK J. MALLON
EXECUTIVE DIRECTOR

PJM:WST:pl

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Enclosures

c: Counsel to the Authority

The Los Angeles Regional Interoperable Communications System Authority Bylaws

Article I - Purpose

Pursuant to Section 2.04 of the LA-RICS Joint Powers Agreement, this document sets forth the bylaws for the Los Angeles Regional Interoperable Communications System Authority (the "Authority").

Article II - Participation in the Authority

Membership in this organization shall be limited to public agencies, as defined by California Government Code Section 6500 et seq. (the "Act"), located in the greater Los Angeles area and as provided in the Joint Powers Agreement, dated January 2009 and incorporated herein. Members shall enjoy all rights and privileges of the Authority.

Entities that do not desire to join the Authority as Members (or are not otherwise eligible for membership) may apply to the Board of Directors for participation in the Authority under one of the following categories:

1. Subscribers: for consideration, as determined by the Board, entities that desire to utilize the System for their primary radio communications; and
2. Affiliates: entities that desire to utilize the System only for mutual or automatic aid, or any other purpose approved by the Board.

New Members, Subscribers and Affiliates shall be approved by the Board of Directors on a case-by-case basis. Subscribers and Affiliates may participate in meetings of the various Committees and advisory bodies to the Board of Directors, but shall not be entitled to vote unless otherwise determined by the Board.

Article III - Governance Issues

3.01 Election of At Large and Alternate Directors

At Large Directors and Alternate Directors assigned to represent the Member cities (excluding the cities of Los Angeles and Long Beach) shall be elected as follows:

1. At least six (6) months prior to the expiration of terms, the Board of Directors shall announce and set the date of the Board of Directors meeting for which a

mail-in ballot election of the At Large Director and Alternate Director seats shall be conducted as follows:

- a. Seat 1 – Member city that operates both independent police and fire departments (At Large Director);
 - b. Seat 2 – Member city that operates an independent police and/or an independent fire department (At Large Director);
 - c. Seat 3 – Member city that operates an independent police and/or an independent fire department (At Large Director);
 - d. Seat 4 – Member city not otherwise represented on the Board (At Large Director);
 - e. Seat 5 - Member city that operates both independent police and fire departments (Alternate Director to Seat 1);
 - f. Seat 6 - Member city that operates an independent police and/or an independent fire department (Alternate Director to Seat 2);
 - g. Seat 7 - Member city that operates an independent police and/or an independent fire department (Alternate Director to Seat 3);
 - h. Seat 8 - Member city not otherwise represented on the Board (Alternate Director to Seat 4).
2. Not later than ninety (90) days prior to the date set by the Board of Directors for the mail-in ballot election, Member cities interested in being a candidate to fill an At Large Director or Alternate Director position shall submit to the Secretary of the Board, a written statement containing: (1) the name of their Member city; (2) the name of the primary representative to fill the Board seat; (3) the position and category of the seat for which the Member city is a candidate (i.e., Seat 3 – a city that operates an independent police and/or an independent fire department); (4) a written statement, not longer than five hundred (500) words, of the Member city's qualifications to hold office and any desired statements promoting their eligibility and/or candidacy.
3. Thirty (30) days prior to the date set by the Board of Directors for the mail-in ballot election, the Secretary of the Board shall cause a ballot to be mailed to each Member city containing the names of all declared Member city candidates, the written statements of each candidate and a self-addressed return envelope for the return of such ballots.

AGENDA ITEM G - ENCLOSURE

4. Each Member city eligible to vote shall complete the ballot and return the ballot to the Secretary of the Board not later than the time and place of the Board of Directors meeting designated for the mail-in ballot election and final call for receipt of the ballots. Completed ballots may be delivered in person or mailed to the Board's designee, as long as the ballots are received prior to the final call for receipt of ballots.

5. Only Member cities (excluding the cities of Los Angeles and Long Beach), shall be eligible to participate in the mail-in ballot election for the At Large Director and Alternate Director seats. Eligible Member cities may vote and have their ballots counted toward only the At Large Director and Alternate Director seats that they meet the criteria to hold (e.g., only a Member city that operates both independent police and fire departments may vote for Seat 1, a seat to be occupied by a Member city that operates both independent police and fire departments).

6. At the Board of Directors meeting so designated, the Chair of the Board of Directors shall announce the final call for receipt of ballots. Upon the close of the final call, the Secretary of the Board shall conduct a canvass of the ballots received. The Member city receiving the highest number of votes for each respective seat shall be deemed elected to that seat.

7. Newly elected At Large Directors and Alternate Directors shall assume office at the convening of the next Board of Directors meeting.

8. In the event that any At Large Director or Alternate Director seat is uncontested, an election by the Member cities for that seat will not be required. An uncontested candidate for an At Large Director or Alternate Director seat may serve on the Board following the Board's action, by a majority vote, approving the uncontested candidate for that seat. Such Board action will occur on the same date that the Board of Directors sets for the mail-in ballot election of the At Large Director and Alternate Director seats.

3.02 At Large and Alternate Director Vacancies

In the event of a vacancy of an At Large Director seat, the Alternate Director designated for the subject vacant seat shall assume the At Large Director seat immediately upon the occurrence of the vacancy. In the event of a vacancy of an Alternate Director seat, the vacancy shall be filled through a mailed-in ballot process as set forth herein; however, the timeline for said process shall be reduced to provide that the election shall be conducted within two (2) months following the occurrence of the vacancy.

AGENDA ITEM G - ENCLOSURE

3.03 At Large Member City Representation

The At Large Director and Alternate Director seats shall be filled with a staff representative of the duly elected respective Member city and it shall be the Member city that holds the seat, not a specifically-named individual. As such, any Member city's representative (as designated in writing to the Chair of the Board of Directors by the respective city's City Manager or City Administrator) may attend any meeting of the Authority and act with the full rights and privileges of an At Large Director or Alternate Director, as applicable. The Alternate Director shall assume the rights and privileges of an At Large Director in the event that the At Large Director Member city is absent from a meeting, withdraws from the JPA or is otherwise unable or incapable of fulfilling its duties and responsibilities.

Article IV - Special Meetings

The Chair shall be authorized to call special meetings of the Board of Directors provided that such calls are conducted in conformance with the Ralph M. Brown Act and notice is provided to each member of the Board of Directors at least twenty-four (24) hours in advance of the time and date of the special meeting. The notice shall contain the time, date and location of the meeting and shall set forth all matters to be discussed at the special meeting. Alternatively, special meetings may be called by not less than a majority of the Board of Directors who concur with calling a special meeting provided that all notice requirements, as described herein, are met.

Article V - Designation of Fiscal Year

The Authority shall operate under an annual fiscal year that shall commence on the first (1st) day of July of each year and continue to the thirtieth (30th) day of June of the following year.

Article VI - Technical/System Issues

6.01 Adverse Impacts on the System

The Chair of the Technical Committee or his/her designee has the responsibility and authority to determine whether the actions, operations or equipment of a System user is detrimental to, adversely impacts, or is otherwise harmful to the Authority's System. In such event, the Chair of the Technical Committee or his/her designee shall work with the user to eliminate or otherwise protect against such harmful or adverse impacts.

The Chair of the Technical Committee or his/her designee shall have the authority to immediately suspend a user's action, operation or equipment if such action, operation or equipment poses an immediate or imminent threat to the Authority's System. Notice of

such suspension shall be given to the user and the Chair of the Board of Directors as soon as practicable and shall be reported to the Board of Directors at the next scheduled Board meeting.

The Chair of the Technical Committee or his/her designee may also recommend to the Board of Directors an appropriate long term remedy to the situation for the Board consideration, including without limitation, termination of the user's right to use the Authority's System.

6.02 Violations, Penalties & Fines

Any violations, penalties and/or fines imposed by the Federal Communications Commission (FCC) onto any Member, Subscriber or Affiliate as a result of non-conformance with FCC regulations and requirements, shall be the sole responsibility of the entity committing the violation (regardless of who is the FCC licensee).

Upon receipt of notice of potential violation from the FCC, the licensee and the Authority shall exercise all reasonable diligence in determining the cause and source of the violation, and notify the alleged violating agency of the FCC notice. The licensee and the Authority shall reasonably cooperate with the alleged violating agency's efforts to remedy or otherwise address the violation.

Nothing in this section shall preclude the licensee from taking reasonable steps to protect its license. If the Authority or the affected licensee elects to pay such penalties or fines, the entity that committed the violation shall reimburse the Authority or licensee within a reasonable time frame for all such penalties and/or fines.

Article VII - Appeals of Decisions

The final decision of any committee, body or individual with final decision-making authority delegated by the Board of Directors may be appealed to the Board of Directors provided that such appeal is submitted in writing to the Chair of the Board no later than fifteen (15) calendar days following the date of the decision. The written appeal shall set forth the reasons and/or basis of the appeal and the desired remedy. Upon receipt of the written appeal, the Chair of the Board shall cause the appeal to be placed on a Regular Meeting agenda of the Board of Directors as soon as practicable. The Board of Directors shall have the discretion to hear the appeal, deny hearing the appeal or continue the matter to another date. A decision of the Board of Directors to deny the hearing of such appeal shall render the previous decision of the committee, body or individual as the final decision of the Authority.

The Authority shall give notice pursuant to Section 7.01 of the JPA on denials of applications, decisions impacting a Member's, Subscriber's or Affiliate's actions, operations, equipment or financial obligations, prior to the commencement of the appeal period.

AGENDA ITEM G - ENCLOSURE



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

PATRICK J. MALLON
EXECUTIVE DIRECTOR

April 2, 2015

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

Dear Directors:

**COUNTY OF LOS ANGELES MARCH 24, 2015 BOARD MEETING
UPDATE AND IMPACT;
REQUEST FOR DIRECTION FROM AUTHORITY BOARD, AS NEEDED**

SUBJECT

The purpose of this item is to update your Board on the action taken by the County of Los Angeles Board of Supervisors' at their regular meeting of March 24, 2015, and to allow the Authority's Board to provide direction to staff, as needed, to address public outreach, construction and Union concerns regarding the LA-RICS Project.

RECOMMENDED ACTION:

It is recommended that your Board:

1. Consider the updates provided by staff regarding the County of Los Angeles board action on March 24, 2015, and the potential impacts to the LA-RICS Project; and
2. Provide direction to staff, as needed, to address public outreach, construction and Union concerns regarding the LA-RICS Project; and
3. Direct the Executive Director to proceed forward with all additional public outreach needed, and delegate authority to the Executive Director to take all necessary actions related to conducting that public outreach.

AGENDA ITEM H

Update Regarding March 24, 2015 County Board Agenda Items

At the March 24, 2015, Regular Meeting of the Los Angeles County Board of Supervisors, the following two items were on the agenda:

1. Site Access Agreements between County of Los Angeles and LA-RICS for construction, installation, operation and maintenance of up to eight (8) additional sites for the Public Safety Broadband Network (PSBN) and up to 23 sites for the Land Mobile Radio System (LMR System). This item requested delegated authority to the CEO or her designee to execute these Agreements. The item was amended (Enclosure 1) to read:
 - a. Send a letter to the Department of Commerce to request an extension of the BTOP grant;
 - b. County's (Washington,) DC Advocates to schedule meetings with members of Congress during County Boards' visit to Washington, DC;
 - c. Delay approval of item 18, with the exception of non-controversial sites until a response on the grant deadline is received, and stop construction at all Los Angeles County Fire stations;
 - d. Provide a report to the County Board in 2 weeks on the issue of co-location by commercial carriers and include recommendations;

Request to LA-RICS Authority to:

- a. Host regional community meetings with cities, residents and employees to discuss project;
 - b. Modify existing construction schedule to proceed with construction at sites without opposition;
 - c. Provide County Board with a report in 30-days on new and/or alternative revenue sources and models for back-up systems.
2. Set Matter for the County CEO to provide the County Board of Supervisors with an update on the LA-RICS System. The update included:
 - a. Status of construction;
 - b. Number of municipal departures and impact of those on the coverage footprint, interoperability, effectiveness and completeness of system;

AGENDA ITEM H

- c. Municipalities expressing concern with JPA and/or intent to withdraw from JPA;
- d. Consequences and impact of the municipal departures on the remaining members cost share.

Impact on Project

The motion/action taken by the Board of Supervisors on March 24, 2015, affects the LA-RICS project in the following manner:

PSBN/LTE

By stopping construction activity on 75 County Fire sites, the March 24th Board Action heavily impacted our aggressive construction schedule. The table below illustrates the impact of removal of 75 sites from scheduled activities.

Construction Schedule	April	May	June	July	Total
Originally Scheduled	30	26	27	31	114
Updated Schedule	17	19	24	17	77
Variance	13	7	3	14	37

There are ten (10) County of Los Angeles Fire sites that have completed infrastructure, however, LA-RICS' has cancelled power company scheduled installations and all other phase work at those sites, due to the County Board action.

In addition, there are 13 County of Los Angeles Fire sites that were in the process of construction that require safety remediation action. The contractor needs to secure equipment that had been placed at the sites and remediate any condition that would create an operational impact or safety concern. Please refer to Enclosure 2 for remediation action required by site.

LMR System

Some of the sites identified for early deployment on the LMR System were also impacted by the March 24th County Board action. We had identified 22 sites previously found statutorily exempt that would qualify for expedited environmental review by FEMA thus allowing for early construction and spending of the UASI 2011 and 2012 grants on construction. Removal of County Fire sites reduces number of sites to 11, limiting our ability to fully spend the 2011 and 2012 grants on site construction. If we are unable to return County Fire sites to the early deployment schedule, we will need to request

FEMA allow us to spend \$7,416,364 on non-construction activities such as planning and equipment.

NTIA and FirstNet

Following the March 24th County Board meeting the National Telecommunications and Information Administration (NTIA) held calls with the LA-RICS management team to assess project feasibility post County Board action. NTIA requested assessment of sites that could be constructed, what those sites represented in coverage/capacity, and when we anticipate the County Board's release of the County Fire sites for construction. They also questioned if the Board would require zero union, employee and resident opposition and will sites in rural/commercial areas be treated in the same manner as residential sites. We provided NTIA with the information from the above construction schedule and they instructed us to continue to seek information from the County Board. In parallel we have modified our outreach plan to align with the County Board requirements for possible release of County Fire sites. NTIA also requested the status on the Board's letter requesting extension on the performance period of the grant. NTIA informed us if they didn't receive the letter by early next week, they would respond to the Board Motion, denying a request for grant extension. NTIA did not instruct us to cease work on the PSBN project. FirstNet participated in these calls and they did not revoke our Spectrum Manager Lease Agreement. We will continue providing updates to NTIA and FirstNet.

Outreach

The Authority staff attended over 210 outreach meetings, spending over 12,000 hours on outreach work totaling over \$1.4 million dollars (Enclosure 3) over the last 2 years (post contract execution). Of those, 25 were with County Board offices, Chiefs of Staff, Brown Act public meetings, and field office meetings.

Next Steps

We will be providing your Board the draft outreach plan which will:

1. Address community meetings, notices to residents, notices to city managers, council members and employees of PSBN sites in addition to previously planned outreach meetings and informational sessions.
2. We will request the County Board to identify the outcome required to achieve release of County Fire sites in order to ascertain likelihood of project moving forward.

3. We will implement the outreach plan in parallel with this request for information from the County Board.

We will continue constructing sites at all other non-opposed sites in order to achieve a successful system by August 15, 2015. It should be noted that ceasing construction while we await County Board direction on County Fire sites would result in failure to complete the system within the grant performance period.

Respectfully submitted,



PATRICK J. MALLON
EXECUTIVE DIRECTOR

PJM:SOC:pl

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Enclosures

c: Counsel to the Authority

MOTION BY SUPERVISOR MICHAEL D. ANTONOVICH

MARCH 24, 2015

Amendment to Item #18:

The objective of the Los Angeles Regional Interoperable Communications System (LA-RICS), which is to build reliable communication systems dedicated to law enforcement, fire personnel, and secondary responders, is important and universally supported.

Equally important are outreach efforts to its current and former members, the impacted employees and residents who rightfully want greater transparency and inclusion in this project.

A number of questions and concerns have been expressed by Local 1014 as well as some of the residents which need to be answered and addressed, including any health risks associated with radio-frequency emissions and modeling, aesthetics of the towers and consideration of alternative sites.

The Long Term Evolution (LTE) system, currently slated for 177 antenna sites for data communications and the 71 Land Mobile Radio (LMR) system for voice communications cannot be completed successfully without adequate time, resources, and the support of those directly impacted by the construction project.

The LTE system, which is underway for construction now, has received \$154.6 million in federal funds under the Broadband Technology Opportunities Program (B-TOP) grant which expires on September 30, 2015. An extension of that deadline will alleviate the rush to completion and allow LA-RICS, along with the public safety leaders, time to bring greater transparency to the project without compromising the significant resources from the federal government.

MOTION

SOLIS _____

RIDLEY-THOMAS _____

KUEHL _____

KNABE _____

ANTONOVICH _____

I, THEREFORE, MOVE that the Board of Supervisors direct the Interim Chief Executive Officer to:

1. Send a 5-signature letter to the Secretary of the U.S. Department of Commerce and the County's Congressional Delegation to request an extension of the BTOP grant and/or seek potential funding alternatives to the BTOP grant;
2. Direct the County's Washington, DC advocates to work with the Administration and schedule meetings with members of Congress to address this important issue during the Board of Supervisor's annual visit to Washington, DC;
3. Delay approval of item 18 on today's agenda, with the exception of sites unopposed by residents and/or employees, until a response regarding the grant deadline is received and halt construction at all Los Angeles County fire stations;
4. Provide a report to the board in 2 weeks on the issue of co-location by commercial carriers and include recommendations;

I, FURTHER, MOVE that the Board of Supervisors request the Joint Powers Authority to:

1. Host regional community meetings, jointly with the Fire Chief and Sheriff, which include current and former member cities, impacted residents and employees to discuss the project with additional smaller meetings as necessary;
2. Modify the existing construction schedule to proceed with those construction sites which do not have opposition from residents or employees while holding outreach meetings in other areas; and,
3. Provide this Board with a report in 30 days on new and/or alternative revenue sources and models for back-up systems.

#

MDA: amg

03/25/15 LOS ANGELES COUNTY FIRE SITES CURRENTLY UNDER CONSTRUCTION REQUIRING "MAKE SAFE" COMPLETION

LTE Site Information - District 1										
Site ID	Facility Name	Address Line	City	State	Zip Code	Jurisdiction	County Supervisorial District	Parcel Ownership	Antenna Support Structure	Action Needed to site for "Make Safe" Completion
LACF061	FS 61	20011 La Puente Road	Walnut	CA	91789	City of Walnut	1	LA County	70' Monopole/Hose Tower	Cap foundation anchor studs. Retaining wall foundation in place with protruding rebar, recommended by Authority to complete the retaining wall. Excess soils need to be removed. Heavy equipment and building materials will need to be removed. The site needs to be final cleaned and remove portable toilet.
LACF090	FS 90	10115 E Rush St	South El Monte	CA	91733	South El Monte	1	LA County Consolidated Fire	70' Monopole/Hose Tower	Cap the tower foundation anchor studs and backfill and compact dirt area.

LTE Site Information - District 2										
Site ID	Facility Name	Address Line	City	State	Zip Code	Jurisdiction	County Supervisorial District	Parcel Ownership	Antenna Support Structure	Action Needed to site for "Make Safe" Completion
LACF038	FS 38	3907 W 54th St	Los Angeles	CA	90043	LA County	2	LA County Consolidated Fire	70' Monopole/Hose Tower	Cap foundation anchor studs, complete grounding ring and conduit install. Backfill, compact and pour concrete on grade. Heavy equipment and building materials will need to be removed. The site needs to be final cleaned and remove portable toilet.
LACF095	FS 95	137 W Redondo Beach Blvd	Gardena	CA	90248	LA County	2	LA County Consolidated Fire	70' Monopole/Hose Tower	Cap conduits for future. Complete final grade. Heavy equipment and building materials will need to be removed. The site needs to be final cleaned and remove portable toilet.

LTE Site Information - District 3										
Site ID	Facility Name	Address Line	City	State	Zip Code	Jurisdiction	County Supervisorial District	Parcel Ownership	Antenna Support Structure	Action Needed to site for "Make Safe" Completion
LACF065	FS 65	4204 N. Cornell Road	Agoura	CA	91301	LA County	3	LA County Consolidated Fire	70' Monopole/Hose Tower	Majority of construction is complete, however the planned handrail should be installed to mitigate fall incidents. Heavy equipment needs to be removed as well as portable toilet. Site should be final cleaned.

LTE Site Information - District 4										
Site ID	Facility Name	Address Line	City	State	Zip Code	Jurisdiction	County Supervisorial District	Parcel Ownership	Antenna Support Structure	Action Needed to site for "Make Safe" Completion
LACF023	FS 23	9548 E Flower St	Bellflower	CA	90706	City of Bellflower	4	LA County Consolidated Fire	70' Monopole/Hose Tower	Need to sleeve for conductors and capped conduit. Need to compact loose fill and pour equipment pads on grade. Heavy equipment needs to be removed as well as building materials. The site needs to be final cleaned and remove portable toilet.
LACF031	FS 31	7521 E Somerset Blvd	Paramount	CA	90723	Paramount	4	LA County Consolidated Fire	45' Monopole/Hose Tower	Cap foundation anchor studs, complete grounding ring and conduit install. Backfill, compact and pour concrete on grade. Heavy equipment and building materials will need to be removed. The site needs to be final cleaned and remove portable toilet.
LACF096	FS 96	10630 S Mills Ave	Whittier	CA	90604	LA County	4	LA County Consolidated Fire	70' Monopole/Hose Tower	Backfill dirt, compact and pour back concrete to grade. Heavy equipment and building materials will need to be removed. The site needs to be final cleaned and remove portable toilet.

LTE Site Information - District 5

Site ID	Facility Name	Address Line	City	State	Zip Code	Jurisdiction	County Supervisorial District	Parcel Ownership	Antenna Support Structure	Action Needed to site for "Make Safe" Completion
LACF044	FS 44	1105 S Highland Ave	Duarte	CA	91010	City of Duarte	5	LA County Consolidated Fire	70' Monopole/Pine	Cap foundation anchor studs, remove formwork for caisson foundation. Remove caisson spoils. Remove heavy equipment and building materials. The site needs to be final cleaned and remove portable toilet.
LACF078	FS 78	17021 W Elizabeth Lake Road	Lake Hughes	CA	93532	LA County	5	LA County	70' Monopole	Cap foundation anchor studs. Retaining wall foundation in place with protruding rebar, recommended by Authority to complete the retaining wall. Excess soils need to be removed. Heavy equipment and building materials will need to be removed. The site needs to be final cleaned and remove portable toilet.
LACF085	FS 85	650 E Gladstone St	Glendora	CA	91740	City of Glendora	5	LA County Consolidated Fire	70' Monopole/Hose Tower	Need to complete grounding, sleeve for conductors and cap conduits for future. Pour concrete to final grade. Remove dirt spoils. Heavy equipment needs to be removed as well as building materials. The site needs to be final cleaned and remove portable toilet.
LACF140	FS 140	8723 Elizabeth Lake Road	Leona Valley	CA	93550	LA County	5	LA County Consolidated Fire	70' Monopole	Cap foundation anchor studs, complete grounding ring and conduit install. Backfill, compact and pour concrete on grade. Heavy equipment and building materials will need to be removed. Authority recommends completing CMU retaining wall. The site needs to be final cleaned and remove portable toilet.
LACF141	FS 141	1124 W Puente Ave	San Dimas	CA	91773	San Dimas	5	LA County Consolidated Fire	70' Monopole/Hose Tower	Cap foundation anchor studs, complete grounding ring and conduit install. Backfill, compact and pour concrete on grade. Heavy equipment and building materials will need to be removed. Authority recommends completing CMU retaining wall. The site needs to be final cleaned and remove portable toilet.

LTE OUTREACH			
TELEVATE			HOURS
Doctor Bushberg	\$ 15,013.70	FY 14/15	25
Doctor Bushberg	\$ 13,906.25	FY 14/15	22
Televate Staff	\$ 77,137.04	FY 13/14	459
Televate Staff	\$ 196,317.87	FY 14/15	1169
Joe Ross	\$ 297,792.00	FY 13/14	1833
Joe Ross	\$ 141,192.00	FY 14/15	869
Total:	\$ 741,358.86	Total:	4376
Wendy Stallworth-Tait			HOURS
	\$ 41,800.26	FY 12/13	640
	\$ 155,135.77	FY 13/14	1920
	\$ 111,865.14	FY 14/15	1920
Total:	\$ 308,801.17	Total:	4480
Kirby Neese (Battalion Chief)			HOURS
Battalion Chief	\$ 1,966.23	FY 13/14	63
Battalion Chief	\$ 57,020.67	FY 14/15	1827
Total:	\$ 58,986.90	Total:	1890
Jacobs - KATZ			HOURS
Outreach Expenses	\$ 107,280.00	YTD	
Katz Staff	\$ 75,666.50	FY 13/14	388
Katz Staff	\$ 82,609.25	FY 14/15	424
Total:	\$ 265,555.75	Total:	812
Rick Polehonka			HOURS
	\$ 56,369.47	FY 13/14	342
	\$ 55,236.81	FY 14/15	335
Total:	\$ 111,606.28	Total:	676
Grand Total:	\$ 1,486,308.95	Grand Total:	12,235



**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

April 2, 2015

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

Dear Directors:

**AMENDMENT NO. 1 FOR
PROFESSIONAL SERVICES CONTRACT FOR AN EXECUTIVE DIRECTOR**

SUBJECT

Board approval is requested to authorize an amendment to the Professional Services contract with Patrick J. Mallon, dba O'Meallain Ltd. (O'Meallain) to extend the contract term by two (2) years. Amendment No. 1 will be substantially similar in form to the enclosed.

RECOMMENDED ACTION

It is recommended that your Board:

Approve Amendment No. 1 to the Professional Services contract with O'Meallain, substantially similar in form to Enclosure 1, which revises the Agreement to extend the current contract term to and including April 30, 2017.

BACKGROUND

On May 19, 2011, your Board approved the Professional Services contract with O'Meallain to operate as the Executive Director to the Authority.

On March 14, 2013, your Board approved the Professional Services contract with O'Meallain to continue serving as the Executive Director to the Authority.

AGENDA ITEM I

On August 15, 2013, your Board awarded a contract to Motorola Solutions Inc. (Motorola) for Work related to the design, construction, and implementation of a Land Mobile Radio (LMR) System for the Authority.

- On March 6, 2014, your Board awarded a contract to Motorola for Work related to the design, construction, implementation, operation, and maintenance of a Public Safety Broadband Network (PSBN) project (also known as the Long Term Evolution [LTE] project). As your Board is aware, the PSBN project schedule is very aggressive due to the pending Broadband Technology Opportunities Program (BTOP) grant spending deadline of September 30, 2015. Motorola is required to achieve final PSBN System Acceptance by August 15, 2015, based on a mutually agreed to Project Schedule.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to allow the Authority to maintain the Executive Director position during the development and implementation of all phases of the LMR and/or LTE contract. The Executive Director serves as the primary liaison for supporting interoperability between the Authority and agencies at the Federal, State, County, and City level.

O'Meallain has served in the Executive Director capacity to the Authority for almost four (4) consecutive years. The current contract term of the Professional Services contract is set to expire on April 30, 2015. A copy of the current contract is also enclosed (Enclosure 2).

FISCAL IMPACT/FINANCING

The annual not to exceed amount remains at \$210,600. Invoices will be reimbursed upon presentation of appropriate documentation. Invoices will be reimbursed upon presentation of appropriate documentation and will be fully funded by a combination of grant funds from BTOP and Urban Areas Security Initiative (UASI) Program.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has review the recommended action.

LA-RICS Board of Directors
April 2, 2015
Page 3

AGREEMENTS/CONTRACTING PROCESS

On behalf of the Authority, the Chair of the Board will have the authority to execute the enclosed amendment with O'Meallain, in accordance with the recommended action described in this letter.

Respectfully submitted,

AD HOC COMMITTEE

X:\1-Agendas & Minutes (JPA Board of Directors)\01-AGENDAS\2015 Agenda\04-02-15\Agenda Item I - Board Letter - O'Meallain Amendment 1 04022015.docx

Enclosures

c: Counsel to the Authority

AGENDA ITEM I

AMENDMENT NUMBER ONE

TO AGREEMENT FOR PROFESSIONAL SERVICES

This Amendment Number One (together with all exhibits, attachments, and schedules hereto, "Amendment No. 1") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and O'Meallain, Ltd. ("Consultant"), effective as of April _____, 2015, based on the following recitals:

RECITALS

WHEREAS, Authority and Consultant have entered into that certain Agreement for Professional Services to enable Consultant to perform the duties of an Executive Director to the Authority, dated as of May 1, 2013 (together with all exhibits, attachments, and schedules thereto, all as amended prior to the date hereof, the "Agreement").

WHEREAS, Authority and Consultant desire to amend the Agreement to extend the contract term by two (2) years.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 1, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Consultant hereby agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement. Unless otherwise noted, section references in this Amendment No. 1 refer to sections of the Agreement, as amended by this Amendment No. 1.
2. Amendments to Agreement.

Section 2 of the Agreement is deleted in its entirety and replaced with the following:

2.0 TERM.

This Agreement shall become effective on May 1, 2013, and shall continue to and including April 30, 2017, or until terminated as provided in Section 7 of this Agreement. As a condition of this Agreement, Consultant has completed a background investigation which is satisfactory to the County of Los Angeles Director of Personnel.

3. This Amendment No. 1 shall become effective as of the date identified in the recitals, which is the date upon which:
 - 3.1 An authorized agent of Contractor has executed this Amendment No. 1;

- 3.2 Counsel to the Authority has approved this Amendment No. 1 as to form;
- 3.3 The Board of Directors of the Authority has authorized the Chair of the Authority to execute this Amendment No. 1; and
- 3.4 The Executive Director of the Authority has executed this Amendment No. 1.
4. Except as expressly provided in this Amendment No. 1, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
5. Consultant and the person executing this Amendment No. 1 on behalf of Consultant represent and warrant that the person executing this Amendment No. 1 for Consultant is an authorized agent who has actual authority to bind Consultant to each and every term and condition of this Amendment No. 1, and that all requirements of Consultant to provide such actual authority have been fulfilled.
6. This Amendment No. 1 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

* * *

AMENDMENT NUMBER ONE

**TO AGREEMENT FOR
PROFESSIONAL SERVICES**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

CONSULTANT

By: _____

Sachi Hamai
Chair, Authority Board of Directors

By: _____

Patrick J. Mallon, dba
O'Meallain, Ltd.

APPROVED AS TO FORM FOR THE LOS
ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM
AUTHORITY:

MARK J. SALADINO
County Counsel

By: _____

Truc L. Moore
Senior Deputy County Counsel



Agreement between

**The Los Angeles Regional
Interoperable
Communications System
Authority**

and

**Patrick J. Mallon, dba
O'Meallain, Ltd.,
a California Corporation**

May 1, 2013

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PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of May 1, 2013 ("Effective Date"), at Los Angeles, California, by and between the Los Angeles Regional Interoperable Communication System Authority, a California Joint Powers Authority (hereafter "Authority") and O'Meallain, Ltd. (hereafter "Consultant"), with a principal place of business in Azusa, California.

WHEREAS, the Authority requires the services of an Executive Director;
and

WHEREAS, Consultant is well qualified to perform such services; and

WHEREAS, the parties desire to clarify their respective rights and obligations with regard to compensation, termination benefits, and other terms and conditions;

NOW, THEREFORE, the parties hereto agree as follows:

1.0 INTERPRETATION

This base document, along with Exhibit A, collectively form, and are referred to throughout and hereinafter as, the "Agreement." In reading and interpreting this Agreement, this base document and Exhibit A (Statement of Work), shall be given equal precedence.

2.0 TERM.

This Agreement shall become effective on May 1, 2013, and shall continue for a period of two years thereafter or until terminated as provided in Section 7 of this Agreement. As a condition of this Agreement, Consultant has completed a background investigation which is satisfactory to the County of Los Angeles Director of Personnel.

3.0 DESCRIPTION OF SERVICES.

Consultant shall perform all of the duties of an Executive Director provided by law, and such additional duties as may be assigned by the Authority.

4.0 COMPENSATION.

Consultant shall be compensated at a billed hourly rate of \$105.30 per hour, for a total amount not to exceed Two Hundred Ten Thousand Six Hundred Dollars (\$210,600.00) per year for two (2) years. The yearly not to exceed amount may be increased pursuant to an amendment subject to the prior approval of the Authority's Board of Directors. The contract hourly rate may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase to Contractor shall not exceed the general salary movement granted to County of Los Angeles employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors for the County of Los Angeles from approving any increase in County employee salaries, no cost of living adjustments will be granted to Contractor.

4.2 Consultant shall be reimbursed for any reasonable travel and out of pocket expenses necessarily and actually incurred by Consultant in connection with the services performed under this Agreement, provided that such expenses are approved in writing by the Chair of the Authority. Such costs shall be billed directly on a monthly basis in the month that they are incurred and shall not be billed separate from the monthly hourly invoice. Reimbursement of travel costs shall not be included in calculation of the annual not to exceed amount. Travel costs are defined as travel: (air, rail or mileage for use of personal automobile), ground transportation,

lodging, meals, car rental, parking and toll fees and incidentals. Consultant shall furnish receipts, statement or other supporting documentation for authorized expenses upon the request of the Authority, and in compliance with the LA-RICS Travel Policy.

4.3 Consultant shall submit invoices on a monthly basis for work performed under this Agreement. Those invoices shall be paid within thirty (30) days of Authority's receipt of invoice.

5.0 AGREEMENT TO WAIVE RIGHTS TO BENEFITS.

This is an at-will, independent contractor agreement for personnel services. As such, Consultant hereby waives and foregoes the right, if any, to receive any benefits which may be given by the Authority to its employees, including, but not limited to, health benefits, vacation and sick leave benefits, profit sharing plans, such as 401(k) plans. This waiver is applicable to all non-salary benefits which might otherwise be found to accrue to the Consultant by virtue of its services to the Authority, and is effective for the entire duration of this Agreement.

6.0 CONFLICT OF INTEREST.

In addition to complying with all statutory financial disclosure and conflict of interest obligations, Consultant shall not accept employment or income or otherwise obtain a financial interest in, and shall not be financially compensated in any way to endorse or promote the products or services of, any business or vendor which contracts with the Authority.

7.0 TERMINATION.

The Authority may cancel this Agreement at any time without cause upon thirty (30) days written notice to Contractor. Contractor may cancel this Agreement at any time without cause upon one-hundred and twenty (120) days written notice to the Authority. Upon termination, the Consultant's duties and authority under this Agreement shall cease.

8.0 NOTICE CONCERNING WITHHOLDING OF TAXES.

Consultant recognizes and understands that it will receive an IRS 1099 statement and related tax statements, and will be required to report this income on its corporate tax return and to pay taxes in accordance with all provisions of applicable Federal and State law. Consultant hereby promises and agrees to indemnify the Authority for any damages or expenses, including attorney's fees, and legal expenses, incurred by the Authority as a result of Consultant's failure to make such required payments.

9.0 TASKS, DUTIES, AND SCOPE OF WORK.

9.1 Consultant agrees to devote as much time, attention, and energy as necessary to professionally perform the services set forth on Exhibit A (Statement of Work).

9.2 Consultant shall additionally perform any and all tasks and duties associated with Exhibit A (Statement of Work) including, but not limited to, work already being performed or related change orders. Consultant shall not be entitled to engage in any activities in connection with the Authority which are not expressly set forth in this Agreement.

9.3 The books and records related to Exhibit A (Statement of Work) shall be maintained by the Consultant at the Consultant's principal place of business and open to inspection by the Authority during regular working hours. Documents to which the Authority will be entitled to inspect include, but are not limited to, any and all contract documents, change orders and work authorized by Consultant or the Authority on existing or potential projects related to this Agreement.

9.4 Consultant shall be responsible to the Chair and directors of the Authority, but Consultant will not be required to follow or establish a regular or daily work schedule. Consultant shall supply all necessary equipment,

materials and supplies. Consultant may use but will not rely on the equipment or offices of the Authority for completion of tasks and duties set forth pursuant to this Agreement. Any advice given by the Authority to Consultant regarding Exhibit A (Statement of Work) shall be considered a suggestion only, not an instruction. The Authority retains the right to inspect, stop, or alter the work of Consultant to assure its conformity with this Agreement.

9.5 Consultant warrants and represents that he has complied with all Federal, State, and local laws regarding business permits, sales permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said business and the services which are to be performed as an independent contractor pursuant to this Agreement.

10.0 NON-DISCLOSURE OF PROPRIETARY INFORMATION.

Consultant agrees not to disclose or communicate, in any manner, either during or after the term of this Agreement, proprietary information about the Authority, and its operations. Consultant acknowledges that such proprietary information is material and confidential and that it affects the operations of the Authority. Consultant understands that any breach of this provision, or that of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement. To the extent Consultant feels they need to disclose confidential information, they may do so only after obtaining written authorization from the Authority.

11.0 EXPENSE ACCOUNTS.

Consultant and the Authority agree to maintain separate accounts in regards to all expenses related to performing the services set forth on Exhibit A (Statement of Work). Consultant is solely responsible for payment of expenses incurred pursuant to this Agreement unless provided otherwise in writing by the Authority. Consultant agrees to execute and deliver any agreements and documents prepared by the Authority and to

do all other lawful acts required to establish document and protect such rights.

12.0 WORKS FOR HIRE.

Consultant agrees that the work set forth on Exhibit A (Statement of Work), and all tasks, duties, results, inventions and intellectual property developed or performed pursuant to this Agreement are considered “works for hire” and that the results of said work is by virtue of this Agreement assigned to the Authority and shall be the sole property of the Authority for all purposes, including, but not limited to, copyright, trademark, service mark, patent, and trade secret laws.

13.0 LEGAL COMPLIANCE.

Consultant is encouraged to treat any Authority employees, customers, clients, business partners and other affiliates with respect and responsibility. Consultant is required to comply with all laws, ethical codes and company policies, procedures, rules or regulations, including those forbidding sexual harassment, discrimination, and unfair business practices.

14.0 LICENSING AND INSURANCE.

Consultant agrees to immediately supply the Authority with proof of any licensing status required to perform the works set forth on Exhibit A (Statement of Work) pursuant to this Agreement, Workers’ Compensation Coverage where required by law and General Liability Insurance, upon request of the Authority.

15.0 NOTICES.

Any notice to be given hereunder by any party to the other may be affected either by personal delivery in writing, or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses below, but each party

may change their address by written notice in accordance with this paragraph:

To Authority:

Truc L. Moore
Amanda M.L. Drukker
Senior Deputy County Counsels
County of Los Angeles
648 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, CA 90012-2713
(213) 974-8450 (telephone)
(213) 633-1915 (facsimile)

To Consultant:

O'Meallain Ltd.
Attention: Patrick J. Mallon
11 Turning Leaf Way
Azusa, CA 91702
(626) 334-6058 (telephone)
(626) 334-6163 (facsimile)

Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing. Consultant agrees to keep the Authority current as to its business and mailing addresses, as well as telephone number and e-mail address.

16.0 INDEMNIFICATION AND INSURANCE.

16.1 Consultant shall indemnify, defend and hold harmless the Authority 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 Consultant's acts and/or omissions arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the Authority.

16.2 Pursuant to the requirements of Section 6148 of the California Business & Professions Code, Consultant hereby warrants and represents that he presently maintains Errors & Omissions Insurance Coverage from a third-party insurer or insurance underwriter.

16.3 Consultant shall name the Authority as an additional insured on all related insurance policies including workers compensation and general liability.

16.4 Consultant shall maintain the following insurance coverage requirements:

16.4.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the Authority and its Agents as an additional insured, with limits of not less than:

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

16.4.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Consultant's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

16.4.3 Professional Liability/Errors and Omissions Insurance covering Consultant's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Consultant understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

17.0 CONTAINMENT OF ENTIRE AGREEMENT.

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto, except for any separately signed confidentiality, trade secret, non-compete or non-disclosure agreements to the extent that these terms are not in conflict with those set forth herein.

Upon the Effective Date of this Agreement, the May 23, 2011 Agreement between the Los Angeles Regional Interoperable Communications System Authority and Patrick J. Mallon, dba O'Meallain, Ltd, a California Corporation, shall terminate.

18.0 REPRESENTATION.

Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all parties hereto.

19.0 PARTIAL INVALIDITY.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or void, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

20.0 GOVERNING LAW AND JURISDICTION.

This Agreement shall be governed by, and construed under, the laws of the State of California. Jurisdiction and venue for all purposes shall be in the County of Los Angeles, State of California.

IN WITNESS WHEREOF, the Board of Directors of the Authority has caused this Agreement to be subscribed on its behalf by its Chair, and Consultant has signed this Agreement, which shall have the Effective Date of the day, month and year first written above.

LOS ANGELES REGIONAL
INTEROPERABLE
COMMUNICATIONS SYSTEM
AUTHORITY

CONSULTANT



William T. Fujioka
Chair, Authority Board of Directors



Patrick J. Mallon, dba
O'Meallain, Ltd.

APPROVAL AS TO FORM:

JOHN F. KRATTLI
County Counsel



By: _____
Deputy

STATEMENT OF WORK

The LA-RICS Executive Director is responsible for the development, coordination, integration, and continued maintenance of a regional public safety interoperable communications network. This position reports to the Joint Powers Authority Board of Directors and serves as the primary liaison for supporting interoperability between the Authority, state, federal, county and city agencies. The Executive Director independently serves as the highest level of technical and administrative review of the LA-RICS project and is responsible for the overall management of this program. Responsibilities consist of the following:

1. Direct the preparation and implementation of the LA-RICS long-range project plan to include system engineering and design, system build-out, acceptance testing, migration, and user training; monitor and evaluate accomplishments of plan objectives; and periodically update the plan.
2. Provide overall leadership and direction while managing the development and implementation of all phases of the LA-RICS project, including vendor selection, contract negotiation, project development, site development, construction and ongoing operations.
3. Oversee group managers from participating agencies tasked with various technical, operational, and administrative responsibilities.
4. Implement goals and objectives established by the Board of Directors in coordination with law enforcement, fire, and emergency medical communications needs.
5. Ensure that the Board and stakeholders are well informed of the progress and issues relating to LA-RICS; provide monthly reports to the Board regarding status of the project and accomplishments.

6. Ensure that all stakeholder needs are identified and properly addressed.
7. Provide support for meetings of the Board of Directors.
8. Negotiate and recommend approval of all contracts necessary for the operation of the Authority.
9. Serve as primary liaison with affected local, state, and federal agencies necessary for the successful implementation of LA-RICS; promote the interchange of information and data to achieve maximum system compatibility.
10. Develop strategic plans in collaboration with various agencies and community stakeholders that facilitate the implementation of the LA-RICS project.
11. Undertake ad hoc assignments from the Board as required.



**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

April 2, 2015

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

Dear Directors:

**APPROVE AMENDMENT NO. 10 FOR AGREEMENT NO. LA-RICS 008 FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
PUBLIC SAFETY BROADBAND NETWORK**

SUBJECT

Board approval is requested to authorize the Executive Director to execute an amendment to Agreement No. LA-RICS 008 Los Angeles Regional Interoperable Communications Systems (LA-RICS) – Public Safety Broadband Network (PSBN) to revise the Agreement to reflect (a) the replacement of undisguised antenna support structures with various types of antenna support structures at fifty-one (51) PSBN Sites and all of the Work and equipment affected by these replacements; (b) allow the Authority to perform Phase 1 Work, a site design visit and preliminary survey walks, for one (1) potential PSBN Site; and (c) make certain other changes to Agreement No. LA-RICS 008. If Amendment No. 10 is approved, the total Maximum Contract Sum will be reduced from \$158,930,274 to \$157,216,463. Amendment No. 10 will be substantially similar in form to the enclosed.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Approve Amendment No. 10 to Agreement No. LA-RICS 008 for the PSBN with Motorola Solutions, Inc. (Motorola), substantially similar in form to Enclosure 1, which revises the Agreement as follows:

AGENDA ITEM J

- a. Replace undisguised antenna support structures with various types of antenna support structures at fifty-one (51) PSBN Sites; and
 - b. Include Phase 1 Work, site design visit and preliminary survey walks, for one (1) potential PSBN System Site.
2. Delegate Authority to the Executive Director to execute Amendment No. 10, in substantially similar form to the enclosed Amendment.

BACKGROUND

On March 6, 2014, your Board awarded Agreement No. LA-RICS 008 for LA-RICS PSBN System to Motorola to provide Long Term Evolution (LTE) broadband technology to approximately 34,000 first responder and 17,000 secondary responder personnel to the greater Los Angeles region.

Additionally, on March 6, 2014, your Board authorized Amendment No. 1 to allow for all Work in Phase 1 to begin. Phase 1 included the development of final design documents for the PSBN, which included the PSBN configurations for all hardware, software, and physical and network infrastructure included in the PSBN. Phase 1 also included the development of detailed architectural-engineering Site Design Documents for the future proposed Site Improvements for each PSBN Site, and the packaging of Site documents for permitting purposes.

On May 28, 2014, your Board adopted a Funding Plan. The adoption of a Funding Plan granted your Board the authority to proceed to Phase 2, Site Construction and Site Modifications.

On June 6, 2014, your Board approved Amendment No. 3 to allow Motorola to begin all Work in Phase 2 and Phase 3, subject to National Environmental Policy Act (NEPA) and other Federal approvals. Under Phase 2, Motorola shall construct the Site Improvements for all or such portion of the PSBN Sites as authorized by the Authority to ensure completion and delivery of all Work. Under Phase 3, Motorola shall supply, fabricate, stage, provision, and if necessary, store all or such portion of the PSBN Hardware and PSBN Software.

On July 10, 2014, your Board authorized Amendment No. 4 to allow Motorola to begin Work in Phase 2 and Phase 3 for Additive Alternate No. 1, Home Subscriber Server (HSS) and Additive Alternate No. 2, Redundant Evolved Packet Core (EPC).

On September 17, 2014, your Board authorized Amendment No. 5 to allow Motorola to begin all Work pertaining to Phase 4, PSBN Implementation, including Phase 4 Work for Additive Alternate No. 1 (Home Subscriber Server) and Additive Alternate No. 2 (Redundant Evolved Packet Core).

On October 2, 2014, your Board authorized Amendment No. 6 to remove three (3) PSBN Sites and replace undisguised antenna support structures to disguised antenna support structures at 32 PSBN Sites, all of which increased the Maximum Contract Sum by \$2,613,300, from \$175,583,275 to \$178,196,575.

On December 31, 2014, under delegated Authority, the Executive Director executed Amendment No. 7 to (a) replace undisguised antenna support structures with various types of antenna support structures at eight (8) PSBN Sites and all of the Work and equipment affected by these replacements; (b) reconciled hose tower designs at twenty-eight (28) PSBN Sites for Phase 2, and (c) made certain other changes to Agreement No. LA-RICS 008. Amendment No. 7 did not impact the Maximum Contract Sum.

On February 5, 2015, your Board authorized Amendment No. 8 to (a) remove thirty-six (36) PSBN Sites and all the Work and equipment associated with the removal of these sites; (b) add six (6) PSBN Sites and all the Work and equipment associated with the addition of these sites and exercised the Unilateral Options for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) for those six (6) PSBN Sites; (c) reconcile hose tower installation and associated foundation costs for twenty-eight (28) sites; (d) reduce the Maximum Contract Sum by \$11,941,896 from \$178,196,575 to \$166,254,679; and (d) to make other certain changes.

On March 5, 2015, your Board authorized Amendment No. 9 to (a) remove twenty-four (24) PSBN Sites and all the Work and equipment associated with the removal of these sites; (b) add six (6) PSBN Sites and all the Work and equipment associated with the addition of these sites and exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) for those six (6) PSBN Sites; (c) allow the Authority to proceed with Phase 1 Work, site design visit, for one (1) potential PSBN Site; reduce the Maximum Contract Sum by \$7,324,405 from \$166,254,679 to \$158,930,274; and (d) to make certain other changes.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize the Executive Director, on behalf of the Authority, to authorize Motorola, to make the changes necessary to reflect the replacement of undisguised antenna support structures with various types of antenna support structures at fifty-one (51) PSBN Sites and all of the Work and equipment affected by these replacements.

As a result of outreach efforts with member agencies, it became apparent that all the sites identified in the table below, unless otherwise specified, could not accommodate a

70-foot undisguised monopole in the PSBN design. The Authority has since performed antenna support structure analyses of PSBN Sites that are with member agencies with executed Site Access Agreements with the Authority.

The fifty-one (51) PSBN Sites requiring replacements in the antenna support structure types are as follows:

	Site ID	Facility Name	Organization	New Antenna Support Structure
1	ARCPD01	Arcadia PD	City of Arcadia Police Department	70' Monopole (Painted)
2	AZPD001	Azusa PD	City of Azusa Police Department	70' Monopole/Palm
3	BHR	Beverly Hills Rexford Drive	City of Beverly Hills	Roof Mounted
4	BURPD01	Burbank PD	City of Burbank Police Department	Roof Mounted
5	ELMNTPD	El Monte PD	El Monte Police Department	70' Monopole/Pine
6	FS5	FS 5	City of Long Beach Fire Department	Use Existing Antenna Support Structure
7	GARD001	Gardena	City of Gardena	Use Existing Antenna Support Structure
8	LACF021	FS 21	LA County Fire Department	70' Monopole/Hose Tower
9	LACF031	FS 31	LA County Fire Department	45' Monopole/Hose Tower
10	LACF056	FS 56	LA County Fire Department	70' Monopole/Hose Tower
11	LACF065	FS 65	LA County Fire Department	70' Monopole/Hose Tower (Painted)
12	LACF069	FS 69	LA County Fire Department	70' Monopole/Hose Tower (Painted)
13	LACF071	FS 71	LA County Fire Department	28' Monopole/Flagpole
14	LACF072	FS 72	LA County Fire Department	70' Monopole (Painted)
15	LACF095	FS 95	LA County Fire Department	70' Monopole/Hose Tower
16	LACF099*	FS 99	LA County Fire Department	28' Monopole/Flagpole
17	LACF106	FS 106	LA County Fire Department	70' Monopole/Flagpole
18	LACF118	FS 118	LA County Fire Department	70' Monopole/Flagpole

	Site ID	Facility Name	Organization	New Antenna Support Structure
19	LACF149	FS 149	LA County Fire Department	70' Monopole/Hose Tower
20	LACF171	FS 171	LA County Fire Department	Roof Mounted
21	LACF173	FS 173	LA County Fire Department	Roof Mounted
22	LACF192	FS 192	LA County Fire Department	70' Monopole/Pine
23	LACFCP02	CP 2	LA County Fire Department	50' Monopole
24	LAFD066	FS 066	City of Los Angeles Fire Department	70' Monopole/Hose Tower
25	LAFD074	FS 074	City of Los Angeles Fire Department	Use Existing Antenna Support Structure
26	LAFD081 (Valley Traffic Div)	FS 081	City of Los Angeles Fire Department	Use Existing Antenna Support Structure
27	LAFD094	FS 094	City of Los Angeles Fire Department	70' Monopole/Pine
28	LAFD095	FS 095	City of Los Angeles Fire Department	70' Monopole/Palm
29	LAN	Lancaster Station	LA County Sheriff's Department	Use Existing Antenna Support Structure
30	LAPD077	77th Street Area Complex	City of Los Angeles Police Department	Roof Mounted
31	LAPDFTH	Foothill Area Station	City of Los Angeles Police Department	Use Existing Antenna Support Structure
32	LAPDHLB	Hollenbeck Area Station	City of Los Angeles Police Department	Use Existing Antenna Support Structure
33	LAPDHWD	Hollywood Area Station	City of Los Angeles Police Department	Add Parking Light
34	LAPDMIS	Mission Area Station	City of Los Angeles Police Department	Use Existing Antenna Support Structure
35	LAPDNED	Northeast Area Station	City of Los Angeles Police Department	Use Existing Antenna Support Structure
36	LAPDOLY	Olympic Area Station	City of Los Angeles Police Department	Use Existing Antenna Support Structure
37	LAPDRAM	Rampart Area Station	City of Los Angeles Police Department	Use Existing Antenna Support Structure
38	LAPDTOP	Topanga Area Station	City of Los Angeles Police Department	Use Existing Antenna Support Structure
39	LAPDVNS	Van Nuys Area Station	City of Los Angeles Police Department	Roof Mounted
40	LAPDWLA	West Los Angeles Area Station	City of Los Angeles Police Department	Use Existing Antenna Support Structure

	Site ID	Facility Name	Organization	New Antenna Support Structure
41	LAPDWVD	West Valley Area Station	City of Los Angeles Police Department	Use Existing Antenna Support Structure
42	LASDCVS	Crescenta Valley Station	LA County Sheriff's Department	45' Monopole (Painted)
43	LASDIDT	Industry Station	LA County Sheriff's Department	70' Monopole/Flagpole
44	LASDPRV	Pico Rivera Station	LA County Sheriff's Department	70' Monopole/Palm
45	LASDSDM	San Dimas Station	LA County Sheriff's Department	Use Existing Antenna Support Structure
46	MOR	Mount Olivet Reservoir	City of Santa Monica	Use Existing Antenna Support Structure
47	MTW	Mount Washington	City of Los Angeles Police Department	Use Existing Antenna Support Structure which needs to be increased by 40' in height
48	PASA001	Pasadena Goodrich	City of Pasadena	Use Existing Antenna Support Structure
49	PHN	Puente Hills	LA County Internal Services Department	Use Existing Antenna Support Structure
50	PLM	Palmdale Station	LA County Sheriff's Department	Use Existing Antenna Support Structure
51	SVP	San Vicente Peak	City of Los Angeles Police Department	36' Monopole

**Originally contemplated in Agreement No. LA-RICS 008 as a 28' Monopole.*

The cost of replacing the disguised antenna support structures to various types of antenna support structures is \$1,713,811. As a result of these changes in Amendment No. 10, the total Maximum Contract Sum will be reduced from \$158,930,274 to \$157,216,463 as a result of the recommended actions. The recommended actions will also authorize the Executive Director to authorize Motorola to perform Phase 1 Work, site design walk and preliminary survey walks, for one (1) potential PSBN System Site.

ENVIRONMENTAL DOCUMENTATION

On March 6, 2014, the Board determined that design, construction, implementation, operation, and maintenance of the PSBN project (also known as the LTE Project) collectively and individually at the 229 sites where PSBN infrastructure will be constructed, installed, operated and maintained, 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 this Amendment No. 10 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 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.

FISCAL IMPACT/FINANCING

The work to be performed under Amendment No. 10 is fully reimbursable under the BTOP grant awarded by the Department of Commerce's National Telecommunications and Information Administration, with the exception of the match requirement.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions.

AGREEMENTS/CONTRACTING PROCESS

Upon the Board's approval of the recommended action, on behalf of the Authority, the Executive Director will have authority to execute a contract amendment with Motorola, substantially similar in form to the enclosed.

Respectfully submitted,



PATRICK J. MALLON
EXECUTIVE DIRECTOR

PJM:MS:pl

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Enclosure

c: Counsel to the Authority

AMENDMENT NUMBER TEN
TO AGREEMENT NO. LA-RICS 008
FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM –
PUBLIC SAFETY BROADBAND NETWORK

Recitals

This Amendment Number Ten (together with all exhibits, attachments, and schedules hereto, "Amendment No. 10") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of April _____, 2015, based on the following recitals:

Authority and Contractor have entered into that certain Agreement No. LA-RICS 008 for Los Angeles Regional Interoperable Communications System ("LA-RICS") – Public Safety Broadband Network (PSBN), dated as of March 6, 2014 (together with all exhibits, attachments, and schedules thereto, all as amended prior to the date hereof, the "Agreement").

The Agreement has been previously amended by Amendment Number One, effective as of March 6, 2014, to exercise the Unilateral Option for all Work pertaining to Phase 1.

The Agreement has been previously amended by Amendment Number Two, effective April 7, 2014, to (a) make changes necessary to reflect the Authority's exercise of the Unilateral Option for all Work pertaining to Phase 1 for Additive Alternate No. 1, System Design Work for the Home Subscriber Server ("HSS"), and all Work pertaining to Phase 1 for Additive Alternate No. 2, System Design Work for the Redundant Evolved Packet Core ("EPC"), and (b) to make other changes as reflected in Amendment No. 2.

The Agreement has been previously amended by Amendment Number Three, effective June 20, 2014, to exercise the Unilateral Option for all Work pertaining to Phase 2, Site Construction and Site Modification, and Phase 3, Supply PSBN Components.

The Agreement has been previously amended by Amendment Number Four, effective July 16, 2014, to exercise the Unilateral Option for all Work pertaining to (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for the HSS, (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components Work for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification Work for the Redundant EPC, and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components Work for the Redundant EPC.

The Agreement has been previously amended by Amendment Number Five, effective September 24, 2014, to exercise the Unilateral Option for all Work pertaining to Phase 4, PSBN Implementation, including Phase 4 Work for Additive Alternate 1 (Home Subscriber Server) and Additive Alternate 2 (Redundant Evolved Packet Core), to install, optimize, test, commission, and deploy all or such portion of the PSBN as authorized by the Authority via notices to proceed, and to make other certain changes as reflected in Amendment No. 5.

The Agreement has been previously amended by Amendment Number Six, effective October 3, 2014, to (a) make changes necessary to reflect the removal of three (3) PSBN Sites and all the Work and equipment associated with these PSBN Sites; (b) to make the changes necessary to reflect the replacement of undisguised antenna support structures to disguised antenna support structures at 32 PSBN Sites and all of the Work and equipment affected by these replacements; (c) to make other certain changes; and (d) to increase the Maximum Contract Sum by \$2,613,300 from \$175,583,275 to \$178,196,575.

The Agreement has been previously amended by Amendment Number Seven, effective December 31, 2014, to (a) make changes necessary to reflect the replacement of undisguised antenna support structures with various types of antenna support structures at eight PSBN Sites and all of the Work and equipment affected by these replacements; (b) reconcile hose tower designs for 28 sites in Phase 2; and (c) to make other certain changes as reflected in Amendment No. 7.

The Agreement has been previously amended by Amendment Number Eight, effective February 13, 2015, to (a) make changes necessary to reflect the removal of thirty-six (36) PSBN Sites and all the Work and equipment associated with the removal of these sites (b) make changes necessary to reflect the addition of six (6) PSBN Sites and all the Work and equipment associated with the addition of these sites and exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) for these six (6) PSBN Sites; (c) reconcile hose tower installation and associated foundation costs for twenty-eight (28) PSBN Sites in Phase 2; (d) to reduce the Maximum Contract Sum by \$11,941,896 from \$178,196,575 to \$166,254,679; and (d) to make other certain changes reflected in Amendment No. 8.

The Agreement has been previously amended by Amendment Number Nine, effective March 23, 2015, to (a) make changes necessary to reflect the removal of twenty-four (24) PSBN Sites and all the Work and equipment associated with the removal of these sites; (b) make changes necessary to reflect the addition of six (6) PSBN Sites and all the Work and equipment associated with the addition of these sites and exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) for these six (6) PSBN Sites; (c) make changes necessary to reflect Phase 1 Work, site design visit for one (1) potential PSBN System Site; (d) to reduce the Maximum Contract Sum by \$7,324,405 from

\$166,254,679 to \$158,930,274; and (e) to make certain other changes reflected in Amendment No. 9.

Authority and Contractor desire to further amend the Agreement to (a) make changes necessary to reflect the replacement of undisguised antenna support structures with various types of antenna support structures at fifty-one (51) PSBN Sites and all of the Work and equipment affected by these replacements; (b) make changes necessary to reflect Phase 1 Work, site design visit and preliminary survey walks, for one (1) potential PSBN System Site; (c) to reduce the Maximum Contract Sum by \$1,713,811 from \$158,930,274 to \$157,216,463; and (d) to make certain other changes.

This Amendment No. 10 is authorized under Section 2 (Changes to Agreement) of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 10, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Contractor hereby agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Base Document. Unless otherwise noted, section references in this Amendment No. 10 refer to sections of the Base Document, as amended by this Amendment No. 10.
2. Amendment to Base Document.
 - 2.1 Section 8.1.1 of the Base Document is deleted in its entirety and replaced with the following:
 - 8.1.1. The "Maximum Contract Sum" under this Agreement is One Hundred Fifty-Seven Million, Two Hundred and Sixteen Thousand, and Four Hundred and Sixty-Three Dollars (\$157,216,463) which includes the Contract Sum and all Unilateral Option Sums, as set forth on in Exhibit C (Schedule of Payments).
 - 2.2 Section 24.4.1 of the Base Document is deleted in its entirety and replaced with the following:
 - 24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than Two Hundred and Three Million, One Hundred and Forty-Four Thousand, Six Hundred and Seventy Dollars (\$203,154,670). Notwithstanding the foregoing,

Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

3. Amendments to Agreement Exhibits.

- 3.1 Exhibit C.1 (PSBN System Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (PSBN System Payment Summary) to Exhibit C (Schedule of Payments) attached to this Amendment No. 10, which is incorporated by this reference.
- 3.2 Exhibit C.2 (Phase 1 – System Design) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.2 (Phase 1 – System Design) to Exhibit C (Schedule of Payments) attached to this Amendment No. 10, which is incorporated by this reference.
- 3.3 Exhibit C.3 (Phase 2 – Site Construction and Site Modification) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.3 (Phase 2 – Site Construction and Site Modification) to Exhibit C (Schedule of Payments) attached to this Amendment No. 10, which is incorporated by this reference.
- 3.4 Exhibit C.5 (Phase 4 – PSBN Implementation) to Exhibit C (Schedule of Prices) is deleted in its entirety and replaced with Exhibit C.5 (Phase 4 – PSBN Implementation) to Exhibit C (Schedule of Payments) attached to this Amendment No. 10, which is incorporated by this reference.
- 3.5 Certain sections contained in Exhibit C.10 (Contractor's Response to Appendix H (Pricing Requirements – Scored) to RFP No. LA-RICS 008) to Exhibit C (Schedule of Payments) are deleted in their entirety and replaced with certain sections of Exhibit C.10 (Contractor's Response to Appendix H (Pricing Requirements – Scored) to RFP No. LA-RICS 008) to Exhibit C (Schedule of Payments) attached to this Amendment No. 10, which is incorporated by this reference.
- 3.6 Attachment 1 (PSBN Site List) to Exhibit J (Confidential Supplement) is deleted in its entirety and replaced with Attachment 1 (PSBN Site List), to Exhibit J (Confidential Supplement), dated April 2015, which is incorporated by this reference.
- 3.7 Attachment 2 (Construction Management Requirements), in particular the PSBN Construction Management Requirements by Project Location, to Exhibit J (Confidential Supplement) is deleted in its entirety and replaced with PSBN Construction Management Requirements by Project Location, dated April 2015, to Exhibit J (Confidential Supplement), dated April 2015, which is incorporated by this reference.

4. This Amendment No. 10 shall become effective as of the date identified in the recitals, which is the date upon which:
 - 4.1 An authorized agent of Contractor has executed this Amendment No. 10;
 - 4.2 Los Angeles County Counsel has approved this Amendment No. 10 as to form;
 - 4.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority to execute this Amendment No. 10; and
 - 4.4 The Executive Director of the Authority has executed this Amendment No. 10.
5. Except as expressly provided in this Amendment No. 10, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
6. Contractor and the person executing this Amendment No. 10 on behalf of Contractor represent and warrant that the person executing this Amendment No. 10 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 10, and that all requirements of Contractor to provide such actual authority have been fulfilled.
7. This Amendment No. 10 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

* * *

AMENDMENT NUMBER TEN
TO AGREEMENT NO. LA-RICS 008
FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM –
PUBLIC SAFETY BROADBAND SYSTEM

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 10 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

MOTOROLA SOLUTIONS, INC.

By: _____

Patrick J. Mallon
Executive Director

By: _____

Jim Hardimon
Project Director

APPROVED AS TO FORM FOR THE LOS
ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM
AUTHORITY:

MARK J. SALADINO
County Counsel

By: _____

Truc L. Moore
Senior Deputy County Counsel

SCHEDULE OF PAYMENTS

EXHIBIT C.1 - PSBN PAYMENT SUMMARY

Description	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Less 10% Holdback Amount
Phase 1 - System Design	\$ -	\$ 14,976,521	\$ 1,495,711	\$ 13,480,810
Phase 2 - Site Construction and Site Modification	\$ -	\$ 38,135,826	\$ 3,813,577	\$ 34,322,249
Phase 3 - Supply PSBN Components	\$ -	\$ 39,180,167	\$ 3,896,608	\$ 35,283,559
Phase 4 - PSBN Implementation	\$ -	\$ 19,253,615	\$ 1,925,394	\$ 17,328,221
Subtotal (Phases 1 to 4)	\$ -	\$ 111,546,129	\$ 11,131,290	\$ 100,414,839
Phase 5 - PSBN Maintenance (First 5 Years of Maintenance)	\$ 32,369,744	\$ -	\$ 3,236,974	\$ 29,132,770
Subtotal (Phases 1 to 5)	\$ 32,369,744	\$ 111,546,129	\$ 14,368,264	\$ 129,547,609
Additive Alternate 1 - Home Subscriber Server (HSS) (Notes 1 & 2)	\$ -	\$ 960,888	\$ 96,089	\$ 864,799
Additive Alternate 2 - Redundant Evolved Packet Core (Notes 1 & 2)	\$ -	\$ 3,581,366	\$ 358,137	\$ 3,223,229
Additive Alternate 3 - Location Services	\$ 2,592,246	\$ -	\$ 259,225	\$ 2,333,021
Maintenance for Additive Alternates 1 to 3 (First 5 Years of Maintenance)	\$ 6,166,090	\$ -	\$ 616,609	\$ 5,549,481
Subtotal (Additive Alternates)	\$ 8,758,336	\$ 4,542,254	\$ 1,330,060	\$ 11,970,530
Total ([Phases 1-5] + Additive Alternates)	\$ 41,128,080	\$ 116,088,383	\$ 15,698,324	\$ 141,518,139
TOTAL CONTRACT SUM	\$116,088,383			
MAXIMUM CONTRACT SUM (Total Unilateral Option Sum + Total Contract Sum)	\$157,216,463			

* The Authority will authorize payment to Contractor for the amount of the applicable invoices less ten percent (10%) as Holdback for each deliverable under Exhibit A (Statement of Work) and Exhibit B (PSBN Specifications), however not all deliverables (i.e. insurance, bonds) in the Exhibit C, Schedule of Payments, will be subject to a 10% holdback.

Note 1: Pursuant to Amendment No. 2, effective April 7, 2014, the Authority exercised the Unilateral Option Sum for Phase 1 for both Additive Alternate No. 1, System Design for the Home Subscriber Server (HSS), and Additive Alternate No. 2, System Design for the Redundant Evolved Packet Core (EPC). In connection therewith, the Unilateral Option Sum for System Design for Phase 1 for both Additive Alternate No. 1 and Additive Alternate No. 2, in a total amount of \$359,044 was converted into a Contract Sum. The cost for the System Design for Phase 1 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 2. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).

Note 2: Pursuant to Amendment No. 4, effective July 16, 2014, the Authority exercised the Unilateral Option Sum for all Work pertaining to (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for Home Subscriber Server (HSS), (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification for the Redundant Evolved Packet Core (EPC), and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components for the Redundant EPC. In connection therewith, the Unilateral Option Sum for (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for the HSS, (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification for the Redundant Evolved Packet Core (EPC), and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components for the Redundant EPC; all in a total amount of \$2,962,648 was converted into a Contract Sum. The cost for the Site Construction and Site Modification for Phase 2 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 4. The cost for Supplying PSBN Components for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C.7 (Additive Alternates) as amended and restated in Amendment No. 4. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).

Note 3: Pursuant to Amendment No. 5, effective September 24, 2014, the Authority exercised the Unilateral Option Sum for all Work pertaining to (i) Phase 4 for Additive Alternate No. 1, PSBN Implementation Work for Home Subscriber Server (HSS), and (ii) Phase 4 for Additive Alternate No. 2, PSBN Implementation Work for the Redundant Evolved Packet Core (EPC). In connection therewith, the Unilateral Option Sum for (i) Phase 4 for Additive Alternate No. 1, PSBN Implementation Work for the HSS, and (ii) Phase 4 for Additive Alternate No. 2, PSBN Implementation Work for the Redundant EPC; all in a total amount of \$1,184,562 was converted into a Contract Sum. The cost for the PSBN Implementation Work for Phase 4 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 5. The cost for PSBN Implementation Work for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C.7 (Additive Alternates) as amended and restated in Amendment No. 5. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).

Note 4: Pursuant to Amendment No. 7, effective December 31, 2014, credits for Phases 1 and 2 were realized in the amount of \$1,005,807. However, the cost for power load studies in Phase 1 in the amount of \$12,444 was taken from the Credits. The remaining Credit balance of \$991,585 is reserved for use for a future replacement site(s).

SCHEDULE OF PAYMENTS
EXHIBIT C.2 - PHASE 1 - SYSTEM DESIGN

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Unilateral Option Sum <small>Note 1</small>	Credits <small>Note 2,3</small>	Unused Credits	Contract Sum - Payable Amount <small>Note 1</small>	10% Holdback Amount	Payable Less 10% Holdback Amount	Amount
A.1.1	Project Kick Off	\$ -	\$ -	\$ -	\$ 55,238	\$ 5,524	\$ -	\$ 49,714
A.2.1	General Project Management Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.2.2	Project Schedule	\$ -	\$ -	\$ -	\$ 44,190	\$ 4,419	\$ -	\$ 39,771
A.2.3	Staffing Plan	\$ -	\$ -	\$ -	\$ 4,419	\$ 442	\$ -	\$ 3,977
A.2.4	Communications Plan	\$ -	\$ -	\$ -	\$ 4,419	\$ 442	\$ -	\$ 3,977
A.2.5	Documentation Plan	\$ -	\$ -	\$ -	\$ 4,419	\$ 442	\$ -	\$ 3,977
A.2.6	Quality Control Plan	\$ -	\$ -	\$ -	\$ 4,419	\$ 442	\$ -	\$ 3,977
A.2.7	Change Order Process and Management Plan	\$ -	\$ -	\$ -	\$ 6,629	\$ 663	\$ -	\$ 5,966
A.2.8	Risk Management Plan	\$ -	\$ -	\$ -	\$ 6,629	\$ 663	\$ -	\$ 5,966
A.2.9	Network Design and Implementation Plan	\$ -	\$ -	\$ -	\$ 55,238	\$ 5,524	\$ -	\$ 49,714
A.2.10	Site Design and Construction Plan	\$ -	\$ -	\$ -	\$ 17,676	\$ 1,768	\$ -	\$ 15,908
A.2.11	Testing and Acceptance Plan	\$ -	\$ -	\$ -	\$ 15,467	\$ 1,547	\$ -	\$ 13,920
A.2.12	Training Plan	\$ -	\$ -	\$ -	\$ 11,048	\$ 1,105	\$ -	\$ 9,943
A.2.13	Transition Plan	\$ -	\$ -	\$ -	\$ 2,210	\$ 221	\$ -	\$ 1,989
A.2.14	Value Engineering Plan	\$ -	\$ -	\$ -	\$ 2,210	\$ 221	\$ -	\$ 1,989
A.2.15	Disaster Recovery and Special Events Plan	\$ -	\$ -	\$ -	\$ 4,419	\$ 442	\$ -	\$ 3,977
A.2.16	Project Management and Work Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.3.1	Project Description Review	\$ -	\$ -	\$ -	\$ 37,560	\$ 3,756	\$ -	\$ 33,804
A.3.2	System Design	\$ -	\$ -	\$ -	\$ 2,391,257	\$ 239,126	\$ -	\$ 2,152,131
A.3.3	Site Design Per Site:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.3.3	Alhambra PD_ALHPD01	\$ -	\$ -	\$ -	\$ 7,617	\$ 762	\$ -	\$ 6,855
A.3.3	Arcadia PD_ARCPD01	\$ -	\$ -	\$ -	\$ 40,064	\$ 4,006	\$ -	\$ 36,058
A.3.3	Azusa PD_AZPD001	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ -	\$ 35,450
A.3.3	Bell Gardens PD_BGPD001	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ -	\$ 33,042

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum ^{Note 1}	Credits ^{Note 2,3}	Unused Credits	Contract Sum - Payable Amount ^{Note 1}	10% Holdback Amount	Payable Less 10% Holdback Amount	Amount 10% Holdback Amount
A.3.3	Beverly Hills Rexford Drive_BHR	\$ -	\$ -	\$ -	\$ 30,772	\$ 3,077	\$ 27,695	
A.3.3	Bald Mountain_BMT	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450	
A.3.3	Baldwin Park PD_BPPD001	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042	
A.3.3	Blue Rock_BRK	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450	
A.3.3	Burnt Peak_BUR	\$ -	\$ -	\$ -	\$ 12,031	\$ 1,203	\$ 10,828	
A.3.3	Burbank PD_BURPD01	\$ -	\$ -	\$ -	\$ 34,705	\$ 3,471	\$ 31,234	
A.3.3	Criminal Court Building_CCT	\$ -	\$ -	\$ -	\$ 30,772	\$ 3,077	\$ 27,695	
A.3.3	Century_CEN	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042	
A.3.3	Carlton J. Peterson Park_CJP	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450	
A.3.3	Claremont Microwave Tower_CLM	\$ -	\$ -	\$ -	\$ 37,492	\$ 3,749	\$ 33,743	
A.3.3	Claremont PD_CLRMPD1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
A.3.3	FS 2_CPTFD02	\$ -	\$ -	\$ -	\$ 15,861	\$ 1,586	\$ 14,275	
A.3.3	FS 4_CPTFD04	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042	
A.3.3	Culver City Communications Tower_CULV001	\$ -	\$ -	\$ -	\$ 37,492	\$ 3,749	\$ 33,743	
A.3.3	Downey PD_DWNYPD1	\$ -	\$ -	\$ -	\$ 13,658	\$ 1,366	\$ 12,292	
A.3.3	El Monte PD_ELMNTPD	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042	
A.3.3	El Segundo PD_ELSGDPD	\$ -	\$ -	\$ -	\$ 7,617	\$ 762	\$ 6,855	
A.3.3	FCCF-HQ_FCCF	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042	
A.3.3	FS 5_FS5	\$ -	\$ -	\$ -	\$ 45,156	\$ 4,516	\$ 40,640	
A.3.3	Gardena_GARD001	\$ -	\$ -	\$ -	\$ 45,156	\$ 4,516	\$ 40,640	
A.3.3	Glendale Civic Center_GCC	\$ -	\$ -	\$ -	\$ 7,617	\$ 762	\$ 6,855	
A.3.3	Glendale Water & Power UOC_GDWP001	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450	
A.3.3	FS 23_GLNDL23	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450	
A.3.3	FS 24_GLNDL24	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450	
A.3.3	FS 28_GLNDL28	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450	
A.3.3	FS 3_LACF003	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042	
A.3.3	FS 4_LACF004	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042	
A.3.3	FS 16_LACF016	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042	
A.3.3	FS 21_LACF021	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042	

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Unilateral Option Sum <small>Note 1</small>	Credits <small>Note 2,3</small>	Unused Credits	Contract Sum - Payable Amount <small>Note 1</small>	10% Holdback Amount	Payable Less 10% Holdback Amount	Amount 10% Holdback Amount
A.3.3	FS 23_LACF023	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042
A.3.3	FS 24_LACF024	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 28_LACF028	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042
A.3.3	FS 30_LACF030	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042
A.3.3	FS 31_LACF031	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042
A.3.3	FS 38_LACF038	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042
A.3.3	FS 44_LACF044	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 48_LACF048	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 50_LACF050	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042
A.3.3	FS 53_LACF053	\$ -	\$ -	\$ -	\$ 24,032	\$ 2,403	\$	21,629
A.3.3	FS 56_LACF056	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 58_LACF058	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042
A.3.3	FS 59_LACF059	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 61_LACF061	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 65_LACF065	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 68_LACF068	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 69_LACF069	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 71_LACF071	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 72_LACF072	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 73_LACF073	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 76_LACF076	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 77_LACF077	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 78_LACF078	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 79_LACF079	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 80_LACF080	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 81_LACF081	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 83_LACF083	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 84_LACF084	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 85_LACF085	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 86_LACF086	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 87_LACF087	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042
A.3.3	FS 88_LACF088	\$ -	\$ -	\$ -	\$ 21,198	\$ 2,120	\$	19,078

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Unilateral Option Sum <small>Note 1</small>	Credits <small>Note 2,3</small>	Unused Credits	Contract Sum - Payable Amount <small>Note 1</small>	10% Holdback Amount	Payable Less 10% Holdback Amount	Amount 10% Holdback Amount
A.3.3	FS 90_LACF090	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042
A.3.3	FS 91_LACF091	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 92_LACF092	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 93_LACF093	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 95_LACF095	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042
A.3.3	FS 96_LACF096	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042
A.3.3	FS 98_LACF098	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042
A.3.3	FS 99_LACF099	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 102_LACF102	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 105_LACF105	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042
A.3.3	FS 106_LACF106	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 107_LACF107	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS108_LACF108	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 111_LACF111	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 112_LACF112	\$ -	\$ -	\$ -	\$ 2,842	\$ 284	\$	2,558
A.3.3	FS 114_LACF114	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 117_LACF117	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 118_LACF118	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042
A.3.3	FS 120_LACF120	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 123_LACF123	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 129_LACF129	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 132_LACF132	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 140_LACF140	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 141_LACF141	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 144_LACF144	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 146_LACF146	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 149_LACF149	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 151_LACF151	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS153_LACF153	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 154_LACF154	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 157_LACF157	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 159_LACF159	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042

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A.3.3	FS 161_LACF161	\$ -	\$ -	\$ -	\$ 13,754	\$ 1,375	\$	12,379
A.3.3	FS 162_LACF162	\$ -	\$ -	\$ -	\$ 13,754	\$ 1,375	\$	12,379
A.3.3	FS 163_LACF163	\$ -	\$ -	\$ -	\$ 13,754	\$ 1,375	\$	12,379
A.3.3	FS 164_LACF164	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042
A.3.3	FS 169_LACF169	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042
A.3.3	FS 171_LACF171	\$ -	\$ -	\$ -	\$ 35,379	\$ 3,538	\$	31,841
A.3.3	FS 173_LACF173	\$ -	\$ -	\$ -	\$ 35,379	\$ 3,538	\$	31,841
A.3.3	FS 181_LACF181	\$ -	\$ -	\$ -	\$ 21,198	\$ 2,120	\$	19,078
A.3.3	FS 183_LACF183	\$ -	\$ -	\$ -	\$ 22,631	\$ 2,263	\$	20,368
A.3.3	FS 184_LACF184	\$ -	\$ -	\$ -	\$ 13,658	\$ 1,366	\$	12,292
A.3.3	FS 187_LACF187	\$ -	\$ -	\$ -	\$ 13,658	\$ 1,366	\$	12,292
A.3.3	FS 188_LACF188	\$ -	\$ -	\$ -	\$ 13,658	\$ 1,366	\$	12,292
A.3.3	FS 192_LACF192	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042
A.3.3	FS 194_LACF194	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042
A.3.3	CP 2_LACFCP02	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	CP 9_LACFCP09	\$ -	\$ -	\$ -	\$ 13,754	\$ 1,375	\$	12,379
A.3.3	CP 14_LACFCP14	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	LAC/HARBOR+UCLA MEDICAL CENTER_LACHAR	\$ -	\$ -	\$ -	\$ 30,772	\$ 3,077	\$	27,695
A.3.3	LAC/OLIVEVIEW+UCLA_LACOLV	\$ -	\$ -	\$ -	\$ 30,772	\$ 3,077	\$	27,695
A.3.3	LAC/USC MEDICAL CENTER_LACUSC	\$ -	\$ -	\$ -	\$ 30,772	\$ 3,077	\$	27,695
A.3.3	FS 005_LAFD005	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042
A.3.3	FS 012_LAFD012	\$ -	\$ -	\$ -	\$ 11,551	\$ 1,155	\$	10,396
A.3.3	FS 015_LAFD015	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
A.3.3	FS 016_LAFD016	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042
A.3.3	FS 019_LAFD019	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
A.3.3	FS 029_LAFD029	\$ -	\$ -	\$ -	\$ 13,658	\$ 1,366	\$	12,292
A.3.3	FS 035_LAFD035	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 042_LAFD042	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042
A.3.3	FS 044_LAFD044	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042
A.3.3	FS 047_LAFD047	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042
A.3.3	FS 049_LAFD049	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042

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A.3.3	FS 055_LAFD055	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042
A.3.3	FS 061_LAFD061	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042
A.3.3	FS 066_LAFD066	\$ -	\$ -	\$ -	\$ 41,489	\$ 4,149	\$	37,340
A.3.3	FS 074_LAFD074	\$ -	\$ -	\$ -	\$ 41,425	\$ 4,143	\$	37,282
A.3.3	FS 076_LAFD076	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 077_LAFD077	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 079_LAFD079	\$ -	\$ -	\$ -	\$ 20,524	\$ 2,052	\$	18,472
A.3.3	FS 080_LAFD080	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042
A.3.3	FS 081_LAFD081	\$ -	\$ -	\$ -	\$ 51,256	\$ 5,126	\$	46,130
A.3.3	FS 082_LAFD082	\$ -	\$ -	\$ -	\$ 21,637	\$ 2,164	\$	19,473
A.3.3	FS 084_LAFD084	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 085_LAFD085	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042
A.3.3	FS 088_LAFD088	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 093_LAFD093	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 094_LAFD094	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042
A.3.3	FS 095_LAFD095	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042
A.3.3	FS 096_LAFD096	\$ -	\$ -	\$ -	\$ 20,524	\$ 2,052	\$	18,472
A.3.3	FS 097_LAFD097	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 101_LAFD101	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 105_LAFD105	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	FS 114_LAFD114	\$ -	\$ -	\$ -	\$ 17,551	\$ 1,755	\$	15,796
A.3.3	Hermosa-HQ_LALG100	\$ -	\$ -	\$ -	\$ 10,495	\$ 1,050	\$	9,445
A.3.3	Zuma-Lifeguard-HQ_LALG300	\$ -	\$ -	\$ -	\$ 21,198	\$ 2,120	\$	19,078
A.3.3	Lifeguard-Division_LALG-HQ	\$ -	\$ -	\$ -	\$ 13,590	\$ 1,359	\$	12,231
A.3.3	Lancaster_LAN	\$ -	\$ -	\$ -	\$ 45,244	\$ 4,524	\$	40,720
A.3.3	77TH Street Area Complex_LAPD077	\$ -	\$ -	\$ -	\$ 34,707	\$ 3,471	\$	31,236
A.3.3	Central Area Complex_LAPDCEN	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	33,042
A.3.3	Devonshire Area station_LAPDDVN	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450
A.3.3	Foothill Area station_LAPDFTH	\$ -	\$ -	\$ -	\$ 41,223	\$ 4,122	\$	37,101
A.3.3	Hollenbeck Area station_LAPDHLB	\$ -	\$ -	\$ -	\$ 41,223	\$ 4,122	\$	37,101
A.3.3	Hollywood Area station_LAPDHWD	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	35,450

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A.3.3	Mission Area station_LAPDMIS	\$ -	\$ -	\$ -	\$ 41,223	\$ 4,122	\$	\$ 37,101
A.3.3	Northeast Area station_LAPDNED	\$ -	\$ -	\$ -	\$ 41,897	\$ 4,190	\$	\$ 37,707
A.3.3	North Hollywood Area Station_LAPDNHD	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	\$ 35,450
A.3.3	Newton_LAPDNWT	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	\$ 33,042
A.3.3	Olympic Area station_LAPDOLY	\$ -	\$ -	\$ -	\$ 41,223	\$ 4,122	\$	\$ 37,101
A.3.3	Pacific Area station_LAPDPAC	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	\$ 33,042
A.3.3	Rampart Area station_LAPDRAM	\$ -	\$ -	\$ -	\$ 41,223	\$ 4,122	\$	\$ 37,101
A.3.3	Topanga Area station_LAPDTOP	\$ -	\$ -	\$ -	\$ 41,223	\$ 4,122	\$	\$ 37,101
A.3.3	Valley Dispatch Center_LAPDVDC	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	\$ 35,450
A.3.3	Van Nuys Area station_LAPDVNS	\$ -	\$ -	\$ -	\$ 30,773	\$ 3,077	\$	\$ 27,696
A.3.3	Wilshire Area station_LAPDWIL	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	\$ 33,042
A.3.3	West Los Angeles Area station_LAPDWLA	\$ -	\$ -	\$ -	\$ 41,223	\$ 4,122	\$	\$ 37,101
A.3.3	West Valley Area facility_LAPDWVD	\$ -	\$ -	\$ -	\$ 41,223	\$ 4,122	\$	\$ 37,101
A.3.3	Altadena_LASDALD	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	\$ 35,450
A.3.3	Carson_LASDCSN	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	\$ 33,042
A.3.3	Crescenta Valley_LASDCVS	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	\$ 35,450
A.3.3	Industry_LASDIDT	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	\$ 33,042
A.3.3	Lakewood_LASDLKD	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	\$ 33,042
A.3.3	Lennox (Closed)_LASDLNX	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	\$ 33,042
A.3.3	North County Correctional Facility_LASDNCC	\$ -		\$ -	\$ 37,492	\$ 3,749	\$	\$ 33,743
A.3.3	Norwalk_LASDNWK	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$	\$ 33,042
A.3.3	Pico Rivera_LASDPRV	\$ -	\$ -	\$ -	\$ 41,489	\$ 4,149	\$	\$ 37,340
A.3.3	Santa Clarita Valley_LASDSCV	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	\$ 35,450
A.3.3	San Dimas_LASDSDM	\$ -	\$ -	\$ -	\$ 45,244	\$ 4,524	\$	\$ 40,720
A.3.3	Temple_LASDTEM	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$	\$ 35,450
A.3.3	FS 2_LBFD002	\$ -	\$ -	\$ -	\$ 16,214	\$ 1,621	\$	\$ 14,593
A.3.3	FS 6_LBFD006	\$ -	\$ -	\$ -	\$ 11,551	\$ 1,155	\$	\$ 10,396
A.3.3	FS 9_LBFD009	\$ -	\$ -	\$ -	\$ 8,966	\$ 897	\$	\$ 8,069
A.3.3	FS 12_LBFD012	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ -
A.3.3	FS 13_LBFD013	\$ -	\$ -	\$ -	\$ 16,213	\$ 1,621	\$	\$ 14,592

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Unilateral Option Sum <small>Note 1</small>	Credits <small>Note 2,3</small>	Unused Credits	Contract Sum - Payable Amount <small>Note 1</small>	10% Holdback Amount	Payable Less 10% Holdback Amount	Amount 10% Holdback Amount
A.3.3	FS 21_LBFD021	\$ -	\$ -	\$ -	\$ 16,213	\$ 1,621	\$ -	\$ 14,592
A.3.3	HQ_LBFD026	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.3.3	HQ_LBPDHQ	\$ -	\$ -	\$ -	\$ 30,772	\$ 3,077	\$ -	\$ 27,695
A.3.3	Sylmar Converter Station - E_LDWP220	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.3.3	Lost Hills/Malibu_LHS	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ -	\$ 35,450
A.3.3	FS 2_LVFD002	\$ -	\$ -	\$ -	\$ 1,157	\$ 116	\$ -	\$ 1,041
A.3.3	La Verne PD_LVRNPD	\$ -	\$ -	\$ -	\$ 1,157	\$ 116	\$ -	\$ 1,041
A.3.3	FS 1_MBFD001	\$ -	\$ -	\$ -	\$ 8,292	\$ 829	\$ -	\$ 7,463
A.3.3	Mira Loma Detention Facility_MLM	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ -	\$ 35,450
A.3.3	Monrovia PD_MNRVPD	\$ -	\$ -	\$ -	\$ 20,873	\$ 2,087	\$ -	\$ 18,786
A.3.3	Montebello PD_MNTBLPD	\$ -	\$ -	\$ -	\$ 20,777	\$ 2,078	\$ -	\$ 18,699
A.3.3	Monterey Park PD_MNTPKPD	\$ -	\$ -	\$ -	\$ 18,643	\$ 1,864	\$ -	\$ 16,779
A.3.3	Mount Olivet Reservoir_MOR	\$ -	\$ -	\$ -	\$ 45,156	\$ 4,516	\$ -	\$ 40,640
A.3.3	FS 2_MRFD002	\$ -	\$ -	\$ -	\$ 20,524	\$ 2,052	\$ -	\$ 18,472
A.3.3	FS 3_MTBFD03	\$ -	\$ -	\$ -	\$ 7,617	\$ 762	\$ -	\$ 6,855
A.3.3	Mount Washington_MTW	\$ -	\$ -	\$ -	\$ 41,223	\$ 4,122	\$ -	\$ 37,101
A.3.3	Goodrich_PASA001	\$ -	\$ -	\$ -	\$ 41,897	\$ 4,190	\$ -	\$ 37,707
A.3.3	FS 33_PASFD33	\$ -	\$ -	\$ -	\$ 674	\$ 67	\$ -	\$ 607
A.3.3	Puente Hills_PHN	\$ -	\$ -	\$ -	\$ 42,100	\$ 4,210	\$ -	\$ 37,890
A.3.3	Palmdale_PLM	\$ -	\$ -	\$ -	\$ 45,244	\$ 4,524	\$ -	\$ 40,720
A.3.3	LAC/RANCHO LOS AMIGOS NATIONAL REHAB CTR_RANCHO	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ -	\$ 33,042
A.3.3	FS 2_RDBFD02	\$ -	\$ -	\$ -	\$ 11,551	\$ 1,155	\$ -	\$ 10,396
A.3.3	Redondo Beach PD_RDNBPD	\$ -	\$ -	\$ -	\$ 11,551	\$ 1,155	\$ -	\$ 10,396
A.3.3	Reservoir Hill_REH	\$ -	\$ -	\$ -	\$ 8,292	\$ 829	\$ -	\$ 7,463
A.3.3	San Pedro City Hall_SCH	\$ -	\$ -	\$ -	\$ 30,772	\$ 3,077	\$ -	\$ 27,695
A.3.3	Southeast Area station_SEP	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ -	\$ 33,042
A.3.3	FS 3_SFSFD03	\$ -	\$ -	\$ -	\$ 13,658	\$ 1,366	\$ -	\$ 12,292
A.3.3	FS 4_SFSFD04	\$ -	\$ -	\$ -	\$ 12,225	\$ 1,223	\$ -	\$ 11,002
A.3.3	South L.A._SLA	\$ -	\$ -	\$ -	\$ 37,492	\$ 3,749	\$ -	\$ 33,743
A.3.3	FS 2_SMFD002	\$ -	\$ -	\$ -	\$ 7,617	\$ 762	\$ -	\$ 6,855

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Unilateral Option Sum <small>Note 1</small>	Credits <small>Note 2,3</small>	Unused Credits	Contract Sum - Payable Amount <small>Note 1</small>	10% Holdback Amount	Payable Less	Amount 10% Holdback Amount
A.3.3	South Gate PD_SOGTPD	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
A.3.3	San Vicente Peak_SVP	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450	\$ 35,450
A.3.3	Southwest Area station_SWP	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042	\$ 33,042
A.3.3	City Hall Radio Tower_TORC001	\$ -	\$ -	\$ -	\$ 6,500	\$ 650	\$ 5,850	\$ 5,850
A.3.3	FS 2_TORFD02	\$ -	\$ -	\$ -	\$ 6,500	\$ 650	\$ 5,850	\$ 5,850
A.3.3	FS 3_TORFD03	\$ -	\$ -	\$ -	\$ 6,500	\$ 650	\$ 5,850	\$ 5,850
A.3.3	FS 4_TORFD04	\$ -	\$ -	\$ -	\$ 6,500	\$ 650	\$ 5,850	\$ 5,850
A.3.3	FS 1_VEFD001	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042	\$ 33,042
A.3.3	FS 3_VEFD003	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042	\$ 33,042
A.3.3	Walnut/Diamond Bar_WAL	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450	\$ 35,450
A.3.3	FS 4_WCFD004	\$ -	\$ -	\$ -	\$ 6,500	\$ 650	\$ 5,850	\$ 5,850
A.3.3	FS 5_WCFD005	\$ -	\$ -	\$ -	\$ 6,500	\$ 650	\$ 5,850	\$ 5,850
A.3.3	West Hollywood_WHD	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450	\$ 35,450
A.3.4	Coverage Modeling Tool	\$ -	\$ -	\$ -	\$ 425,875	\$ 42,588	\$ 383,287	\$ 383,287
A.3.5	RF Emission Report	\$ -	\$ -	\$ -	\$ 751,125	\$ 75,113	\$ 676,012	\$ 676,012
A.3.6	Design Review	\$ -	\$ -	\$ -	\$ 363,741	\$ 36,374	\$ 327,367	\$ 327,367
B.6	Inventory Management System	\$ -	\$ -	\$ -	\$ 659,688	\$ 65,969	\$ 593,719	\$ 593,719
Base 22.2.1	Insurance	\$ -	\$ -	\$ -	\$ 2,325,000	\$ 232,500	\$ 2,092,500	\$ 2,092,500
Base 22.3.2	Performance Bond for Phase 1 – System Design	\$ -	\$ -	\$ -	\$ 45,600	\$ 4,560	\$ 41,040	\$ 41,040
SUBTOTAL		\$ -	\$ 120,848	\$ -	\$ 14,525,957.00	\$ 1,452,587	\$ 13,073,370	\$ 13,073,370
ADDITIONAL SITES (AMENDMENT NO. 8)								
A.3.3	Site Design Per Site:							
	FS 101_LACF101	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450	\$ 35,450
	Oat Mountain_ONK	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042	\$ 33,042
	Rolling Hills Transit_RHT	\$ -	\$ -	\$ -	\$ 674	\$ 67	\$ 607	\$ 607
	San Dimas_SDW	\$ -	\$ -	\$ -	\$ 37,492	\$ 3,749	\$ 33,743	\$ 33,743
	Verdugo Peak City_VPC	\$ -	\$ -	\$ -	\$ 37,492	\$ 3,749	\$ 33,743	\$ 33,743
	FS 54_LACF054 (replacing SOGTPD)	\$ -	\$ -	\$ -	\$ 38,735	\$ 3,874	\$ 34,861	\$ 34,861
Total for Additional Sites (Amendment No. 8)		\$ -	\$ -	\$ -	\$ 190,495	\$ 19,049	\$ 171,446	\$ 171,446

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Unilateral Option Sum <small>Note 1</small>	Credits <small>Note 2,3</small>	Unused Credits	Contract Sum - Payable Amount <small>Note 1</small>	10% Holdback Amount	Payable Less	Amount 10% Holdback Amount
ADDITIONAL SITES (AMENDMENT NO. 9)								
A.3.3	Site Design Per Site:							
	Baldwin Hills_BAH	\$ -	\$ -	\$ -	\$ 30,772	\$ 3,077	\$	\$ 27,695
	Compton Court Building_CCB	\$ -	\$ -	\$ -	\$ 37,492	\$ 3,749	\$	\$ 33,743
	FS 69_LAFD069 (Replacing LAFD019)	\$ -	\$ -	\$ -	\$ 42,100	\$ 4,210	\$	\$ 37,890
	FS 12_LBFD012(N) (Replacing LBFD012(O))	\$ -	\$ -	\$ -	\$ 38,166	\$ 3,817	\$	\$ 34,349
	City of Long Beach 911 Dispatch_LBECOC (Replacing LBFD026)	\$ -	\$ -	\$ -	\$ 38,840	\$ 3,884	\$	\$ 34,956
	City of Los Angeles DWP_LDWP243 (Replacing LDWP220)	\$ -	\$ -	\$ -	\$ 40,064	\$ 4,006	\$	\$ 36,058
Total for Additional Sites (Amendment No. 9)		\$ -	\$ -	\$ -	\$ 227,434	\$ 22,743	\$	\$ 204,691
SITE WORK PERFORMED FOR POTENTIAL SITE(S) (AMENDMENT NO. 9)								
A.3.3	Site Design Per Site:							
	Mount Lee_MLE	\$ -	\$ -	\$ -	\$ 674	\$ 67	\$	\$ 607
Total for Site Work Performed for Potential Site(s) (Amendment No. 9)		\$ -	\$ -	\$ -	\$ 674	\$ 67	\$	\$ 607
SITE WORK PERFORMED FOR POTENTIAL SITE(S) (AMENDMENT NO. 10)								
A.3.3	Site Design Per Site:							
	LAFD012(N)	\$ -	\$ -	\$ -	\$ 12,653	\$ 1,265	\$	\$ 11,388
Total for Site Work Performed for Potential Site(s) (Amendment No. 10)		\$ -	\$ -	\$ -	\$ 12,653	\$ 1,265	\$	\$ 11,388
POWER LOAD STUDY COSTS (AMENDMENT NO. 7)								
	Power Load Study Costs							
	CCB	\$ -	\$ -	\$ -	\$ 6,222	\$ -	\$	\$ 6,222
	CCT	\$ -	\$ -	\$ -	\$ 6,222	\$ -	\$	\$ 6,222
Total for Power Load Study Costs		\$ -	\$ -	\$ -	\$ 12,444	\$ -	\$	\$ 12,444

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Unilateral Option Sum <small>Note 1</small>	Credits <small>Note 2,3</small>	Unused Credits	Contract Sum - Payable Amount <small>Note 1</small>	10% Holdback Amount	Payable Less 10% Holdback Amount	Amount
MOBILE HOSE DRYER RACKS (AMENDMENT NO. 7)								
	Mobile Hose Dryer Racks				\$ 6,864		\$ 6,864	
Total for Mobile Hose Dryer Racks		\$ -	\$ -	\$ -	\$ 6,864	\$ -	\$ 6,864	
TOTAL FOR PHASE 1 - SYSTEM DESIGN:		\$ -	\$ 120,848	\$ -	\$ 14,976,521	\$ 1,495,711	\$ 13,480,810	

Note 1: Pursuant to Amendment No. 1, effective as of March 6, 2014, the Authority exercised the Unilateral Option for all Work pertaining to Phase 1. In connection therewith, the Unilateral Option Sum for Phase 1 of \$16,040,248 was converted into a Contract Sum.

Note 2: Pursuant to Amendment No. 6, effective as of October 3, 2014, the Authority removed 3 PSBN Sites from the PSBN Design. As such, credits were realized in the amount of \$153,792.

Note 3: Pursuant to Amendment No. 7, effective December 31, 2014, credits for Phases 1 and 2 were realized in the amount of \$1,005,807. However, the cost for power load studies in Phase 1 in the amount of \$12,444 was taken from the Credits. The remaining Credit balance of \$991,585 is reserved for use for a future replacement site(s).

Note 4: Pursuant to Amendment No. Eight, effective February 17, 2015, Exhibit C.2 (Schedule of Prices - System Design) was amended by Amendment No. 8 to reflect (a) the removal of thirty-six (36) sites, (b) the conversion of Unilateral Option Sum to Contract Sum for the addition of six (6) PSBN System Sites, and (c) the costs of mobile hose dryer racks.

Note 5: Pursuant to Amendment No. 9, effective March 23, 2015, Exhibit C.2 (Schedule of Prices - System Design) was amended by Amendment No. 9 to reflect (a) the removal of twenty-four (24) sites, (b) the conversion of Unilateral Option Sum to Contract Sum for the addition of six (6) PSBN System Sites, and (c) Phase 1 site work performed for one (1) potential site.

Note 6: Pursuant to Amendment No. Ten, effective April __, 2015, Exhibit C.2 (Schedule of Prices - System Design) was amended by Amendment No. 8 to reflect (a) the replacement of undisguised antenna support structures to various types of antenna support structures for fifty-one (51) PSBN Sites, and (b) Phase 1, site design visit and preliminary survey walks, for one (1) potential PSBN Site.

SCHEDULE OF PAYMENTS
EXHIBIT C.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Project Administration for Site Construction Note 1	Unilateral Option Sum Note 2	Credits Note 3,5	Unused Credits	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.4.1	General Criteria for Phase 2 – Site Construction & Site Modification Per Site:	-	-	-	-	-	-	-	-
A.4.1	Alhambra PD_ALHPD01		\$ 1,013		-	-	\$ 1,013	\$ 101	\$ 912
A.4.1	Arcadia PD_ARCPD01	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Azusa PD_AZPD001	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Bell Gardens PD_BGPD001	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Beverly Hills Rexford Drive_BHR	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Bald Mountain_BMT	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Baldwin Park PD_BPPD001	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Blue Rock_BRK	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Burnt Peak_BUR	\$ 6,375	\$ 1,013	-	-	-	\$ 1,013	\$ 101	\$ 912
A.4.1	Burbank PD_BURPD01	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Criminal Court Building_CCT	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Century_CEN	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Carlton J. Peterson Park_CJP	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Claremont Microwave Tower_CLM	\$ 8,847	\$ 1,406	-	-	-	\$ 10,253	\$ 1,025	\$ 9,228
A.4.1	Claremont PD_CLRMPD1				-	-	\$ -	\$ -	\$ -
A.4.1	FS 2_CPTFD02	\$ 6,375	\$ 1,013	-	-	-	\$ 1,013	\$ 101	\$ 912
A.4.1	FS 4_CPTFD04	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Culver City Communications Tower_CULV001	\$ 8,847	\$ 1,406	-	-	-	\$ 10,253	\$ 1,025	\$ 9,228
A.4.1	Downey PD_DWNYPD1		\$ 1,013		-	-	\$ 1,013	\$ 101	\$ 912
A.4.1	El Monte PD_ELMNTPD	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	El Segundo PD_ELSGDPD		\$ 1,013		-	-	\$ 1,013	\$ 101	\$ 912
A.4.1	FCCF -HQ_FCCF	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 5_FS5	\$ 6,375	\$ 1,013	-	-	-	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Gardena_GARD001	\$ 6,375	\$ 1,013	-	-	-	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Glendale Civic Center_GCC	\$ 6,375	\$ 1,013	-	-	-	\$ 1,013	\$ 101	\$ 912
A.4.1	Glendale Water & Power UOC_GDWP001	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 23_GLNDL23	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 24_GLNDL24	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 28_GLNDL28	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 3_LACF003	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 4_LACF004	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 16_LACF016	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 21_LACF021	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 23_LACF023	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 24_LACF024	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 28_LACF028	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 30_LACF030	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 31_LACF031	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Project Administration for Site Construction Note 1	Unilateral Option Sum Note 2	Credits Note 3,5	Unused Credits	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.4.1	FS 38_LACF038	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 44_LACF044	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 48_LACF048	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 50_LACF050	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 53_LACF053	\$ 6,375	\$ 1,013	-	-	-	\$ 1,013	\$ 101	\$ 912
A.4.1	FS 56_LACF056	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 58_LACF058	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 59_LACF059	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 61_LACF061	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 65_LACF065	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 68_LACF068	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 69_LACF069	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 71_LACF071	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 72_LACF072	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 73_LACF073	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 76_LACF076	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 77_LACF077	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 78_LACF078	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 79_LACF079	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 80_LACF080	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 81_LACF081	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 83_LACF083	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 84_LACF084	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 85_LACF085	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 86_LACF086	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 87_LACF087	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 88_LACF088	\$ 6,375	\$ 1,013	-	-	-	\$ 1,013	\$ 101	\$ 912
A.4.1	FS 90_LACF090	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 91_LACF091	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 92_LACF092	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 93_LACF093	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 95_LACF095	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 96_LACF096	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 98_LACF098	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 99_LACF099	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 102_LACF102	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 105_LACF105	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 106_LACF106	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 107_LACF107	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS108_LACF108	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 111_LACF111	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 112_LACF112	\$ 6,375	\$ 1,013	-	-	-	\$ 1,013	\$ 101	\$ 912
A.4.1	FS 114_LACF114	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 117_LACF117	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 118_LACF118	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 120_LACF120	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 123_LACF123	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 129_LACF129	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 132_LACF132	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Project Administration for Site Construction Note 1	Unilateral Option Sum Note 2	Credits Note 3,5	Unused Credits	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.4.1	FS 140_LACFI140	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 141_LACFI141	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 144_LACFI144	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 146_LACFI146	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 149_LACFI149	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 151_LACFI151	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS153_LACFI153	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 154_LACFI154	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 157_LACFI157	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 159_LACFI159	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 161_LACFI161		\$ 1,013				\$ 1,013	\$ 101	\$ 912
A.4.1	FS 162_LACFI162		\$ 1,013				\$ 1,013	\$ 101	\$ 912
A.4.1	FS 163_LACFI163		\$ 1,013				\$ 1,013	\$ 101	\$ 912
A.4.1	FS 164_LACFI164	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 169_LACFI169	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 171_LACFI171	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 173_LACFI173	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 181_LACFI181		\$ 1,013				\$ 1,013	\$ 101	\$ 912
A.4.1	FS 183_LACFI183		\$ 1,013				\$ 1,013	\$ 101	\$ 912
A.4.1	FS 184_LACFI184		\$ 1,013				\$ 1,013	\$ 101	\$ 912
A.4.1	FS 187_LACFI187		\$ 1,013				\$ 1,013	\$ 101	\$ 912
A.4.1	FS 188_LACFI188		\$ 1,013				\$ 1,013	\$ 101	\$ 912
A.4.1	FS 192_LACFI192	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 194_LACFI194	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	CP 2_LACFCP02	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	CP 9_LACFCP09	\$ 6,375	\$ 1,013	-	-	-	\$ 1,013	\$ 101	\$ 912
A.4.1	CP 14_LACFCP14	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	LAC/HARBOR+UCLA MEDICAL CENTER_LACHAR	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	LAC/OLIVEVIEW+UCLA_LACOLV	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	LAC/USC MEDICAL CENTER_LACUSC	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 005_LAFD005	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 012_LAFD012	\$ 6,375	\$ 1,013	-	-	-	\$ 1,013	\$ 101	\$ 912
A.4.1	FS 015_LAFD015	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.4.1	FS 016_LAFD016	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 019_LAFD019	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.4.1	FS 029_LAFD029	\$ 6,375	\$ 1,013	-	-	-	\$ 1,013	\$ 101	\$ 912
A.4.1	FS 035_LAFD035	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 042_LAFD042	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 044_LAFD044	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 047_LAFD047	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 049_LAFD049	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 055_LAFD055	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 061_LAFD061	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 066_LAFD066	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 074_LAFD074	\$ 6,375	\$ 1,013	-	-	-	\$ 9,860	\$ 986	\$ 8,874
A.4.1	FS 076_LAFD076	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 077_LAFD077	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 079_LAFD079	\$ 6,375	\$ 1,013	-	-	-	\$ 1,013	\$ 101	\$ 912

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A.4.1	FS 080_LAFD080	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 081_LAFD081	\$ 6,375	\$ 1,013	-	-	-	\$ 9,860	\$ 986	\$ 8,874
A.4.1	FS 082_LAFD082	\$ 6,375	\$ 1,013	-	-	-	\$ 1,013	\$ 101	\$ 912
A.4.1	FS 084_LAFD084	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 085_LAFD085	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 088_LAFD088	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 093_LAFD093	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 094_LAFD094	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 095_LAFD095	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 096_LAFD096	\$ 6,375	\$ 1,013	-	-	-	\$ 1,013	\$ 101	\$ 912
A.4.1	FS 097_LAFD097	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 101_LAFD101	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 105_LAFD105	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 114_LAFD114	\$ 6,375	\$ 1,013	-	-	-	\$ 1,013	\$ 101	\$ 912
A.4.1	Hermosa HQ_LALG100		\$ 1,013	-	-	-	\$ 1,013	\$ 101	\$ 912
A.4.1	Zuma Lifeguard HQ_LALG300	\$ 6,375	\$ 1,013	-	-	-	\$ 1,013	\$ 101	\$ 912
A.4.1	Lifeguard Division_LALG-HQ	\$ 6,375	\$ 1,013	-	-	-	\$ 1,013	\$ 101	\$ 912
A.4.1	Lancaster_LAN	\$ 6,375	\$ 1,013	-	-	-	\$ 9,860	\$ 986	\$ 8,874
A.4.1	77TH Street Area Complex_LAPD077	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Central Area Complex_LAPDCEN	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Devonshire Area station_LAPDDVN	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Foothill Area station_LAPDFTH	\$ 6,375	\$ 1,013	-	-	-	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Hollenbeck Area station_LAPDHLB	\$ 6,375	\$ 1,013	-	-	-	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Hollywood Area station_LAPDHWL	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Mission Area station_LAPDMIS	\$ 6,375	\$ 1,013	-	-	-	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Northeast Area station_LAPDNED	\$ 6,375	\$ 1,013	-	-	-	\$ 9,860	\$ 986	\$ 8,874
A.4.1	North Hollywood Area Station_LAPDNHD	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Newton_LAPDNWT	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Olympic Area station_LAPDOLY	\$ 6,375	\$ 1,013	-	-	-	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Pacific Area station_LAPDPAC	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Rampart Area station_LAPDRAM	\$ 6,375	\$ 1,013	-	-	-	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Topanga Area station_LAPDTOP	\$ 6,375	\$ 1,013	-	-	-	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Valley Dispatch Center_LAPDVDC	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Van Nuys Area station_LAPDVNS	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Wilshire Area station_LAPDWIL	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	West Los Angeles Area station_LAPDWLA	\$ 6,375	\$ 1,013	-	-	-	\$ 9,860	\$ 986	\$ 8,874
A.4.1	West Valley Area facility_LAPDWVD	\$ 6,375	\$ 1,013	-	-	-	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Altadena_LASDALD	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Carson_LASDCSN	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Crescenta Valley_LASDCVS	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Industry_LASDIDT	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Lakewood_LASDLKD	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Lennox (Closed)_LASDLNX	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	North County Correctional Facility_LASDNCC	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Norwalk_LASDNWK	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Pico Rivera_LASDPRV	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649

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A.4.1	Santa Clarita Valley_LASDSCV	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	San Dimas_LASDSDM	\$ 6,375	\$ 1,013	-	-	-	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Temple_LASDTEM	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 2_LBFD002		\$ 1,013				\$ 1,013	\$ 101	\$ 912
A.4.1	FS 6_LBFD006		\$ 1,013				\$ 1,013	\$ 101	\$ 912
A.4.1	FS 9_LBFD009		\$ 1,013				\$ 1,013	\$ 101	\$ 912
A.4.1	FS 12_LBFD012	\$ -	\$ -				\$ -	\$ -	\$ -
A.4.1	FS 13_LBFD013		\$ 1,013				\$ 1,013	\$ 101	\$ 912
A.4.1	FS 21_LBFD021		\$ 1,013				\$ 1,013	\$ 101	\$ 912
A.4.1	HQ_LBFD026	\$ -	\$ -				\$ -	\$ -	\$ -
A.4.1	HQ_LBPDHQ	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Sylmar Converter Station - E_LDWP220	\$ -	\$ -				\$ -	\$ -	\$ -
A.4.1	Lost Hills/Malibu_LHS	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 2_LVFD002	\$ 6,375	\$ 1,013	-	-	-	\$ 1,013	\$ 101	\$ 912
A.4.1	La Verne PD_LVRNPD	\$ 6,375	\$ 1,013	-	-	-	\$ 1,013	\$ 101	\$ 912
A.4.1	FS 1_MBF001		\$ 1,013				\$ 1,013	\$ 101	\$ 912
A.4.1	Mira Loma Detention Facility_MLM	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Monrovia PD_MNRVDP		\$ 1,013				\$ 1,013	\$ 101	\$ 912
A.4.1	Montebello PD_MNTBLPD		\$ 1,013				\$ 1,013	\$ 101	\$ 912
A.4.1	Monterey Park PD_MNTPKPD	\$ 6,375	\$ 1,013	-	-	-	\$ 1,013	\$ 101	\$ 912
A.4.1	Mount Olivet Reservoir_MOR	\$ 6,375	\$ 1,013	-	-	-	\$ 9,860	\$ 986	\$ 8,874
A.4.1	FS 2_MRF002		\$ 1,013				\$ 1,013	\$ 101	\$ 912
A.4.1	FS 3_MTF003		\$ 1,013				\$ 1,013	\$ 101	\$ 912
A.4.1	Mount Washington_MTW	\$ 6,375	\$ 1,013	-	-	-	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Goodrich_PASA001	\$ 6,375	\$ 1,013	-	-	-	\$ 9,860	\$ 986	\$ 8,874
A.4.1	FS 33_PASFD33	\$ 6,375	\$ 1,013	-	-	-	\$ 1,013	\$ 101	\$ 912
A.4.1	Puente Hills_PHN	\$ 6,375	\$ 1,013	-	-	-	\$ 9,860	\$ 986	\$ 8,874
A.4.1	Palmdale_PLM	\$ 6,375	\$ 1,013	-	-	-	\$ 9,860	\$ 986	\$ 8,874
A.4.1	LAC/RANCHO LOS AMIGOS NATIONAL REHAB CTR_RANCHO	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 2_RDBFD02		\$ 1,013				\$ 1,013	\$ 101	\$ 912
A.4.1	Redondo Beach PD_RDNBPD		\$ 1,013				\$ 1,013	\$ 101	\$ 912
A.4.1	Reservoir Hill_REH		\$ 1,013				\$ 1,013	\$ 101	\$ 912
A.4.1	San Pedro City Hall_SCH	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Southeast Area station_SEP	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 3_SFSFD03		\$ 1,013				\$ 1,013	\$ 101	\$ 912
A.4.1	FS 4_SFSFD04		\$ 1,013				\$ 1,013	\$ 101	\$ 912
A.4.1	South L.A._SLA	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 2_SMFD002		\$ 1,013				\$ 1,013	\$ 101	\$ 912
A.4.1	South Gate PD_SOGTPD						\$ -	\$ -	\$ -
A.4.1	San Vicente Peak_SVP	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	Southwest Area station_SWP	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	City Hall Radio Tower_TORC001		\$ 1,013				\$ 1,013	\$ 101	\$ 912
A.4.1	FS 2_TORFD02		\$ 1,013				\$ 1,013	\$ 101	\$ 912
A.4.1	FS 3_TORFD03		\$ 1,013				\$ 1,013	\$ 101	\$ 912
A.4.1	FS 4_TORFD04		\$ 1,013				\$ 1,013	\$ 101	\$ 912
A.4.1	FS 1_VEFD001	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 3_VEFD003	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649

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A.4.1	Walnut/Diamond Bar_WAL	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.1	FS 4_WCFD004		\$ 1,013			-	\$ 1,013	\$ 101	\$ 912
A.4.1	FS 5_WCFD005		\$ 1,013			-	\$ 1,013	\$ 101	\$ 912
A.4.1	West Hollywood_WHD	\$ 6,375	\$ 1,013	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.2	Site Preparation Per Site:	-	-	-	-	-	\$ -	\$ -	\$ -
A.4.2	Alhambra PD_ALHPD01		\$ 4,052			-	\$ 4,052	\$ 405	\$ 3,647
A.4.2	Arcadia PD_ARCPD01	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	Azusa PD_AZPD001	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	Bell Gardens PD_BGPD001	\$ 20,340	\$ 3,232	-	-	-	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	Beverly Hills Rexford Drive_BHR	\$ 25,505	\$ 4,052	-	-	-	\$ 23,134	\$ 2,313	\$ 20,821
A.4.2	Bald Mountain_BMT	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	Baldwin Park PD_BPPD001	\$ 20,340	\$ 3,232	-	-	-	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	Blue Rock_BRK	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	Burnt Peak_BUR		\$ 4,052			-	\$ 4,052	\$ 405	\$ 3,647
A.4.2	Burbank PD_BURPD01	\$ 25,505	\$ 4,052	-	-	-	\$ 23,134	\$ 2,313	\$ 20,821
A.4.2	Criminal Court Building_CCT	\$ 19,080	\$ 3,032	-	-	-	\$ 22,112	\$ 2,211	\$ 19,901
A.4.2	Century_CEN	\$ 20,340	\$ 3,232	-	-	-	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	Carlton J. Peterson Park_CJP	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	Claremont Microwave Tower_CLM	\$ 5,020	\$ 798	-	-	-	\$ 5,818	\$ 582	\$ 5,236
A.4.2	Claremont PD_CLRMPD1					-	\$ -	\$ -	\$ -
A.4.2	FS 2_CPTFD02		\$ 3,232			-	\$ 3,232	\$ 323	\$ 2,909
A.4.2	FS 4_CPTFD04	\$ 20,340	\$ 3,232	-	-	-	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	Culver City Communications Tower_CULV001	\$ 5,020	\$ 798	-	-	-	\$ 5,818	\$ 582	\$ 5,236
A.4.2	Downey PD_DWNYPD1		\$ 3,232			-	\$ 3,232	\$ 323	\$ 2,909
A.4.2	El Monte PD_ELMNTPD	\$ 20,340	\$ 3,232	-	-	-	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	El Segundo PD_ELSGDPD		\$ 3,232			-	\$ 3,232	\$ 323	\$ 2,909
A.4.2	FCCF-HQ_FCCF	\$ 20,340	\$ 3,232	-	-	-	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 5_FS5	\$ 20,340	\$ 3,232	-	-	-	\$ 8,252	\$ 825	\$ 7,427
A.4.2	Gardena_GARD001	\$ 20,340	\$ 3,232	-	-	-	\$ 8,252	\$ 825	\$ 7,427
A.4.2	Glendale Civic Center_GCC		\$ 4,052			-	\$ 4,052	\$ 405	\$ 3,647
A.4.2	Glendale Water & Power UOC_GDWP001	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 23_GLNDL23	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 24_GLNDL24	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 28_GLNDL28	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 3_LACF003	\$ 20,340	\$ 3,232	-	-	-	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 4_LACF004	\$ 20,340	\$ 3,232	-	-	-	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 16_LACF016	\$ 20,340	\$ 3,232	-	-	-	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 21_LACF021	\$ 20,340	\$ 3,232	-	-	-	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 23_LACF023	\$ 20,340	\$ 3,232	-	-	-	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 24_LACF024	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 28_LACF028	\$ 20,340	\$ 3,232	-	-	-	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 30_LACF030	\$ 20,340	\$ 3,232	-	-	-	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 31_LACF031	\$ 20,340	\$ 3,232	-	-	-	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 38_LACF038	\$ 20,340	\$ 3,232	-	-	-	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 44_LACF044	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Project Administration for Site Construction Note 1	Unilateral Option Sum Note 2	Credits Note 3,5	Unused Credits	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.4.2	FS 48_LACF048	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 50_LACF050	\$ 20,340	\$ 3,232	-	-	-	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 53_LACF053	\$ 25,505	\$ 4,052	-	-	-	\$ 4,052	\$ 405	\$ 3,647
A.4.2	FS 56_LACF056	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 58_LACF058	\$ 20,340	\$ 3,232	-	-	-	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 59_LACF059	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 61_LACF061	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 65_LACF065	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 68_LACF068	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 69_LACF069	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 71_LACF071	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 72_LACF072	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 73_LACF073	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 76_LACF076	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 77_LACF077	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 78_LACF078	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 79_LACF079	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 80_LACF080	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 81_LACF081	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 83_LACF083	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 84_LACF084	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 85_LACF085	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 86_LACF086	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 87_LACF087	\$ 20,340	\$ 3,232	-	-	-	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 88_LACF088	\$ 25,505	\$ 4,052	-	-	-	\$ 4,052	\$ 405	\$ 3,647
A.4.2	FS 90_LACF090	\$ 20,340	\$ 3,232	-	-	-	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 91_LACF091	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 92_LACF092	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 93_LACF093	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 95_LACF095	\$ 20,340	\$ 3,232	-	-	-	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 96_LACF096	\$ 20,340	\$ 3,232	-	-	-	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 98_LACF098	\$ 20,340	\$ 3,232	-	-	-	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 99_LACF099	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 102_LACF102	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 105_LACF105	\$ 20,340	\$ 3,232	-	-	-	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 106_LACF106	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 107_LACF107	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS108_LACF108	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 111_LACF111	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS H2_LACFH2	\$ 25,505	\$ 4,052	-	-	-	\$ 4,052	\$ 405	\$ 3,647
A.4.2	FS 114_LACF114	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 117_LACF117	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 118_LACF118	\$ 20,340	\$ 3,232	-	-	-	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 120_LACF120	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 123_LACF123	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 129_LACF129	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 132_LACF132	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 140_LACF140	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 141_LACF141	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601

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A.4.2	FS 144_LACFI44	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 146_LACFI46	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 149_LACFI49	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 151_LACFI51	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS153_LACFI53	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 154_LACFI54	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 157_LACFI57	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	FS 159_LACFI59	\$ 20,340	\$ 3,232	-	-	-	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 161_LACFI61		\$ 3,232	-	-	-	\$ 3,232	\$ 323	\$ 2,909
A.4.2	FS 162_LACFI62		\$ 3,232	-	-	-	\$ 3,232	\$ 323	\$ 2,909
A.4.2	FS 163_LACFI63		\$ 3,232	-	-	-	\$ 3,232	\$ 323	\$ 2,909
A.4.2	FS 164_LACFI64	\$ 20,340	\$ 3,232	-	-	-	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 169_LACFI69	\$ 20,340	\$ 3,232	-	-	-	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 171_LACFI71	\$ 20,340	\$ 3,232	-	-	-	\$ 22,314	\$ 2,231	\$ 20,083
A.4.2	FS 173_LACFI73	\$ 20,340	\$ 3,232	-	-	-	\$ 22,314	\$ 2,231	\$ 20,083
A.4.2	FS 181_LACFI81		\$ 4,052	-	-	-	\$ 4,052	\$ 405	\$ 3,647
A.4.2	FS 183_LACFI83		\$ 3,232	-	-	-	\$ 3,232	\$ 323	\$ 2,909
A.4.2	FS 184_LACFI84		\$ 3,232	-	-	-	\$ 3,232	\$ 323	\$ 2,909
A.4.2	FS 187_LACFI87		\$ 4,052	-	-	-	\$ 4,052	\$ 405	\$ 3,647
A.4.2	FS 188_LACFI88		\$ 4,052	-	-	-	\$ 4,052	\$ 405	\$ 3,647
A.4.2	FS 192_LACFI92	\$ 20,340	\$ 3,232	-	-	-	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 194_LACFI94	\$ 20,340	\$ 3,232	-	-	-	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	CP 2_LACFCP02	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	CP 9_LACFCP09	\$ 25,505	\$ 4,052	-	-	-	\$ 4,052	\$ 405	\$ 3,647
A.4.2	CP 14_LACFCP14	\$ 25,505	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	LAC/HARBOR+UCLA MEDICAL CENTER_LACHAR	\$ 19,080	\$ 3,032	-	-	-	\$ 22,112	\$ 2,211	\$ 19,901
A.4.2	LAC/OLIVEVIEW+UCLA_LACOLV	\$ 19,080	\$ 3,032	-	-	-	\$ 22,112	\$ 2,211	\$ 19,901
A.4.2	LAC/USC MEDICAL CENTER_LACUSC	\$ 19,080	\$ 3,032	-	-	-	\$ 22,112	\$ 2,211	\$ 19,901
A.4.2	FS 005_LAFD005	\$ 20,340	\$ 3,232	-	-	-	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 012_LAFD012	\$ 20,340	\$ 3,232	-	-	-	\$ 3,232	\$ 323	\$ 2,909
A.4.2	FS 015_LAFD015	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.4.2	FS 016_LAFD016	\$ 20,341	\$ 3,232	-	-	-	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	FS 019_LAFD019	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.4.2	FS 029_LAFD029	\$ 20,341	\$ 3,232	-	-	-	\$ 3,232	\$ 323	\$ 2,909
A.4.2	FS 035_LAFD035	\$ 25,506	\$ 4,052	-	-	-	\$ 4,052	\$ 405	\$ 3,647
A.4.2	FS 042_LAFD042	\$ 20,341	\$ 3,232	-	-	-	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	FS 044_LAFD044	\$ 20,341	\$ 3,232	-	-	-	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	FS 047_LAFD047	\$ 20,341	\$ 3,232	-	-	-	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	FS 049_LAFD049	\$ 20,341	\$ 3,232	-	-	-	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	FS 055_LAFD055	\$ 20,341	\$ 3,232	-	-	-	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	FS 061_LAFD061	\$ 20,341	\$ 3,232	-	-	-	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	FS 066_LAFD066	\$ 20,341	\$ 3,232	-	-	-	\$ 23,572	\$ 2,357	\$ 21,215
A.4.2	FS 074_LAFD074	\$ 25,506	\$ 4,052	-	-	-	\$ 9,072	\$ 907	\$ 8,165
A.4.2	FS 076_LAFD076	\$ 25,506	\$ 4,052	-	-	-	\$ 29,558	\$ 2,956	\$ 26,602
A.4.2	FS 077_LAFD077	\$ 25,506	\$ 4,052	-	-	-	\$ 29,558	\$ 2,956	\$ 26,602
A.4.2	FS 079_LAFD079	\$ 20,341	\$ 3,232	-	-	-	\$ 3,232	\$ 323	\$ 2,909
A.4.2	FS 080_LAFD080	\$ 20,341	\$ 3,232	-	-	-	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	FS 081_LAFD081	\$ 20,341	\$ 3,232	-	-	-	\$ 8,252	\$ 825	\$ 7,427

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A.4.2	FS-082_LAFD082	\$ 25,506	\$ 4,052	-	-	-	\$ 4,052	\$ 405	\$ 3,647
A.4.2	FS 084_LAFD084	\$ 25,506	\$ 4,052	-	-	-	\$ 29,558	\$ 2,956	\$ 26,602
A.4.2	FS 085_LAFD085	\$ 20,341	\$ 3,232	-	-	-	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	FS 088_LAFD088	\$ 25,506	\$ 4,052	-	-	-	\$ 29,558	\$ 2,956	\$ 26,602
A.4.2	FS 093_LAFD093	\$ 25,506	\$ 4,052	-	-	-	\$ 29,558	\$ 2,956	\$ 26,602
A.4.2	FS 094_LAFD094	\$ 20,341	\$ 3,232	-	-	-	\$ 23,585	\$ 2,359	\$ 21,226
A.4.2	FS 095_LAFD095	\$ 20,341	\$ 3,232	-	-	-	\$ 23,585	\$ 2,359	\$ 21,226
A.4.2	FS-096_LAFD096	\$ 25,506	\$ 4,052	-	-	-	\$ 4,052	\$ 405	\$ 3,647
A.4.2	FS 097_LAFD097	\$ 25,506	\$ 4,052	-	-	-	\$ 29,558	\$ 2,956	\$ 26,602
A.4.2	FS 101_LAFD101	\$ 25,506	\$ 4,052	-	-	-	\$ 29,558	\$ 2,956	\$ 26,602
A.4.2	FS 105_LAFD105	\$ 25,506	\$ 4,052	-	-	-	\$ 4,052	\$ 405	\$ 3,647
A.4.2	FS 114_LAFD114	\$ 20,341	\$ 3,232	-	-	-	\$ 3,232	\$ 323	\$ 2,909
A.4.2	Hermosa HQ_LALG100		\$ 3,232	-	-	-	\$ 3,232	\$ 323	\$ 2,909
A.4.2	Zuma Lifeguard HQ_LALG300	\$ 25,506	\$ 4,052	-	-	-	\$ 4,052	\$ 405	\$ 3,647
A.4.2	Lifeguard Division_LALG HQ	\$ 20,341	\$ 3,232	-	-	-	\$ 1,771	\$ 177	\$ 1,594
A.4.2	Lancaster_LAN	\$ 25,506	\$ 4,052	-	-	-	\$ 9,072	\$ 907	\$ 8,165
A.4.2	77TH Street Area Complex_LAPD077	\$ 20,341	\$ 3,232	-	-	-	\$ 22,312	\$ 2,231	\$ 20,081
A.4.2	Central Area Complex_LAPDCEN	\$ 20,341	\$ 3,232	-	-	-	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	Devonshire Area station_LAPDDVN	\$ 25,506	\$ 4,052	-	-	-	\$ 29,558	\$ 2,956	\$ 26,602
A.4.2	Foothill Area station_LAPDFTH	\$ 25,506	\$ 4,052	-	-	-	\$ 9,072	\$ 907	\$ 8,165
A.4.2	Hollenbeck Area station_LAPDHLB	\$ 20,341	\$ 3,232	-	-	-	\$ 8,252	\$ 825	\$ 7,427
A.4.2	Hollywood Area station_LAPDHWD	\$ 25,506	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	Mission Area station_LAPDMIS	\$ 25,506	\$ 4,052	-	-	-	\$ 9,072	\$ 907	\$ 8,165
A.4.2	Northeast Area station_LAPDNED	\$ 25,506	\$ 4,052	-	-	-	\$ 9,072	\$ 907	\$ 8,165
A.4.2	North Hollywood Area Station_LAPDNHD	\$ 25,506	\$ 4,052	-	-	-	\$ 29,558	\$ 2,956	\$ 26,602
A.4.2	Newton_LAPDNWT	\$ 20,341	\$ 3,232	-	-	-	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	Olympic Area station_LAPDOLY	\$ 20,341	\$ 3,232	-	-	-	\$ 8,252	\$ 825	\$ 7,427
A.4.2	Pacific Area station_LAPDPAC	\$ 20,341	\$ 3,232	-	-	-	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	Rampart Area station_LAPDRAM	\$ 20,341	\$ 3,232	-	-	-	\$ 8,252	\$ 825	\$ 7,427
A.4.2	Topanga Area station_LAPDTOP	\$ 20,341	\$ 3,232	-	-	-	\$ 8,252	\$ 825	\$ 7,427
A.4.2	Valley Dispatch Center_LAPDVDC	\$ 25,506	\$ 4,052	-	-	-	\$ 29,558	\$ 2,956	\$ 26,602
A.4.2	Van Nuys Area station_LAPDVNS	\$ 20,341	\$ 3,232	-	-	-	\$ 22,312	\$ 2,231	\$ 20,081
A.4.2	Wilshire Area station_LAPDWIL	\$ 20,341	\$ 3,232	-	-	-	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	West Los Angeles Area station_LAPDWLA	\$ 20,341	\$ 3,232	-	-	-	\$ 8,252	\$ 825	\$ 7,427
A.4.2	West Valley Area facility_LAPDWVD	\$ 20,341	\$ 3,232	-	-	-	\$ 8,252	\$ 825	\$ 7,427
A.4.2	Altadena_LASDALD	\$ 25,506	\$ 4,052	-	-	-	\$ 29,558	\$ 2,956	\$ 26,602
A.4.2	Carson_LASDCSN	\$ 20,341	\$ 3,232	-	-	-	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	Crescenta Valley_LASDCVS	\$ 25,506	\$ 4,052	-	-	-	\$ 29,557	\$ 2,956	\$ 26,601
A.4.2	Industry_LASDIDT	\$ 20,341	\$ 3,232	-	-	-	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	Lakewood_LASDLKD	\$ 20,341	\$ 3,232	-	-	-	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	Lennox (Closed)_LASDLNX	\$ 20,341	\$ 3,232	-	-	-	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	North County Correctional Facility_LASDNCC	\$ 25,506	\$ 4,052	-	-	-	\$ 22,112	\$ 2,211	\$ 19,901
A.4.2	Norwalk_LASDNWK	\$ 20,341	\$ 3,232	-	-	-	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	Pico Rivera_LASDPRV	\$ 20,341	\$ 3,232	-	-	-	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	Santa Clarita Valley_LASDSCV	\$ 25,506	\$ 4,052	-	-	-	\$ 29,558	\$ 2,956	\$ 26,602
A.4.2	San Dimas_LASDSDM	\$ 25,506	\$ 4,052	-	-	-	\$ 9,072	\$ 907	\$ 8,165

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A.4.2	Temple_LASDTEM	\$ 25,506	\$ 4,052	-	-	-	\$ 29,558	\$ 2,956	\$ 26,602
A.4.2	FS 2_LBFD002		\$ 3,232			-	\$ 3,232	\$ 323	\$ 2,909
A.4.2	FS 6_LBFD006		\$ 3,232			-	\$ 3,232	\$ 323	\$ 2,909
A.4.2	FS 9_LBFD009		\$ 3,232			-	\$ 3,232	\$ 323	\$ 2,909
A.4.2	FS 12_LBFD012	\$ -	\$ -	-		-	\$ -	\$ -	\$ -
A.4.2	FS 13_LBFD013		\$ 3,232			-	\$ 3,232	\$ 323	\$ 2,909
A.4.2	FS 21_LBFD021		\$ 3,232			-	\$ 3,232	\$ 323	\$ 2,909
A.4.2	HQ_LBFD026	\$ -	\$ -	-		-	\$ -	\$ -	\$ -
A.4.2	HQ_LBPDHQ	\$ 19,081	\$ 3,032	-		-	\$ 22,113	\$ 2,211	\$ 19,902
A.4.2	Sylmar Converter Station - E_LDWP220	\$ -	\$ -	-		-	\$ -	\$ -	\$ -
A.4.2	Lost Hills/Malibu_LHS	\$ 25,506	\$ 4,052	-		-	\$ 29,558	\$ 2,956	\$ 26,602
A.4.2	FS 2_LVFD002	\$ 25,506	\$ 4,052	-		-	\$ 4,052	\$ 405	\$ 3,647
A.4.2	La Verne PD_LVRNPD	\$ 25,506	\$ 4,052	-		-	\$ 4,052	\$ 405	\$ 3,647
A.4.2	FS 1_MBFD001		\$ 3,232			-	\$ 3,232	\$ 323	\$ 2,909
A.4.2	Mira Loma Detention Facility_MLM	\$ 25,506	\$ 4,052	-		-	\$ 29,558	\$ 2,956	\$ 26,602
A.4.2	Monrovia PD_MNRVDP		\$ 4,052			-	\$ 4,052	\$ 405	\$ 3,647
A.4.2	Montebello PD_MNTBLPD		\$ 3,232			-	\$ 3,232	\$ 323	\$ 2,909
A.4.2	Monterey Park PD_MNTPKPD	\$ 20,341	\$ 3,232	-		-	\$ 3,232	\$ 323	\$ 2,909
A.4.2	Mount Olivet Reservoir_MOR	\$ 25,506	\$ 4,052	-		-	\$ 9,072	\$ 907	\$ 8,165
A.4.2	FS 2_MRFD002		\$ 4,052			-	\$ 4,052	\$ 405	\$ 3,647
A.4.2	FS 3_MTBFD03		\$ 3,232			-	\$ 3,232	\$ 323	\$ 2,909
A.4.2	Mount Washington_MTW	\$ 20,341	\$ 3,232	-		-	\$ 8,252	\$ 825	\$ 7,427
A.4.2	Goodrich_PASA001	\$ 25,506	\$ 4,052	-		-	\$ 9,073	\$ 907	\$ 8,166
A.4.2	FS 33_PASFD33	\$ 25,506	\$ 4,052	-		-	\$ 4,052	\$ 405	\$ 3,647
A.4.2	Puente Hills_PHN	\$ 25,506	\$ 4,052	-		-	\$ 9,073	\$ 907	\$ 8,166
A.4.2	Palmdale_PLM	\$ 25,506	\$ 4,052	-		-	\$ 9,073	\$ 907	\$ 8,166
A.4.2	LAC/RANCHO LOS AMIGOS NATIONAL REHAB CTR_RANCHO	\$ 20,341	\$ 3,232	-		-	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	FS 2_RDBFD02		\$ 3,232			-	\$ 3,232	\$ 323	\$ 2,909
A.4.2	Redondo Beach PD_RDNBPD		\$ 4,052			-	\$ 4,052	\$ 405	\$ 3,647
A.4.2	Reservoir Hill_REH		\$ 3,232			-	\$ 3,232	\$ 323	\$ 2,909
A.4.2	San Pedro City Hall_SCH	\$ 19,081	\$ 3,032	-		-	\$ 22,113	\$ 2,211	\$ 19,902
A.4.2	Southeast Area station_SEP	\$ 20,341	\$ 3,232	-		-	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	FS 3_SFSFD03		\$ 3,232			-	\$ 3,232	\$ 323	\$ 2,909
A.4.2	FS 4_SFSFD04		\$ 3,232			-	\$ 3,232	\$ 323	\$ 2,909
A.4.2	South L.A._SLA	\$ 20,341	\$ 3,232	-		-	\$ 22,112	\$ 2,211	\$ 19,901
A.4.2	FS 2_SMFD002		\$ 4,052			-	\$ 4,052	\$ 405	\$ 3,647
A.4.2	South Gate PD_SOGTPD					-	\$ -	\$ -	\$ -
A.4.2	San Vicente Peak_SVP	\$ 25,506	\$ 4,052	-		-	\$ 29,558	\$ 2,956	\$ 26,602
A.4.2	Southwest Area station_SWP	\$ 20,341	\$ 3,232	-		-	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	City Hall Radio Tower_TORC001		\$ 3,232			-	\$ 3,232	\$ 323	\$ 2,909
A.4.2	FS 2_TORFD02		\$ 4,052			-	\$ 4,052	\$ 405	\$ 3,647
A.4.2	FS 3_TORFD03		\$ 3,232			-	\$ 3,232	\$ 323	\$ 2,909
A.4.2	FS 4_TORFD04		\$ 4,052			-	\$ 4,052	\$ 405	\$ 3,647
A.4.2	FS 1_VEFD001	\$ 20,341	\$ 3,232	-		-	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	FS 3_VEFD003	\$ 20,341	\$ 3,232	-		-	\$ 23,573	\$ 2,357	\$ 21,216
A.4.2	Walnut/Diamond Bar_WAL	\$ 25,506	\$ 4,052	-		-	\$ 29,558	\$ 2,956	\$ 26,602
A.4.2	FS 4_WCFD004		\$ 4,052			-	\$ 4,052	\$ 405	\$ 3,647

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A.4.2	FS 5_WCFD005		\$ 4,052		-	-	\$ 4,052	\$ 405	\$ 3,647
A.4.2	West Hollywood_WHD	\$ 25,506	\$ 4,052	-	-	-	\$ 29,558	\$ 2,956	\$ 26,602
A.4.3	Construct Site Improvements Per Site:	-	-	-	-	-	-	-	-
A.4.3	Alhambra PD_ALHPD01		\$ 22,732		-	-	\$ 22,732	\$ 2,273	\$ 20,459
A.4.3	Arcadia PD_ARCPD01	\$ 143,077	\$ 22,732	-	-	-	\$ 161,273	\$ 16,127	\$ 145,146
A.4.3	Azusa PD_AZPD001	\$ 143,077	\$ 22,732	-	-	-	\$ 221,352	\$ 22,135	\$ 199,217
A.4.3	Bell Gardens PD_BGPD001	\$ 143,077	\$ 22,732	-	-	-	\$ 165,809	\$ 16,581	\$ 149,228
A.4.3	Beverly Hills Rexford Drive_BHR	\$ 143,077	\$ 22,732	-	-	-	\$ 85,600	\$ 8,560	\$ 77,040
A.4.3	Bald Mountain_BMT	\$ 131,284	\$ 20,858	-	-	-	\$ 152,142	\$ 15,214	\$ 136,928
A.4.3	Baldwin Park PD_BPPD001	\$ 143,077	\$ 22,732	-	-	-	\$ 165,809	\$ 16,581	\$ 149,228
A.4.3	Blue Rock_BRK	\$ 143,077	\$ 22,732	-	-	-	\$ 165,809	\$ 16,581	\$ 149,228
A.4.3	Burnt Peak_BUR	\$ 105,510	\$ 16,763	-	-	-	\$ 16,763	\$ 1,676	\$ 15,087
A.4.3	Burbank PD_BURPD01	\$ 143,077	\$ 22,732	-	-	-	\$ 43,768	\$ 4,377	\$ 39,391
A.4.3	Criminal Court Building_CCT	\$ 62,869	\$ 9,988	-	-	-	\$ 72,857	\$ 7,286	\$ 65,571
A.4.3	Century_CEN	\$ 131,284	\$ 20,858	-	-	-	\$ 152,142	\$ 15,214	\$ 136,928
A.4.3	Carlton J. Peterson Park_CJP	\$ 131,284	\$ 20,858	-	-	-	\$ 152,142	\$ 15,214	\$ 136,928
A.4.3	Claremont Microwave Tower_CLM	\$ 16,528	\$ 2,626	-	-	-	\$ 19,154	\$ 1,915	\$ 17,239
A.4.3	Claremont PD_CLRMPD1						\$ -	\$ -	\$ -
A.4.3	FS 2_CPTFD02	\$ 131,284	\$ 20,858	-	-	-	\$ 20,858	\$ 2,086	\$ 18,772
A.4.3	FS 4_CPTFD04	\$ 143,077	\$ 22,732	-	-	-	\$ 165,809	\$ 16,581	\$ 149,228
A.4.3	Culver City Communications Tower_CULV001	\$ 16,528	\$ 2,626	-	-	-	\$ 19,154	\$ 1,915	\$ 17,239
A.4.3	Downey PD_DWNYPD1		\$ 22,732		-	-	\$ 22,732	\$ 2,273	\$ 20,459
A.4.3	El Monte PD_ELMNTPD	\$ 131,284	\$ 20,858	-	-	-	\$ 238,075	\$ 23,808	\$ 214,267
A.4.3	El Segundo PD_ELSGDPD		\$ 22,732		-	-	\$ 22,732	\$ 2,273	\$ 20,459
A.4.3	FCCF -HQ_FCCF	\$ 143,077	\$ 22,732	-	-	-	\$ 165,809	\$ 16,581	\$ 149,228
A.4.3	FS 5_FS5	\$ 143,077	\$ 22,732	-	-	-	\$ 39,260	\$ 3,926	\$ 35,334
A.4.3	Gardena_GARD001	\$ 143,077	\$ 22,732	-	-	-	\$ 39,260	\$ 3,926	\$ 35,334
A.4.3	Glendale Civic Center_GCC	\$ 131,284	\$ 20,858	-	-	-	\$ 20,858	\$ 2,086	\$ 18,772
A.4.3	Glendale Water & Power UOC_GDWP001	\$ 143,077	\$ 22,732	-	-	-	\$ 165,809	\$ 16,581	\$ 149,228
A.4.3	FS 23_GLNDL23	\$ 131,284	\$ 20,858	-	-	-	\$ 152,142	\$ 15,214	\$ 136,928
A.4.3	FS 24_GLNDL24	\$ 131,284	\$ 20,858	-	-	-	\$ 152,142	\$ 15,214	\$ 136,928
A.4.3	FS 28_GLNDL28	\$ 131,284	\$ 20,858	-	-	-	\$ 152,142	\$ 15,214	\$ 136,928
A.4.3	FS 3_LACF003	\$ 143,077	\$ 22,732	-	-	-	\$ 258,222	\$ 25,822	\$ 232,400
A.4.3	FS 4_LACF004	\$ 143,077	\$ 22,732	-	-	-	\$ 165,809	\$ 16,581	\$ 149,228
A.4.3	FS 16_LACF016	\$ 143,077	\$ 22,732	-	-	-	\$ 290,591	\$ 29,059	\$ 261,532
A.4.3	FS 21_LACF021	\$ 131,284	\$ 20,858	-	-	-	\$ 405,987	\$ 40,599	\$ 365,388
A.4.3	FS 23_LACF023	\$ 143,077	\$ 22,732	-	-	-	\$ 290,591	\$ 29,059	\$ 261,532
A.4.3	FS 24_LACF024	\$ 143,077	\$ 22,732	-	-	-	\$ 290,591	\$ 29,059	\$ 261,532
A.4.3	FS 28_LACF028	\$ 131,284	\$ 20,858	-	-	-	\$ 152,142	\$ 15,214	\$ 136,928
A.4.3	FS 30_LACF030	\$ 143,077	\$ 22,732	-	-	-	\$ 218,980	\$ 21,898	\$ 197,082
A.4.3	FS 31_LACF031	\$ 143,077	\$ 22,732	-	-	-	\$ 332,948	\$ 33,295	\$ 299,653
A.4.3	FS 38_LACF038	\$ 131,284	\$ 20,858	-	-	-	\$ 276,924	\$ 27,692	\$ 249,232
A.4.3	FS 44_LACF044	\$ 143,077	\$ 22,732	-	-	-	\$ 218,980	\$ 21,898	\$ 197,082
A.4.3	FS 48_LACF048	\$ 143,077	\$ 22,732	-	-	-	\$ 165,809	\$ 16,581	\$ 149,228
A.4.3	FS 50_LACF050	\$ 143,077	\$ 22,732	-	-	-	\$ 165,809	\$ 16,581	\$ 149,228

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A.4.3	FS 53_LACF053	\$ 131,284	\$ 20,858	-	-	-	\$ 74,029	\$ 7,403	\$ 66,626
A.4.3	FS 56_LACF056	\$ 143,077	\$ 22,732	-	-	-	\$ 271,285	\$ 27,129	\$ 244,156
A.4.3	FS 58_LACF058	\$ 131,284	\$ 20,858	-	-	-	\$ 276,924	\$ 27,692	\$ 249,232
A.4.3	FS 59_LACF059	\$ 143,077	\$ 22,732	-	-	-	\$ 258,222	\$ 25,822	\$ 232,400
A.4.3	FS 61_LACF061	\$ 131,284	\$ 20,858	-	-	-	\$ 152,142	\$ 15,214	\$ 136,928
A.4.3	FS 65_LACF065	\$ 131,284	\$ 20,858	-	-	-	\$ 402,500	\$ 40,250	\$ 362,250
A.4.3	FS 68_LACF068	\$ 131,284	\$ 20,858	-	-	-	\$ 205,313	\$ 20,531	\$ 184,782
A.4.3	FS 69_LACF069	\$ 131,284	\$ 20,858	-	-	-	\$ 402,500	\$ 40,250	\$ 362,250
A.4.3	FS 71_LACF071	\$ 103,115	\$ 16,383	-	-	-	\$ 147,668	\$ 14,767	\$ 132,901
A.4.3	FS 72_LACF072	\$ 103,115	\$ 16,383	-	-	-	\$ 183,093	\$ 18,309	\$ 164,784
A.4.3	FS 73_LACF073	\$ 131,284	\$ 20,858	-	-	-	\$ 152,142	\$ 15,214	\$ 136,928
A.4.3	FS 76_LACF076	\$ 131,284	\$ 20,858	-	-	-	\$ 244,555	\$ 24,456	\$ 220,099
A.4.3	FS 77_LACF077	\$ 131,284	\$ 20,858	-	-	-	\$ 152,142	\$ 15,214	\$ 136,928
A.4.3	FS 78_LACF078	\$ 131,284	\$ 20,858	-	-	-	\$ 152,142	\$ 15,214	\$ 136,928
A.4.3	FS 79_LACF079	\$ 131,284	\$ 20,858	-	-	-	\$ 152,142	\$ 15,214	\$ 136,928
A.4.3	FS 80_LACF080	\$ 131,284	\$ 20,858	-	-	-	\$ 152,142	\$ 15,214	\$ 136,928
A.4.3	FS 81_LACF081	\$ 131,284	\$ 20,858	-	-	-	\$ 152,142	\$ 15,214	\$ 136,928
A.4.3	FS 83_LACF083	\$ 131,284	\$ 20,858	-	-	-	\$ 276,924	\$ 27,692	\$ 249,232
A.4.3	FS 84_LACF084	\$ 131,284	\$ 20,858	-	-	-	\$ 276,924	\$ 27,692	\$ 249,232
A.4.3	FS 85_LACF085	\$ 143,077	\$ 22,732	-	-	-	\$ 290,591	\$ 29,059	\$ 261,532
A.4.3	FS 86_LACF086	\$ 131,284	\$ 20,858	-	-	-	\$ 276,924	\$ 27,692	\$ 249,232
A.4.3	FS 87_LACF087	\$ 131,284	\$ 20,858	-	-	-	\$ 152,142	\$ 15,214	\$ 136,928
A.4.3	FS 88_LACF088	\$ 103,115	\$ 16,383	-	-	-	\$ 16,383	\$ 1,638	\$ 14,745
A.4.3	FS 90_LACF090	\$ 143,077	\$ 22,732	-	-	-	\$ 290,591	\$ 29,059	\$ 261,532
A.4.3	FS 91_LACF091	\$ 131,284	\$ 20,858	-	-	-	\$ 276,924	\$ 27,692	\$ 249,232
A.4.3	FS 92_LACF092	\$ 143,077	\$ 22,732	-	-	-	\$ 165,809	\$ 16,581	\$ 149,228
A.4.3	FS 93_LACF093	\$ 143,077	\$ 22,732	-	-	-	\$ 165,809	\$ 16,581	\$ 149,228
A.4.3	FS 95_LACF095	\$ 131,284	\$ 20,858	-	-	-	\$ 269,410	\$ 26,941	\$ 242,469
A.4.3	FS 96_LACF096	\$ 143,077	\$ 22,732	-	-	-	\$ 290,591	\$ 29,059	\$ 261,532
A.4.3	FS 98_LACF098	\$ 143,077	\$ 22,732	-	-	-	\$ 165,809	\$ 16,581	\$ 149,228
A.4.3	FS 99_LACF099	\$ 103,115	\$ 16,383	-	-	-	\$ 147,668	\$ 14,767	\$ 132,901
A.4.3	FS 102_LACF102	\$ 143,077	\$ 22,732	-	-	-	\$ 290,591	\$ 29,059	\$ 261,532
A.4.3	FS 105_LACF105	\$ 131,284	\$ 20,858	-	-	-	\$ 152,142	\$ 15,214	\$ 136,928
A.4.3	FS 106_LACF106	\$ 131,284	\$ 20,858	-	-	-	\$ 228,142	\$ 22,814	\$ 205,328
A.4.3	FS 107_LACF107	\$ 131,284	\$ 20,858	-	-	-	\$ 276,924	\$ 27,692	\$ 249,232
A.4.3	FS108_LACF108	\$ 131,284	\$ 20,858	-	-	-	\$ 152,142	\$ 15,214	\$ 136,928
A.4.3	FS 111_LACF111	\$ 131,284	\$ 20,858	-	-	-	\$ 276,924	\$ 27,692	\$ 249,232
A.4.3	FS 112_LACF112	\$ 131,284	\$ 20,858	-	-	-	\$ 20,858	\$ 2,086	\$ 18,772
A.4.3	FS 114_LACF114	\$ 131,284	\$ 20,858	-	-	-	\$ 152,142	\$ 15,214	\$ 136,928
A.4.3	FS 117_LACF117	\$ 143,077	\$ 22,732	-	-	-	\$ 290,591	\$ 29,059	\$ 261,532
A.4.3	FS 118_LACF118	\$ 143,077	\$ 22,732	-	-	-	\$ 350,798	\$ 35,080	\$ 315,718
A.4.3	FS 120_LACF120	\$ 131,284	\$ 20,858	-	-	-	\$ 276,924	\$ 27,692	\$ 249,232
A.4.3	FS 123_LACF123	\$ 143,077	\$ 22,732	-	-	-	\$ 290,591	\$ 29,059	\$ 261,532
A.4.3	FS 129_LACF129	\$ 143,077	\$ 22,732	-	-	-	\$ 165,809	\$ 16,581	\$ 149,228
A.4.3	FS 132_LACF132	\$ 131,284	\$ 20,858	-	-	-	\$ 276,924	\$ 27,692	\$ 249,232
A.4.3	FS 140_LACF140	\$ 131,284	\$ 20,858	-	-	-	\$ 152,142	\$ 15,214	\$ 136,928
A.4.3	FS 141_LACF141	\$ 131,284	\$ 20,858	-	-	-	\$ 276,924	\$ 27,692	\$ 249,232
A.4.3	FS 144_LACF144	\$ 131,284	\$ 20,858	-	-	-	\$ 276,924	\$ 27,692	\$ 249,232
A.4.3	FS 146_LACF146	\$ 131,284	\$ 20,858	-	-	-	\$ 284,279	\$ 28,428	\$ 255,851

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A.4.3	FS 149_LACFI149	\$ 131,284	\$ 20,858	-	-	-	\$ 269,410	\$ 26,941	\$ 242,469
A.4.3	FS 151_LACFI151	\$ 143,077	\$ 22,732	-	-	-	\$ 290,591	\$ 29,059	\$ 261,532
A.4.3	FS153_LACFI153	\$ 131,284	\$ 20,858	-	-	-	\$ 152,142	\$ 15,214	\$ 136,928
A.4.3	FS 154_LACFI154	\$ 143,077	\$ 22,732	-	-	-	\$ 165,809	\$ 16,581	\$ 149,228
A.4.3	FS 157_LACFI157	\$ 131,284	\$ 20,858	-	-	-	\$ 276,924	\$ 27,692	\$ 249,232
A.4.3	FS 159_LACFI159	\$ 143,077	\$ 22,732	-	-	-	\$ 165,809	\$ 16,581	\$ 149,228
A.4.3	FS 161_LACFI161		\$ 22,732	-	-	-	\$ 22,732	\$ 2,273	\$ 20,459
A.4.3	FS 162_LACFI162		\$ 20,858	-	-	-	\$ 20,858	\$ 2,086	\$ 18,772
A.4.3	FS 163_LACFI163		\$ 22,732	-	-	-	\$ 22,732	\$ 2,273	\$ 20,459
A.4.3	FS 164_LACFI164	\$ 143,077	\$ 22,732	-	-	-	\$ 165,809	\$ 16,581	\$ 149,228
A.4.3	FS 169_LACFI169	\$ 143,077	\$ 22,732	-	-	-	\$ 165,809	\$ 16,581	\$ 149,228
A.4.3	FS 171_LACFI171	\$ 143,077	\$ 22,732	-	-	-	\$ 85,600	\$ 8,560	\$ 77,040
A.4.3	FS 173_LACFI173	\$ 143,077	\$ 22,732	-	-	-	\$ 85,600	\$ 8,560	\$ 77,040
A.4.3	FS 181_LACFI181		\$ 22,732	-	-	-	\$ 22,732	\$ 2,273	\$ 20,459
A.4.3	FS 183_LACFI183		\$ 22,732	-	-	-	\$ 22,732	\$ 2,273	\$ 20,459
A.4.3	FS 184_LACFI184		\$ 22,732	-	-	-	\$ 22,732	\$ 2,273	\$ 20,459
A.4.3	FS 187_LACFI187		\$ 20,858	-	-	-	\$ 20,858	\$ 2,086	\$ 18,772
A.4.3	FS 188_LACFI188		\$ 20,858	-	-	-	\$ 20,858	\$ 2,086	\$ 18,772
A.4.3	FS 192_LACFI192	\$ 131,285	\$ 20,858	-	-	-	\$ 238,075	\$ 23,808	\$ 214,267
A.4.3	FS 194_LACFI194	\$ 131,285	\$ 20,858	-	-	-	\$ 152,143	\$ 15,214	\$ 136,929
A.4.3	CP 2_LACFCP02	\$ 131,285	\$ 20,858	-	-	-	\$ 129,777	\$ 12,978	\$ 116,799
A.4.3	CP 9_LACFCP09	\$ 143,078	\$ 22,732	-	-	-	\$ 22,732	\$ 2,273	\$ 20,459
A.4.3	CP 14_LACFCP14	\$ 131,285	\$ 20,858	-	-	-	\$ 152,143	\$ 15,214	\$ 136,929
A.4.3	LAC/HARBOR+UCLA MEDICAL CENTER_LACHAR	\$ 62,870	\$ 9,988	-	-	-	\$ 72,858	\$ 7,286	\$ 65,572
A.4.3	LAC/OLIVEVIEW+UCLA_LACOLV	\$ 74,663	\$ 11,862	-	-	-	\$ 86,525	\$ 8,653	\$ 77,872
A.4.3	LAC/USC MEDICAL CENTER_LACUSC	\$ 62,870	\$ 9,988	-	-	-	\$ 72,858	\$ 7,286	\$ 65,572
A.4.3	FS 005_LAFD005	\$ 143,078	\$ 22,732	-	-	-	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	FS 012_LAFD012	\$ 131,285	\$ 20,858	-	-	-	\$ 20,858	\$ 2,086	\$ 18,772
A.4.3	FS 015_LAFD015	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.4.3	FS 016_LAFD016	\$ 143,078	\$ 22,732	-	-	-	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	FS 019_LAFD019	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.4.3	FS 029_LAFD029	\$ 131,285	\$ 20,858	-	-	-	\$ 20,858	\$ 2,086	\$ 18,772
A.4.3	FS 035_LAFD035	\$ 131,285	\$ 20,858	-	-	-	\$ 20,858	\$ 2,086	\$ 18,772
A.4.3	FS 042_LAFD042	\$ 143,078	\$ 22,732	-	-	-	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	FS 044_LAFD044	\$ 143,078	\$ 22,732	-	-	-	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	FS 047_LAFD047	\$ 131,285	\$ 20,858	-	-	-	\$ 152,143	\$ 15,214	\$ 136,929
A.4.3	FS 049_LAFD049	\$ 143,078	\$ 22,732	-	-	-	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	FS 055_LAFD055	\$ 143,078	\$ 22,732	-	-	-	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	FS 061_LAFD061	\$ 143,078	\$ 22,732	-	-	-	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	FS 066_LAFD066	\$ 143,078	\$ 22,732	-	-	-	\$ 271,285	\$ 27,129	\$ 244,156
A.4.3	FS 074_LAFD074	\$ 131,285	\$ 20,858	-	-	-	\$ 37,386	\$ 3,739	\$ 33,647
A.4.3	FS 076_LAFD076	\$ 131,285	\$ 20,858	-	-	-	\$ 152,143	\$ 15,214	\$ 136,929
A.4.3	FS 077_LAFD077	\$ 131,285	\$ 20,858	-	-	-	\$ 152,143	\$ 15,214	\$ 136,929
A.4.3	FS 079_LAFD079	\$ 143,078	\$ 22,732	-	-	-	\$ 22,732	\$ 2,273	\$ 20,459
A.4.3	FS 080_LAFD080	\$ 131,285	\$ 20,858	-	-	-	\$ 152,143	\$ 15,214	\$ 136,929
A.4.3	FS 081_LAFD081	\$ 143,078	\$ 22,732	-	-	-	\$ 39,260	\$ 3,926	\$ 35,334
A.4.3	FS 082_LAFD082	\$ 143,078	\$ 22,732	-	-	-	\$ 22,732	\$ 2,273	\$ 20,459
A.4.3	FS 084_LAFD084	\$ 131,285	\$ 20,858	-	-	-	\$ 152,143	\$ 15,214	\$ 136,929

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Project Administration for Site Construction Note 1	Unilateral Option Sum Note 2	Credits Note 3,5	Unused Credits	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.4.3	FS 085_LAFD085	\$ 143,078	\$ 22,732	-	-	-	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	FS 088_LAFD088	\$ 143,078	\$ 22,732	-	-	-	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	FS 093_LAFD093	\$ 143,078	\$ 22,732	-	-	-	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	FS 094_LAFD094	\$ 143,078	\$ 22,732	-	-	-	\$ 239,949	\$ 23,995	\$ 215,954
A.4.3	FS 095_LAFD095	\$ 131,285	\$ 20,858	-	-	-	\$ 219,478	\$ 21,948	\$ 197,530
A.4.3	FS 096_LAFD096	\$ 143,078	\$ 22,732	-	-	-	\$ 22,732	\$ 2,273	\$ 20,459
A.4.3	FS 097_LAFD097	\$ 131,285	\$ 20,858	-	-	-	\$ 152,143	\$ 15,214	\$ 136,929
A.4.3	FS 101_LAFD101	\$ 131,285	\$ 20,858	-	-	-	\$ 152,143	\$ 15,214	\$ 136,929
A.4.3	FS 105_LAFD105	\$ 131,285	\$ 20,858	-	-	-	\$ 20,858	\$ 2,086	\$ 18,772
A.4.3	FS 114_LAFD114	\$ 143,078	\$ 22,732	-	-	-	\$ 22,732	\$ 2,273	\$ 20,459
A.4.3	Hermosa HQ_LALG100		\$ 22,732	-	-	-	\$ 22,732	\$ 2,273	\$ 20,459
A.4.3	Zuma Lifeguard HQ_LALG300	\$ 114,909	\$ 18,256	-	-	-	\$ 18,256	\$ 1,826	\$ 16,430
A.4.3	Lifeguard Division_LALG-HQ	\$ 143,078	\$ 22,732	-	-	-	\$ 22,732	\$ 2,273	\$ 20,459
A.4.3	Lancaster_LAN	\$ 143,078	\$ 22,732	-	-	-	\$ 40,760	\$ 4,076	\$ 36,684
A.4.3	77TH Street Area Complex_LAPD077	\$ 143,078	\$ 22,732	-	-	-	\$ 85,602	\$ 8,560	\$ 77,042
A.4.3	Central Area Complex_LAPDCEN	\$ 131,285	\$ 20,858	-	-	-	\$ 152,143	\$ 15,214	\$ 136,929
A.4.3	Devonshire Area station_LAPDDVN	\$ 143,078	\$ 22,732	-	-	-	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	Foothill Area station_LAPDFTH	\$ 143,078	\$ 22,732	-	-	-	\$ 39,260	\$ 3,926	\$ 35,334
A.4.3	Hollenbeck Area station_LAPDHLB	\$ 143,078	\$ 22,732	-	-	-	\$ 39,260	\$ 3,926	\$ 35,334
A.4.3	Hollywood Area station_LAPDHWD	\$ 143,078	\$ 22,732	-	-	-	\$ 167,310	\$ 16,731	\$ 150,579
A.4.3	Mission Area station_LAPDMIS	\$ 131,285	\$ 20,858	-	-	-	\$ 37,386	\$ 3,739	\$ 33,647
A.4.3	Northeast Area station_LAPDNED	\$ 143,078	\$ 22,732	-	-	-	\$ 39,260	\$ 3,926	\$ 35,334
A.4.3	North Hollywood Area Station_LAPDNHD	\$ 143,078	\$ 22,732	-	-	-	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	Newton_LAPDNWT	\$ 143,078	\$ 22,732	-	-	-	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	Olympic Area station_LAPDOLY	\$ 143,078	\$ 22,732	-	-	-	\$ 39,260	\$ 3,926	\$ 35,334
A.4.3	Pacific Area station_LAPDPAC	\$ 143,078	\$ 22,732	-	-	-	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	Rampart Area station_LAPDRAM	\$ 143,078	\$ 22,732	-	-	-	\$ 39,260	\$ 3,926	\$ 35,334
A.4.3	Topanga Area station_LAPDTPA	\$ 143,078	\$ 22,732	-	-	-	\$ 39,260	\$ 3,926	\$ 35,334
A.4.3	Valley Dispatch Center_LAPDVDC	\$ 143,078	\$ 22,732	-	-	-	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	Van Nuys Area station_LAPDVNS	\$ 143,078	\$ 22,732	-	-	-	\$ 97,396	\$ 9,740	\$ 87,656
A.4.3	Wilshire Area station_LAPDWIL	\$ 131,285	\$ 20,858	-	-	-	\$ 152,143	\$ 15,214	\$ 136,929
A.4.3	West Los Angeles Area station_LAPDWLA	\$ 143,078	\$ 22,732	-	-	-	\$ 39,260	\$ 3,926	\$ 35,334
A.4.3	West Valley Area facility_LAPDWVD	\$ 143,078	\$ 22,732	-	-	-	\$ 39,260	\$ 3,926	\$ 35,334
A.4.3	Altadena_LASDALD	\$ 143,078	\$ 22,732	-	-	-	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	Carson_LASDCSN	\$ 143,078	\$ 22,732	-	-	-	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	Crescenta Valley_LASDCVS	\$ 143,078	\$ 22,732	-	-	-	\$ 136,317	\$ 13,632	\$ 122,685
A.4.3	Industry_LASDIDT	\$ 143,078	\$ 22,732	-	-	-	\$ 226,016	\$ 22,602	\$ 203,414
A.4.3	Lakewood_LASDLKD	\$ 143,078	\$ 22,732	-	-	-	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	Lennox (Closed)_LASDLNX	\$ 143,078	\$ 22,732	-	-	-	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	North County Correctional Facility_LASDNCC	\$ 131,285	\$ 20,858	-	-	-	\$ 152,143	\$ 15,214	\$ 136,929
A.4.3	Norwalk_LASDNWK	\$ 143,078	\$ 22,732	-	-	-	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	Pico Rivera_LASDPRV	\$ 131,285	\$ 20,858	-	-	-	\$ 219,478	\$ 21,948	\$ 197,530
A.4.3	Santa Clarita Valley_LASDSCV	\$ 143,078	\$ 22,732	-	-	-	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	San Dimas_LASDSDM	\$ 131,285	\$ 20,858	-	-	-	\$ 37,386	\$ 3,739	\$ 33,647
A.4.3	Temple_LASDTEM	\$ 143,078	\$ 22,732	-	-	-	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	FS 2_LBFD002		\$ 22,732	-	-	-	\$ 22,732	\$ 2,273	\$ 20,459

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Project Administration for Site Construction Note 1	Unilateral Option Sum Note 2	Credits Note 3,5	Unused Credits	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.4.3	FS_6_LBFD006		\$ 20,858		-	-	\$ 20,858	\$ 2,086	\$ 18,772
A.4.3	FS_9_LBFD009		\$ 22,732		-	-	\$ 22,732	\$ 2,273	\$ 20,459
A.4.3	FS_12_LBFD012	\$ -	-	-	-	-	-	-	-
A.4.3	FS_13_LBFD013		\$ 20,858		-	-	\$ 20,858	\$ 2,086	\$ 18,772
A.4.3	FS_21_LBFD021		\$ 20,858		-	-	\$ 20,858	\$ 2,086	\$ 18,772
A.4.3	HQ_LBFD026	\$ -	-	-	-	-	-	-	-
A.4.3	HQ_LBPDHQ	\$ 62,870	\$ 9,988		-	-	\$ 72,858	\$ 7,286	\$ 65,572
A.4.3	Sylmar Converter Station - E_LDWP220	\$ -	-	-	-	-	-	-	-
A.4.3	Lost Hills/Malibu_LHS	\$ 131,285	\$ 20,858		-	-	\$ 152,143	\$ 15,214	\$ 136,929
A.4.3	FS_2_LVFD002	\$ 143,078	\$ 22,732		-	-	\$ 22,732	\$ 2,273	\$ 20,459
A.4.3	La Verne PD_LVRNPD	\$ 131,285	\$ 20,858		-	-	\$ 20,858	\$ 2,086	\$ 18,772
A.4.3	FS_1_MBFD001		\$ 22,732		-	-	\$ 22,732	\$ 2,273	\$ 20,459
A.4.3	Mira Loma Detention Facility_MLM	\$ 143,078	\$ 22,732		-	-	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	Monrovia PD_MNRVPD		\$ 22,732		-	-	\$ 22,732	\$ 2,273	\$ 20,459
A.4.3	Montebello PD_MNTBLPD		\$ 20,858		-	-	\$ 20,858	\$ 2,086	\$ 18,772
A.4.3	Monterey Park PD_MNTPKPD	\$ 131,285	\$ 20,858		-	-	\$ 20,858	\$ 2,086	\$ 18,772
A.4.3	Mount Olivet Reservoir_MOR	\$ 131,285	\$ 20,858		-	-	\$ 37,386	\$ 3,739	\$ 33,647
A.4.3	FS_2_MRFD002		\$ 22,732		-	-	\$ 22,732	\$ 2,273	\$ 20,459
A.4.3	FS_3_MTFD003		\$ 22,732		-	-	\$ 22,732	\$ 2,273	\$ 20,459
A.4.3	Mount Washington_MTW	\$ 143,078	\$ 22,732		-	-	\$ 39,260	\$ 3,926	\$ 35,334
A.4.3	Goodrich_PASA001	\$ 143,078	\$ 22,732		-	-	\$ 39,261	\$ 3,926	\$ 35,335
A.4.3	FS_33_PASFD33	\$ 131,285	\$ 20,858		-	-	\$ 20,858	\$ 2,086	\$ 18,772
A.4.3	Puente Hills_PHN	\$ 143,078	\$ 22,732		-	-	\$ 39,261	\$ 3,926	\$ 35,335
A.4.3	Palmdale_PLM	\$ 143,078	\$ 22,732		-	-	\$ 39,261	\$ 3,926	\$ 35,335
A.4.3	LAC/RANCHO LOS AMIGOS NATIONAL REHAB CTR_RANCHO	\$ 131,285	\$ 20,858		-	-	\$ 152,143	\$ 15,214	\$ 136,929
A.4.3	FS_2_RDBFD02		\$ 22,732		-	-	\$ 22,732	\$ 2,273	\$ 20,459
A.4.3	Redondo Beach PD_RDNBPD		\$ 19,178		-	-	\$ 19,178	\$ 1,918	\$ 17,260
A.4.3	Reservoir Hill_REH		\$ 22,732		-	-	\$ 22,732	\$ 2,273	\$ 20,459
A.4.3	San Pedro City Hall_SCH	\$ 62,870	\$ 9,988		-	-	\$ 72,858	\$ 7,286	\$ 65,572
A.4.3	Southeast Area station_SEP	\$ 143,078	\$ 22,732		-	-	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	FS_3_SFSFD03		\$ 22,732		-	-	\$ 22,732	\$ 2,273	\$ 20,459
A.4.3	FS_4_SFSFD04		\$ 20,858		-	-	\$ 20,858	\$ 2,086	\$ 18,772
A.4.3	South L.A._SLA	\$ 143,078	\$ 22,732		-	-	\$ 72,858	\$ 7,286	\$ 65,572
A.4.3	FS_2_SMFD002		\$ 17,305		-	-	\$ 17,305	\$ 1,731	\$ 15,574
A.4.3	South Gate PD_SOGTPD				-	-	-	-	-
A.4.3	San Vicente Peak_SVP	\$ 131,285	\$ 20,858		-	-	\$ 129,776	\$ 12,978	\$ 116,798
A.4.3	Southwest Area station_SWP	\$ 143,078	\$ 22,732		-	-	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	City Hall Radio Tower_TORC001		\$ 22,732		-	-	\$ 22,732	\$ 2,273	\$ 20,459
A.4.3	FS_2_TORFD02		\$ 22,732		-	-	\$ 22,732	\$ 2,273	\$ 20,459
A.4.3	FS_3_TORFD03		\$ 20,858		-	-	\$ 20,858	\$ 2,086	\$ 18,772
A.4.3	FS_4_TORFD04		\$ 20,858		-	-	\$ 20,858	\$ 2,086	\$ 18,772
A.4.3	FS_1_VEFD001	\$ 143,078	\$ 22,732		-	-	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	FS_3_VEFD003	\$ 143,078	\$ 22,732		-	-	\$ 165,810	\$ 16,581	\$ 149,229
A.4.3	Walnut/Diamond Bar_WAL	\$ 131,285	\$ 20,858		-	-	\$ 152,143	\$ 15,214	\$ 136,929
A.4.3	FS_4_WCFD004		\$ 20,858		-	-	\$ 20,858	\$ 2,086	\$ 18,772
A.4.3	FS_5_WCFD005		\$ 20,858		-	-	\$ 20,858	\$ 2,086	\$ 18,772
A.4.3	West Hollywood_WHD	\$ 131,285	\$ 20,858		-	-	\$ 152,143	\$ 15,214	\$ 136,929

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Project Administration for Site Construction Note 1	Unilateral Option Sum Note 2	Credits Note 3,5	Unused Credits	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
Base 22.2.2	Builder's Risk Insurance	\$ 173,938	-	-	-	-	\$ 173,938	\$ 17,394	\$ 156,544
Base 22.3.2	Performance Bond for Phase 2 – Site Construction and Site Modification	\$ 288,800	-	-	-	-	\$ 288,800	\$ 28,880	\$ 259,920
Base 22.3.3	Materials and Labor Bond for Phase 2 – Site Construction and Site Modification	Included	-	-	-	-	\$ -	\$ -	\$ -
Subtotal:		\$ 31,517,308	\$ 5,829,505	\$ -	\$ 1,204,994	\$ 309,260	\$ 36,192,911	\$ 3,619,288	\$ 32,573,623

ADDITIONAL SITES (AMENDMENT NO. 8)

A.4.1	General Criteria for Phase 2 – Site Construction & Site Modification Per Site:								
	FS 101_LACF101 (replacing CLRMPD1)	\$ -	-	-	-	-	\$ 7,388	\$ 739	\$ 6,649
	Oat Mountain_ONK	\$ -	-	-	-	-	\$ 7,388	\$ 739	\$ 6,649
	Rolling Hills Transit_RHT	\$ -	-	-	-	-	\$ -	\$ -	\$ -
	San Dimas_SDW	\$ -	-	-	-	-	\$ 7,388	\$ 739	\$ 6,649
	Verdugo Peak City_VPC	\$ -	-	-	-	-	\$ 7,388	\$ 739	\$ 6,649
	FS 54_LACF054 (replacing SOGTPD)	\$ -	-	-	-	-	\$ 7,388	\$ 739	\$ 6,649
A.4.2	Site Preparation Per Site:						\$ -	\$ -	\$ -
	FS 101_LACF101 (replacing CLRMPD1)	\$ -	-	-	-	-	\$ 23,573	\$ 2,357	\$ 21,216
	Oat Mountain_ONK	\$ -	-	-	-	-	\$ 23,573	\$ 2,357	\$ 21,216
	Rolling Hills Transit_RHT	\$ -	-	-	-	-	\$ -	\$ -	\$ -
	San Dimas_SDW	\$ -	-	-	-	-	\$ 23,573	\$ 2,357	\$ 21,216
	Verdugo Peak City_VPC	\$ -	-	-	-	-	\$ 23,573	\$ 2,357	\$ 21,216
	FS 54_LACF054 (replacing SOGTPD)	\$ -	-	-	-	-	\$ 23,573	\$ 2,357	\$ 21,216
A.4.3	Construct Site Improvements Per Site:						\$ -	\$ -	\$ -
	FS 101_LACF101 (replacing CLRMPD1)	\$ -	-	-	-	-	\$ 165,810	\$ 16,581	\$ 149,229
	Oat Mountain_ONK	\$ -	-	-	-	-	\$ 165,810	\$ 16,581	\$ 149,229
	Rolling Hills Transit_RHT	\$ -	-	-	-	-	\$ -	\$ -	\$ -
	San Dimas_SDW	\$ -	-	-	-	-	\$ 121,093	\$ 12,109	\$ 108,984
	Verdugo Peak City_VPC	\$ -	-	-	-	-	\$ 121,093	\$ 12,109	\$ 108,984
	FS 54_LACF054 (replacing SOGTPD)	\$ -	-	-	-	-	\$ 165,810	\$ 16,581	\$ 149,229
Total for Additional Sites (Amendment No. 8)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 894,421	\$ 89,441	\$ 804,980

ADDITIONAL SITES (AMENDMENT NO. 9)

A.4.1	General Criteria for Phase 2 – Site Construction & Site Modification Per Site:								
	Baldwin Hills_BAH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,388	\$ 739	\$ 6,649
	Compton Court Building_CCB	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,388	\$ 739	\$ 6,649
	FS 69_LAFD069 (Replacing LAFD019)	\$ 6,375	\$ 1,013	\$ 1,013	\$ -	\$ -	\$ 7,388	\$ 739	\$ 6,649
	FS 12_LBFD012(N) (Replacing LBFD012(O))	\$ 6,375	\$ 1,013	\$ 1,013	\$ -	\$ -	\$ 7,388	\$ 739	\$ 6,649
	City of Long Beach 911 Dispatch_LBECOC (Replacing LBFD026)	\$ 6,375	\$ 1,013	\$ 1,013	\$ -	\$ -	\$ 7,388	\$ 739	\$ 6,649
	City of Los Angeles DWP_LDWP243 (Replacing LDWP220)	\$ 6,375	\$ 1,013	\$ 1,013	\$ -	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.2	Site Preparation Per Site:						\$ -	\$ -	\$ -
	Baldwin Hills_BAH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,573	\$ 2,357	\$ 21,216

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Project Administration for Site Construction <i>Note 1</i>	Unilateral Option Sum <i>Note 2</i>	Credits <i>Note 3,5</i>	Unused Credits	Contract Sum - Payable Amount <i>Note 2</i>	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
	Compton Court Building_CCB	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,573	\$ 2,357	\$ 21,216
	FS 69_LAFD069 (Replacing LAFD019)	\$ 25,506	\$ 4,052	\$ -	\$ -	\$ -	\$ 29,558	\$ 2,956	\$ 26,602
	FS 12_LBFD012(N) (Replacing LBFD012(O))	\$ 20,341	\$ 3,232	\$ -	\$ -	\$ -	\$ 23,573	\$ 2,357	\$ 21,216
	City of Long Beach 911 Dispatch_LBECOC (Replacing LBFD026)	\$ 20,341	\$ 3,232	\$ -	\$ -	\$ -	\$ 23,573	\$ 2,357	\$ 21,216
	City of Los Angeles DWP_LDWP243 (Replacing LDWP220)	\$ 25,506	\$ 4,052	\$ -	\$ -	\$ -	\$ 29,558	\$ 2,956	\$ 26,602
A.4.3	Construct Site Improvements Per Site:						\$ -		
	Baldwin Hills_BAH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 121,093	\$ 12,109	\$ 108,984
	Compton Court Building_CCB	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 121,093	\$ 12,109	\$ 108,984
	FS 69_LAFD069 (Replacing LAFD019)	\$ 131,285	\$ 20,858	\$ -	\$ -	\$ -	\$ 152,143	\$ 15,214	\$ 136,929
	FS 12_LBFD012(N) (Replacing LBFD012(O))	\$ 131,285	\$ 20,858	\$ -	\$ -	\$ -	\$ 152,143	\$ 15,214	\$ 136,929
	City of Long Beach 911 Dispatch_LBECOC (Replacing LBFD026)	\$ 131,285	\$ 20,858	\$ -	\$ -	\$ -	\$ 152,143	\$ 15,214	\$ 136,929
	City of Los Angeles DWP_LDWP243 (Replacing LDWP220)	\$ 131,285	\$ 20,858	\$ -	\$ -	\$ -	\$ 152,143	\$ 15,214	\$ 136,929
Total for Additional Sites (Amendment No. 9)		\$ 642,334	\$ 102,052	\$ -	\$ -	\$ -	\$ 1,048,494	\$ 104,848	\$ 943,646
TOTAL FOR PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION:		\$ 32,159,642	\$ 5,931,557	\$ -	\$ 1,204,994	\$ 309,260	\$ 38,135,826	\$ 3,813,577	\$ 34,322,249

Note 1: Project Administration costs for removed sites will be handled via the Amendment process set forth in Section 2 (Changes to Agreement) of the Base Document.

Note 2: Pursuant to Amendment No. 3, effective as of June 20, 2014, the Authority exercised the Unilateral Options for all Work pertaining to Phase 2. In connection therewith, the Unilateral Option Sum for Phase 2 of \$44,324,412 was converted into a Contract Sum.

Note 3: Pursuant to Amendment No. 6, effective as of October 3, 2014, the Authority removed 3 PSBN Sites from the PSBN Design. As such, credits were realized in the amount of \$501,289.

Note 4: Pursuant to Amendment No. 6, effective as of October 3, 2014, the Authority replaced certain PSBN Sites with disguised antenna support structures. The increases represent the difference between the original cost and the increased cost of disguised antenna support structures. As such, increased costs were realized in the amount of \$3,966,484. Please refer to Exhibit C.10 for detailed information on specific increases.

Note 5: Pursuant to Amendment No. 7, effective as of December 31, 2014, the Authority (a) replaced undisguised antenna support structures at certain PSBN Sites with various types of antenna support structures which resulted in credits or increases, (b) reflected an increase to add a parking light to one (1) site, and (c) reflected an increase to paint a monopole at one (1) site; all of which resulted in a cost increase of \$113,523 in Phase 2. Further, Amendment No. 7, Phase 2, reflects revised hose tower pricing which resulted in credits to 28 sites in the total amount of \$1,112,272. As such, Amendment No. 7 reflects an increase in credits from \$501,289 to \$1,889,118, an increase in Increases from \$3,966,484 to \$4,355,565, all of which reflects a net total increase of \$1,005,807 in credits between Phase 1 and Phase 2. However, the cost for power load studies in Phase 1 in the amount of \$12,444 was taken from the Credits. The remaining Credit balance of \$991,585 is reserved for use for a future replacement site(s). Please refer to Exhibit C.10 for detailed information on specific increases.

Note 6: Pursuant to Amendment No. Eight, effective February 17, 2015, Exhibit C.3 (Schedule of Prices - Site Construction & Site Modification) was amended by Amendment No. 8 to reflect (a) the removal of thirty-six (36) sites, and (b) the conversion of Unilateral Option Sum to Contract Sum for the addition of six (6) PSBN System Sites.

Note 7: Pursuant to Amendment No. 9, effective March 23, 2015, Exhibit C.3 (Schedule of Prices - Site Construction & Site Modification) was amended by Amendment No. 9 to reflect (a) the removal of twenty-four (24) sites, and (b) the conversion of Unilateral Option Sum to Contract Sum for the addition of six (6) PSBN System Sites.

SCHEDULE OF PAYMENTS
EXHIBIT C.5 - PHASE 4 - PSBN IMPLEMENTATION

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Installation and Commission Details						Project Administration Per Site ^{Note 1}	Unilateral Option Sum ^{Note 2}	Credits ^{Note 3}	Unused Credits	Contract Sum - Payable Amount ^{Note 2}	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Microwave Installation	Site Commissioning Microwave	Site Commissioning LTE								
A.6.1	Installation and Commission:													
A.6.1	Primary EPC	-	-	-	-	-	-	-	-	-	\$ 763,448	\$ 76,345	\$ 687,103	
A.6.1	Network Management System and Inventory Management System	-	-	-	-	-	-	-	-	-	\$ 383,833	\$ 38,383	\$ 345,450	
A.6.1	Site Detail Summary for eNodeBs and Backhaul Per Site:	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	
A.6.1	Alhambra PD - ALHPD01							\$ 6,926	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	Arcadia PD_ARCPD01	\$ 6,510	\$ 22,219	\$ 16,242	\$ 12,867	\$ 8,765	\$ 6,926	-	-	-	\$ 73,529	\$ 7,353	\$ 66,176	
A.6.1	Azusa PD_AZPD001	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,820	\$ 8,765	\$ 6,926	-	-	-	\$ 71,482	\$ 7,148	\$ 64,334	
A.6.1	Bell Gardens PD_BGPD001	\$ 6,510	\$ 13,819	\$ 16,242	\$ 16,226	\$ 8,765	\$ 6,926	-	-	-	\$ 68,488	\$ 6,849	\$ 61,639	
A.6.1	Beverly Hills Rexford Drive_BHR	\$ 6,510	\$ 22,219	\$ 16,242	\$ 15,310	\$ 8,765	\$ 6,926	-	-	-	\$ 75,972	\$ 7,597	\$ 68,375	
A.6.1	Bald Mountain_BMT	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	Baldwin Park PD_BPPD001	\$ 6,510	\$ 13,819	\$ 16,242	\$ 15,094	\$ 8,765	\$ 6,926	-	-	-	\$ 67,356	\$ 6,736	\$ 60,620	
A.6.1	Blue Rock_BRK	\$ 6,510	\$ 22,219	\$ 16,242	\$ 14,786	\$ 8,765	\$ 6,926	-	-	-	\$ 75,448	\$ 7,545	\$ 67,903	
A.6.1	Burnt Peak - BHR	\$ 6,510	\$ 17,895	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	Burbank PD_BURPD01	\$ 6,510	\$ 22,219	\$ 16,242	\$ 11,923	\$ 8,765	\$ 6,926	-	-	-	\$ 72,585	\$ 7,259	\$ 65,326	
A.6.1	Criminal Court	\$ 2,184	\$ 18,034	\$ 19,133	\$ 13,000	\$ 8,765	\$ 6,926	-	-	-	\$ 68,042	\$ 6,804	\$ 61,238	
A.6.1	Century_CEN	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,727	\$ 8,765	\$ 6,926	-	-	-	\$ 62,989	\$ 6,299	\$ 56,690	
A.6.1	Carlton J. Peterson Park_CJP	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,714	\$ 8,765	\$ 6,926	-	-	-	\$ 71,376	\$ 7,138	\$ 64,238	
A.6.1	Claremont Microwave Tower_CLM	\$ -	\$ 18,554	\$ 18,889	\$ 12,746	\$ 8,765	\$ 6,926	-	-	-	\$ 65,880	\$ 6,588	\$ 59,292	
A.6.1	Claremont PD - CLRMPD1										\$ -	\$ -	\$ -	
A.6.1	FS 2 - CPTFD02	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,612	\$ 8,765	\$ 6,926	-	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 4_CPTFD04	\$ 6,510	\$ 13,819	\$ 16,242	\$ 16,400	\$ 8,765	\$ 6,926	-	-	-	\$ 68,662	\$ 6,866	\$ 61,796	
A.6.1	Culver City Communications Tower_CULV001	\$ -	\$ 10,154	\$ 18,889	\$ 10,957	\$ 8,765	\$ 6,926	-	-	-	\$ 55,691	\$ 5,569	\$ 50,122	
A.6.1	Downey PD - DWNYPD1							\$ 6,926	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	El Monte PD_ELMNTPD	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-	-	\$ 62,782	\$ 6,278	\$ 56,504	
A.6.1	El Segundo PD - ELSGDPD							\$ 6,926	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FCCF - HQ_FCCF	\$ 6,510	\$ 13,819	\$ 16,242	\$ 86,881	\$ 8,765	\$ 6,926	-	-	-	\$ 139,143	\$ 13,914	\$ 125,229	
A.6.1	FS 5_FS5	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,957	\$ 8,765	\$ 6,926	-	-	-	\$ 63,219	\$ 6,322	\$ 56,897	
A.6.1	Gardena_GARD001	\$ 6,510	\$ 13,819	\$ 16,242	\$ 15,860	\$ 8,765	\$ 6,926	-	-	-	\$ 68,122	\$ 6,812	\$ 61,310	
A.6.1	Glendale Civic Center_GCC	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	Glendale Water & Power UOC_GDWP001	\$ 6,510	\$ 22,219	\$ 16,242	\$ 9,447	\$ 8,765	\$ 6,926	-	-	-	\$ 70,109	\$ 7,011	\$ 63,098	
A.6.1	FS 23_GLNDL23	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	FS 24_GLNDL24	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,825	\$ 8,765	\$ 6,926	-	-	-	\$ 71,487	\$ 7,149	\$ 64,338	
A.6.1	FS 28_GLNDL28	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-	-	\$ 71,182	\$ 7,118	\$ 64,064	
A.6.1	FS 3_LACF003	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,724	\$ 8,765	\$ 6,926	-	-	-	\$ 62,986	\$ 6,299	\$ 56,687	
A.6.1	FS 4_LACF004	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,961	\$ 8,765	\$ 6,926	-	-	-	\$ 63,223	\$ 6,322	\$ 56,901	
A.6.1	FS 16_LACF016	\$ 6,510	\$ 13,819	\$ 16,242	\$ 17,325	\$ 8,765	\$ 6,926	-	-	-	\$ 69,587	\$ 6,959	\$ 62,628	
A.6.1	FS 21_LACF021	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-	-	\$ 62,782	\$ 6,278	\$ 56,504	
A.6.1	FS 23_LACF023	\$ 6,510	\$ 13,819	\$ 16,242	\$ 18,566	\$ 8,765	\$ 6,926	-	-	-	\$ 70,828	\$ 7,083	\$ 63,745	
A.6.1	FS 24_LACF024	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,688	\$ 8,765	\$ 6,926	-	-	-	\$ 71,350	\$ 7,135	\$ 64,215	
A.6.1	FS 28_LACF028	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-	-	\$ 62,782	\$ 6,278	\$ 56,504	
A.6.1	FS 30_LACF030	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,895	\$ 8,765	\$ 6,926	-	-	-	\$ 63,157	\$ 6,316	\$ 56,841	
A.6.1	FS 31_LACF031	\$ 6,510	\$ 13,819	\$ 16,242	\$ 16,057	\$ 8,765	\$ 6,926	-	-	-	\$ 68,319	\$ 6,832	\$ 61,487	
A.6.1	FS 38_LACF038	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-	-	\$ 62,782	\$ 6,278	\$ 56,504	
A.6.1	FS 44_LACF044	\$ 6,510	\$ 22,219	\$ 16,242	\$ 16,131	\$ 8,765	\$ 6,926	-	-	-	\$ 76,793	\$ 7,679	\$ 69,114	
A.6.1	FS 48_LACF048	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,773	\$ 8,765	\$ 6,926	-	-	-	\$ 71,435	\$ 7,144	\$ 64,291	
A.6.1	FS 50_LACF050	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,773	\$ 8,765	\$ 6,926	-	-	-	\$ 63,035	\$ 6,304	\$ 56,731	
A.6.1	FS 53_LACF053	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 56_LACF056	\$ 6,510	\$ 22,219	\$ 16,242	\$ 14,920	\$ 8,765	\$ 6,926	-	-	-	\$ 75,582	\$ 7,558	\$ 68,024	
A.6.1	FS 58_LACF058	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,727	\$ 8,765	\$ 6,926	-	-	-	\$ 62,989	\$ 6,299	\$ 56,690	
A.6.1	FS 59_LACF059	\$ 6,510	\$ 22,219	\$ 16,242	\$ 12,940	\$ 8,765	\$ 6,926	-	-	-	\$ 73,602	\$ 7,360	\$ 66,242	
A.6.1	FS 61_LACF061	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 43,899	\$ 4,390	\$ 39,509	

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Installation and Commission Details							Unilateral Option Sum <small>Note 2</small>	Credits <small>Note 3</small>	Unused Credits	Contract Sum - Payable Amount <small>Note 2</small>	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Microwave Installation	Site Commissioning Microwave	Site Commissioning LTE	Project Administration Per Site <small>Note 1</small>							
A.6.1	FS 65_LACF065	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	FS 68_LACF068	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	FS 69_LACF069	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	FS 71_LACF071	\$ 6,510	\$ 17,895	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 41,070	\$ 4,107	\$ 36,963	
A.6.1	FS 72_LACF072	\$ 6,510	\$ 17,895	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 41,070	\$ 4,107	\$ 36,963	
A.6.1	FS 73_LACF073	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-	-	\$ 71,182	\$ 7,118	\$ 64,064	
A.6.1	FS 76_LACF076	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	FS 77_LACF077	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	FS 78_LACF078	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	FS 79_LACF079	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,878	\$ 8,765	\$ 6,926	-	-	-	\$ 71,540	\$ 7,154	\$ 64,386	
A.6.1	FS 80_LACF080	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	FS 81_LACF081	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	FS 83_LACF083	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,727	\$ 8,765	\$ 6,926	-	-	-	\$ 71,389	\$ 7,139	\$ 64,250	
A.6.1	FS 84_LACF084	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,871	\$ 8,765	\$ 6,926	-	-	-	\$ 71,533	\$ 7,153	\$ 64,380	
A.6.1	FS 85_LACF085	\$ 6,510	\$ 22,219	\$ 16,242	\$ 16,180	\$ 8,765	\$ 6,926	-	-	-	\$ 76,842	\$ 7,684	\$ 69,158	
A.6.1	FS 86_LACF086	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	FS 87_LACF087	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,727	\$ 8,765	\$ 6,926	-	-	-	\$ 62,989	\$ 6,299	\$ 56,690	
A.6.1	FS 88_LACF088	\$ 6,510	\$ 17,895	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 90_LACF090	\$ 6,510	\$ 13,819	\$ 16,242	\$ 15,087	\$ 8,765	\$ 6,926	-	-	-	\$ 67,349	\$ 6,735	\$ 60,614	
A.6.1	FS 91_LACF091	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,727	\$ 8,765	\$ 6,926	-	-	-	\$ 71,389	\$ 7,139	\$ 64,250	
A.6.1	FS 92_LACF092	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,980	\$ 8,765	\$ 6,926	-	-	-	\$ 71,642	\$ 7,164	\$ 64,478	
A.6.1	FS 93_LACF093	\$ 6,510	\$ 22,219	\$ 16,242	\$ 13,451	\$ 8,765	\$ 6,926	-	-	-	\$ 74,113	\$ 7,411	\$ 66,702	
A.6.1	FS 95_LACF095	\$ 6,510	\$ 13,819	\$ 16,242	\$ 18,779	\$ 8,765	\$ 6,926	-	-	-	\$ 71,041	\$ 7,104	\$ 63,937	
A.6.1	FS 96_LACF096	\$ 6,510	\$ 13,819	\$ 16,242	\$ 16,085	\$ 8,765	\$ 6,926	-	-	-	\$ 68,347	\$ 6,835	\$ 61,512	
A.6.1	FS 98_LACF098	\$ 6,510	\$ 13,819	\$ 16,242	\$ 16,193	\$ 8,765	\$ 6,926	-	-	-	\$ 68,455	\$ 6,846	\$ 61,609	
A.6.1	FS 99_LACF099	\$ 6,510	\$ 19,390	\$ 15,736	\$ 10,727	\$ 8,765	\$ 6,926	-	-	-	\$ 68,054	\$ 6,805	\$ 61,249	
A.6.1	FS 102_LACF102	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-	-	\$ 71,182	\$ 7,118	\$ 64,064	
A.6.1	FS 105_LACF105	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,727	\$ 8,765	\$ 6,926	-	-	-	\$ 62,989	\$ 6,299	\$ 56,690	
A.6.1	FS 106_LACF106	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-	-	\$ 71,182	\$ 7,118	\$ 64,064	
A.6.1	FS 107_LACF107	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,714	\$ 8,765	\$ 6,926	-	-	-	\$ 71,376	\$ 7,138	\$ 64,238	
A.6.1	FS108_LACF108	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	FS 111_LACF111	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-	-	\$ 71,182	\$ 7,118	\$ 64,064	
A.6.1	FS 112_LACF112	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,714	\$ 8,765	\$ 6,926	-	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 114_LACF114	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,776	\$ 8,765	\$ 6,926	-	-	-	\$ 71,438	\$ 7,144	\$ 64,294	
A.6.1	FS 117_LACF117	\$ 6,510	\$ 22,219	\$ 16,242	\$ 12,030	\$ 8,765	\$ 6,926	-	-	-	\$ 72,692	\$ 7,269	\$ 65,423	
A.6.1	FS 118_LACF118	\$ 6,510	\$ 13,819	\$ 16,242	\$ 12,953	\$ 8,765	\$ 6,926	-	-	-	\$ 65,215	\$ 6,522	\$ 58,693	
A.6.1	FS 120_LACF120	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	FS 123_LACF123	\$ 6,510	\$ 22,219	\$ 16,242	\$ 12,953	\$ 8,765	\$ 6,926	-	-	-	\$ 73,615	\$ 7,362	\$ 66,253	
A.6.1	FS 129_LACF129	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,871	\$ 8,765	\$ 6,926	-	-	-	\$ 71,533	\$ 7,153	\$ 64,380	
A.6.1	FS 132_LACF132	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,727	\$ 8,765	\$ 6,926	-	-	-	\$ 71,389	\$ 7,139	\$ 64,250	
A.6.1	FS 140_LACF140	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	FS 141_LACF141	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	FS 144_LACF144	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	FS 146_LACF146	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	FS 149_LACF149	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	FS 151_LACF151	\$ 6,510	\$ 22,219	\$ 16,242	\$ 11,996	\$ 8,765	\$ 6,926	-	-	-	\$ 72,658	\$ 7,266	\$ 65,392	
A.6.1	FS153_LACF153	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-	-	\$ 71,182	\$ 7,118	\$ 64,064	
A.6.1	FS 154_LACF154	\$ 6,510	\$ 22,219	\$ 16,242	\$ 13,443	\$ 8,765	\$ 6,926	-	-	-	\$ 74,105	\$ 7,411	\$ 66,694	
A.6.1	FS 157_LACF157	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	FS 159_LACF159	\$ 6,510	\$ 13,819	\$ 16,242	\$ 18,330	\$ 8,765	\$ 6,926	-	-	-	\$ 70,592	\$ 7,059	\$ 63,533	
A.6.1	FS 161_LACF161						\$ 6,926	-	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 162_LACF162						\$ 6,926	-	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 163_LACF163						\$ 6,926	-	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 164_LACF164	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,724	\$ 8,765	\$ 6,926	-	-	-	\$ 62,986	\$ 6,299	\$ 56,687	
A.6.1	FS 169_LACF169	\$ 6,510	\$ 13,819	\$ 16,242	\$ 13,101	\$ 8,765	\$ 6,926	-	-	-	\$ 65,363	\$ 6,536	\$ 58,827	
A.6.1	FS 171_LACF171	\$ 6,510	\$ 13,819	\$ 16,242	\$ 13,183	\$ 8,765	\$ 6,926	-	-	-	\$ 65,445	\$ 6,545	\$ 58,900	
A.6.1	FS 173_LACF173	\$ 6,510	\$ 13,819	\$ 16,242	\$ 12,934	\$ 8,765	\$ 6,926	-	-	-	\$ 65,196	\$ 6,520	\$ 58,676	
A.6.1	FS 181_LACF181						\$ 6,926	-	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 183_LACF183						\$ 6,926	-	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 184_LACF184						\$ 6,926	-	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 187_LACF187						\$ 6,926	-	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 188_LACF188						\$ 6,926	-	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 192_LACF192	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,727	\$ 8,765	\$ 6,926	-	-	-	\$ 62,989	\$ 6,299	\$ 56,690	

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Installation and Commission Details							Unilateral Option Sum <small>Note 2</small>	Credits <small>Note 3</small>	Unused Credits	Contract Sum - Payable Amount <small>Note 2</small>	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Microwave Installation	Site Commissioning Microwave	Site Commissioning LTE	Project Administration Per Site <small>Note 1</small>							
A.6.1	FS 194_LACF194	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,714	\$ 8,765	\$ 6,926	-	-	-	\$ 62,976	\$ 6,298	\$ 56,678	
A.6.1	CP 2_LACFCP02	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	CP 9_LACFCP09	\$ 6,510	\$ 22,219	\$ 16,242	\$ 16,167	\$ 8,765	\$ 6,926	-	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	CP 14_LACFCP14	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	LAC/HARBOR+UCLA MEDICAL	\$ 2,184	\$ 18,034	\$ 19,133	\$ 10,708	\$ 8,765	\$ 6,926	-	-	-	\$ 65,750	\$ 6,575	\$ 59,175	
A.6.1	LAC/OLIVEVIEW+UCLA LACOLV	\$ 2,184	\$ 26,787	\$ 19,133	\$ 12,940	\$ 8,765	\$ 6,926	-	-	-	\$ 76,735	\$ 7,674	\$ 69,061	
A.6.1	LAC/USC MEDICAL CENTER_LACUSC	\$ 2,184	\$ 18,034	\$ 19,133	\$ 10,724	\$ 8,765	\$ 6,926	-	-	-	\$ 65,766	\$ 6,577	\$ 59,189	
A.6.1	FS 005_LAFD005	\$ 6,510	\$ 13,819	\$ 16,242	\$ 9,439	\$ 8,765	\$ 6,926	-	-	-	\$ 61,701	\$ 6,170	\$ 55,531	
A.6.1	FS 012_LAFD012	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 015_LAFD015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -	
A.6.1	FS 016_LAFD016	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-	-	\$ 62,782	\$ 6,278	\$ 56,504	
A.6.1	FS 019_LAFD019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -	
A.6.1	FS 029_LAFD029	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 035_LAFD035	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 042_LAFD042	\$ 6,510	\$ 13,819	\$ 16,242	\$ 11,826	\$ 8,765	\$ 6,926	-	-	-	\$ 64,088	\$ 6,409	\$ 57,679	
A.6.1	FS 044_LAFD044	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,724	\$ 8,765	\$ 6,926	-	-	-	\$ 62,986	\$ 6,299	\$ 56,687	
A.6.1	FS 047_LAFD047	\$ 6,510	\$ 14,118	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 37,293	\$ 3,729	\$ 33,564	
A.6.1	FS 049_LAFD049	\$ 6,510	\$ 13,819	\$ 16,242	\$ 13,338	\$ 8,765	\$ 6,926	-	-	-	\$ 65,600	\$ 6,560	\$ 59,040	
A.6.1	FS 055_LAFD055	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-	-	\$ 62,782	\$ 6,278	\$ 56,504	
A.6.1	FS 061_LAFD061	\$ 6,510	\$ 13,819	\$ 16,242	\$ 13,046	\$ 8,765	\$ 6,926	-	-	-	\$ 65,308	\$ 6,531	\$ 58,777	
A.6.1	FS 066_LAFD066	\$ 6,510	\$ 13,819	\$ 16,242	\$ 12,727	\$ 8,765	\$ 6,926	-	-	-	\$ 64,989	\$ 6,499	\$ 58,490	
A.6.1	FS 074_LAFD074	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	FS 076_LAFD076	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	FS 077_LAFD077	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	FS 079_LAFD079	\$ 6,510	\$ 13,819	\$ 16,242	\$ 17,542	\$ 8,765	\$ 6,926	-	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 080_LAFD080	\$ 6,510	\$ 14,118	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 37,293	\$ 3,729	\$ 33,564	
A.6.1	FS 081_LAFD081	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,724	\$ 8,765	\$ 6,926	-	-	-	\$ 62,986	\$ 6,299	\$ 56,687	
A.6.1	FS 082_LAFD082	\$ 6,510	\$ 22,219	\$ 16,242	\$ 11,867	\$ 8,765	\$ 6,926	-	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 084_LAFD084	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,825	\$ 8,765	\$ 6,926	-	-	-	\$ 71,487	\$ 7,149	\$ 64,338	
A.6.1	FS 085_LAFD085	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,895	\$ 8,765	\$ 6,926	-	-	-	\$ 63,157	\$ 6,316	\$ 56,841	
A.6.1	FS 088_LAFD088	\$ 6,510	\$ 22,219	\$ 16,242	\$ 12,940	\$ 8,765	\$ 6,926	-	-	-	\$ 73,602	\$ 7,360	\$ 66,242	
A.6.1	FS 093_LAFD093	\$ 6,510	\$ 22,219	\$ 16,242	\$ 12,953	\$ 8,765	\$ 6,926	-	-	-	\$ 73,615	\$ 7,362	\$ 66,253	
A.6.1	FS 094_LAFD094	\$ 6,510	\$ 13,819	\$ 16,242	\$ 11,923	\$ 8,765	\$ 6,926	-	-	-	\$ 64,185	\$ 6,419	\$ 57,766	
A.6.1	FS 095_LAFD095	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-	-	\$ 62,782	\$ 6,278	\$ 56,504	
A.6.1	FS 096_LAFD096	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,770	\$ 8,765	\$ 6,926	-	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 097_LAFD097	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,714	\$ 8,765	\$ 6,926	-	-	-	\$ 71,376	\$ 7,138	\$ 64,238	
A.6.1	FS 101_LAFD101	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	FS 105_LAFD105	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 114_LAFD114	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,961	\$ 8,765	\$ 6,926	-	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	Hermosa_HQ_LALG100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,926	-	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	Zuma Lifeguard Lifeguard Division_LALG	\$ 6,510	\$ 19,390	\$ 15,736	\$ 10,727	\$ 8,765	\$ 6,926	-	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	Lancaster_LAN	\$ 6,510	\$ 13,819	\$ 16,242	\$ 12,953	\$ 8,765	\$ 6,926	-	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	77TH Street Area Complex_LAPD077	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,501	\$ 8,765	\$ 6,926	-	-	-	\$ 71,533	\$ 7,153	\$ 64,380	
A.6.1	Central Area Complex_LAPDCEN	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-	-	\$ 62,782	\$ 6,278	\$ 56,504	
A.6.1	Devonshire Area station_LAPDDVN	\$ 6,510	\$ 22,219	\$ 16,242	\$ 13,613	\$ 8,765	\$ 6,926	-	-	-	\$ 74,275	\$ 7,428	\$ 66,847	
A.6.1	Foothill Area station_LAPDFTH	\$ 6,510	\$ 22,219	\$ 16,242	\$ 15,371	\$ 8,765	\$ 6,926	-	-	-	\$ 76,033	\$ 7,603	\$ 68,430	
A.6.1	Hollenbeck Area station_LAPDHLB	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,537	\$ 8,765	\$ 6,926	-	-	-	\$ 62,799	\$ 6,280	\$ 56,519	
A.6.1	Hollywood Area station_LAPDHW	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,583	\$ 8,765	\$ 6,926	-	-	-	\$ 71,245	\$ 7,125	\$ 64,120	
A.6.1	Mission Area station_LAPDMIS	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,825	\$ 8,765	\$ 6,926	-	-	-	\$ 71,487	\$ 7,149	\$ 64,338	
A.6.1	Northeast Area station_LAPDNED	\$ 6,510	\$ 22,219	\$ 16,242	\$ 9,260	\$ 8,765	\$ 6,926	-	-	-	\$ 69,922	\$ 6,992	\$ 62,930	

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		Cabinet Installation	LTE Antenna Installation	Microwave Installation	Site Commissioning Microwave	Site Commissioning LTE								
A.6.1	North Hollywood Area Station_LAPDNHD	\$ 6,510	\$ 22,219	\$ 16,242	\$ 11,972	\$ 8,765	\$ 6,926	-	-		\$ 72,634	\$ 7,263	\$ 65,371	
A.6.1	Newton_LAPDNWT	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,911	\$ 8,765	\$ 6,926	-	-		\$ 63,173	\$ 6,317	\$ 56,856	
A.6.1	Olympic Area station_LAPDOLY	\$ 6,510	\$ 13,819	\$ 16,242	\$ 14,900	\$ 8,765	\$ 6,926	-	-		\$ 67,162	\$ 6,716	\$ 60,446	
A.6.1	Pacific Area station_LAPDPAC	\$ 6,510	\$ 13,819	\$ 16,242	\$ 13,390	\$ 8,765	\$ 6,926	-	-		\$ 65,652	\$ 6,565	\$ 59,087	
A.6.1	Rampart Area station_LAPDRAM	\$ 6,510	\$ 13,819	\$ 16,242	\$ 9,447	\$ 8,765	\$ 6,926	-	-		\$ 61,709	\$ 6,171	\$ 55,538	
A.6.1	Topanga Area station_LAPDTP	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,521	\$ 8,765	\$ 6,926	-	-		\$ 62,783	\$ 6,278	\$ 56,505	
A.6.1	Valley Dispatch Center_LAPDVDC	\$ 6,510	\$ 22,219	\$ 16,242	\$ 22,449	\$ 8,765	\$ 6,926	-	-		\$ 83,111	\$ 8,311	\$ 74,800	
A.6.1	Van Nuys Area station_LAPDVNS	\$ 6,510	\$ 13,819	\$ 16,242	\$ 13,000	\$ 8,765	\$ 6,926	-	-		\$ 65,262	\$ 6,526	\$ 58,736	
A.6.1	Wilshire Area	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,825	\$ 8,765	\$ 6,926	-	-		\$ 63,087	\$ 6,309	\$ 56,778	
A.6.1	West Los Angeles Area station_LAPDWLA	\$ 6,510	\$ 13,819	\$ 16,242	\$ 14,920	\$ 8,765	\$ 6,926	-	-		\$ 67,182	\$ 6,718	\$ 60,464	
A.6.1	West Valley Area facility_LAPDWVD	\$ 6,510	\$ 13,819	\$ 16,242	\$ 15,005	\$ 8,765	\$ 6,926	-	-		\$ 67,267	\$ 6,727	\$ 60,540	
A.6.1	Altadena_LASDALD	\$ 6,510	\$ 22,219	\$ 16,242	\$ 12,956	\$ 8,765	\$ 6,926	-	-		\$ 73,618	\$ 7,362	\$ 66,256	
A.6.1	Carson_LASDCSN	\$ 6,510	\$ 13,819	\$ 16,242	\$ 17,426	\$ 8,765	\$ 6,926	-	-		\$ 69,688	\$ 6,969	\$ 62,719	
A.6.1	Crescenta	\$ 6,510	\$ 22,219	\$ 16,242	\$ 13,052	\$ 8,765	\$ 6,926	-	-		\$ 73,714	\$ 7,371	\$ 66,343	
A.6.1	Industry_LASDIDT	\$ 6,510	\$ 13,819	\$ 16,242	\$ 16,180	\$ 8,765	\$ 6,926	-	-		\$ 68,442	\$ 6,844	\$ 61,598	
A.6.1	Lakewood_LASDLKD	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,945	\$ 8,765	\$ 6,926	-	-		\$ 63,207	\$ 6,321	\$ 56,886	
A.6.1	Lennox	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,501	\$ 8,765	\$ 6,926	-	-		\$ 62,763	\$ 6,276	\$ 56,487	
A.6.1	North County Correctional Facility_LASDNCC	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-		\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	Norwalk_LASDNWK	\$ 6,510	\$ 13,819	\$ 16,242	\$ 18,792	\$ 8,765	\$ 6,926	-	-		\$ 71,054	\$ 7,105	\$ 63,949	
A.6.1	Pico Rivera_LASDRPV	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,825	\$ 8,765	\$ 6,926	-	-		\$ 63,087	\$ 6,309	\$ 56,778	
A.6.1	Santa Clarita	\$ 6,510	\$ 22,219	\$ 16,242	\$ 12,746	\$ 8,765	\$ 6,926	-	-		\$ 73,408	\$ 7,341	\$ 66,067	
A.6.1	San Dimas_LASDSDM	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-		\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	Temple_LASDTEM	\$ 6,510	\$ 22,219	\$ 16,242	\$ 15,250	\$ 8,765	\$ 6,926	-	-		\$ 75,912	\$ 7,591	\$ 68,321	
A.6.1	FS 2-LBFD002						\$ 6,926	-	-		\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 6-LBFD006						\$ 6,926	-	-		\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 9-LBFD009						\$ 6,926	-	-		\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 12-LBFD012	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-		\$ -	\$ -	\$ -	
A.6.1	FS 13-LBFD013						\$ 6,926	-	-		\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 21-LBFD021						\$ 6,926	-	-		\$ 6,926	\$ 693	\$ 6,233	
A.6.1	HQ-LBFD026	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-		\$ -	\$ -	\$ -	
A.6.1	HQ-LBPDHQ	\$ 2,184	\$ 18,034	\$ 19,133	\$ 10,520	\$ 8,765	\$ 6,926	-	-		\$ 65,562	\$ 6,556	\$ 59,006	
A.6.1	Sylmar Converter Station-E-LDWP220	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-		\$ -	\$ -	\$ -	
A.6.1	Lost Hills/Malibu_LHS	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-		\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	FS 2-LVFD002	\$ 6,510	\$ 22,219	\$ 16,242	\$ 12,940	\$ 8,765	\$ 6,926	-	-		\$ 6,926	\$ 693	\$ 6,233	
A.6.1	La-Verne-PD-LVRNPD	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-		\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 1-MBFD001						\$ 6,926	-	-		\$ 6,926	\$ 693	\$ 6,233	
A.6.1	Mira Loma Detention Facility_MLM	\$ 6,510	\$ 22,219	\$ 16,242	\$ 13,291	\$ 8,765	\$ 6,926	-	-		\$ 73,953	\$ 7,395	\$ 66,558	
A.6.1	Monrovia-PD-MNRVPD						\$ 6,926	-	-		\$ 6,926	\$ 693	\$ 6,233	
A.6.1	Montebello-PD-MNTBPLPD						\$ 6,926	-	-		\$ 6,926	\$ 693	\$ 6,233	
A.6.1	Monterey Park	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,727	\$ 8,765	\$ 6,926	-	-		\$ 6,926	\$ 693	\$ 6,233	
A.6.1	Mount Olivet	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-		\$ 71,182	\$ 7,118	\$ 64,064	
A.6.1	FS 2-MRFD002						\$ 6,926	-	-		\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 3-MTBFD03						\$ 6,926	-	-		\$ 6,926	\$ 693	\$ 6,233	
A.6.1	Mount Washington_MTW	\$ 6,510	\$ 13,819	\$ 16,242	\$ 13,132	\$ 8,765	\$ 6,926	-	-		\$ 65,394	\$ 6,539	\$ 58,855	
A.6.1	Goodrich_PASA001	\$ 6,510	\$ 22,219	\$ 16,242	\$ 12,981	\$ 8,765	\$ 6,926	-	-		\$ 73,643	\$ 7,364	\$ 66,279	
A.6.1	FS 33-PASFD33	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,612	\$ 8,765	\$ 6,926	-	-		\$ 6,926	\$ 693	\$ 6,233	
A.6.1	Puente Hills_PHN	\$ 6,510	\$ 22,219	\$ 16,242	\$ 23,823	\$ 8,765	\$ 6,926	-	-		\$ 84,485	\$ 8,449	\$ 76,036	
A.6.1	Palmdale_PLM	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,684	\$ 8,765	\$ 6,926	-	-		\$ 71,346	\$ 7,135	\$ 64,211	
A.6.1	LAC/RANCHO LOS AMIGOS NATIONAL REHAB CTR_RANCHO	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,612	\$ 8,765	\$ 6,926	-	-		\$ 62,874	\$ 6,287	\$ 56,587	

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		Cabinet Installation	LTE Antenna Installation	Microwave Installation	Site Commissioning Microwave	Site Commissioning LTE								
A.6.1	FS 2 - RDBFD02						\$ 6,926	-	-		\$ 6,926	\$ 693	\$ 6,233	
A.6.1	Redondo Beach						\$ 6,926	-	-		\$ 6,926	\$ 693	\$ 6,233	
A.6.1	Reservoir Hill - REH						\$ 6,926	-	-		\$ 6,926	\$ 693	\$ 6,233	
A.6.1	San Pedro City Hall_SCH	\$ 2,184	\$ 18,034	\$ 19,133	\$ 13,045	\$ 8,765	\$ 6,926	-	-		\$ 68,087	\$ 6,809	\$ 61,278	
A.6.1	Southeast Area station_SEP	\$ 6,510	\$ 13,819	\$ 16,242	\$ 15,973	\$ 8,765	\$ 6,926	-	-		\$ 68,235	\$ 6,824	\$ 61,411	
A.6.1	FS 3 - SFSFD03						\$ 6,926	-	-		\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 4 - SFSFD04						\$ 6,926	-	-		\$ 6,926	\$ 693	\$ 6,233	
A.6.1	South L.A. SLA	\$ 6,510	\$ 13,819	\$ 16,242	\$ 16,256	\$ 8,765	\$ 6,926	-	-		\$ 68,518	\$ 6,852	\$ 61,666	
A.6.1	FS 2 - SMFD002						\$ 6,926	-	-		\$ 6,926	\$ 693	\$ 6,233	
A.6.1	South Gate PD - SOGTPD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-		\$ -	\$ -	\$ -	
A.6.1	San Vicente Peak_SVP	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,727	\$ 8,765	\$ 6,926	-	-		\$ 69,259	\$ 6,926	\$ 62,333	
A.6.1	Southwest Area station_SWP	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,911	\$ 8,765	\$ 6,926	-	-		\$ 63,173	\$ 6,317	\$ 56,856	
A.6.1	City Hall Radio						\$ 6,926	-	-		\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 2 - TORFD02						\$ 6,926	-	-		\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 3 - TORFD03						\$ 6,926	-	-		\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 4 - TORFD04						\$ 6,926	-	-		\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 1 - VEFD001	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,773	\$ 8,765	\$ 6,926	-	-		\$ 63,035	\$ 6,304	\$ 56,731	
A.6.1	FS 3 - VEFD003	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,961	\$ 8,765	\$ 6,926	-	-		\$ 63,223	\$ 6,322	\$ 56,901	
A.6.1	Walnut/Diamond Bar_WAL	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,714	\$ 8,765	\$ 6,926	-	-		\$ 71,376	\$ 7,138	\$ 64,238	
A.6.1	FS 4 - WCFD004						\$ 6,926	-	-		\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 5 - WCFD005						\$ 6,926	-	-		\$ 6,926	\$ 693	\$ 6,233	
A.6.1	West Hollywood_WHD	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-		\$ 71,182	\$ 7,118	\$ 64,064	
A.6.2	Spares Management	#	-	-	-	#	-	-	-		\$ 385,629	\$ 38,563	\$ 347,066	
A.6.3	Acceptance Testing:	#	-	-	-	#	-	-	-		\$ -	\$ -	\$ -	
A.6.3.27	Functional Test	#	-	-	-	#	-	-	-		\$ 185,314	\$ 18,531	\$ 166,783	
A.6.3.30	Wide Area Coverage Test	#	-	-	-	#	-	-	-		\$ 2,353,150	\$ 235,315	\$ 2,117,835	
A.6.3.32	Waterway Coverage Test	#	-	-	-	#	-	-	-		\$ 241,018	\$ 24,102	\$ 216,916	
A.6.3.33	Freeway Coverage Test	#	-	-	-	#	-	-	-		\$ 160,679	\$ 16,068	\$ 144,611	
A.6.3.34	Special Operational Test	#	-	-	-	#	-	-	-		\$ 401,696	\$ 40,170	\$ 361,526	
A.6.3.35	PSBN Burn-in Test	#	-	-	-	#	-	-	-		\$ 128,543	\$ 12,854	\$ 115,689	
A.6.4	Training	#	-	-	-	#	-	-	-		\$ 733,339	\$ 73,334	\$ 660,005	
A.6.5	Documentation	#	-	-	-	#	-	-	-		\$ 570,962	\$ 57,096	\$ 513,866	
A.6.6	Implementation Phase Acceptance	#	-	-	-	#	-	-	-		\$ 321,357	\$ 32,136	\$ 289,221	
A.6.7	Final PSBN Acceptance	#	-	-	-	#	-	-	-		\$ 321,357	\$ 32,136	\$ 289,221	
Base 22.3.2	Performance Bond for Phase 4 - PSBN Implementation	#	-	-	-	#	-	-	-		\$ 88,000	\$ 8,800	\$ 79,200	
Base 38.3	Total Lease Costs for Phase 4 - PSBN Implementation	#	-	-	-	#	-	-	-		\$ -	\$ -	\$ -	
Subtotal		\$ 1,204,434	\$ 3,479,441	\$ 2,522,896	\$ 2,017,308	\$ 1,674,115	\$ 1,558,350	\$ -	\$ 245,506	\$ 35,144	\$ 18,299,936	\$ 1,830,024	\$ 16,469,912	
ADDITIONAL SITES (AMENDMENT NO. 8)														
A.6.1	Installation and Commission:													
	FS 101_LACF101 (replacing CLRMFD1)	#	-	-	-	#	-	-	-		\$ 146,816	\$ 14,682	\$ 132,134	
	Oat Mountain_ONK	#	-	-	-	#	-	-	-		\$ 80,396	\$ 8,040	\$ 72,356	
	Rolling Hills-Transit_RHT	#	-	-	-	#	-	-	-		\$ -	\$ -	\$ -	
	San Dimas_SDW	#	-	-	-	#	-	-	-		\$ 80,396	\$ 8,040	\$ 72,356	
	Verdugo Peak City_VPC	#	-	-	-	#	-	-	-		\$ 80,396	\$ 8,040	\$ 72,356	
	SOGTPD)	#	-	-	-	#	-	-	-		\$ 136,748	\$ 13,675	\$ 123,073	
Total for Additional Sites (Amendment No. 8)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 524,752	\$ 52,477	\$ 472,275	
ADDITIONAL SITES (AMENDMENT NO. 9)														
A.6.1	Installation and Commission:													
	Baldwin Hills_BAH	#	-	-	-	#	-	-	-		\$ 80,396	\$ 8,040	\$ 72,356	
	Compton Court Building_CCB	#	-	-	-	#	-	-	-		\$ 80,396	\$ 8,040	\$ 72,356	
	FS 69_LAFD069 (Replacing LAFD019)	#	#	#	#	#	#	-	-		\$ 71,182	\$ 7,118	\$ 64,064	
	FS 12_LBFD012(N) (Replacing LBFD012(O))	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,727	\$ 8,765	\$ 6,926	-	-		\$ 62,989	\$ 6,299	\$ 56,690	
	Dispatch_LBECOC (Replacing LBFD026)	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-		\$ 62,782	\$ 6,278	\$ 56,504	

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Installation and Commission Details						Unilateral Option Sum <small>Note 2</small>	Credits <small>Note 3</small>	Unused Credits	Contract Sum - Payable Amount <small>Note 2</small>	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Microwave Installation	Site Commissioning Microwave	Site Commissioning LTE	Project Administration Per Site <small>Note 1</small>						
	City of Los Angeles	#	#	#	#	#	#						
	DWP_LDWP243 (Replacing	#	#	#	#	#	#	-	-	-	\$ 71,182	\$ 7,118	\$ 64,064
Total for Additional Sites (Amendment No. 9)		\$ 26,040	\$ 72,076	\$ 64,968	\$ 42,287	\$ 35,060	\$ 27,704	\$ -	\$ -	\$ -	\$ 428,927	\$ 42,893	\$ 386,034
TOTAL FOR PHASE 4 - PSBN		\$ 1,230,474	\$ 3,551,517	\$ 2,587,864	\$ 2,059,595	\$ 1,709,175	\$ 1,586,054	\$ -	\$ 245,506	\$ 35,144	\$ 19,253,615	\$ 1,925,394	\$ 17,328,221

Note 1: Project Administration costs for removed sites will be handled via the Amendment process set forth in Section 2 (Changes to Agreement) of the Base Document.

Note 2: Pursuant to Amendment No. 5, effective as of September 17, 2014, the Authority exercised the Unilateral Options for all Work pertaining to Phase 4. In connection therewith, the Unilateral Option Sum for Phase 4 of \$21,899,970 was converted into a Contract Sum.

Note 3: Pursuant to Amendment No. 6, effective as of October 3, 2014, the Authority removed 3 PSBN Sites from the PSBN Design. Additionally, the Network Management System and Inventory Management Systems were credited \$1,000 (\$500 per System, the Functional Test was credited \$7,500 (\$2,500 per site), and the Documentation was credited \$7,480 (\$2,493 per site) all to account for the removal of 3 PSBN Sites. As such, credits were realized in the amount of \$211,362.

Note 4: Pursuant to Amendment No. Eight, effective February 17, 2015, Exhibit C.5 (Schedule of Prices - PSBN Implementation) was amended by Amendment No. 8 to reflect (a) the removal of thirty-six (36) sites, and (b) the conversion of Unilateral Option Sum to Contract Sum for the addition of six (6) PSBN System Sites.

Note 5: Pursuant to Amendment No. 9, effective March 23, 2015, Exhibit C.4 (Schedule of Prices - PSBN Implementation) was amended by Amendment No. 9 to reflect (a) the removal of twenty-four (24) sites, and (b) the conversion of Unilateral Option Sum to Contract Sum for the addition of six (6) PSBN System Sites.

Note 6: Pursuant to Amendment No. Ten, effective April __, 2015, Exhibit C.5 (Schedule of Prices - PSBN Implementation) was amended by Amendment No. 10 to reflect the replacement of undisguised antenna support structures with various types of antenna support structures at fifty-one (51) PSBN Sites.



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

PATRICK J. MALLON
EXECUTIVE DIRECTOR

April 2, 2015

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

Dear Directors:

APPROVE SITE ACCESS AGREEMENT WITH THE CITIES OF BEVERLY HILLS AND LONG BEACH

SUBJECT

Board approval is requested to delegate authority to the Executive Director to finalize and execute one or more Site Access Agreements (SAA) with the Cities of Beverly Hills and Long Beach.

RECOMMENDED ACTION:

It is recommended that your Board:

1. Find that the approval and execution of the SAAs by the LA-RICS Authority does not result in any change to the Public Safety Broadband Network (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, one or more SAAs with the City of Long Beach and the City of Beverly Hills. These Site Access Agreements are for the Long Term Evolution (LTE) broadband communication sites within the cities' respective jurisdictions or under their control.

BACKGROUND

At the May 16, 2013, Board meeting, your Board directed staff to begin negotiations with various jurisdictions for SAAs for licensing the use of specific sites to the Authority

AGENDA ITEM K

for its use as a Land Mobile Radio (LMR) and/or LTE broadband communication site. With respect to LTE, discussions and negotiations with the Cities of Beverly Hills and Long Beach have resulted in the attached SAA, Enclosures 1, 1.1 and 1.2.

By entering into the SAA with the Cities of Beverly Hills and Long Beach, the City will provide the Authority with a license to use a portion of their owned or leased property for use as a LTE broadband 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 LTE communications facility. A brief summary of relevant provisions follow below:

	Member Agency	Number of Sites	Term	Lease Cost	Zoning Requirements	Ministerial Permitting Cost
1	Beverly Hills	1	In Effect Until Terminated	Gratis	CUP	Waived
2	Long Beach	4	In Effect Until Terminated	Gratis	CUP	\$24,000.00 (\$6,000 per site)

*LA-RICS will, however, pay for any incremental cost in utilities at these sites resulting from its operations.

Beverly Hills SAA

Your Board approved the SAA for Beverly Hills at its meeting of February 5, 2015; however, the City of Beverly Hills requested additional language modifications after your Board approval. The changes requested included added conditions on LA-RICS' after-hours' access to the LTE Sites, written approval requirements for the final Site Plan, modification of a provision allowing amendment to reflect more favorable terms provided to another jurisdiction, conditions related to the scheduling of repairs and maintenance (including emergency maintenance), and modification of the default provision in the event of a dissolution of LA-RICS.

By granting approval for the execution of the SAAs with the Cities of Beverly Hills and Long Beach, 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 SAA, with the Cities of Beverly Hills and of Long Beach, for the implementation of the LA-RICS LTE installations.

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 LTE project) collectively and individually at the 229 sites where PSBN infrastructure will be constructed, installed, operated and maintained, including those sites identified on Enclosure 2, are exempt from review under the CEQA pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project. Approval of the Site Acquisition Agreements 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 those covered by the attached SAA, 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 these Site Access Agreements.

Upon your approval of the recommended actions, a Notice of Exemption for the SAA 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:pl

X:\1-Agendas & Minutes (JPA Board of Directors)\01-AGENDAS\2015 Agenda\04-02-15\Agenda Item K - Board Letter - Approve Site Access Agreement - Cities of Beverly Hills and Long Beach 040215.docx

Enclosures

c: Counsel to the Authority

AGENDA ITEM K

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 BEVERLY HILLS, a California 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 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 hereto ("Real Property"); and

WHEREAS, Owner desires to permit the use of portions of the Real Property LTE Site to LA-RICS Authority for use as a Long Term Evolution broadband ("Broadband" or "LTE") communication site; 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 subject to the terms and restrictions in this Agreement; and

WHEREAS, LA-RICS AUTHORITY is willing to accept and exercise the rights granted by this Agreement for use of a 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

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 the portion of the Real Property described on Exhibit C to install and operate an unmanned LTE communications facility at 464 N. Rexford Drive in Beverly Hills, (the "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, 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; and the presence of pollutants or contaminants therein; or any other matters.

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 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 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. Except in case of an emergency, upon thirty (30) days' prior written notice to Owner, the LA-RICS AUTHORITY may remove any of such 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. LA-RICS AUTHORITY shall immediately repair any damage to the Real Property caused directly or indirectly by such removal.

2. PURPOSE AND USE

2.01 The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use limited portions of the Real Property for the installation, operation, maintenance, and repair of a Broadband communication facility, as described in Section 1.01 above (the "Permitted Activities"). The LA-RICS AUTHORITY (and/or its member agencies, the LTE Vendor, the FirstNet Parties and/or other agents specifically authorized by LA-RICS AUTHORITY): (a) subject to the other terms of this Agreement

(including Section 3 below), shall have the right to construct, install, repair, remove, maintain, and operate the LA-RICS AUTHORITY's LTE communications system, described on Exhibit B attached hereto (such LMR system, Broadband system and associated infrastructure, shelters, equipment and related improvements, collectively, the "LA-RICS Facility"), and (b) subject to matters beyond the control of Owner, and Owner's right to deny access in the exercise of its police powers in an emergency, shall be allowed access at and over the access locations specified on Exhibit C for ingress to and egress from the applicable LTE Site Monday through Friday between 8:00 am and 5:00 pm (excluding holidays), except in the event of an emergency, in which case after-hours access shall only be granted upon request by LA-RICS AUTHORITY to Owner on such terms as Owner may impose in good faith. Each LTE Site shall be used only for the purposes authorized by this Section 2.01, and for no other purposes whatsoever (collectively the "Permitted Activities"). The LA-RICS AUTHORITY shall provide Owner with prior written notice of all of its representatives or agents who are authorized to access the LTE Site pursuant to this Section or otherwise, and any unauthorized party shall not be permitted access to the LTE Site.

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.

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. Owner shall have the right to approve such plans and specifications and any modifications thereof, replacements thereof or additions thereto, and LA-RICS AUTHORITY shall revise and resubmit with plans and specifications until Owner's written approval under this Agreement is obtained, provided that Owner shall approve or deny approval of all such plans and specifications within 10 business days of receipt, or said plans and specifications shall be deemed disapproved.

Owner's review and approval of the plans shall not release the LA-RICS AUTHORITY from the responsibility for, or the obligation for the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications or the actual installations/improvements. The LA-RICS AUTHORITY shall be responsible for notifying Owner in writing immediately upon discovery of such omissions and/or errors.

Upon Owner's written approval of the final site plan for the LTE Site (which approval shall be given no later than 5 days after Owner's receipt of the final site plan from LA-RICS AUTHORITY, provided that Owner's failure to respond within such 5-day period shall be deemed disapproved), 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) Owner's zoning and permitting requirements. 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).

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 the 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.

4. TERM

The term of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and shall terminate upon the earliest of: (a) written notice of termination by LA-RICS AUTHORITY; (b) written notice of termination by Owner pursuant to Section 28 (Default) hereof; or (c) the 15th anniversary of the Commencement Date. Unless otherwise provided herein, LA-RICS AUTHORITY shall provide three (3) months' advance written notice of termination to Owner.

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. In the event that LA-RICS AUTHORITY enters into an agreement providing for more favorable terms to another city after the date of this Agreement, LA-RICS AUTHORITY will notify the Owner promptly and provide Owner with the option of amending this Agreement such that it contains the more favorable terms.

Should Owner desire to use the LTE system in the future, the LA-RICS AUTHORITY agrees that it will take into account the Owner's contribution of the LTE Site when determining the contribution amount, user fee or cost required from Owner.

6. INTENTIONALLY OMITTED

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. Subject to Owner's approval rights set forth in Section 3 hereof, 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, LMR Vendor, Broadband Vendor, and/or FirstNet Party'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, at any time after the date of this Agreement, 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, as more particularly described in Section 15 below. Any third party granted rights by the Owner shall be required to comply with all applicable noninterference rules of the FCC. 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 such third party facilities.

7.03 Owner reserves the right, at any time after the date of this Agreement and 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. 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 Following the construction and installation of the LA-RICS Facility, LA-RICS AUTHORITY may thereafter, at its sole cost and expense, perform maintenance and repairs as necessary and appropriate subject to all applicable laws, including, without limitation, City of Beverly Hills Building Code, subject to prior scheduling with Owner, except that prior scheduling shall not be required in the event of an emergency event directly involving public health, safety or welfare for which the LA RICS system is needed and the maintenance/repairs are necessary to make the LA RICS system operable for such event.

7.05 Upon completion of the LA-RICS Facility at any LTE Site, or any modifications thereto, additional thereto or replacements thereof, LA-RICS AUTHORITY shall provide Owner with as-built drawings of the LA-RICS Facility at that LTE Site ("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. In the event that LA-RICS AUTHORITY fails to deliver the As-Builts as required by this section within ten (10) business days after Owner's written request, 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.

8. ALTERATIONS

8.01 Subject to LA-RICS AUTHORITY's provision of two business days' advance written notice to Owner and scheduling with Owner, it is understood and agreed that LA-RICS AUTHORITY shall have the right to undertake repairs and near identical replacements of infrastructure, shelters, equipment, and/or related improvements comprising the LA-RICS Facility, as well as repairs and replacements that do not result in the expansion of the area used by the infrastructure, shelters, equipment or related improvements which are being repaired or replaced.

8.02 Subject to Owner's approval, which may be withheld in Owner's sole and absolute discretion, and upon 15 days' written notice, LA-RICS AUTHORITY shall have the right to undertake all categories of alterations not included in Section 8.01, provided that Owner's consent shall not be unreasonably withheld as to those alterations or modifications that may be required pursuant to the Spectrum Manager Lease Agreement between LA-RICS AUTHORITY and the First Net Parties dated July 1, 2013 (the "Spectrum Lease Agreement") or that may be required as a result of FCC rules or regulations. Any proposed alterations shall not exceed the existing footprint for the LA-RICS Facilities as specified in Exhibit C hereto (Site Plan).

8.03 LA-RICS AUTHORITY agrees to submit to the Owner, for review, all plans and specifications, working drawings, and other information reasonably required by the Owner covering proposed alterations by LA-RICS AUTHORITY. All work to be done by LA-RICS AUTHORITY shall be performed in accordance with the plans provided to Owner and shall, where required, be subject to inspection by Owner's City Building Inspector.

9. MAINTENANCE

Owner shall be responsible for maintenance of the Real Property, (including the LTE Site but not the equipment installed by or for LA-RICS Authority), and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities. Notwithstanding the foregoing, Owner shall not be

responsible to repair damage caused by LA-RICS AUTHORITY or Broadband Vendor, First Net Parties, or any contractors or licensees of any of them. 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 (or such longer period as may be required by Section 28 (Default) hereof), Owner may do any of the following and invoice LA-RICS AUTHORITY for all associated costs: (a) perform the work, or (b) terminate this Agreement and remove and store or dispose of in any manner the equipment comprising the LA-RICS Facility without liability to LA-RICS Authority. All costs invoiced pursuant to the foregoing shall be payable by LA-RICS AUTHORITY 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 caused by the LA-RICS AUTHORITY, its employees, agents, contractors or business vendors, including without limitation the LMR Vendor and the Broadband 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 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.

LA-RICS AUTHORITY shall promptly 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 LMR Vendor and/or Broadband 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 (10) business days after such delivery 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 costs of said removal.

11. OTHER OPERATIONAL RESPONSIBILITIES

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

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

(ii) 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 LTE Site.

(iii) 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.

(iv) 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 require 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:

(i) 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;

(ii) Owner shall pay all reasonable 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;

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

(iv) 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 at a location acceptable to Owner.

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:

(i) 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;

(ii) 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;

(iii) LA-RICS AUTHORITY shall endeavor to give Owner at least nine (9) months, but in no event fewer than six (6) months, written notice of the requested relocation, unless otherwise agreed to by the parties; and

(iv) Owner may, in its sole and absolute discretion, reject any request for relocation pursuant to this Section 12.02.

13. ACCESS TO LTE SITE

13.01 Owner hereby grants to the LA-RICS AUTHORITY, its member agencies, the LTE Vendor, the FirstNet Parties, 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 LTE Site ("Access"). The LA-RICS AUTHORITY shall provide Owner with notice of all of its representatives or agents who are authorized to access the LTE Site.

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 debris and repairing the Access to its original accessible condition 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.

14. EMERGENCY ACCESS BY OWNER

The Owner and its authorized agents may access the LTE Site at any time for the purpose of inspection and/or for making emergency improvements or repairs to the LTE Site or to interrupt or terminate LA-RICS AUTHORITY's transmission(s) from the LTE 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 or about the LTE Site, provided that Owner shall endeavor to provide a 24-hour prior notice to LA-RICS AUTHORITY and shall access the LTE 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 LTE Site due to an emergency; provided, however, that under no circumstance shall the Owner access LA-RICS AUTHORITY's equipment cabinets. Owner shall use good faith efforts to minimize any inconvenience or disturbance to LA-RICS AUTHORITY when entering the LTE Site. LA-RICS AUTHORITY shall reimburse Owner within thirty (30) days of delivery 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 LTE 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 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.

15.02 **Interference With Public Safety Systems.** In the event Owner notifies LA-RICS AUTHORITY of any interference with 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, the parties shall immediately confer, over a period of not less than 24 hours, to attempt to cooperatively resolve the interference. Notwithstanding such 24-hour period, LA-RICS AUTHORITY shall immediately cease such interferences by any and all means possible, and if LA-RICS AUTHORITY does not do so, then Owner may do so, and LA-RICS AUTHORITY shall reimburse Owner within ten (10) days after written demand for all costs incurred by Owner in connection therewith.

15.03 **Interference With Non-Public Safety Systems.** If Owner notified LA-RICS AUTHORITY that LA-RICS AUTHORITY's operations or equipment causes interference with non-public safety-related systems of Owner or any other duly authorized occupant of the Real Property, the parties shall immediately confer, over a period of not less than 10 days, to attempt to cooperatively resolve the interference. In the event such resolution is not possible, after such 10-day period LA-RICS AUTHORITY shall immediately cease such interferences by any and all means possible, and if LA-RICS AUTHORITY does not do so, then Owner may do so, and LA-RICS AUTHORITY shall reimburse Owner within ten (10) days after written demand for all costs incurred by Owner in connection therewith. 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 after the date of this Agreement 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 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.

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 (but only in/at the locations specifically approved in writing by Owner as part of the Site Plan approval and as shown on Exhibit C hereto), 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 and 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 after delivery of such invoice.

17. 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 claims, liabilities, damages, losses, costs and expenses (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 activities, operations or 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 LTE Vendor.

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 Karl Kirkman at Owner (unless and until Owner designates a difference person to receive such evidence), 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 will require its contractors and subcontractors to provide commercial insurance as required in this Section, and any additional insurance required by LA-RICS AUTHORITY of its contractors and/or subcontractors, shall name the Owner as an additional insured, and LA-RICS AUTHORITY shall promptly provide evidence of its contractors and/or subcontractors coverage to the Owner Risk Manager.

(i) 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:	\$1 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.

(ii) 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

(iii) **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), including 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.

(iv) **Construction Insurance.** If any construction work is performed by or on behalf of or for the benefit of LA-RICS AUTHORITY during the term of this Agreement (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 its policy form ca 00 01 or its equivalent with limits of not less than TO BE DETERMINED ON A PROJECT BY PROJECT BASIS 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 \$(To be determined on a project by project basis per claim and \$(double the per claim limit) 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. 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.

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 written demand.

19.02 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.

20. TAXES

20.01 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.

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 LTE Site arising

from LA-RICS AUTHORITY's use of the LTE Site, including without limitation any possessory interest tax.

20.03 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.

20.04 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.

20.05 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, 2nd 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:

City of Beverly Hills

345 Foothill Road

Beverly Hills, California 90210

Attn: Director of Capital Assets

Real Estate and Property Manager

WITH COPIES TO:

Beverly Hills City Attorney

455 North Rexford Drive

Beverly Hills, California 90210

AND:

Beverly Hills Police Department

464 North Rexford Drive

Beverly Hills, California 90210

Attn: Chief of Police

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.

22. LA-RICS FACILITY REMOVAL

22.01 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 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 LTE Site and the Real Property all of its LA-RICS Facility and personal property and improvements and restore the LTE 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 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 provision.

22.02 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 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. Owner may retain or dispose of such personal property and improvements in any way without liability to LA-RICS AUTHORITY, and shall not be required to store or auction any such property or improvements.

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

1.01 This Agreement may not be sold, assigned or transferred by LA-RICS AUTHORITY without the written approval or consent of the Owner, which consent may be withheld or conditioned in Owner's sole and absolute discretion. 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.

1.02 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) The 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.

26. SUBORDINATION AND NON-DISTURBANCE

Owner shall use commercially reasonable, good faith efforts to obtain, not later than 15 days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from any 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 hereinbelow ("Non-Disturbance Agreement"), and shall recognize LA-RICS AUTHORITY's right to remain in occupancy of and have access to the LTE 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 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.

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. Notwithstanding the foregoing, LA-RICS AUTHORITY shall act with reasonable diligence in pursuing any cure hereunder and shall not take 60 days to cure a default where 60 days is not reasonably required to effectuate such cure. 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, or if LA-RICS Authority dissolves or ceases to operate the Agreement shall be promptly assigned, prior to the dissolution or ceasing of operations in accordance with the provisions of Section 25 hereof (Assignment), then Owner may: (a) in the case of default, cure the default if curable 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.

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 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 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 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); 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. 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 gross negligence or willful misconduct).

32. AUTHORIZATION WARRANTY

The parties hereto represent and warrant that the person executing this Agreement for each of them is duly authorized to do so.

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.

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: (a) the rules and regulations of the FCC, (b) the Federal Aviation Administration ("FAA"), (c) OSHA, and (d) all provisions of the Labor

Code of the State of California, pursuant to which the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workman or mechanic needed for the construction of any public improvement contemplated by this Agreement, 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, marital 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 Broadband 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.

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 delivery to LA-RICS AUTHORITY 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 LTE 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 LTE 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 LTE Site.

40.04 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.

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 LTE 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 LTE Site from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the Owner.

41. 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. Subject to Section 3 hereof, 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.

42. 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.

43. LA-RICS AUTHORITY'S STAFF AND EMPLOYMENT PRACTICES

43.01 LA-RICS AUTHORITY hereby designate Lieutenant Mark Wilkins (Phone: (323) 351-6507; Email: mwilkins@beverlyhills.org) as an Operations Manager with whom the Owner may deal with on a daily basis. LA-RICS AUTHORITY may alter such contact person by written notice to Owner. 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.

43.02 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. Owner shall not be obligated to permit any services person to access the LTE Site unless that person has been identified in writing by LA-RICS AUTHORITY to Owner, but Owner shall not be responsible for restricting access to the LTE Site.

44. 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).

45. SUCCESSORS AND ASSIGNS

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

46. 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.

47. 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.

48. 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.

49. MEMORANDUM OF AGREEMENT

Concurrently with its execution and delivery to Owner of this Agreement, LA-RICS AUTHORITY shall execute a Memorandum of Agreement in the form attached hereto as Exhibit D and shall deliver it to Owner for recording in the Official Records of Los Angeles County, California and cause such execution to be acknowledged by a notary.

50. RESERVATION OF GOVERNMENTAL RIGHTS

This Agreement is a contract that is being entered into by Owner in its proprietary capacity. Nothing in this Agreement is intended to or shall waive, restrict, modify or otherwise affect the governmental rights and powers of the City of Beverly Hills, all of which are hereby reserved.

51. TIME OF ESSENCE

Time is of the essence of every provision hereof in which time is a factor.

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.

OWNER:

CITY OF BEVERLY HILLS

By: _____
Julian A. Gold, M.D.,
Mayor

ATTEST:

By: _____ (SEAL)
Byron Pope,
City Clerk

APPROVED AS TO CONTENT:

Mahdi Aluzri
Interim City Manager

Karl Kirkman,
Risk Manager

David L. Snowden
Chief of Police, BHPD

APPROVED AS TO FORM:

Laurence S. Wiener,
City Attorney

LA-RICS AUTHORITY:

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY, a California joint
powers authority

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
MARK J. SALADINO
COUNTY COUNSEL

ATTEST:

By: _____

EXHIBIT A

DESCRIPTION OF OWNER'S REAL PROPERTY

464 N. Rexford Drive,
Beverly Hills, California 90210

EXHIBIT B

EQUIPMENT LIST – City of Beverly Hills Police Dept. (BHR)

LTE equipment to be installed on the building at 464 N. Rexford Drive, consisting of

- LTE Antennas and lines, (2) antennas per sector, (3) sectors total
- Antenna Support Hardware
- Microwave Dishes (3 total)
- Generator & Fuel
- Automatic Transfer Switch
- Electrical H-Frame
- Equipment Pad
- RBS Radio Cabinet
- BBS Radio Battery Cabinet
- TMR Microwave Cabinet
- BBS Microwave Battery Cabinet
- MPLS Site Router

All to be located as specifically described on Exhibit C

NOTE: ALL EQUIPMENT, FIXTURES, IMPROVEMENTS AND INSTALLATIONS ARE SUBJECT TO CITY OF BEVERLY HILLS ORDINANCES AND PERMIT REQUIREMENTS.

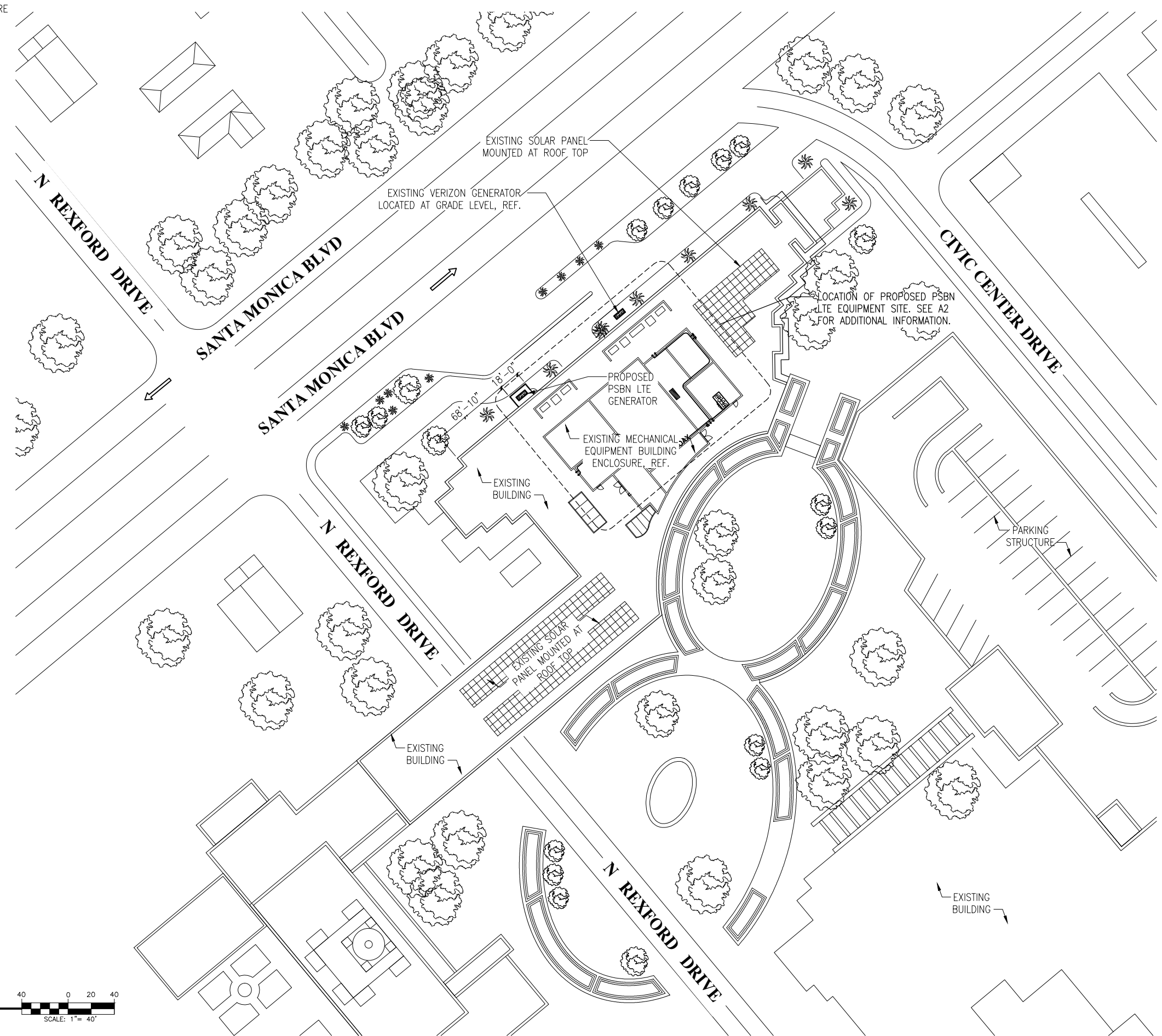
EXHIBIT C

SITE PLAN

(Attached are the detailed site/location plans for all of the equipment, fixtures and improvements permitted by this Agreement and for the permitted access thereto; one plan should be labeled 464 N. Rexford Drive.)

GENERAL NOTES:

1. CONSTRUCTION STAGING AREA TO BE DETERMINED AT PRE CONSTRUCTION WALK WITH LANDLORD & AUTHORITY
2. VERIFY POWER/UTILITY DESIGN PRIOR TO CONSTRUCTION
3. EXISTING DRAINAGE AND PATTERN TO REMAIN THE SAME



12'16" MAGNETIC NORTH


01 SITE PLAN & NOTES

SCALE: 1"=40'


40 0 20 40

SCALE: 1"= 40'

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 SYSTEM. **AGENDA ITEM K - ENCLOSURE 1**



LA-RICS
Los Angeles Regional Interoperable Communications System




MOTOROLA SOLUTIONS

GENERAL DYNAMICS
INFORMATION TECHNOLOGY


BHR
BEVERLY HILLS REXFORD DRIVE

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

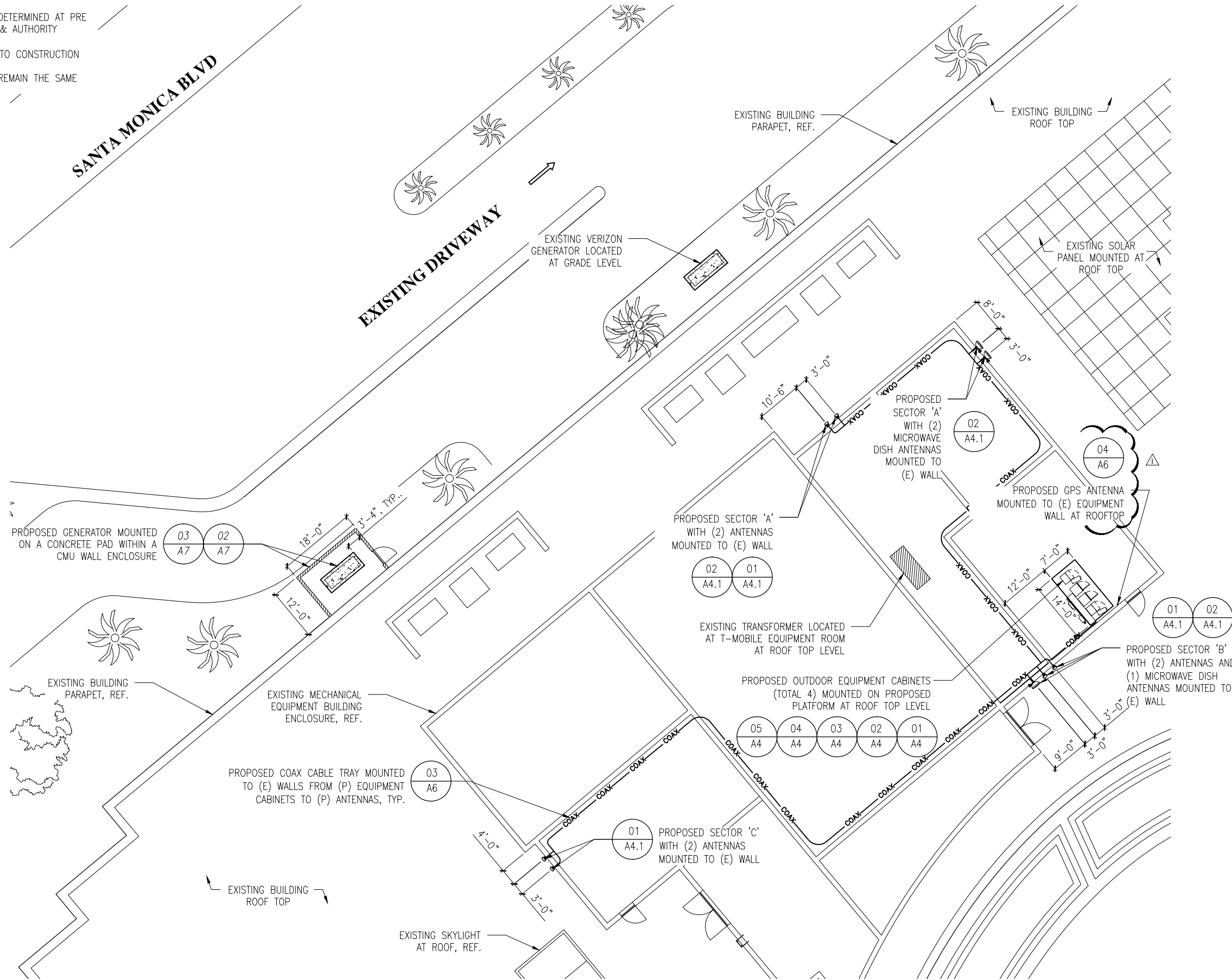
ISSUED DATE	12-31-14
CONSTRUCTION RECORD	
DRAWN BY	EL, RJ, TA, AJ
CHECKED BY	AB
REVISIONS	
EXHIBIT C	




SITE PLAN
A1


GENERAL NOTES:

1. CONSTRUCTION STAGING AREA TO BE DETERMINED AT PRE CONSTRUCTION WALK WITH LANDLORD & AUTHORITY
2. VERIFY POWER/UTILITY DESIGN PRIOR TO CONSTRUCTION
3. EXISTING DRAINAGE AND PATTERN TO REMAIN THE SAME





Los Angeles Regional Interoperable Communications System




MOTOROLA SOLUTIONS

GENERAL DYNAMICS
INFORMATION TECHNOLOGY

BHR
Los Angeles Regional Interoperable Communications System


BEVERLY HILLS REXFORD DRIVE

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



ISSUED DATE: 12-31-14
CONSTRUCTION RECORD
DRAWN BY: EL, RJ, TA, AJ
CHECKED BY: AB

EXHIBIT C



ENLARGED SITE PLAN
A2

ANTENNA MOUNT SCHEDULE		
RAD CENTER	ANTENNA	SECTOR
306'-11"	(2) LNX-6515DS-A1M	SECTOR 'A'
306'-11"	(2) LNX-6515DS-A1M	SECTOR 'B'
306'-11"	(2) LNX-6515DS-A1M	SECTOR 'C'

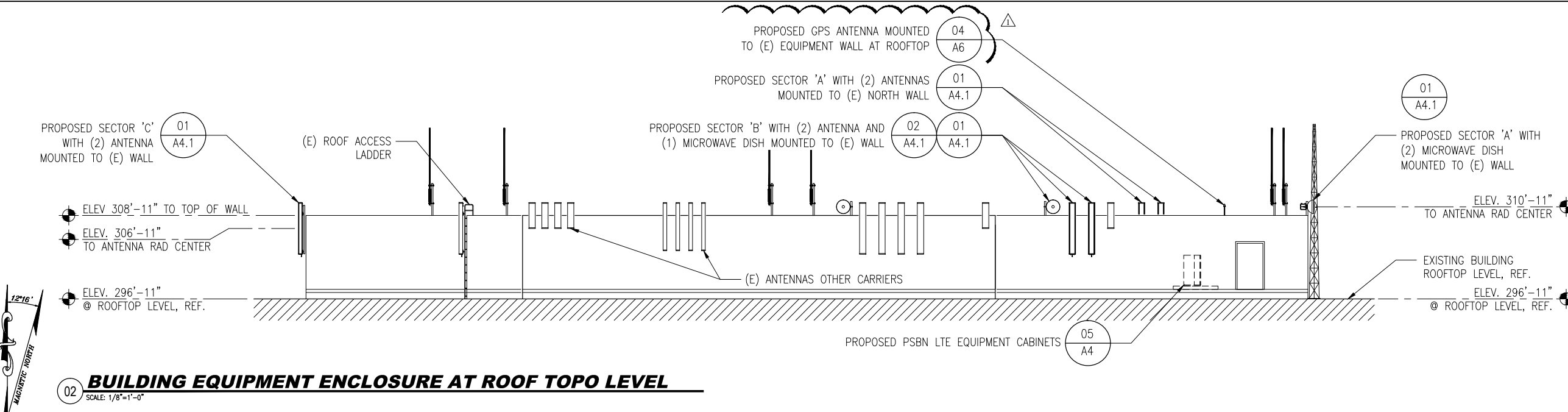
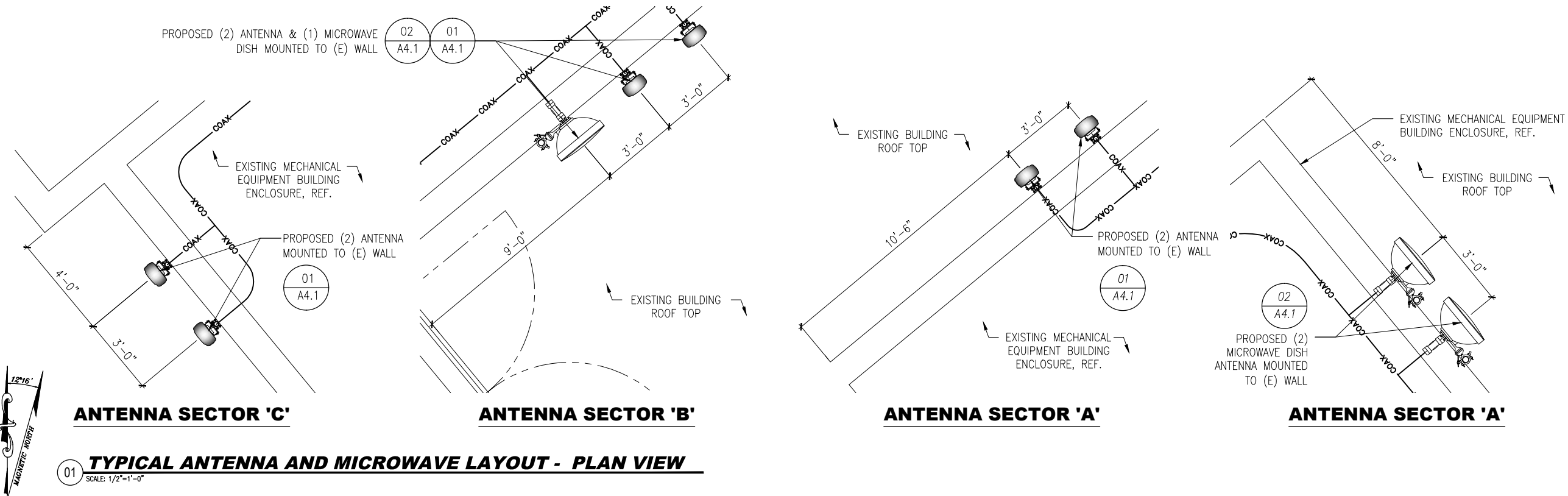
MICROWAVE MOUNT SCHEDULE	
RAD CENTER	MICROWAVE DISH
310'-11"	(2) MICROWAVE DISH ANTENNA AT SECTOR 'A'
310'-11"	(1) MICROWAVE DISH ANTENNA AT SECTOR 'B'


ANTENNA NOTES:

1. ANTENNA CONFIGURATION IS SUBJECT TO CHANGE. VERIFY ANTENNA HEIGHT, DOWN TILT, AND AZIMUTH WITH CURRENT RFDS PRIOR TO CONSTRUCTION.
2. ANTENNAS AND COAX SHALL BE ATTACHED TO (E) WALLS IN ACCORDANCE WITH THE STRUCTURAL DESIGN.


NOTES:

1. JUMPER TO BE MOUNTED 1 FT. AWAY FROM MAINLINE & ANTENNA CONNECTORS (EACH WAY), THEN EVERY 2 FT. UP TO ANTENNA.
2. NO PIPE TO PIPE ANTENNA MOUNT PERMITTED.
3. PROPOSED ANTENNA & MICROWAVE MOUNTING LOCATIONS AND AZIMUTHS TO BE INSTALLED PER FINAL RFDS SHEET. NEED TO VERIFY RFDS PRIOR TO INSTALLATION.





Los Angeles Regional Interoperable Communications System



MOTOROLA SOLUTIONS

GENERAL DYNAMICS INFORMATION TECHNOLOGY

BHR

BEVERLY HILLS REXFORD DRIVE

Los Angeles Regional Interoperable Communications System

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

Mitchell J Architecture

ISSUED DATE: 12-31-14
CONSTRUCTION RECORD
DRAWN BY: EL, RJ, TA, AJ
CHECKED BY: AB

REVISIONS

EXHIBIT C

ANTENNA LAYOUT PLAN BUILDING ELEVATION A3

AGENDA ITEM K - ENCLOSURE 1

EXHIBIT D

FORM OF MEMORANDUM OF AGREEMENT

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

City of Beverly Hills
455 North Rexford Drive
Beverly Hills, California 90210
Attention: City Clerk

[Space Above For Recorder's Use Only]

The undersigned declare that this Memorandum of Agreement is exempt from Recording Fees pursuant to California Government Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is dated as of _____, 2014, and is entered into by and between CITY OF BEVERLY HILLS ("City"), and THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY, a California joint powers authority ("Licensee").

RECITALS

A. Licensee and City have entered into that certain LTE Site Access Agreement of substantially even date herewith (the "License"), pursuant to which City has agreed to license to Licensee, and Licensee has agreed to accept from City, the limited use of portions of the real property located in the City of Beverly Hills, County of Los Angeles, State of California, commonly known as 464 N. Rexford (APN 43412016900) and more particularly described in the License (the "Property").

B. Licensee and City now desire to enter into this Memorandum to comply with Government Code Section 37393 in the event such statute is interpreted to apply to the License.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensee and City agree as follows:

1. License. City hereby licenses to Licensee, and Licensee hereby accepts from City, the portions of the Property defined as the "LTE Site" in the License for an

unlimited term upon the other terms and conditions set forth in the License, which terms and conditions are incorporated herein by this reference.

2. Purpose. This Memorandum is prepared for the purposes of recordation only and in no way modifies the terms and conditions of the License. In the event any provision of this Memorandum is inconsistent with any term or condition of the License, the term or condition of the License shall prevail.

3. Counterparts. This Memorandum may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of License as of the date first written above.

CITY:

CITY OF BEVERLY HILLS

By: _____
Julian A. Gold, M.D.,
Mayor

ATTEST:

By: _____ (SEAL)
Byron Pope,
City Clerk

LICENSEE:

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY,
a California joint powers authority

By: _____
Print Name: _____
Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me, _____
(insert name and title of the officer)

personally _____ appeared
_____;
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are

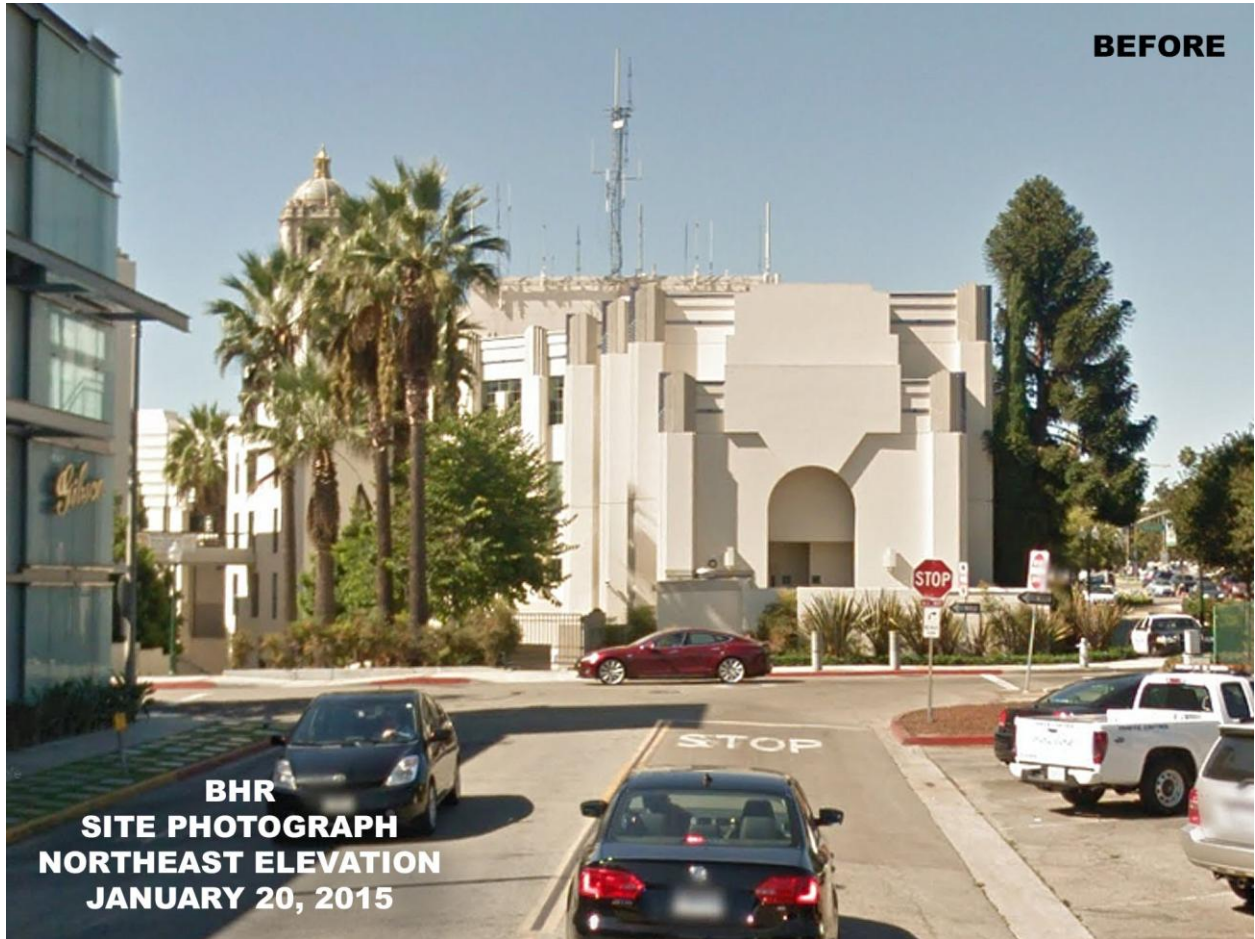
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

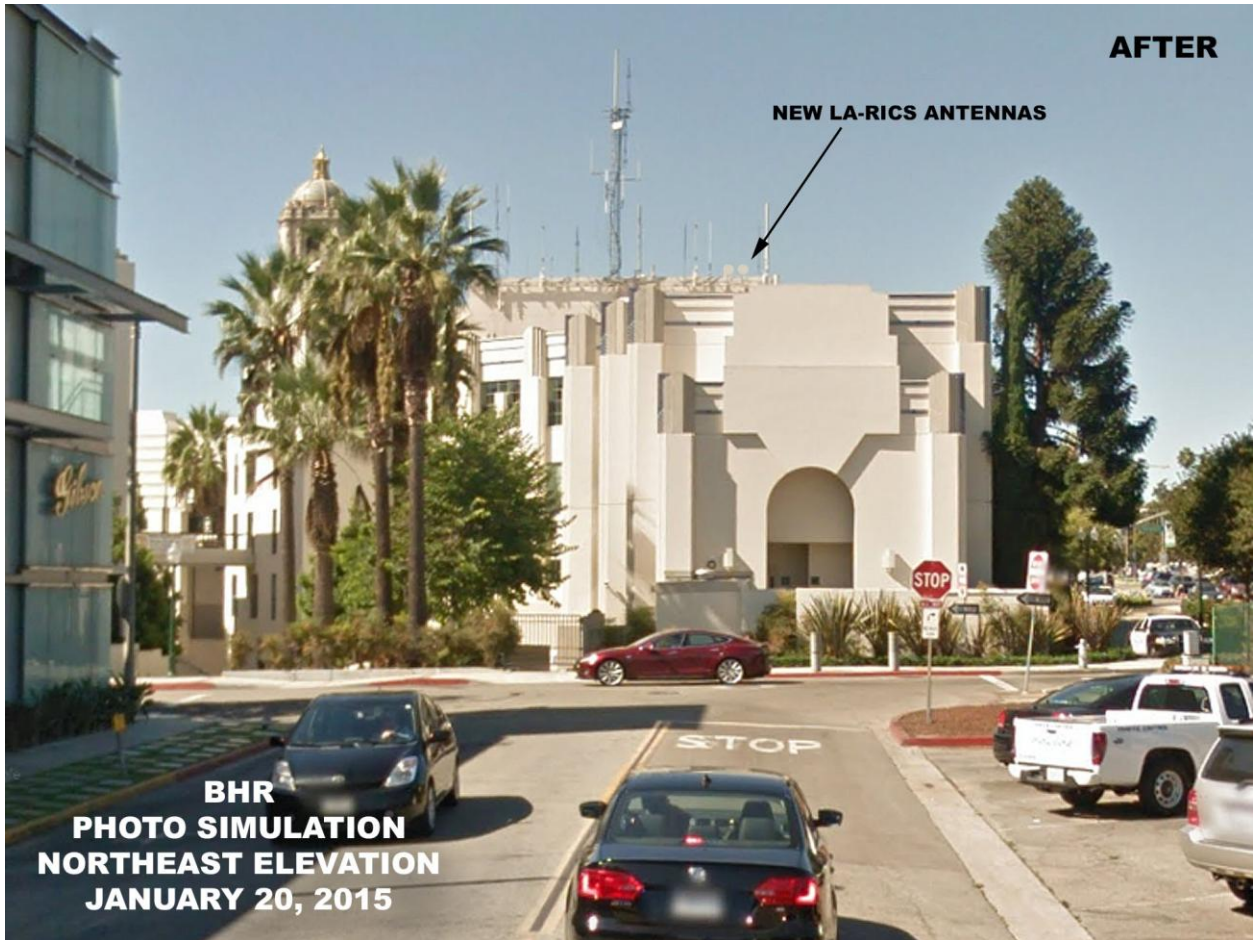
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

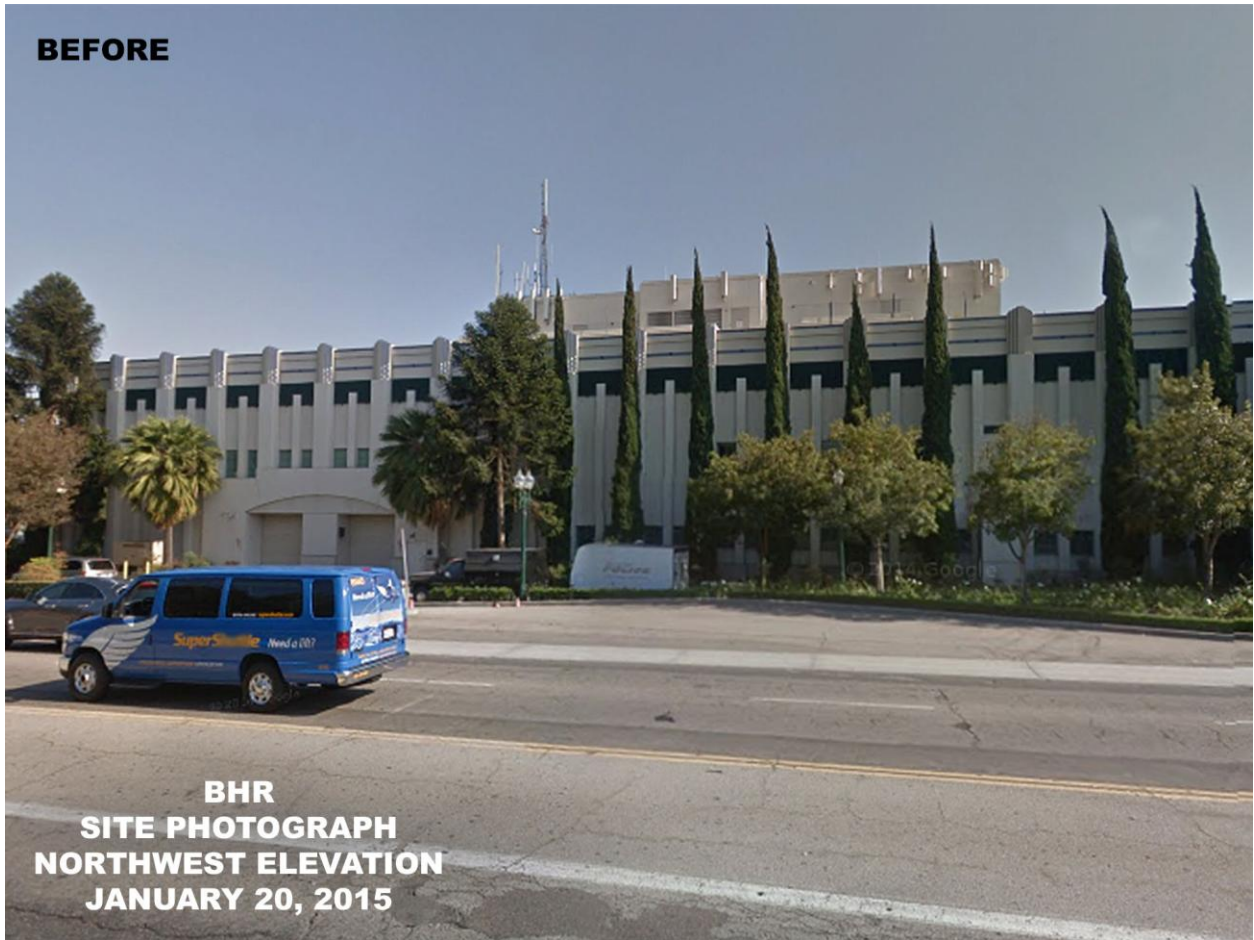
Signature _____ (Seal)

EXHIBIT E – City of Beverly Hills Police Dept. (BHR) Photo simulations





BEFORE



**BHR
SITE PHOTOGRAPH
NORTHWEST ELEVATION
JANUARY 20, 2015**

AFTER

NEW LA-RICS ANTENNAS



**BHR
PHOTO SIMULATION
NORTHWEST ELEVATION
JANUARY 20, 2015**

BEFORE



**BHR
SITE PHOTOGRAPH
SOUTHWEST ELEVATION
JANUARY 20, 2015**

AFTER

NEW LA-RICS ANTENNAS



**BHR
PHOTO SIMULATION
SOUTHWEST ELEVATION
JANUARY 20, 2015**

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 BEVERLY HILLS, a California 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 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 hereto ("Real Property"); and

WHEREAS, Owner desires to permit the use of portions of the Real Property LTE Site to LA-RICS Authority for use as a Long Term Evolution broadband ("Broadband" or "LTE") communication site; 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 **subject to the terms and restrictions in this Agreement**; and

WHEREAS, LA-RICS AUTHORITY is willing to accept and exercise the rights granted by this Agreement for use of a 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

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 the portion of the Real Property described on Exhibit C to install and operate an unmanned LTE communications facility at 464 N. Rexford Drive in Beverly Hills, (the "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, 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; and the presence of pollutants or contaminants therein; **or any other matters**.

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 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 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. Except in case of an emergency, upon thirty (30) days' prior written notice to Owner, the LA-RICS AUTHORITY may remove any of such 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. LA-RICS AUTHORITY shall immediately repair any damage to the Real Property caused directly or indirectly by such removal.

2. PURPOSE AND USE

2.01 The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use limited portions of the Real Property for the installation, operation, maintenance, and repair of a Broadband communication facility, as described in Section 1.01 above (the "Permitted Activities"). The LA-RICS AUTHORITY (and/or its member agencies, the LTE Vendor, the FirstNet Parties and/or other agents specifically authorized by LA-RICS AUTHORITY): (a) subject to the other terms of this Agreement

(including Section 3 below), shall have the right to construct, install, repair, remove, maintain, and operate the LA-RICS AUTHORITY's LTE communications system, described on Exhibit B attached hereto (such LMR system, Broadband system and associated infrastructure, shelters, equipment and related improvements, collectively, the "LA-RICS Facility"), and (b) subject to matters beyond the control of Owner, and Owner's right to deny access in the exercise of its police powers in an emergency, shall be allowed access at and over the access locations specified on Exhibit C for ingress to and egress from the applicable LTE Site Monday through Friday between 8:00 am and 5:00 pm (excluding holidays), except in the event of an emergency, in which case after-hours access shall **only** be granted upon request by LA-RICS AUTHORITY to Owner **on such terms as Owner may impose in good faith**. Each LTE Site shall be used only for the purposes authorized by this Section 2.01, and for no other purposes whatsoever (collectively the "Permitted Activities"). The LA-RICS AUTHORITY shall provide Owner with prior written notice of all of its representatives or agents who are authorized to access the LTE Site pursuant to this Section **or otherwise**, and any unauthorized party shall not be permitted access to the LTE Site.

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.

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. Owner shall have the right to approve such plans and specifications and any modifications thereof, replacements thereof or additions thereto, and LA-RICS AUTHORITY shall revise and resubmit with plans and specifications until Owner's written approval under this Agreement is obtained, provided that Owner shall approve or deny approval of all such plans and specifications within 10 business days of receipt, or said plans and specifications shall be deemed disapproved.

Owner's review and approval of the plans shall not release the LA-RICS AUTHORITY from the responsibility for, or the **obligation for the** correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications or the actual installations/improvements. The LA-RICS AUTHORITY shall be responsible for notifying Owner in writing immediately upon discovery of such omissions and/or errors.

Upon **Owner's written** approval of the final site plan for the LTE Site **(which approval shall be given no later than 5 days after Owner's receipt of the final site plan from LA-RICS AUTHORITY, provided that Owner's failure to respond within such 5-day period shall be deemed disapproved)**, 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) Owner's zoning and permitting requirements. 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).

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 the 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.

4. TERM

The term of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and shall terminate upon the earliest of: (a) written notice of termination by LA-RICS AUTHORITY; (b) written notice of termination by Owner pursuant to Section 28 (Default) hereof; or (c) the 15th anniversary of the Commencement Date. Unless otherwise provided herein, LA-RICS AUTHORITY shall provide three (3) months' advance **written** notice of termination to Owner.

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. **In the event that LA-RICS AUTHORITY enters into an agreement providing for more favorable terms to another city after the date of this Agreement, LA-RICS AUTHORITY will notify the Owner promptly and provide Owner with the option of amending this Agreement such that it contains the more favorable terms.**

Should Owner desire to use the LTE system in the future, the LA-RICS AUTHORITY agrees that it will take into account the Owner's contribution of the LTE Site when determining the contribution amount, user fee or cost required from Owner.

6. INTENTIONALLY OMITTED

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. Subject to Owner's approval rights set forth in Section 3 hereof, 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, LMR Vendor, Broadband Vendor, and/or FirstNet Party'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, at any time after the date of this Agreement, 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, **as more particularly described in Section 15 below**. Any third party granted rights by the Owner shall be required to comply with all applicable noninterference rules of the FCC. 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 such third party facilities.

7.03 Owner reserves the right, at any time after the date of this Agreement and 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. 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 Following the construction and installation of the LA-RICS Facility, LA-RICS AUTHORITY may thereafter, at its sole cost and expense, perform maintenance and repairs as necessary and appropriate subject to all applicable laws, including, without limitation, City of Beverly Hills Building Code, **subject to prior scheduling with Owner, except that prior scheduling shall not be required in the event of an emergency event directly involving public health, safety or welfare for which the LA RICS system is**

needed and the maintenance/repairs are necessary to make the LA RICS system operable for such event.

7.05 Upon completion of the LA-RICS Facility at any LTE Site, or any modifications thereto, additional thereto or replacements thereof, LA-RICS AUTHORITY shall provide Owner with as-built drawings of the LA-RICS Facility at that LTE Site ("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. In the event that LA-RICS AUTHORITY fails to deliver the As-Builts as required by this section within ten (10) business days after Owner's written request, 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.

8. ALTERATIONS

8.01 Subject to LA-RICS AUTHORITY's provision of two business days' advance written notice to Owner and scheduling with Owner, it is understood and agreed that LA-RICS AUTHORITY shall have the right to undertake repairs and near identical replacements of infrastructure, shelters, equipment, and/or related improvements comprising the LA-RICS Facility, as well as repairs and replacements that do not result in the expansion of the area used by the infrastructure, shelters, equipment or related improvements which are being repaired or replaced.

8.02 Subject to Owner's approval, which may be withheld in Owner's sole and absolute discretion, and upon 15 days' written notice, LA-RICS AUTHORITY shall have the right to undertake all categories of alterations not included in Section 8.01, provided that Owner's consent shall not be unreasonably withheld as to those alterations or modifications that may be required pursuant to the Spectrum Manager Lease Agreement between LA-RICS AUTHORITY and the First Net Parties dated July 1, 2013 (the "Spectrum Lease Agreement") or that may be required as a result of FCC rules or regulations. Any proposed alterations shall not exceed the existing footprint for the LA-RICS Facilities as specified in Exhibit C hereto (Site Plan).

8.03 LA-RICS AUTHORITY agrees to submit to the Owner, for review, all plans and specifications, working drawings, and other information reasonably required by the Owner covering proposed alterations by LA-RICS AUTHORITY. All work to be done by LA-RICS AUTHORITY shall be performed in accordance with the plans provided to Owner and shall, where required, be subject to inspection by Owner's City Building Inspector.

9. MAINTENANCE

Owner shall be responsible for maintenance of the Real Property, (including the LTE Site but not the equipment installed by or for LA-RICS Authority), and such

maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities. Notwithstanding the foregoing, Owner shall not be responsible to repair damage caused by LA-RICS AUTHORITY or Broadband Vendor, First Net Parties, or any contractors or licensees of any of them. 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 (or such longer period as may be required by Section 28 (Default) hereof), Owner may do any of the following and invoice LA-RICS AUTHORITY for all associated costs: (a) perform the work, or (b) terminate this Agreement and remove and store or dispose of in any manner the equipment comprising the LA-RICS Facility **without liability to LA-RICS Authority**. All costs invoiced pursuant to the foregoing shall be payable by LA-RICS AUTHORITY 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 caused by the LA-RICS AUTHORITY, its employees, agents, contractors or business vendors, including without limitation the LMR Vendor and the Broadband 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 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.

LA-RICS AUTHORITY shall **promptly** 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 LMR Vendor and/or Broadband 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 (10) business days after such delivery 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 costs of said removal.

11. OTHER OPERATIONAL RESPONSIBILITIES

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

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

(ii) 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 LTE Site.

(iii) 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.

(iv) 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 require 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:

(i) 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;

(ii) Owner shall pay all **reasonable** 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;

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

(iv) 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 **at a location acceptable to Owner.**

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:

(i) 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;

(ii) 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;

(iii) LA-RICS AUTHORITY shall endeavor to give Owner at least nine (9) months, but in no event fewer than six (6) months, written notice of the requested relocation, unless otherwise agreed to by the parties; and

(iv) Owner may, in its sole and absolute discretion, reject any request for relocation pursuant to this Section 12.02.

13. ACCESS TO LTE SITE

13.01 Owner hereby grants to the LA-RICS AUTHORITY, its member agencies, the LTE Vendor, the FirstNet Parties, 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 LTE Site ("Access"). The LA-RICS AUTHORITY shall provide Owner with notice of all of its representatives or agents who are authorized to access the LTE Site.

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 debris and repairing the Access to its original accessible condition 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.

14. EMERGENCY ACCESS BY OWNER

The Owner and its authorized agents may access the LTE Site at any time for the purpose of inspection and/or for making emergency improvements or repairs to the LTE Site or to interrupt or terminate LA-RICS AUTHORITY's transmission(s) from the LTE 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 **or about** the LTE Site, provided that Owner shall endeavor to provide a 24-

hour prior notice to LA-RICS AUTHORITY and shall access the LTE 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 LTE Site due to an emergency; provided, however, that under no circumstance shall the Owner access LA-RICS AUTHORITY's equipment cabinets. Owner shall use good faith efforts to minimize any inconvenience or disturbance to LA-RICS AUTHORITY when entering the LTE Site. LA-RICS AUTHORITY shall reimburse Owner within thirty (30) days of delivery 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 LTE 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 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.

15.02 **Interference With Public Safety Systems.** In the event Owner notifies LA-RICS AUTHORITY of any interference with 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, the parties shall immediately confer, over a period of not less than 24 hours, to attempt to cooperatively resolve the interference. Notwithstanding such 24-hour period, LA-RICS AUTHORITY shall immediately cease such interferences by any and all means possible, and if LA-RICS AUTHORITY does not do so, then Owner may do so, and LA-RICS AUTHORITY shall reimburse Owner within ten (10) days after written demand for all costs incurred by Owner in connection therewith.

15.03 **Interference With Non-Public Safety Systems.** If Owner notified LA-RICS AUTHORITY that LA-RICS AUTHORITY's operations or equipment causes interference with non-public safety-related systems of Owner or any other duly authorized occupant of the Real Property, the parties shall immediately confer, over a period of not less than 10 days, to attempt to cooperatively resolve the interference. In the event such resolution is not possible, after such 10-day period LA-RICS AUTHORITY shall immediately cease such interferences by any and all means possible, and if LA-RICS AUTHORITY does not do so, then Owner may do so, and LA-RICS AUTHORITY shall reimburse Owner within ten (10) days after written demand for all costs incurred by Owner in connection therewith. 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 after the date of this Agreement 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 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.

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 (but only in/at the locations specifically approved **in writing** by Owner **as part of the Site Plan approval and as shown on Exhibit C hereto**), 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 and 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 after delivery of such invoice.

17. **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 claims, liabilities, damages, losses, costs and expenses (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 activities, operations or 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 LTE Vendor.

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 Karl Kirkman at Owner (unless and until Owner designates a difference person to receive such evidence), 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 will require its contractors and subcontractors to provide commercial insurance as required in this Section, and any additional insurance required by LA-RICS AUTHORITY of its contractors and/or subcontractors, shall name the Owner as an additional insured, and LA-RICS AUTHORITY shall promptly provide evidence of its contractors and/or subcontractors coverage to the Owner Risk Manager.

(i) 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:	\$1 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.

(ii) 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

(iii) 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), including 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.

(iv) Construction Insurance. If any construction work is performed by or on behalf of or for the benefit of LA-RICS AUTHORITY during the term of this Agreement (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 its policy form ca 00 01 or its equivalent with limits of not less than TO BE DETERMINED ON A PROJECT BY PROJECT BASIS 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 \$(To be determined on a project by project basis per claim and \$(double the per claim limit) 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. 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.

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 **written** demand.

19.02 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.

20. TAXES

20.01 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.

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 LTE Site arising from LA-RICS AUTHORITY's use of the LTE Site, including without limitation any possessory interest tax.

20.03 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.

20.04 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.

20.05 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, 2nd 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:

City of Beverly Hills
345 Foothill Road

Beverly Hills, California 90210

Attn: Director of Capital Assets

Real Estate and Property Manager

WITH COPIES TO:

Beverly Hills City Attorney

455 North Rexford Drive

Beverly Hills, California 90210

AND:

Beverly Hills Police Department

464 North Rexford Drive

Beverly Hills, California 90210

Attn: Chief of Police

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.

22. LA-RICS FACILITY REMOVAL

22.01 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 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 LTE Site and the Real Property all of its LA-RICS Facility and personal property and improvements and restore the LTE 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 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 provision.

22.02 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 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. Owner may retain or dispose of such personal property and improvements in any way without liability to LA-RICS AUTHORITY, and shall not be required to store or auction any such property or improvements.

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

1.01 This Agreement may not be sold, assigned or transferred by LA-RICS AUTHORITY without the written approval or consent of the Owner, which consent may be withheld or conditioned in Owner's sole and absolute discretion. 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.

1.02 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) The 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.

26. SUBORDINATION AND NON-DISTURBANCE

Owner shall use **commercially reasonable, good faith efforts to obtain**, not later than 15 days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from **any** 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 hereinbelow ("Non-Disturbance Agreement"), and shall recognize LA-RICS AUTHORITY's right to remain in occupancy of and have access to the LTE 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 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.

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. Notwithstanding the foregoing, LA-RICS AUTHORITY shall act with reasonable diligence in pursuing any cure hereunder and shall not take 60 days to cure a default where 60 days is not reasonably required to effectuate such cure. 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, or if LA-RICS Authority dissolves or ceases to operate the Agreement shall be promptly assigned, prior to the dissolution or ceasing of operations in accordance with the provisions of Section 25 hereof (Assignment), then Owner may: (a) in the case of default, cure the default if curable 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.

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 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 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 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); 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. 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 gross negligence or willful misconduct).

32. AUTHORIZATION WARRANTY

The parties hereto represent and warrant that the person executing this Agreement for each of them is duly authorized to do so.

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.

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: (a) the rules and regulations of the FCC, (b) the Federal Aviation Administration ("FAA"), (c) OSHA, and (d) all provisions of the Labor Code of the State of California, pursuant to which the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workman or mechanic needed for the construction of any public improvement contemplated by this Agreement, 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 Broadband 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.

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 **delivery** to LA-RICS AUTHORITY 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 LTE 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 LTE 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 LTE Site.

40.04 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.

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 LTE 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 LTE Site from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the Owner.

41. 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. Subject to Section 3 hereof, 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.

42. 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.

43. LA-RICS AUTHORITY'S STAFF AND EMPLOYMENT PRACTICES

43.01 LA-RICS AUTHORITY hereby designate Lieutenant Mark Wilkins (Phone: (323) 351-6507; Email: mwilkins@beverlyhills.org) as an Operations Manager with whom the Owner may deal with on a daily basis. LA-RICS AUTHORITY may alter such contact person by written notice to Owner. 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.

43.02 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. Owner shall not be obligated to permit any services person to access the LTE Site unless that person has been identified in writing by LA-RICS AUTHORITY to Owner, but Owner shall not be responsible for restricting access to the LTE Site.

44. 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).

45. SUCCESSORS AND ASSIGNS

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

46. 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.

47. 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.

48. 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.

49. MEMORANDUM OF AGREEMENT

Concurrently with its execution and delivery to Owner of this Agreement, LA-RICS AUTHORITY shall execute a Memorandum of Agreement in the form attached hereto as Exhibit D and shall deliver it to Owner for recording in the Official Records of Los Angeles County, California and cause such execution to be acknowledged by a notary.

50. RESERVATION OF GOVERNMENTAL RIGHTS

This Agreement is a contract that is being entered into by Owner in its proprietary capacity. Nothing in this Agreement is intended to or shall waive, restrict, modify or otherwise affect the governmental rights and powers of the City of Beverly Hills, all of which are hereby reserved.

51. TIME OF ESSENCE

Time is of the essence of every provision hereof in which time is a factor.

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.

OWNER:

CITY OF BEVERLY HILLS

By: _____
Julian A. Gold, M.D.,
Mayor

ATTEST:

By: _____ (SEAL)
Byron Pope,
City Clerk

APPROVED AS TO CONTENT:

Mahdi Aluzri
Interim City Manager

Karl Kirkman,
Risk Manager

David L. Snowden
Chief of Police, BHPD

APPROVED AS TO FORM:

Laurence S. Wiener,
City Attorney

LA-RICS AUTHORITY:

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY, a California joint
powers authority

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
MARK J. SALADINO
COUNTY COUNSEL

ATTEST:

By: _____

EXHIBIT A

DESCRIPTION OF OWNER'S REAL PROPERTY

464 N. Rexford Drive,
Beverly Hills, California 90210

EXHIBIT B

EQUIPMENT LIST – City of Beverly Hills Police Dept. (BHR)

LTE equipment to be installed on the building at 464 N. Rexford Drive, consisting of

- LTE Antennas and lines, (2) antennas per sector, (3) sectors total
- Antenna Support Hardware
- Microwave Dishes (3 total)
- Generator & Fuel
- Automatic Transfer Switch
- Electrical H-Frame
- Equipment Pad
- RBS Radio Cabinet
- BBS Radio Battery Cabinet
- TMR Microwave Cabinet
- BBS Microwave Battery Cabinet
- MPLS Site Router

All to be located as specifically described on Exhibit C

NOTE: ALL EQUIPMENT, FIXTURES, IMPROVEMENTS AND INSTALLATIONS ARE SUBJECT TO CITY OF BEVERLY HILLS ORDINANCES AND PERMIT REQUIREMENTS.

EXHIBIT C

SITE PLAN

(Attached are the detailed site/location plans for all of the equipment, fixtures and improvements permitted by this Agreement and for the permitted access thereto; one plan should be labeled 464 N. Rexford Drive.)

EXHIBIT D

FORM OF MEMORANDUM OF AGREEMENT

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

City of Beverly Hills
455 North Rexford Drive
Beverly Hills, California 90210
Attention: City Clerk

[Space Above For Recorder's Use Only]

The undersigned declare that this Memorandum of Agreement is exempt from Recording Fees pursuant to California Government Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is dated as of _____, 2014, and is entered into by and between CITY OF BEVERLY HILLS ("City"), and THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY, a California joint powers authority ("Licensee").

RECITALS

A. Licensee and City have entered into that certain LTE Site Access Agreement of substantially even date herewith (the "License"), pursuant to which City has agreed to license to Licensee, and Licensee has agreed to accept from City, the limited use of portions of the real property located in the City of Beverly Hills, County of Los Angeles, State of California, commonly known as 464 N. Rexford (APN 43412016900) and more particularly described in the License (the "Property").

B. Licensee and City now desire to enter into this Memorandum to comply with Government Code Section 37393 in the event such statute is interpreted to apply to the License.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensee and City agree as follows:

1. License. City hereby licenses to Licensee, and Licensee hereby accepts from City, the portions of the Property defined as the "LTE Site" in the License for an

unlimited term upon the other terms and conditions set forth in the License, which terms and conditions are incorporated herein by this reference.

2. Purpose. This Memorandum is prepared for the purposes of recordation only and in no way modifies the terms and conditions of the License. In the event any provision of this Memorandum is inconsistent with any term or condition of the License, the term or condition of the License shall prevail.

3. Counterparts. This Memorandum may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of License as of the date first written above.

CITY:

CITY OF BEVERLY HILLS

By: _____
Lili Bosse,
Mayor

ATTEST:

By: _____ (SEAL)
Byron Pope,
City Clerk

LICENSEE:

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY,
a California joint powers authority

By: _____
Print Name: _____
Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

LTE SITE ACCESS AGREEMENT

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

BY AND BETWEEN

THE CITY OF LONG BEACH, 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 not a current 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 (Site List) hereto ("Real Property"); and

WHEREAS, Owner desires 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; 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; and

WHEREAS, LA-RICS AUTHORITY is willing to accept and exercise the rights granted by this Agreement for use of a 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 all necessary space and 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 no duty to investigate, 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; 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 and with prior approval by the Owner only unless otherwise provided herein.

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 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 a parcel of the land on the Real Property for the installation, operation, maintenance, and repair of a Broadband communication facility. 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 (such LTE 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 LTE Site 24 hours per day, 7 days per week without notice. 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; 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 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, 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).

LA-RICS AUTHORITY must obtain any and all permits necessary for the project and pay all fees required by the Owner. 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.

6. **CONDITIONS PRECEDENT TO INSTALLATION OR ALTERATIONS 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 LTE Site. In addition, Owner shall have the right to inspect said equipment and the LTE Site at any time during and after installation at any time. 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. Owner's review 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 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, 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, 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 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 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. 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 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' 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 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 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 LTE 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 (Site List), B (Equipment List), and C (Site Plan) and/or as permitted elsewhere herein, without first obtaining written approval from 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: (a) make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements without providing notice to the Owner, and (b) perform any alterations or modifications that may be required pursuant to the Spectrum Manager Lease Agreement between LA-RICS AUTHORITY and the First Net Parties dated July 1, 2013 (the "Spectrum Lease Agreement") or that may be required as a result of FCC rules or regulations, after providing notice to the Owner. LA-RICS AUTHORITY agrees 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. All work to be done by LA-RICS AUTHORITY shall be performed in accordance with the plans approved by Owner and shall, where required, be subject to inspection by Owner's City Building Inspector.

9. **MAINTENANCE**

Owner shall be responsible for maintenance of the Real Property, including the LTE Site, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities. 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 caused by the negligence or willful misconduct of 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 five business days after receipt of notice to remove such debris. After the expiration of such five-business day period, Owner shall cause such debris to be removed and invoice LA-RICS AUTHORITY for the reasonable 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 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) LA-RICS 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 Manager Lease Agreement, 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 six (6) months written notice of the requested relocation.

13. **ACCESS TO LTE SITE**

13.01 Owner hereby grants to the LA-RICS AUTHORITY, its member agencies, the LTE Vendor, the First Net Parties, 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 LTE Site ("Access"). The LA-RICS AUTHORITY, on behalf of itself and its member agencies, the LTE Vendor, and the First Net Parties, 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 LTE Site pursuant to this Section.

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 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.

14. **EMERGENCY ACCESS BY OWNER**

The Owner and its authorized agents may access the LTE Site at any time for the purpose of inspection and/or for making emergency improvements or repairs to the LTE Site or to interrupt or terminate LA-RICS AUTHORITY's transmission(s) from the LTE 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 LTE Site, Owner shall not be required to provide notice to LA-RICS AUTHORITY prior to entering the LTE 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 LTE 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 LTE 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 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.

15.02 **Interference With Public Safety Systems.** In the event of any interference with 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. The interference issue must be resolved or removed within forty-eight (48) hours.

15.03 **Interference With Non-Public Safety Systems.** In the event LA-RICS AUTHORITY's operations or equipment causes 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. 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 during the term of the Agreement.

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. If Owner is unable to contact LA-RICS AUTHORITY, Owner may terminate operation of the LA-RICS AUTHORITY equipment immediately.

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 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.

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 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.

17. **HOLD HARMLESS AND INDEMNIFICATION**

17.01 **General.** LA-RICS AUTHORITY shall indemnify, protect, defend and save harmless each of the City, its Commissions and Boards, and their officials, employees, and agents ("Indemnified Parties") from and against any and all claims, actions, liabilities, demands, final judgments, liens, losses, fines, penalties, civil liabilities, damages, expenses and costs (including reasonable attorneys' fees, accounting fees, expert witness or consulting fees and engineering and laboratory costs, if any), arising from or related to the LA-RICS AUTHORITY's use or occupation of the LTE Site or to the extent caused by LA-RICS AUTHORITY, its employees, agents, or contractors, for: (a) injuries to or death of any person(s), or loss or damage to the LTE Site arising in connection with LA-RICS AUTHORITY's use of the LTE Site or (b) arising in connection with or as a result of, any act or omission of LA-RICS AUTHORITY or its employees, agents or contractors (including the LTE Vendor), or (c) any default of this Agreement by LA-RICS AUTHORITY.

17.02 Neither the Indemnified Parties nor their agents or employees shall be liable for any injury to or death of persons or damage that may be sustained by the goods, wares,

or property of LA-RICS AUTHORITY, its employees, invitees or visitors, or any other person(s) in or about the LTE Site, or for loss or interruption of business, caused by or resulting from any activities performed by the LA-RICS AUTHORITY or its contractor.

17.03 Neither the Indemnified Parties nor their agents and employees shall be liable for loss of any property by theft.

17.04 Neither the Indemnified Parties nor their agents and employees shall be liable for any damages arising from any act of neglect of or any officers, employees, agents, representatives, customers, business visitors or invitees of LA-RICS AUTHORITY, except to the extent caused by the gross negligence or willful misconduct or breach of its obligations under this Agreement by the Indemnified Parties.

17.05 Each Party intends this Section 17 (Indemnification) to supersede and nullify the application, if any, of California Government Code sections 895.2 [joint and several liability] and 895.6 [pro rata contribution].

17.06 Nothing in this Agreement, whether expressly or by implication, shall constitute a waiver by either Party of any governmental immunities or claims requirements, including but not limited to those under California Government Code section 900 et seq., all of which are hereby categorically reserved.

18. **INSURANCE**

A. General Insurance Provisions:

As a condition precedent to the effectiveness of this Agreement, and without limiting LA-RICS AUTHORITY's obligations of indemnity, LA-RICS AUTHORITY at no cost to City shall procure and maintain in full force and effect during the term of this Agreement the following levels of insurance. During the term of this Agreement, LA-RICS AUTHORITY shall maintain a program of insurance coverage as described below. LA-RICS AUTHORITY at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to City after execution of this Agreement at City's request. Any contractor hired by LA-RICS AUTHORITY will maintain a program of commercial insurance as described below.

18.01 Each policy of any contractor hired by Authority shall be from a company or companies with a current A.M. Best's rating of no less than A :VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance code or any federal law.

18.02. Each policy of any contractor hired by Authority, including any policy provided by a sublessee or any other third party, shall be endorsed to

provide that the policy shall not be cancelled until thirty (30) days written notice of cancellation has been served upon the Director by regular mail; provided however, that such notice of cancellation with respect to LA-RICS AUTHORITY's worker's compensation coverage shall be in writing.

- 18.03. The policy or policies required under paragraphs 18.A.i. above shall also be endorsed to provide substantially as follows:
- 18.04 That the City and Indemnified Parties, while acting within the scope of their authority, shall be additional insureds under any policy of a contractor hired by the Authority with regard to liability and defense of suits or claims arising from the work, operations, products, and activities performed by or on behalf of the named insured.
- 18.05 That such insurance is primary as relates to Contractor operations and any other insurance, deductible, retention or self-insurance maintained by the City and Indemnified Parties and LA-RICS AUTHORITY shall not contribute with such primary insurance.
- 18.06 That in the event a claim is made or a suit is filed against an insured (whether named or additional), including a claim or suit by another insured (whether named or additional), the policy shall cover the insured against whom the claim is made or suit is filed in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.
- 18.07 That the coverage provided therein shall apply to the obligations assumed by LA-RICS AUTHORITY under the indemnity provisions of this Agreement subject to standard policy provisions and exclusions, unless the policy or policies contain a blanket form of contractual liability coverage.
- 18.08 Any failure by the named insured to comply with reporting provisions of the policy or breaches or violation of warranties shall not affect coverage provided to the indemnified parties and LA-RICS, provided that such failure is not due to the acts of the additional insureds.
- 18.09 The policy or policies required of the Contractor hired by Authority shall also be endorsed to provide a waiver of subrogation stating that the insurer waives indemnification from the indemnified parties and Authority.
- 18.10 If any of the required insurance is provided on a "claims-made" basis, any "prior acts" coverage or "retroactive date" on such insurance and all subsequent insurance shall be as the Effective Date. Upon expiration or termination of coverage of required insurance, any contractor hired by LA-

RICS AUTHORITY shall procure and submit to city evidence of “tail” coverage or an extended reporting coverage period endorsement for the period of at least three (3) years from termination or expiration of this Agreement.

- 18.11 Any contractor hired by LA-RICS AUTHORITY shall deliver certificates and additional insured blanket endorsements (“Evidence of Insurance”) to the City Risk Manager for approval as to sufficiency and to the City Attorney for approval as to form, which approvals shall not be unreasonably withheld, conditioned or delayed. Within ten (10) days after expiration of any such policy, Evidence of Insurance showing that such insurance coverage has been renewed or extended shall be filed with the Director, without a lapse in coverage. If such coverage is cancelled or reduced, LA-RICS AUTHORITY shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City Risk Manager evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. LA-RICS AUTHORITY agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and Evidence of Insurance has not been submitted to the City.
- 18.12 Not more frequently than every three years, if in the opinion of City Risk Manager or designee and with concurrence of the Authority, the amount of the foregoing insurance coverage is not adequate, LA-RICS AUTHORITY shall increase the insurance coverage as required by City.
- 18.13 Such insurance as required herein shall not be deemed to limit any contractor hired by LA-RICS AUTHORITY’S liability relating to performance under this Agreement. City reserves the right to require complete certified copies of all said policies at any time. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this Agreement. LA-RICS AUTHORITY understands and agrees that, notwithstanding any insurance, LA-RICS AUTHORITY’S obligation to defend, indemnify, and hold City, its officials, agents, and employees harmless hereunder is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by the condition of the LTE Site or in any manner connected with or attributed to the acts or omissions of LA-RICS AUTHORITY, its officers, agents, contractors, employees, subcontractors, licensees, patrons, or visitors, or the operations conducted by LA-RICS AUTHORITY, or the LA-RICS AUTHORITY’S use, misuse, or neglect of the LTE Site.
- 18.14 Any modification or waiver of the insurance requirements herein shall be

made only with the written approval of the City Risk Manager or designee.

B. TYPES AND LIMITS OF INSURANCE

18.15 Commercial 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 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

18.16 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.

18.17 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

18.18 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), including 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 LTE Site. Failure to use such insurance proceeds to timely repair and restore the LTE Site shall constitute a material breach of the Agreement.

18.19 Construction Insurance. If major construction work is performed by LA-RICS AUTHORITY during the term of this Agreement (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 the LTE Vendor 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 LTE Vendor's use of autos pursuant to this Agreement, 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 LTE Vendor 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 LTE Vendor's employees. If the LA-RICS AUTHORITY's or LTE Vendor's 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 LTE Vendor 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.

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 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.

20. **TAXES**

20.01 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.

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 LTE Site arising from LA-RICS AUTHORITY's use of the LTE Site.

20.03 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 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. . 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:

Long Beach Director of Disaster Preparedness and Emergency
Communications

2990 Redondo Avenue

Long Beach, CA 90806

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 LTE Site and the Real Property and restore the LTE 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 LTE Site and the Real Property all of its LA-RICS Facility and personal property and improvements and restore the LTE 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 60 days of the cancellation. 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 60 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 LTE 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 the approval or consent of the Owner, which consent may not be unreasonably withheld or conditioned. 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 (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 CEO.

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.

26. **SUBORDINATION AND NON-DISTURBANCE**

Owner shall obtain, not later than 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 hereinbelow ("Non-Disturbance Agreement"), and shall recognize LA-RICS AUTHORITY's right to remain in occupancy of and have access to the LTE 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 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.

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 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.

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 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 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 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); 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 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.

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, marital 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 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.

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 LTE 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 LTE 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 LTE Site.

40.04 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.

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 LTE 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 LTE 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.

41. **NON-AVAILABILITY OF FUNDING**

41.01 The parties acknowledge and agree that LA-RICS' AUTHORITY's and Owner's performance of their respective 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 hereof (LA-RICS Facility Removal)) upon a loss or reduction of grant funds or other applicable funding sources.

42. **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.

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

43.01 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.

43.02 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.

44. **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).

45. **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.

46. **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.

47. **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.

48. **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

[SITE OWNER CITY]

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 FS5

7575 E. Wardlow Rd. L.B. APN: 7075-002-906/901

Site LBECOC

2990 Redondo Ave. L.B. APN: 7149-003-931

Site LBFD012

1199 E. Artesia Blvd. L.B. APN: 7115-008-908

LBPDHQ

400 W. Broadway L.B. APN: 7280-25-902

EXHIBIT B

EQUIPMENT LIST

Page 1 of 4

Equipment List
City of Long Beach Fire Dept - FS5

- Antenna Support Hardware
- LTE Antennas and line x6
- Microwave Dishes (at sites with microwave)
- 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 B

EQUIPMENT LIST

Page 2 of 4

Equipment List
City of Long Beach Fire Dept - LBECOC

- Antenna Support Hardware
- LTE Antennas and line x6
- Microwave Dishes (at sites with microwave)
- 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 B

EQUIPMENT LIST

Page 3 of 4

Equipment List
City of Long Beach Fire Dept - LBFD012

- Antenna Support Hardware
- LTE Antennas and line x6
- Microwave Dishes (at sites with microwave)
- 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 B

EQUIPMENT LIST

Page 4 of 4

Equipment List
City of Long Beach Police Dept - LBDHQ

- LTE Antennas and line
- Microwave Dishes
- Antenna Support Hardware
- Power (If not using existing service)
 - 1 Generator
 - 2 Automatic Transfer Switch
 - 3 Electrical H-Frame
- RBS Radio Cabinet
- BBS Radio Battery Cabinet
- TMR Microwave Cabinet
- BBS Microwave Battery Cabinet
- MPLS Site Router

EXHIBIT C

SITE PLAN

Page 1 of 4

City of Long Beach Fire Dept - FS5

SEE ATTACHED DRAWINGS

DRAFT / CONFIDENTIAL

EXHIBIT C
SITE PLANS

Page 2 of 4

City of Long Beach Fire Dept – LBECOC

SEE ATTACHED DRAWINGS

DRAFT / CONFIDENTIAL

EXHIBIT C
SITE PLANS

Page 3 of 4

City of Long Beach Fire Dept - LBFD012

SEE ATTACHED DRAWINGS

EXHIBIT C
SITE PLANS

Page 4 of 4

City of Long Beach Police Dept – LBPDHQ

SEE ATTACHED DRAWINGS

DRAFT / CONFIDENTIAL

PSBN Site List

City of Beverly Hills

Site ID	Facility Name	Organization	Address Line	City	State	Zip Code	Parcel Owner
BHPD	Beverly Hills PD	Beverly Hills Police Dept	464 N. Rexford Drive	Beverly Hills	CA	90210	City of Beverly Hills

City of Long Beach

Site ID	Facility Name	Organization	Address Line	City	State	Zip Code	Parcel Owner
LBFD5	Long Beach Fire Station 5	Long Beach Fire Dept	7575 E. Wardlow Rd.	Long Beach	CA	90805	City of Long Beach
LBECOC	Long Beach Emergency Communication Center	Long Beach Police Dept.	2990 Redondo Ave	Long Beach	CA	90805	City of Long Beach
LBFD012	Long Beach Fire Station012	Long Beach Fire Dept	1199 E. Artesia Blvd.	Long Beach	CA	90805	City of Long Beach
LBPDHQ	Long Beach Police Dept Headquarters	Long Beach Police Dept	400 W. Broadway St.	Long Beach	CA	90805	City of Long Beach