



# AGENDA

## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

### BOARD OF DIRECTORS MEETING

Thursday, May 7, 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: May 1, 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>.

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#### **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. **Bill Walker**, Fire Chief, City of Alhambra
11. **Larry Giannone**, Chief of Police, City of Sierra Madre
12. **Mark R. Alexander**, City Manager, CA Contract Cities Assoc.
13. **Kim Raney**, Chief of Police, City of Covina
14. **Douglas Prichard**, City Manager, City of Rolling Hills Estates

#### **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.  
**Scott Ferguson**, Fire Chief, City of Santa Monica
- Sam Olivito**, Executive Dir, CA Contract Cities Assoc.  
**David Povero**, Captain, City of Covina  
**Greg Grammer**, Asst., City Manager, City of Rolling Hills Estates

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#### **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. April 2, 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
- Washington, DC Update

D. Project Manager’s Report – Pat Mallon

Agenda Item D

E. Grant Status Report – No Report



**VI. DISCUSSION ITEMS (F-H)**

**F. Alternate Risk Based Funding Plan**

Agenda Item F: Enclosure

**G. Status of Funding for Televate Contract – Post BTOP Grant**

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

Agenda Item H: Enclosure

**VII. ADMINISTRATIVE MATTERS (I-N)**

**I. APPROVAL OF THE BROADBAND TECHNOLOGIES OPPORTUNITY PROJECT CORRECTIVE ACTION PLAN**

It is recommended that your Board:

Delegate authority to the Executive Director to move forward with deployment of the Public Safety Broadband Network (PSBN) System in accordance with the CAP Plan, upon receipt of CAP Plan approval from the NTIA (Department of Commerce).

Agenda Item I: Enclosure

**J. AMENDMENT NO. 5 FOR PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES**

It is recommended that your Board:

1. Approve a decrease to the Maximum Contract Sum in the amount of \$329,997, decreasing the Maximum Contract Sum amount from \$6,027,000 to \$5,697,003 to align with the reduction of PSBN Sites in the Authority's CAP response.
2. Delegate authority to the Executive Director to execute Amendment No. 5 with Televate, substantially similar in form to Enclosure 1.

Agenda Item J: Enclosure



**K. AMENDMENT NO. 15 FOR PROJECT AND CONSTRUCTION MANAGEMENT SERVICES**

It is recommended that your Board:

1. Approve a reduction in the cost for PSBN portion of work by \$789,120 to decrease the level of effort apportioned to the PSBN project as proposed in the Authority's response to a Corrective Action Plan; however, from a portion of this reduced cost, increase the level of effort for outreach services by \$685,200 to communicate the projects purpose and to educate the public on the project; for a net decrease in the Maximum Contract Sum by \$103,920, from \$32,497,345 to \$32,393,425.
2. Delegate authority to the Executive Director to execute Amendment No. 15 with Jacobs, substantially similar in form to Enclosure 1.

Agenda Item K: Enclosure

**L. COMMUNITY RELATIONS CONSULTANT SERVICES**

It is recommended that your Board:

1. Accept services from County of Los Angeles Chief Executive Office per a Delegated Authority Agreement with G. F. Bunting, on behalf of the Authority, for community relations professional consultant services, for a term of one year with a not-to-exceed amount of \$100,000, substantially similar in form to Enclosure 1;
2. Reimburse the County of Los Angeles for such services, which are an allowable expense under the Broadband Technology Opportunity Program (BTOP) grant.

Agenda Item L: Enclosure

**M. FIBER USE AGREEMENT WITH THE COUNTY OF LOS ANGELES**

It is recommended that your Board:

Delegate authority to the Executive Director to complete negotiations with the County and execute an Agreement, substantially similar in form to Enclosure A, with the County to allow the Authority to use the County's Fiber Ring, on a



gratis basis, to design, test, implement, operate, and create the LA-RICS Fiber Ring, for the PSBN and LMR Systems.

Agenda Item M: Enclosure

**N. APPROVE SITE ACCESS AGREEMENT WITH CITIES OF BEVERLY HILLS, GARDENA AND LONG BEACH**

It is recommended that your Board:

1. Find that the approval and execution of the Site Access Agreements by the LA-RICS Authority does not result in any change to the 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 to those attached, one or more Site Access Agreements with the Cities of Beverly Hills, Gardena (and South Bay Regional Public Communications Authority) and Long Beach. 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 N: Enclosures

**VIII. MISCELLANEOUS – (None)**

**IX. PUBLIC COMMENTS**

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

**XI. CLOSED SESSION REPORT**

Conference with Legal Counsel – Anticipated Litigation (subdivision (d) (2) and (d) (4) of Government Code Section 54956.9 2 cases)

**XII. ADJOURNMENT and NEXT MEETING:**

Thursday, June 4, 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.



# BOARD OF DIRECTORS MEETING MINUTES

LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

April 2, 2015  
Grace E. Simons Lodge  
1025 Elysian Park Drive, Los Angeles, CA 90012

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**Board Members Present:**

**Sachi Hamai**, Chair, CEO, County of Los Angeles

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

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

**Daryl L. Osby**, Fire Chief, Los Angeles County Fire Dept.

**Bill Walker**, Fire Chief, City of Alhambra, representing Los Angeles Area Fire Chiefs Association

**Mark R. Alexander**, City Manager, City of La Canada Flintridge, representing Contract Cities Association

**Larry Giannone**, Chief of Police, City of Sierra Madre, representing the Los Angeles County Police Chiefs Association

**Kim Raney**, Chief of Police, City of Covina

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**Representatives For Board Members Present:**

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

**Jose Santome**, Deputy Chief, representing Steven K. Zipperman, Chief of Police, Los Angeles School Police Dept.

**Horace Frank**, Commander, representing Charles L. Beck, Chief of Police, Los Angeles Police Dept.

**Patty Huber**, Assistant CAO, representing Miguel Santana, CAO, City of Los Angeles

**Graham Everett**, representing Ralph M. Terrazas, Asst., Chief, City of Los Angeles Fire Dept.

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**Officers Present:**

**Patrick Mallon**, LA-RICS Executive Director

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**Absent:**

**Miguel Santana**, CAO, City of Los Angeles

**Ralph Terrazas**, Fire Chief, City of Los Angeles Fire Dept.

**Charles L. Beck**, Vice Chair, Chief of Police, LA Police Dept.

**Steven K. Zipperman**, Chief of Police, LA School Police Dept.

**Ron Iizuka**, Police Captain, City of Culver City



**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. March 5, 2015 – Regular Meeting Minutes

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

Ayes 13: Hamai, McDonnell, Santome, Farfan, Chidester, Osby, Frank, Everett, Walker, Huber, Alexander, Giannone and Raney.

**MOTION APPROVED.**

**IV. CONSENT CALENDAR – (None)**

**V. REPORTS (2-5)**

2. Finance Committee Report – No Report
3. Director's Report – Pat Mallon
4. Project Manager's Report – No Report
5. Grant Status Report – No Report

Chair Hamai stated due to very important updates that recently occurred she would like to continue all items except for items G, H, and I on the Agenda. Chair Hamai stated that Item H will be taken out of order to provide Executive Director Pat Mallon an opportunity to brief the Board on the main issues that occurred over the last week. Item H was then heard and discussed by the Board. *(See Item H below.)*

**VI. DISCUSSION ITEMS (F)**

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

Agenda Item F: Enclosure

**ITEM WAS CONTINUED TO MAY 7, 2015, MEETING.**





**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**

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.

Counsel Truc Moore stated Board Member Alexander raised a good point during the March Board meeting concerning whether the Authority should conduct elections for uncontested seats. After review of the Authority's Bylaws, Counsel Moore recommends that the Bylaws be amended to allow for any individual who runs for an uncontested seat to simply be voted onto the Board by a vote of the Board so that we do not need to conduct an election. Today we have two uncontested seats. The first, the City of Covina, to be filled by Chief Kim Raney, is nominated for Seat No. 3. The other uncontested seat for consideration is Seat No. 4. The City of Rolling Hills Estates, to be filled by Douglas Prichard, City Manager, has been nominated.

Board Member Alexander moved to amend the Bylaws and appoint Kim Raney to Seat No. 3 and Rolling Hills Estate City Manager Douglas Prichard to Seat No. 4, seconded by Board Member McDonnell.

Ayes 13: Hamai, McDonnell, Santome, Farfan, Chidester, Osby, Frank, Everett, Walker, Huber, Alexander, Giannone, Raney.

**ITEM G WAS DISCUSSED OUT OF ORDER.**



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

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;
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.

Executive Director Pat Mallon stated the Board of Supervisors (BOS) met on Tuesday, March 24, 2015, to discuss the Los Angeles Regional Communications System (LA-RICS) project regarding the impact and concerns from the public and Los Angeles County Fire Fighters Union Local 1014 about the Radio Frequency (RF) emissions and outreach. The Federal Communications Commission (FCC) has established 505 microwatts per square centimeter (mW/cm<sup>2</sup>) as a maximum permissible emission (MPE) level. The MPE for the industrial workers is actually five times higher than the established level for the general public. In an industrial setting, workers are typically aware of the RF emissions and would take appropriate action in that regard. The LA-RICS modeling reports have undergone an extensive study on the 70 foot (ft.) monopole and the maximum RF emissions level is 5 to 6 mW/cm<sup>2</sup> or 1.2% of the MPE level established by the FCC for the general public. Additional modeling was also done on installations at the 45, 50, and 55 foot height level. Modeling for a site where additional LMR equipment is envisioned was also conducted. In all of these instances, the RF emissions were well below the MP level established by the FCC. The experts further informed us that the FCC limits are 50 times lower than what has been determined to have any effect on a human being.

The FCC does periodically conduct reviews but they have determined that there is no need to adjust those limits because there is no need to currently do so. There is a "Notice of Propose Rule Making" (NPRM) from the FCC that is out for review. The NPRM does not propose any change to the maximum permissible emissions levels. Board Member Alexander asked if we were to do further testing is there any reason to believe that the results would be different at other sites. Executive Director Mallon stated, "No. There is a slight difference if the monopole is lower, but all RF emissions are still well within the safe zone.



The maximum RF emissions are 150 ft. to 200 ft. from the pole. The modeling consists of an engineering program. We wanted to validate the results of the modeling so we directed Motorola to activate a site for a test only in the City of Industry. The RF emission testing was conducted at County Fire Station 87 and test readings were taken at 10 to 11 areas of the site. The results were very low. Board Member Alexander inquired, "Is there any other external factors that may change the results of the testing such as topography or materials in the area?" Executive Director Mallon stated, "We did find that there are three commercial cellular sites nearby and there was a slight variance in readings based on the activity on the adjacent LTE sites."

Executive Director Mallon stated over 12, 000 hours in outreach was conducted at a cost of \$1.5 million and this does not include a commitment of time from the internal staff. Within the resources available to us, we have done a tremendous amount of outreach. As far as reaching out to the unions we relied upon the agencies to conduct the outreach rather than LA-RICS directly requesting to meet with the Unions. Perhaps this was a flaw in our approach and we learned a great deal. The community outreach for the County and City sites was primarily for the purpose of gaining their approval of Site Access Agreements (SAA). The one limitation was the amount of time and the available LA-RICS resources. Given a couple of years we would enjoy the opportunity to meet with the communities and discuss options, installations, and their concerns of the RF emissions.

At their meeting held on Tuesday, March 24, 2015, the BOS introduced a motion directing LA-RICS to suspend further activities on County of Los Angeles fire sites. We have directed Motorola to cease further activities but to make sure that the open trenches are filled properly for safety reasons. The BOS action was monitored by our grantors and our partner FirstNet. And, we have had numerous conversations with them regarding the status of the project.

At the Los Angeles City Council meeting on Tuesday, the Council took action to suspend construction on all City police and fire stations that are City-owned; we were notified by NTIA of the suspension on Tuesday at noon. LA-RICS also will make the sites safe for the City police and fire by removing equipment and ensuring that the sites are back to a safe condition.

LA-RICS has had extensive conversations with FirstNet and NTIA yesterday and more discussion with them today concerning on which sites we can build. Those sites consist of County Sheriff's sites and independent City sites.

The Executive Director went on to state that we have also been in contact with the Office of Emergency Services (OES) Deputy Director Karen Wong. Ms. Wong is very interested in working with California Department of



Transportation (Caltrans) and California Highway Patrol (CHP) to identify sites where we can place deployable LTE equipment and provide a good level of coverage. LA-RICS has until the end of business a week from today to provide a plan and will be sharing it with the Board of Directors (BOD) once we submit it to FirstNet and to NTIA. Alternate Board Member Horace Frank clarified that the City Council action was taken on Wednesday, April 1, 2015, not Tuesday. Alternate Board Member Patty Huber stated a copy was provided to each Board Member and the item needs to be agenized in order to work on some answers to the motion. Chair Hamai stated that a discussion item can be considered for the next meeting.

Chair Hamai stated Los Angeles County is fully committed to finding a pathway for the LTE system. We are meeting with the Federal government sometime in April, and we will ask Congress for an extension for the Broadband Technology Opportunities Program (BTOP) Grant. If NTIA is interested we will see if a smaller system can be built at this time and then expanding the system later. Again, County of Los Angeles is very committed to having an interoperable system for the County with that being said Chair Hamai wants to read in a couple of motions.

The first motion by Chair Hamai:

Effective and robust public outreach and education is essential to ensure that residents, local, governments, employees, and other stakeholders are fully aware of the public safety benefits, the construction plans and the safety of the LTE and LMR systems being built by LA-RICS. Given the large number of planned sites for the location of LTE and LMR antennas, an effective public outreach and education effort will require specialized resources beyond the ability of LA-RICS staff to quickly and effectively engage residents, employees and other stakeholders. The timing to implement the public education and outreach effort will depend upon further discussions with federal officials regarding grant funding and the characteristics of the LTE system to be initially developed. While discussion has begun with public outreach specialists, final plans and contracts are not yet finalized. Action to initiate the public outreach may be required before the next scheduled LA-RICS Board meeting.

I, THEREFORE, MOVE that the LA-RICS Board delegate authority to the Executive Director to, in consultation with the LA-RICS Board Chair, to enter into contracts as necessary with public education and outreach specialists to ensure residents, employees, local governments, and other stakeholders are fully informed about the public safety benefits, the safety and construction of the LTE and LMR systems.



Chair Hamai asked the Board to approve the motion today because we have a short timeframe and would like to work on outreach right away versus waiting another month or so. Alternate Board Member Farfan asked how much will this motion cost? Executive Director Mallon stated through the Jacobs contract we had an outreach firm as a subcontractor. LA-RICS was also asked to put together a plan and the estimated cost is \$200,000 to \$350,000. We can do this under the Jacobs contract by amending the existing contract by using money from other activities. Alternate Board Member Farfan stated he is not comfortable with the estimated cost of additional outreach and does not think that additional outreach would make a difference. Chair Hamai stated additional outreach will notify more citizens and neighborhoods, such as those individuals that attended the BOS meeting. At this time additional outreach is very much needed and we will be following the BOS order as well. Alternate Board Member Farfan stated that at the City Council meeting yesterday, the City is not willing to go through with LTE unless representatives from police and fire approve to move forward. Executive Director Mallon stated in developing the plan to NTIA next week it would exclude any construction on City police and fire sites. As for the Sheriff stations located in contract cities, we received approval from the BOS to install on those sites, and will undertake community outreach.

Board Member Alexander asked Executive Director Mallon about the public outreach funding for this and whether it is eligible under the BTOP grant? Executive Director Mallon stated we would have to determine that through NTIA. NTIA has funded outreach in the past and we would hope they approve the new plan. Board Member Alexander asked if funding is available now that we have taken off some sites, Executive Director Mallon stated that is correct.

Alternate Board Member Santome stated that he supports outreach but has concerns of the manner of how outreach has been done. We need to be relevant and a different approach is necessary because in the past outreach meetings only staff members signed in. It is important to ensure that more people are aware and understand what the meetings are about and they can ask questions as well as be informed. Executive Director Mallon stated he agrees based on the outcome from past outreach meetings. One of the new approaches is to inform the residents with door hangers who reside within a 500 foot radius of the site as oppose to publishing the information in the paper. Alternate Board Member Santome stated that is a good solution, but he would also like to see that property owners get notified as well by mail.

Board Member Raney asked if Jacobs was doing the outreach prior to today. Executive Director Mallon stated Katz is the subcontractor to Jacobs and they were involved in the early outreach for the City-owned sites. We used a different firm to do the SAAs for independent City-owned sites. Jacobs has been available to help us with outreach but they were not in charge of outreach.



Board Member Raney agrees with more outreach but has concerns about replicating outreach issues by not informing the key stakeholders the second time around. Executive Director Mallon stated we will look at other firms but is concerned with the time that is required to go through a solicitation to use grant funds.

Chair Hamai stated she confirmed with Board Member Osby that the Fire Department currently has an outreach group under contact we may be able to utilize. Alternate Member Frank asked if this motion is for current sites or for proposed sites. Executive Director Mallon stated the alternate sites consist of deployable within the existing program exclusive of police and fire sites. Alternate Member Frank asked why we are excluding outreach for police and fire sites. Executive Director Mallon stated based on the current timeframe we do not have time to add them back into the schedule. Chair Hamai stated that we need to move forward with what we can and at a later time we can revisit the police and fire sites. We can also agenda this item for the next meeting, if we are going to exclude outreach for the police and fire sites or add them back into the schedule. Alternate Member Frank stated his concern is outreach for the current police and fire sites. Executive Director Mallon stated we do not know if NTIA will approve outreach for those sites that we will not be deploying. Alternate Board Member Santome asked Chair Hamai to amend the second motion of outreach to add the word "HEALTH" in the third paragraph to read "the health safety and construction of the LTE and LMR systems". Chair Hamai motioned to amend first, seconded by Alternate Board Member Patty Huber.

Ayes 13: Hamai, McDonnell, Santome, Farfan, Chidester, Osby, Frank, Everett, Walker, Huber, Alexander, Giannone, Raney.

The second motion by Board Member Chair Hamai:

The development of a dedicated Public Safety Broadband Network (PSBN) has been both a local and a national goal to ensure that in the event of a disaster, public safety members and first responders can communicate when commercial networks are either unavailable or saturated. Every effort should be made to achieve this goal, even if achievement is incremental or slower than originally planned.

Discussions are currently underway between LA-RICs and NTIA to determine the viability, coverage and cost associated with the LTE system with a reduced numbers of LTE sites in Los Angeles County. Exploration into augmenting the system with sites located on other government agencies is underway. Finally, the possibility of building a core system that could be expanded later when FirstNet develops a national PSBN should be reviewed.



I, THEREFORE, MOVE that the Executive Director be instructed to provide the Board of Directors with a report by April 10, 2015, that analyzes the coverage, viability, costs and construction timeframe of an LTE system utilizing the remaining Los Angeles County sites, independent City sites, and any other governmental agency sites that could be added to augment the system.

Alternate Board Member Huber stated on the second motion she would like to indicate that direction to move to a smaller system count will increase the costs and there is the need to consider the issue of bifurcation of membership as it relates to jurisdictions who may or may not want to use a smaller system.

Following further discussion, Chair Hamai motioned first, seconded by Board Member Jim McDonnell.

Ayes13: Hamai, McDonnell, Santome, Farfan, Chidester, Osby, Frank, Everett, Walker, Huber, Alexander, Giannone, Raney.

#### **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.

Counsel Moore stated Executive Director Mallon contract expires at the end of this month and for him to continue in his position he will need an extension, which is recommended for your approval today.

The Board then proceeded to take Item XI (Closed Session) out of order. Following the Board's return to Open Session, public comment was taken from James Aichele and Cathy Nichols. James Aichele addressed the Board regarding this item and recommended that Mr. Mallon's contract not be renewed. Cathy Nichols also addressed the Board regarding this item and recommended that Mr. Mallon's contract not be renewed. Thereafter, Pat Mallon responded to the public comments. A roll call was then taken of the Board's vote of the item as follows, which was adopted:

Ayes: McDonnell, Santome, Chidester, Osby, Hamai, Walker, Alexander, Giannone

Noes: Farfan, Frank, Graham, and Huber



**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

**ITEM J WAS CONTINUED TO MAY 7, 2015 MEETING.**

**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





**ITEM K WAS CONTINUED TO MAY 7, 2015 MEETING.**

**VIII. MISCELLANEOUS – (None)**

**IX. PUBLIC COMMENTS**

**PUBLIC COMMENTS WAS HEARD DURING ITEM H.**

James Aichele, resident of Rolling Hills addressed the Board and stated that the BOS has suspended construction due to the residents' complaints, including those who have opted-out. Executive Director Mallon attending a City Council meeting and stated at the meeting the sites are County-owned where the towers were going to be built. Residents stated it was not practical to build these towers in their City and the only purpose for putting up the towers in our City is because you can. Fire Station 56 is 200 ft. away from residents, and is the concern for Rolling Hills. Our City does not have a terrorist risk. The only reason the County wants to put a tower in our City is to justify where they are spending money. Our fire fighters state they do not need this equipment to function in our area.

Scott Edson Commander from County of Los Angeles Sheriff's Department addressed the Board in support of the positive LTE data network. The network will be available when commercial network is not available. The network will be private to first responders, which will help us to communicate in the event of a disaster. The LTE network will be very beneficial based on those requirements. Commander Edson has worked with three independent companies that make Band Class 14 devices. The more LTE towers we have the better coverage we have for an emergency event or an earthquake. The smart phone makers have designed their devices based on our requirement of two-way communications that use Band 14. Computers or tablets will no longer be needed in a patrol vehicle; you can use a smart phone. This will help to stay connected when away from the vehicle and is extremely beneficial. Keep this in mind as you move forward.

Bern J. Galvin resident of Rolling Hills addressed the Board as stated his opposition to installing a tower at Fire Station 56. He is opposed to the towers because there has not been enough time to evaluate information recently brought on to the residents and health risks have not been discussed with the community. The community has had several meetings opposing the towers. Mr. Galvin stated the outreach is only about the positive and not addressing the health risk.

Cathy Nichols resident of Rolling Hills and is a neighbor to the Fire Station. The main concerns are the health risk. In Sweden exposure to the electro-magnetic sensitivity is a form of disability. Ms. Nichols states that she uses cellular phones and microwaves etc., but is manageable to stay away. An article states in West Virginia people are



moving away from the towers. A department of interior letter from NTIA stating that non-electromagnetic emissions from the FirstNet towers kills birds, results in embryo death, etc. Rolling Hills needs mobile towers because of the canyon, cliffs, and hills.

Penni Smith resident of Rolling Hills is representing a 97 year old lady whose property line is adjacent to Fire Station 56. She can see the tower outside of her front window and door. The property value will go down due to the tower and her health is at risk. They understand the towers are for safety reasons but the towers should be located somewhere else.

Ross Smith resident of Rolling Hills addresses five points: first, there are viable options for the towers; the health issues and property damage due to the construction; the geological report that was provided by LA-RICS does not state the survey; the property value loss adjacent properties will be impacted; and, finally, the view of the site is an eye sore.

Mildred Bellis resident of Rolling Hills addresses the Board and stated that she opposes the project and she has lived next to the fire station for 59 years. Ms. Bellis opposes because the tower will be in her backyard.

Anni Bellis resident of Rolling Hills addresses the project and stated that the tower will be built on silky sand according to a geological study done by General Dynamics. The tower will be placed about 370 ft., from the landslide area which occurred in the late 1950s or early 1960s. Ms. Bellis believes this is a poor location to build a tower because of the landslide area. Another issue is that they have opted-out. Ms. Bellis asked what are the qualifications or process for opting-out. She asked that her comments be taken into consideration and she has a document for the recorded.

Chair Hamai stated this will completed our public comments.

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

Board Member Alexander stated he continues to receive calls and concerns from City managers, specifically from Lawndale, Rolling Hills, and other communities. Some City Councils have taken action and adopted resolutions opposing the monopoles. Board Member Alexander asked Executive Director Mallon what the impact would be if the system was to be removed from the area. Executive Director Mallon stated LA-RICS took a look at what coverage would be lost. We started out with 177 monopoles. In the East Antelope Valley, we are down to 2 or 3 from 9. This will result in a significant lost in the East Antelope Valley area. Board Member Alexander used the area of Rolling Hills as an example, and asked what kind of coverage would be lost. Executive Director Mallon stated everything west and south of the City to the coast would be lost for LTE. Board Member Alexander asked, "If we remove the LTE tower from Rolling Hills and Lawndale, can those areas be covered through a mobile system? Can there be a roll



out deployable Site on Wheels (SOW)?” Executive Director Mallon stated, “As long as we have users on the system and satellite connectivity.” Board Member Alexander asked Chair Hamai if the Board could discuss what other alternatives are available particularly on the LMR system for those cities that object the monopolies. We might lose some LTE site but would not like to lose LMR coverage because it is very important. Chair Hamai stated that we will include alternatives to the loss of coverage on the next agenda.

## **XI. CLOSED SESSION REPORT**

Closed session convened at approximately 10:12 a.m., and reconvened to open session at 10:49 a.m. No reportable action under the Brown Act was taken.

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:**

Chair Hamai announced adjournment of this meeting at 10:57 a.m. The Board’s consensus was unanimous. The next Board meeting will take place on Thursday, May 7, 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. 37**

**For April, 2015**

**Submitted April 29, 2015**

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## PROGRAM DASHBOARD

CATEGORY	RATING	CHANGE	COMMENTS
SAFETY	●	NO CHANGE	
QUALITY	●	NO CHANGE	
SCHEDULE	●	CHANGE	DUE TO NTIA SUSPENSION OF THE PSBN PROJECT THE SCHEDULE IS IMPACTED
COST/BUDGET	●	CHANGE	REVISED GRANT AMOUNT FROM NTIA
RISK	●	CHANGE	GRANT CAP RESPONSE AND COMPLETION OF SITES UNDER THE AMENDED PROGRAM
PROJECT STAFFING	●	NO CHANGE	

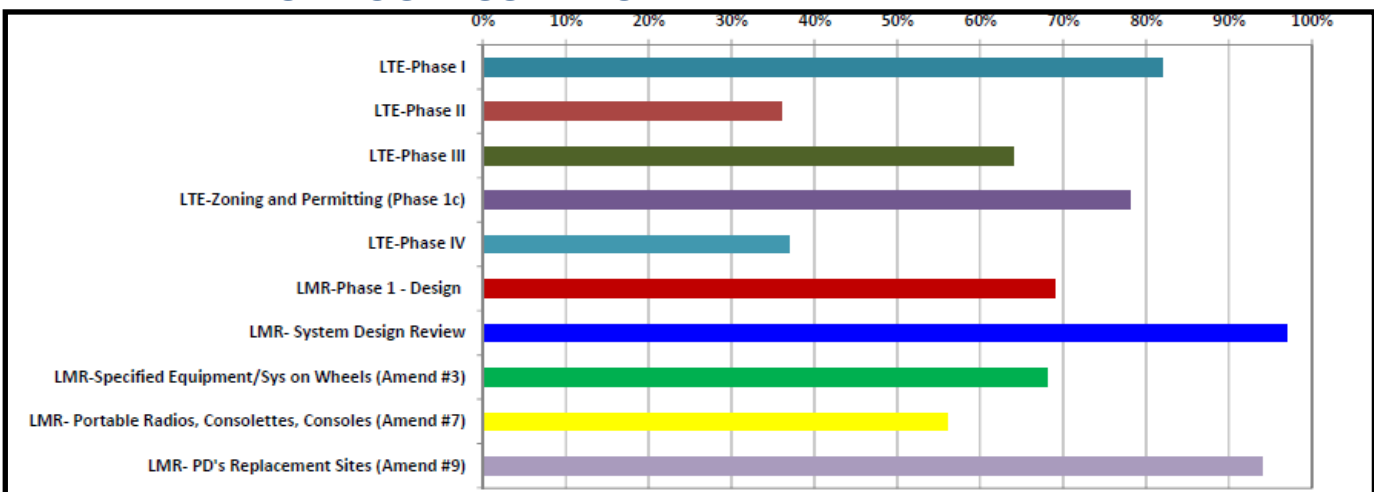
## RISK REGISTER

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	SUSPENDED
LTE PHASE II	IN PROGRESS	SUSPENDED
LTE PHASE III	IN PROGRESS	SUSPENDED
LTE ZONING AND PERMITTING (PHASE 1C)	IN PROGRESS	SUSPENDED
LTE PHASE IV	IN PROGRESS	SUSPENDED
LMR PHASE 1 DESIGN	IN PROGRESS	NOVEMBER, 2015
LMR SYSTEM DESIGN	COMPLETED	MAY, 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



**AGENDA ITEM D**

# LA-RICS MASTER CALENDAR

May 2015 (Proposed)						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	<p>4 1300 – LMR/LTE Shared Sites Mtg</p> <p>1400 – LTE System Design &amp; Site Meeting w/MSI</p>	<p>5 0900 – WESM Mtg</p> <p>1000 – LMR Weekly Site &amp; System Design Mtg</p>	<p>6 0800 – Weekly LTE Backhaul Mtg</p> <p>1400 - Frequency Coordination Mtg</p> <p>1600 - LMR Project Weekly Early Deployment Coordination Mtg</p>	7 1000 - Site Status Review	8	9
10	<p>11 1300 – LMR/LTE Shared Sites Mtg</p> <p>1400 – LTE System Design &amp; Site Meeting w/MSI</p>	<p>12 0900 – WESM Mtg</p> <p>1000 – LMR Weekly Site &amp; System Design Mtg</p>	<p>13 0800 – Weekly LTE Backhaul Mtg</p> <p>1400 - Frequency Coordination Mtg</p> <p>1600 - LMR Project Weekly Early Deployment Coordination Mtg</p>	14 1000 - Site Status Review	15	16
17	<p>18 1300 – LMR/LTE Shared Sites Mtg</p> <p>1400 – LTE System Design &amp; Site Meeting w/MSI</p>	<p>19 0900 – WESM Mtg</p> <p>1000 – LMR Weekly Site &amp; System Design Mtg</p>	<p>20 0800 – Weekly LTE Backhaul Mtg</p> <p>1400 - Frequency Coordination Mtg</p> <p>1600 - LMR Project Weekly Early Deployment Coordination Mtg</p>	21 1000 - Site Status Review	22	23
24	<p>25 1300 – LMR/LTE Shared Sites Mtg</p> <p>1400 – LTE System Design &amp; Site Meeting w/MSI</p>	<p>26 0900 – WESM Mtg</p> <p>1000 – LMR Weekly Site &amp; System Design Mtg</p>	27	28	29	30
31						

## **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 design for 182 sites
  - PSBN coverage map: 48 site NTIA maps
  - PSBN coverage maps: 48 sites + 15 Cell on Wheels (COW) site NTIA map
  - PSBN coverage map: 48 sites + 15 Cell on Wheels (COW) + 19 LAPD site NTIA map
  - PSBN coverage maps: 42 sites + 15 Cell on Wheels (COW) site NTIA map
- **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

- The PSBN project was suspended by the NOAA Grants office on April 3, 2015 the NOAA Grants office official suspended the PSBN B-TOP grant and issued a CAP to the Authority. A response was due by April 13, 2015 which was completed. The CAP response proposes a reduced number of sites which is the results of the County and L.A. City directing that fire station sites in both jurisdictions be eliminated as sites for the project. The Grant suspension is expected to be lifted on or around May 1, 2015.
- Responded to Corrective Action Plan (CAP) by providing a Work Ahead schedule to NTIA outlining future compliance work, document deliverables and a schedule for work going forward. Discussed work going forward with NTIA
- Began converting route mod 03 and 04 packages (along with AZPD001) into the first Supplemental EA. Submitted this to Authority for internal review. This EA included AZPD001, BHR, BURPD01, LAPD077, LAPDVNS, LBECOC, LBFD012(N), PASDNPD, RANCHO, SDW, and VPC
- Provided kml files for First Supplemental EA to NTIA
- Began development of second Supplemental EA to accommodate COW sites, BGPD001, LDWP243, and ONK
- Discussed supplemental LTE work with USFWS. Began development of biological assessment for sites ONK and LDWP243 to support informal consultation with USFWS
- Informed SHPO of revised schedule for submission of 620/321 forms. Continued development of 620 and 621 forms
- Developed analysis to support a second set of candidate SHPO-exempted sites and submitted for NTIA review
- Continued outreach efforts through TCNS and NAHC
- Participated in weekly meetings with NTIA and Authority to discuss environmental work ahead
- Completed SAC reporting for Q1 2015
- Assisted in preparing CAP response to NTIA. Prepared Exhibit A—Cap Sites List
- Continued outreach to independent cities that are still in the program. Resolve issues with equipment location, and aesthetics
- Coordinated with A-E design team for building permit and SAA activities
- Coordinated and attended geotechnical investigations for remaining sites FCCF and LDWP243
- Meeting with California Office Emergency Service (CalOES) for identification of potential sites for Cell on Wheels (COW) placement
- Coordinated with CALTRANS District 7 for potential COW sites at Maintenance Yards
- Started site visits and preliminary assessment of potential COW sites at Caltrans District 7 sites

## LMR SITES/CIVIL DELIVERABLES

- Attended teleconferences with LA City Mayor's Office Staff and FEMA personnel to discuss NEPA approach
- Continued preparation of weekly revisions of spreadsheet of the LMR sites for FEMA
- Supported preparation of revised construction waiver for submittal to FEMA
- Began reviewing environmental database of LMR sites for preparation of site summary forms for CEQA analysis of each site
- Continued FCC 620/621 preparation and TCNS submittals for LMR sites
- Began responses to FEMA's comments to the Endangered Species Act no-effects determinations and revisions to the supporting documentation
- Prepared attachments for FEMA to submit with letter to FAA to initiate NEPA outreach
- Identified alternate sites to replace LACF sites originally proposed as LMR sites or shared and co-located LTE sites



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
<b>LA-RICS MSI LMR Integrated Master Schedule (IMS) Replan</b>						18-Mar-19, LA-RICS MSI																										
<b>Phase 1 - LMR System Design</b>						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																										
<b>Project Management Plan</b>						23-Dec-13 A, Project Management Plan																										
<b>LA-RICS Deliverables</b>						27-Apr-15, LA-RICS Deliverables																										
<b>LA-RICS Provides Access to Core Sites</b>						18-Mar-14 A, LA-RICS Provides Access to Core Sites																										
<b>Early Shipment</b>						10-Dec-14 A, Early Shipment																										
<b>Amendment 3 - Specified Equipment Shipment and System on Wheels</b>						21-Oct-15, Amendment 3 - Specified Equipment Shipment and System on Wheels																										
<b>Amendment 4 - Station B Equipment</b>						03-Nov-15, Amendment 4 - Station B Equipment																										
<b>Integration of SOW and STB</b>						09-Jun-14 A, Integration of SOW and STB																										
<b>Amendment 5 - VDC Core 2 Deployment</b>						06-May-14 A, Amendment 5 - VDC Core 2 Deployment																										
<b>Amendment 7 - Portable Radio Equipment, Consolettes, &amp; Consoles</b>						24-Nov-15, Amendment 7 - Portable Radio Equipment, Consolettes, & Consoles																										
<b>Amendment 8 - Portable Radios and Radio Accessories</b>						22-Sep-14 A, Amendment 8 - Portable Radios and Radio Accessories																										
<b>Project Description Preparation</b>						06-Dec-13 A, Project Description Preparation																										
<b>Amendment 9 - Project Descriptions for 26 potential replacement sites</b>						01-May-15, Amendment 9 - Project Descriptions for 26 potential replacement sites																										
<b>Environmental Review</b>						26-Jun-15, Environmental Review																										
<b>Design Review</b>						24-Nov-15, Design Review																										
<b>Phase 1a - Licensing Process</b>						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																										
<b>Phase 1b - Submit Required Permits &amp; Approvals</b>						20-Jan-16, Phase 1b - Submit Required Permits & Approvals																										
<b>Zoning Permit</b>						31-Dec-15, Zoning Permit																										
<b>Building Permits</b>						20-Jan-16, Building Permits																										
<b>Receive Permit Approvals</b>						20-Jan-16, Receive Permit Approvals																										
<b>Phase 2 - Site Construction and Site Modification</b>						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																										
<b>Notice to Proceed Phase 2 for Sites (Broken out by Site #)</b>						27-Jan-16, Notice to Proceed Phase 2 for Sites (Broken out by Site #)																										
<b>Site Construction Materails</b>						28-Dec-15, Site Construction Materails																										
<b>Site Build / Modiifcations</b>						21-Oct-16, Site Build / Modiifcations																										
<b>Phase 3 - Supply LMR System Components</b>						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																										
<b>Manufacturing / Staging / Site Development and Test</b>						24-Aug-16, Manufacturing / Staging / Site Development and Test																										
<b>Phase 4 - LMR System Implementation</b>						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																										
<b>RF Emission Safety Report</b>						31-Aug-15, RF Emission Safety Report																										
<b>Implementation &amp; Testing</b>						16-Mar-18, Implementation & Testing																										
<b>Warranty - 12 months</b>						18-Mar-19, Warranty - 12																										
<b>Phase 5 - LMR System Maintenance</b>						18-Mar-19, Phase 5 - LM																										



## **Monthly Report #20**

**Reporting Period: 03/16/15 thru 04/17/15**

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

**Motorola Solutions, Inc.**



***MOTOROLA SOLUTIONS***

**AGENDA ITEM D**

## Table of Contents

1. Executive Summary .....	3
2. Project Status .....	4
2.1 Tasks In Progress or Completed .....	4
2.2 Tasks Planned for Next Period (04/20/15 thru 05/22/15) .....	5
2.3 Authority Look-Ahead Tasks (120-Day) .....	5
3. Project Risk Register .....	6
4. Areas of Concern .....	6
5. Disputes and Claims .....	7
6. Financial Status .....	7
7. LA-RICS Master Schedule .....	7

## 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".

Amendment 11 was executed to (a) make the necessary changes to reflect Phase 1 Description Work for two (2) potential replacement sites; (b) make changes necessary to reflect an existing credit from Amendment No. 3 in the amount of \$547,158 in Phase 3 (Supply LMR System Components) for one (1) LMR System Site, (c) make changes necessary to add project management costs that were inadvertently omitted in Amendment No. 10 in the amount of \$64,282 in Phase 4 (LMR System Implementation) for one (1) LMR System Site, (d) make other certain changes as reflected in this Amendment No. 11, all of which reduce the Maximum Contract Sum by \$459,529, from \$292,846,813 to \$292,387,284.

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 **03/16/15** through **04/17/15**. As of this reporting period Phase 1 LMR System Design is 69% complete. 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 (97% Complete)

The LMR System Design is a compilation of documents that will define the architecture, functionality and performance of all of the subsystems that make up the LMR system. It includes all aspects of the system including performance criteria, reliability levels and testing procedures. System Design activities for this period included frequency identification and planning, evaluation of site parameter changes, development of subsystem architecture, and submittal of revised drafts sections of subsystem functional operations. A final set of site parameters was selected to complete the coverage design process. Motorola delivered the updated design documents which the Authority has approved. The city has requested a revised design to the four cell configuration which supports the City operations. This will cause a new design review. Next steps will be start of construction drawings on the 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 Test Plans will be updated upon receipt of the comments from the Authority.
- **LA-RICS Deliverables - Authority Site Access Agreements**  
Authority's efforts to develop and execute the applicable Site Access Agreements for the required sites in the LMR design. This task also includes access to the sites that will host the system's core switching network. Even though no agreements have been executed the Authority has made continued progress with the Member Agencies to finalize Site Access Agreements. This activity is primarily being driven by the Authority's Outreach Program. With the change of this activity from a task to a milestone it is no longer measuring progress and therefore we only show 0% or 100% complete for each Site Agreement.

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

LMR Project Dashboard			
Category	Rating	Change	Comments
Schedule			EIR milestones have been incorporated into the schedule which impacted the start of construction.
Quality			No quality issues to report
Risk			Risk items have been identified regarding; Spectrum, Site Access Agreements, and Site Conditions. FEMA has suggested an Environmental Process that will impact the overall schedule. This process is under evaluation and any impacts will be identified by the next reporting period.
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
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreement	In Process
NEPA FONSI	In Process
CEQA Notice of Determination	In Process

Activity Name	Activity Status
<b>Project Descriptions</b>	
Develop 26 Project Descriptions for Alternative Sites (25 of 26 Completed)	In Process

## 2.2 Tasks Planned for Next Period (04/20/15 thru 05/22/15)

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

Activity Name	Planned Status
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreement	On Going
Access to Core Sites	On Going
NEPA FONSI / CEQA Notice of Determination	On Going
<b>Environmental Review &amp; Documentation (Authority)</b>	
Environmental Consultant Initiates CEQA & EHP/NEPA Analysis	On Going
Prepare Preliminary Draft EHP/NEPA Form	On Going
Prepare EIR	On Going
<b>Project Descriptions</b>	
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
<b>LA-RICS Deliverables</b>	
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
<b>Environmental Review &amp; Documentation (Authority)</b>	
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

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

### 3. Project Risk Register

Title	Assigned	Impact	Risk Description	Status
Site Condition Changes	Authority	High	Site condition differences from RFP to current condition may impact ability to implement planned installations and delay or require changes to LMR design (e.g. coverage, backhaul, etc.) Changes in the LTE project and sites that have dropped due to availability have had an impact on the LMR at planned shared and or co-located sites. Evaluation of these impacts are under review.	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.

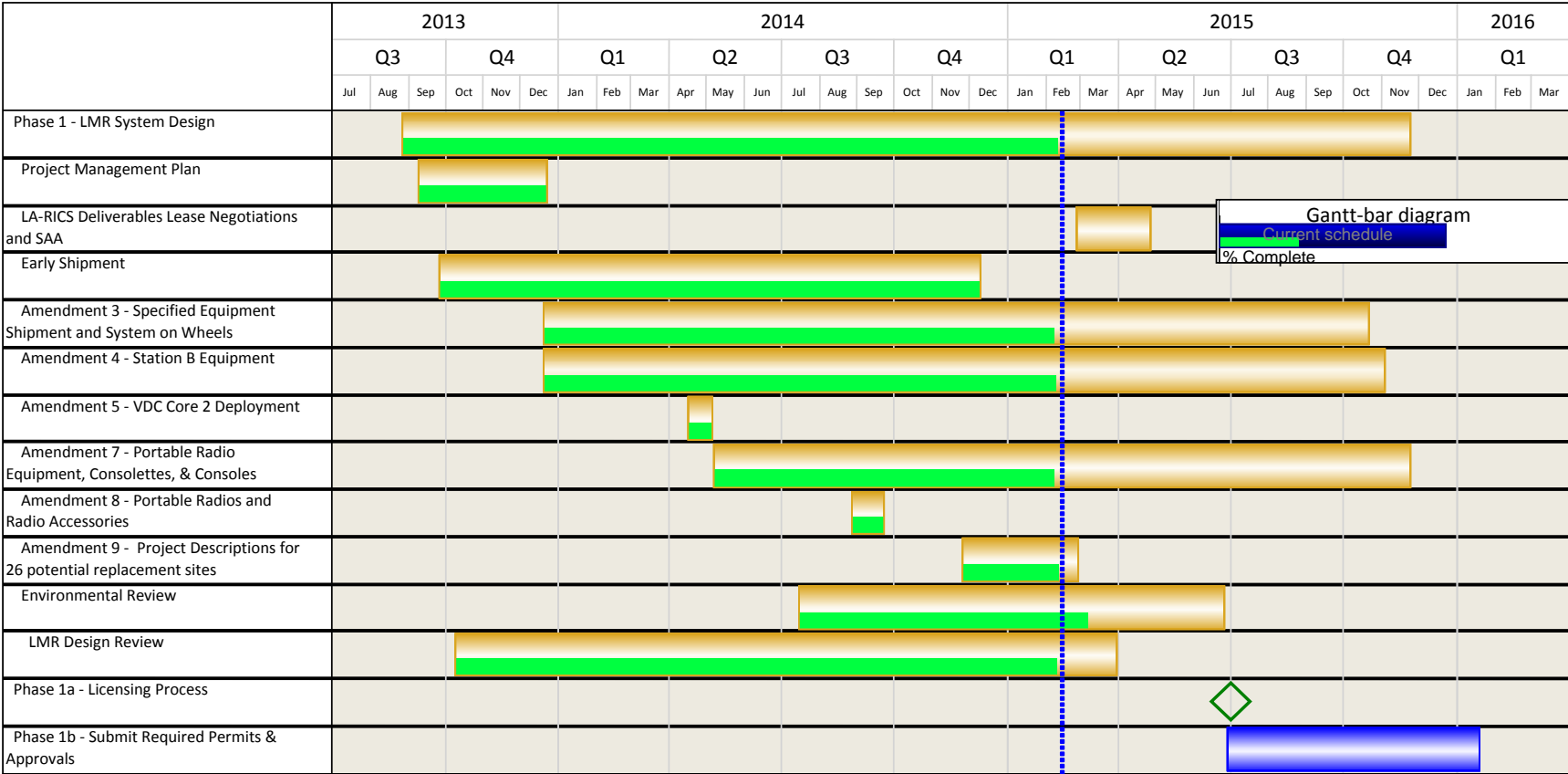
Invoice Payment Category	Invoice Payment Totals
Contract Sum Full Payable Amount (Phase 1)	\$ 40,304,260
Cumulative Invoice Payments from Last Report	\$ 34,971,770
Total Invoice Payments This Period	\$ 1,099,965
Remaining Amount to be Paid	\$ 4,232,524

## 7. LA-RICS Master Schedule

An executive view depicting the status of the primary activities:



# LMR Phase 1 Executive Summary





## **Monthly Report - #14**

**Reporting Period: 3/16/15 thru 4/17/15**

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

**Motorola Solutions, Inc.**



***MOTOROLA SOLUTIONS***

## Table of Contents

1. Executive Summary .....	3
2. Project Status .....	8
2.1 Tasks In-Progress and Completed .....	8
2.2 Tasks Planned for Next Period (04/20/15 thru 05/15/15).....	9
2.3 Authority Look-Ahead Tasks (120-Day) .....	11
3. Project Risk Register .....	12
4. Areas of Concern .....	13
5. Disputes and Claims .....	13
6. Financial Status .....	14
7. LA-RICS PSBN Project Schedule.....	14

## 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 issued **NTP 16**, authorizing Motorola to begin construction on the four sites; ARCPD01, AZPD001, ELMNTPD, LACF159.

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

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.

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 issued **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.

On March 18, 2015 the Authority issued **NTP 19**, authorizing Motorola to proceed with all Work related to Phase 4 (PSBN implementation) for Additive Alternate 2, Redundant Evolved Packet Core (EPC) at the Los Angeles Police Department Valley Dispatch Center (LAPDVDC).

This report covers the period of time from **3/16/15** through **4/17/15**. During this period, Community organizations and Fire Unions alleged that the Authority did not conduct adequate outreach on site construction status and inform citizens and Fire Station employees of the health concerns relating to cell towers. In response, the County Board of Supervisors voted to withdraw all protested sites from the program. The City of Los Angeles subsequently ordered all work halted at all City sites. These actions reduced the network to 46 sites consisting of Sheriff, Independent City, and non protested LA County locations. As a result, NITA informed the Authority that NITA would soon be issuing a directive to halt all PSBN related work and to prepare a proposed Corrective Action Plan. As a result, on April 1st, 2015 the Authority directed Motorola to suspend all work and issued a formal **Suspension Order**, directing Motorola to halt the procurement of equipment on April 2, 2015.

On April 3<sup>rd</sup>, 2015 the Authority received the written directive notice to stop all work and was directed by NOAA to prepare a Corrective Action Plan (CAP) to be submitted by April 13, 2015. Between 3/3/15 and 3/13/15 Motorola produced numerous supporting coverage scenarios for the Authority to include within the CAP response.

On April 16, 2015 the Authority issued a letter to Motorola requesting a plan for reduced scope and an analysis of cost impact.

On April 17, 2015, the City of Los Angeles modified its prior halt work direction and opted to allow construction to move forward on 19 LAPD sites. Those sites we subsequently added to te revised CAP.

The following table represents the sites that started construction prior to the project suspension notice and have a completion percentage of 25% or higher. The table also identifies whether a site is a part of the Corrective Action Plan that was submitted to the NTIA.






Site ID	Site Name	% Complete	Site in CAP
LAPDNWT	LAPD Newton	100%	Yes
LAPDHWD	LAPD Hollywood	100%	Yes
LAPDRAM	LAPD Rampart	100%	Yes
LASDALD	LA Sheriff Alta Dena	100%	Yes
LASDNWK	LA Sheriff Norwalk	100%	Yes
VEFD001	Vernon Fire Station 1	100%	Yes

Site ID	Site Name	% Complete	Site in CAP
VEFD003	Vernon Fire Station 3	100%	Yes
LAPDPAC	LAPD Pacific	75%	Yes
LAPDFTH	LAPD Foothill	75%	Yes
LAPDWIL	LAPD Wilshire	75%	Yes
LAPDHLB	LAPD Hollenbeck	75%	Yes
LAPDOLY	LAPD Olympic	75%	Yes
SEP	LAPD Southeast	75%	Yes
LASDIDT	LA Sheriff City of Industry	75%	Yes
LAPDNED	LAPD Northeast	50%	Yes
LAPDWLA	LAPD West LA	25%	Yes
LACF114	County Fire Station 114	100%	No
LACF117	County Fire Station 117	100%	No
LACF079	County Fire Station 079	100%	No
LACF050	County Fire Station 050	100%	No
LACF092	County Fire Station 092	100%	No
LACF087	County Fire Station 087	100%	No
LACF059	County Fire Station 059	100%	No
LACF048	County Fire Station 048	100%	No
LACF093	County Fire Station 093	100%	No
LACF003	County Fire Station 003	100%	No
LACF065	County Fire Station 065	100%	No
LACF016	County Fire Station 016	100%	No
LACF132	County Fire Station 132	75%	No
LACF095	County Fire Station 095	75%	No
LACF023	County Fire Station 023	75%	No
LACF078	County Fire Station 078	75%	No
LACF085	County Fire Station 085	75%	No
LAFD066	LA City Fire Station 066	75%	No
LACF038	County Fire Station 038	50%	No
LACF031	County Fire Station 031	50%	No
LACF108	County Fire Station 108	50%	No
LACF141	County Fire Station 141	50%	No
LACF140	County Fire Station 140	50%	No
LACF058	County Fire Station 058	25%	No
LACF021	County Fire Station 021	25%	No
LACF061	County Fire Station 061	25%	No
LACF096	County Fire Station 096	25%	No
LACF090	County Fire Station 090	25%	No
LACF123	County Fire Station 123	25%	No



The Percentage Complete for each Phase will be recalculated once the Suspension Order has been lifted and a revised project scope has been agreed to by both parties.

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 new SOW and Test Plan as a result of the substantial changes in scope.
Quality			Quality Assurance – Scope changes and schedule uncertainties are impacting coordination efforts and subcontractor's ability to retain consistent construction crews.
Risk			Suspension Order and Site reductions will require a substantial change to the project scope.
Scope			Scope of work that may be approved by NITA is currently undefined.
Budget			The financial impact of site modification and the suspension of work is under evaluation.

## 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
<b>LA-RICS Deliverables</b>	
Site Access Agreements & Right of Entry Permits	On HOLD
Provide Access and Escort Schedule to EPC and RAN Sites	On HOLD
SHPO Submittal and Approvals	On HOLD
Zoning and Permitting Outreach	On HOLD
Supplemental EA and Route Modification Filings & Approvals	On HOLD
<b>System Design Activities</b>	
Site Network Re-Design due to Site Changes	On HOLD
Backhaul Re-Design due to Site Changes	On HOLD

Activity Name	Activity Status
Network Management System Design Update With Comments	On HOLD
<b>Site Design Activities</b>	
Site Walk	On HOLD
Site Sketch Development due to Scope Changes	On HOLD
Site Sketch Approvals due to Scope Change	On HOLD
Site Surveys (1A) due to Scope Change	On HOLD
<b>Zoning &amp; Permitting</b>	
FAA Determination	On HOLD
Geotechnical Surveys	On HOLD
Construction Drawings	On HOLD
<b>Site Construction &amp; Site Modification (Phase 2)</b>	
Ordering Civil Equipment for 75 Sites (Monopoles, Generators, Misc Materials)	Complete
Site Layout - Construction Mobilization	On HOLD
Excavation and forming for Tower and Equipment Pad	On HOLD
Foundation Pour with Test Cylinders	On HOLD
Complete 3 day Cylinder Test	On HOLD
Tower Installed	On HOLD
Set Generator and Fuel Tank include plumbing test	On HOLD
Install Antennas and lines	On HOLD
Install New ground rods	On HOLD
Trenching New electrical service	On HOLD
Inspect any trenching (LARICS Rep and Muni Inspector)	On HOLD
Rough in New electrical service	On HOLD
Inspection of Rough in electrical	On HOLD
Ground Resistivity Test Completed	On HOLD
Final Electrical Hook up	On HOLD
<b>Supply PSBN Components (Phase 3)</b>	
Order Backhaul Microwave Equipment	Complete
Redundant EPC (Additive Alternate #2)	Complete
<b>System Implementation (Phase 4)</b>	
LTE EPC Install & Configuration / Test Station (eNB)	On HOLD
Redundant EPC (Additive Alternate #2) Delivery & Installation	On HOLD

## 2.2 Tasks Planned for Next Period (04/20/15 thru 05/15/15)

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

Activity Name	Planned Status
<b>LA-RICS Deliverables</b>	
Provide Access to Sites	As Needed
Right of Entry Agreements	As Needed
Surveys and Geotechnical Studies	As Needed

<b>Activity Name</b>	<b>Planned Status</b>
Site Access Agreements	ON HOLD
SHPO Submittal and Approvals	ON HOLD
Zoning and Permitting Outreach	On Going
Supplemental EA and Route Modification Filings & Approvals	ON HOLD
Construction Inspections	ON HOLD
<b>System Design Activities</b>	
Incorporate Authority Comments	On Going
<b>System Design Review &amp; Approval</b>	On Going
<b>Site Design Activities</b>	
Site Walk	ON HOLD
Site Sketch Development	ON HOLD
Site Sketch Approvals	ON HOLD
Site Surveys (1A)	ON HOLD
Zoning Package Development and Review	On Going
<b>Zoning and Permitting</b>	
FAA Determination	ON HOLD
Geotechnical Survey Reports	ON HOLD
Zoning Package Submittal and Approval	ON HOLD
Construction Drawings	ON HOLD
<b>Site Construction and Site Modification (Phase 2)</b>	
Manufacturing Civil Equipment for 75 Sites (Monopoles, Generators, Misc Materials)	ON HOLD
Site Layout - Construction Mobilization	ON HOLD
Excavation and forming for Tower and Equipment Pad	ON HOLD
Foundation Pour with Test Cylinders	ON HOLD
Complete 3 day Cylinder Test	ON HOLD
Tower Installed	ON HOLD
Set Generator and Fuel Tank incl plumbing test	ON HOLD
Install Antennas and lines	ON HOLD
Install New ground rods	ON HOLD
Trenching New electrical service	ON HOLD
Inspect any trenching (LARICS Rep and Muni Inspector)	ON HOLD
Rough in New electrical service	ON HOLD
Inspection of Rough in electrical	ON HOLD
Ground Resistivity Test Completed	ON HOLD
Final Electrical Hook up	ON HOLD
<b>Supply PSBN Components (Phase 3)</b>	
Redundant EPC (Additive Alternate #2)	ON HOLD
NTP for Additional Telecommunications Sites Beyond Initial 150 Sites	ON HOLD
Order Backhaul Microwave Equipment	ON HOLD
NTP for Fiber Network Circuits & LA City Fiber Network Equipment	ON HOLD
<b>System Implementation (Phase 4)</b>	
LTE EPC Install, Configuration, Testing	ON HOLD

Activity Name	Planned Status
Redundant EPC (Additive Alternate #2) Delivery & Installation	ON HOLD
Installation of eNB Base Frames, BBS & TMR Cabinets	ON HOLD

### 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
<b>LA-RICS Deliverables</b>	
Provide Access to Sites	ON HOLD
Right of Entry Agreements	ON HOLD
SHPO Submittal and Approval	ON HOLD
Site Access Agreements	ON HOLD
Supplemental EA and Route Modification Filings & Approvals	ON HOLD
<b>System Design Activities</b>	
Review Submitted Changes to System Design & Backhaul Design	ON HOLD
<b>Acceptance Test Plan</b>	
Revised ATP Review and Approvals	ON HOLD
<b>Site Design Activities</b>	
Site Walk Escorts	ON HOLD
Site Sketch Approvals	ON HOLD
Authority Approvals for Site Surveys and Geotechnical Studies	ON HOLD
Disguised Tower Determination	ON HOLD
Zoning Package Review and Approval	ON HOLD
<b>Zoning and Permitting</b>	
Zoning Package Submittal and Approval	ON HOLD
Construction Package Review and Approval	ON HOLD
Building Permit Submittal and Approval	ON HOLD
<b>Site Construction and Site Modification (Phase 2)</b>	
Notice to Proceed Civil Construction Services for City of Los Angeles Sites	ON HOLD
Notice to Proceed for Independent Cities	ON HOLD
Site Inspections	ON HOLD
<b>Supply PSBN Components (Phase 3)</b>	
Inventory PSBN Components	ON HOLD
<b>System Implementation (Phase 4)</b>	
EPC & Network Management Installation Testing	ON HOLD
PSBN Site Equipment Inspections	ON HOLD

### 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 schedule may impact site completion deadlines due to suspension. Requires NTP for balance of equipment immediately.	Partially Resolved for 150 Sites. Remaining work on hold pending lifting of suspension and resolution of remaining scope.
Construction NTPs	LA-RICS	High	NTPs for construction of remaining sites to be provided when suspension is lifted. Schedule could be impacted.	Resolved for 131 Sites. Remaining work on hold pending lifting of suspension and resolution of remaining scope.
Permit Submittals	Motorola	High	Schedule compression caused by site delays may eventually result in a large surge to the permitting backlog.	Remaining work on hold pending lifting of suspension and resolution of remaining scope.
Independent City Participation & Site Changes	LA-RICS	High	Site location changes are delaying the backhaul design completion	Remaining work on hold pending lifting of suspension and resolution of remaining scope.
Suspension Order	LA-RICS	High	Project Suspended	Remaining work on hold pending lifting of suspension and resolution of remaining scope.

## 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. Status to be re-evaluated upon lifting of suspension.
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. Currently under review by the Authority and NTIA.
07-03	Sites Undecided, On Hold, or Pending Change	The list of sites in the CAP response will be evaluated for any actions that may hinder their completion within the schedule timeline.
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.
14-01	Suspension Order	Authority to provide new scope and direction upon removal of the Suspension Order.

## 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 monopoles. 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 182 site project schedule re-plan was to have been delivered during this reporting period but was halted due to The Suspension Order. The Suspension Order and subsequent Corrective Action Plan will require the re-planning to start over with a revised site list, reduced scope, and estimates for work startup and remobilization delays.

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**LOS ANGELES REGIONAL INTEROPERABLE  
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PATRICK J. MALLON  
EXECUTIVE DIRECTOR

May 7, 2015

To: LA-RICS Authority Board of Directors

From: Patrick J. Mallon  
Executive Director

A handwritten signature in black ink, appearing to read "Patrick J. Mallon", is placed to the right of the typed name and title.

**ALTERNATE RISK BASED FUNDING PLAN**

At the March 5, 2015, Board of Directors' meeting, Board Member Raney as part of the Ad Hoc Committee, introduced a motion to:

Instruct the Executive Director to prepare an alternative subscription based draft funding plan for the operation and maintenance of the Long Term Evolution (LTE) and Land Mobile Radio (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.

The motion passed, and work began to look at a subscription based draft funding plan. On March 26, 2015, a preliminary draft of a suggested Risk Based Funding Plan was submitted to the Ad Hoc Committee. Subsequently, additional information has been obtained from Motorola Solutions regarding maintenance costs for a reduced number of sites in the LTE system under various scenarios.

Project staff is requesting review, input, and discussion from the Board of Directors on the enclosed draft Risk Based Plan. All budgetary calculations should be considered as presented for illustration purposes. All calculations will be updated prior to Plan finalization and presentation to the Ad Hoc Committee and the Board of Directors.

PJM:pl

Enclosure

**AGENDA ITEM F**

## LA-RICS Risk-Based Scenario Description

### Introduction

The LA-RICS Joint Powers Authority (JPA, Authority) Board of Directors adopted a Funding Plan on May 28, 2014, which allocated costs for both the Land Mobile Radio (LMR) system and Long-Term Evolution (LTE) broadband network based on Members' proportional share of countywide population and geography. The adoption of the Funding Plan triggered a 180-day opt-out period for JPA Members that was scheduled to end on November 24, 2014. Unfortunately, the approved plan poses a dilemma for Members as their required level of contribution for system costs varies depending on the number of Members remaining in the Authority at the conclusion of the opt-out period.

Subsequent to the Funding Plan adoption, the County of Los Angeles committed sufficient funds to allow reconsideration of the overall timing for the opt-out period. The Board concluded that given more time to consider the cost implications and greater surety of the actual costs for the LTE system in particular, Members may elect to remain with the Authority and operate on its systems. The County commitment included:

1. Supplementing the LA-RICS administrative budget to eliminate costs for FY 2015/16 for all other JPA Members.
2. Advancing sufficient funds to cover the LTE project hard match requirement, potentially eliminating the need for long-term financing of this cost.

The net effect of this action allowed the JPA Board of Directors to extend the opt-out period for JPA members until the LTE system is online and active. As a result, JPA members have until November 24, 2015 to officially opt out of the Authority.

Even with the extension of the opt-out period, Member concerns continue as the actual cost of participating in the LA-RICS system(s) remains illusory. City administrators and department heads cannot accurately budget for annual public safety communications cost without understanding the overall level of LA-RICS participation at the conclusion of the opt-out period. In realizing this dilemma, on March 5, 2015, the Board of Directors directed an ad hoc committee to review the underlying reasons for the opt-outs and consider options for a Funding Plan that would produce a stable prediction of participation costs and reduce the unknown financial risk for continued Member participation. As a result, LA-RICS staff is proposing a "risk-based" funding structure that addresses many of the concerns identified by JPA Member agencies. The intent of the proposed Funding Plan structure is to reduce risk and uncertainty for Member agencies that find it difficult to budget additional operating funds as a contingency toward their public safety communication systems. Instead, it is proposed that the City and County of Los Angeles accept the predictable risks associated with operations and maintenance of the system to allow other agencies to participate as subscribers and pay a flat rate per piece of user equipment for system use. As subscriber use and revenue increases, the City and County of Los Angeles actual costs will diminish.

## **Current Funding Plan Cost Apportionment Structure**

The Funding Plan, as adopted on May 28, 2014, allocates administrative overhead costs and operating costs to JPA Members based on the following method and assumptions:

### **LA-RICS Administrative Overhead Costs**

- Distribution of 40% of Authority administrative staffing cost is based on Authority Members' proportional share of countywide population and geography, and equally split 50%/50%.

### **LMR System Operating Costs**

- No costs are to be allocated or collected for the LMR system from Members until the system is operational (projected FY 2017/18), unless the Authority Board adopts a revised Funding Plan to account for any loss or shortage of grant funds.
- Additionally, the Authority's Board will issue an amendment to the Funding Plan to reflect projected operational and maintenance costs prior to the operation of the LMR system.
- The cost of operation during the first year of operation (projected FY 2017/18) is based on:
  - a. Distribution of 30% of Authority administrative staffing and LMR system operational costs based on Authority Members' proportional share of countywide population and geography equally split 50%/50%. It should be noted that maintenance costs during this one-year period are significantly reduced due to the warranty period.
- The cost of operation during the second and third years of operation (projected FYs 2018/19 and 2019/20) is based on:
  - a. Distribution of 30% of Authority staffing and LMR system operational costs and full cost of LMR system maintenance based on Authority Members' proportional share of countywide population and geography equally split 50%/50%.
- The cost of operation during the fourth and subsequent years of operation (projected FY 2020/21) is based on:
  - a. Distribution of 30% of Authority staffing and LMR system operational costs and full cost of LMR system maintenance based on Authority Members' proportional share of countywide population and geography equally split 50%/50%.
  - b. LMR System Refresh Fund set aside based on Authority Members' proportional share of countywide population and geography equally split 50%/50%.

### **LTE System Operating Costs**

- The cost of operation during the first year of operation (FY 2015/16) is based on:
  - a. Distribution of 30% of Authority staffing and LTE system operational costs and fiber connectivity operational costs, if applicable, based on Authority Members' proportional share of countywide population and geography equally split 50%/50%.

- b. Hard match contribution, if applicable, based on Authority Members’ proportional share of countywide population and geography equally split 50%/50%.
- The cost of operation during the second and subsequent years of operation (effective FY 2016/17) is based on:
  - a. Distribution of 30% of Authority staffing and LTE system operational costs and full cost of LTE system maintenance (including leased fiber connectivity, if applicable) based on Authority Members’ proportional share of countywide population and geography equally split 50%/50%.
  - b. Hard match contribution, if applicable, based on Authority Members’ proportional share of countywide population and geography equally split 50%/50%.
- Cost of operation during years following the extinguishment of hard match financing, if applicable, will continue as reflected above, with the exception of hard match contributions.

**Description of System Costs as Approved by LA-RICS Board**

The May 28, 2014, Funding Plan was approved based on the following cost assumptions.

System	Cost Component	Annual Cost	Total
LMR	Operations	\$3,726,600	\$9,308,400
	System Refresh	\$4,806,800	
	Administrative (30%)	\$775,000	
LTE	Hard Match	\$1,875,000	\$9,123,900
	Operations	\$6,473,900	
	Administrative (30%)	\$775,000	
JPA Operations (40%)		\$1,033,000	\$1,033,000

**Changes to System Costs Based on Revised System Operations**

Since preparation of the original May 28, 2014 Funding Plan, the LTE system has undergone a system redesign, and now includes 67 towers and 15 Cell on Wheels (COWs) instead of the original proposal of 232 towers. As a result, operational costs for the LTE system have been reduced by \$2,911,732. In addition, annual costs associated with the LMR system have changed as a result of the inclusion of lease payments and cost of utilities.

**Proposed Risk-Based Funding Plan Cost Apportionment Structure**

The proposed Risk-Based Funding Plan is based on the concept that the County and City of Los Angeles be willing to absorb the risk and volatility of providing necessary funds to support operations and maintenance of the LA-RICS LMR and LTE systems. All JPA Members and subscribers will operate on the LA-RICS LTE and/or LMR system on an Authority-established fee per piece of user equipment. Funds received from subscriber services will be dedicated first to establish a System Refresh Fund. Any excessive revenue generated through subscription fees above the annual System Refresh Fund

commitment will be returned to the County and City of Los Angeles based on their proportional share of contribution.

Under the proposed Risk-Based system, the cost allocation to the County and City of Los Angeles will each be based on their “assigned proportional share” of countywide population and geography, exclusive of the area comprising the Angeles National Forest. The assigned proportional share will include the specific population and geography unique to each of those entities, plus those areas adjacent to their borders in which they would most commonly be traveling through during normal day to day activities. For the City of Los Angeles, adjacencies would include the following cities and jurisdictions:

- Beverly Hills
- Burbank
- Culver City
- El Segundo
- Glendale (one-half of population and geography)
- Long Beach (one-half of population and geography)
- San Fernando
- Santa Monica
- Los Angeles Unified School District (LAUSD)
- University of California, Los Angeles (UCLA)

The population and geographical areas of Glendale and Long Beach are evenly split between the County and City of Los Angeles as both share equal potential for transit. All other areas remaining in the county, including incorporated independent and contract cities and unincorporated areas, are assigned to the County’s proportional share.

As reflected in Attachment A, the proportional share for the City of Los Angeles (with adjacencies) is 32.49%. The remaining population and geographical area exclusive of the Angeles National Forest is assigned to the County of Los Angeles. The proportional share for the County of Los Angeles is 67.51%.

### **Description of System Costs Proposed for the Risk-Based Funding Plan Concept**

With the Risk-Based Funding Plan, total project administrative costs would be split 50/50 between both the LMR and LTE systems, which would further reduce cost burdens to subscribers to the system. By doing so, all administrative costs would be covered by the City and County of Los Angeles based on their proportional cost share, but may be reduced by subscriber revenue in excess of the System Refresh Fund set aside. The table below identifies these new cost assumptions.

System	Cost Component	Annual Cost	Total
LMR	Operations	\$3,726,600	\$9,824,900
	System Refresh	\$4,806,800	
	Administrative	\$1,291,500	
LTE	Hard Match	\$1,875,000	\$9,640,400
	Operations	\$6,473,900	
	Administrative	\$1,291,500	

**Description of Cost Components**

The proposed Risk-Based Funding Plan concept would allocate the LMR and LTE cost sharing to both the City of Los Angeles and County of Los Angeles based on the population and geography within the two agencies as well as JPA Members that would benefit from their participation in the system. These Members would not be asked to contribute funds toward the City/County share, but instead would pay funds in accordance with the subscriber fees they require based on their system usage. The following population and geography factors have been used to calculate both City/County cost sharing of the LA-RICS system:

City of Los Angeles and adjacent Members	Population	Geography (sq. mi.)
Los Angeles	3,825,297	467.19
Beverly Hills	34,291	5.71
Burbank	104,427	17.34
Culver City	39,004	5.13
El Segundo	16,720	5.44
Glendale (One-Half Population & Geography)	96,327	14.78
Long Beach (One-Half Population & Geography)	232,331	25.84
San Fernando	23,752	2.37
Santa Monica	90,223	8.51
Los Angeles Unified School District*	240,000	2.68
UCLA*	15,811	.33
<b>Total</b>	<b>4,718,183</b>	<b>555.31</b>

*\* Population and geographical area for LAUSD and UCLA have been reduced by 50% as both receive fire protection services from the Los Angeles City Fire Department. The remaining 50% for each respective category have been included in the LA City population and geographical figures.*

County of Los Angeles and adjacent Members	Population	Geography (sq. mi.)
Los Angeles County (includes all County unincorporated areas, County Fire Protection Districts, contract cities, and remaining independent city areas)	5,211,033	2,412.39
Glendale (one-half population & geography)	96,327	14.78
Long Beach (one-half population & geography)	232,331	25.84
<b>Total</b>	<b>5,539,6991</b>	<b>2,453</b>

Using these figures and attributing the 50%/50% population/geography ratio toward cost sharing for the LA-RICS system, the City of Los Angeles and County of Los Angeles would pay the following amounts toward the operations/maintenance of the LMR and LTE systems:

	<b>Cost Share Population</b>	<b>Cost Share Geography</b>	<b>50% Pop./50% Geo. Weighted</b>
City of Los Angeles	46.43%	18.55%	32.49%
County of Los Angeles	53.57%	81.45%	67.51%
<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

### **Risk-Based Scenario Descriptions and Options**

In consideration of the proposed new risk-based cost structure, LA-RICS staff developed two scenarios that illustrate the following options for JPA Membership:

#### **Scenario 1 Description**

This scenario includes the following elements:

- 50/50% cost share for administrative costs for LMR/LTE systems
- LMR system refresh costs initiate during year 2 (FY 2018/2019)
- No LTE system refresh cost
- LTE hard match included effective FY 2015/16
- HHS and Redundant Evolved Packet Core Maintenance added

#### **Scenario 2 Description**

This scenario includes the following elements:

- 50/50% cost share for administrative costs for LMR/LTE systems
- LMR system refresh costs initiate during year 2 (FY 2018/2019)
- No LTE system refresh cost
- No LTE hard match
- HHS and Redundant Evolved Packet Core Maintenance added

The difference between the two scenarios is the cost savings associated with the absence of the LTE hard match cost in Scenario 2, which amounts to \$1,158,570 per year for 15 years.

**Tables depicting the cost breakdown for both Scenarios 1 and 2 are provided in Appendix A.**

## **Funding Plan Continuation Options**

In addition, LA-RICS staff has identified two options to accompany these scenarios on how Members can continue use of the Risk-Based Funding Plan. These options include the following:

### **Option 1 Description**

Continuation of the Risk-Based Funding Plan may be reconsidered at the conclusion of a three- or five-year term, and can be LTE and/or LMR system specific.

- Following a period of operation wherein the user base becomes stable and the cost by specific system becomes annually predictable, the Authority may reconsider the plan and determine a user fee tied directly to the number of individual pieces of user equipment, e.g., LTE modem, tablet, etc., or LMR mobile or portable radio.

### **Option 2 Description**

If continued membership in the Authority is determined to expose Members to some continued financial obligation such as a shortfall in System Refresh Funds or system expansion, the Authority may elect to afford a choice to subscribers and establish a separate user fee structure for Member and Non-Member subscribers. Those entities electing to be Non-Member subscribers would have no voice in the establishment of subscriber rates.

## **Subscriber Fees**

As proposed in the Risk-Based Funding Plan, all JPA Members and other agencies, except the County and City of Los Angeles, electing to use the LA-RICS system would be considered system subscribers. As a result of this change, these agencies would pay flat rate fees for system use based on the amount of equipment connected to the system.

## **Overview of Fees**

The following fees are anticipated for subscribers on the LA-RICS LMR and LTE systems:

### **LMR System Fees**

- LMR Radio Programming Fee—\$50 one-time charge (for all devices registered to the LA-RICS system).
- Radio Fee—\$20 per month/radio [\$240 per year] applicable for mobile or portable radios used for common day-to-day communications.
- Agency Reserve Portable Radios—\$0 (radios held in reserve for emergency deployment will not be charged on a monthly basis; however, they will require the one-time LMR Radio Programming Fee listed above).
- Console Connection Fee—\$100 per year/console [\$100 per year].



**LTE System Fees**

- LTE UICC Programming Fee—\$25 one-time charge (credited to County to cover LTE hard match)
- LTE UICC Installation Fee—\$25 one-time charge (covers operations and maintenance costs)
- All LTE system user equipment devices—\$40 per month (unlimited data)

All equipment must be purchased by the subscriber agency and be compatible with the LMR and LTE systems.

**System Subscriber Reimbursement**

All LMR system subscriber fees collected during each fiscal year will be earmarked for LMR Capital Replacement (System Refresh) up to the predetermined annual set aside. These fees are intended to offset the funds necessary to begin LMR Capital Replacement as original equipment requires update or replacement. Once the annual “set aside” amount has been reached, all excesses will be returned to the City of Los Angeles and County of Los Angeles based on their proportional contribution to the Risk-Based Funding Plan.

During the original surveys of JPA Members in 2013, LA-RICS staff collected information on the number of radios in inventory. Based on this survey and estimation by LA-RICS staff, a total of approximately 65,000 radios could be connected to the LMR system by Member agencies. However, the pool of subscriber radios on the system would be reduced from this total amount by subtracting both Los Angeles City and Los Angeles County radios as well as radios from jurisdictions that have opted out of the JPA. The following estimations have been used to calculate the potential subscriber fees that would be used to reimburse LMR Capital Replacement:

	<b>Survey Results</b>	<b>Survey Results (includes Estimates)</b>
Total Radios in Inventory	62,460	65,303
Total Radios in Inventory (excludes City/County of Los Angeles)	21,958	24,801
Total Radios in Inventory (Opt-Out Jurisdictions)	8,714	8,862
Total Radios in Inventory (Subscriber Agencies)	13,244	15,939

Subscriber fee potential collected by LA-RICS for radio usage could range from \$3,178,560 to \$3,825,360, with an additional \$2,091,360 to \$2,126,880 if all opt-out jurisdictions rejoined the JPA.

**Calculation of Shortfall/Surplus**

The current budget for LMR Capital Replacement is \$4,806,800 annually. The goal of the Risk-Based Funding Plan is to create a funding mechanism for subscriber agencies to participate in the system with low risk and a manageable cost structure that is easy to budget. As a result, all subscriber fees paid will be allocated toward meeting the LMR Capital Replacement requirements. If subscriber fees in a given year meet/exceed LMR Capital Replacement requirements, any surplus funds will be credited back to the City and County of Los Angeles based on their pro rata cost share allocation. Any surplus funds

allocated to the City and County of Los Angeles would be used by the agencies to offset the additional risks accepted in funding the operations and maintenance of the system.

The total funding available for LMR Capital Replacement based on previous radio estimates by LA-RICS staff is approximately \$5,952,240 based on the assumptions below:

	<b>Survey Results (includes Estimates)</b>	<b>Cost Per Radio/Year</b>	<b>Total Funding</b>
Total Radios in Inventory (Opt Out Jurisdictions)	8,862	\$240.00*	\$2,126,880
Total Radios in Inventory (Subscriber Agencies)	15,939	\$240.00	\$3,825,360
* Assumes Opt-Out Jurisdictions rejoin the LA-RICS JPA.			

Based on this current estimate, subscriber fees would create a \$1,145,440 rebate for the City/County of Los Angeles that could be used to offset their investment in the LA-RICS LMR and LTE Systems.



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PATRICK J. MALLON  
EXECUTIVE DIRECTOR

May 7, 2015

To: LA-RICS Authority Board of Directors

From: Patrick J. Mallon  
Executive Director

**STATUS OF FUNDING FOR TELEVATE CONTRACT – POST BTOP GRANT**

The purpose of this discussion item is to update your Board on the identification of grant funds available for the Televate contract activities following System Acceptance of the Public Safety Broadband Network (PSBN). At the February 2, 2015, Board meeting, your Board requested that staff provide an update in May 2015 regarding the status of grant funding to pay for Televate's work activities. Televate is currently assisting the Authority with Long Term Evolution (LTE)/broadband related services during the build-out of the PSBN to the period of final system acceptance, and through the one year period of warranty following final System Acceptance. Televate is also assisting the Authority with a large scale procurement of LTE devices to be used on the PSBN, and will assist with leading member agency transition/migration efforts onto the PSBN.

Authority staff has identified State Homeland Security Grant Program (SHSGP) funds as a source of grant funds to pay for Televate's work after September 2015. The estimated work from September 2015 through April 2016 totaling \$650,000 will be funded by the existing 2014 grants. Authority staff is working with SHSGP grant administrators to secure approvals via a modified budget that includes a planning line item for the Televate agreement work. In addition, there are potential funds from SHSGP 2015 to pay for Televate's work. The SHSGP 2015 application period has not yet opened; however, once it does, we will include a planning line item for broadband engineering consultant work as well. We anticipate the application opening in the next month, with the award occurring in October 2015.

**AGENDA ITEM G**

Unfortunately, due to the freezing of grant allocation for both Urban Areas Security Initiative (UASI) 2014 and UASI 2015 at the last UASI Approval Authority meeting on March 20, 2015, we are unable to use UASI grant funds from those awards years at this time. A planning line item was included in the UASI 2015 application for the Televate work past September 2015; however, pending development and acceptance of a strategic plan identifying funding of interoperable communications in the region, grant funds will not be awarded to LA-RICS. The UASI grant administrators have not convened the committee that will work to develop the strategic plan, and a date has not been given regarding when the plan is expected to be adopted by the Approval Authority.

Notice to proceed for work not covered by a funding source will not be issued and staff will continue to work to secure other funding sources. We will report back to your Board once modification(s) are approved and grant funds are secured for this work.

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PATRICK J. MALLON  
EXECUTIVE DIRECTOR

May 7, 2015

To: LA-RICS Authority Board of Directors

From: Patrick J. Mallon  
Executive Director

**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.

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Enclosure

**AGENDA ITEM H**

## Member Agencies who have Opted-Out

Member Agencies		% of Cost Allocation
<b>City of Alhambra</b> <b>Date of Withdrawal: 09/22/14</b>		
Explanation of Withdrawal of Membership	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.	0.54%
<b>City of Burbank</b> <b>Date of Withdrawal: 08/20/2014</b>		
Explanation of Withdrawal of Membership	No reason cited in letter of withdrawal.	0.80%
<b>City of Calabasas</b> <b>Date of Withdrawal: 06/11/14</b>		
Explanation of Withdrawal of Membership	City Manager Anthony Coroalles provided a letter indicating the City's withdrawal from LA-RICS; however, no official documentation was provided to the City Council. A phone call was placed to the City Manager regarding when the City Council took formal action and the reasons for withdrawing from LA-RICS.	0.10%
<b>City of El Segundo</b> <b>Date of Withdrawal: 08/19/2014</b>		
Explanation of Withdrawal of Membership	No reason cited in letter of withdrawal.	0.17%

Member Agencies		% of Cost Allocation
<b>City of Gardena</b> <b>Date of Withdrawal: 07/15/14</b>		
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%
<b>City of Glendale</b> <b>Date of Withdrawal: 07/24/14</b>		
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 H – ENCLOSURE**

Member Agencies		% of Cost Allocation
<b>City of Hermosa Beach</b> <b>Date of Withdrawal: 10/27/2014</b>		
Explanation of Withdrawal of Membership	Verbal notice given via telephone conversation. Pending written notice of withdrawal.	0.12%
<b>City of Long Beach</b> <b>Date of Withdrawal: 01/08/2015</b>		
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%
<b>City of Manhattan Beach</b> <b>Date of Withdrawal: 09/30/2014</b>		
Explanation of Withdrawal of Membership	No reason cited in letter of withdrawal.	0.24%
<b>City of Monrovia</b> <b>Date of Withdrawal: 03/03/2015</b>		
Explanation of Withdrawal of Membership	No reason cited in letter of withdrawal.	0.31%
<b>City of Palos Verdes Estates</b> <b>Date of Withdrawal: 05/27/14</b>		
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 H – ENCLOSURE**



Member Agencies		% of Cost Allocation
<b>City of Pomona</b> <b>Date of Withdrawal: 06/17/14</b>		
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%
<b>City of Santa Clarita</b> <b>Date of Withdrawal: 03/24/15</b>		
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%
<b>City of Torrance</b> <b>Date of Withdrawal: 06/19/14</b>		
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%
<b>Total Percentage Allocated to Opt-Out Members</b>		<b>9.47%</b>

**AGENDA ITEM H – 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

May 7, 2015

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

Dear Directors:

### **APPROVAL OF THE BROADBAND TECHNOLOGIES OPPORTUNITY PROJECT CORRECTIVE ACTION PLAN**

#### **SUBJECT**

Board approval is requested to authorize the Executive Director to move forward with the enclosed Corrective Action Plan (CAP) at Enclosure 1, which includes Addendums No. 1 and No. 2 (collectively, the "CAP Plan"), if such CAP Plan is approved by the NTIA (at the Department of Commerce) and the NTIA lifts the Broadband Technologies Opportunities Program (BTOP) grant suspension.

#### **RECOMMENDED ACTION**

It is recommended that your board:

Delegate authority to the Executive Director to move forward with deployment of the Public Safety Broadband Network (PSBN) System in accordance with the CAP Plan, upon receipt of CAP Plan approval from the NTIA (Department of Commerce).

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

At the April 2, 2015, Board meeting, Agenda Item H provided you with an update on the impact of County of Los Angeles Board action taken on March 24, 2015, on the PSBN System. On April 2, we notified your Board via email of action taken by the Los Angeles City Council to suspend any PSBN construction at City Fire and Police stations included in the LA-RICS project, as well as other directives including bifurcating the LA-RICS governance over System participation. On Friday April 3rd, the NTIA issued a Notice of Suspension of the BTOP funded grant. The suspension notice was shared with your Board. The suspension notice required submission of a CAP, including a revised

**AGENDA ITEM I**

deployment plan for a smaller Long Term Evolution (LTE) System, and if NTIA accepts that revised deployment plan, the County and City would need to approve such plan as well.

On April 13, 2015, the CAP was submitted to NTIA. On April 14, 2015, the County Board of Supervisors' approved the CAP Plan. On April 17, 2015, the Los Angeles City Council approved a motion to rescind action taken on April 1, 2015, expressing support for the CAP submitted on April 13, 2015, and authorizing the inclusion of Los Angeles Police Department (LAPD) station sites into the CAP. A copy of the City of LA motion is attached as Enclosure 2.

The CAP submitted to NTIA contemplated several opportunities to augment the coverage and capacity provided by the Baseline PSBN. The Authority identified two specific Augmentation Strategies and identified one potential Additional Opportunity. The following serves as a summary list of the two Augmentation Strategies and the Additional Opportunity:

Augmentation Strategy No. 1 - Fifteen (15) Cell on Wheels (COWs) strategically placed throughout the service area;

Augmentation Strategy No. 2 – Two City of Los Angeles Proprietary sites (LAPP001 and LDWP243);

Augmentation Strategy No. 3 – Additional Opportunities: LAPD PSBN sites - nineteen (19) LAPD sites that were originally planned as part of the PSBN.

Due to the action taken by the Los Angeles City Council on April 17th, a revised LTE deployment plan was sent to NTIA on April 20, 2015, for review and consideration.

Specifically, the revised plan consists of 82 sites which include 30 sites owned by the County of Los Angeles, 19 sites by the LAPD, 18 sites by independent cities, and 15 COW mobile sites that would primarily be on property owned by the State of California. Your Boards' approval of the revised plan would result in the potential coverage of more than 2,640 square miles throughout the Los Angeles region to help protect over 9.78 million residents, providing a viable, much needed system for our first responders helping to serve 63 jurisdictions in the County.

In connection with Board Member Alexander's request at the April 2, 2014, meeting, and in support of the CAP Plan, enclosed please find coverage maps that illustrate the coverage provided by the CAP sites, as well as impact on Land Mobile Radio (LMR) by the dropped sites. The maps are included as Enclosure 3.

## **ENVIRONMENTAL DOCUMENTATION**

The Authority has already determined that design, construction, implementation, operation and maintenance of the LTE System at these sites, are statutorily exempt under Public Resources Code section 21080.25, the statutory California Environmental Quality Act (CEQA) exemption adopted specifically for LA-RICS. This action is within the scope of the original determinations. The environmental work for the sites in the CAP Plan is largely complete from a CEQA perspective, although one base site and all COW sites will be recommended to the Board for exemption. From a NEPA perspective, the Finding of No Significant Impact (FONSI) contemplated 231 LTE sites; although design changes, new sites, and COW deployment are the subject of two new EAs which are scheduled for delivery to NTIA in May.

## **FISCAL IMPACT/FINANCING**

The Plan budget is enclosed for your reference, as Enclosure 4. Plan approval by the Department of Commerce, as well as any Match reduction approval, if one is approved, would reduce the Federal grant award to \$117 Million (M), reducing the match to \$20.8M.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Authority's counsel has reviewed the recommended action.

## **CONCLUSION**

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

Respectfully submitted,



PATRICK J. MALLON  
EXECUTIVE DIRECTOR

PJM:pl

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Enclosure

c: Counsel to the Authority

**AGENDA ITEM I**

# Los Angeles Regional Interoperable Communications System (LA-RICS)

## Response to Corrective Action Plan

April 13, 2015

## Executive Summary

With over 80 public safety agencies and approximately 34,000 first-responders, and encompassing a sprawling terrain of over 4,060 square miles, the Los Angeles region needs a modern interoperable public safety broadband network that allows multiple agencies to respond to the widest possible variety of emergencies. The Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority) will deploy a Public Safety Broadband Network (PSBN) across all of Los Angeles County, featuring forty six (46) hardened, public safety grade, wireless 700 MHz broadband sites and an additional two (2) microwave-only installations. These forty eight (48) sites form the Baseline PSBN for the Authority's response to the Corrective Action Plan (CAP), and can be constructed by the end of the BTOP performance period if construction is permitted to start by no later than May 1, 2015.

In addition to the 46 permanent PSBN sites on Member Agency and independent city locations, the Authority is planning additional groups of sites to serve as augmentation options that will provide substantial increases to the PSBN's coverage and capacity. There are two primary augmentation options. The first is comprised of locations where the Authority will deploy a Cell on Wheels (COW). The second is the inclusion of two City of Los Angeles proprietary department sites (Los Angeles Port Authority and the Los Angeles Department of Water and Power). These locations will serve to strategically address the loss of the City of Los Angeles and Los Angeles County Fire Department (LACF) sites.

The final option, which is not currently recommended as part of this response, is the potential inclusion of the original Los Angeles Police Department (LAPD) PSBN sites. The City of Los Angeles is evaluating the issues related to the PSBN project and is working with their relevant stakeholders to discuss their concerns. These sites may be reintroduced as viable project sites within the grant performance period once existing issues are resolved with the City of Los Angeles. Although the discussions are ongoing and yet unresolved, the Authority believes that it is still important to consider their impacts on the PSBN. Each of these augmentation groups are designed to provide additional coverage and critical capacity. Although each potential group would provide significant contributions, the Baseline System consisting of the forty eight (48) permanent public safety sites will provide the viable network required by users.

The Authority, along with Jacobs, Motorola Solutions (Motorola), the LTE design/build Contractor, the California Department of Emergency Services (CalOES), and Televate, the Authority's broadband consultant, collaborated in development of the new site configuration.

The LA-RICS team is well aware of the challenges associated with implementing the proposed PSBN as constituted. To address many of the challenges the Authority created individual plans to meet the unique and specific impacts created by the actions of the Los Angeles County Board of Supervisors and the City of Los Angeles City Council. The plans, further described in the sections below, consist of the following:

1. Implementation Schedule
2. Implementation Plan
3. Outreach

4. Financial
5. Environmental

Each of these are intended to present the path forward for the Authority in a manner that demonstrates our commitment and the means to achieve the goals of our program, which is to provide a robust public safety broadband network capable of providing a necessary service to the public safety personnel in the Los Angeles Region. The Authority requests that NTIA and the NOAA grants office, in collaboration with FirstNet, approve the plan inclusive of the Baseline PSBN site locations as well as the deployment of COWs and the inclusion of the two City of Los Angeles proprietary sites.

Section 1 - Implementation Schedule

**Construction Schedule**

The Authority is focused on providing a PSBN that meets the needs of the region’s first responders and is completed by the grant performance period. The PSBN Schedule going forward represents the means by which the Authority, Jacobs, and Motorola will complete the build out of the sites described in this plan. The Authority will resume construction activities and complete forty six (46) Baseline PSBN sites and two (2) microwave backhaul sites by the end of the performance period. The forty eight (48) total construction sites are comprised of thirty (30) Los Angeles County owned or leased sites and eighteen (18) Independent City sites. A detailed list of the forty eight (48) sites can be found in Exhibit A (PSBN Site List).

The revised PSBN schedule of forty eight sites will take advantage of a significant amount of progress already made at each site. The schedule can be viewed from a high level of where we will re-start the revised PSBN project:

1. Environmental
  - A. 67% of sites have completed NEPA/NHPA compliance process (32/48), and another eight (8) sites only require approval or renewed approval of findings already made by NTIA (83%).
2. Zoning/Permitting
  - A. 64% of sites have Site Access Agreements (31/48)
  - B. 77% of sites have completed 50% drawings (37/48)
  - C. 52% of sites have completed 90% drawings (25/48)
  - D. 35% of sites have Building Permits (17/48)
  - E. 97% of sites have completed, or do not require Geotech (47/48)
3. Material/Equipment
  - A. 35% of sites are using existing towers (17/48)
  - B. 21% of sites are roof mounts (10/48)
  - C. Towers
  - D. Generators
  - E. 15 COW's can be delivered in approx. 4 weeks
4. Site Construction/Modifications
  - A. 25% have site construction started (12/48)
  - B. 2% have site construction completed (1/48)
5. Backhaul Connectivity Status
  - A. 65% have approved backhaul design consistent with the Baseline PSBN (31/48)
  - B. 25% have a backhaul solution that may require additional sites outside of the



Baseline PSBN (12/48)

- C. 5% possess only a single backhaul solution that could be impacted with the reduction of sites (5/48).

Additionally, the revised Baseline PSBN project will take advantage of a mobilized General Contractor workforce that is already in the field ready to work and procurement completed of many key components.

Lessons learned and applied to improve schedule performance include:

- Complete knowledge of existing gates that need to be closed prior to construction
- Expediting remaining environmental approvals
- Expediting remaining building permit approvals
- Coordination of project office and work in the field with work crews

To complete the remaining work for the revised Baseline PSBN site schedule there are 120 calendar days remaining to project completion of August 15, 2015. Each work day is eight (8) hours per day, five days a week. If Saturdays are allowed by the agency, there are 106 work days left.

**Table 1 - LA-RICS Construction Status**

<b>Site Breakdown</b>			
	<b>County</b>	<b>Independent Cities</b>	<b>Total Sites</b>
Number of Sites	<b>30</b>	<b>18</b>	<b>48</b>
Infrastructure Completed	<b>1</b>	<b>-</b>	<b>1</b>
Construction Started	<b>11</b>	<b>2</b>	<b>13</b>
Building Permits	<b>15</b>	<b>2</b>	<b>17</b>
90% Drawings	<b>20</b>	<b>11</b>	<b>31</b>
50% Drawings	<b>22</b>	<b>14</b>	<b>36</b>

**Site Access Agreements**

Table 2 below provides site access agreement status for the sites contemplated in our updated project plan. The site selection process removed sites unlikely to be executed in the time required for successful project implementation.

**Table 2 - Site Access Agreement Status**

<b>Site Name</b>	<b>Agency</b>	<b>Owner</b>	<b>Status of Site Access Agreements</b>
<i>Phase 1 Sites: 46 Baseline + 2 Backhaul Sites</i>			
<b>ARCPD01</b>	Arcadia PD	City of Arcadia	Fully Executed on 1/6/2015
<b>AZPD001</b>	Azusa PD	City of Azusa	Fully Executed on 11/18/2014

Site Name	Agency	Owner	Status of Site Access Agreements
<b>BGPD001</b>	Bell Gardens PD	City of Bell Gardens	Pending Redevelopment Agency ownership transfer
<b>BHR</b>	Beverly Hills Rexford Drive	City of Beverly Hills	Pending approval from JPA at 5/6/2015 Meeting; Scheduled for Beverly Hills City Council approval latter part of May
<b>BMT</b>	Bald Mountain	LA County	Fully Executed on 8/22/2014
<b>BURPD01</b>	Burbank PD	City of Burbank	Pending approval from City Council
<b>CCT</b>	Criminal Court Building	State of California	Pending approval from Trial Courts of California
<b>CEN</b>	Century	LA County	Fully Executed on 8/22/2014
<b>CLM</b>	Claremont Microwave Tower	City of Claremont	Pending approval from City Council
<b>CPTFD04</b>	FS 4	City of Compton, Redevelopment Agency	City Attorney reviewing
<b>ELMNTPD</b>	El Monte PD	City of El Monte	Fully Executed on 2/10/2015
<b>FCCF</b>	FCCF -HQ	LA County	Fully Executed on 8/22/2014
<b>FS5</b>	FS 5	City of Long Beach	Redlines received from Long Beach City Attorney; JPA Attorney reviewing
<b>GARD001</b>	Gardena	City of Gardena	Pending approval from South Bay Regional Communication Center
<b>LACHAR</b>	LAC/Harbor+UCLA Medical Ctr	LA County	Fully Executed on 8/22/2014
<b>LACOLV</b>	LAC/Oliveview+UCLA	LA County	Fully Executed on 8/22/2014
<b>LACUSC</b>	LAC/USC Medical Ctr	LA County	Fully Executed on 8/22/2014
<b>LAN</b>	Lancaster	City of Lancaster	Under review by City Lancaster
<b>LASDALD</b>	Altadena	LA County	Fully Executed on 8/22/2014
<b>LASDCSN</b>	Carson	LA County	Fully Executed on 8/22/2014

Site Name	Agency	Owner	Status of Site Access Agreements
<b>LASDCVS</b>	Crescenta Valley	LA County	Fully Executed on 8/22/2014
<b>LASDIDT</b>	Industry	LA County	Fully Executed on 8/22/2014
<b>LASDLKD</b>	Lakewood	LA County	Fully Executed on 8/22/2014
<b>LASDLNX</b>	Lennox (Closed)	LA County	Fully Executed on 8/22/2014
<b>LASDNCC</b>	North County Correctional Facility	LA County	Fully Executed on 8/22/2014
<b>LASDNWK</b>	Norwalk	LA County	Fully Executed on 8/22/2014
<b>LASDPRV</b>	Pico Rivera	LA County	Fully Executed on 8/22/2014
<b>LASDSCV</b>	Santa Clarita Valley	LA County	Fully Executed on 8/22/2014
<b>LASDSDM</b>	San Dimas	LA County	Fully Executed on 8/22/2014
<b>LASDTEM</b>	Temple	LA County	Fully Executed on 8/22/2014
<b>LBECOC</b>	Long Beach Emergency Comm & Op Center	City of Long Beach	Redlines received from Long Beach City Attorney; JPA Attorney reviewing
<b>LBFD012(N)</b>	FS 12(N)	City of Long Beach	Redlines received from Long Beach City Attorney; JPA Attorney reviewing
<b>LBPDHQ</b>	HQ	City of Long Beach	Redlines received from Long Beach City Attorney; JPA Attorney reviewing
<b>LHS</b>	Lost Hills/Malibu	LA County	Fully Executed on 8/22/2014
<b>MLM</b>	Mira Loma Detention Facility	LA County	Fully Executed on 8/22/2014
<b>ONK</b>	Oat Mountain Nike	LA County	Backhaul site. Pending execution from CEO Real Estate Division
<b>PASA001</b>	Goodrich	City of Pasadena	Pending approval from City Council

Site Name	Agency	Owner	Status of Site Access Agreements
<b>PASDNPD</b>	Pasadena Police	City of Pasadena	Pending approval from City Council
<b>PHN</b>	Puente Hills	LA County	Fully Executed on 8/22/2014
<b>PLM</b>	Palmdale	LA County	Fully Executed on 8/22/2014
<b>RANCHO</b>	LAC/Rancho Los Amigos Natl. Rehab	LA County	Fully Executed on 8/22/2014
<b>SDW</b>	San Dimas	LA County	Backhaul Site: Approved by agency on 3/24/15 pending execution
<b>SLA</b>	South L.A.	LA County	Fully Executed on 8/22/2014
<b>VEFD001</b>	FS 1	City of Vernon	Fully Executed on 12/12/2014
<b>VEFD003</b>	FS 3	City of Vernon	Fully Executed on 12/12/2014
<b>VPC</b>	Verdugo Peak	LA County	Pending execution from CEO Real Estate Division
<b>WAL</b>	Walnut/Diamond Bar	LA County	Fully Executed on 8/22/2014
<b>WHD</b>	West Hollywood	LA County	Fully Executed on 8/22/2014
<i>Augmentation Strategy #1 (2 Sites: COW's)</i>			
<b>12 State of CA Sites</b>	See Exhibit A	State of CA	Right of Entry Draft with State of CA in progress
<b>LADPW38 (Hoyt Storage)</b>	Rural	LA County	Right of Entry in Progress with County CEO RED
<b>Monte Vista Star Center</b>	Rural	LA County	Right of Entry in Progress with County CEO RED
<b>Blue Rock 2</b>	Lancaster	LA County	Right of Entry in Progress with County CEO RED
<i>Augmentation Strategy #2 (3 Sites: City of Los Angeles Proprietary Sites)</i>			
<b>LDWP243</b>	Aqueduct Cascades	Dept. of Water and Power	DWP Real Estate Division reviewing SAA

Site Name	Agency	Owner	Status of Site Access Agreements
<b>LAPP001 (formerly LAFD049)</b>	Wilmington	Los Angeles Port Police	LA Port Police Real Estate reviewing SAA
<i>Additional Option Sites: Los Angeles Police Department Sites</i>			
<b>19 LAPD Sites</b>	See Exhibit A	City of Los Angeles	Fully Executed on 11/24/2014

## Section 2 - Implementation Plan

### Baseline PSBN Plan

Due to the decisions made by the LA County Board of Supervisors, which influenced the decision made by the LA City Council, the Authority was confronted with the loss of over 100 of the sites originally planned for implementation in the PSBN. Although the loss of these sites results in a degradation of performance in the PSBN, the Authority believes that it can still meet the objectives it set out to accomplish when it applied for the BTOP grant utilizing the Baseline PSBN sites. In order to achieve these objectives, the Authority will construct forty eight (48) sites that provide sufficient coverage to the stakeholders who will constitute the primary users of the PSBN. To date, the primary users of the PSBN could include:

- |   |   |
|---|---|
| 1. Los Angeles County Sheriff's Department (largest Sheriff's Department in the US) | 20. City of Hawthorne Police Department       |
| 2. Los Angeles Port Police (2nd largest port in the US)                             | 21. City of Huntington Park Police Department |
| 3. City of Arcadia Police Department  | 22. City of Inglewood Police Department       |
| 4. City of Arcadia Fire Department  | 23. City of Irwindale Police Department       |
| 5. City of Azusa Police Department  | 24. City of La Habra Heights Fire Department  |
| 6. City of Baldwin Park Police Department   | 25. City of La Verne Police Department        |
| 7. City of Bell Police Department   | 26. City of La Verne Fire Department          |
| 8. City of Bell Gardens Police Department   | 27. City of Montebello Police Department      |
| 9. City of Beverly Hills Police Department  | 28. City of Montebello Fire Department        |
| 10. City of Beverly Hills Fire Department   | 29. City of Monterey Park Police Department   |
| 11. City of Claremont Police Department   | 30. City of Monterey Park Fire Department     |
| 12. City of Compton Fire Department   | 31. City of Pasadena Police Department        |
| 13. City of Covina Police Department  | 32. City of Pasadena Fire Department          |
| 14. City of Culver City Police Department   | 33. City of Redondo Beach Police Department   |
| 15. City of Culver City Fire Department   | 34. City of Redondo Beach Fire Department     |
| 16. City of Downey Police Department  | 35. City of San Fernando Police Department    |
| 17. City of Downey Fire Department  | 36. City of San Gabriel Police Department     |
| 18. City of El Monte Police Department  |   |
| 19. City of Glendora Police Department  |   |

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>37. City of San Gabriel Fire Department</li> <li>38. City of San Marino Police Department</li> <li>39. City of San Marino Fire Department</li> <li>40. City of Santa Monica Police Department</li> <li>41. City of Santa Monica Fire Department</li> <li>42. City of Sierra Madre Police Department</li> <li>43. City of Sierra Madre Fire Department</li> <li>44. City of Signal Hill Police Department</li> <li>45. City of Southgate Police Department</li> </ul> | <ul style="list-style-type: none"> <li>46. City of South Pasadena Police Department</li> <li>47. City of South Pasadena Fire Department</li> <li>48. City of Vernon Police Department</li> <li>49. City of Vernon Fire Department</li> <li>50. City of Whittier Police Department</li> <li>51. Inglewood Unified School District Police Department</li> <li>52. Los Angeles Unified School District Police Department</li> <li>53. University of California at Los Angeles (UCLA)</li> </ul> |
|---|--|

Figure 1 below depicts the level of mobile coverage provided to these agencies by the Baseline PSBN. Although the coverage now represents expected coverage results when utilizing a Band Class 14 vehicular modem, it still represents a contiguous coverage footprint that is sufficient for these agencies to utilize the PSBN for their day to day use as well as in cases of emergencies. Figure 2 represents where participating agency' users will have portable coverage utilizing a portable device (e.g., cell phone or tablet). This map represents the net effect from the loss of sites.

However, it is expected that coverage will be improved when considering the 12 State sites 3 County sites and 2 sites from the Department of Water and Power and the Los Angeles Port Police. The coverage maps for these two primary augmentation strategies can be seen in Figures 4 and 5 for COW implementation and Figures 6 and 7 for City of Los Angeles proprietary sites.

The Implementation Schedule is based on completing each site as it becomes available for construction, with many of the sites listed in Exhibit A (PSBN Site List) already in some phase of design, permitting, or construction. Of the forty eight sites, four (4) have their infrastructure complete and nine (9) have the antenna support structure erected. As an example, Los Angeles County Sheriff sites, the largest contributor of sites remaining, has construction near completion on ten (10) of their twenty (20) total sites. Exhibit B (Implementation Schedule) depicts the timeline associated with each site and provides details on when the site will be complete. All 48 sites will be complete by the end of the grant performance period.

Figure 1 - PSBN Baseline Site List Mobile Coverage



LA-RICS Coverage Analysis

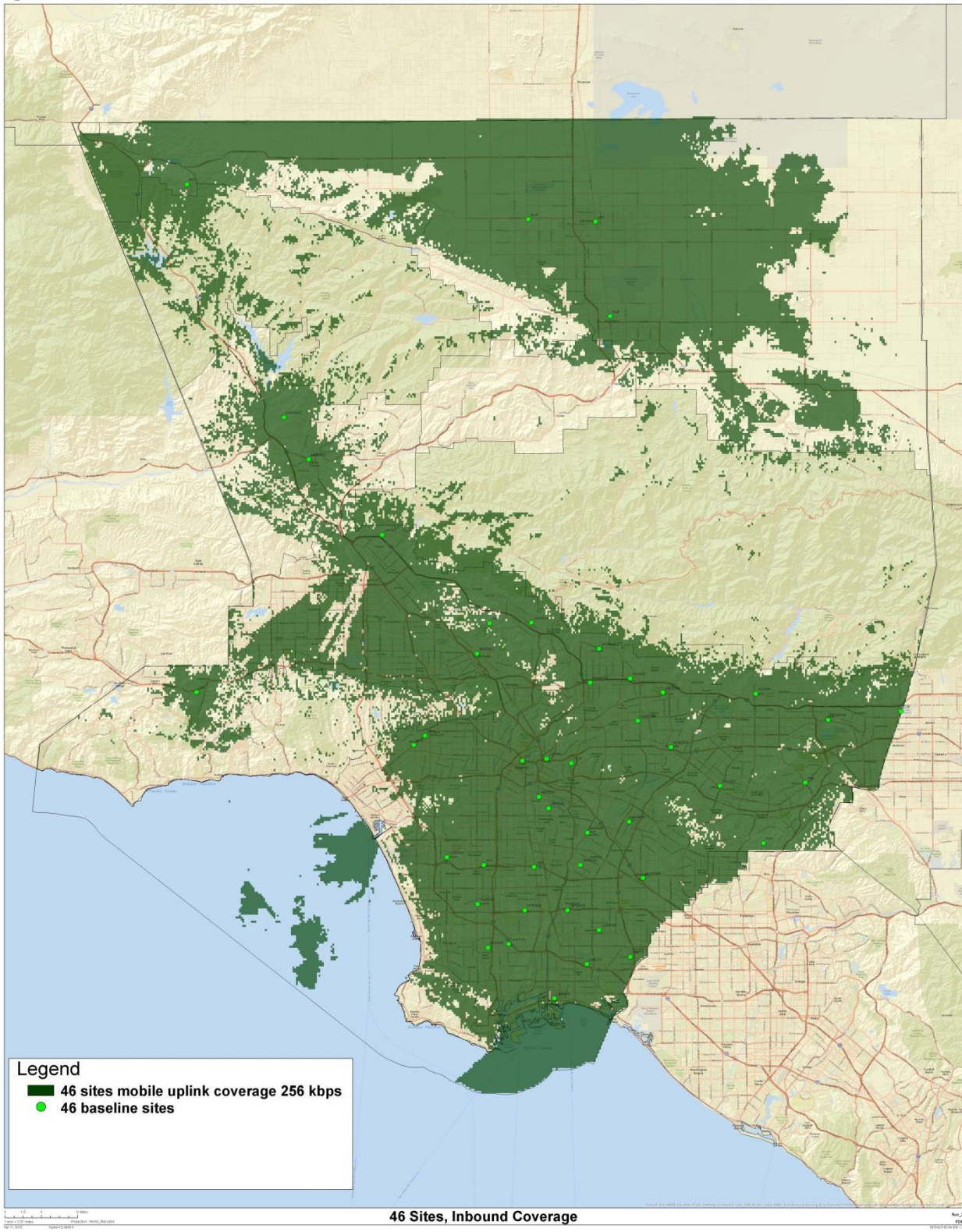
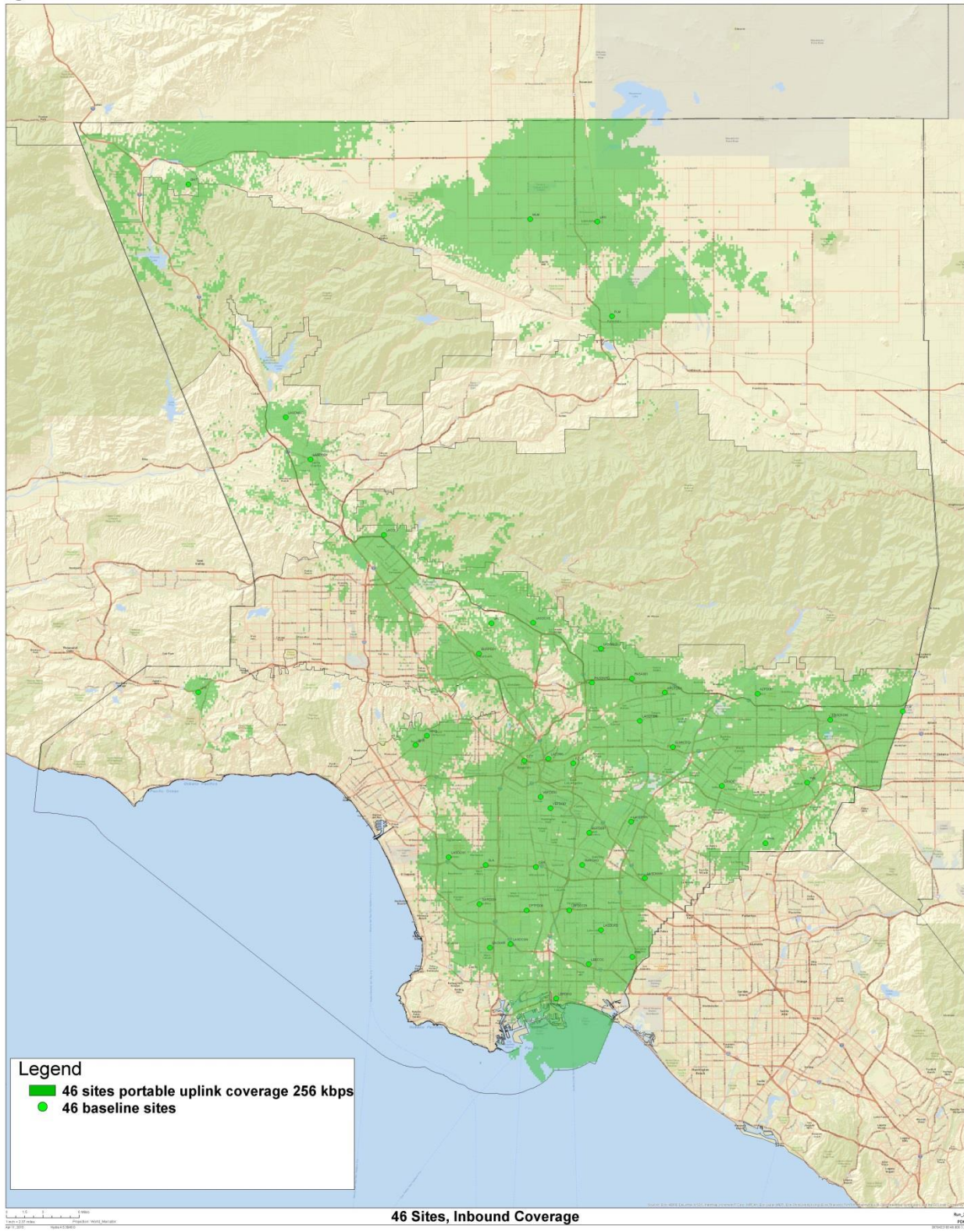




Figure 2 - PSBN Baseline Site List Portable Coverage Map (46 Sites)



LA-RICS Coverage Analysis



**Primary Augmentation Strategies**

**Augmentation Strategy #1 - Addition of Cell on Wheels (COWs)**

Although the Authority believes the Baseline PSBN sites will provide sufficient coverage for the region’s first and secondary responders, we seek to improve that coverage with supplemental locations. The Authority, in conjunction with the State of California Office of Emergency Services (CalOES), sought to identify areas where coverage could be improved by the placement of COWs. That objective led us to consider sites that currently serve as communications facilities for State of California agencies. Ultimately the search parameters were expanded to include California Department of Transportation (Caltrans) sites where power and space were available for the planned installation. The Authority and CalOES engineers examine all available locations within, and surrounding, Los Angeles County as potential locations for the placement of COWs. The purpose of the exercise was to solidify what sites could potentially augment the Baseline PSBN network design, whether through fill-in coverage for an area that lacked coverage or if the COW improved existing coverage.

The two organizations identified an initial list of thirty nine (39) possible sites. Once all candidates were identified, the CalOES staff and the Authority began the process of winnowing the list to only those that were available and could meet the Authority’s needs. CalOES provided documentation on space availability and identified the agency that controlled the land in an effort to initiate agreements for the placement of the resources. The LA-RICS team focused on determining suitability and environmental impacts. Once that analysis was complete, the Authority released the site list to Motorola for the determination on the locations that would best augment the coverage and capacity of the Baseline PSBN sites.

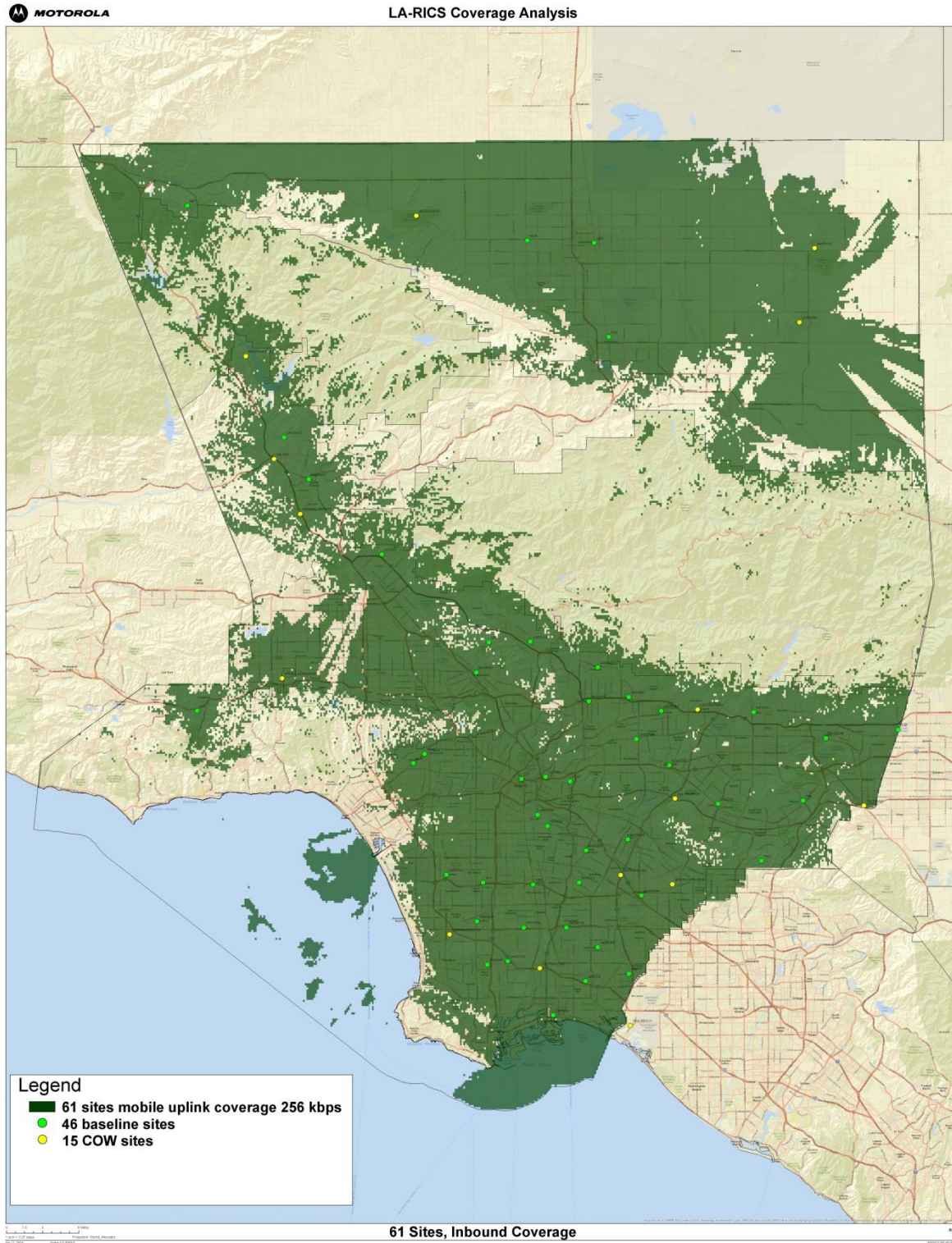
Motorola examined the potential site list, originally thirty nine (39), but after the Authority and CalOES performed a deeper analysis only twenty (20) proved viable for inclusion. Of those twenty possible sites, Motorola was able to select fifteen (15) that substantially augmented and improved coverage. The sites can be seen in Figure 16 below:

**Figure 3 - Potential LA-RICS Cell on Wheels Locations (15)**



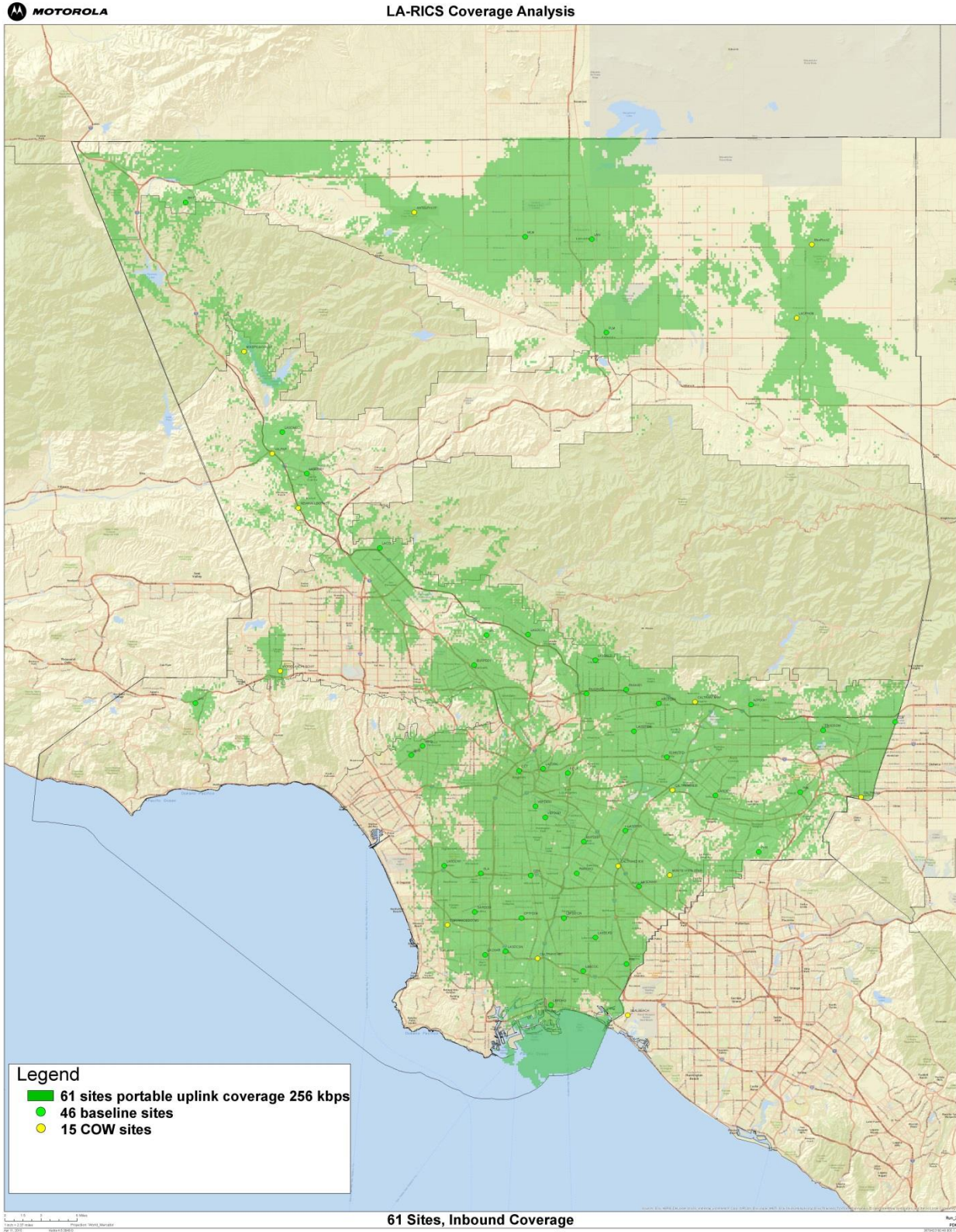
The addition of these COW sites to the PSBN provides significant improvements in coverage. Figure 4 below represents the mobile coverage supplied by the Base PSBN sites with the benefit of the fifteen COW locations.

Figure 4 - LA-RICS PSBN Baseline Sites with Supplemental COW Locations (15) Mobile Coverage Map



A view of coverage from a portable (e.g., phone or tablet) device is depicted below:

Figure 5 - LA-RICS PSBN Baseline Sites with Supplemental COW Locations (15) Portable Coverage Map



***Inclusion of City of Los Angeles Proprietary Sites***

The final primary augmentation group consists of two City of Los Angeles proprietary department sites. The two sites, LDWP243, which is controlled by the Los Angeles Department of Water and Power; and LAPP001 (formerly LAFD049), which is controlled by the Port of Los Angeles are critical sites for our augmentation strategy. The Authority and the City of Los Angeles Mayor's Office will continue to aggressively pursue the Site Access Agreement for these locations. Currently, the Authority has environmental and administrative clearance to begin the construction process on LDWP243 and will be collocating on the existing antenna structure at LAPP001. Although LAPP001 (formerly LAFD049) is identified by the Authority as a City of Los Angeles Fire Department site, the installation of PSBN equipment would be done on the existing tower at the City of Los Angeles Port Police station.

These two locations provide significant augmentation of coverage and capacity in their respective site footprints. The LDWP243 site will improve coverage and capacity at the intersection of the 405/118/5/210/14 freeways and highways respectively. This is one of the most travelled stretch of freeways and highways in the county and links the Santa Clarita Valley and northern desert cities with the Los Angeles Basin. Additionally, the coverage provided by LAPP001 will augment the coverage and capacity at the two largest port complexes in the country. Figures 7 and 8 below depict the additional coverage provided by the two sites.

Figure 6 - City of Los Angeles Proprietary Site Mobile Coverage Map



LA-RICS Coverage Analysis

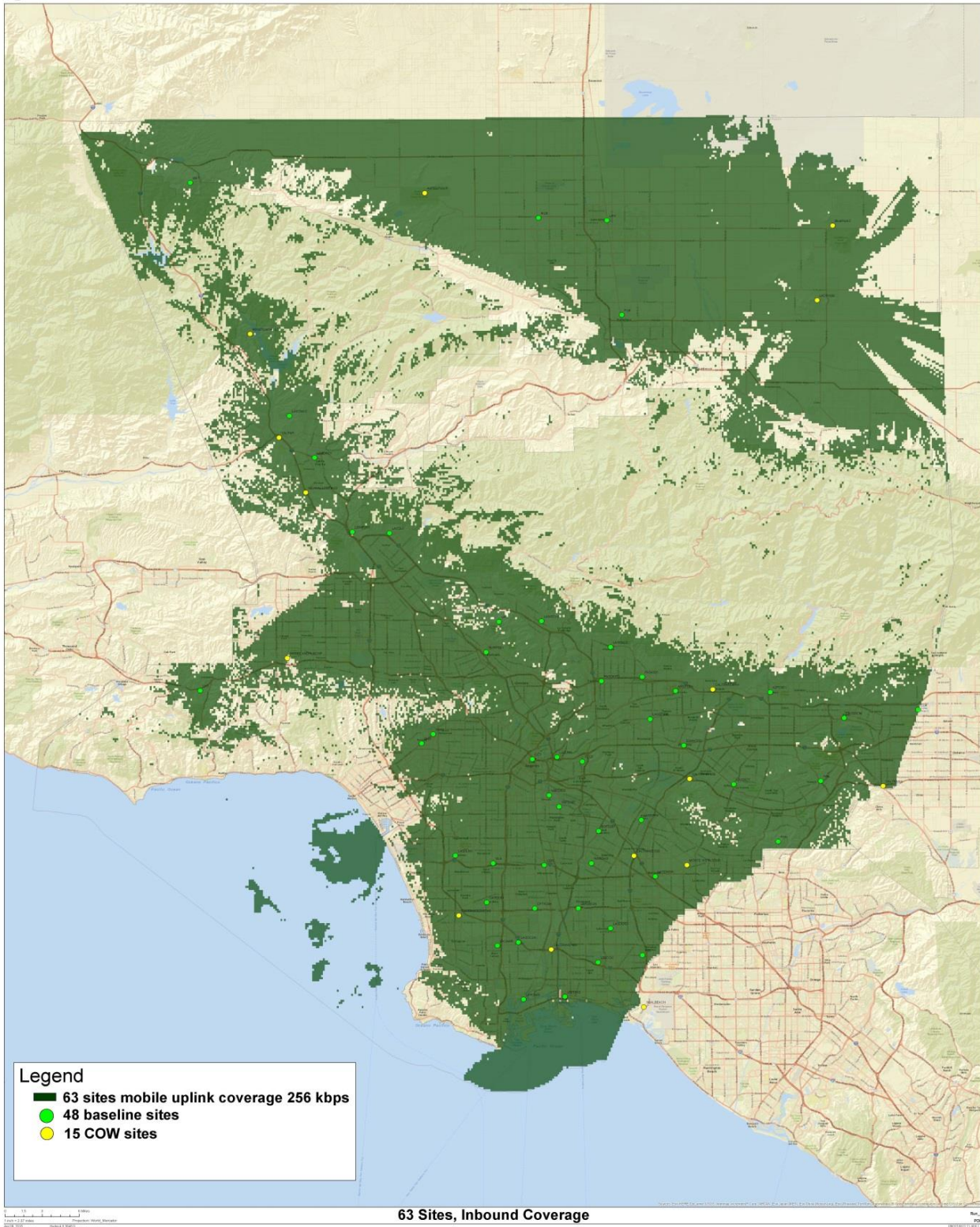
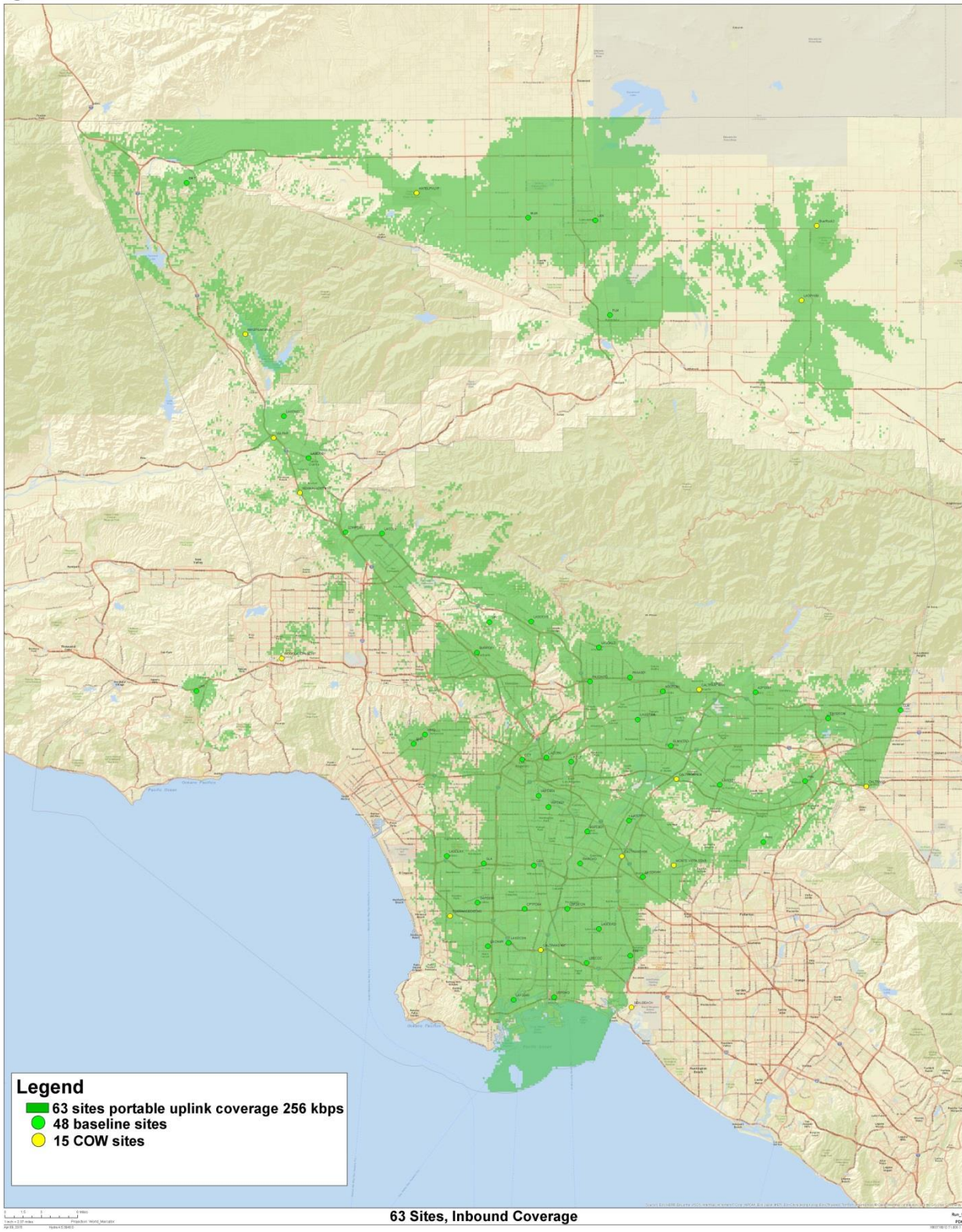


Figure 7 - City of Los Angeles Proprietary Site Portable Coverage Map



LA-RICS Coverage Analysis



### *Additional Opportunity*

#### **Potential Inclusion of Los Angeles Police Department Sites**

On April 1, 2015 the Los Angeles Police Protective League (LAPPL) and the United Firefighters of Los Angeles City (UFLAC) supported a motion before the Los Angeles City Council to suspend all construction on PSBN sites owned or operated by the City of Los Angeles Fire Department (LAFD) and the City of Los Angeles Police Department (LAPD). The two unions voiced their opposition to the continued construction, and ultimately the operation of these PSBN sites. The Unions' stated concerns were the same concerns held by Local 1014, the Union that represents Los Angeles County Fire Department personnel, and are based on the potentially harmful effects of radio frequency (RF) emissions.

The overall impact to the PSBN is the loss of forty one (41) PSBN sites, 19 LAPD and 22 LAFD sites. This creates substantial coverage and capacity deficiencies in the PSBN operational area, although the impacts are felt most acutely within the boundaries of the City of Los Angeles.

This action created a similar degradation to the PSBN's performance as the vote by the Los Angeles County Board of Supervisors. The central difference between the two actions was the retention of the LA County Sheriff sites. The City of Los Angeles removed both their fire and law enforcement sites which left large swaths of their jurisdiction without coverage.

The City of Los Angeles is evaluating the issues related to the LTE project and is working with their relevant stakeholders to discuss their concerns. Due to the unavailability of many stakeholders within the time period requested, the City of Los Angeles requested additional time in which to provide a detailed response and expects to have its response available by April 23, 2015.

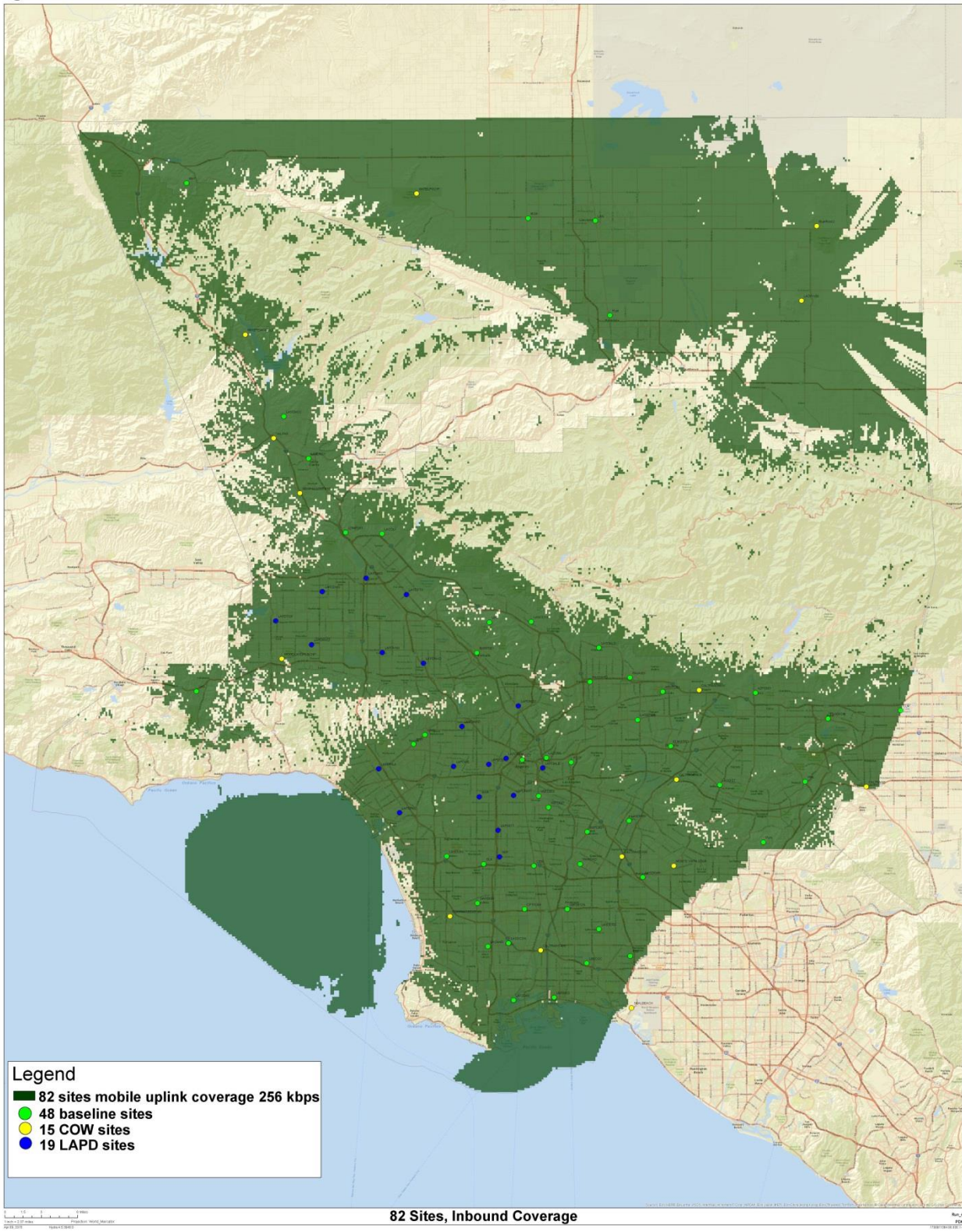
The mobile coverage provided by the inclusion of LAPD sites in the PSBN is represented in Figure 8 below.



Figure 8 - LA-RICS PSBN Mobile Coverage with LAPD Sites

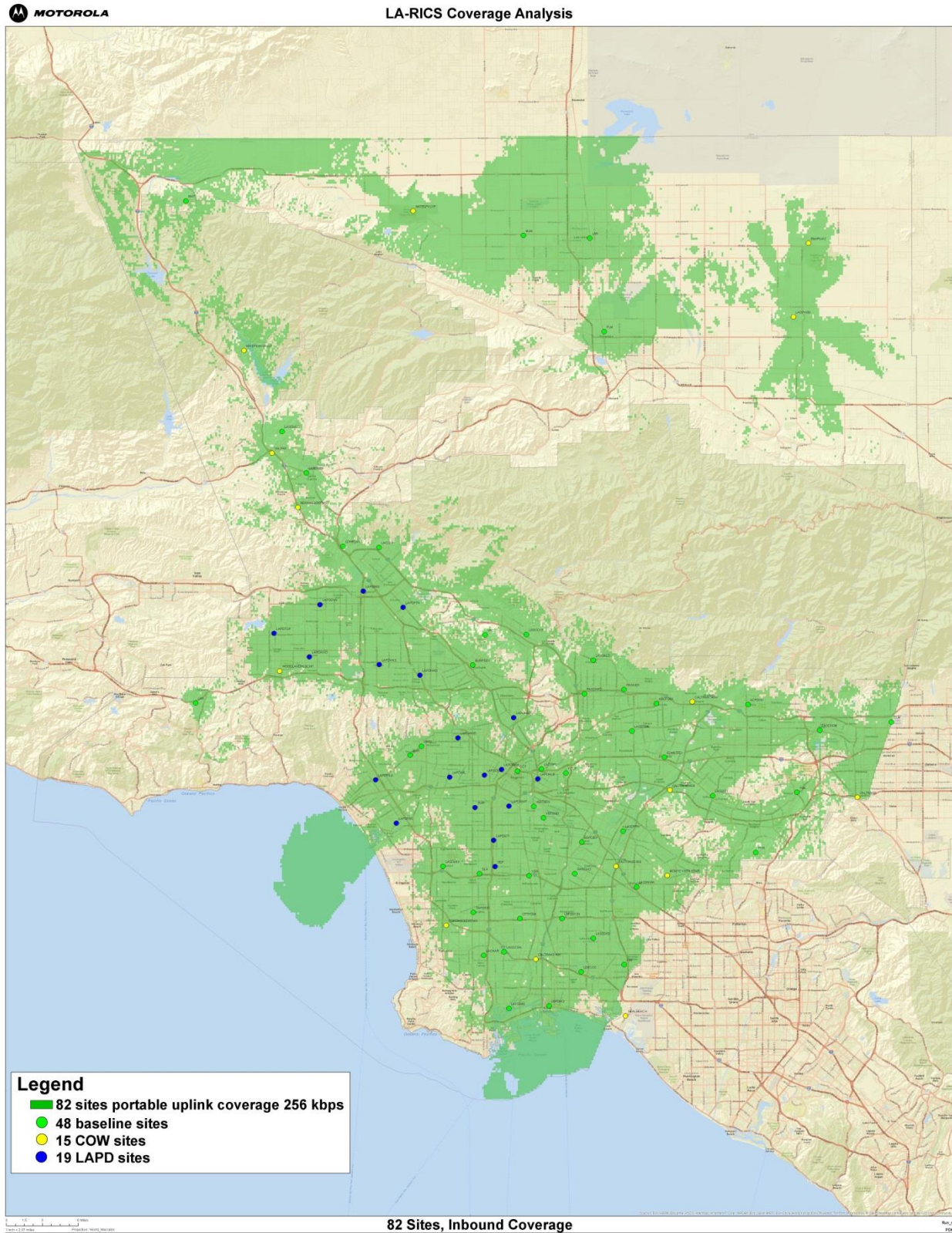


LA-RICS Coverage Analysis



A view of coverage from a portable (e.g., phone or tablet) device is depicted in Figure 9 below:

Figure 9 - LA-RICS PSBN Portable Coverage with LAPD Sites



If the LAPD sites were to re-engage in the program, the completion of the LAPD infrastructure will be easily integrated into the Implementation Schedule due to the significant progress that has already been achieved on these sites. The following is a brief description on LAPD sites relative to their current state of completion:

- 10 sites are 75% complete (inclusive of infrastructure, concrete pads, and towers erected where applicable)
- 5 sites are approximately 50% infrastructure complete
- 4 sites where construction has not yet started

## Section 3 - Outreach

Pursuant to the action taken by the Los Angeles County Board of Supervisors on March 24, LA-RICS was required to conduct outreach efforts to its current and former members as well as the impacted employees and residents.

Construction activities for PSBN sites have drawn attention and concerns from residents located within close proximity to the Authority’s sites. Most community members near LA-RICS PSBN sites probably know little about the project outside of what the County Fire Union (Local 1014) has expressed. It is critical to the continued progress of the program that important stakeholders are kept updated in order to avoid the continued propagation of inaccurate information.

Construction relations is a specialized form of community outreach for the construction phase of projects. The goal is to proactively provide information about the types and timing of construction activities so that community members are not surprised when construction begins. Proactive outreach also allows for the early identification of any issues or questions, allowing the team to provide answers before issues grow into entrenched concerns or opposition.

For LTE monopole sites, the specific objectives of construction relations include:

1. Maintain and expand positive relationships with local community members, on-site staff, independent and contract city staff, and elected officials.
2. Provide accurate and consistent information about the LA-RICS program and PSBN construction activities, its timing, and health and safety concerns to avoid continued proliferation of inaccurate information.

### ***Approach and Timeline***

The Outreach team is adopting a strategy to “right size” the community outreach for each PSBN site based on the category depicted in Exhibit A – Baseline PSBN Site List. The residential/mixed use/commercial groups will receive the following outreach efforts:

1. Type 1 - Residential Interface: Site is located in or immediately adjacent to a residential neighborhood. Of the 48 sites identified in Exhibit A, only two (2) are in residential areas. Of the two sites located in residential areas, the Supervisorial District has been notified and outreach has been made to the local Town Council, with a meeting scheduled for April 16, 2015. The City Manager and the Supervisorial District representing the other site will be contacted for outreach input once the Site Access Agreement has been fully executed between LA-RICS and the City of Long Beach.
  - Outreach activities will include:
    - Determine local city notification requirements.
    - Notify Board offices, City Council and city staff weeks prior to construction. Answer questions from staff, elected officials, neighborhood councils and HOAs that have been notified
    - Notify residents of upcoming public meeting via door hanger in advance of construction.

- Notify on-site staff of construction two weeks prior to construction. Hold an on-site meeting with staff, if staff requests.
  - Notify residents of construction via door hanger one week prior to construction.
  - Conduct outreach to neighborhood councils and HOAs as recommended by local city staff and elected officials.
2. Type 2 - Sites with A Mixed Use or Commercial designation: The predominant land use character within two block radius is stores, businesses, and/or offices. Outreach efforts, if required for these sites, could include:
- Determine local city notification requirements.
  - Notify Board offices, City Council and city staff weeks prior to construction. Answer questions from staff and elected officials.
  - Conduct outreach two weeks prior to construction to business associations, and/or Chambers of Commerce as recommended by local city staff and elected officials. Local city staff to provide input for period of time to notify organizations of upcoming meeting.
  - Notify on-site staff of construction two weeks prior to construction. Hold an on-site meeting with staff, if staff requests.
  - Notify businesses of upcoming construction activities via flyer one week prior to construction.

***Regional Meetings***

As requested by the Los Angeles County Board of Supervisors, LA-RICS will hold regional informational meetings. LA-RICS will hold at least five (5) regional informational meetings – one in each of the supervisorial districts, and more as needed, depending on the size of the district and the location of sites in those districts. The format for the Regional meetings will be consistent with community specific meetings and will be conducted to fulfill the following objectives:

- Communicate project purpose, need, and benefits
- Provide information about the proposed LA-RICS sites within the subject city.
- Educate the public on the important public safety aspects of the project, and Health and Safety aspects of the project
- Solicit community members’ questions and concerns, and provide answers to the extent possible

***Community Specific Meetings***

Working at the direction of each supervisorial office and the local jurisdiction, LA-RICS will also conduct community specific meetings with town councils and neighborhood groups, where needed and as requested. Planning for such meetings is already underway. LA-RICS representatives have already met with the Antelope Valley and San Dimas town councils in District Five (5) and the Lennox Coordination Council in District Two (2).

***Public Meeting Support Team***

For each meeting, a public meeting support team will be designated, consisting of the following members:

- Meeting coordinator from the Jacobs outreach team
- LA-RICS program representative
- LA-RICS technical representative
- Public safety representation from the relevant public safety agencies (e.g., County site would have County Sheriff and County Fire and City of Los Angeles site would have LAPD and LAFD representation).
- Representation from Motorola construction team as required

***Suggested Format***

1. Although input from city staff will be taken into consideration, the following general format will be followed.
  - Welcome/Agenda Overview: Project team members will be introduced and an overview of the agenda will be presented.
  - Who: LA RICS staff, law or fire representative from the appropriate agency
  - Allotted time: 5 minutes
2. LA-RICS Presentation: The LA-RICS public meeting coordinator will lead a PowerPoint presentation, customized for the subject member city. The presentation will include:
  - LA-RICS purpose, need, and benefits
  - The essential role that all proposed PSBN sites have for optimal functioning of the system
  - Overview of the proposed site and facilities within the subject city, including explanation of how sites were selected\
  - RF emission Health and Safety concerns
  - Applicable CEQA/NEPA compliance
  - Who: LA-RICS representative, law or fire representative from the appropriate agency
  - Allotted time: 15 minutes
3. Open House Period: Members of the public will be given an opportunity to directly pose questions about the project to the LA-RICS project team in an open house format.
  - Who: City staff with support from LA-RICS public meeting support team
  - Allotted time: 40 minutes
4. Materials

The following is a list of the materials needed to support the public meetings:

- Presentation materials
  - Poster boards (maps and project overview)
  - Video
  - PowerPoint presentation
  - Site photo simulation
5. Informational materials/handouts
- Construction Fact Sheet
  - FAQ
  - Health and Safety Fact Sheet
6. Meeting materials
- Sign-in sheet
  - Comment cards
  - Agenda

***Public Education***

In addition to construction relations activities, LA-RICS will undertake broader public education efforts in order to communicate the benefits and need for the LA-RICS project to the greater Los Angeles area. Education outreach tasks could include the following:

1. Monthly E-blast notifications: LA-RICS will work with cities and agencies to augment the e-blast notification list. E-blasts will highlight the features and benefits of the LA-RICS program, notify the public about upcoming meetings and provide important project updates other topics such as the funding plan.
2. Website Updates: LA-RICS and the Jacobs Outreach team will conduct a website audit to improve navigation, update information and provide updated quotes from supportive elected and public officials. Currently, the website features language and technical information useful for safety agencies but is missing vital information for residents, including the negligible impact of the PSBN site on health safety. The website will be updated with current photos of JPA board members.
3. Media Relations: LA-RICS will work with their outreach consultant to draft and place op-eds in major media outlets in the Los Angeles region. LA-RICS will draft media releases and work with local reporters to answer questions and to generate positive media coverage of major project milestones and accomplishments.
4. Project Materials: LA-RICS will work to update project materials to provide updated health and safety information related to RF emissions and construction activities. Materials will include updated fact sheets, FAQs, door hangers and PowerPoint slides. Poster boards and simulations will also be developed for use at public meetings.
5. Communication Education Materials: LA-RICS will create layman-appropriate messaging and educational materials for distribution to residents about the PSBN.

These materials will include brochures, fact-sheets and “success stories” of other urban communities that have instituted similar systems. They will include science-backed information regarding the negligible impacts of PSBN radio frequency emissions on public health, including a comparison with emissions from common electronic devices such as home wi-fi transmitters, Bluetooth earpieces, laptop computers and baby monitors.

6. **Third-Party Endorsers:** LA-RICS will work with local and county fire and police chiefs to speak on behalf of the project through media interviews and newspaper opinion pieces. Few other endorsers have the respect and knowledge to address the benefits of the PSBN in an authoritative way. In addition to seeking general press availability, LA-RICS will seek to mobilize the safety leaders in the more problematic communities through speeches and presentations to local civic organizations such as chambers of commerce, Rotary, and business groups. These groups typically include community influencers who shape local public opinion, and their support is important for reaching an understanding and buy-in for the project.
7. **Project Video:** LA-RICS will engage a video production specialist to produce a short 6-minute video promoting project benefits and needs. The video will include testimonials from prominent project supporters and law enforcement supporters. The video may be customized for use on website, social media and stakeholder e-blasts.
8. **Social Media (optional):** LA-RICS will develop a plan and social media calendar to improve the relevance and regularity of the existing project twitter account. LA-RICS may also develop a project Facebook page in order to post construction updates, photographs and invitations to community meetings.



## Section 4 - Financial

### Expenditures to date

Exhibit C – Modified Project Budget reflects expenditures incurred to date, including those invoiced and claimed, work authorized via Notices to Proceed, pending invoices, and claim submissions by consultants, as well as work that has not yet been authorized via amendment or change order, but estimated as potential claim. The Authority is currently evaluating, assessing, and negotiating the value of potential claims as well as partially completed work.

The Authority is aggressively pursuing credits for equipment that can be repurposed, returned or cancelled (for equipment not yet manufactured), and has required Motorola provide the Authority with the confirmation of equipment and credit value by no later than Wednesday April 15, 2015. These credits are not factored into the expenditures incurred.

### Modified Project Budget

Exhibit C provides projected expenditures for completion of the plan, including design, construction, supplying PSBN components and system implementation on 46 Baseline sites and two (2) backhaul sites, the two sites from Department of Water and Power and Los Angeles Port Authority, as well as purchase and deployment of 15 COWs. The modified project budget also includes a line item of \$8.4 million for claims, a figure provided by Motorola, currently being assessed, evaluated and negotiated by the Authority. The project budget will be further updated to reflect equipment credits, as well as negotiated claims for work not yet identified, which is not included in the Base PSBN plan. In addition, the updated assessment of land valuation for the 46 Baseline and 2 backhaul sites will also be incorporated once completed.

Removal of Los Angeles City Fire, Los Angeles County Fire and Los Angeles Police Department sites significantly impacted the in-kind match total, formerly \$8.1 million reduced to \$2.2 million, resulting in a 17.60% match. Restoring 20 LAPD sites would increase the in-kind match by \$1,012,953, totaling 18.36%.

Due to the smaller number of sites in the LA-RICS PSBN system, the Authority is seeking direction from NTIA relative to the disposition of the Redundant Evolved Packet Core (EPC), designed for location at Los Angeles Police Department's Valley Dispatch Center. Exhibit D also reflects removal of all City of Los Angeles Police and Fire sites, as well as City of Los Angeles Fiber as in-kind match (\$3,431,700), if the City does not allow the Authority to use the fiber.

Finally, in order to implement the Base PSBN Plan, the Authority would require removal from Agency Review, allowing for advance draw-downs to pay invoices that will be substantial due to the further condensed construction period, because the Authority does not have enough cash-flow to fund.

### Notice to Proceed(s)

Motorola was issued a Notice to Proceed (NTP) on March 10, 2014, by the Authority to commence with Phase 1 (System Design) Work for the 231 PSBN sites. That work and contract value is fully accounted for in Exhibit C, for a total Phase 1 value of \$14,877,794. In

addition, the Authority issued an NTP to allow Motorola to perform Phase 1 Work on two (2) Additive Alternates to the contract, a Home Subscriber Server (HSS) and the Redundant Evolved Packet Core (EPC), contemplated in Phase 1 value of Exhibit C.

The Authority issued subsequent NTP's pursuant to Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) which authorized Motorola to move forward with certain tasks including, but not limited to, ordering standard equipment for 150 PSBN sites, authorizing Motorola to begin construction on 131 PSBN sites (91 for County of Los Angeles, 31 City of Los Angeles, and 9 independent cities), and permitting Motorola to commence with Phase 4 Work for 75 PSBN sites which previously received authorization for Phase 2 and Phase 3 Work. Construction costs for sites with commenced and / or completed infrastructure are also contemplated in Exhibit C.

In addition to ordering standard equipment, the Authority issued NTP's, pursuant to Phase 3, to allow Motorola to order certain equipment such as In-Vehicle Routers for Special Operations Testing purposes, TMR cabinets, equipment for microwave links, PSBN components for the HSS and the Redundant EPC, routers for the County of Los Angeles Fire Department Fire Command and Control Facility (FCCF) and the City of Los Angeles Police Department Valley Dispatch Center (VDC). Equipment orders for 150 sites are accounted for in Exhibit C, but do not reflect credits for repurposed, returned or cancelled equipment.

The Authority also issued NTP's to Motorola to proceed with Phase 4 Work related to the installation of the System Management and Monitoring Subsystem (SMMS) at FCCF and to proceed with all Phase 4 Work related to the Redundant EPC at VDC. This work is contemplated in Exhibit C.

**Section 5 - Environmental**

From an environmental compliance perspective, the project can be summarized into four groups of sites: A) the Baseline PSBN sites, B) the COWs, C) the proprietary sites and D) the LAPD sites. Each site not previously analyzed will be the subject of an updated mitigation monitoring plan (an extension of the work already successfully being managed for the LA-RICS PSBN). In general, the reduced number of sites reduces the environmental workload. Each group is discussed below with the only new work comprised of the COW locations.

**46 Baseline Sites Plus Two (2) Microwave Sites**

A total of 32 sites have completed the NEPA and NHPA compliance processes. These sites include:

ARCPD01	FCCF	LASDCVS	LASDTEM
AZPD001	FS5	LASDIDT	LBPDHQ
BMT	GARD001	LASDLKD	MLM
CCT	LACHAR	LASDLNX	PASA001
CEN	LACOLV	LASDNCC	SLA
CLM	LACUSC	LASDNWK	VEFD001
CPTFD04	LASDALD	LASDPRV	VEFD003
ELMNTPD	LASDCSN	LASDSCV	WHD

Four (4) sites would be included in a revised Route Modification 03. NTIA has already reviewed and approved a larger Route Modification 03 request but has directed the Authority to pare the list down to match the newly proposed site list. These Route Modification 03 sites do not require SHPO consultation. Route Modification 03 can be resubmitted with 1-2 days of preparation.

<b>BAH</b>	<b>BURPD01</b>	<b>RANCHO</b>	<b>SDW</b>
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Five (5) sites appear complete from a NEPA/route modification perspective but would need to be reviewed by NTIA for exemption from SHPO review. These sites have been reviewed by the cultural resources staff and an exemption package was in preparation at the time of suspension. This group would require approximately five days to submit to NTIA for exemption review.

<b>LAN</b>	<b>LASDSM</b>	<b>LHS</b>	<b>PLM</b>	<b>WAL</b>
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One (1) site (PHN) is a collocation site that appears complete from a NEPA/route modification

perspective but would need to be submitted for SHPO review to fulfill Section 106 requirements.

Five (5) sites would be included in a revised Route Modification 04. Similar to Route Modification 03, NTIA has directed LA-RICS to pare down Route Modification 04 to only those sites now in contemplation for the system. We anticipate Route Modification 04 can be submitted to NTIA within one week after resumption of activities. These require SHPO review, and we anticipate 2-3 weeks for submission of the FCC 621 forms for these sites. One site (PASDNPD) requires consideration by the LA-RICS JPA Board of Directors for statutory exemption from CEQA, and we anticipate this being added to the June Board of Directors Agenda. The PASDNPD site is at risk as it sits in an historic district. The sites in this group include:

<b>BHR</b>	<b>LBECOC</b>	<b>LBFD012(N)</b>	<b>PASDNPD</b>	<b>VPC</b>
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Another two (2) sites (BGPLD001 and ONK) remain in contemplation in the Supplemental EA, which has been through a cycle of review by NTIA with minimal comment. Per NTIA direction, the Supplemental EA will be pared down to reflect the elimination of four sites (sites CJP, LACF054, LACF101, and LDWP243 are no longer in contemplation). Both sites in the supplemental EA require submission of FCC Form 620 to SHPO, and in turn need to be reviewed and approved by SHPO. SHPO has approved geotechnical investigation at each of these sites (the only unanalyzed sites remaining where new monopole construction is contemplated).

Based on an April 2, 2015 conference call between LA-RICS and United States Fish and Wildlife Service (USFWS), we anticipate development of an abbreviated, focused Biological Assessment that contains analysis of California condor at site ONK. Development of the EA can continue to pre-final, with the results of USFWS consultation contained in the Final EA. We anticipate 8 weeks for approval of the Supplemental EA and a FONSI, but only one week to develop the next iteration of the Supplemental EA.

**15 COW Sites**

NTIA has informed the Authority that all 15 COW sites contemplated for inclusion in the system would require review by NTIA through a Supplemental EA. Based on an initial screening, no sensitive resources (wetlands, critical habitat) occur at any of the proposed COW sites. No ground disturbance is anticipated at these sites for COW deployment, thus a limited Phase I investigation should not be required. The COW sites could be analyzed and submitted to NTIA in 3 weeks in EA format.

An analysis of the COW sites for consideration as exempted from SHPO review would also be submitted to NTIA, in accordance with the Nationwide Programmatic Agreement (NPA Appendix C to Part 1, Section III C). We believe we can provide this information to NTIA in 1-2 days.

**Two Proprietary Sites**

The two proprietary sites (LAPP001 and LDWP243) not included in the Baseline PSBN sites are discussed below.

- Site LAPP001 would require no further NEPA / route modification review. We would

include it with the five sites identified above as a candidate for exemption from SHPO review.

- Site LDWP243 would require analysis in the Supplemental EA, be subjected to SHPO consultation (through FCC Form 620) and informal consultation with the USFWS (due to its proximity to Critical Habitat for coastal California gnatcatcher). The site contains none of the primary constituent elements necessary for gnatcatcher, and is not in the known elevation range for the species.

### **19 LAPD Sites**

Of the 19 LAPD sites that may yet be included in the project:

17 require no further NEPA or NHPA work. Two additional sites (LAPD077 and LAPDVNS) are discussed below:

- Site LAPD077 was in Route Modification 03, was previously found exempt from SHPO review by NTIA, and can be resubmitted as part of that package within one day.
- Site LAPDVNS was in Route Modification 04. This can be resubmitted as part of that package for NTIA review. This site requires submission of Form FCC 621 to SHPO.

## LA-RICS Request

The Implementation Plan presented in this response to the CAP presents a clear path forward for the Authority to achieve its objectives and mission, which is to provide a robust public safety broadband network capable of providing a necessary service to the public safety personnel in the Los Angeles region. The Authority requests that NTIA, with the endorsement of both the NOAA Grants Office and FirstNet, approve the following aspects of the Authority's Implementation Plan:

1. Proceed forward with the construction and implementation of the Baseline PSBN Sites, which includes 46 eNodeB locations and two microwave-only sites;
2. Approve Augmentation Strategy #2 - allow for the purchase, outfitting, and placement of up to 15 COW locations strategically located throughout the operational area;
3. Approve Augmentation Strategy #3 – allow for the construction and implementation of two City of Los Angeles Proprietary sites, specifically LDWP243 (Los Angeles Department of Water and Power) and LAPP001 (Los Angeles Port Authority).

The Authority reiterates its position that each of these augmentation strategies provide tangible coverage and capacity benefits above and beyond those delivered by the Baseline PSBN alone. Approval of this implementation strategy will provide first responders in the Los Angeles region the technological tools and communications system that they require.

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## Exhibit A – LA-RICS Baseline PSBN Site List

*This attachment is provided under a separate cover.*

Site ID	Facility Name	Organization	Address Line	City	Zip Code	Jurisdiction	Parcel Owner	Proposed Antenna Support Structure Type	County Supervisorial District	Construction Start	Unincorporated Y/N	Neighborhood	Final CAP	Construction Completed Y/N	Comments
ARCPD01	Arcadia PD	City of Arcadia Police Dept	250 W Huntington Dr	Arcadia	91007	Arcadia	City of Arcadia	70' Monopole	5	4/30/2015		Commercial	Y		
AZPD001	Azusa PD	City of Azusa Police Dept	725 N Alameda Ave	Azusa	91702	Azusa	City of Azusa	70' Monopole/Palm	1	4/30/2015		Commercial	Y		
BGPD001	Bell Gardens PD	City of Bell Gardens Police Dept	7100 Garfield Ave	Bell Gardens	90201	Bell Gardens	City of Bell Gardens	70' Monopole	1	5/30/2015		Mixed Use	Y		
BHR	Beverly Hills Rexford Drive	City of Beverly Hills	464 N Rexford Dr	Beverly Hills	90210	Beverly Hills	City of Beverly Hills	Roof Mount	3	7/1/2015		Mixed Use	Y		
BMT	Bald Mountain	LA County ISD	46811 Ridge Route Rd	Gorman	93536	LA County	LA County	70' Monopole	5	4/26/2015	Y	Rural	Y		
BURPD01	Burbank PD	City of Burbank Police Dept	200 North 3rd Street	Burbank	91502	City of Burbank	City of Burbank	Roof Mount	5	6/11/2015		Commercial	Y		
CCT	Criminal Court Building	LA County Courts	210 W Temple St	Los Angeles	90012	City of Los Angeles	State of California	Roof Mount	1	5/31/2015		Commercial	Y		
CEN	Century	LA County Sheriff's Dept	11703 Alameda Rd	Lynwood	90262	Lynwood	LA County	70' Monopole	2	3/20/2015	Y	Commercial	Y		
CLM	Claremont Microwave Tower	City of Claremont Police Dept	1616 Monte Vista	Claremont	91711	City of Claremont	City of Claremont	Use Ex Ant Structure	1	6/6/2015		Commercial	Y		
CPTFD04	FS 4	City of Compton Fire Dept	950 West Walnut St	Compton	90220	City of Compton	City of Compton, Redevelopment Agency	70' Monopole	2	7/1/2015		Commercial	Y		
ELMNTPD	El Monte PD	City of El Monte Police Dept	11333 Valley Blvd	El Monte	91731	City of El Monte	City of El Monte	70' Monopole/Pine	1	5/17/2015		Commercial	Y		
FCCF	FCCF -HQ	LA County Fire Dept	1320 N Eastern Ave	Los Angeles	90063	LA County	LA County	70' Monopole	1	July		Commercial	Y		
FS5	FS 5	City of Long Beach Fire Dept	7575 E Wardlow Rd	Long Beach	90808	City of Long Beach	City of Long Beach	Use Ex Ant Structure	4	6/15/2015		Commercial	Y		
GARD001	Gardena	City of Gardena	1700 West 162nd St	Gardena	90247	City of Gardena	City of Gardena	Use Ex Ant Structure	2	7/1/2015		Mixed Use	Y		
LACHAR	LAC/Harbor+UCLA Medical Ctr	LA County Hospital	1000 W Carsons St.	Torrance	90502	LA County/OSHPD	LA County	Roof Mount	2	7/1/2015		Commercial	Y		
LACOLV	LAC/Oliveview+UCLA	LA County Hospital	14445 Olive View Dr.	Sylmar	91342	LA County/OSHPD	LA County	Roof Mount	5	7/1/2015		Commercial	Y		
LACUSC	LAC/USC Medical Ctr	LA County Hospital	1200 N State St	Los Angeles	90033	LA County/OSHPD	LA County	Roof Mount	1	7/1/2015		Commercial	Y		
LAN	Lancaster	LA County Sheriff's Dept	501 W Lancaster	Lancaster	93534	Lancaster	City of Lancaster	Use Ex Ant Structure	5	5/24/2015		Mixed Use	Y		
LASDALD	Altadena	LA County Sheriff's Dept	780 E Altadena Dr	Altadena	91001	LA County	LA County	70' Monopole	5	1/16/2015	Y	Mixed Use	Y	Y	
LASDCSN	Carson	LA County Sheriff's Dept	21356 S. Avalon Blvd	Carson	90745	Carson	LA County	70' Monopole	2	4/15/2015	Y	Mixed Use	Y		
LASDCVS	Crescenta Valley	LA County Sheriff's Dept	4554 Briggs Ave	La Crescenta	91214	LA County	LA County	45' Monopole	5	1/29/2015	Y	Residential	Y		
LASDIDT	Industry	LA County Sheriff's Dept	150 N Hudson Ave	Industry	91744	Industry	LA County	70' Monopole/flagpole	1	1/23/2015	Y	Commercial	Y		
LASDLKD	Lakewood	LA County Sheriff's Dept	5130 Clark Ave	Lakewood	90712	Lakewood	LA County	70' Monopole	4	4/23/2015	Y	Mixed Use	Y		
LASDLNX	Lennox (Closed)	LA County Sheriff's Dept	4331 Lennox Blvd	Inglewood	90304	County	LA County	70' Monopole	2	4/9/2015	Y	Mixed Use	Y		
LASDNCC	North County Correctional Facility	LA County Sheriff's Dept	29340 The Old Road	Castaic	91350	LA County	LA County	Use Ex Ant. Structure	5	3/26/2015	Y	Commercial	Y		
LASDNWK	Norwalk	LA County Sheriff's Dept	12335 Civic Center Dr	Norwalk	90650	Norwalk	LA County	70' Monopole	4	3/30/2015	Y	Mixed Use	Y	Y	
LASDPRV	Pico Rivera	LA County Sheriff's Dept	6631 Passons Blvd	Pico Rivera	90660	Pico Rivera	LA County	70' Monopole/Palm	1	3/26/2015	Y	Mixed Use	Y		
LASDSCV	Santa Clarita Valley	LA County Sheriff's Dept	23740 Magic Mountain Pkwy	Santa Clarita	91355	Santa Clarita	LA County	70' Monopole	5	2/27/2015	Y	Commercial	Y		
LASDSDM	San Dimas	LA County Sheriff's Dept	270 S. Walnut Ave.	San Dimas	91773	San Dimas	LA County	Use Ex Ant Structure	5	5/7/2015	Y	Mixed Use	Y		
LASDTEM	Temple	LA County Sheriff's Dept	8838 E. Las Tunas Dr	Temple City	91780	Temple City	LA County	70' Monopole	5	4/14/2015	Y	Mixed Use	Y		
LBECOC	Long Beach Emergency Comm & Op Center	City of Long Beach Fire Dept	2990 Redondo Ave	Long Beach	90806	City of Long Beach	City of Long Beach	Use Ex Ant Structure	4	6/15/2015		Commercial	Y		
LBFD012(N)	FS 12(N)	City of Long Beach Fire Dept	1199 E. Artesia Blvd.	Long Beach	90805	City of Long Beach	City of Long Beach	Use Ex Ant Structure	4	6/15/2015		Residential	Y		
LBPDHQ	HQ	City of Long Beach Police Dept	400 West Broadway	Long Beach	90802	Long Beach	City of Long Beach	Roof Mount	4	6/15/2015		Mixed Use	Y		
LHS	Lost Hills/Malibu	LA County Sheriff's Dept	27050 Agoura Rd	Agoura	91301	Calabasas	LA County	Use Ex Ant Structure (retrofit)	3	3/31/2015	Y	Commercial	Y		

## AGENDA ITEM I - ENCLOSURE 1



Site ID	Facility Name	Organization	Address Line	City	Zip Code	Jurisdiction	Parcel Owner	Proposed Antenna Support Structure Type	County Supervisorial District	Construction Start	Unincorporated Y/N	Neighborhood	Final CAP	Construction Completed Y/N	Comments
MLM	Mira Loma Detention Facility	LA County Sheriff's Dept - Jail	45100 N. 60th West	Lancaster	93536	Lancaster	LA County	70' Monopole	5	3/30/2015	Y	Rural	Y		
ONK	Oat Mountain Nike	LA County	N 34.3260° W118.5867°	Chatsworth	91311	LA County	LA County	70' Monopole	5	6/15/2015	Y	Rural	Y		
PASA001	Goodrich	City of Pasadena	Avocado Ave	Pasadena	91104	Pasadena	City of Pasadena	Use Ex Ant Structure	5	6/15/2015		Mixed Use	Y		
PASDNPD	Pasadena Police	City of Pasadena Police Dept	Ramona St.	Pasadena	91101	Pasadena	City of Pasadena	Roof Mounted	5	6/15/2015		Commercial	Y		
PHN	Puente Hills	LA County ISD	Near Vantage Point Dr	Rowland Heights	91748	LA County	LA County	Use Ex Ant Structure	4	6/1/2015	Y	Rural	Y		
PLM	Palmdale	LA County Sheriff's Dept	750 East Avenue Q	Palmdale	93550	Palmdale	LA County	Use Ex Ant Structure	5	4/6/2015	Y	Mixed Use	Y		
RANCHO	LAC/Rancho Los Amigos Natl. Rehab	LA County Hospital	7601 E Imperial Hwy	Downey	90242	City of Downey	LA County	Roof Mount	4	6/14/2015	Y	Mixed Use	Y		
SDW	San Dimas	LA County	310 Via Blanca	San Dimas	91773	City of San Dimas	LA County	Use Ex Ant Structure	5	6/15/2015	Y	Mixed Use	Y		
SLA	South L.A.	LA County Sheriff's Dept	1310 W. Imperial Hwy	Los Angeles	90044	County	LA County	Use Ex Ant Structure	2	4/15/2015	Y	Mixed Use	Y		
VEFD001	FS 1	City of Vernon Fire Dept	3375 Fruitland Ave	Vernon	90058	Vernon	City of Vernon	70' Monopole	1	1/29/2015		Commercial	Y	Y	
VEFD003	FS 3	City of Vernon Fire Dept	2800 Soto Street	Vernon	90058	Vernon	City of Vernon	70' Monopole	1	3/30/2015		Commercial	Y	Y	
VPC	Verdugo Peak	City of Los Angeles	Verdugo Mountain Way	Glendale	91208	City of Glendale	LA County	Use Ex Ant Structure	5	6/15/2015	Y	Rural	Y		
WAL	Walnut/Diamond Bar	LA County Sheriff's Dept	21695 E. Valley Blvd	Walnut	91789	Walnut	LA County	Use Ex Ant Structure	1	4/6/2015	Y	Commercial	Y		
WHD	West Hollywood	LA County Sheriff's Dept	720 N San Vicente Blvd	West Hollywood	90069	West Hollywood	LA County	70' Monopole	3	5/23/2015	Y	Commercial	Y		

Total

48

## AGENDA ITEM I - ENCLOSURE 1

LA-RICS Potential COW Locations							
Site Name	In Present Design	Latitude	Longitude	Elevation	Ownership	Notes	
ANTELPVLYP&RPO		34°43'56.00"	118°23'44.00"W	2820	State	Resolves a significant issue in the Northern Desert	
MIKEPEAKVAULT	y	34.56388889	118.6430556	2320	State	DWR site which may prove difficult to secure.	
NEWHALLOTMS3	y	34.37444444	118.5641667	1340	Unknow	Need validation of ownership	
SEALBEACH	Y	33.75666667	118.0852778	16	Boeing	Question whether there is private land in that former DoD space.	
TORRANCEDOTMS	y	33.86694444	118.3472222	77	State	18101 Bailey Drive, Torrance, CA 90504	
VALENCIACHPAR		34.44027778	118.6019444	1025	Private	Twin above is NEWHALLOTMS3	
WOODLANDHLCHPAR	Y	34.17611111	118.5905556	843	State		
<b>New Locations</b>							
CALTRANS 405/710 Interchange	Y	33°49'33.30"N	118°12'59.83"W			22101 Santa Fe Ave., Long Beach	
CALTRANS 605/5 Interchange	y	33°56'19.82"N	118° 5'57.36"W			10903 Florence Ave., Downey	
CALTRANS 605/60 Interchange	Y	34° 1'53.23"N	118° 1'13.15"W			1940 S. Workman Mill Rd., Whittier	
CALTRANS Monrovia Yard	Y	34° 8'19.14"N	117°59'15.82"W			850 E. Huntington Dr., Monrovia	
CALTRANS 71/60 Interchange	Y	34° 1'21.98"N	117°44'46.72"W			2650 South Garey Ave, Pomona	
<b>Existing LA-RICS Member-Agency COW Locations</b>							
Blue Rock -2	Y	34°41'36.26"N	117°49'5.01"W	2815		Site owned by LA County. Possible replacement for BRK. (LA County DPW)	
Monte Vista Star Center	Y	33.9277667	-118.0244611			LA County	
LADPW38 (Hoyt Storage)	Y	34°36'15.78"N	117°50'24.04"W			LADPW (replaces LACF 114 and BRK)	
USACOE		34° 9'46.47"N	118°27'58.97"W				
Total State of California Sites		12					
Total LA-RICS Member Sites		3					
<b>Total Potential COW Locations</b>		<b>15</b>					

Site ID	Facility Name	Organization	Address Line	City	Zip Code	Jurisdiction	Parcel Owner	Proposed Antenna Support Structure Type	County Supervisorial District	Construction Start	Unincorporated Y/N	Neighborhood	Final CAP	Construction Completed Y/N	Construct Starts	Parcel Owner per Assessor's Office	Comments
LAPP001	Los Angeles Port Police	Los Angeles Port Authority	400 Yacht St (Boat)	Wilmington	90744	City of Los Angeles, Harbor Dept. Coastal Commission	City of Los Angeles, Harbor Dept	Use Ex Ant Structure	4	6/15/2015		Commercial	Y		y		
LDWP243	Aqueduct Cascades	City of Los Angeles DWP	13801 Balboa Blvd	Sylmar	91342	City of Los Angeles/DWP	City of Los Angeles, Dept of Water and Power	70' Monopole	3	7/1/2015		Rural	Y		y		

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## Exhibit B – LA-RICS Baseline Implementation Schedule

*This attachment is provided under a separate cover.*



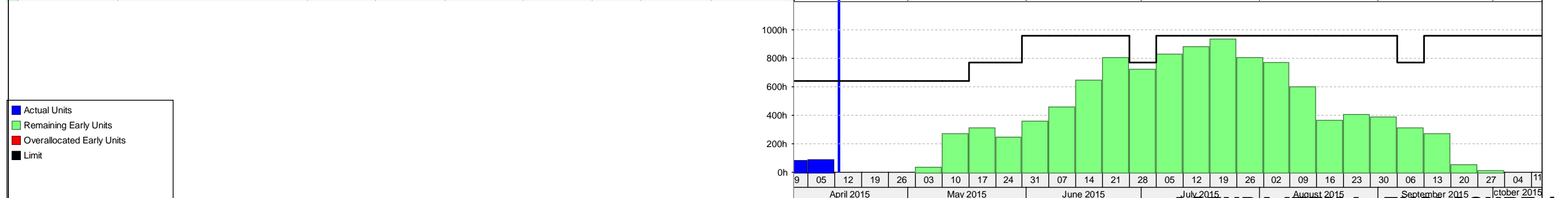
# LA RICS LTE Construction Activities With Leveling

13-Apr-15 13:01  
Page: 1 of 1  
PSBN Replan

Data Date: 13-Apr-15

■ Remaining Level of Effort    ◆ Critical Remaining Work  
■ Actual Level of Effort    ◆ Milestone  
■ Remaining Work  
■ Actual Work

Activity ID	Activity Name	Start	Finish	Resource IDs	Neighborhood	Original Duration	Activity Leveling Priority	LA-RICS Site Name [O]	April 2015		May 2015				June 2015				July 2015				August 2015				September 2015				October 2015							
									9	05	12	19	26	03	10	17	24	31	07	14	21	28	05	12	19	26	02	09	16	23	30	06	13	20	27	04	11	
<b>Total</b>		<b>16-Jan-15 A</b>	<b>30-Sep-15</b>			<b>132</b>																																
A1427	Construction	16-Jan-15 A	27-Feb-15 A	Construction	Mixed Use	20	1 - Top	L.A.LASDALD																														
A1448	Construction	30-Jan-15 A	27-May-15	Construction	Mixed Use	30	1 - Top	L.A.LASDNWK																														
A1250	Construction	20-Mar-15 A	05-Jun-15	Construction	Commercial	30	1 - Top	L.A.CEN																														
A1445	Construction	26-Mar-15 A	05-Jun-15	Construction	Commercial	25	1 - Top	L.A.LASDNCC																														
A1010	Construction	07-May-15*	01-Jul-15	Construction	Commercial	39	2 - High	L.A.ARCPD01																														
A1442	Construction	11-May-15*	01-Jul-15	Construction	Mixed Use	37	1 - Top	L.A.LASDLNX																														
A1457	Construction	11-May-15*	01-Jul-15	Construction	Mixed Use	37	2 - High	L.A.LASDTEM																														
A1475	Construction	11-May-15*	01-Jul-15	Construction	Rural	37	1 - Top	L.A.MLM																														
A1040	Construction	08-May-15*	02-Jul-15	Construction	Commercial	39	2 - High	L.A.AZPD001																														
A1430	Construction	18-May-15*	02-Jul-15	Construction	Mixed Use	33	2 - High	L.A.LASDCSN																														
A1460	Construction	26-May-15*	06-Jul-15	Construction	Commercial	29	3 - Normal	L.A.LBECOC																														
A1511	Construction	08-Jun-15*	07-Jul-15	Construction	Commercial	21	1 - Top	L.A.WHD																														
A1481C	Construction	27-Feb-15 A	08-Jul-15	Construction	Commercial	30	2 - High	L.A.LASDSCV																														
A1484	Construction	12-Jun-15*	09-Jul-15	Construction	Commercial	19	2 - High	L.A.PASDNP																														
A1466	Construction	10-Jun-15*	10-Jul-15	Construction	Mixed Use	22	3 - Normal	L.A.LBPDHQ																														
A1160	Construction	16-Jun-15*	17-Jul-15	Construction	Rural	23	2 - High	L.A.BMT																														
A1190	Construction	23-Jun-15*	20-Jul-15	Construction	Commercial	19	2 - High	L.A.BURPD01																														
A1505	Construction	24-Jun-15*	21-Jul-15	Construction	Rural	19	2 - High	L.A.VPC																														
A1487	Construction	09-Jul-15*	22-Jul-15	Construction	Rural	10	2 - High	L.A.PHN																														
A1220	Construction	26-Jun-15*	23-Jul-15	Construction	Commercial	19	2 - High	L.A.CCT																														
A1607	Construction	01-Jun-15*	24-Jul-15	Construction	Commercial	39	2 - High	L.A.FS5																														
A1421	Construction	22-Jun-15*	28-Jul-15	Construction	Commercial	26	2 - High	L.A.LAFD049																														
A1439	Construction	03-Jun-15*	28-Jul-15	Construction	Mixed Use	39	2 - High	L.A.LASDLKD																														
A1493	Construction	03-Jun-15*	28-Jul-15	Construction	Mixed Use	39	3 - Normal	L.A.RANCHO																														
A1454	Construction	02-Jul-15*	29-Jul-15	Construction	Mixed Use	19	2 - High	L.A.LASDSDM																														
A1310	Construction	06-Jul-15*	30-Jul-15	Construction	Commercial	19	2 - High	L.A.CPTFD04																														
A1481	Construction	12-Jun-15*	31-Jul-15	Construction	Mixed Use	35	3 - Normal	L.A.PASA001																														
A1280	Construction	11-Jun-15*	07-Aug-15	Construction	Commercial	41	2 - High	L.A.CLM																														
A1340	Construction	13-Jul-15*	07-Aug-15	Construction	Commercial	20	2 - High	L.A.ELMNTPD																														
A1433	Construction	29-Jan-15 A	10-Aug-15	Construction	Residential	5	4 - Low	L.A.LASDCVS																														
A1400	Construction	13-Jul-15*	11-Aug-15	Construction	Commercial	22	2 - High	L.A.GARD001																														
A1424	Construction	17-Jun-15*	11-Aug-15	Construction	Mixed Use	39	2 - High	L.A.LAN																														
A1469	Construction	15-Jul-15*	11-Aug-15	Construction	Rural	20	2 - High	L.A.LDWP243																														
A1496	Construction	17-Jun-15*	11-Aug-15	Construction	Mixed Use	39	1 - Top	L.A.SLA																														
A1370	Construction	17-Jul-15*	13-Aug-15	Construction	Commercial	20	2 - High	L.A.FCCF																														
A1604	Construction	21-Jul-15*	14-Aug-15	Construction		19	3 - Normal	L.A.SDW																														
A1436	Construction	05-Aug-15*	18-Aug-15	Construction	Commercial	10	1 - Top	L.A.LASDIDT																														
A1478	Construction	22-Jul-15*	18-Aug-15	Construction	Rural	20	2 - High	L.A.ONK																														
A1451	Construction	01-Apr-15 A	21-Aug-15	Construction	Mixed Use	20	1 - Top	L.A.LASDPRV																														
A1472	Construction	01-Jul-15*	25-Aug-15	Construction	Commercial	39	3 - Normal	L.A.LHS																														
A1490	Construction	01-Jul-15*	25-Aug-15	Construction	Mixed Use	39	2 - High	L.A.PLM																														
A1601	Construction	20-Jul-15*	11-Sep-15	Construction	Mixed Use	39	3 - Normal	L.A.BAH																														
A1130	Construction	23-Jul-15*	15-Sep-15	Construction	Mixed Use	38	4 - Low	L.A.BHR																														
A1508	Construction	22-Jul-15*	15-Sep-15	Construction	Commercial	39	2 - High	L.A.WAL																														
A1412	Construction	21-Aug-15*	17-Sep-15	Construction	Mixed Use	19	3 - Normal	L.A.LACHAR																														
A1415	Construction	21-Aug-15*	17-Sep-15	Construction	Commercial	19	2 - High	L.A.LACOLV																														
A1418	Construction	21-Aug-15*	17-Sep-15	Construction	Commercial	19	2 - High	L.A.LACUSC																														
A1070	Construction	23-Jul-15*	25-Sep-15	Construction	Mixed Use	46	4 - Low	L.A.BGPD001																														
A1463	Construction	23-Jul-15*	30-Sep-15	Construction	Residential	49	4 - Low	L.A.LBFD012N																														



## Exhibit C - Modified Project Budget

<b>BTOP</b>				
Motorola	Cost	Subtotals		Notes
Phase 1	\$ 14,877,794			Total cost for Phase 1, System Design of 232 sites
Phase 2	\$ 13,592,514			Construction of 46 sites, plus those completed/started to date
Phase 3	\$ 27,186,493			Total equipment ordered/NTPd to date for 150 sites
Phase 4	\$ 3,300,892			Implementation of 48 sites
Future NTPs/Claims	\$ 8,391,547	<b>\$ 67,349,240</b>		From Motorola, pending final negotiation
<b>Consultants</b>				
Jacobs	\$ 9,600,859			Max Contract Sum
Televate	\$ 6,027,000			Max Contract Sum
UltraSystems	\$ 4,046,890			Max Contract Sum
Other	\$ 30,405	<b>\$ 19,705,154</b>		Procurement Evaluator
COWS	\$ 3,000,000	<b>\$ 3,000,000</b>		15 COWS @ \$200,000 each
<b>BTOP, Total</b>		<b>\$ 90,054,394</b>		
<b>LA-RICS Match</b>				
Cash:	Cost	Subtotals	Match %	Notes
Cash-Admin and Legal	\$ 5,957,131			Modified Budget
Cash-A & E	\$ 805,994	<b>\$ 6,763,125</b>	6.19%	Modified Budget
<b>In Kind</b>				
In Kind-Admin and Legal	\$ 3,019,851			Modified Budget
In Kind Office Lease	\$ 74,453			Modified Budget
In Kind-A & E	\$ 600,000			Modified Budget
Land-48 Sites	\$ 2,196,502			46 base sites + 2 backhaul sites - Pending Updated Valuation
Land-COW Sites	\$ 184,705			Cow Site Valuation * 5 months (May - Sept)
Land-Data Center FCCF	\$ 1,653,030			Modified Budget
Land-Data Center FCCF Lease Cost	\$ 180,000			Modified Budget
Land-Data Center SCC	\$ 81,000			Modified Budget
In Kind-Equipment (RAN cost share)	\$ 1,257,008			28 County sites in Plan=12% of Modified Budget value (\$10,415,207)
In Kind-Equipment (MW backhaul)				Removed - 46 sites will not use existing County MW
In Kind-Equipment LA City fiber)				Removed - Pending status of LAPD sites and use of 2nd Core
In Kind-Miscellaneous (device provisioning)	\$ 3,225,000	\$ 12,471,549	11.41%	5,000 devices @ \$645 each
<b>LA-RICS Match, Total</b>		<b>\$ 19,234,674</b>	<b>17.60%</b>	
<b>BTOP+Total Match (Total Project Cost)</b>		<b>\$ 109,289,068</b>		
20% Match Requirement		\$ 21,857,814		
Variance		<b>\$ (2,623,140)</b>		

Los Angeles Regional Interoperable  
Communications System  
(LA-RICS)

Addendum #1

Corrective Action Plan Response

April 16, 2015

## Sustainability Plan

1.
  - A. The revised plan contains no information regarding the sustainability of the network. Does LA RICS have a sustainability plan to include with its revised plan? If not, when should it be expected? The plan should include a 3-year operating budget using 10/1/15 as the start date and include estimates on the minimum number of users paying fees to support the continuing operational costs.
  - B. How does LA RICS expect to address the members concerns regarding on-going operational costs given that several members have opted out of the LTE project?
    - Answer: The LA-RICS Joint Powers Authority Board adopted a funding plan on May 28, 2014 allocating costs for both the LMR and LTE system based on Members' proportional share of countywide population and geography. The adoption of the Funding Plan triggered a 180-day opt-out period for JPA Members that was scheduled to end on November 24, 2014. Unfortunately, the approved plan poses a dilemma for Members as their required level of contribution for system costs varies depending on the number of Members remaining in the Authority at the conclusion of the opt-out period. Subsequent to the Funding Plan adoption, the County of Los Angeles advanced sufficient funds to allow reconsideration of the overall timing for the opt-out period. The Board concluded that given more time to consider the cost implications and greater surety of the actual costs for the LTE system in particular, Members may elect to remain with the Authority and operate on its systems. The County commitment included:
      - Providing funds via advance for the LA-RICS Member Funded JPA Operations line item, delaying payment of operations costs for FY 2014/15 for all other JPA Members;
      - Setting aside funds for an advance of the LA-RICS administrative budget, to delay payment of LA-RICS Member funded JPA Operations line item costs for FY 2015/16 for all other JPA Members through the opt-out period.
      - Advancing sufficient funds to cover the LTE project hard match requirement, potentially eliminating the need for long-term financing of this cost.
      - The net effect of this action allowed the JPA Board of Directors to extend the opt-out period for JPA members until the LTE system is online and active. As a result, JPA members have until November 24, 2015 to officially opt out of the Authority. To date, fourteen member agencies have opted out of the Authority, with a 9.47% impact on the cost allocation to remaining members. The Funding Plan adopted on May 28, 2014 includes the following cost assumptions:



System	Cost Component	Annual Cost	Total
LMR	Operations	\$3,726,600	\$9,308,400
	System Refresh	\$4,806,800	
	Administrative (30%)	\$775,000	
LTE	Hard Match	\$1,875,000	\$9,123,900
	Operations	\$6,473,900	
	Administrative (30%)	\$775,000	
JPA Operations (40%)		\$1,033,000	\$1,033,000

- As a result of and to mitigate additional member opt outs, on March 5, 2015, the LA-RICS Board directed the Executive Director prepare an alternate subscription based draft funding plan for the operation and maintenance of the LTE and LMR Systems, to provide fixed and certain monthly subscription payments for each System, and for the same to be presented to the Ad-Hoc Subcommittee for review within 30 days. The draft Risk-Based Funding Plan was provided to the Ad-Hoc Committee on March 26, 2015 for their consideration and input.
- The proposed Risk-Based Funding Plan is based on the concept that the County and City of Los Angeles be willing to absorb the risk and volatility of providing necessary funds to support operations and maintenance of the LA-RICS LMR and LTE systems. All JPA Members and subscribers will operate on the LA-RICS LTE and/or LMR system on an Authority-established fee per piece of user equipment. Funds received from subscriber services for the LMR system will be dedicated first to establish a System Refresh Fund. Additionally, for the LTE system, fees received from subscriber services will be dedicated first to reimburse the County of Los Angeles for their advance of grant matching funds. Following the repayment of any advanced funds from the County, such funds will be dedicated to further system build-out. Any excessive revenue generated through subscription fees above the annual System Refresh Fund commitment for the LMR system and the Advanced Funds repayment/System Build-out Fund commitment for the LTE system will be returned to the County and City of Los Angeles based on their proportional share of contribution.
- In the draft Risk-Based Funding Plan, total project administrative costs would be split 50/50 between both the LMR and LTE systems, which would further reduce cost burdens to subscribers to the system. By doing so, all administrative costs would be covered by the City and County of Los Angeles based on their proportional cost share, but may be reduced by subscriber revenue in excess of the System Refresh Fund set aside. The table below identifies these proposed cost assumptions.

System	Cost Component	Annual Cost	Total
LMR	Operations	\$3,726,600	\$9,824,900
	System Refresh	\$3,000,000	
	Administrative	\$1,291,500	
LTE	Hard Match	\$793,590	\$6,123,467
	Operations*	\$4,038,377	
	Administrative	\$1,291,500	
*This figure contemplates base system + COW + Redundant EPC Maintenance costs.			

- LA-RICS Ad-Hoc Committee will consider the Risk-Based Funding Plan in May 2015 and, assuming this Corrective Action Plan is approved by your agency, it will submit the plan to the LA-RICS Board for consideration.
- The adopted funding plan provides for funding through year 2031-32. The County of Los Angeles earmarked advance provides for funding of projected JPA Member Operations costs as well as LTE Administration costs through FY 15-16.

C. Schedule

A. The Gantt chart is not reflective of LA RICS ask (48 core sites vs 48 core site + 15 COWs + 2 proprietary City sites).

- Answer: Please see Exhibits B and B.1 which are attached separately.

B. Does LA RICS have a comprehensive project plan/Gantt chart, reflective of the core plan plus the 2 augmentation scenarios, to include with its revised plan? If not, when should it be expected?

- Answer: Please see Exhibit B and B.1 which are attached separately.

C. Is the statement about including Saturdays in the deployment schedule correct (120 days w/o Sat. vs. 106 days w/ Sat.)?

- Answer: From 4/13-8/15 there are 105 workdays – working Saturdays (not working Sundays/holidays). From 4/20-8/15 there are 99 workdays-working Saturdays (not working Sundays/holidays).The attached schedule we are developing has us working only 5 days a week without weekends or holidays. The Authority determined that building the schedule in this manner will provide opportunities for compression if they become necessary.

D. Site construction

- Will there be ample construction crews available to meet the schedule of all 65 sites? Please provide specific details on the number of contractors/crews LA RICS used to develop the revised build schedule and highlight any notable risks with the availability of labor to meet the proposed schedule.

- Answer
- Construction Crews: Starting on May 7 there will be 16 crews available, ramping to 25 crews by May 21<sup>st</sup>.
- Power Crews: Starting 5/21: 15 crews available.
- Crews work only 5 days a week, no weekends or holidays.

Technical

- A. What are the backhaul options of the 65 sites and when will final backhaul solutions be determined for all proposed sites?
- 2.
- Answer: The following Baseline PSBN sites still possess the same backhaul solution from the original deployment

Site ID	Facility Name	Transport - Current Approved Backhaul
ARCPD01	Arcadia PD	AT&T Fiber (10Mb/s)- \$704/month
AZPD001	Azusa PD	PSBN Microwave via SDW
BGPD001	Bell Gardens PD	PSBN Microwave via PHN
BHR	Beverly Hills Rexford Drive	AT&T Fiber (10Mbps)- \$704 per month
BMT	Bald Mountain	PSBN Microwave via ONK
CLM	Claremont Microwave Tower	PSBN Microwave via SDW
CPTFD04	FS 4	AT&T Fiber (10Mbps)- \$704 per month
ELMNTPD	EI Monte PD	PSBN Microwave via PHN
FCCF	FCCF -HQ	eNodeB is direct connect to core
FS5	FS 5	TWC Fiber (50 Mb/s) @\$2145 per month - note 10Mb/s needed but not offered
GARD001	Gardena	TWC Fiber (10Mbps) @ \$748 per month
LAPP001	Wilmington	AT&T Fiber (10Mb/s)- \$704/month

LACHAR	LAC/Harbor+UCLA Medical Ctr	PSBN MW to LASDCSN
LAN	Lancaster	AT&T Fiber (10Mb/s)- \$704/month
LASDALD	Altadena	AT&T Fiber (20Mb/s) - \$877/month
LASDCSN	Carson	AT&T Fiber (20Mb/s) - \$877/month
LASDCVS	Crescenta Valley	AT&T Fiber (10Mbps)- \$704/month
LASDIDT	Industry	TWC HSD @\$550/month
LASDLKD	Lakewood	TWC HSD @\$550/month
LASDNCC	North County Correctional Facility	TWC Fiber - \$1287/month
LASDPRV	Pico Rivera	PSBN Microwave to FCCF MW aggregation point
LASDSDM	San Dimas	PSBN Microwave via SDW + VZ Fiber Aggregate Point (\$2145 per month)
LASDTEM	Temple	PSBN MW to LASDALD
LBECOC	Long Beach Emergency Comm & Op Center	PSBN Fiber (10Mbps) TWC @ \$2145 per month
Lbfd012(N)	FS 12(N)	PSBN Fiber (10Mbps) TWC @ \$2145 per month
LBPdHQ	HQ	PSBN Fiber (10Mbps) TWC @ \$2145 per month
LHS	Lost Hills/Malibu	PSBN Fiber (10Mbps) TWC @ \$748 per month
MLM	Mira Loma Detention Facility	PSBN Fiber (10Mbps) TWC @ \$748 per month
ONK	Oat Mountain Nike	PSBN Microwave to LASDNCC via ONK
PASA001	Goodrich	TWC Fiber (10Mbps) @ \$2145 per month
PASDNPd	Pasadena Police	AT&T Fiber (10Mbps)- \$704/month

## AGENDA ITEM I - ENCLOSURE 1

PHN	Puente Hills	PSBN Microwave Aggregation point to WAL
PLM	Palmdale	AT&T Fiber (20Mb/s) - \$1056/month
RANCHO	LAC/Rancho Los Amigos Natl. Rehab	TWC Fiber (10Mbps) @ \$748 per month
SDW	San Dimas	PSBN Microwave to LASDSDM
SLA	South L.A.	AT&T Fiber (10Mb/s)- \$704/month
VEFD001	FS 1	AT&T Fiber (10Mb/s)- \$704/month
WAL	Walnut/Diamond Bar	PSBN Microwave via PHN + Fiber Aggregation Fiber (AT&T)
WHD	West Hollywood	PSBN Fiber (10Mbps) TWC @ \$748 per month

- The following sites have transport alternatives identified that are available and will be implemented. Note: these alternatives were not the first choice under the original deployment plans.

Site ID	Facility Name	Transport - Alternative
BURPD01	Burbank PD	TWC and AT&T Fiber is available - TWC is \$2145/month and AT&T is \$704/month
CCT	Criminal Court Building	AT&T Fiber 100Mbps port/10Mbps CIR - 60 months - \$704
CEN	Century	AT&T Fiber 100Mbps port/10Mbps CIR - 60 months - \$704, TWC HSD @\$550
LACOLV	LAC/Oliveview+UCLA	TWC Fiber Leased Line @ \$748/month
LACUSC	LAC/USC Medical Ctr	AT&T Fiber 100Mbps port/10Mbps CIR - 60 months - \$704
LASDLNX	Lennox (Closed)	AT&T Fiber with 100/10Mbps @\$704. 2nd options TWC HSD over coax @\$540
LASDNWK	Norwalk	MSI exploring various options with VZ
LASDSKV	Santa Clarita Valley	AT&T 10Mbps @ \$704.
VEFD003	FS 3	AT&T Fiber - \$704/month

- The following sites are being investigated for transport due to the first choice under the original deployment plans not being available

Site ID	Facility Name	Transport - Alternative
LDWP243	Aqueduct Cascades	None identified at this time (possible MW link to ONK)
VPC	Verdugo Peak	None identified at this time (VPC can be used as MW backhaul link to BURPD01 and BURPD01 has ATT Fiber Available and can be used as Fiber Aggregation POP)

- The Authority is still attempting to identify any potential microwave connectivity that would exist at any of these sites that could replace the planned commercial circuit.
- Transport solutions for the COW locations are still under review.

Site access agreements (17 of 18 outstanding with independent cities)

3. A. What is LA RICS's forecast of when all the outstanding site access agreements with the independent cities will be fully executed?
  - (Clarification: There are 11 outstanding site access agreements with independent cities; 4 of which are the City of Long Beach Sites. Please see revised Exhibit A for breakdown of site access agreement status)
- B. How does this forecast impact the proposed build schedule (the project has been trying to secure these agreements for a long time)?
  - Answer: This forecast does not impact the proposed build schedule negatively, and allows from construction to be complete by September 2015 as indicated in the revised Exhibit A.
- C. What is the absolute latest date in which these agreements could be fully executed and the deployment schedule still be met?
  - Answer: The latest date in which these agreements could be fully executed is June 16, 2015 to allow for construction to be complete by the end of the contract award deadline.
- A. What's the level of opposition within these communities (i.e., agreements executed in time to meet the schedule)?
  - Answer: LA-RICS preliminary assessment of opposition within these communities appear to be minimal, with the exception of those six sites identified by the Los Angeles Board of Supervisors where construction cannot begin until public outreach has been complete and consultation with the respective Supervisorial Districts have been approved.
- B. What is the forecast for having the site access agreements fully executed for augmentation #1 and augmentation #2?
  - How does this forecast impact the proposed build schedule?

- Answer: The forecast of fully executed site access agreements for Augmentation #1 is that a Memorandum of Understanding (MOU) is the most expeditious agreement process and could be completed by 5/30/2015 and for Augmentation #2 the expected date is 5/30/15.
- What is the absolute latest date in which these agreements could be fully executed and the deployment schedule still be met?
  - Answer: The absolute latest date in which these agreements could be fully executed and the deployment schedule still be met will be June 16, 2015

## COWS

4.

### A. What's the plan to ensure that the portables are safe/secure?

- Answer: There are varying degrees of facilities associated with each of the selected COW locations. The following is a breakdown of the types of sites involved:
- California Highway Patrol (2) Sites – secured public safety installation.
- California Department of Transportation (2) – maintenance station. Gate enclosed and secured facility.
- California Department of Transportation (5) – right of way freeway/highway interchanges. These locations are secured with a perimeter fence to avoid public access.
- California Department of Parks and Recreation (1) – secured State of California existing communication site.
- California Department of Water Resources (1) – secured State of California existing communications site.
- Los Angeles County Department of Public Works (2) – County-owned sites secured with perimeter fencing.
- Los Angeles County Sheriff's Department (1) – Secured Sheriff station.
- United States Government (Naval Weapons Station Seal Beach)

### B. What's the plan for backhaul of the COWS (likely microwave)?

- Answer: This is still under review but our focus is will be on microwave connectivity first and then commercial fiber.

### C. What's the effort level of to bring permanent, commercial power to the COWs (i.e., how does it affect the plan)?

- Answer: The Authority will be conducting site visits to each of the COW locations to determine commercial power availability. It is our intent to analyze what is available for the installation without requiring any environmental impacts such as trenching. We have confirmation that the

locations other than at the Right of Way locations that commercial power is available. The site visits are intended to verify commercial utility availability.

#### CAIs/potential users

- A. Given the planned coverage and capacity of the revised plan, does LA RICS have concerns regarding the end-user experiences? If so, what are they? If not, why not?
- 5.
- Answer: Yes, we do have some concerns with regards to the final coverage and capacity of the revised plans. However, they are largely mitigated by two other factors: that we expect to predominately have mobile users (not portable) and that a substantial portion of the lost coverage occurs in areas where the user base is expected to opt out. The remaining end-user agencies are expected to have coverage over the vast majority of their service areas.
  - During our planning phases we recognized with our end users that mobile coverage is the most likely usage scenario. This is largely a function of the available device base in Band 14. Several large agencies use rugged computers with embedded modems as their preferred device form factor. Unfortunately, the market does not appear to have developed for these devices. In addition, because we do not intend to establish roaming agreements with commercial carriers, and each agency's needs do extend beyond LA County, we need a solution that supports multiple modems with multiple subscriptions (including one to a commercial operator and one to the PSBN). The form factor that most elegantly supports this scenario is an In-Vehicle Router. Therefore, our intermediate term plans are focused on mobile users and mobile coverage. The mobile coverage maps, while depicting some degradation, serve the vast majority of the populated areas of the County. And, of those areas now not served with mobile coverage, most of those areas fall outside of the primary service areas of LA County Fire and LA County Sheriff.
  - Our greatest remaining concern is whether or not the system will have adequate capacity for the end users. With fewer sites, there is more likelihood that signal levels will be lower on average, and indicating that there is less available throughput at each location. Furthermore, the users are sharing the capacity of fewer sites. At present, we think that this will have a long-term impact on incident capacity, and not constrain day-to-day capacity. And ultimately, we would be most concerned with the amount of planned video use, especially around a major incident. We intend to deploy our mobile COWs for such scenarios to mitigate the coverage and capacity needs for these major events. But for today, given the usage by County Sheriff and the data rates available on the existing County fire network, the two largest remaining user bases, we are confident that this initial system can accommodate the existing demand levels. In the case of County Sheriff, we have study the usage of their connectivity with AT&T (used for their cruisers) and determined that their



currently usage levels can be accommodated by the PSBN. With regards to County Fire, they currently use narrowband networks for text based CAD messaging – an application and use that is not expected to heavily load the network nor be challenging from a coverage perspective.

- Because of the wealth of information available from an LTE network, in the event that capacity issues do present themselves perhaps a year or two into network operations, we will have a very good understanding of where coverage and capacity augmentation is necessary. Given that we have issued NTPs for more sites than are included in the CAP, we would suspect that we could leverage these sites, which have already been purchased, to lessen the financial impact of these growth sites. In addition, we could leverage our mobile COWs to address capacity and coverage shortfalls identified after we launch the system. And we would have more time to identify friendly sites with limited operational and capital cost impacts for those areas.

B. What is LA RICS's plan to perform additional outreach to the pool of potential users (i.e., create and management expectation)?

- Answer: Separate and distinct from the public and public safety outreach program regarding the construction of PSBN sites, LA-RICS had a program underway to perform outreach to the end-user agencies prior to the suspension. That program was well underway for the City of Los Angeles and County of Los Angeles agencies, and had just begun for independent cities. The plan regarding outreach to these agencies is to communicate the benefits of the system and begin the planning process for integrating and transitioning to the PSBN. Initial meetings are intended to secure buy-in from these agencies and answer questions they may have regarding the service (coverage, capacity, reliability, devices, etc.). In parallel with the determination of financial impacts (during the opt-in/opt-out period), the team intends to work with the end-user agencies to identify specific device needs and leverage the planned device procurement, identify a plan to connect to the network (leveraging existing or PSBN connectivity wherever possible), identify administrative and business points of contacts, as well as other activities.

C. There is a notable difference in coverage/capacity of vehicular routers vs. hand-held devices.

- Answer: Yes, that was expected. Hand held devices have the disadvantage of incurring body loss and poor antenna gain. Those elements are factored in to the portable maps and result in substantial service area loss.

D. What is the size of the potential user pool and what are LA RICS's expectations for the number of actual users (i.e., establishing value of the network)?

- The decision of the City of Los Angeles on whether to participate substantially impacts the potential user pool. If the City chooses to include LAPD sites in the PSBN then it is likely both LAFD and LAPD will be participants. These

agencies are similar in size as their County counterparts. However, because that decision has not been made to date, we included County agencies and Independent City agencies below:

- LA Sheriff: 3,200 vehicle routers
- LA County Fire: 1200 vehicle routers
- Other city-users: 600 vehicle routers
- Total: 5,000 vehicle routers

E. What is the estimated number of users of the network at 12/31/15, 12/31/16 and 12/31/17?

- Answer: This response assumes a user is a firefighter, deputy, or police officer using the vehicular routers (i.e., those users who have access to the data capabilities provided in public safety vehicles via the routers).

Date	User Quantity
12/31/2015	10,500
12/31/2016	12,000
12/31/2017	13,000

F. What is the estimated number of devices accessing the network at 12/31/15, 12/31/16 and 12/31/17?

Date	Device Quantity
12/31/2015	4,400
12/31/2016	5,000
12/31/2017	5,500

6.

Administrative matters

A. LA RICS should not expect to be removed from agency-review during the award period...cash advances may be an option, though.

- Answer: The Authority believes that allowing for cash-advance draw-downs is sufficient.

B. The revised plan is current short of its 20% required match...when does LA RICS expect to have the revaluation of the land and other asset complete?

- Answer: The Authority is expecting the delivery of this assessment on May 5<sup>th</sup>.
- C. When Motorola provides information on equipment that can be returned/orders cancelled, what is the expected impact on match percentage (i.e., since all equipment is Federally funded, theoretically, it should increase)?
- Answer: The Authority's match percentage currently stands at 15.76%.
  - Phase 2 construction went up from our original estimate. The Authority factored in potential costs to our original budget but the inclusion of all sites where construction started (60 sites) increased our total number. The Authority is also counting 100% of all construction costs for the sites in this CAP response (46). The inclusion of LAPD sites will also impact this construction cost but is mitigated due to the current construction progress of 75% of these sites.
  - There is also an increase in Phase 3 costs because the original number did not contemplate all of the equipment ordered by Motorola deemed un-returnable. This number reflects equipment that can be returned, pending final confirmation from Motorola and its suppliers.
  - The backhaul section above lists monthly costs that the Authority aggregated to reflect a capitalized cost to be paid during the performance period.
  - The estimated price for COWs increased from \$200,000 to \$300,000. This price is still under consideration and has not been negotiated. The Authority will use the existing costs of COWs that is present in our contract for our negotiations.
- D. What exactly are the activities associated with "future NTPs/claims" from the revised budget (integration/testing/optimization)?
- Answer: The modified project budget also includes a line item of \$8.4 million for future notices to proceed and claims, a figure provided by Motorola, currently being assessed, evaluated and negotiated by the Authority. The items making up the \$8.4 million total can be found in Exhibit C.1. The project budget will be further updated to reflect equipment credits, as well as negotiated claims for work not yet identified, which is not included in the Base PSBN plan.
- 7.

#### Outreach

- A. Does LA RICS have a detailed outreach plan to include with its revised plan?
- If not, when should it be expected?
  - NTIA is particularly interested in learning more about the different approaches and strategies to secure the necessary endorsements and/or support from the affected stakeholders, including members of the local communities. If the approach/strategy will be customized for each of the planned sites, NTIA would be interested in receiving this information as well.

- LA-RICS has a detailed outreach plan for each PSBN site. Selective components of this plan were used in supplying outreach information in the CAP response. As with the Regional Stakeholder Outreach Strategy and Action Plan for the Los Angeles Regional Interoperable Communications System (LA-RICS), the Community Relations and Action Outreach Plan for PSBN Construction is a working document that will be periodically updated and fine-tuned. The updates will allow for adjustments reflecting input received during community interaction, as well as new developments in the LA-RICS program. These updates to the plan are designed to ensure that the lines of communications between LA-RICS and the member agencies and local community are effective.
- The Community Relations Strategy and Action Outreach Plan for LTE Construction contains different approaches for sites located in close proximity to multiple types of environments, including commercial districts, industrial areas, residential neighborhoods, and natural open spaces. Therefore, the types of stakeholders having an interest in construction activities at each site will vary accordingly. All sites will require some level of community outreach, and others will require a higher level of effort for sites based on outreach efforts.
- LA-RICS has categorized sites as being located in one of four neighborhood types; residential, commercial, mixed, and rural. Outreach will be customized for each site based on neighborhood type. Sites in residential and mixed neighborhoods will receive Type 1 outreach whereas sites in commercial and rural neighborhoods will receive Type 2 outreach. Allowances are provided for altering outreach type based on input received from local and county officials.
- LA-RICS is prepared to provide NTIA with a copy of the Community Relations Strategy and Action Outreach Plan for LTE Construction as well as a copy of the customized outreach plan for sites based on neighborhood locations.

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# Los Angeles Regional Interoperable Communications System (LA-RICS)

## Addendum #2

### Inclusion of Augmentation Strategy #3 – Los Angeles Police Department PSBN Sites to Response to Corrective Action Plan

April 20, 2015

## Summary

The Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority) submitted a response to the Corrective Action Plan on April 13, 2015 that contemplated several opportunities to augment the coverage and capacity provided by the Baseline PSBN. The Authority identified two specific Augmentation Strategies and identified one potential Additional Opportunity. The following serves as a summary list of the two Augmentation Strategies and the Additional Opportunity:

1. Augmentation Strategy #1 - fifteen (15) Cell on Wheels (COWs) strategically placed throughout the service area;
2. Augmentation Strategy #2 – 2 City of Los Angeles Proprietary sites (LAPP001 and LDWP243);
3. Augmentation Strategy #3 – Additional Opportunities: Los Angeles Police Department (LAPD) PSBN sites (19) LAPD sites that were originally planned as part of the PSBN.

In the Authority’s original CAP response, it was unknown whether the LAPD sites would be available for deployment on the PSBN. On April 17, the Los Angeles City Council approved a motion to allow for the inclusion of these sites back into the PSBN design. This Addendum #2 is intended to describe the process for completing these sites. The LAPD PSBN sites will now be known as Augmentation Strategy #3 and will be integrated into the Baseline PSBN Site List pending approval by NTIA. The Authority’s Public Safety Broadband Network (PSBN) deployment will constitute all three Augmentation strategies which will total sixty seven (67) public safety grade locations and two (2) microwave-only installations. These sixty nine (69) sites will form the Baseline PSBN and the additional fifteen COW locations will provide a total of eighty four (84) sites for the initial LA-RICS deployment.

## Section 1 - Updated Implementation Schedule

### **Construction Schedule**

The Authority is focused on providing a PSBN that meets the needs of the region's first responders and is completed by the grant performance period. The updated PSBN Schedule represents the means by which the Authority, Jacobs, and Motorola will complete the build out of the sites described in this plan. The Authority will resume construction activities and complete the Baseline PSBN sites and all three Augmentation Strategies by the end of the performance period.

The updated schedule is based on the submission in in the original CAP response and Addendum #1, with the only change being the inclusion of the LAPD sites. Exhibits A and B are updated to reflect the inclusion of LAPD sites.

The following is a review of the current progress on LAPD sites under consideration:

#### A. Zoning/Permitting

1. 100% of sites have Site Access Agreements (19/19)
2. 100% of sites have completed 50% drawings (19/19)
3. 84% of sites have completed 90% drawings (16/19)
4. 74% of sites have Building Permits (16/19)
5. 100% of sites have completed, or do not require Geotech (19/19)

#### B. Material/Equipment

1. 47% of sites are using existing towers (9/19)
2. 11% of sites are roof mounts (2/19)
3. 15 COW's can be delivered in approx. 4 weeks

#### C. Site Construction/Modifications

1. 79% have site construction started (15/19)
2. 16% have site construction completed (3/19)
3. 4 sites are 75% complete (inclusive of infrastructure, concrete pads, and towers erected where applicable)
4. 11 sites are approximately 50% infrastructure complete
5. 4 sites where construction has not yet started

#### D. Backhaul Connectivity Status

1. 96% have approved backhaul design consistent with the Baseline PSBN (66/69)
2. 3% have a backhaul solution that may require additional sites outside of the Baseline PSBN (2/69)

3. 1% possess only a single backhaul solution that could be impacted with the reduction of sites (1/69).

Additionally, the revised Baseline PSBN project will take advantage of a mobilized General Contractor workforce that is already in the field ready to work and procurement completed of many key components.

Lessons learned and applied to improve schedule performance include:

- Complete knowledge of existing gates that need to be closed prior to construction
- Expediting remaining environmental approvals
- Expediting remaining building permit approvals
- Coordination of project office and work in the field with work crews

To complete the remaining work for the revised Baseline PSBN site schedule there are 120 calendar days remaining to project completion of August 15, 2015. Each work day is eight (8) hours per day, five days a week. If Saturdays are allowed by the agency, there are 106 work days left.

**Table 1 - LA-RICS Construction Status**

Site Breakdown				
	LAPD	County	Independent Cities	Total Sites
Number of Sites	19	30	18	67
Infrastructure Completed	4	1	-	5
Construction Started	13	11	2	26
Building Permits	14	15	2	31
90% Drawings	16	20	11	47
50% Drawings	19	22	14	55



## Section 2 - Updated Implementation Plan

### Updated Baseline PSBN Plan

The decision by the LA County Board of Supervisors and the LA City Council to move forward with the PSBN presents the opportunity to recast the PSBN Implementation Plan and ensure that we meet the needs of our stakeholders. The Authority believes that the inclusion of LAPD sites will bolster the Authority’s objectives and substantially augment the PSBN and allow an improved user experience. The Authority will complete all PSBN sites prior to the end of the grant performance period.

The strategy for construction has not varied from our original Implementation Schedule. It is based on completing each site as it becomes available for construction, with many of the sites in the updated Exhibit A (PSBN Site List) already in some phase of design, permitting, or construction. Please see Table 4 above for construction progress on each site and Exhibit B (Implementation Schedule) for a more detailed view by sites.

Below is an updated list of the backhaul solution attributed to each site. These solutions underwent a significant change when LAPD sites and the City of Los Angeles microwave and fiber networks returned to the design. The percentages associated with each site can be found in Section 1 (D) above.

**Table 2 - Backhaul Solution is Unchanged**

Site ID	Facility Name	Transport - Current Approved Backhaul
ARCPD01	Arcadia PD	AT&T Fiber (10Mb/s)- \$704/month
AZPD001	Azusa PD	PSBN Microwave via SDW
BGPD001	Bell Gardens PD	PSBN Microwave via PHN
BHR	Beverly Hills Rexford Drive	AT&T Fiber (10Mbps)- \$704 per month
BMT	Bald Mountain	PSBN Microwave via ONK
BURPD01	Burbank PD	PSBN Microwave via VPC to Aviat network Aviat Network for VPC interconnects to City Fiber Ring at Foothill Fiber Node
CCT	Criminal Court Building	PSBN Microwave to Hollenbeck (LAPDHLB) aggregation point; interconnects to City Fiber Ring at Hollenbeck Fiber Node
CEN	Century	PSBN Microwave via CCB MW aggregation point to SEP; SEP connects to South East Fiber Node
CLM	Claremont Microwave Tower	PSBN Microwave via SDW
CPTFD04	FS 4	AT&T Fiber (10Mbps)- \$704 per month
ELMNTPD	El Monte PD	PSBN Microwave via PHN
FCCF	FCCF –HQ	eNodeB is direct connect to core
FS5	FS 5	TWC Fiber (50 Mb/s) @\$2145 per month - note 10Mb/s needed but not offered

GARD001	Gardena	TWC Fiber (10Mbps) @ \$748 per month
LAPP001	Wilmington	AT&T Fiber (10Mb/s)- \$704/month
LACHAR	LAC/Harbor+UCLA Medical Ctr	PSBN MW to LASDCSN
LACOLV	LAC/Oliveview+UCLA	PSBN Microwave to Foothills City Fiber Node
LACUSC	LAC/USC Medical Ctr	PSBN Microwave via HLB aggregation point that connects to Hollenbeck Fiber Node
LAN	Lancaster	AT&T Fiber (10Mb/s)- \$704/month
LASDALD	Altadena	AT&T Fiber (20Mb/s) - \$877/month
LASDCSN	Carson	AT&T Fiber (20Mb/s) - \$877/month
LASDCVS	Crescenta Valley	AT&T Fiber (10Mbps)- \$704/month
LASDIDT	Industry	TWC HSD @\$550/month
LASDLKD	Lakewood	TWC HSD @\$550/month
LASDLNX	Lennox (Closed)	PSBN Microwave to Baldwin Hills (BAH) MW aggregation point; PSBN MW at BAH site connects to Wilshire City Fiber Ring Node
LASDNCC	North County Correctional Facility	TWC Fiber - \$1287/month
LASDPRV	Pico Rivera	PSBN Microwave to FCCF MW aggregation point
LASDSDM	San Dimas	PSBN Microwave via SDW + VZ Fiber Aggregate Point (\$2145 per month)
LASDTEM	Temple	PSBN MW to LASDALD
LBECOC	Long Beach Emergency Comm & Op Center	PSBN Fiber (10Mbps) TWC @ \$2145 per month
LBFD012(N)	FS 12(N)	PSBN Fiber (10Mbps) TWC @ \$2145 per month
LBPDHQ	HQ	PSBN Fiber (10Mbps) TWC @ \$2145 per month
LHS	Lost Hills/Malibu	PSBN Fiber (10Mbps) TWC @ \$748 per month
LAPD077	77th Street	LA City Fiber - South Ring
LAPDCEN	Central	LA City Fiber - South Ring
LAPDDVN	Devonshire	LA City Fiber - North Ring
LAPDFTH	Foothills	LA City Fiber - North Ring
LAPDHLB	Hollenbeck	LA City Fiber - South Ring
LAPDHW	Hollywood	LA City Fiber - North Ring
LAPDMIS	Mission	LA City Fiber - North Ring
LAPDNED	North East	LA City Fiber - North Ring

LAPDNHD	North Hollywood	LA City Fiber - North Ring
LAPDNWT	Newton	LA City Fiber - South Ring
LAPDOLY	Olympic	LA City Fiber - North Ring
LAPDPAC	Pacific	LA City Fiber - North Ring
LAPDRAM	Rampart	LA City Fiber - North Ring
LAPDTOP	Topanga	LA City Fiber - North Ring
LAPDVDC	Valley Dispatch Center	LA City Fiber - North Ring
LAPDVNS	Van Nuys	LA City Fiber - North Ring
LAPDWIL	Wilshire	LA City Fiber - North Ring
LAPDWLA	West LA	LA City Fiber - North Ring
LAPDWVD	West Valley	LA City Fiber - North Ring
MLM	Mira Loma Detention Facility	PSBN Fiber (10Mbps) TWC @ \$748 per month
ONK	Oat Mountain Nike	PSBN Microwave to LASDNCC via ONK
PASA001	Goodrich	TWC Fiber (10Mbps) @ \$2145 per month
PASDNPD	Pasadena Police	AT&T Fiber (10Mbps)- \$704/month
PHN	Puente Hills	PSBN Microwave Aggregation point to WAL
PLM	Palmdale	AT&T Fiber (20Mb/s) - \$1056/month
RANCHO	LAC/Rancho Los Amigos Natl. Rehab	TWC Fiber (10Mbps) @ \$748 per month
SDW	San Dimas	PSBN Microwave to LASDSDM
SLA	South L.A.	AT&T Fiber (10Mb/s)- \$704/month
VEFD001	FS 1	AT&T Fiber (10Mb/s)- \$704/month
VEFD003	FS 3	VEFD003 connects to Northeast Fiber Node (LAPDNED) via MTW PSBN MW
VPC	Verdugo Peak	LA City MW Aviat Aggregation PoP; VPC connects to Foothills Fiber Node via Aviat
WAL	Walnut/Diamond Bar	PSBN Microwave via PHN + Fiber Aggregation Fiber (AT&T)
WHD	West Hollywood	PSBN Fiber (10Mbps) TWC @ \$748 per month

**Table 3 - New Solution Identified**

Site ID	Facility Name	Transport - Alternative
LASDNWK	Norwalk	MSI exploring various options with VZ

LASDSCV	Santa Clarita Valley	AT&T 10Mbps @ \$704.
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**Table 4 - Site Connectivity Still Under Investigation**

Site ID	Facility Name	Transport - Alternative
LDWP243	Aqueduct Cascades	None identified at this time (possible MW link to ONK)

The Authority is still attempting to identify any potential microwave connectivity that would exist at this site. Transport solutions for the COW locations are still under review.

The inclusion of LAPD sites, in conjunction with the other Augmentation strategies planned by the Authority, will likely allow for the addition of both LAPD and the City of Los Angeles Fire Department (LAFD) as users of the PSBN. The participation of these agencies is contingent up PSBN performance and the sustainability of the network. These two agencies potentially provide the following additional users and devices to the PSBN:

**Table 5 - Expected PSBN User Statistics**

Date	Addendum #1 User Quantity	New User Quantity
12/31/2015	10,500	13,500
12/31/2016	12,000	17,700
12/31/2017	13,000	18,000

**Table 6 - Expected PSBN Device Statistics**

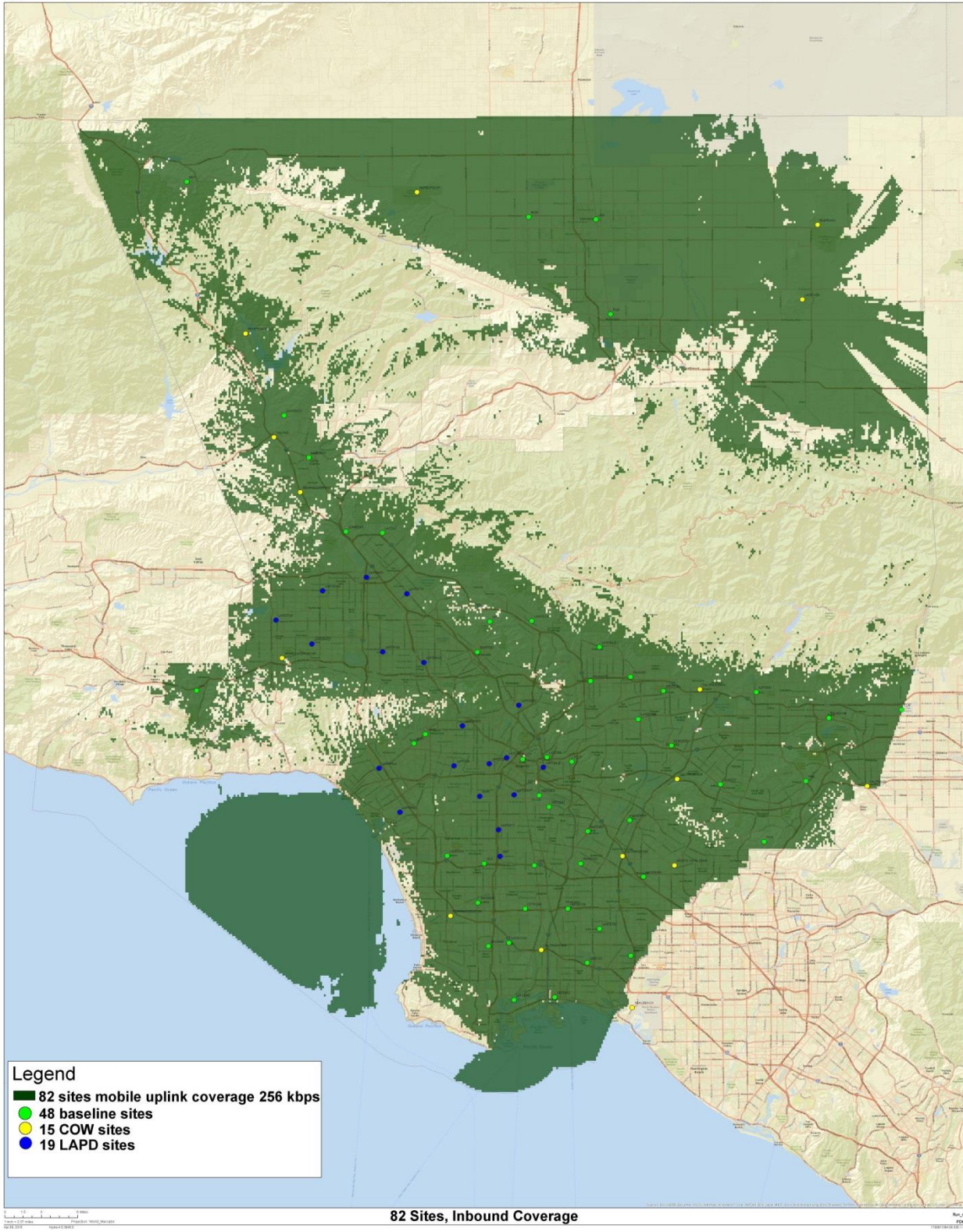
Date	Addendum #1 Device Quantity	New Device Quantity
12/31/2015	4,400	5,400
12/31/2016	5,000	6,500
12/31/2017	5,500	7,000

The coverage maps provided in Figures 1 and 2 below represent the coverage depicted by all contemplated PSBN sites (Baseline, 2 proprietary, COWs, and LAPD) for a total of 84 sites. These maps are unchanged from the original CAP response.

Figure 1 - LA-RICS PSBN Mobile Coverage with LAPD Sites (Augmentation Strategies 1-3)

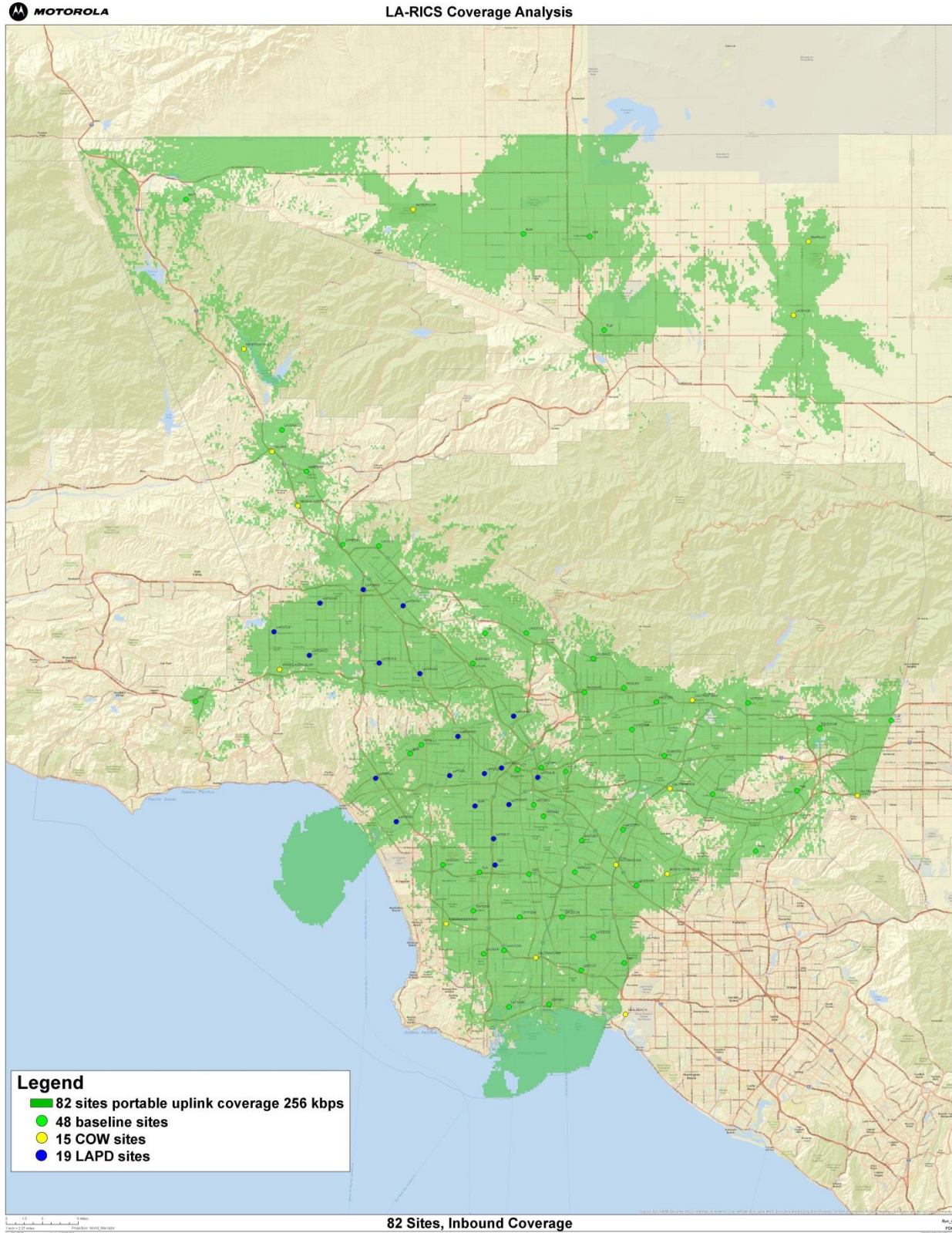


LA-RICS Coverage Analysis



A view of coverage from a portable (e.g., phone or tablet) device is depicted in Figure 9 below:

Figure 2 - LA-RICS PSBN Portable Coverage with LAPD Sites (Augmentation Strategies 1-3)



## Outreach

The Authority will continue the Outreach Plan described in the original CAP response and refined in Addendum #1 for all sites that have not started construction. For the sites where construction has begun, specifically for the LAPD sites, the Authority will work with the City of Los Angeles, LAPD, and representative from the City of Los Angeles on the LA-RICS Board to determine the appropriate amount of outreach on a site by site basis.

Section 3 - Financial

**Sustainability**

The LA-RICS Joint Powers Authority Board adopted a funding plan on May 28, 2014 allocating costs for both the LMR and LTE system based on Members' proportional share of countywide population and geography. The adoption of the Funding Plan triggered a 180-day opt-out period for JPA Members that was scheduled to end on November 24, 2014. Unfortunately, the approved plan poses a dilemma for Members as their required level of contribution for system costs varies depending on the number of Members remaining in the Authority at the conclusion of the opt-out period. Subsequent to the Funding Plan adoption, the County of Los Angeles advanced sufficient funds to allow reconsideration of the overall timing for the opt-out period. The Board concluded that given more time to consider the cost implications and greater surety of the actual costs for the LTE system in particular, Members may elect to remain with the Authority and operate on its systems. The County commitment included:

- Providing funds via advance for the LA-RICS Member Funded JPA Operations line item, delaying payment of operations costs for FY 2014/15 for all other JPA Members;
- Setting aside funds for an advance of the LA-RICS administrative budget, to delay payment of LA-RICS Member funded JPA Operations line item costs for FY 2015/16 for all other JPA Members through the opt-out period.
- Advancing sufficient funds to cover the LTE project hard match requirement, potentially eliminating the need for long-term financing of this cost.

The net effect of this action allowed the JPA Board of Directors to extend the opt-out period for JPA members until the LTE system is online and active. As a result, JPA members have until November 24, 2015 to officially opt out of the Authority. To date, fourteen member agencies have opted out of the Authority, with a 9.47% impact on the cost allocation to remaining members. The Funding Plan adopted on May 28, 2014 includes the following cost assumptions:

**Table 7 - LA-RISC Match Requirements**

System	Cost Component	Annual Cost	Total
LMR	Operations	\$3,726,600	\$9,308,400
	System Refresh	\$4,806,800	
	Administrative (30%)	\$775,000	
LTE	Hard Match	\$1,875,000	\$9,123,900
	Operations	\$6,473,900	
	Administrative (30%)	\$775,000	
JPA Operations (40%)		\$1,033,000	\$1,033,000

As a result of and to mitigate additional member opt outs, on March 5, 2015, the LA-RICS Board directed the Executive Director prepare an alternate subscription based draft funding plan for the operation and maintenance of the LTE and LMR Systems, to provide fixed and certain monthly subscription payments for each System, and for the same to be presented to the Ad-



Hoc Subcommittee for review within 30 days. The draft Risk-Based Funding Plan was provided to the Ad-Hoc Committee on March 26, 2015 for their consideration and input.

The proposed Risk-Based Funding Plan is based on the concept that the County and City of Los Angeles be willing to absorb the risk and volatility of providing necessary funds to support operations and maintenance of the LA-RICS LMR and LTE systems. All JPA Members and subscribers will operate on the LA-RICS LTE and/or LMR system on an Authority-established fee per piece of user equipment. Funds received from subscriber services for the LMR system will be dedicated first to establish a System Refresh Fund. Additionally, for the LTE system, fees received from subscriber services will be dedicated first to reimburse the County of Los Angeles for their advance of grant matching funds. Following the repayment of any advanced funds from the County, such funds will be dedicated to further system build-out. Any excessive revenue generated through subscription fees above the annual System Refresh Fund commitment for the LMR system and the Advanced Funds repayment/System Build-out Fund commitment for the LTE system will be returned to the County and City of Los Angeles based on their proportional share of contribution.

In the draft Risk-Based Funding Plan, total project administrative costs would be split 50/50 between both the LMR and LTE systems, which would further reduce cost burdens to subscribers to the system. By doing so, all administrative costs would be covered by the City and County of Los Angeles based on their proportional cost share, but may be reduced by subscriber revenue in excess of the System Refresh Fund set aside. The table below identifies these proposed cost assumptions.

LA City Council action taken April 17, 2015 solidifies the City's commitment to the development of the System, strengthening the potential for the Risk-Based Funding Plan's success. Inclusion of LAPD sites and its impact on user base is addressed in Tables 5 and 6 above.

**Table 8 - LA-RICS Maintenance Costs**

System	Cost Component	Annual Cost	Total
LMR	Operations	\$3,726,600	\$9,824,900
	System Refresh	\$3,000,000	
	Administrative	\$1,291,500	
LTE	Hard Match	\$751,522	\$6,308,284
	Operations*	\$4,265,262	
	Administrative	\$1,291,500	
*This figure contemplates maintenance of base 65 sites + COWs + Redundant EPC.			
Core 1 Maintenance: \$862,027 annually			
Core 2 Maintenance: \$703,094 annually			

LA-RICS Ad-Hoc Committee will continue to review the Risk-Based Funding Plan in May 2015 and, assuming this Corrective Action Plan is approved by your agency, it will submit the plan to the LA-RICS Board for consideration. The Risk-Based Funding Plan contemplates funding the system through 2032.

The adopted funding plan provides for funding through year 2031-32. The County of Los

Angeles earmarked advance provides for funding of projected JPA Member Operations costs as well as LTE Administration costs through FY 15-16.

### **Expenditures to date**

Exhibit C – Modified Project Budget reflects expenditures incurred to date, including those invoiced and claimed, work authorized via Notices to Proceed, pending invoices, and claim submissions by consultants, as well as work that has not yet been authorized via amendment or change order, but estimated as potential claim. The Authority is currently evaluating, assessing, and negotiating the value of potential claims as well as partially completed work. In addition, a letter was sent to Jacobs Project Management, Televate, and Motorola Solutions on Thursday April 16<sup>th</sup> requesting estimation of reduction in scope of work and corresponding reduction in maximum contract sum. Responses are due Wednesday April 22, 2015. The reduction in scope and corresponding reduction in contract costs will impact the grant expenditures, and required match.

The Authority is aggressively pursuing credits for equipment that can be repurposed, returned or cancelled (for equipment not yet manufactured), and required Motorola provide the Authority with the confirmation of equipment and credit value by no later than Wednesday April 15, 2015. The information provided by Motorola in connection with equipment credits on April 15<sup>th</sup> was incomplete and pending information from suppliers. Estimated credits are factored into the Modified Project Budget, Phase 3 costs.

### **Modified Project Budget**

Exhibit C provides projected expenditures for completion of the plan, including design, construction, supplying PSBN components and system implementation on 67 Baseline sites and two (2) backhaul sites, as well as purchase and deployment of 15 COWs. The modified project budget also includes a line item of \$8.4 million for future notices to proceed and claims, a figure provided by Motorola, currently being assessed, evaluated and negotiated by the Authority. The items making up the \$8.4 million total can be found in Exhibit C.1. The project budget will be further updated once equipment credits are finalized, as well as negotiated claims for remediation work not yet finalized, with an estimate included in the Modified Project Budget (Remediation Work for Sites Halted - \$5M). In addition, the updated assessment of land valuation for the 65 Baseline and 2 backhaul sites will also be incorporated once completed. Site valuation of the 65 base sites is in progress and projected for completion by May 5, 2015.

Removal of Los Angeles City Fire and Los Angeles County Fire sites significantly impacted the in-kind match total, formerly \$8.1 million reduced to \$3.1 million, resulting in a 16.45% match.

Due to the smaller number of sites in the LA-RICS PSBN system, the Authority is seeking direction from NTIA relative to the disposition of the Redundant Evolved Packet Core (EPC), designed for location at Los Angeles Police Department's Valley Dispatch Center. Maintenance of the Redundant Evolved Packet Core is estimated at \$703,094 yearly, significantly impacting the sustainability of the System.

Exhibit D reflects removal of all City of Los Angeles Fire sites, as well as reduced amount of City of Los Angeles Fiber as in-kind match (formerly \$3,431,700, now \$826,200), due to reduced number of sites in the System/reduced use of existing City fiber.

Finally, in order to implement the Base PSBN Plan, the Authority would require removal from Agency Review, or allowing for cash-advance draw-downs to pay invoices that will be substantial due to the further condensed construction period, because the Authority does not have enough cash-flow to fund.

**Notice to Proceed(s)**

Motorola was issued a Notice to Proceed (NTP) on March 10, 2014, by the Authority to commence with Phase 1 (System Design) Work for the 231 PSBN sites. That work and contract value is fully accounted for in Exhibit C, for a total Phase 1 value of \$14,877,794. In addition, the Authority issued an NTP to allow Motorola to perform Phase 1 Work on two (2) Additive Alternates to the contract, a Home Subscriber Server (HSS) and the Redundant Evolved Packet Core (EPC), contemplated in Phase 1 value of Exhibit C.

The Authority issued subsequent NTP's pursuant to Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) which authorized Motorola to move forward with certain tasks including, but not limited to, ordering standard equipment for 150 PSBN sites, authorizing Motorola to begin construction on 131 PSBN sites (91 for County of Los Angeles, 31 City of Los Angeles, and 9 independent cities), and permitting Motorola to commence with Phase 4 Work for 75 PSBN sites which previously received authorization for Phase 2 and Phase 3 Work. Construction costs for sites with commenced and / or completed infrastructure are also contemplated in Exhibit C.

In addition to ordering standard equipment, the Authority issued NTP's, pursuant to Phase 3, to allow Motorola to order certain equipment such as In-Vehicle Routers for Special Operations Testing purposes, TMR cabinets, equipment for microwave links, PSBN components for the HSS and the Redundant EPC, routers for the County of Los Angeles Fire Department Fire Command and Control Facility (FCCF) and the City of Los Angeles Police Department Valley Dispatch Center (VDC). Equipment orders for 150 sites are accounted for in Exhibit C, reflecting estimated credits for equipment that could be repurposed, returned or cancelled.

The Authority also issued NTP's to Motorola to proceed with Phase 4 Work related to the installation of the System Management and Monitoring Subsystem (SMMS) at FCCF and to proceed with all Phase 4 Work related to the Redundant EPC at VDC. This work is contemplated in Exhibit C.

Section 4 - Environmental

Environmental compliance activities for all of the sites contemplated in this addendum were addressed in the original CAP response. Since that time, and in discussion with NTIA during the regularly schedule LA-RICS LTE calls on April 15 and 16, 2015, the methodology for NEPA compliance was amended to reflect that

- All 15 proposed COW sites, and sites remaining in the proposed system that were contemplated in an administrative draft EA already reviewed by NTIA (BGPLD001, LDWP243, and ONK) would be included in a Supplemental EA (referenced as Supplemental EA-2.
- All sites remaining in the proposed system that were previously contemplated in Route Modification 003 and 004 would be included in a new Supplemental EA-1, along with Site AZPD001, which required power brought from outside the site boundary into the site in an existing right-of-way.

Of the 19 LAPD sites that are contemplated in this addendum, 17 sites have been fully reviewed and are NEPA- and NHPA-compliant. Two additional sites that were contemplated in Route Modification 03 and 04 (LAPD077 and LAPDVNS, respectively) will be addressed in Supplemental EA-1.

## LA-RICS Request

The Implementation Plan presented in this response to the CAP presents a clear path forward for the Authority to achieve its objectives and mission, which is to provide a robust public safety broadband network capable of providing a necessary service to the public safety personnel in the Los Angeles region. The Authority requests that NTIA, with the endorsement of both the NOAA Grants Office and FirstNet, approve the following aspects of the Authority’s Implementation Plan:

1. Proceed forward with the construction and implementation of the Baseline PSBN Sites, which includes 46 eNodeB locations and two microwave-only sites;
2. Approve Augmentation Strategy #1 - allow for the purchase, outfitting, and placement of up to 15 COW locations strategically located throughout the operational area;
3. Approve Augmentation Strategy #2 – allow for the construction and implementation of two City of Los Angeles Proprietary sites, specifically LDWP243 (Los Angeles Department of Water and Power) and LAPP001 (Los Angeles Port Authority).
4. Approve Augmentation Strategy #3 – allow for all activities associated with the construction and implementation of LAPD sites to resume.

The Authority reiterates its position that each of these augmentation strategies provide tangible coverage and capacity benefits above and beyond those delivered by the Baseline PSBN alone. Approval of this implementation strategy will provide first responders in the Los Angeles region the technological tools and communications system that they require.

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## Exhibit A – LA-RICS Baseline PSBN Site List

*This attachment is provided under a separate cover.*

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## Exhibit B – LA-RICS Baseline Implementation Schedule

*This attachment is provided under a separate cover.*

### Exhibit C - Modified Project Budget

<b>BTOP</b>				
	<i>Cost</i>	<i>Subtotals</i>		<i>Notes</i>
<b>Motorola</b>				
Phase 1	\$ 14,877,794			Total cost for Phase 1, System Design of 232 sites
Phase 2	\$ 15,874,590			Construction of 65 CAP Plan sites, Including those completed/started to date (60)
Phase 3	\$ 29,492,973			Total equipment ordered/NTPd to date for 150 sites reflecting Credits Pending Negotiation
Phase 4	\$ 4,576,735			Implementation of 67 sites (65 + 2 Backhaul)
Fiber Lease Agreement	\$ 1,845,504			Leased Fiber IRU for 3-Years (Revised estimate, 4/20/15 to include 19 LAPD sites)
Future NTPs/Claims	\$ 8,391,547			Motorola Estimates. Please See Ex. C.1 for details. Pending negotiation
Remediation Work at Sites Halted	\$ 5,000,000	\$ 80,059,144		Estimate pending final scope determination
<b>Consultants</b>				
Jacobs	\$ 9,600,859			Max Contract Sum, pending reduced scope cost due 4/22 from Jacobs
Televate	\$ 6,027,000			Max Contract Sum, pending reduced scope cost due 4/22 from Televate
UltraSystems	\$ 4,046,890			Max Contract Sum - fully expended
Miscellaneous	\$ 311,905	\$ 19,986,654		Miscellaneous expenses for categories Admin and Legal, Architecture and Engineering. Includes costs related to procurement (LTE evaluator, site visits) travel, permits/fees, office space lease-suite 100, office supplies, publications, etc.)
COWs	\$ 4,500,000			15 COWS @ \$300,000 each
Ballistic Protection for COWs	\$ 700,000			Estimate pending final determination per COW
COW Grounding	\$ 200,000			Estimate for grounding at each COW site
Power to COW Site	\$ 800,000	\$ 6,200,000		Estimate for permanent Power to COW Sites (TBD if this can be done in Perf. Period)
<b>BTOP, Total</b>		<b>\$ 106,245,798</b>		
<b>LA-RICS Match</b>				
<b>Cash:</b>	<i>Cost</i>	<i>Subtotals</i>	<i>Match %</i>	<i>Notes</i>
Cash-Admin and Legal	\$ 5,957,131			Modified Budget
Cash-A & E	\$ 805,994	\$ 6,763,125	5.32%	Modified Budget
<b>In Kind</b>				
In Kind-Admin and Legal	\$ 3,019,851			Modified Budget
In Kind Office Lease	\$ 74,453			Modified Budget
In Kind-A & E	\$ 600,000			Modified Budget
Land-67 Sites	\$ 3,059,955			67 Sites- Pending Updated Valuation due 5/5
Land-COW Sites	\$ 184,705			Cow Site Valuation * 5 months (May - Sept)
Land-Data Center FCCF	\$ 1,653,030			Modified Budget
Land-Data Center FCCF Lease Cost	\$ 180,000			Modified Budget
Land-Data Center SCC	\$ 81,000			Modified Budget
In Kind-Equipment (RAN cost share)	\$ 1,257,008			28 County sites in Plan=12% of Modified Budget value (\$10,415,207)
In Kind-Equipment (MW backhaul)	\$ -			Removed - 46 sites will not use existing County MW
In Kind-Equipment (LA City fiber)	\$ 826,200			Projected agreement execution date of 5/2015
In Kind-Miscellaneous (device provisioning)	\$ 3,225,000	\$ 14,161,202	11.14%	5,000 devices @ \$645 each
<b>LA-RICS Match, Total</b>		<b>\$ 20,924,327</b>	<b>16.45%</b>	
<b>BTOP+Total Match (Total Project Cost)</b>		<b>\$ 127,170,124</b>		
20% Match Requirement		\$ 25,434,025		
Variance		\$ (4,509,698)		



Exhibit C.1- Motorola Future NTPs/Claims

**Exhibit C.1 - Motorola Future NTPs/Claims**

Scope	Estimated Total Value of NTP	% Complete	Expenditure Value to Date	Comments
Fiber Conduit Installation	\$ 1,500,000	70%	\$ 1,050,000	75 sites with an average of \$20K
Commercial Power Design and Install	\$ 1,650,000	70%	\$ 1,155,000	75 sites with an average of \$22K
Fujitsu Fiber Equipment and Implementation	\$ 1,000,000	0%	\$ -	
Additional LOS for non-PSBN sites	\$ 300,000	100%	\$ 300,000	60+ Additional path walks for non PSBN sites
Schedule Compression	\$ 1,500,000	100%	\$ 1,500,000	Additional staff added to accommodate high rates of change and higher backend construction and workload, to date. Approximatley 10 people for 4 months.
Extended Phase 1 Design Work	\$ 1,386,547	100%	\$ 1,386,547	4 additional backhaul and design engineers for 9 months. Extending staff duration to accommodate several changes to sites.
ETF for Fiber Circuits for Core	\$ 100,000	0%	\$ -	If program terminated ETF charges will apply
Construction Change Orders	\$ 2,500,000	100%	\$ 2,500,000	Approximate amount of change orders still being vetted
Security Escorts	\$ 500,000	100%	\$ 500,000	Additional security escorts to augme "badged" MSI team members to be in compliance with agency security policy
	\$ -		\$ -	Approximate amount of change orders still being vetted
	<b>\$ 10,436,547</b>		<b>\$ 8,391,547</b>	

**MOTION**

On March 24, 2015, the Los Angeles County Board of Supervisors took action to halt construction at seventy-five (75) Los Angeles County Fire sites that were previously contemplated in the Los Angeles Regional Interoperable Communications System (LA-RICS) Long-Term Evolution (LTE) Project.

The Los Angeles County Board of Supervisors also requested information on the status of construction, impact that the loss of the Los Angeles County Fire sites would have on the LTE Project, and LA-RICS's outreach efforts.

Subsequently, on April 1, 2015, a Motion (Englander-Wesson-LaBonge, C.F. 15-0379) was approved to halt construction of the LTE system at City of Los Angeles Fire and Police stations based on the concerns presented by the various stakeholders.

The Broadband Technologies Opportunities Program (BTOP) grant, which funds the LA-RICS LTE Project, was then suspended on April 3, 2015 by the National Telecommunications and Information Administration (NTIA), the grant administrator.

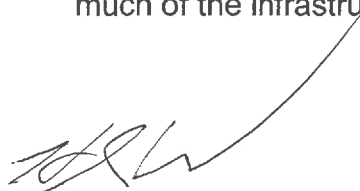
Since these actions were taken, LA-RICS has developed a Corrective Action Plan (CAP) to address the concerns of the Los Angeles County Board of Supervisors and the Los Angeles City Council, as well as stakeholders and members of the community.

LA-RICS provided the CAP to NTIA on April 13, 2015, and presented the CAP to the Board of Supervisors on April 14, 2015. The CAP contemplates the use of forty-eight LTE sites that can be constructed by the end of the BTOP grant performance period, if construction is permitted to start no later than May 1, 2015. LA-RICS reported that these sites would provide a viable network required by users, though with less coverage than provided in the original design.

The CAP also discusses the potential inclusion of nineteen Los Angeles Police Department (LAPD) LTE sites, which would increase coverage and capacity for the LTE system. Currently ten of the LAPD sites are 75% complete; five sites are approximately 50% complete; and construction has not started on the remaining four sites.

The inclusion of LAPD LTE sites is consistent with the action taken by the County of Los Angeles, which has limited its use of sites to Los Angeles County Sheriff stations.

In addition to increasing coverage and capacity, police stations are already outfitted with much of the infrastructure required for the LTE network build out, having communication



towers and equipment on site. Moreover, the large footprint of police stations, allows for maximum flexibility when it comes to the installation of additional equipment, further buffering equipment and personnel.

Also, subsequent to its above action, the City learned that it is possible to use Cells on Wheels (COWs) to enhance the network to alleviate the need to permanently build out certain sites. Fire stations, therefore, are not required for a viable network.

The City of Los Angeles has spoken with the Los Angeles Police Protective League (LAPPL) about their concerns and LA-RICS will continue to work with them to ensure that their concerns are addressed so that the project can be built on police stations.

In the interest of transparency, the LAPD along with the City Administrative Officer (CAO) should share information with the LAPPL related to the potential use of smart phone technology and any other applications that may be deployed on the LTE network. Further, the technical capabilities of the system should be shared with the LAPPL.

The City, along with the LAPPL, has a responsibility to protect the health of its employees. Therefore, it is critical to ensure that the City and the LAPPL have the most up to date information regarding the impacts associated with the deployment of LTE networks. Consequently, The LAPD along with LA-RICS must share all health studies in their possession related to the LTE system installed at police facilities with the City and the LAPPL. Additionally, the City should submit to the LAPPL every 2 years, any Cal/OSHA (The California Division of Occupational Safety and Health) updates and studies related to this specific technology.

To ensure continued safety in the future, should the City determine that serious verifiable health risks be identified in relation to the LTE system, the City shall immediately move to mitigate the risks associated with its deployment. If it is determined the risks cannot be addressed, the LTE system should then be turned off or moved from that location in short order.

Finally, the CAP also includes information on increased outreach efforts by LA-RICS. LA-RICS committed to holding regional informational meetings in each of the Supervisorial Districts, and more as needed. The objectives of the meetings will be to communicate the project's purpose, needs and benefits; provide information about the sites within the area, and educate the public on important public safety aspects of the project; and solicit community members' questions and concerns.

The Los Angeles County Board of Supervisors approved the CAP on April 14, 2015. The City has until April 23, 2015 to provide a detailed response to the CAP.

Immediate action on this item is required as outreach to the Police Protective League on this project took place after the posting of the agenda, and City staff needs time to prepare and submit a detailed response to the CAP by the April 23rd deadline.

**I THEREFORE MOVE** that the Council determine, as provided in Section 54954(b)(2) of the Government Code, and pursuant to Rule 23 of the Rules of the City Council, that there is a need to take immediate action on this matter AND that the need for action came to the attention of the City Council subsequent to the posting of today's agenda.

**I FURTHER MOVE** that the Council Action of April 1, 2015 (CF 15-0379) relative to the Los Angeles Regional Interoperable Communications System (LA-RICS) project be rescinded.

**I FURTHER MOVE** that the Council express support for the LA-RICS Corrective Action Plan submitted to the National Telecommunications and Information Administration (NTIA), and authorize the inclusion Police Department (LAPD) station sites.

**I FURTHER MOVE** that the construction of the Long Term Evolution (LTE) system at City of Los Angeles fire stations be prohibited.

**I FURTHER MOVE** that the LA-RICS include the Los Angeles Police Protective League (LAPPL) as partner-stakeholders for information sharing purposes. This should include, but not be limited to current and prior planning documents regarding LA-RICS equipment currently or prospectively to be installed at LAPD facilities. These planning documents shall include site plans for each location.

**I FURTHER MOVE** the Los Angeles Police Department provide to the LAPPL a communication plan that lays out all capabilities of the LTE system and any and all potential uses of this system. This should include and relevant license agreements, applications submitted for any and all areas surrounding the use and building of this LTE system as it relates to the communication capabilities.

**I FURTHER MOVE** that for the Police Department sites that have not been either completed or already under construction, that LA-RICS review the feasibility of adding the LTE equipment to existing towers rather than installing new structures. If it is determined that a new tower is needed, placement shall be the furthest away from inhabited facilities, stations, or office as feasible.

**I FURTHER MOVE** that LA-RICS continue to conduct outreach to the key stakeholders by conducting a series of 10 meetings, over the 4 Bureaus and various watches or provide an online video, PowerPoint, and FAQ to address the history of the project, the benefits of the technology for the officers and the public, as well as any verified health risks associated with the equipment.

**I FURTHER MORE** that the CAO will notify the LAPPL of any new technology that may be added to either a tower or police vehicle for the purposes of deploying LTE technology.

**I FURTHER MOVE** that the City Administrative Officer report back on ways to solicit input from and address concerns of the LAPPL including but not limited to meetings, planning, studies, and information sharing of LA-RICS equipment currently or prospectively to be installed at LAPD facilities.


**I FURTHER MOVE** to request that the City's representatives on the LA-RICS Joint Powers Authority work with LA-RICS to ensure better and more effective outreach and communication to all stakeholders regarding the development and construction of the LTE system within the City of Los Angeles.

**I FURTHER MOVE** that the Mayor be requested to submit a response to the LA-RICS Corrective Action Plan by April 23, 2015, and include the use of the Police Department station sites for the LA-RICS Long Term Evolution Project.

CO-AUTHORED BY:

  
\_\_\_\_\_  
Mitchell Englander, Twelfth District

CO-AUTHORED BY:

  
\_\_\_\_\_  
Herb Wesson, Tenth District

SECOND BY:

  
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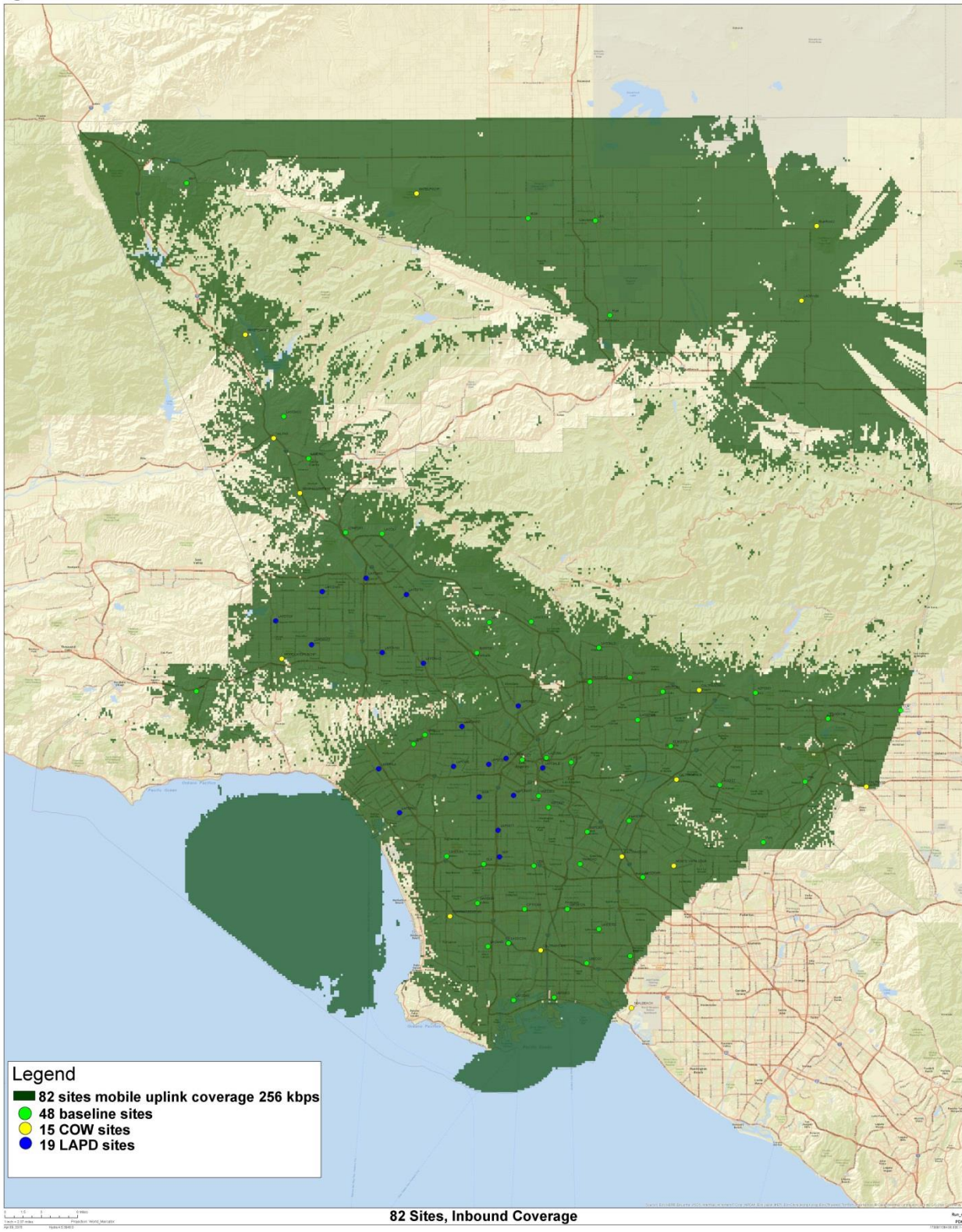
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Figure 8 - LA-RICS PSBN Mobile Coverage with LAPD Sites

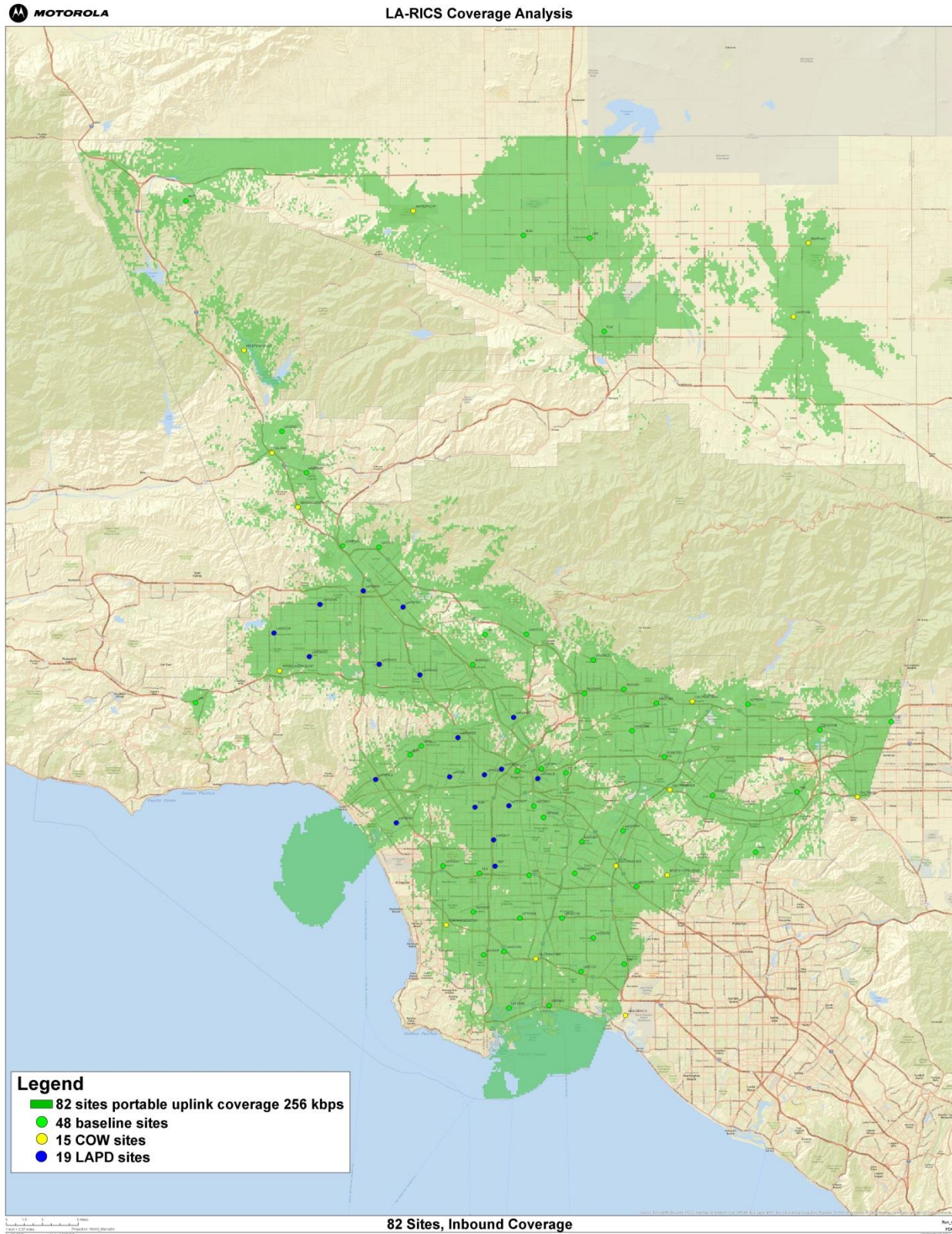


LA-RICS Coverage Analysis



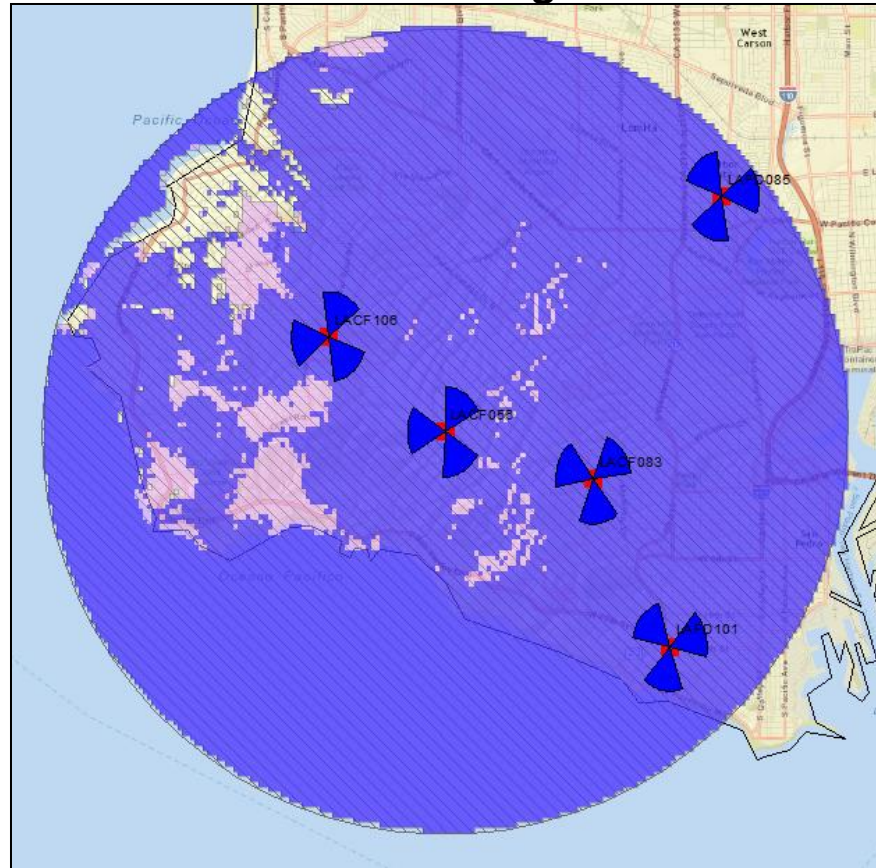
A view of coverage from a portable (e.g., phone or tablet) device is depicted in Figure 9 below:

Figure 9 - LA-RICS PSBN Portable Coverage with LAPD Sites



# Downlink Coverage Comparison

## LACF056 + 4 Neighbor Sites



Downlink 95% Covered Area Reliability

Blue only

Blue and Pink Combined

4 Neighbor Sites without LACF056

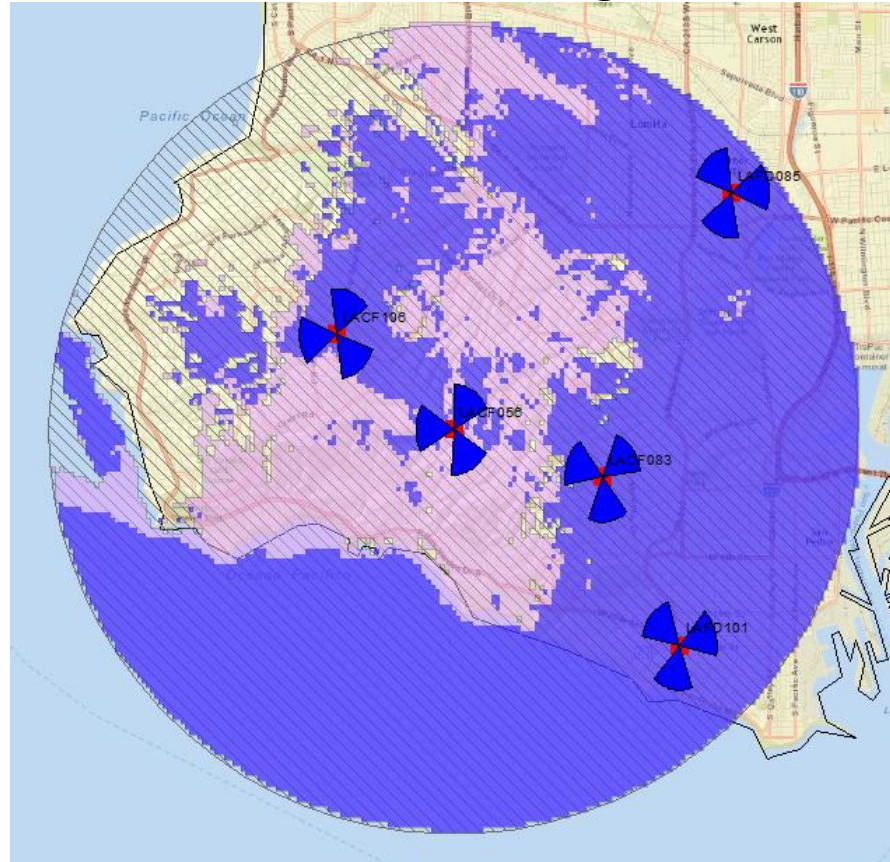
4 Neighbor Sites with LACF056

**AGENDA ITEM I - ENCLOSURE 3**



# Uplink Coverage Comparison

## LACF056 + 4 Neighbor Sites



Uplink 95% Covered Area Reliability.

Blue only	Blue and Pink Combined
4 Neighbor Sites without LACF056	4 Neighbor Sites with LACF056

### **AGENDA ITEM I - ENCLOSURE 3**

<b>BTOP</b>				
<u>Motorola</u>	<i>Cost</i>	<i>Subtotals</i>	<i>Notes</i>	
Phase 1	\$ 14,877,794		Total cost for Phase 1, System Design of 232 sites	
Phase 2	\$ 17,000,000		Construction of 65 CAP Plan sites, Including those completed/started to date (60)	
Phase 3	\$ 34,000,000		Total equipment ordered/NTPd to date for 150 sites reflecting Credits Pending Negotiation	
Phase 4	\$ 4,576,735		Implementation of 67 sites (65 + 2 Backhaul)	
Fiber Lease Agreement	\$ 2,500,000		Leased Fiber IRU for 3-Years (Revised estimate, 4/20/15 to include 19 LAPD sites)	
Future NTPs/Claims	\$ 11,000,000		Motorola Estimates. Please See Ex. C.1 for details. Pending negotiation	
Remediation Work at Sites Halted	\$ 7,000,000	\$ 90,954,529	Estimate pending final scope determination	
<u>Consultants</u>				
Jacobs	\$ 9,600,859		Max Contract Sum, pending reduced scope cost due 4/22 from Jacobs	
Televate	\$ 6,027,000		Max Contract Sum, pending reduced scope cost due 4/22 from Televate	
UltraSystems	\$ 4,046,890		Max Contract Sum - fully expended	
			Miscellaneous expenses for categories Admin and Legal, Architecture and Engineering. Includes costs related to procurement (LTE evaluator, site visits) travel, permits/fees, office space lease-suite 100, office supplies, publications, etc.)	
Miscellaneous	\$ 312,859	\$ 19,987,608		
COWs	\$ 4,500,000		15 COWS @ \$300,000 each	
Ballistic Protection for COWs	\$ 700,000		Estimate pending final determination per COW	
COW Grounding	\$ 200,000		Estimate for grounding at each COW site	
Power to COW Site	\$ 800,000	\$ 6,200,000	Estimate for permanent Power to COW Sites (TBD if this can be done in Perf. Period)	
<b>Total Federal Grant</b>		<b>\$ 117,142,137</b>		
<u>LA-RICS Match</u>				
<u>Cash:</u>	<i>Cost</i>	<i>Subtotals</i>	<i>Match %</i>	<i>Notes</i>
Cash-Admin and Legal	\$ 5,957,131			Modified Budget
Cash-A & E	\$ 805,994			Modified Budget
Cash-Equipment (RAN cost share)	\$ 1,257,008	\$ 8,020,133	5.82%	28 County sites in Plan=12% of Modified Budget value (\$10,415,207)
<u>In Kind</u>				
In Kind-Admin and Legal	\$ 3,019,851			Modified Budget
In Kind Office Lease	\$ 74,453			Modified Budget
In Kind-A & E	\$ 600,000			Modified Budget
Land-67 Sites	\$ 3,059,955			67 Sites- Pending Updated Valuation due 5/5
Land-COW Sites	\$ 184,705			Cow Site Valuation * 5 months (May - Sept)
Land-Data Center FCCF	\$ 1,653,030			Modified Budget
Land-Data Center FCCF Lease Cost	\$ 180,000			Modified Budget
Land-Data Center SCC	\$ 81,000			Modified Budget
In Kind-Equipment (MW backhaul)	\$ -			Removed - 46 sites will not use existing County MW
In Kind-Equipment (LA City fiber)	\$ 660,960			Projected agreement execution date of 5/2015
In Kind-Miscellaneous (device provisioning)	\$ 3,225,000	\$ 12,738,954	9.24%	5,000 devices @ \$645 each
<b>Total Matching Funds</b>		<b>\$ 20,759,087</b>	<b>15.05%</b>	
<b>TOTAL PROJECT COST</b>		<b>\$ 137,901,224</b>		



## 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

May 7, 2015

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

Dear Directors:

### **AMENDMENT NO. 5 FOR PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES**

#### **SUBJECT**

Board approval is requested to (1) authorize an amendment to the Professional Broadband Engineering Consulting Services contract with Televate, LLC (Televate) decreasing the Maximum Contract Sum; and (2) delegate authority to the Executive Director to execute Amendment No. 5, in a substantially similar form, that will decrease the level of effort apportioned to the Public Safety Broadband Network (PSBN) project as proposed in the Authority's response to a Corrective Action Plan issued by NTIA.

#### **RECOMMENDED ACTION**

It is recommended that your Board:

1. Approve a decrease to the Maximum Contract Sum in the amount of \$329,997, decreasing the Maximum Contract Sum amount from \$6,027,000 to \$5,697,003 to align with the reduction of PSBN Sites in the Authority's CAP response.
2. Delegate authority to the Executive Director to execute Amendment No. 5 with Televate, substantially similar in form to Enclosure 1.

#### **BACKGROUND**

On September 1, 2010, NTIA awarded the Authority a Comprehensive Community Infrastructure (CCI) Broadband Technology Opportunity Program (BTOP) grant to

**AGENDA ITEM J**

develop and deploy a 700 MHz public safety mobile broadband network across the County of Los Angeles.

On March 3, 2011, your Board approved an agreement for Professional Broadband Engineering Consulting Services between the Televate, LLC and the Authority where Televate serves as the SME on all LTE broadband related initiatives and activities.

On August 4, 2011, your Board approved Amendment No. One to the Professional Broadband Engineering Consulting Services contract to allow Televate to provide Subject Matter Expert (SME) Support, including design review, during Request for Proposals (RFP) preparation through system implementation.

On February 20, 2014, your Board approved Amendment No. Two to the Professional Broadband Engineering Consulting Services contract with Televate to (a) increase the Maximum Contract Sum by \$1,800,000; 2) increase Televate's hourly labor rates; 3) delegate Authority to the Director of LA-RICS to execute Amendment Two; and (b) increase the scope of work, as needed, for unforeseen, additional work, which do not materially affect the scope of work or increase the Maximum Contract Sum.

On April 3, 2014, your Board approved Amendment No. Three to the Professional Broadband Engineering Consulting Services contract with Televate to (a) broaden the scope of services to expand on site acquisition support services to aid the Authority in securing the necessary agreements, including but not limited to, LTE Site Access Agreement, in order to meet the aggressive grant performance period deadline of September 2015; and (b) increased the Maximum Contract Sum by \$912,000, increasing the Maximum Contract Sum from \$3,300,000 to \$4,212,000.

On February 5, 2015, your Board approved Amendment No. Four to the Professional Broadband Engineering Consulting Services contract to allow Televate (a) to provide technical support to the Authority ensuring that the Authority meets the aggressive demands of the grant performance period deadline of September 2015, (b) to assist with the procurement for LTE devices to be used on the PSBN, (c) to assist with Member agency transition/migration onto the PSBN, and (d) to provide assistance and support to the Authority with the PSBN during the warranty period.

On March 24, 2015, the Los Angeles County of Los Angeles (County) Board of Supervisors took action to halt the Authority's Public Safety Broadband Network (PSBN) construction on sites belonging to the County of Los Angeles Fire Department. Correspondingly, on April 1, 2015, the City of Los Angeles (City) City Council took action to halt the Authority's PSBN construction on sites belonging to the City of Los Angeles Police Department (LAPD) and City of Los Angeles Fire Department sites.

The significant loss of these sites resulted in the National Oceanic and Atmospheric Administration (NOAA) Grants Management Division, on behalf of NTIA, notifying the Authority on April 3, 2015, to suspend all work, with certain limited exception, related to the PSBN project and issued a corrective action plan (CAP) that required the Authority to provide a response by April 13, 2015.

On April 13, 2015, the Authority submitted a response to the CAP which provided an alternative system solution with various augmentation strategies to mitigate any loss of coverage and capacity due to the reduction of the sites belonging to the County Fire Department, LAPD, and the City Fire Department.

On April 14, 2015, the County took action to approve the Authority's CAP response permitting PSBN infrastructure at a smaller number of County owned, operated, or controlled sites and allowed construction to begin or continue at those sites set forth in the CAP response. However, the County requested additional public outreach efforts prior to construction commencing at certain County owned sites. Likewise, on April 17, 2015, the City Council approved a motion to reinstate the LAPD sites which the Authority reflected as an additional strategy in the form of an addendum to the CAP response.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to decrease the level of effort apportioned to the PSBN project as proposed in the CAP response to NOAA. In order for the Authority's costs to coincide with the reduction in scope and PSBN Sites proposed in the CAP response, the Authority requested a proposed reduction in Televate's scope of work and costs. The Authority decided to reduce Televate's Maximum Contract Sum in accordance with Televate's proposed cost reduction; however, the scope of work is to remain as is to account for certain unforeseen tasks currently contemplated in the scope of work should the need arise.

#### **FISCAL IMPACT/FINANCING**

A decrease to the Maximum Contract Sum in the amount of \$329,997 will decrease the Maximum Contract Sum amount from \$6,027,000 to \$5,697,003.

Contract costs shall be reimbursed by any available monies from the BTOP grant award from the Department of Commerce's NTIA. The Authority will seek reimbursement from the State Homeland Security Grant Program (SHSGP), Urban Area Security Initiative (UASI) or, if necessary, an outside funding source, as described in the discussion item related to Televate.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Counsel to the Authority has reviewed the recommended action.

**CONCLUSION**

Upon the Board's approval of the recommended actions, on behalf of the Authority, the Executive Director will execute Amendment No. 5, substantially similar in form to Enclosure 1.

Respectfully submitted,



PATRICK J. MALLON  
EXECUTIVE DIRECTOR

PJM:MS:jh

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Enclosure

c: Counsel to the Authority

**AMENDMENT NUMBER FIVE**  
**TO AGREEMENT NO. 004**  
**FOR**  
**PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES**

This Amendment Number Five (together with all exhibits, attachments, and schedules hereto, "Amendment No. 5") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Televate, LLC ("Consultant"), effective as of May \_\_\_\_\_, 2015, based on the following recitals:

**RECITALS**

Authority and Consultant have entered into that certain Agreement No. 004 for professional broadband engineering consulting services, dated as of April 18, 2011 (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 August 4, 2011, to replace Exhibit A (Statement of Work) to provide for design review services throughout the entire scope of the project, including the preparation of a Request for Proposals through system implementation.

The Agreement has been previously amended by Amendment Number Two, effective February 20, 2014, to a) exercise the two renewal option years to the contract and extend the contract end date to April 17, 2016, b) increase the Maximum Contract Sum by \$1,800,000, increasing the Maximum Contract Sum from \$1,500,000 to \$3,300,000, c) broaden the scope of services to allow the consultant to provide additional technical support to the Authority to keep in line with meeting the aggressive demands of the procurement process consistent with the performance period of September 2015, d) increase the Consultant's hourly rates, and e) to make other certain revisions.

The Agreement has been previously amended by Amendment Number Three, effective April 3, 2014 to a) broaden the scope of services to expand on site acquisition support services to aid the Authority in securing the necessary agreements, including but not limited to, LTE Site Access Agreements, in order to meet the aggressive grant performance period deadline of September 2015; and b) increase the Maximum Contract Sum by \$912,000, increasing the Maximum Contract Sum from \$3,300,000 to \$4,212,000.

The Agreement has been previously amended by Amendment Number Four, effective February 11, 2015, to (a) increase the level of effort to continue to provide technical support to ensure that the Authority meets the aggressive demands consistent with the grant performance period deadline of September 2015, (b) assist the Authority with procurements for the purchase of LTE devices to be used on the Public Safety Broadband Network (PSBN); (c) to assist the Authority with member agencies transition/migration onto the PSBN;(d) to provide assistance and support to the Authority with the PSBN during the warranty period of the PSBN; and (e) make certain other revisions.

Authority and Consultant desire to further amend the Agreement to reduce the Maximum Contract Sum by \$329,997, from \$6,027,000 to \$5,697,003, to decrease the level of effort apportioned to the Public Safety Broadband Network (PSBN) project as proposed in the Authority's response to a Corrective Action Plan issued by the National Oceanic and Atmospheric Administration (NOAA) Grants Management Division, on behalf of the National Telecommunications and Information Administration (NTIA), following direction from the County of Los Angeles (County) and City of Los Angeles (City) to reduce the number of PSBN Sites.

This Amendment No. 5 is authorized under Section 6 (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. 5, 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. 5 refer to sections of the Agreement, as amended by this Amendment No. 5.
2. Amendments to Agreement.
  - 2.1 Section 8 of the Agreement is deleted in its entirety and replaced with the following:
    8. The "Maximum Contract Sum" is the total monetary amount payable by the Authority to Consultant for furnishing all Work and Deliverables under this Agreement, inclusive of any applicable taxes. The Maximum Contract Sum under this Agreement shall be Five Million, Six Hundred Ninety-Seven Thousand and Three Dollars (\$5,697,003).
3. This Amendment No. 5 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. 5;
  - 3.2 Counsel to the Authority has approved this Amendment No. 5 as to form;
  - 3.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority to execute this Amendment No. 5; and
  - 3.4 The Executive Director of the Authority has executed this Amendment No. 5.



4. Except as expressly provided in this Amendment No. 5, 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. 5 on behalf of Consultant represent and warrant that the person executing this Amendment No. 5 for Consultant is an authorized agent who has actual authority to bind Consultant to each and every term and condition of this Amendment No. 5, and that all requirements of Consultant to provide such actual authority have been fulfilled.
6. This Amendment No. 5 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 FIVE  
TO AGREEMENT NO. 004  
FOR  
PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 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

TELEVATE, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Patrick J. Mallon  
Executive 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



## 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

May 7, 2015

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

Dear Directors:

### **AMENDMENT NO. 15 FOR PROJECT AND CONSTRUCTION MANAGEMENT SERVICES**

#### **SUBJECT**

Board approval is requested to: (1) authorize an amendment to the Project and Construction Management Services contract with Jacobs Project Management Co. (Jacobs) to reduce the cost for the Public Safety Broadband Network (PSBN) portion of the Agreement apportioned to the Authority's response to a Corrective Action Plan issued by the National Telecommunications and Information Administration (NTIA) contemplating a smaller scale project; (2) from a portion of the reduced cost, increase the level of effort for outreach services to communicate the projects purpose and educate the public on the project; (3) decrease the Maximum Contract Sum taking the reduced cost for a smaller scale project and the increased outreach efforts into consideration; and (4) delegate authority to the Executive Director to execute Amendment No. 15, in a substantially similar form to Enclosure 1.

#### **RECOMMENDED ACTION**

It is recommended that your Board:

1. Approve a reduction in the cost for PSBN portion of work by \$789,120 to decrease the level of effort apportioned to the PSBN project as proposed in the Authority's response to a Corrective Action Plan; however, from a portion of this reduced cost, increase the level of effort for outreach services by \$685,200 to communicate the projects purpose and to educate the public on the project; for a

**AGENDA ITEM K**

net decrease in the Maximum Contract Sum by \$103,920, from \$32,497,345 to \$32,393,425.

2. Delegate authority to the Executive Director to execute Amendment No. 15 with Jacobs, substantially similar in form to Enclosure 1.

## **BACKGROUND**

On September 1, 2010, NTIA awarded the Authority a Comprehensive Community Infrastructure (CCI) Broadband Technology Opportunity Program (BTOP) grant to develop and deploy a 700 MHz public safety mobile broadband network across the County of Los Angeles.

On March 29, 2012, your Board authorized the Executive Director to execute the contract with Jacobs for project and construction management services. Since this contract's inception, your Board has approved various amendments to significantly increase the scope of work, such as adding a preliminary Phase 0 to the project to contemplate the development of technical specifications and Request for Proposals (RFP) and proposal compliance analysis, work which was not previously contemplated and constituted new scope, to increase the scope of environmental work being performed, and to increase the level of effort for certain tasks that the Authority has required throughout the term of this contract.

On March 24, 2015, the Los Angeles County of Los Angeles (County) Board of Supervisors took action to halt the Authority's Public Safety Broadband Network (PSBN) construction on sites belonging to the County of Los Angeles Fire Department. Correspondingly, on April 1, 2015, the City of Los Angeles (City) City Council took action to halt the Authority's PSBN construction on sites belonging to the City of Los Angeles Police Department (LAPD) and City of Los Angeles Fire Department sites.

The significant loss of these sites resulted in the Department of Commerce National Oceanic and Atmospheric Administration (NOAA) Grants Management Division, on behalf of NTIA, notifying the Authority on April 3, 2015, to suspend all work, with certain limited exception, related to the PSBN project and issued a Corrective Action Plan (CAP) that required the Authority to provide a response by April 13, 2015.

On April 13, 2015, the Authority submitted a response to the CAP which provided an alternative system solution with various augmentation strategies to mitigate any loss of coverage and capacity due to the reduction of the sites belonging to the County Fire Department, LAPD, and the City Fire Department.

On April 14, 2015, the County Board of Supervisors took action to approve the Authority's CAP response permitting PSBN infrastructure at a smaller number of

**AGENDA ITEM K**

Countyowned, operated, or controlled sites and allowed construction to begin or continue at those sites set forth in the CAP response. However, the County requested additional public outreach efforts prior to construction commencing at certain County owned sites. Likewise, on April 17, 2015, the Los Angeles City Council approved a motion to reinstate the LAPD sites which the Authority reflected as an additional strategy in the form of an addendum to the CAP response. The City also requested continued outreach to key stakeholders.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to decrease the level of effort apportioned to the PSBN project as proposed in the CAP response to NOAA. In order for the Authority's costs to coincide with the reduction in scope and PSBN Sites proposed in the CAP response, the Authority requested and received a proposed reduction in Jacobs' scope of work and costs.

However, both the County and City requested increased outreach efforts be conducted by the Authority to communicate the projects purpose, needs and benefits; provide information about the sites within the impacted areas; educate the public on important public safety aspects of the project; and solicit community members' questions and concerns, which was taken into consideration and addressed as part of the CAP response.

As such, in addition to requesting a proposed reduction in scope contemplating a smaller PSBN project, the Authority requested Jacobs provide a cost to increase its level of outreach efforts to accommodate the County and City requests.

The Authority staff recommends reducing the Jacobs' Maximum Contract Sum in accordance with Jacobs' proposed cost reductions for a smaller scale PSBN project. However, based on the request from the Board of Supervisors and the City of Los Angeles that an increased level of outreach efforts be undertaken, the Authority staff recommends accommodating this request by increasing the level of effort for the outreach component.

### **FISCAL IMPACT/FINANCING**

A decrease to the Maximum Contract Sum in the amount of \$103,920 will decrease the Maximum Contract Sum amount from \$32,497,345 to \$32,393,425, when taking the smaller scale PSBN project and increased level of outreach efforts into consideration.

All contract costs related to the services rendered under this Amendment No. 15 will be reimbursed by the BTOP grant. This grant is fully funded by the Department of Commerce NTIA.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Counsel to the Authority has reviewed the recommended action.

**CONCLUSION**

Upon the Board's approval of the recommended actions, on behalf of the Authority, the Executive Director will execute Amendment No. 15, substantially similar in form to Enclosure 1.

Respectfully submitted,



PATRICK J. MALLON  
EXECUTIVE DIRECTOR

PJM:JA:jh

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Enclosure

c: Counsel to the Authority

**AMENDMENT NUMBER FIFTEEN TO  
AGREEMENT FOR CONSULTANT SERVICES**

**Recitals**

This Amendment Number Fifteen ("Amendment No. 15") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Jacobs Project Management Co. ("Consultant"), effective as of May \_\_\_\_\_, 2015, based on the following recitals:

Authority and Consultant have entered into that certain Agreement for Consultant Services, dated as of March 29, 2012 (together with all attachments and appendices thereto, all as amended prior to the date hereof, the "Agreement").

The Agreement has been previously amended by Amendment Number One, effective as of May 15, 2012, to engage Consultant to perform certain work under Preliminary Phase, which was originally contemplated under Phase 1, and to adjust the Consultant's Staffing Plan accordingly, all as further described in Amendment Number One.

The Agreement has been previously amended by Amendment Number Two, effective as of June 4, 2012, to engage the Consultant to perform certain work under Preliminary Phase, which was originally contemplated under subsequent phases, and to adjust Consultant's Staffing Plan accordingly, all as further described in Amendment Number Two.

The Agreement has been previously amended by Amendment Number Three, effective as of July 2, 2012, to engage the Consultant to perform certain work under Preliminary Phase, which was not originally contemplated and constituted new scope, and to adjust Consultant's Staffing Plan, resource level effort, and additional costs accordingly, all as further described in Amendment Number Three, which increased the Maximum Contract Sum by \$1,546,933 from \$20,871,260 to \$22,418,193.

The Agreement has been previously amended by Amendment Number Four, effective as of September 21, 2012, to engage the Consultant to perform certain work under the Preliminary Phase, which was originally contemplated under subsequent phases, and to adjust Consultant's Staffing Plan accordingly, all as further described in Amendment Number Four.

The Agreement has been previously amended by Amendment Number Five, effective as of January 1, 2013, to reallocate the level of effort between LTE Project activities and LMR Project activities, and to adjust Consultant's Staffing Plan accordingly to reflect the reallocation of such levels of effort, all as further described in Amendment Number Five.

The Agreement has been previously amended by Amendment Number Six, effective as of May 31, 2013, to include work for Negotiation and Outreach activities for both the LMR and LTE Systems, to reallocate the level of effort between the Preliminary Phase and subsequent phase activities for the LMR and LTE Systems, and to adjust Consultant's Staffing Plan accordingly to reflect the reallocation of such levels of effort, all as further described in Amendment Number Six.

The Agreement has been previously amended by Amendment Number Seven, effective as of September 5, 2013, to separate the Scope of Work into two separate projects, defined as the LMR System project and the LTE System project, to make revisions to the Agreement as necessary to reflect such two separate projects, to add additional work to Phase 1 of the LMR System project and the Preliminary Phase of the LTE System project, which was not previously contemplated and constituted new scope, and adjust Consultant's Staffing Plan, associated resource levels of effort, and additional cost accordingly to reflect two LA-RICS projects, all as further described in Amendment Number Seven, which increased the Maximum Contract Sum by \$4,889,427 from \$22,418,193 to \$27,307,620.

The Agreement has been previously amended by Amendment Number Eight, effective as of December 12, 2013, (a) to include work to deliver certain LTE Project Description documents for 232 project sites in the LTE System, (b) to reallocate the level of effort between the Preliminary Phase and Phase 1 activities for the LTE System, and (c) to adjust Consultant's Staffing Plan accordingly to reflect the reallocation of such levels of effort, all as further described in Amendment Number Eight, which corrected the Maximum Contract Sum to \$27,317,585.

The Agreement has been previously amended by Amendment Number Nine, effective as of March 11, 2014, to (a) perform certain environmental work including but not limited to, preparing and delivering a CEQA-compliant Environmental Impact Report (EIR) and a NEPA-compliant Environmental Assessment (EA) as well as perform various biological and cultural resource surveys and reports for the LMR Project work under the LMR Project Phase 1, System Design, as described in the Scope of Work, (b) adjust the Appendix A-2 (Staffing Plan) accordingly, and (c) increased the Maximum Contract Sum to account for the scope of work in the amount of \$2,862,080 from \$27,317,585 to \$30,179,665.

The Agreement has been previously amended by Amendment Number Ten, effective May 14, 2014, to reallocate the level of effort between phases of the LMR Project, and to adjust Appendix A-2 (Staffing Plan) accordingly to reflect the reallocation of such levels of effort.

The Agreement has been previously amended by Amendment Number Eleven, effective as of June 5, 2014, to (a) perform certain Cultural Resources environmental work as described in the Scope of Work due to the Authority's increased need for environmental support, and (b) to adjust Appendix A-2 (Staffing Plan) accordingly to reflect such levels of effort; and (c) increase the Maximum Contract Sum to account for



the increase in scope of work in the amount of \$306,600 from \$30,179,665 to \$30,486,265.

The Agreement has been previously amended by Amendment Number Twelve, effective August 21, 2014, to (a) perform certain environmental work for the LTE System project including, but not limited to, (1) conducting a CEQA statutory exemption analysis and prepare and deliver a Notice of Exemption, (2) preparing and delivering a supplemental NEPA-compliant Environmental Assessment (EA); and (3) increase the level of environmental compliance monitoring efforts to accommodate the compressed construction schedule; all of which is described in the Scope of Work due to the Authority's increased need for environmental support, (b) to adjust Appendix A-2 (Staffing Plan) accordingly to reflect such levels of effort; and (c) increase the Maximum Contract Sum to account for the increase in scope of work in the amount of \$2,011,080 from \$30,486,265 to \$32,497,345.

The Agreement has been previously amended by Amendment No. Thirteen, effective December 31, 2014, to (a) revise Attachment A (Scope of Work) to clarify certain tasks associated with Federal and grant requirements as it relates to the Davis-Bacon Act, (b) to revise Appendix A-2 (Staffing Plan) to reflect an Agreement Budget; (c) revise Attachment B (Rate Schedule) to reflect new positions/staff; and (d) make other certain revisions contemplated in Amendment No. 13.

The Agreement has been previously amended by Amendment No. Fourteen, effective April 16, 2015, to (a) revise Appendix A-2 (Agreement Budget) to reflect the shifting in funds between Phases 1 through 3 for the LMR System to remedy a staff planning error, and (b) to revise Attachment D (Administration of Agreement) to reflect changes in the Consultant's Key Personnel, with no increase to the Maximum Contract Sum.

Authority and Consultant desire to further amend the Agreement to (a) reduce the cost for LTE portion of work by \$789,120, to decrease the level of effort apportioned to the LTE project as proposed in the Authority's response to a Corrective Action Plan issued by the National Oceanic and Atmospheric Administration (NOAA) Grants Management Division, on behalf of the National Telecommunications and Information Administration (NTIA), following direction from the County of Los Angeles (County) and City of Los Angeles (City) to reduce the number of PSBN Sites; (b) from a portion of this reduced cost, increase the level of effort for outreach services by \$685,200 to communicate the projects purpose, needs and benefits, provide information about the sites within the impacted areas, and educate the public on important public safety aspects of the project; and (c) to revise Appendix A-2 (Agreement Budget) to reduce the Maximum Contract Sum by \$103,920 (\$789,120 - \$685,200), from \$32,497,345 to \$32,393,425, when taking the smaller scale PSBN project and increased level of outreach efforts into consideration.

This Amendment No. 15 is authorized under Paragraph 40 of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 15, 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, as amended by this Amendment No. 15. Unless otherwise noted, section references in this Amendment No. 15 refer to sections of the body of the Agreement, as amended by this Amendment No. 15.

2. Section 3.1 is deleted in its entirety, and is replaced by the following:

3.1 In consideration of the performance by Consultant in a manner satisfactory to Authority of the services described in Section 2 above, including receipt and acceptance of such work by Executive Director of the Authority or such person's designee (hereinafter called "Director"), Authority agrees to pay Consultant a maximum not-to-exceed sum of Thirty-Two Million, Three Hundred Ninety-Three Thousand, Four Hundred Twenty-Five Dollars (\$32,393,425).

3. Appendix A-2 (Agreement Budget) to Attachment A (Scope of Work) to the Agreement is hereby deleted in its entirety, and is replaced by Appendix A-2 (Agreement Budget) attached to this Amendment No. 15, dated May 2015, and incorporated by this reference.

4. This Amendment No. 15 shall become effective as of the date identified in the recitals, which is the date upon which:

- 4.1 An authorized officer of Consultant has executed this Amendment No. 15;
- 4.2 The Authority's Board of Directors has authorized the execution of this Amendment No. 15, if required;
- 4.3 Los Angeles County Counsel has approved this Amendment No. 15 as to form; and
- 4.4 The Executive Director of the Authority has executed this Amendment No. 15.

5. Except as expressly provided in this Amendment No. 15, all other terms and conditions of the Agreement shall remain the same and in full force and effect.

6. Consultant and the person executing this Amendment No. 15 on behalf of Consultant represent and warrant that the person executing this Amendment No.

15 for Consultant is an authorized agent who has actual authority to bind Consultant to each and every term and condition of the Agreement, as amended by this Amendment No. 15, and that all requirements of Consultant to provide such actual authority have been fulfilled.

7. This Amendment No. 15 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.
8. This Amendment No. 15 shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within that State.

\* \* \*

**AMENDMENT NUMBER FIFTEEN TO  
AGREEMENT FOR CONSULTANT SERVICES**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 15 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

JACOBS PROJECT MANAGEMENT CO.

By: \_\_\_\_\_

Patrick J. Mallon  
Executive Director

By: \_\_\_\_\_

Issam Khalaf  
Vice President  
West Division PMCM

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

**APPENDIX A-2  
AGREEMENT BUDGET**

**Los Angeles Regional Interoperable Communications Systems  
(LA-RICS)**

<b>LMR SYSTEM</b>	
Phase 0 – Preliminary Phase – Project Startup	\$2,341,038
Phase 1 – System Design	\$8,601,446
Phase 2 – Site Construction and Site Modification	\$4,458,737
Phase 3 – Supply LMR System Components	\$717,340
Phase 4 – System Implementation	\$6,565,525
Phase 5 – System Maintenance	-
LMR System Other Direct Costs	\$212,400
<b>LMR System Total</b>	<b>\$22,896,486</b>

<b>LTE SYSTEM</b>	
Phase 0 – Preliminary Phase – Project Startup	\$1,434,602
Phase 1 – System Design	\$845,176
Phase 2 – Site Construction and Site Modification	\$5,061,231
Phase 3 – Supply LTE System Components	\$499,790
Phase 4 – System Implementation	\$1,137,460
Phase 5 – System Maintenance	-
LTE System Other Direct Costs	\$518,680
<b>LTE System Total</b>	<b>\$9,496,939</b>

<b>MAXIMUM CONTRACT SUM</b>	<b>\$32,393,425</b>
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## 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

May 7, 2015

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

Dear Directors:

### **COMMUNITY RELATIONS CONSULTANT SERVICES**

#### **SUBJECT**

Board approval is requested to accept services from the County of Los Angeles Chief Executive Office per a Delegated Authority Agreement with G. F. Bunting & Company (G. F. Bunting), on behalf of the Authority, for community relations professional consultant services.

#### **RECOMMENDED ACTION**

It is recommended that your Board:

1. Accept services from County of Los Angeles Chief Executive Office per a Delegated Authority Agreement with G. F. Bunting, on behalf of the Authority, for community relations professional consultant services, for a term of one year with a not-to-exceed amount of \$100,000, substantially similar in form to Enclosure 1;
2. Reimburse the County of Los Angeles for such services, which are an allowable expense under the Broadband Technology Opportunity Program (BTOP) grant.

#### **BACKGROUND**

On September 1, 2010, the Department of Commerce's National Telecommunications and Information Administration (NTIA) awarded the Authority a Comprehensive Community Infrastructure (CCI) BTOP grant to develop and deploy a 700 MHz public safety mobile broadband network across the County of Los Angeles.

**AGENDA ITEM L**

On March 24, 2015, the Los Angeles County of Los Angeles (County) Board of Supervisors took action to halt the Authority's Public Safety Broadband Network (PSBN) construction on sites belonging to the County of Los Angeles Fire Department. Correspondingly, on April 1, 2015, the City of Los Angeles (City) City Council took action to halt the Authority's PSBN construction on sites belonging to the City of Los Angeles Police Department (LAPD) and City of Los Angeles Fire Department sites.

The significant loss of these sites resulted in the National Oceanic and Atmospheric Administration (NOAA) Grants Management Division, on behalf of NTIA, notifying the Authority on April 3, 2015, to suspend all work, with certain limited exception, related to the PSBN project and issued a corrective action plan (CAP) that required the Authority to provide a response by April 13, 2015.

On April 13, 2015, the Authority submitted a response to the CAP which provided an alternative system solution with various augmentation strategies to mitigate any loss of coverage and capacity due to the reduction of the sites belonging to the County Fire Department, LAPD, and the City Fire Department.

On April 14, 2015, the County took action to approve the Authority's CAP response permitting PSBN infrastructure at a smaller number of County owned, operated, or controlled sites and allowed construction to begin or continue at those sites set forth in the CAP response. However, the County requested additional public outreach efforts prior to construction commencing at certain County owned sites. Likewise, on April 17, 2015, the Los Angeles City Council approved a motion to reinstate the LAPD sites which the Authority reflected as an additional strategy in the form of an addendum to the CAP response. The City also requested continued outreach to key stakeholders.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Both the County and City requested increased outreach efforts be conducted by the Authority to communicate the projects purpose, needs and benefits; provide information about the sites within the impacted areas; educate the public on important public safety aspects of the project; and solicit community members' questions and concerns, which was taken into consideration and addressed as part of the CAP response.

The purpose of the recommended action is to provide much needed services quickly to the Authority, to allow the Authority to utilize the community relations consultant services of G. F. Bunting to increase its outreach efforts as requested by the County and City.

It is necessary to secure the services of G. F. Bunting as they will be able to assist the Authority with certain outreach efforts, in particular as it relates to media outreach, which the Authority currently does not have access to. As such, G. F. Bunting will be able to provide the Authority with earned media services, opinion pieces, press availability and direct mail services, editorial boards, etc., as appropriate, to communities within Los Angeles County, and other counties as may be necessary, to communicate the projects purpose, needs and benefits; provide information about the sites within the impacted areas and educate the public on important public safety aspects of the LA-RICS project.

Additionally, the scope of work set forth in the enclosed draft Delegated Authority Agreement, contemplates media outreach services for the Land Mobile Radio System (LMR System) in addition to the PSBN, should the need for such services arise.

**FISCAL IMPACT/FINANCING**

The annual not-to-exceed amount will be \$100,000, although, it is the Authority's expectation that the entirety of these funds will not be expended. The hourly rates for the G. F. Bunting's services are set forth in the below table and are consistent with the existing County Fire Department Delegated Authority Agreement rates with G. F. Bunting.

<b>NAME</b>	<b>POSITION</b>	<b>HOURLY RATE</b>
Glenn Bunting	President	\$395
David Satterfield	Executive VP	\$395
Aaron Curtiss	Senior Executive	\$395
Russ Stanton	Senior Executive	\$395
Ralph Frammolino	Senior Executive	\$395
Phil Bunting	VP of Operations	\$195
Miranda Jilka	Account Executive	\$195

The community relations consultant services for the PSBN will be paid out of BTOP grant funds. The community relations consultant services for the LMR System will be paid out of the State Homeland Security Grant Program (SHSGP) and/or the Urban Area Security Initiative (UASI) grant funds.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Authority's counsel has review the recommended action.



LA-RICS Board of Directors

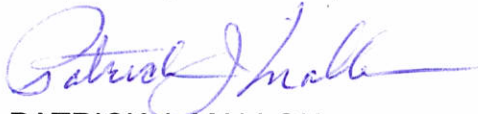
May 7, 2015

Page 4

**AGREEMENTS/CONTRACTING PROCESS**

Upon your Board's approval of the recommended action, the enclosed Delegated Authority Agreement will be executed.

Respectfully submitted,



PATRICK J. MALLON  
EXECUTIVE DIRECTOR

PJM:JA:jh

X:\11-Agendas & Minutes (JPA Board of Directors)\01-AGENDAS\2015 Agenda\05-07-15\Agenda Item L - Board Letter - Bunting Group DAA Board Letter\_05-01-15.docx

Enclosure

c: Counsel to the Authority

**AGENDA ITEM L**



# DELEGATED AUTHORITY AGREEMENT FOR COMMUNITY RELATIONS CONSULTING SERVICES

BETWEEN

THE COUNTY OF LOS ANGELES  
AND

G.F. BUNTING & COMPANY

DELEGATED AUTHORITY AGREEMENT CONTRACT NUMBER: AO-15-054

**AGENDA ITEM L - ENCLOSURE**

DELEGATED AUTHORITY AGREEMENT FOR  
COMMUNITY RELATIONS CONSULTING SERVICES

DELEGATED AUTHORITY AGREEMENT CONTRACT NUMBER: AO-15-054

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
Recitals.....	1
1.0 Applicable Documents.....	1
2.0 Definitions.....	2
3.0 Work.....	2
4.0 Term of Contract .....	2
5.0 Contract Sum.....	3
6.0 Administration of Contract - COUNTY .....	4
7.0 Administration of Contract - CONTRACTOR .....	5
7.1 CONTRACTOR Project Manager .....	5
7.2 Approval of CONTRACTOR’S Staff .....	5
7.3 Background and Security Investigations .....	5
8.0 Standard Terms and Conditions .....	6
8.1 Amendments .....	6
8.2 Assignments and Delegation .....	6
8.3 Authorization Warranty.....	7
8.4 Budget Reductions.....	7
8.5 Compliance with Applicable Law.....	7
8.6 Compliance with Civil Rights Laws.....	7
8.7 Compliance with the County’s Jury Service Program .....	8
8.8 Conflict of Interest .....	9
8.9 Consideration of Hiring County Employees Targeted for Layoff/or Re-employment List.....	10
8.10 Consideration of Hiring GAIN/GROW Participants.....	10
8.11 Contractor Responsibility and Debarment.....	10
8.12 Contractor’s Acknowledgment of County’s Commitment to the Safely Surrendered Baby Law .....	13
8.13 Contractor’s Warranty of Adherence to County’s Commitment to County’s Child Support Compliance Program.....	13
8.14 Contractor’s Warranty of Compliance with County’s Defaulted Property Tax Reduction Program .....	14
8.15 County’s Quality Assurance Plan .....	14

8.16	Damage to County Facilities, Buildings or Grounds.....	14
8.17	Employment Eligibility Verification.....	14
8.18	Facsimile Representations .....	15
8.19	Fair Labor Standards .....	15
8.20	Force Majeure .....	15
8.21	Governing Law, Jurisdiction and Venue.....	16
8.22	Independent Contractor Status .....	16
8.23	Indemnification .....	17
8.24	General Insurance Requirements .....	17
8.25	Insurance Coverage Requirements .....	21
8.26	Liquidated Damages .....	22
8.27	Approval of Work.....	23
8.28	Nondiscrimination and Affirmative Action.....	23
8.29	Non Exclusivity .....	24
8.30	Notice of Delays .....	24
8.31	Notice of Disputes .....	25
8.32	Notice to Employees Regarding the Federal Earned Income Credit.....	25
8.33	Notice to Employees Regarding the Safely Surrendered Baby Law.....	25
8.34	Notices .....	25
8.35	Confidentiality.....	26
8.36	Public Records Act.....	26
8.37	Publicity.....	27
8.38	Record Retention and Inspection/Audit Settlement.....	27
8.39	Recycled Bond Paper .....	28
8.40	Subcontracting .....	29
8.41	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	30
8.42	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Program.....	30
8.43	Termination for Convenience .....	30
8.44	Termination for Default.....	31
8.45	Termination for Improper Consideration.....	32
8.46	Termination for Insolvency .....	33
8.47	Termination for Non-Adherence of County Lobbyist Ordinance .....	33
8.48	Termination for Non-appropriation of Funds .....	34
8.49	Validity.....	34

---

8.50 Waiver .....	34
8.51 Warranty Against Contingent Fees .....	34
8.52 County Lobbyists.....	35
8.53 Prohibition from Involvement in the Bidding Process of Future RFPs.....	35
8.54 Proprietary Rights.....	35
8.55 Licenses, Permits, Registrations and Certificates .....	35
8.56 Counterparts .....	36
8.57 Time Off for Voting .....	36
<b>9.0 Intentionally Omitted</b>	
<b>Signatures .....</b>	<b>37</b>
<b>Exhibits.....</b>	<b>38</b>
<u>Standard Exhibits</u>	
A. Statement of Work.....	38
B. Pricing Schedule .....	41
C. Contractor’s EEO Certification .....	42
D. Consultant Employee Acknowledgment and Confidentiality Agreement .....	43
E. Invitation for Bids/Request for Proposals Grounds for Rejection.....	45
F. Safely Surrendered Baby Law .....	46
G. Consultant Non-Employee Acknowledgment and Confidentiality Agreement.....	48

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
G.F. BUNTING & COMPANY  
FOR  
COMMUNITY RELATIONS CONSULTING SERVICES**

This CONTRACT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between the County of Los Angeles (hereafter "COUNTY") and G. F. Bunting & Company (hereafter referred to as "CONTRACTOR" or "CONSULTANT"), to provide COUNTY with consulting services.

**RECITALS**

WHEREAS, CONTRACTOR desires to provide, and COUNTY desires to acquire from CONTRACTOR, services as a consultant.

WHEREAS, CONTRACTOR is a firm of recognized professionals with extensive experience and training in their specialized field. In rendering these services CONTRACTOR shall at a minimum, exercise the ordinary care and skill expected from the average practitioner in CONTRACTOR's profession acting under similar circumstances.

WHEREAS, the Board of Supervisors has authorized the Chief Executive Officer, pursuant to Government Code Sections 23005 and 31000, to enter into contracts for such specialized consulting services.

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

**1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, and G and H, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

**Standard Exhibits:**

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - Consultant Employee Acknowledgement and Confidentiality Agreement
- 1.5 EXHIBIT E - Invitation For Bid/Request For Proposals Grounds For Rejection

- 1.6 EXHIBIT F - Safely Surrendered Baby Law
- 1.7 EXHIBIT G - Consultant Non-Employee Acknowledgement and Confidentiality Agreement

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to subparagraph 8.1 - Amendments and signed by both parties.

## **2.0 DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **“Agreement or Contract”** shall mean a contract executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Exhibit A – Statement of Work.
- 2.2 **“CONTRACTOR” or “CONSULTANT”** shall mean the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by the Exhibit A - Statement of Work.
- 2.3 **“Day(s)”** shall mean calendar day(s) unless otherwise specified.
- 2.4 **“Fiscal Year”** shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.

## **3.0 WORK**

- 3.1 Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein Exhibit A - Statement of Work.
- 3.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

## **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract shall commence on May 8, 2015, or upon the date of approval by the COUNTY, whichever is later, and shall expire on May 7, 2016, subject to COUNTY's right to terminate earlier for convenience, non-appropriation of funds, default of CONTRACTOR, substandard performance of CONTRACTOR, non-responsibility of CONTRACTOR, improper consideration given/offered to COUNTY with

respect to the award of this Contract, and breach of warranty to maintain compliance with COUNTY's Child Support Compliance Program.

## **5.0 CONTRACT SUM**

- 5.1 The Maximum Amount of this Contract shall be \$100,000 for the term of this Contract as set forth Paragraph 4.0 - Term of Contract, above. Any costs incurred to complete this project in excess of the maximum not-to-exceed cost will be borne by the CONTRACTOR.
- 5.2 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.
- 5.3 The CONTRACTOR shall maintain a system of record keeping that will allow the CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the CONTRACTOR shall send written notification to the COUNTY Project Manager at the address herein provided in sub paragraph 8.34 – Notices.
- 5.4 No Payment for Services Provided Following Expiration/Termination of Contract

The CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

### **5.5 Invoices and Payments**

- 5.5.1 The CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A – Statement of Work and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR. Payment to CONTRACTOR shall be in arrears and based upon the approval and acceptance of services/deliverables as set forth in Exhibit A – Statement of Work, not to exceed the amounts



reflected in Exhibit B – Pricing Schedule, provided that CONTRACTOR is not in default under any provision of this Contract and has submitted a complete and accurate statement of payment due. COUNTY acceptance of services/deliverables shall not be unreasonably withheld. CONTRACTOR'S fees shall include all applicable taxes, and any additional taxes that are not included remain the responsibility of the CONTRACTOR.

- 5.5.2 The CONTRACTOR's invoices shall be priced in accordance with Exhibit B – Pricing Schedule.
- 5.5.3 The CONTRACTOR's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The CONTRACTOR shall submit the monthly invoices to the COUNTY by the 15<sup>th</sup> calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the COUNTY Project Manager.
- 5.5.6 All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY Project Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- 5.5.7 Local Small Business Enterprises (SBEs) – Prompt Payment Program (*if applicable*). Certified Local SBEs will receive prompt payment for services they provide to COUNTY departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

## **6.0 ADMINISTRATION OF CONTRACT – COUNTY**

**COUNTY Project Manager** – The COUNTY Project Manager shall be responsible for monitoring and evaluating CONTRACTOR's performance in the daily operation of the Contract and provide direction to CONTRACTOR in the areas relating to policy, procedures and other matters within the purview of this Contract. The COUNTY Project Manager for this Contract shall be Wendy Stallworth-Tait, or designee. All work performed under this Contract shall be subject to the approval of the COUNTY Project Manager or designee.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 CONTRACTOR Project Manager**

7.1.1 The CONTRACTOR Project Manager shall be responsible for the CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY Project Manager on a regular basis. The CONTRACTOR Project Manager for this Contract shall be Glenn Bunting.

7.1.2 The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR Project Manager.

### **7.2 Approval of CONTRACTOR's Staff**

CONSULTANT shall provide qualified personnel to perform work and provide "work products" (deliverables) as indicated in the Agreement. COUNTY has the absolute right to approve or disapprove all of the CONTRACTOR's staff performing work hereunder and any proposed changes in the CONTRACTOR's staff, including, but not limited to, the CONTRACTOR Project Manager.

### **7.3 Background and Security Investigations**

7.3.1 At any time prior to or during term of this Contract, the COUNTY may require that all CONTRACTOR's staff performing work under this Contract undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.

7.3.2 COUNTY may request that the CONTRACTOR's staff be immediately removed from working on the County Contract at any time during the term of this Contract. COUNTY will not provide to the CONTRACTOR nor to the CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.

7.3.3 COUNTY may immediately, at the sole discretion of the COUNTY, deny or terminate facility access to the CONTRACTOR's staff that do not pass such investigation(s) to the satisfaction of the COUNTY whose background or conduct is incompatible with COUNTY facility access.

- 7.3.4 Disqualification, if any, of the CONTRACTOR's staff, pursuant to this sub-paragraph 7.3, shall not relieve the CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

- 8.1.1 Any amendment to this Contract, including as set forth in Paragraph 4.0 - Term of Contract, shall be at the mutual consent of the COUNTY and the CONTRACTOR and shall be executed by the Chief Executive Officer, Auditor-Controller, and Executive Officer of the Board of Supervisors, and approved as to form by County Counsel.
- 8.1.2 For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a Change Notice shall be prepared and signed by the COUNTY Project Manager and CONTRACTOR Project Manager.
- 8.1.3 For any change affecting CONTRACTOR's project personnel, CONTRACTOR shall submit written notification and request to effect the change to the COUNTY Project Manager; the COUNTY Project Manager or designee may accept or reject CONTRACTOR's written notification and request.

### **8.2 ASSIGNMENTS AND DELEGATION**

- 8.2.1 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, which is in its sole discretion to grant or not. Any attempted assignment or delegation without such written consent shall be null and void. For purposes of this sub-paragraph, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.
- 8.2.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring an Amendment in accordance with all

applicable provisions of this Contract, including the need for an Amendment.

- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

### **8.3 AUTHORIZATION WARRANTY**

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

### **8.4 BUDGET REDUCTIONS**

COUNTY retains the right to renegotiate the terms, conditions and fees during the period of the Agreement if such renegotiation is necessitated by budget shortfalls and reductions.

### **8.5 COMPLIANCE WITH APPLICABLE LAW**

8.5.1 The CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.5.2 The CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

### **8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The CONTRACTOR 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 of physical handicap, marital status, political affiliation, or national origin, be excluded from

participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The CONTRACTOR shall comply with Exhibit C - Contractor's EEO Certification.

## **8.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.7.1 Jury Service Program:**

This Contract is subject to the provisions of the COUNTY'S ordinance entitled CONTRACTOR Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

### **8.7.2 Written Employee Jury Service Policy**

8.7.2.1 Unless the CONTRACTOR has demonstrated to the COUNTY's satisfaction either that the CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

8.7.2.2 For purposes of this sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the CONTRACTOR uses any Subcontractor to perform services for the COUNTY

under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

8.7.2.3 If the CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY's satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.

8.7.2.4 CONTRACTOR's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

## **8.8 CONFLICT OF INTEREST**

8.8.1 No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY's approval or ongoing evaluation of such work.

8.8.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to

be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

**8.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

**8.10 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS**

8.10.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR. CONTRACTORS shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of qualified GAIN/GROW job candidates.

8.10.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

**8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

8.11.1 Responsible CONTRACTOR

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible CONTRACTORS.

#### 8.11.2 Chapter 2.202 of the County Code

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

#### 8.11.3 Non-responsible CONTRACTOR

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

#### 8.11.4 Contractor Hearing Board

8.11.4.1 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.11.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed



decision prior to its presentation to the Board of Supervisors.

- 8.11.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.11.4.4 If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 8.11.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 8.11.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to

the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### 8.11.4.7 Subcontractors of CONTRACTOR

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

### **8.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

### **8.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.13.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

8.13.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**8.14 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

**8.15 COUNTY'S QUALITY ASSURANCE PLAN**

COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvements/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Agreement.

**8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

8.16.1 The CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by the CONTRACTOR or employees or agents of the CONTRACTOR. Such repairs shall be made immediately after the CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by the CONTRACTOR by cash payment upon demand.

**8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

8.17.1 The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other

documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.17.2 The CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.18 FACSIMILE REPRESENTATIONS**

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.19 FAIR LABOR STANDARDS**

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

#### **8.20 FORCE MAJEURE**

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of CONTRACTOR shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both CONTRACTOR and such subcontractor, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event CONTRACTOR's failure to perform arises out of a force majeure event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

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

## **8.22 INDEPENDENT CONTRACTOR STATUS**

- 8.22.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 8.22.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The

CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

8.22.4 The CONTRACTOR shall adhere to the provisions stated in subparagraph 8.35 - Confidentiality.

### **8.23 INDEMNIFICATION**

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") 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 and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

### **8.24 GENERAL INSURANCE REQUIREMENTS**

Without limiting CONTRACTOR's indemnification of COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

#### **8.24.1 Evidence of Coverage and Notice to COUNTY**

A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Subcontractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.

Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Los Angeles Regional Interoperable Communications  
System (LA-RICS) Project  
Attention: Wendy Stallworth-Tait, Executive Assistant  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
(323) 881-8311

CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a CONTRACTOR employee occurring on COUNTY property, and any loss, disappearance, destruction, misuse, or theft of COUNTY property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify COUNTY of any third party claim or suit filed against CONTRACTOR or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

#### 8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively COUNTY and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions,

whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

CONTRACTOR'S failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase the Required Insurance, and without further notice to CONTRACTOR'S, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.

8.24.6 Contractor's Insurance Shall Be Primary

CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.



#### 8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### 8.24.8 Subcontractor Insurance Coverage Requirements

CONTRACTOR shall include all Subcontractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each Subcontractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the COUNTY and CONTRACTOR as additional insureds on the Subcontractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any Subcontractor request for modification of the Required Insurance.

#### 8.24.9 Deductibles and Self-Insured Retentions (SIRs)

CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### 8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### 8.24.11 Application of Excess Liability Coverage:

CONTRACTOR may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

All liability policies shall provide cross liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 COUNTY Review and Approval of Insurance Requirements

The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

**8.25 INSURANCE COVERAGE REQUIREMENTS**

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY 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

8.25.2 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 CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If 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 COUNTY as the Alternate Employer, and the

endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- 8.25.4 Professional Liability/Errors and Omissions Insurance covering CONTRACTOR's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, CONTRACTOR 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.

## **8.26 LIQUIDATED DAMAGES**

- 8.26.1 If, in the judgment of the Department Head, or his/her designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the CONTRACTOR over a certain time span, the Department Head, or his/her designee, will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the CONTRACTOR'S payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total

costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the Performance Requirements Summary (PRS) or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

## **8.27 APPROVAL OF WORK**

All tasks, "work products" (deliverables), services or other work performed by CONTRACTOR are subject to the written approval of the COUNTY Project Manager or designee. Approval or rejection of deliverable(s) will not be unreasonably withheld by COUNTY.

## **8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.28.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The CONTRACTOR shall certify to, and comply with, the provisions of Exhibit C- Contractor's EEO Certification.

8.28.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The CONTRACTOR 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.
- 8.28.5 The CONTRACTOR 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 Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the COUNTY.
- 8.28.7 If the COUNTY finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

#### **8.29 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Contract shall not restrict the COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources.

#### **8.30 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to

delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

**8.31 NOTICE OF DISPUTES**

The CONTRACTOR shall bring to the attention of the COUNTY Project Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Project Manager is not able to resolve the dispute, the Department Head, or designee shall resolve it.

**8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The CONTRACTOR shall notify its employees, and shall require each 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.

**8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles COUNTY, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**8.34 NOTICES**

8.34.1 Notices required or permitted to be given under the terms of this Contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box.

The notices and envelopes containing same to COUNTY shall be addressed to:

Los Angeles Regional Interoperable Communications  
System (LA-RICS) Project  
Attention: Wendy Stallworth-Tait, Executive Assistant  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
(323) 881-8311

The notices and envelopes containing same to CONTRACTOR shall be addressed to:

Philip Bunting, Vice President of Operations  
G.F. Bunting & Company  
One Sansome Street 32<sup>nd</sup> Floor  
San Francisco, CA 94104  
(503) 360-7082

8.34.2. In the event of suspension or termination of this Agreement, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

### **8.35 CONFIDENTIALITY**

CONTRACTOR shall maintain the confidentiality of all its records, including but not limited to billing, COUNTY records, case records and patient records, in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract. As a condition of employment, all employees of CONTRACTOR must sign and adhere to the attached Consultant Employee Acknowledgment and Confidentiality Agreement (Exhibit D). Further, CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the Consultant Non-Employee Acknowledgment and Confidentiality Agreement (Exhibit G). These Confidentiality Agreements shall be filed in CONTRACTOR's personnel records for the employees and agents and CONTRACTOR shall provide a copy to COUNTY upon request.

### **8.36 PUBLIC RECORDS ACT**

8.36.1 Any documents submitted by the CONTRACTOR; all information obtained in connection with the COUNTY's right to audit and inspect the CONTRACTOR's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as any documents which were required to be submitted in response to a Request for Proposals (RFP) if used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements that meet the exceptions set forth in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be 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.

8.36.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

### **8.37 PUBLICITY**

8.37.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

- The CONTRACTOR shall develop all publicity material in a professional manner; and
- During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the COUNTY’s Project Manager. The COUNTY shall not unreasonably withhold written consent.

8.37.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

### **8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and



employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

### **8.39 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees

to use recycled-content paper to the maximum extent possible on this Contract.

#### **8.40 SUBCONTRACTING**

8.40.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR without the advance written approval of the COUNTY. Any attempt by the CONTRACTOR to subcontract without first obtaining prior written approval and the prior consent of the COUNTY may be deemed a material breach of this Contract.

8.40.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly to the COUNTY:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the COUNTY.

8.40.3 The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the CONTRACTOR employees.

8.40.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.

8.40.5 The COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.

8.40.6 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY's consent to subcontract.

8.40.7 CONTRACTOR shall include all Subcontractors as insureds under Contractor's own policies, or shall provide COUNTY with each Subcontractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Subcontractor complies with the required insurance provisions set forth in this Contract.

**8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in sub-paragraph 8.13 - Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to sub-paragraph 8.44 - Termination for Default and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

**8.42 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX PROGRAM**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in sub-paragraph 8.14 Contractor's Warranty of Compliance with COUNTY's Defaulted Property Tax Reduction Program, shall constitute default under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure of CONTRACTOR to cure such default within 10 days of notice shall be grounds upon which COUNTY may terminate this contract and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206.

**8.43 TERMINATION FOR CONVENIENCE**

8.43.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.43.2 After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.43.3 After receipt of the Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, its termination claim and

invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.

8.43.4 Subject to the provisions of the subparagraphs 8.43.1 and 8.43.2, above, COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid to CONTRACTOR by reason of the total or partial termination of work pursuant to this Paragraph. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Agreement as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

8.43.5 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

#### **8.44 TERMINATION FOR DEFAULT**

8.44.1 The COUNTY may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Project Manager:

- CONTRACTOR has materially breached this Contract; or
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

8.44.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in sub-paragraph 8.44.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the

COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

- 8.44.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in sub-paragraph 8.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this paragraph 8.44, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 8.44.4 If, after the COUNTY has given notice of termination under the provisions of this paragraph 8.44, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this paragraph 8.44, or that the default was excusable under the provisions of sub-paragraph 8.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 8.43 - Termination for Convenience.
- 8.44.5 The rights and remedies of the COUNTY provided in this paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.45 TERMINATION FOR IMPROPER CONSIDERATION**

- 8.45.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer,

employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the Contractor.

8.45.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.45.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.46 TERMINATION FOR INSOLVENCY**

8.46.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the CONTRACTOR; or
- The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

8.46.2 The rights and remedies of the COUNTY provided in this paragraph 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The CONTRACTOR, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the CONTRACTOR or

any County Lobbyist or County Lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

**8.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

**8.49 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

**8.50 WAIVER**

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.51 WARRANTY AGAINST CONTINGENT FEES**

8.51.1 The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

8.51.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **8.52 COUNTY LOBBYISTS**

Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any COUNTY lobbyist retained by CONTRACTOR to fully comply with the COUNTY Lobbyist Ordinance shall constitute a material breach of this Contract upon which COUNTY may immediately terminate or suspend this Contract. CONTRACTOR shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. CONTRACTOR warrants that it is not now aware of any facts which do or could create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

## **8.53 PROHIBITION FROM INVOLVEMENT IN THE BIDDING PROCESS OF FUTURE RFPs**

CONTRACTOR understands and agrees that neither CONTRACTOR nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposals (RFPs) developed or prepared by or with the assistance of CONTRACTOR's services rendered pursuant to this Agreement, whether as a prime contractor or subconsultant, or as a contractor to any other prime contractor or subconsultant. Any such involvement by CONTRACTOR shall result in the rejection by COUNTY of the bid or proposal by the prime contractor in question.

## **8.54 PROPRIETARY RIGHTS**

All materials, data and other information of any kind obtained from COUNTY personnel, and all materials, data, reports and other information of any kind developed by CONTRACTOR under this Agreement are confidential to and are solely the property of COUNTY. CONTRACTOR shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this Paragraph shall survive the expiration or other termination of this Agreement.

## **8.55 LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES**

CONSULTANT shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates, if any, required by law, which are applicable to the performance of this Agreement, and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and





IN WITNESS THEREOF, COUNTY has caused this Contract to be executed by the Chief Executive Officer. CONTRACTOR has caused this Contract to be executed by its duly authorized representative.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
SACHI A. HAMAI  
Interim Chief Executive Officer

Date \_\_\_\_\_

By \_\_\_\_\_  
PATRICK OGAWA  
Acting Executive Officer  
Board of Supervisors

By \_\_\_\_\_  
JOHN NAIMO  
Auditor-Controller

APPROVED AS TO FORM:

MARK J. SALADINO  
County Counsel

By \_\_\_\_\_  
Deputy County Counsel

CONTRACTOR

By \_\_\_\_\_  
G.F. BUNTING & COMPANY

\_\_\_\_\_  
Taxpayer Identification No.

## **STATEMENT OF WORK**

CONSULTANT shall provide the following community relations professional consultant services in accordance with the Statement of Work, Exhibit A, of this Contract, to the Los Angeles Regional Interoperable Communications System (LA-RICS) Project. This Statement of Work, and all tasks and deliverables herein, shall be for the Long Term Evolution (LTE) portion of the LA-RICS Project, but may also include any tasks or deliverables for the Land Mobile Radio (LMR) portion of the LA-RICS Project, as needed, as it relates to Community Relations.

### **1.0 PURPOSE**

LA-RICS has a need to accelerate its community outreach effort to solidify support of Los Angeles County residents for the LTE Public Safety Broadband Network (PSBN) project, as well as address specific concerns regarding the impact on the health, aesthetics and property values on those living within a 300-500-foot radius of each of the 84 sites planned as part of the PSBN.

This effort represents the third phase of an outreach strategy that LA-RICS started in late 2013 and has resulted in more than 120 meetings with city managers, city planning and development officials, IT experts, and police and fire chiefs for 82 independent, partial or full-contract cities within Los Angeles County. This plan responds to a March 24th motion by the Los Angeles County Board of Supervisors (BOS) mandating additional outreach and educational presentations in communities that have expressed opposition to the project.

This Phase Three effort will utilize a number of components to communicate that a 21<sup>st</sup> century LTE network will transform Public Safety for the 10 million residents of Los Angeles County. The communications program will focus on the understandable concerns and interests of numerous stakeholders in Los Angeles County including, but not limited to: first and secondary responders, community organizers, residents, public officials and media.

1. The LTE network uses state-of-the-art technology that incorporates rigorous, up-to-date safety standards. The radiation frequency emitted by LTE sites is less than the average citizen's exposure to daily cell phone use. The communications program will encompass research from academic experts who have studied LTE short-term and long-term impacts, most significantly on health.
2. Effective and interoperable communication provided by the LA-RICS LTE network is essential to making our communities safer, not only for citizens but also for our first and secondary responders, who put their own safety ahead of the public. The entirely new forms of information and intelligence provided by the LTE network include, but are not limited to:

- a. The ability for fire command to assess the structural capability of a threatened building before sending in fire or rescue teams;
- b. The ability for police command to assess crowd dynamics and evaluate the most effective positions for crowd control;
- c. Automating the transfer of information from one 911 center to another, electronically, without endangering responders;
- d. The ability to monitor the health and safety of responders in a situation and to know automatically when a responder is hurt and direct assistance based on real-time information.

## **2.0 COMMUNICATIONS TACTICS**

CONSULTANT shall provide earned media, opinion pieces, press availability, and direct mail, as appropriate to communities within the Los Angeles County, and other Counties as may be necessary, as the LA-RICS Project, collectively LTE and LMR, gain traction in neighborhood and regional news outlets.

1. **Earned Media.** Community newspapers, a number of which have already inquired about the project, can serve as an invaluable resource for providing information to targeted local audience. CONSULTANT will engage in a more proactive effort to place favorable stories about the LA-RICS Project in those local press outlets where many of the construction will occur. As part of this effort, CONSULTANT will develop media-appropriate materials and background explaining the need for and countering the criticism of the LA-RICS Project, including an explanation regarding why the project received a California Environmental Quality Act (CEQA) exemption.
2. **Editorial Boards.** In addition to earned media in the news pages, CONSULTANT will prepare a presentation for local newspaper editorial boards asking for endorsement of the project. Favorable editorials will help reinforce the messaging presented in community meetings and through news coverage, and will assure community leaders that the LA-RICS Project is both necessary and safe.
3. **Third-Party Endorsers.** CONSULTANT will work with local and county fire and police chiefs to speak on behalf of the project through media interviews and newspaper opinion pieces. Few other endorsers have the respect and knowledge to address LTE PSBN in an authoritative way. In addition to seeking general press availability, CONSULTANT will seek to mobilize the safety leaders in the more problematic communities through speeches and presentations to local civic organizations such as chambers of commerce, Rotary and business groups. These groups typically include community influencers who shape local public opinion, and their support is important for reaching an understanding and buy-in of the project.

### **3.0 DELIVERABLES**

CONSULTANT shall prepare and deliver to LA-RICS the following materials as proof of completion:

- Earned media;
- Editorials endorsements;
- Editorial Boards;
- Direct Mail Postcard; and
- Other documents evidencing completion, as requested.

### **4.0 UNANTICIPATED ADDITIONAL TASKS**

As requested and approved by LA-RICS, CONSULTANT shall perform any additional community relations work/task that may be required by local governing bodies to perform additional community outreach efforts to solidify support among Los Angeles County residents regarding the LA-RICS Project, collectively LTE and LMR, including coordinating, participating in, or assisting with community meetings and interactions with the public.

\* \* \*

## **PRICING SCHEDULE**

**MAXIMUM NOT TO EXCEED CONTRACT COST/SET FEE: \$100,000** for services rendered consistent with the Statement of Work/Deliverables (Exhibit A) during the term of this Agreement at the direction of the COUNTY Project Manager. Payment shall be made in arrears in a manner and subject to the conditions as set forth here and in Paragraph 5.0, Contract Sum, of this Contract. Any costs incurred to complete this project in excess of the maximum not-to-exceed cost shall be borne by the CONTRACTOR.

**EXPENSES:** All of CONSULTANT's expenses, including but not limited to telephone, clerical support, video and audio supplies, mileage, etc., are included in the above consulting fee.

**RATES:**

<b>NAME</b>	<b>POSITION</b>	<b>HOURLY RATE</b>
Glenn Bunting	President	\$395
David Satterfield	Executive VP	\$395
Aaron Curtiss	Senior Executive	\$395
Russ Stanton	Senior Executive	\$395
Ralph Frammolino	Senior Executive	\$395
Phil Bunting	VP of Operations	\$195
Miranda Jilka	Account Executive	\$195

EXHIBIT C

**CONTRACTOR'S EEO CERTIFICATION**

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- |    |   |                              |                             |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

\_\_\_\_\_  
Authorized Official's Printed Name and Title

\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Date

**CONSULTANT EMPLOYEE ACKNOWLEDGMENT  
AND CONFIDENTIALITY AGREEMENT**

**General Information**

Your employer, \_\_\_\_\_, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this consultant employee acknowledgment and confidentiality agreement.

**Employer Acknowledgment**

I understand that \_\_\_\_\_ is my sole employer for purposes of this Agreement.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, \_\_\_\_\_, and the County of Los Angeles.

\_\_\_\_\_ (Initial and date)

**Confidentiality Agreement**

As an employee of \_\_\_\_\_, you may be involved with work pertaining to County services, and, if so, you may have access to confidential data pertaining to persons and/or entities represented by the County of Los Angeles. The County has a legal obligation to protect all confidential data in its possession, especially data concerning health, criminal and welfare recipient as well as that protected by the attorney/client privilege. Consequently, you must sign this Confidentiality Agreement for the County of Los Angeles.

Please read the attached Agreement and take due time to consider it prior to signing.



**CONSULTANT EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT**

I hereby agree that I will not divulge to any unauthorized person, data obtained while performing work pursuant to the contract between \_\_\_\_\_ and the County of Los Angeles.

I agree to forward all requests for the release of information received by me to my immediate supervisor.

I have been informed by my employer of Article 9 of Chapter 4 of Division 3 (Commencing with 6150) of the California Business and Professions Code (i.e. State Bar Act provisions regarding unlawful solicitations as a runner or capper for attorneys) which states:

". . . It is unlawful for any person, in his individual capacity or in his capacity as a public or private employee, or for any firm, corporation or partnership or association to act as a runner or capper for any such attorneys to solicit any business for such attorneys. . ."

I have also been informed by my employer of Labor Code Section 3219 (i.e. provisions stating it is a felony to offer compensation to claims adjusters and/or for adjusters to accept compensation) which states:

". . . any person acting individually or through his or her employee or agents, who offers or delivers any rebate, refund, commission, preference, patronage, dividend, discount, or other consideration to any adjuster of claims for compensation, as defined in Section 3207, as compensation, inducement, or reward for the referral or settlement of any claim, is guilty of a felony. . ."

I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor, and I agree to ensure that said supervisor reports such violation to the County of Los Angeles, Department of Human Resources. I agree to return all confidential materials to my immediate supervisor upon termination of my employment with \_\_\_\_\_ or upon completion of the presently assigned work task, whichever occurs first.

I acknowledge that violation of this Agreement & Acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

Signature \_\_\_\_\_ Dated \_\_\_\_\_

Printed Name \_\_\_\_\_

Position/Title \_\_\_\_\_

**INVITATION FOR BID/REQUEST FOR PROPOSAL  
GROUNDS FOR REJECTION**

*Los Angeles County Code Chapter 2.180.010, Certain Contracts Prohibited*, sets forth, among other things, the following:

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Consultant, or (2) participated in any way in developing the Contract or its service specifications; and
- d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

Consultant hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within the scope of Code Section 2.180.010 as outlined above.

\_\_\_\_\_  
Typed Name and Title of Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Safely Surrendered Baby Law

*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723  
www.babysafela.org

# Safely Surrendered Baby Law



*Babies can be safely surrendered to staff at any hospital or fire station in Los Angeles County*

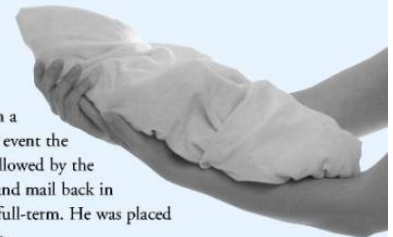
## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a business reply envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

**EXHIBIT G**

**CONSULTANT NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Consultant Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Consultant referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Consultant Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Consultant referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Consultant referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Consultant for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Consultant and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Consultant.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Consultant proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Consultant or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Consultant any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Consultant upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_



## 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

May 7, 2015

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

Dear Directors:

### **FIBER USE AGREEMENT WITH THE COUNTY OF LOS ANGELES**

#### **SUBJECT**

Board approval is requested to authorize the Executive Director to complete negotiations with the County and execute in substantially similar form, a Fiber Use Agreement between the County of Los Angeles ("County") and the Authority to allow the Authority to use the County's Fiber Ring to create a Fiber Ring for LA-RICS' operations ("LA-RICS Fiber Ring"). The County and LA-RICS Fiber Rings will be used to design, test, implement, and operate equipment to support user applications of both the Public Safety Broadband Network (PSBN) and the Land Mobile Radio (LMR) System, per the terms and conditions of the enclosed Agreement. The Agreement will be substantially similar in form to the enclosure.

#### **RECOMMENDED ACTION**

It is recommended that your board:

Delegate authority to the Executive Director to complete negotiations with the County and execute an Agreement, substantially similar in form to Enclosure A, with the County to allow the Authority to use the County's Fiber Ring, on a gratis basis, to design, test, implement, operate, and create the LA-RICS Fiber Ring, for the PSBN and LMR Systems.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On March 6, 2014, your Board delegated Authority to the Executive Director to execute an Agreement with Motorola Solutions, Inc. (MSI) to design and implement the PSBN. As part of this contract, the Authority has incorporated into the PSBN design, use of the

**AGENDA ITEM M**

fiber communications rings owned and operated by the City of Los Angeles and the County of Los Angeles respectively. Since that time, Authority staff has moved forward with preparing and negotiating with County staff, a Fiber Use Agreement for use of the County Fiber Ring.

The County Fiber Ring consists of fiber optic cables and associated equipment and infrastructure located at five (5) County facilities owned by the County of Los Angeles Fire Department (Fire), Sheriff's Department (Sheriff) or the Internal Services Department (ISD). These five (5) County facilities consist of the Fire Command and Control Facility (FCCF), Eastern Avenue Microwave (Eastern), Sheriff's Communication Center (SCC), Eastern Mechanical Building (EMB), and the Emergency Operations Center (EOC). The LA-RICS Fiber Ring will be a new ring created by the Authority that utilizes a pair of fiber optic cables from the County Fiber Ring, along with necessary optical multiplexer and related equipment ("Equipment") to be purchased by the Authority, to create the Fiber Ring for the Authority's operations.

The Authority will purchase the necessary Equipment that will help to create the LA-RICS Fiber Ring and install and commission that Equipment through MSI, at the five (5) County facilities listed above, as needed that are connected via the existing County Fiber Ring. The County will assist by allowing the Authority to use the County Fiber Ring to design, test, implement, operate, and create the LA-RICS Fiber Ring to support user applications, per the terms and conditions of the Fiber Ring Agreement. The County will in the future, use the LA-RICS Fiber Ring for its own operations as part of a future County-wide Fiber Ring network for Sheriff and Fire.

While the County and Authority staff is still working out the specifics of maintenance of the LA-RICS Fiber Ring, it is contemplated that the Authority will maintain the LA-RICS Fiber Ring in the first year after implementation, and thereafter, Sheriff and/or Fire will maintain the ring.

Approval to complete negotiations on this Agreement and execute it in substantially similar form will provide access to the County's Fiber Ring. The Authority will return to your Board at a later date with a similar agreement for a City Fiber Ring.

### **ENVIRONMENTAL DOCUMENTATION**

Execution of the Fiber Use Agreement is exempt from review under California Environmental Quality Act (CEQA), because it is not a project as defined in Sections 15378(b) (2) and (b)(5) and 15061(b)(3) of the State CEQA Guidelines. Approval of the Fiber Use Agreement is an administrative activity of government, which will not result in direct or indirect physical changes to the environment. The Authority's purchase and use of selected equipment to create the LA-RICS Fiber Ring is also categorically exempt from the provisions of CEQA under State CEQA Guidelines Sections 15301(a) and 15303. The County fiber currently exists and equipment needed to create the LA-RICS Fiber Ring will be installed inside existing telecommunications



buildings. The equipment will not be installed in sensitive environments, and as to all exemptions cited there are no cumulative impacts, unusual circumstances or other limiting factors that would make the exemptions inapplicable.

**FISCAL IMPACT/FINANCING**

All costs for improvements and purchase of equipment to create the LA-RICS Fiber Ring for successful use by the PSBN will be paid for by Broadband Technologies Opportunity Project (BTOP) grant funds.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Authority's counsel has reviewed the recommended action.

**CONCLUSION**

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

Respectfully submitted,



PATRICK J. MALLON  
EXECUTIVE DIRECTOR

PJM:WST:pl

x:\1-agendas & minutes (jpa board of directors)\01-agendas\2015 agenda\05-07-15\agenda item m - board letter - fiber use agreement with county of la board letter 050715.docx

Enclosure

c: Counsel to the Authority

## **FIBER RING USE AGREEMENT**

This FIBER RING USE AGREEMENT (hereafter referred to as the “Fiber Ring Agreement”) is made and entered into as of the Effective Date by and between the LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY, a joint powers authority created under the laws of the State of California (“Authority”), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (“County”). The Authority and the County are sometimes collectively referred to as the “Parties,” and sometimes individually and generically as a “Party.”

### **RECITALS**

**R1.** The Authority operates pursuant to a Joint Powers Agreement under California Government Code section 6500, et seq., executed by its various public agency members (“Members”) during the first quarter of 2009, including the County on February 3, 2009 as County contract number 76933 (the “JPA Agreement”);

**R2.** In 2012, twenty (20) MHz for spectrum in Band 14 (758 – 768 Mhz, 788 – 798 Mhz) was allocated by the Federal Communications Commission (FCC) for use to create a nationwide public safety broadband network. H.R. 3630/Public Law No. 112-96 (Middle Class Tax Relief and Job Creation Act of 2012) created the First Responder Network Authority (FirstNet) as an independent authority within NTIA to provide emergency responders with the first nationwide, high-speed, broadband network dedicated to public safety and authorized FirstNet to manage this spectrum on behalf of public safety users.

**R3.** On July 7, 2013, FirstNet entered into a Spectrum Manager Lease Agreement (SMLA) with the Authority that will enable the Authority to access the public safety spectrum in Band 14 to deploy broadband communications capabilities for emergency responders as part of a long term evolution system known as the Public Safety Broadband Network (PSBN) that will form part of the Los Angeles Regional Interoperable Communications System (LA-RICS). Under the terms of the SMLA, the PSBN will provide wireless broadband data for first responders and under the NTIA BTOP grant program, the Authority will design, construct, own, operate, and maintain this network.

**R4.** On August 15, 2013, the Authority entered into a contract with Motorola Solutions, Inc., a Delaware corporation (“Motorola”), to design and implement a land mobile radio interoperable communications system (LMR System) for use by its public entity Members, which will also form part of the LA-RICS. That contract, Authority Agreement No. LA-RICS 007, is hereinafter referred to as the “LMR Agreement.”

**R5.** On March 6, 2014, the Authority also entered into contract with Motorola to design and implement the LA-RICS PSBN. That contract, Authority Agreement No. LA-RICS 008, is hereinafter referred to as the “PSBN Agreement.”

**R6.** As part of the PSBN and LMR systems that form the LA-RICS, the Authority plans to utilize a fiber communications ring owned and operated by the City of Los Angeles and accelerate the development and implementation of a County-based fiber optics communications ring ("County Fiber Ring") which would interconnect those rings and other public safety critical network components to create and operate as the "LA-RICS Fiber Ring." The County Fiber Ring consists of fiber optic cables and associated equipment and infrastructure located at five (5) County facilities owned by the Los Angeles County Fire Department (Fire), Sheriff's Department (Sheriff) or the Internal Services Department (ISD). These five (5) County facilities consist of the Fire Command and Control Facility (FCCF), Eastern Avenue Microwave (Eastern), Sheriff's Communication Center (SCC), Eastern Mechanical Building (EMB), and the Emergency Operations Center (EOC). The LA-RICS Fiber Ring will be a new ring created by the Authority that utilizes a pair of fiber optic cables from the County Fiber Ring, along with necessary optical multiplexer and related equipment ("Equipment") to be purchased by the Authority, to create the fiber ring for the Authority's operations.

**R7.** As part of the accelerated implementation of the County portion, the Authority will purchase the necessary Equipment that will help to create the LA-RICS Fiber Ring and install and commission that Equipment (using Motorola or other vendors) at the five (5) County facilities listed above, as needed, that are connected via the existing County Fiber Ring. The County desires to assist the Authority by allowing the Authority to use the County Fiber Ring to design, test, implement, operate, and create the LA-RICS Fiber Ring to support user applications, per the terms and conditions of this Fiber Ring Agreement. The County will in the future, use the LA-RICS Fiber Ring for its own operations as part of a future County-wide fiber ring network for Sheriff and Fire.

**NOW THEREFORE**, based upon the foregoing Recitals, and in consideration of the obligations herein contained, the Authority and County agree as follows:

**1. Access to County Fiber Ring**

- 1.1 The Authority and its vendors may install Equipment on, connect to and utilize the County Fiber Ring at FCCF, Eastern, SCC, EMB, and the EOC. The Authority may use the County Fiber Ring to form the LA-RICS Fiber Ring, which will be part of the LA-RICS network and allow governmental entities that are Members, Affiliates or Subscribers of the Authority to interconnect and use the LA-RICS Fiber Ring.
- 1.2 The Authority may also order and install circuits (its own and leased line) at any of the five (5) sites covered by this Fiber Use Agreement, for connection of needed Equipment to the County or LA-RICS Fiber Rings, in order to support the operational needs of the Authority.
- 1.3 The Authority may monitor the performance of the equipment that comprises the LA-RICS Fiber Ring from the Network Operations Center (NOC), which is currently contemplated to be located at SCC. The Authority may monitor the

performance of the LA-RICS Fiber Ring that is carried on the County Fiber Ring in order to ensure that the services are operating correctly.

- 1.4 The County will provide the required access to allow the Authority to perform the tasks in this section, subject to prior notice and written approval from the underlying departmental owner of each of the five (5) sites covered by this Fiber Use Agreement.
- 1.5 The Authority agrees that it will not use the County Fiber Ring or LA-RICS Fiber Ring in a manner that interferes with the County's operations.

## **2. Agreement to Construct and Initially Operate the LA-RICS Fiber Ring**

- 2.1 The Authority agrees to purchase, install, and commission Equipment to do the optical multiplexing to create the LA-RICS Fiber Ring from the County Fiber Ring at the five (5) sites covered by this Fiber Use Agreement, as needed.
- 2.2 The Authority agrees to pay for the operations and support of the LA-RICS Fiber Ring during the first year after installation and commissioning.
- 2.3 Prior to the expiration of the period in Section 2.2, above, the Authority agrees to pay for training of the County personnel to maintain and operate the LA-RICS Fiber Ring, which includes the Equipment, after the first year of operation.
- 2.4 The County shall then maintain and operate the LA-RICS Fiber Ring as part of the Fire and Sheriff overall plan to install a County-wide fiber ring network. The Authority agrees to permit the County's use of the LA-RICS Fiber Ring for this purpose.
- 2.5 The County will supply and maintain the required physical fiber between its five locations to allow establishment and operation of the LA-RICS Fiber Ring to be interconnected to each other.

## **3. Term and Termination**

- 3.1 The County reserves the right, in its sole discretion, to terminate this Fiber Ring Agreement, with or without cause, at any time. Subject to any shorter termination periods allowed to Members in the JPA Agreement, the County shall give written notification to the Authority at least six (6) months in advance of the termination date.
- 3.2 Prior to termination of this Fiber Ring Agreement, the Parties shall cooperate and take such steps as are reasonably necessary to minimize the impact of termination on public safety radio communications of the Parties.

#### 4. Indemnity

- 4.1 The Authority shall indemnify, defend, and hold harmless the County, its elected and appointed officers, special districts, employees, contractors and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Authority's acts and/or omissions arising from and/or relating to this Fiber Use Agreement.
- 4.2 The County shall indemnify, defend, and hold harmless the Authority, its elected and appointed officers, member agencies, employees, contractors and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this Fiber Use Agreement.

#### 5. Notices

- 5.1 Any notice required or permitted to be made hereunder shall be in writing and shall be delivered in the manner prescribed herein at the principal place of business of each Party. The Parties may give notice by: (i) personal delivery; or (ii) email.
- 5.2 At any time, by providing written notice to the other Party or this Fiber Ring Agreement, any Party may change the place or e-mail for giving notice. All written notices or correspondence sent in the described manner will be deemed given to a party on whichever date occurs earliest: (a) the date of personal delivery; or (b) the date of transmission, when sent by email.
- 5.3 Any notice required or permitted to be made hereunder will be made to the following:

For the Authority:

Patrick J. Mallon, Executive Director  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
(323) 881-8291  
[Pat.Mallon@la-rics.org](mailto:Pat.Mallon@la-rics.org)

For the County:

David Chittendon, Acting Director  
Internal Services Department  
County of Los Angeles

1100 North Eastern Avenue  
Los Angeles, CA 90063  
(323) 267-2101  
[JJones@isd.lacounty.gov](mailto:JJones@isd.lacounty.gov)

**6. Severability**

If any one or more of the terms, provisions, promises, covenants, or conditions of this Fiber Ring Agreement were, to any extent, adjudged void for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Fiber Ring Agreement shall not be affected thereby and shall be valid to the fullest extent permitted by law, unless such would materially frustrate the purpose of this Fiber Ring Agreement.

**7. Assignment**

This Fiber Ring Agreement may not be assigned by the Authority without the prior written consent of the County, which consent may be given or withheld in the County's sole and unfettered discretion. Any such attempted or purported assignment by the Authority in violation of this Section is null and void.

**8. Governing Law**

This Fiber Ring Agreement shall be interpreted, governed, and enforced under the substantive and procedural laws of the State of California. This Fiber Ring Agreement is executed and shall be performed in the State of California, by California public entities.

**9. Headings & Initial Capitalization**

The section headings are for convenience only and are not to be construed as modifying or governing the language of the Fiber Ring Agreement.

**10. Effective Date**

This Fiber Ring Agreement shall become effective as of the date of the last signature affixed hereto by the Parties, after being duly authorized and approved by the Authority's Board of Directors and the County's Board of Supervisors (the "Effective Date"). Thereafter, the County Fiber Ring and the five (5) facilities covered by this Fiber Ring Agreement shall be made available to the Authority pursuant to a mutually agreed-upon schedule.

**11. Merger**

This Fiber Ring Agreement, is the complete and exclusive statement of understanding between the Parties regarding use of the County and LA-RICS Fiber Rings, and

supersedes any previous agreements, whether written or oral, and all communications, relating to use of the various fiber rings by the Parties.

**12. Authorization Warranty**

Each Party represents and warranty that the person executing this Fiber Ring Agreement is duly authorized agent who has actual authority to bind the Party to each and every term, condition, and obligation of the Fiber Ring Agreement, and that all requirements of the Party have been fulfilled to provide such actual authority.

**[End of Terms & Conditions – Signature Page to Follow]**

**FIBER RING USE AGREEMENT**

IN WITNESS WHEREOF, the Authority has executed this Fiber Ring Agreement, or caused it to be duly executed; and the County of Los Angeles, by order of its Board of Supervisors, has caused this Fiber Ring Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

LA-RICS AUTHORITY

By \_\_\_\_\_  
Chair  
Board of Supervisors

By \_\_\_\_\_  
Patrick J. Mallon  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Patrick Owagawa  
Acting Executive Officer-Clerk  
Of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

MARK J. SALADINO  
County Counsel

MARK J. SALADINO  
County Counsel

By \_\_\_\_\_  
Patrice J. Salseda, Senior Deputy

By \_\_\_\_\_  
Truc L. Moore, Senior Deputy





## 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

May 7, 2015

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

Dear Directors:

### **APPROVE SITE ACCESS AGREEMENT WITH THE CITIES OF BEVERLY HILLS, GARDENA AND LONG BEACH**

#### **SUBJECT**

Board approval is requested to delegate authority to the Executive Director to finalize and execute one or more Site Access Agreement with the Cities of Beverly Hills, Gardena, and Long Beach.

#### **RECOMMENDED ACTION:**

It is recommended that your Board:

1. Find that the approval and execution of the Site Access Agreements by the LA-RICS Authority does not result in any change to the 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 to those attached, one or more Site Access Agreements with the Cities of Beverly Hills, Gardena (and South Bay Regional Public Communications Authority) and Long Beach. 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 Site Access Agreements ("SAAs") for licensing the use of specific sites to the Authority for its use as a Land Mobile Radio ("LMR") and/or Long Term Evolution ("LTE")

**AGENDA ITEM N**

broadband communication site. With respect to LTE, discussions and negotiations with the Cities of Beverly Hills, Gardena (and South Bay Regional Public Communications Authority) and Long Beach have resulted in the attached Site Access Agreements, Enclosures 1, 1.1, and 1.2.

By entering into the Site Access Agreement with the Cities of Beverly Hills, Gardena (and South Bay Regional Public Communications Authority) and Long Beach, these Cities will provide the Authority with a license to use a portion of their owned or leased property for use as a Long Term Evolution (LTE) broadband communications site(s). A list of the sites is attached 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	Gardena (and South Bay Regional Public Communications Authority)	1	In Effect Until Terminated		Exempt	Waived
3	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.

**Gardena/South Bay Regional Public Communications Authority SAA**

The proposed SAA with Gardena and the South Bay Regional Public Communications Authority contains the standard SAA terms and conditions (modified as set forth on the attachment) and includes a provision to allow LA-RICS to co-locate its equipment on an existing 100-foot monopole owned by South Bay Regional Public Communications Authority, on land owned by the City of Gardena. In exchange, the proposed SAA calls for the construction by LA-RICS of a

radio equipment shelter at the site, which will be owned upon completion by the South Bay Regional Public Communications Authority.

By granting approval for the execution of the SAAs with the Cities of Beverly Hills, Gardena (and South Bay Regional Public Communications Authority) 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 Site Access Agreement, with the Cities of Beverly Hills, Gardena (and South Bay Regional Public Communications Authority) and 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 Long Term Evolution (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 California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project. Approval of the Site 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 Site Access Agreements, 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 Site Access Agreements will be filed with the Registrar Recorder/County Clerk pursuant to Section 15062 of the State CEQA Guidelines.

LA-RICS Board of Directors  
May 7, 2015  
Page 4

**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

**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), with three (3) business days advance written notice which shall include the name, date of birth and CA drivers license number for each individual requiring access. Owner shall run a security check on all individuals and notify LA-RICS of individuals cleared for access. In the event of an emergency 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 15<sup>th</sup> 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 in accordance with Section 2.01.

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, 2<sup>nd</sup> 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**

25.01 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.

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) 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 and the Agreement is not 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. GOVERNING LAW, JURISDICTION, AND VENUE**

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

**34. COMPLIANCE WITH APPLICABLE LAW**

In the performance of this Agreement, each party and anyone acting on such party's behalf pursuant to this Agreement shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and

procedures (including without limitation: (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.

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

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

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

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

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

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

35.06 In the event LA-RICS AUTHORITY violates the antidiscrimination provisions of the Agreement, the parties agree that it is difficult to ascertain the amount of liquidated damages, and hereby agree that the Owner shall, at its sole option, be

entitled to the sum of FIVE HUNDRED DOLLARS (\$500.00) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

**36. NON EXCLUSIVITY**

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

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

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

**38. PUBLIC RECORDS ACT**

38.01 Any documents submitted by LA-RICS AUTHORITY or its agents including without limitation the 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.

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

38.03 Any documents submitted by Owner or its agents and all information obtained in connection with LA-RICS AUTHORITY's rights provided by this Agreement shall become the exclusive property of LA-RICS AUTHORITY. All such documents become a matter of public record and shall be regarded as public records, except as specifically provided by California Government Code Section 6250 et seq. ("Public Records Act") and which are marked "trade secret," "confidential," or "proprietary." LA-

RICS AUTHORITY shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

### **39. OTHER TERMS AND CONDITIONS**

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

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

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

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

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

39.06 Security Devices. LA-RICS AUTHORITY, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the LTE Site from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the Owner.

### **40. NON-AVAILABILITY OF FUNDING**

The parties acknowledge and agree that LA-RICS' AUTHORITY's performance of its obligations under this Agreement is subject to the continuing availability of federal grants or other funds for the LA-RICS Project. 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.

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

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

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

42.01 LA-RICS AUTHORITY 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.

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

**43. BANKRUPTCY**

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

**44. SUCCESSORS AND ASSIGNS**

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

**45. SEVERABILITY**

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

**46. INTERPRETATION**

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

**47. ENTIRE AGREEMENT**

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

**48. 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.

**49. 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.

**50. 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.

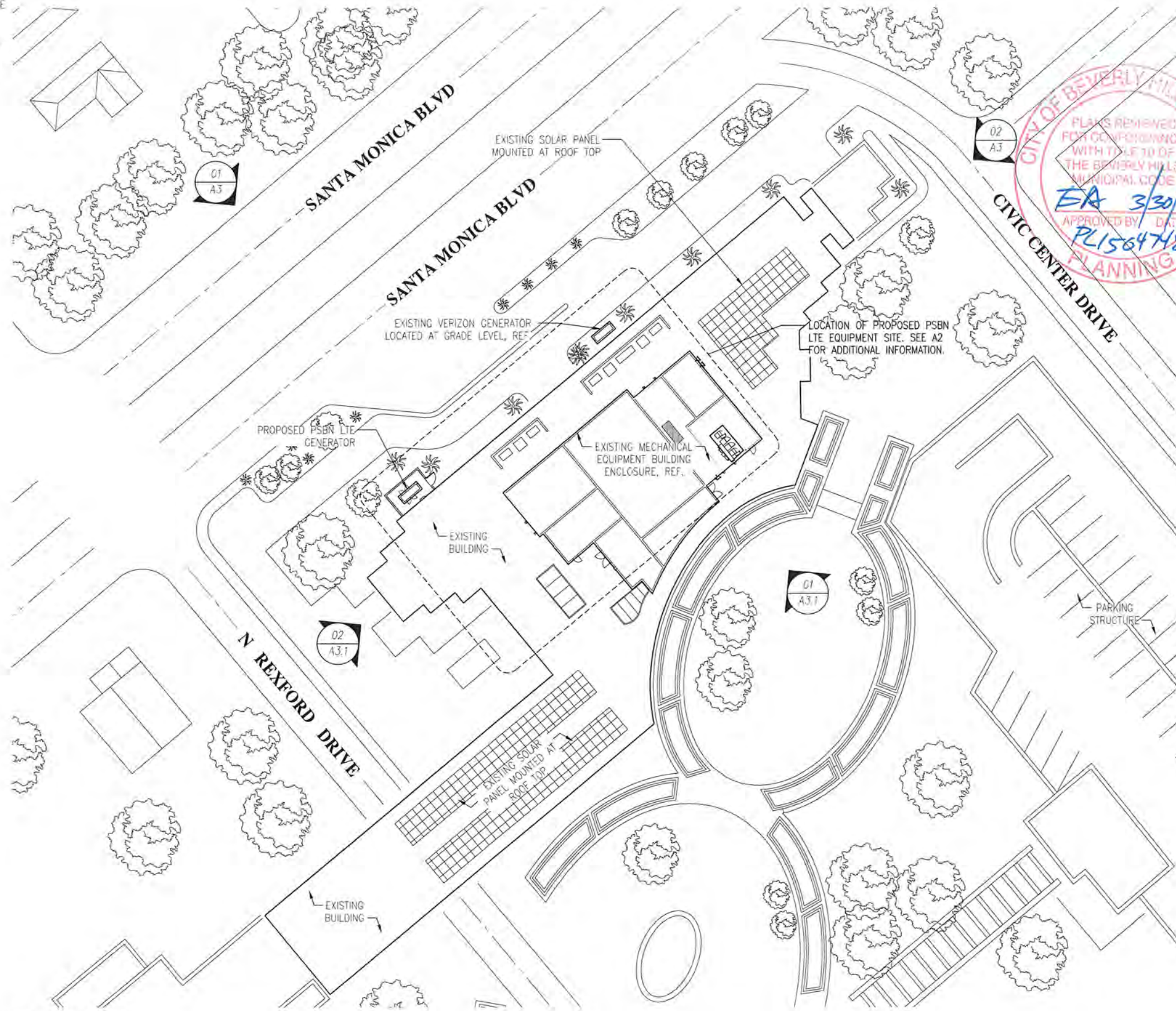
**EXHIBIT C**

**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



**GENERAL DYNAMICS**  
INFORMATION TECHNOLOGY

**BHR**  
**BEVERLY HILLS REXFORD DRIVE**



ISSUED DATE: 03-24-15  
CONSTRUCTION RECORD

DRAWN BY: REJ  
CHECKED BY: AR

**REVISIONS**

NO	DATE	DESCRIPTION
0	03-24-15	90% 2D's



**SITE PLAN**  
**A1**

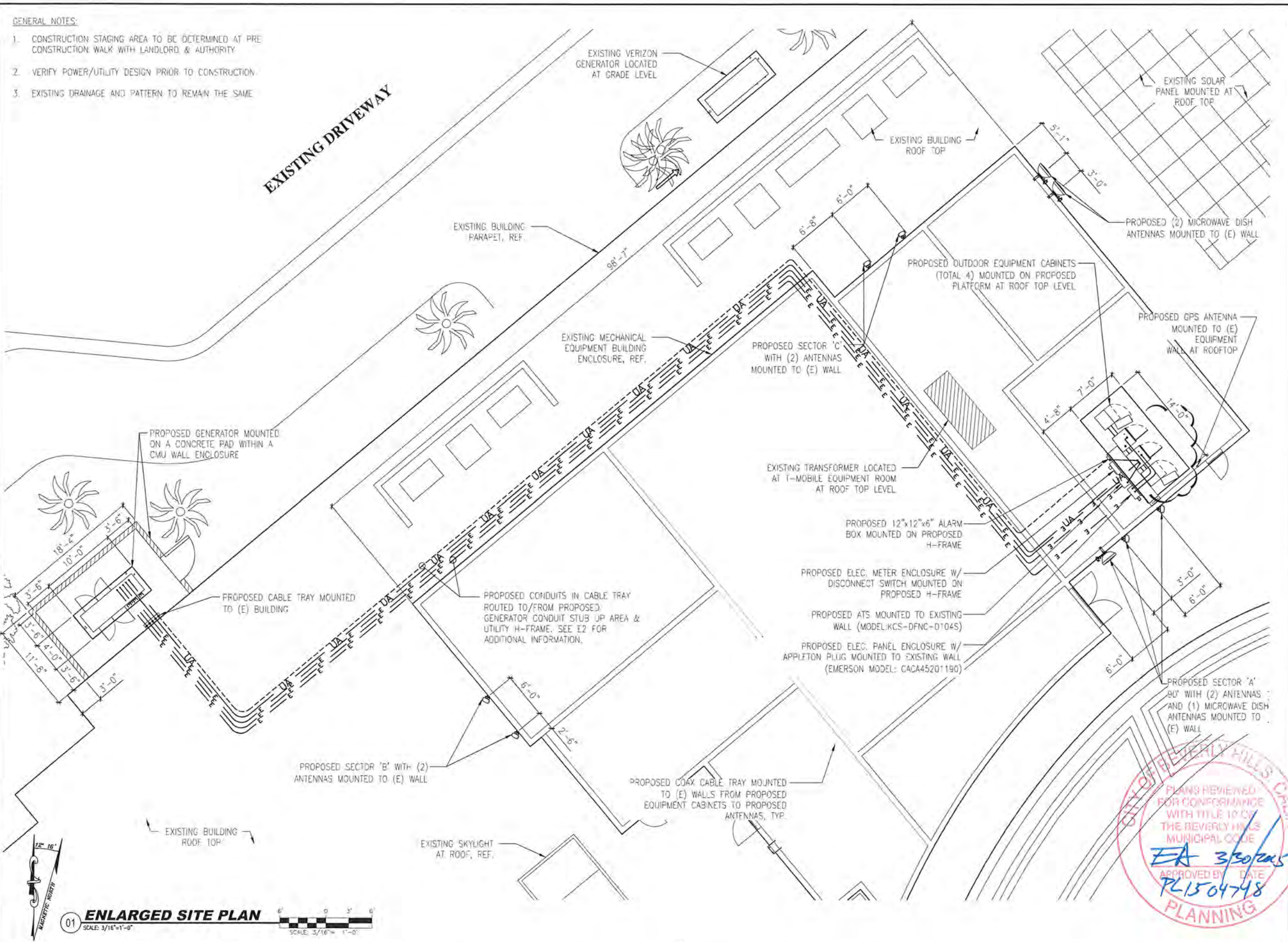
PSBN-BHR-A1

**01 SITE PLAN & NOTES**  
SCALE: 1" = 20'

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

**GENERAL 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



01

**ENLARGED SITE PLAN**  
SCALE: 3/16" = 1'-0"



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



**GENERAL DYNAMICS**  
INFORMATION TECHNOLOGY

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



Los Angeles Regional Interoperable Communications System

**BHR**  
**BEVERLY HILLS REXFORD DRIVE**

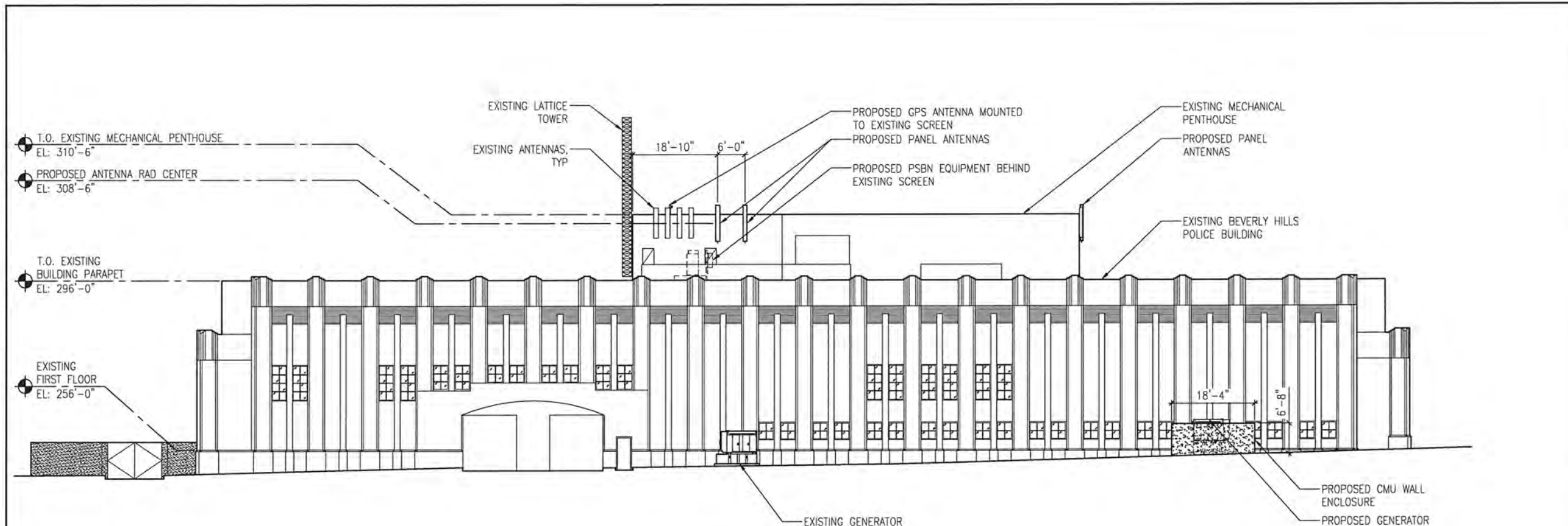
ISSUED DATE	03-24-15
CONSTRUCTION RECORD	
DRAWN BY	REJ
CHECKED BY	AB

REVISIONS		
NO.	DATE	DESCRIPTION
0	03-24-15	90% 7D's

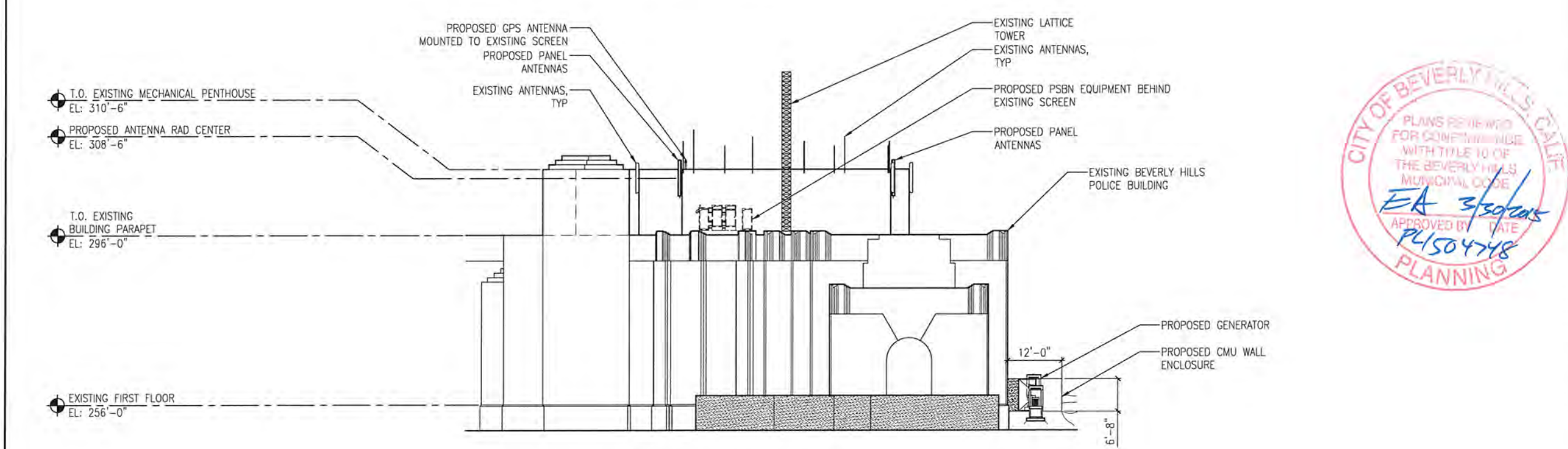


**ENLARGED SITE PLAN**  
**A2**

PSBN-BHR-A2



01 **NORTH ELEVATION**  
SCALE: NTS



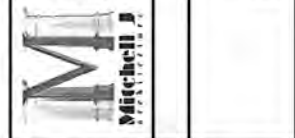
02 **EAST ELEVATION**  
SCALE: NTS

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



**GENERAL DYNAMICS**  
INFORMATION TECHNOLOGY

**BHR**  
**BEVERLY HILLS REXFORD DRIVE**



ISSUED DATE 03-24-15  
CONSTRUCTION RECORD

DRAWN BY REJ  
CHECKED BY AB

REVISIONS		
NO.	DATE	DESCRIPTION
0	03-24-15	90% 2D's



**EXTERIOR ELEVATIONS**  
**A3**

PSBN-BHR-A3



**GENERAL DYNAMICS**  
INFORMATION TECHNOLOGY

MITCHELL J. ARCHITECTURE, INC.  
4883 Ronson Court, Suite N  
San Diego, CA 92111  
858.650.3130 (ph) 858.650.3140 (fax)



Los Angeles Regional Interoperable Communications System

BHR  
BEVERLY HILLS REXFORD DRIVE

ISSUED DATE: 03-24-15  
CONSTRUCTION RECORD

DRAWN BY: REJ  
CHECKED BY: AB

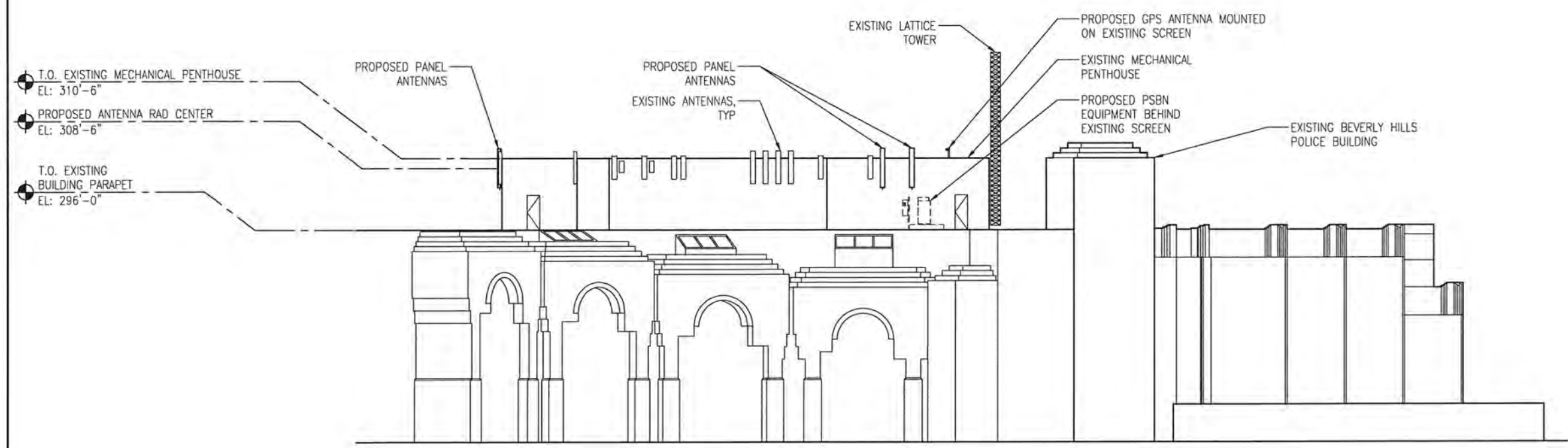
REVISIONS

NO.	DATE	DESCRIPTION
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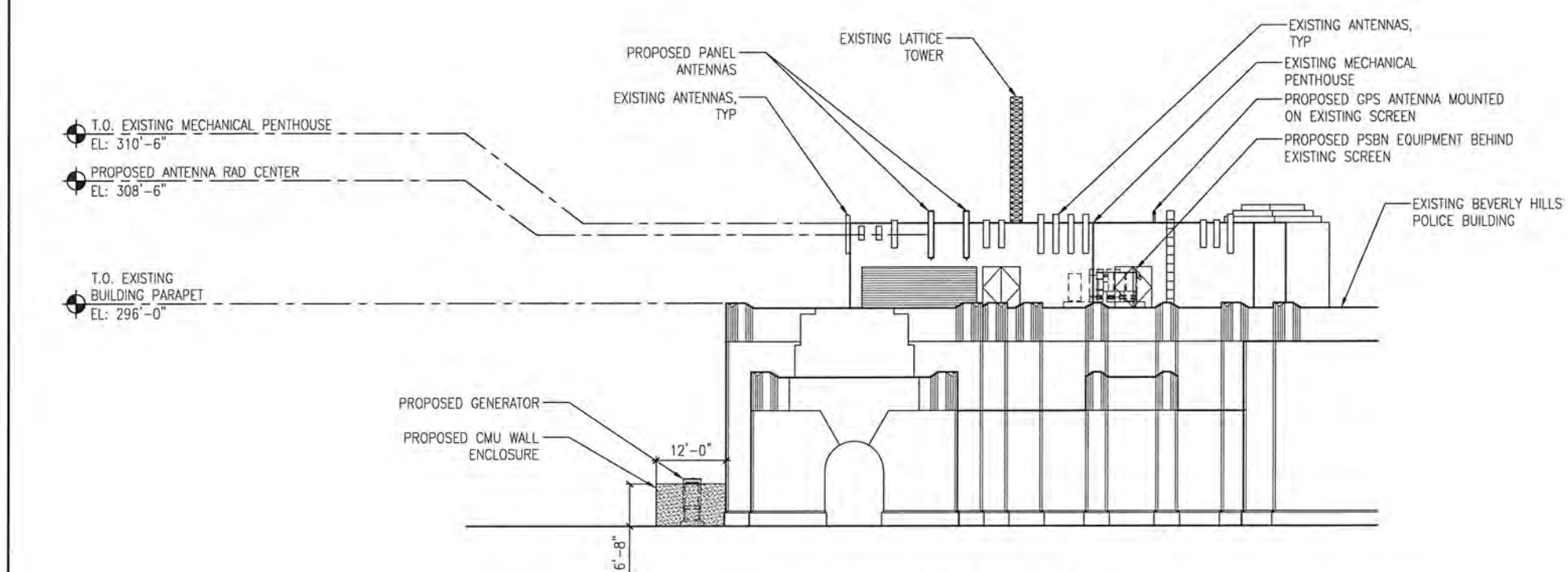


**EXTERIOR ELEVATIONS**  
**A3.1**

PSBN-BHR-A3.1



**01 SOUTH ELEVATION**  
SCALE: NTS



**02 WEST ELEVATION**  
SCALE: NTS



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

**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.

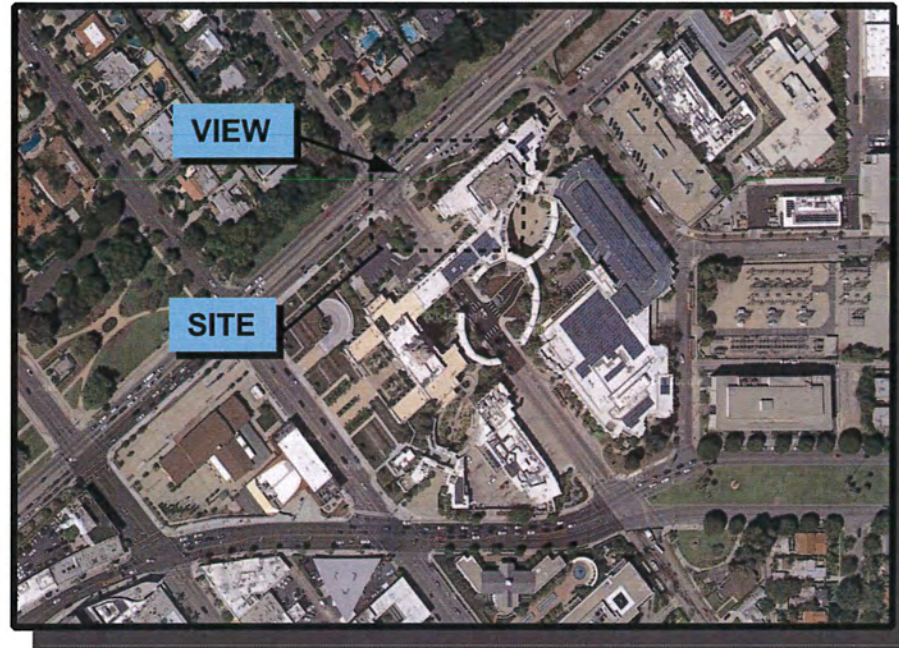
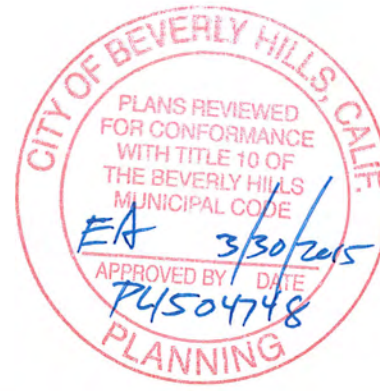
WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT E**  
**PHOTOSIMULATIONS**

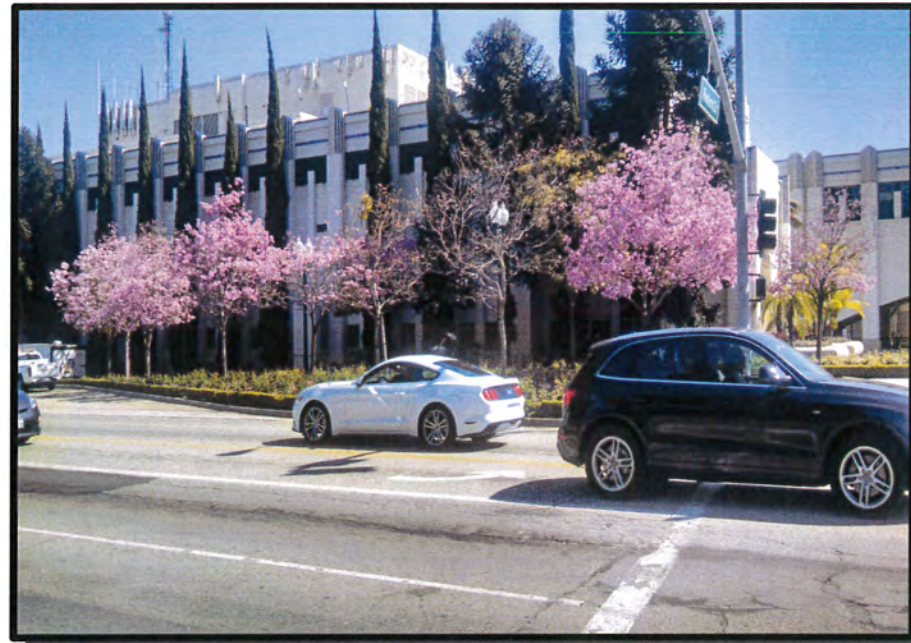
# BHR

## BEVERLY HILLS REXFORD DRIVE



LOCATION

455 N. REXFORD DRIVE.,  
BEVERLY HILLS, CA 90210



EXISTING



PROPOSED LA-RIC SECTOR-C  
ANTENNAS

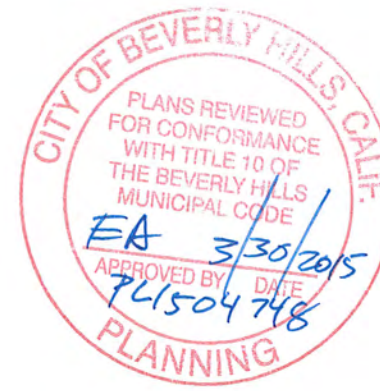


PROPOSED

NORTH VIEW

# BHR

## BEVERLY HILLS REXFORD DRIVE



LOCATION

455 N. REXFORD DRIVE.,  
BEVERLY HILLS, CA 90210



EXISTING



PROPOSED

NORTH VIEW

LTE SITE ACCESS AGREEMENT

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

BY AND AMONG

**CITY OF GARDENA**, a body corporate and politic, hereinafter referred to as "Owner;"

**SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY**, a joint powers agency, hereinafter referred to as "South Bay Authority"

AND

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

**RECITALS:**

**WHEREAS**, The LA-RICS Authority 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");

**WHEREAS**, South Bay Authority owns a 100 foot high monopole communications tower ("Tower") on the Real Property;

**WHEREAS**, Owner and South Bay Authority desire 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 to have the communications antenna and ancillary equipment collocate on the Tower;

**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 and colocation on the Tower 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:

LTE SITE; LICENSE 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, located at 1700 West 162nd St. Gardena CA , as shown on Exhibit A attached hereto and incorporated herein by this reference (the "LTE Site"). South Bay Authority hereby licenses to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from South Bay Authority on the terms and conditions set forth herein, the nonexclusive right to install, maintain, operate and remove radio communications equipment and appurtenances on the Tower (located within the LTE Site) at a mutually agreed upon position on the Tower. [Prior to installing any facilities on the Tower, LA-RICS AUTHORITY shall submit detailed engineering plans and specifications of the facilities to South Bay Authority and Owner in accordance with Section 3 of this Agreement.](#)

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 and South Bay Authority make no warranty, express or implied, as to the suitability of the LTE Site or the Real Property or the Tower 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.

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.

LA-RICS AUTHORITY hereby acknowledges the title or other legal right of possession of the Owner or its successors in the Real Property, and the right of ownership of South Bay Authority to the Tower, and covenants and agrees never to assail, contest, or resist said title.

With the exception a pre-fabricated (or built-in-place, as the parties may mutually agree) 10' x 20' radio equipment shelter ("Shelter") depicted on Exhibit "C" hereto, which Shelter shall be installed at the LTE Site by LA-RICS AUTHORITY but right, title and interest thereto shall, upon completion of installation be transferred by bill of sale to South Bay Authority, 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.

#### PURPOSE AND USE

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 and to collocate its antennae and ancillary equipment on the Tower. 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").

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

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.

#### APPROVALS/DESIGN REVIEW

The LA-RICS AUTHORITY shall furnish and submit to Owner and South Bay Authority 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 and South Bay Authority their 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 or South Bay Authority is essential to the success of the LA-RICS project and that accordingly all such concerns will be taken into consideration throughout the LTE Site plan approval process, as described in this Section 3 (Approvals/Design Review and in Section 8 (Alterations).

Should ministerial permits be required, Owner shall expeditiously process such permits within its jurisdiction. To the extent there may be costs associated with Owner's review, such costs will be waived for LA-RICS AUTHORITY. The LA-RICS AUTHORITY may perform and obtain, at the LA-RICS AUTHORITY's sole cost and expense, soil borings, percolation tests, engineering reports, environmental investigations or other tests or reports on, over, and under each LTE Site to the extent necessary to proceed with design, construction, or for compliance with the California Environmental Quality Act and/or the National Environmental Policy Act, and/or to determine if the LA-RICS AUTHORITY's use of the LTE Site will be compatible with the LA-RICS AUTHORITY's engineering specifications and design and operational requirements. Owner and South Bay Authority 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.

#### 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.

#### 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.

#### CONDITIONS PRECEDENT TO INSTALLATION OR ALTERATIONS OF EQUIPMENT

Owner and South Bay Authority 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 and South Bay Authority shall have

the right to inspect said equipment and the LTE Site at any time during and after installation upon not less than 24 hours prior written notice to the LA-RICS AUTHORITY (except in cases of emergency pursuant to Section 14 hereof (Emergency Access) and, at LA-RICS AUTHORITY's option, with the right to require an LA-RICS AUTHORITY representative to accompany the inspector during any such inspection of or access to a LTE Site. The LA-RICS AUTHORITY shall not commence installation of equipment or alteration of a LTE Site, or any portion thereof, until the Owner and South Bay Authority have reviewed the plans and specifications. The 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, South Bay Authority 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 and South Bay Authority have been provided an opportunity to review and provide input, if any, into such plans and specifications.

#### INSTALLATION

LA-RICS AUTHORITY shall install the LA-RICS Facility at its own expense and risk as approved by Owner and South Bay Authority in accordance with the terms hereof, and such installation shall not cause radio frequency interference with equipment, transmission or reception (operated currently or in the future) by the Owner or South Bay Authority. 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.

LA-RICS AUTHORITY agrees that Owner may grant the use of any unused portion of the Real Property, and South Bay Authority may grant the use of any unused portion of the Tower, 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 or South Bay Authority shall be required to comply with all applicable noninterference rules of the FCC.

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, South Bay 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.

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.

Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LTE Site, LA-RICS AUTHORITY shall provide Owner and South Bay Authority 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.

#### 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 providing prior written notice to Owner and South Bay Authority, 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 South Bay Authority, 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 and South Bay Authority. LA-RICS AUTHORITY agrees to submit to the Owner and South Bay Authority, 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 South Bay Authority and shall, where required, be subject to inspection by Owner's City Building Inspector.

#### 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 or South Bay Authority, Owner or South Bay Authority may have repairs made and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by Owner or South Bay Authority.

#### CONSTRUCTION STANDARDS

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

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

#### OTHER OPERATIONAL RESPONSIBILITIES

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

Comply with and abide by all applicable rules, regulations and directions of Owner and South Bay Authority.

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.

Conduct the Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the Real Property by Owner, South Bay Authority 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.

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 or South Bay Authority, their agents, employees or contractors.

#### 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:

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;

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

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

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

12.02 LA-RICS AUTHORITY shall have the right to request relocation of the LA-RICS Facility or any portion thereof to an Alternate Site on the Real Property pursuant to LA-RICS AUTHORITY's obligations under the Spectrum Lease Agreement, provided that:

1. 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;

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;

LA-RICS AUTHORITY shall give Owner and South Bay Authority at least six months written notice of the requested relocation.

#### ACCESS TO LTE SITE

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.

Upon its installation, the Shelter is the property of South Bay Authority. LA\_RICS AUTHORITY shall occupy three (3) equipment racks within the Shelter, and shall not utilize any additional space without the express written permission of South Bay Authority. LA\_RICS AUTHORITY shall at no time modify, tamper with, or in any manner interfere with, any equipment or systems other than the three equipment racks assigned to LA\_RICS AUTHORITY. LA\_RICS AUTHORITY shall not install additional equipment in the Structure without the express written permission of South Bay Authority.

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. Notwithstanding the foregoing, the LA-RICS AUTHORITY's financial burden pursuant to this Section shall not exceed five thousand dollars (\$5,000) per incident.

#### EMERGENCY ACCESS BY OWNER

The Owner, South Bay Authority and their 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 or South Bay Authority's operation on the LTE Site, provided that Owner or South Bay Authority 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 or South Bay Authority 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 or South Bay Authority access LA-RICS AUTHORITY's equipment cabinets. Owner and South Bay Authority 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 or South Bay Authority within thirty (30) days of receipt of written request for Owner's or South Bay Authority's actual costs to correct any deficiency that is corrected pursuant to this Section.

#### RADIO FREQUENCY EMISSIONS/INTERFERENCE

**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 South Bay Authority or their 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.

**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 or South Bay Authority of such interference. Following such notification, the parties will cooperatively discuss and reach agreement on how such interference will be resolved.

**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.

**Interference During Emergency.** If any measurable interference caused by LA-RICS AUTHORITY's equipment with Owner's or South Bay Authority'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.

**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, South Bay Authority and with other relevant parties to mitigate such violations in a timely manner.

#### 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.

#### HOLD HARMLESS AND INDEMNIFICATION

LA-RICS AUTHORITY agrees to indemnify, defend, save and hold harmless Owner, South Bay Authority and their agents, elected and appointed officers, and employees from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any

nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with LA-RICS AUTHORITY's operations or its services hereunder, including, without limitation, any Workers' Compensation suit, liability, or expense, arising from or connected with services performed on behalf of LA-RICS AUTHORITY by any person pursuant to this Agreement including without limitation the LTE Vendor.

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

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

#### INSURANCE

Without limiting LA-RICS AUTHORITY's obligations to Owner or South Bay Authority, LA-RICS AUTHORITY shall provide and maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the Owner's Risk Manager, and evidence of such programs satisfactory to the Owner Risk Manager, shall be delivered to the City Manager of Owner and the Executive Director of South Bay Authority, on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that Owner and South Bay Authority are 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 and South Bay Authority as additional insureds (except for the Workers' Compensation Insurance). LA-RICS AUTHORITY may self-insure the insurance required under this Agreement, but LA-RICS AUTHORITY will require its contractors and subcontractors to provide commercial insurance as required in the Section, and any additional insurance required by LA-RICS AUTHORITY of its contractor(s) and/or subcontractor(s), shall name the Owner and South Bay Authority as additional insureds.

General Liability. A program of insurance which shall be primary to and not contributing with any other insurance maintained by Owner or South Bay Authority, written on ISO policy form CG 00 01 or its

equivalent, and endorsed to name the Owner and South Bay Authority as additional insureds, 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

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.

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

**Commercial Property Insurance.** Such coverage shall:

1. Provide coverage for Owner's and South Bay Authority'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;
2. 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, South Bay Authority 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.

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

1. **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.
2. **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, naming Owner and South Bay Authority as additional insureds, with limits of not less than the following amounts:

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.

1. **Automobile Liability.** such coverage shall be written on iso policy form ca 00 01 or its equivalent with limits of not less than \$5 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. such insurance shall cover liability arising out of LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor use of autos pursuant to this lease, including

owned, leased, hired, and/or non-owned autos, as each may be applicable.

2. **Professional Liability.** Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the LA-RICS AUTHORITY's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than **\$5 million** per claim and **\$10 million** aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.

1. **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 and South Bay Authority 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.

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 and South Bay Authority.

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

Notification of Incidents. Claims or Suits. LA-RICS AUTHORITY shall report to Owner and South Bay Authority 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 or South Bay Authority. Such report shall be made in writing within 72 hours of LA-RICS AUTHORITY's knowledge of such occurrence.

Compensation for Owner or South Bay Authority 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 or South Bay Authority, LA-RICS AUTHORITY shall pay full compensation for all reasonable costs incurred by Owner or South Bay Authority.

#### FAILURE TO PROCURE INSURANCE

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 and/or South Bay Authority 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.

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.

#### TAXES

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.

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.

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

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

#### 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, 2<sup>nd</sup> 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:

**Contact: Mitch Lansdell, City Manager**

**Ph#: 310-217-9507**

**Email:mlansdell@ci.gardena.ca.us**

**1700 W. 162nd Street, Gardena 90247**

24/7- 310-217-9670

24/7- 310-217-9670

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

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

**Contact: Ralph Mailloux, Executive Director**

**Ph#: (310) 973-1802**

Email: director1@rcc911.org

4440 Broadway, Hawthorne, CA 90250

24/7- 310-217-9670

or such other place as may hereinafter be designated in writing by South Bay Authority.

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.

#### LA-RICS FACILITY REMOVAL

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.

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.

#### INDEPENDENT STATUS

This Agreement is by and between Owner, South Bay Authority 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, South Bay Authority 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.

#### 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 authorized agents of Owner and South Bay Authority.

#### ASSIGNMENT

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.

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 and South Bay Authority shall have the right to lease or license the use of space on the Tower to third party(ies). Owner and/or South Bay Authority 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 the Tower 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 or South Bay Authority. 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.

#### SUBORDINATION AND NON-DISTURBANCE

Except as provided in this Section below, 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, except as provided in this Section below, 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. The requirements of this Section 26 shall not apply to an existing lease and sublease of record in the office of the Los Angeles County Recorder related to the LTE Site located at 1700 West 162nd St. Gardena CA, which lease and sublease secure payment for the issuance in 2006 of Certificates of Participation in the principal amount of \$24,660,000 ("Certificates of Participation") or to any leases or subleases entered into for the purpose of refinancing said Certificates of Participation.

#### 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, South Bay Authority 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.

#### DEFAULT

Except as otherwise provided in this Agreement, in the event of a default hereunder by LA-RICS AUTHORITY, Owner and/or South Bay Authority 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 and/or South Bay Authority 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 or South Bay Authority 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 or South Bay Authority, LA-RICS AUTHORITY shall provide written notice thereof to Owner and South Bay Authority. Owner and/or South Bay Authority shall have sixty (60) days from the date of said notice in which to cure the default, provided that they 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 or South Bay 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. LA-RICS AUTHORITY may not maintain any action or effect any remedies for default against Owner or South Bay Authority unless and until it or they have failed to cure a default within the time periods set forth in this section. In the event that Owner or South Bay Authority 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 or South Bay Authority for all costs reasonably incurred by LA-RICS AUTHORITY in effecting such cure, or (b) terminate this Agreement upon written notice to Owner or South Bay Authority.

## WAIVER

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.

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.

## 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.

## DAMAGE OR DESTRUCTION

Any 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 or South Bay Authority in their 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 or South Bay Authority 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 or South Bay Authority's acts or omissions.

#### 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.

#### 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, South Bay Authority 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 or South Bay Authority.

#### 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.

#### 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.

#### COMPLIANCE WITH CIVIL RIGHTS LAWS, NONDISCRIMINATION AND AFFIRMATIVE ACTION

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.

1. 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.
2. 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.
3. 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.
4. 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.

#### 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 nor South Bay Authority from acquiring similar, equal or like goods and/or services from other entities or sources.

#### 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.

#### PUBLIC RECORDS ACT

1. 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 and South Bay Authority's right to inspect the LTE Site or any other rights provided by this Agreement shall become the exclusive property of the Owner or South Bay 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." Neither Owner nor South Bay Authority shall 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.
2. In the event the Owner or South Bay Authority 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 and South Bay 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 LA-RICS AUTHORITY's receipt of Owner's invoice.
3. Any documents submitted by Owner or South Bay Authority or their 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.
4. In the event the LA\_RICS AUTHORITY is required to defend an action on a Public Records Act request as requested by the Owner or South Bay Authority for any of the aforementioned documents, information,

books, records, and/or contents the requesting party 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 receipt of LA-RICS AUTHORITY's invoice.

#### OTHER TERMS AND CONDITIONS

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.

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

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

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 and South Bay Authority

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.

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.

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.

#### NON-AVAILABILITY OF FUNDING

The parties acknowledge and agree that LA-RICS' AUTHORITY's performance of its obligations under this Agreement is subject to the continuing availability of federal grants or other funds for the LA-RICS Project. This Agreement may be terminated by LA-RICS AUTHORITY (and the LA-RICS Facility



removed from the LTE Site in accordance with Section 22 (LA-RICS Facility Removal)hereof) upon a loss or reduction of grant funds or other applicable funding sources.

#### ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

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

#### LA-RICS AUTHORITY'S STAFF AND EMPLOYMENT PRACTICES

LA-RICS AUTHORITY shall designate one member of its staff as an Operations Manager with whom the Owner and South Bay Authority 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.

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.

#### BANKRUPTCY

The Owner, South Bay Authority 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).

#### 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.

#### 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.

#### 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.

#### 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, South Bay Authority and LA-RICS AUTHORITY.

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

THE LOS ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM AUTHORITY

CITY OF GARDENA

A California Joint Powers Authority

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

MARK J. SALADINO

COUNTY COUNSEL

By: \_\_\_\_\_

By: \_\_\_\_\_

Deputy

**SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS  
AUTHORITY,**

By: \_\_\_\_\_

DRAFT / CONFIDENTIAL

**EXHIBIT A**

**SITE LIST**

**LARICS Site GARD001**

**1700 W. 162cnd St. Gardena CA 90247**

DRAFT / CONFIDENTIAL

**EXHIBIT B**  
**EQUIPMENT LIST**  
**LARICS SITE GARD001**

- LTE Antennas and line x6
- Antenna Support Hardware
- Microwave Dishes x3
- Generator
- 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

# EXHIBIT C

## SITE PLAN

**[TO BE INCORPORATED BY REFERENCE]**

**Site Sketch attached**

**(TO BE REPLACED BY FUTURE SET OF DRAWINGS PENDING PERMITTING PROCESS AND FINAL APPROVAL BY OWNER/CITY OF GARDENA)**

DRAFT / CONFIDENTIAL



DRAFT / CONFIDENTIAL

## 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: \_\_\_\_\_

DRAFT / CONFIDENTIAL

**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**

**LBPDPHQ**

**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

## Cities of Beverly Hills and Gardena

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
GARD001	Gardena	City of Gardens	1700 W. 162 <sup>nd</sup> Street	Gardena	CA	90247	City of Gardena (SBRCC)

## 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