

AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS MEETING

Thursday, June 4, 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 29, 2015

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

Members:

- 1. Miguel Santana, CAO, City of Los Angeles
- 2. Ralph Terrazas, Fire Chief, City of Los Angeles Fire Dept.
- 3. Charles L. Beck, Vice Chair, Chief of Police, LA Police Dept.
- 4. Sharon Tso, Chief Legislative Analyst, City of Los Angeles
- 5. Sachi Hamai, Chair, CEO, County of Los Angeles
- 6. Daryl L. Osby, Fire Chief, Los Angeles County Fire Dept.
- 7. Jim McDonnell, Sheriff, Los Angeles County Sheriff's Dept.
- 8. Cathy Chidester, Dir, EMS Agency, County of LA DHS
- 9. Steven K. Zipperman, Chief of Police, LA School Police Dept.
- 10. 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

 $\textbf{Chris Bundesen}, \, \mathsf{Asst.}, \, \mathsf{Fire \ Chief}, \, \mathsf{Los \ Angeles \ County \ Fire \ Dept}.$

 $\textbf{Scott Edson}, \ \mathsf{Commander}, \ \mathsf{Los} \ \mathsf{Angeles} \ \mathsf{County} \ \mathsf{Sheriff's} \ \mathsf{Dept}.$

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

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. May 7, 2015 Regular Meeting Minutes

Agenda Item A

- IV. PUBLIC COMMENTS
- V. CONSENT CALENDAR (None)
- VI. REPORTS (B-E)
 - B. Finance Committee Report No Report
 - C. Director's Report Pat Mallon
 - Funding Plan Status
 - LTE Project Status
 - LTE Environmental Status
 - LTE Construction Status
 - LTE Contract Status
 - FirstNet Meeting with Police and Fire Chiefs
 - California FirstNet Consultation Update
 - LMR Project Status
 - LMR Environmental Status
 - LMR Contract Status
 - LMR 700 MHz Frequency Availability Update

UASI – Bonner Report



D. Project Manager's Report – Pat Mallon

Agenda Item D

- E. Grant Status Report Pat Mallon
 - UASI 2011 Grant Extension

VII. DISCUSSION ITEMS (F-I)

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

Agenda Item F: Enclosure

G. LTE PSBN Outreach Update

Agenda Item G: Enclosure

H. Elections of Chairperson and Vice-Chairperson; Appointment of Board Secretary

Agenda Item H: Enclosure

I. Appoint Members to Finance Committee

Agenda Item I: Enclosure

VIII. ADMINISTRATIVE MATTERS (J-M)

J. MEMORANDUM OF AGREEMENT WITH THE CITY OF LOS ANGELES FOR CITY FIBER OPTIC NETWORK ACCESS AND SERVICES

It is recommended that your Board:

 Find that the approval and execution of the Agreement for use of the City's FON and Related Services is exempt from review under the California Environmental Quality Act (CEQA) because it is not a project as defined in Sections 15378(b) (2) and (b)(5) of the State CEQA Guidelines; and that it is also categorically exempt from the provisions of CEQA under State CEQA Guidelines Section 15061(b)(3).



2. Delegate authority to the Executive Director to execute an Agreement, substantially similar in form to the enclosed, between the City and the Authority to allow the Authority to use a portion of the City's FON, per the fee schedule in the Agreement which outlines a minimum cost of \$39,375, to connect the Authority's PSBN Sites to the Authority's primary core and allow the interconnection services to City agencies for applications for the PSBN System, which shall commence upon execution and continue unless otherwise terminated pursuant to the terms of the Agreement.

Agenda Item J: Enclosure

K. APPROVE AMENDMENT NO. 12 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM – LAND MOBILE RADIO SYSTEM

It is recommended that your Board:

- Find that the approval and execution of Amendment No. 12 for the purchase of and use of Radio Equipment for Agreement No. LA-RICS 007 is exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061 (b)(3), and is also not a project under CEQA pursuant to CEQA Guidelines Sections 15378(b)(2) and 15378(b)(5).
- Approve Amendment No. 12 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement as follows:
 - (a) Shift all FCC Licensing Work and costs from Phase 3 (Supply LMR System Components) to Phase 1 (System Design) in the amount of \$284,041.
 - (b) Increase the FCC Licensing Work to contemplate the licensing of all LMR subsystem frequencies at each of the applicable subsystem sites in the amount of \$139,076.
 - (c) Include a bridge warranty for the Specified Equipment (Core 1, Core 2, repeater sites, Site on Wheels, and Station B Equipment) purchased under previously approved Amendments to bridge the warranty gap for this equipment until such time as Final LMR System Acceptance is achieved in the amount of \$647,533.



- (d) Purchase Radio Equipment (quantity 45) for the Sherriff Department's Aero Bureau for mutual aid purposes in the amount of \$386,234.
- 3. Approve an increase to the total contract amount by \$1,172,843, increasing the Maximum Contract Sum from \$292,387,284 to \$293,560,127.
- 4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 12.
- 5. Delegate authority to the Executive Director to execute Amendment No. 12, in substantially similar form, to the enclosed Amendment.

Agenda Item K: Enclosure

L. AGREEMENT WITH THE AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD.

It is recommended that your Board:

- 1. Delegate authority to the Executive Director, or his designee, to execute an Agreement, substantially similar in form to the Enclosure, with ARIN that will allow the Authority to secure an ASN to assist its member agencies in locating and connecting to the PSBN at the cost of \$550 for an initial registration fee and an annual renewal fee of \$100 thereafter, for a term of one (1) year commencing on the date the Authority first receives service from ARIN with continual one (1) year renewal options.
- Delegate authority to the Executive Director, or his designee, to renew the Agreement with ARIN on an annual, as-needed basis, until either party terminates the Agreement pursuant to Section 14, (Term and Termination) of the Agreement, which is enclosed, subject to availability of funds.

Agenda Item L: Enclosures

M. APPROVE SITE ACCESS AGREEMENT WITH THE CITY OF LOS ANGELES-ACTING BY AND THROUGH ITS DEPARTMENT OF WATER AND POWER

It is recommended that your Board:

 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 this activity is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project, remains unchanged.

2. Authorize the Executive Director to finalize and execute, substantially similar in form to the attached SAA with the City of Los Angeles acting and through its Department of Water and Power. This SAA is for the Long Term Evolution (LTE) broadband communication sites within the cities' respective jurisdictions or under their control.

Agenda Item M: Enclosures

- IX. MISCELLANEOUS (None)
- X. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE BOARD
- XI. ADJOURNMENT and NEXT MEETING:

Thursday, July 9, 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

May 7, 2015 Grace E. Simons Lodge 1025 Elysian Park Drive, Los Angeles, CA 90012

Board Members Present:

Sachi Hamai, Chair, CEO, County of Los Angeles

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

Bill Walker, Fire Chief, City of Alhambra, representing Los Angeles Area Fire Chiefs Assoc.

Larry Giannone, Chief of Police, City of Sierra Madre, representing the Los Angeles County Police Chiefs Assoc.

Representatives For Board Members Present:

Patty Huber, Asst., CAO, representing Miguel Santana, CAO, City of Los Angeles

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

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

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

Chris Bundesen, Asst., Fire Chief, representing Daryl L. Osby, Fire Chief, Los Angeles County Fire Dept.

Dean Gialamas, Alternate Director, representing Jim McDonnell, Sheriff, Los Angeles County Sheriff's Dept.

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

David Povero, Captain, representing Kim Raney, Chief of Police, City of Covina

Greg Grammer, Asst., City Manager, representing Doug Prichard, City Manager, City of Rolling Hills Estates

Officers Present:

Patrick Mallon, LA-RICS Executive Director

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, Los Angeles Police Dept.

Sharon Tso, Chief Legislative Analyst, City of Los Angeles

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

Jim McDonnell, Sheriff, Los Angeles County Sheriff's Dept.

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

Mark R. Alexander, City Manager, CA Contract Cities Assoc.

Kim Raney, Chief of Police, City of Covina

Douglas Prichard, City Manager, City of Rolling Hills Estates



I. CALL TO ORDER

II. ANNOUNCE QUORUM – Roll Call

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

III. APPROVAL OF MINUTES (A)

A. April 2, 2015 – Regular Meeting Minutes

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

Ayes 13: Hamai, Chidester, Walker, Giannone, Huber, Everett, Frank, Farfan, Bundesen, Gialamas, Santome, Povero, and Grammer.

MOTION APPROVED.

IV. CONSENT CALENDAR - (None)

V. REPORTS (B-E)

- B. Finance Committee Report No Report
- C. Director's Report Pat Mallon

Executive Director Pat Mallon provided an update on the Funding Plan and stated during the month of March, we received a notice of "Opt-Out" from the City of Santa Clarita. A recap of the impact on the Funding Plan resulting from the previous withdrawals is reflected in Agenda Item F. The total impact to the Funding Plan to date stands at 9.47%. Although not in time to be included with the distribution of your agenda, we received notices of "Opt-Out" on Monday from the Cities of San Marino and Hermosa Beach. That will add an additional impact of .22% to the Funding Plan, bringing the total impact to 9.69%. Additionally, pursuant to your direction at the March meeting, a draft of an alternate funding plan has been included in today's agenda for discussion.

Long Term Evolution (LTE) Project Update

As previously reported, on March 24th, the Board of Supervisors took action relative to withdrawing approval to build LTE installations at County Fire Station Sites. On April 1st, the Los Angeles City Council took similar action relative to all City Fire and Police Stations. On April 3rd, National Telecommunications and Information Administration (NTIA) notified us of a suspension of the Broadband Technology



Opportunities Program (BTOP) grant and set a date of April 13th by which we were required to submit a Corrective Action Plan (CAP). In concert with representatives of FirstNet, NTIA committed to work with us to determine if any semblance of a usable system remained. Between April 3rd and the 13th, we worked closely with NTIA and FirstNet to develop a scaled back plan for providing at least a "starter" Public Safety Broadband Network (PSBN) system at County Sheriff Stations and at sites offered by independent cities. We also received contact from the State of California, California Office of Emergency Services (CalOES) offering their assistance in identifying state-owned sites that might provide some coverage in the County area.

On Monday, April 13th, we submitted a CAP, which included 46 Long Term Evolution (LTE) sites plus 15 sites where Cell on Wheels (COWs) could be deployed. On Tuesday, April 14th, we presented the CAP to the Board of Supervisors and gained their support to move forward with County Sheriff's sites and other non-County fire station sites. On April 17th, the Los Angeles City Council reconsidered their April 1st action and allowed the inclusion of City Police Stations and stated their preference that any LTE equipment be collocated on existing towers, if possible. With this action, we amended our CAP response to include 19 Los Angeles Police Department (LAPD) stations and 2 Los Angeles City proprietary sites to the CAP. This will allow a total system build-out of 82 sites. One of the NTIA CAP requirements is that the City and County assure their support before moving forward with any reduced system installation. We appreciate the action of the Board of Supervisors and the Los Angeles City Council for their support of public safety communications.

On Friday, May 1st, we received notice from NTIA that they have approved our CAP with amendments, and have lifted the suspension. Effective Monday, May 4th, we directed Motorola Solutions Inc., (Motorola) to move forward with a scaled down deployment of the PSBN system pending review by your Board. We have included Agenda Item I for your consideration of the CAP and a request for your approval to move forward with the revised deployment. Included in that Item is coverage information requested by your Board at the last meeting not only for the LTE system, but some coverage impacts realized through the loss of County Fire Station 56.

Executive Director Mallon stated previously that Board Member Mark Alexander asked for an analysis of the impact of loss of County Fire Station 56 on the LTE and Land Mobile Radios (LMR) systems. We noticed the two maps provided in the Agenda packet did not include the loss of coverage, which we will distribute this morning.

As to the LTE contract status with the approval of the CAP, the NTIA also recommended action relative to the BTOP grant. The BTOP grant amount was reduced by over \$37 Million. The new federal grant amount is \$117,142,137. The



NTIA also approved a reduction in the match required for our project. You may recall that the initial match required was almost 30% in combined hard and soft match. The newly approved match has been reduced to 15.05%. This reduction will have a direct impact on the annual operations cost which, as you might recall, includes reimbursement of the hard match advanced for the project by the County of Los Angeles. There are contract amendments for your consideration today as Agenda Item J that addresses the reduction in contract values for both Jacobs and Televate based on the reduced scope of the LTE project.

LMR Project Update

Executive Director Mallon stated that there has been no change to the status of the LMR contract since your last meeting.

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

The Jacobs Team is continuing to assemble information for the Environmental Impact Report (EIR) for the LMR project under California Environmental Quality Act (CEQA) requirements. As previously reported, it is anticipated that the EIR draft documentation will be ready for distribution in early summer. We are continuing to work with the Los Angeles City Mayor's office and Federal Emergency Management Agency (FEMA) staff and are moving forward with the National Environmental Policy Act (NEPA) process.

As in previous meetings, Motorola has advised that for the Hybrid System they will need the use of 88 - 700 MHz channels. We have a net of 65 channels available from the County. As you may recall, we found that 5 County channels created interference issues and cannot be used. 5 suitable replacement channels have been identified although they are licensed to other Southern California public safety agencies. Thus far, we have received concurrence on the use of 4 of these channels. Contour maps have been developed and shared with the last licensees to determine if we can cohabitate on their channel without causing interference to their operation. Their decision has not been forthcoming.

One potential alternative is to employ a strategy called Dynamic Frequency Blocking which will allow reuse of channels, particularly from the more remote areas of the LA-RICS deployment. There has been some progress in assignment of the 24 Reserve channels which we have requested from the Federal Communications Commission (FCC). This includes the 6 channels that will be required for area-wide interoperability. The remaining 18 can be assigned to LA-RICS at the conclusion of a regional plan. We understand that other entities including the Interagency Communications Interoperability System (ICIS) and the County of Riverside have



May 7, 2015

requested assignment of some of these channels. A decision by the Regional Planning Committee is hopefully coming in June.

As previously reported, the City of Los Angeles team has been working with Motorola to initiate a coverage and capacity analysis for the City areas. This analysis includes a consideration of a LMR system overlay to provide coverage for the City in two cells, in essence, on top of the original LA-RICS coverage. Another option is to enhance capacity in the four previously proposed cells aligning with the four LAPD operational Bureaus. The results of this analysis were presented to the City of Los Angeles team last week, and we hope for a direction in the next couple of weeks.

Urban Areas Security Initiative (UASI) Report from Judge Robert Bonner

As an undertaking of the UASI Approval Authority, Judge Robert Bonner was retained to examine potential paths forward to insure interoperability for public safety throughout the County, particularly between LA-RICS and the ICIS systems. Judge Bonner provided his report to the UASI Approval Authority on March 20th. His analysis suggested the best path forward to insure interoperability would be through a "system of systems." Judge Bonner will be heading up a task force to determine the best means of achieving this goal under a contract with the UASI Approval Authority. We look forward to working with Judge Bonner in this effort. It is anticipated that Judge Bonner will be presenting a Memorandum of Agreement (MOA) for your consideration at one of your meetings in the near future. This MOA will reportedly outline a working relationship between LA-RICS and the ICIS system.

Washington DC Delegation Meetings

Executive Director Mallon along with a delegation from the County of Los Angeles met with NTIA and FirstNet regarding the LTE Project on April 21st. Meetings were also held with the Minority Staff for the House Energy and Commerce Committee, Senator Boxer on April 21st and on April 22nd with Senator Feinstein, Congresswoman Judy Chu, 22nd District; Congressman Kevin McCarthy, 23rd District; Congressman Adam Schiff, 28th District; Congressman Tony Cardenas, 29th District; Congressman Ted Lieu, 33rd District; and Congresswoman Janice Hahn, 44th District. Executive Director Mallon stated that the purpose of the meetings was to gain their support for the lifting of the suspension of the BTOP grant as well as for congressional action as we move into the next budget year to extend the money that would remain in the BTOP grant, approximately \$37M which would be lost under the current action. We would ask that they restore the \$37M and provide us some time to look for some deployable options.



Oversight Committee

The Oversight Committee has been reformulated with the following representatives: Matias Farfan, representing the City of Los Angeles, Chief Legislative Analyst Office; Gerry Hertzberg, representing the County of Los Angeles, Chief Executive Office; and Board Member Mark Alexander, representing the Contract Cities Association. On April 8th, Oversight Committee members Hertzberg and Alexander met via conference call to discuss two Amendments. Amendment No. 14 to the Jacobs contract was approved reallocating some labor hours from Phase 3 LMR activities into Phase 1 to support activities needed prior to FEMA approval of construction. There was no change to the Jacobs contract value. The Amendment also documented a change in key consultant personnel. Amendment No. 11 to the Motorola LMR contract was also approved to Authorize Project Description Work on two potential replacement sites and to apply an existing credit from one dropped site to its replacement site. Project management costs for one site previously approved but omitted in Amendment No. 10 was also added and the approval of an exchange in the number of hand held inventory scanners in favor of additional portable inventory tablets. The net result in all of these changes was a net reduction in the overall contract value.

D. Project Manager's Report – Pat Mallon

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

Alternate Member Jose Santome suggested providing additional details, such as sub-categorizing under the Director's Report. For example, governments, budget, technical, etc. Alternate Member Santome is concerned about the transparency for Board of Directors and the public. His suggestion consists of public comments first, so the public does not have to wait to the end of the meeting to discuss items on previous meetings. Chair Hamai stated to confirm sub-categorize further, under the existing bullets of the Director's Report. Alternate Member Santome also stated to consider public comments first, which will be for non-agenized items and to continue with public comments at the end of the agenda for comments that are on the agenda.

E. Grant Status Report – Pat Mallon

Executive Director Mallon reported that there has been no change to the grant status since your last meeting. The UASI 2015 grant allocation process is under way. The UASI Approval Authority approved the allocations to each of the Investment Justification Areas. Allocations within IJ1 will be considered in the near future pending the efforts of Judge Bonner.



Alternate Member Horace Frank wanted confirmation that 2014 or 2015 still have not been released? Executive Director Mallon stated yes that is correct. They are waiting for Mr. Bonner to complete his process for both grants.

VI. DISCUSSION ITEMS (F)

F. Alternate Risk Based Funding Plan

Executive Director Mallon stated at the March meeting the Ad Hoc Sub-Committee asked that we consider a new funding plan. The first meeting proposed a risk base plan to underwrite the cost of maintenance of the system. This is presented for your discussion today, we are not asking for voting; we are asking for input. We will then provide the input to the Ad Hoc Sub-Committee for final review and recommendation for the Board. This is a Risk Base Plan for maintenance and operation only, and does not include risk for infrastructure development. Executive Director Mallon stated an example Huntington Park wants 100 radios on their system. Their cost would be 100 multiplied by \$240 a radio for the year. That fund for those subscribers would go into the system refresh fund, up until we get to a preset threshold. The recommendation for the first year is \$3M. Anything over the \$3M threshold will go back to the City and County based on their proportional share of contribution. Alternate Member Santome asked if staff can develop a buy in cost for Los Angeles Unified School District (LAUSD) as a main partner rather than a subscriber, and to provide a cost analysis and presentation. Alternate Member Santome requested a comparison scenario showing use of 1,000 radios.

Alternate Member Patty Huber requested to have a more detailed conversation on some of the calculations and to discuss off-line what governance changes need to be made. We need to understand where the assumptions came from such as governance based on if we are taking on the risk; we will be responsible for the operations and maintenance; it does raise a question of the continued decisionmaking power of Board members who are only subscribers, as to creating risk for Executive Director Mallon stated this is a significant the City and County. consideration. If that would be the case then the County would have two-thirds and the City would have one-third decision making power. Independent cities that are putting devices on the system are paying a share to the system refresh refund. Alternate Member Huber stated funding and construction of LMR is separate, but we need to consider the cost of sharing for LMR as well. Executive Director stated as far as the risk, subscription is for both systems. The Board will need to decide on a policy for those subscribers that are a member of the Authority and or for those who are not a member; there can be a difference subscriber rate. This is a policy that the Board can make. Alternate Member Huber stated we may be considering in June whether to adopt a revised funding plan. How will that change the timeline for members after a revised funding plan is adopted? Counsel Truc Moore stated when we adopt a new funding plan, there is a minimum waiting period of 45-days or the



Board can choose to extend the "Opt-out" period for a longer period than that. Alternative Member Matias Farfan asked if we place the revised funding plan on the next board agenda and it's approved, how much time would the City and County have to approve it through their legislative bodies. Executive Director stated the "Opt-Out" period can remain through November 23, 2015, or they can consider a revised date.

Alternate Member Chris Bundesen asked that when there are discussions with FirstNet, can we ask for a forecast of what is in the near future on a larger scale. The question from the Fire Department is based on signing-up as a subscriber now and not knowing what is to come later in terms of funding or cost. Chair Hamai states when we met with FiirstNet in Washington they were very eager to help out Southern California and they are on a different timeline than we are on. Request for Proposal (RFP) process may take two to five years once the RFP process is completed. Alternate Member Bundesen stated that there is concern of the functionality and depth of the system in order for it to be effective. There is a critical need to use it today on the LTE side. Public safety versus utilizing the current providers has not been a top priority on the funding side. LMR is a driving factor for the independent cities. Chair Hamai states we will need assistance once we complete the project system with LA-RICS with 82 sites. We need to try to get FirstNet to expedite; perhaps have LA-RICS as their first pilot. Executive Director Mallon stated there is a FirstNet Board meeting scheduled in San Diego the first week of June. Additionally, Sheriff Jim McDonnell had suggested that we reach out to FirstNet to have the General Manager TJ Kennedy come to Los Angeles to meet with the Chiefs of Police and Fire.

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

Executive Director Mallon stated in the February Board meeting an action item was included for an extension to the Televate contract through April of 2016. The Board asked that staff return at the May meeting to discuss how we will fund the operations. LA-RICS is working with State Homeland and Security Grant Program (SHSGP) to allocate 2014 grant funds to pay \$650,000, which is what we anticipate Televate's fee would be from October 1, 2015 through the end of April 2016.

The structure of Televate contract requires that we provide Work Authorizations. We will not be providing work authorizations, if we do not have the funding.

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

Executive Director Mallon stated this item is to provide more information on what was previously stated. The 9.47% total accumulated impact plus 0.22% is based on the San Marino and Hermosa Beach "Opt-Out".



Chair Hamai introduced Greg Grammer from Rolling Hills Estates, our newest member; welcome aboard Greg.

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

Executive Director Mallon stated we met the CAP deadline of April 13, 2015. In addition to the CAP that was submitted on April 13, 2015, we also submitted two addendums to add additional sites back into the system. We are working on requirements per NTIA and our deadline is May 31, 2015. LA-RICS must submit a three-year operating budget with revenue projections. We required Motorola to assign personnel with cellular deployment experience to assist in the LA-RICS project as well as submit environmental information and documentation. We are providing weekly updates on Outreach efforts. We will also be providing the budget and plan for activities by May 31, 2015. We will be working with NTIA and Motorola on selling some of the assets that we will not be using. We have been working with Motorola on a deployment schedule to start construction and to submit bills by September in a timely manner.

Executive Director Mallon also stated in CAP response include some maps (Enclosure 3) which show coverage of the 82 sites from a mobile and portable perspective. Within the urban area we cover about 2400 square miles (sq. miles) using mobile devices but we lost about 700 sq. miles along the Foothills and South Bay area. Portable coverage is much less.

Alternate Member Santome motioned first, seconded by Alternate Member Gialamas.

Ayes 13: Hamai, Chidester, Walker, Giannone, Huber, Everett, Frank, Farfan, Bundesen, Gialamas, Santome, Povero, and Grammer.

ITEM I WAS DISCUSSED OUT OF ORDER DUE TO CLOSED SESSION.

AGENDA ITEM A



J. AMENDMENT NO. 5 FOR PROFESSIONAL BROADBAND ENGINEERING (TELEVATE) 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

Alternate Member Santome motioned first, seconded by Chair Hamai.

Ayes 13: Hamai, Chidester, Walker, Giannone, Huber, Everett, Frank, Farfan, Bundesen, Gialamas, Santome, Povero, and Grammer.

K. AMENDMENT NO. 15 FOR PROJECT AND CONSTRUCTION MANAGEMENT (JACOBS) 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

Alternate Member Frank motioned first, seconded by Alternate Member Santome.

Ayes 13: Hamai, Chidester, Walker, Giannone, Huber, Everett, Frank, Farfan, Bundesen, Gialamas, Santome, Povero, and Grammer.

AGENDA ITEM A



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

Alternate Member Huber motioned first, seconded by Gialamas.

Ayes 13: Hamai, Chidester, Walker, Giannone, Huber, Everett, Frank, Farfan, Bundesen, Gialamas, Santome, Povero, and Grammer.

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

Board Member Chidester motioned first, seconded by Alternate Member Bundesen.

Ayes 13: Hamai, Chidester, Walker, Giannone, Huber, Everett, Frank, Farfan, Bundesen, Gialamas, Santome, Povero, and Grammer.

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

Chair Hamai asked a question to Executive Director Mallon. Previously you stated there are outstanding site access agreements. Ho many are there and where are they? Executive Director Mallon stated City of Pasadena, Burbank, Compton, and Santa Monica.

Alternate Member Santome stated he has a no vote based on the Outreach issue. Very important for Bunting and Katz to understand just because we can does not mean we should. Alternate Member Santome has concerns for the public, although we are not violating any rules and following compliance it is important for the public to understand how and why we are doing this project. Alternate Member Frank agrees with Alternate Member Santome concerns about the Outreach. Executive Director Mallon states we are doing Outreach, for example on Tuesday; we met with the City of Arcadia and we are working with Katz to distribute door hangers to residents

Soo feet of the site. Chair Hamai stated Outreach will be taking place prior to

construction. Executive Director Mallon stated yes. Pasadena, does not have residents because it's on a Civic Center, Burbank is at a Police Station similar situation. Compton is at a Fire Station and will do Outreach at this location. Santa Monica location is a water tank and are some residents near, which we will provide Outreach.

Ayes 11: Hamai, Chidester, Walker, Giannone, Huber, Everett, Farfan, Bundesen, Gialamas, Povero, and Grammer.

Noes 2: Santome and Frank

- VIII. MISCELLANEOUS (None)
- IX. PUBLIC COMMENTS (None)
- X. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE BOARD

AGENDA ITEM A



XI. CLOSED SESSION REPORT

CLOSED SESSION REPORT WAS HEARD BEFORE ITEM I

Conference with Legal Counsel – Anticipated Litigation (subdivision (d) (2) and (d) (4) of Government Code Section 54956.9 2 cases). The Board entered Closed Session at 9:45 AM, and reconvened to Open Session at 10:11 AM. The Brown Act does not require a report.

XII. ADJOURNMENT and NEXT MEETING:

Chair Hamai announced adjournment of this meeting at 10:30 a.m. The Board's consensus was unanimous. The next Board meeting will take place on Thursday, June4, 2015, at 9:00 a.m., at the Grace E. Simons Lodge.

May 7, 2015

AGENDA ITEM A

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. 38 For May, 2015 Submitted May 28, 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	

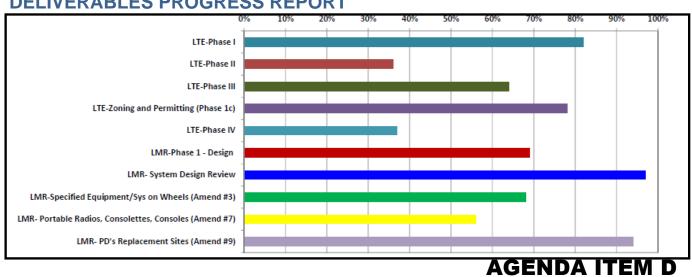
RISK REGISTER

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	JUNE, 2015
LTE PHASE II	IN PROGRESS	OCTOBER, 2015
LTE PHASE III	IN PROGRESS	SEPTEMBER, 2015
LTE ZONING AND PERMITTING (PHASE 1C)	IN PROGRESS	AUGUST, 2015
LTE PHASE IV	IN PROGRESS	OCTOBER, 2015
LMR PHASE 1 DESIGN	IN PROGRESS	NOVEMBER, 2015
LMR SYSTEM DESIGN	COMPLETED	JUNE, 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	JUNE, 2015

DELIVERABLES PROGRESS REPORT



LA-RICS MASTER CALENDAR

June 2015 (Proposed)									
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday			
	1 1400 – LTE System Design & Site Meeting w/MSI	2 0900 - WESM Mtg 1000 - LMR Weekly Site & System Design Mtg	3 0800 – Weekly LTE Backhaul Mtg 1330 - LA-RICS LMR Early Deployment / LMR Project Review Status	4 1400 - LA-RICS LTE/LMR Weekly Change Management Meeting	5	6			
7	8 1400 – LTE System Design & Site Meeting w/MSI	9 0900 – WESM Mtg 1000 – LMR Weekly Site & System Design Mtg	10 0800 – Weekly LTE Backhaul Mtg 1330 - LA-RICS LMR Early Deployment / LMR Project Review Status	11 1400 - LA-RICS LTE/LMR Weekly Change Management Meeting	12	13			
14	15 1400 – LTE System Design & Site Meeting w/MSI	16 0900 – WESM Mtg 1000 – LMR Weekly Site & System Design Mtg	17 0800 – Weekly LTE Backhaul Mtg 1330 - LA-RICS LMR Early Deployment / LMR Project Review Status	18 1400 - LA-RICS LTE/LMR Weekly Change Management Meeting	19	20			
21	22 1400 – LTE System Design & Site Meeting w/MSI	23 0900 – WESM Mtg 1000 – LMR Weekly Site & System Design Mtg	24 0800 – Weekly LTE Backhaul Mtg 1330 - LA-RICS LMR Early Deployment / LMR Project Review Status	25 1400 - LA-RICS LTE/LMR Weekly Change Management Meeting	26	27			
28	29 1400 – LTE System Design & Site Meeting w/MSI	30 0900 – WESM Mtg 1000 – LMR Weekly Site & System Design Mtg							

LTE TECHNOLOGY UPDATES

- LMR/LTE Shared Site Activities
 - Continued review of all shared LMR/LTE sites
- Received following PSBN test documents
 - Battery monitor ATP
 - KPI monitoring plan
 - RBS 6000 installation ATP
 - RBS installation quality checklist
- Received the following initial and updated documents
 - PSBN VML 750 R3 release schedule
 - Backhaul site connectivity and pricing update document
 - Backhaul topology map reflecting updates for three (3) backhaul links
- Issuance of the following seven (7) NTP's:
 - NTP 20: For the order for PSBN microwave equipment
 - NTP 21: For site construction and site modification for 69 sites, partially cancelling the Suspension Order issued on April 3, 2015
 - NTP 22: For the return of the Redundant Evolved Packet Core (EPC)
 - NTP 23: For the ordering of fiber optic equipment
 - NTP 24: Order for leased circuit services
 - NTP 25: Return of excess PSBN equipment
 - NTP 26: Order for fiber optic equipment for City of Los Angeles Sites.
- Ongoing IMS activities
- Ongoing backhaul design activities incorporating existing Microwave and fiber networks for backhaul inclusion.
- Ongoing Weekly LTE System Design and Site Development Meetings
- Ongoing LTE project reports received weekly/ monthly
 - Weekly Status Report
 - Monthly Status Reports
 - Integrated Master Schedule (IMS)

LMR TECHNOLOGY UPDATES

- LMR/LTE Shared Site Activities
 - Continued review of all shared 39 LTE/LMR sites.
- Ongoing Working Weekly LMR System Design and Site Documentation meetings.
 - 14 of 25 Site drawings reviewed and complete, 11 Site reviews are due this week.
- Ongoing Early Deployment engineering
 - Began to develop fleet mapping procedures for Sheriff Test radios.
 - Acceptance Test Plans complete.
- Completed final review of Motorola Design Deliverables
 - Reviewed with Authority staff and Motorola to document final comments.
- Microwave Backhaul design analysis
 - Reviewed paths and reconfigured design to make the design more efficient by using fewer sites and closing local rings
- Ongoing FCC Licensing Meeting
 - Discussion of path forward for all licensing Issues. RFQ for FCC license T-Band frequency sets at all sites.
 - 700 MHz planning and submission for additional five frequencies pairs and seeking Letters of Concurrence from current operators.
- Ongoing LMR project reports received weekly/ monthly:
 - Weekly Status Report
 - Monthly Status Report
 - Integrated Master Schedule (IMS)
 - Site Analysis and Inclusion of USFS Sites
 - Participated in Joint Operations and Technical Committee meeting

LTE SITES/CIVIL DELIVERABLES

- Resubmitted Route Mod 3 request (11 sites) to NTIA
- Submitted six FCC Forms 620/621 to SHPO
- Prepared Tribal letter (outreach response) for Soboba Band of Luiseno Indians
- Conducted CATEX analysis for COW sites under consideration
- Incorporated NTIA comments to Supplemental EA-1, submitted revised draft of supplemental EA-1 to NTIA for review, continued development of the public draft document
- Conducted analysis in support of Supplemental EA-2
- Prepared internal draft of the Biological Assessment, submitted to LA-RICS' internal reviewers
- Participated in meetings with NTIA to discuss supplemental EAs, NHPA compliance, and USFWS consultation progress
- Continued oversight of MSI/GD environmental compliance efforts
- Participated in on-site meetings and continued to support design process regarding environmental constraints
- Coordinating with BEMIS for exhibit and/or plan needed to finalize the SAA process for remaining Independent City sites
- Finalizing list of COW sites and preparation of COW site visit reports

LMR SITES/CIVIL DELIVERABLES

- Attended teleconferences with LA City Mayor's Office Staff and FEMA personnel to discuss NEPA approach
- Continued review of the environmental database of LMR sites for preparation of site summary forms for CEQA analysis of each site
- Continued preparation of EIR document.
- Continued FCC 620/621 preparation and TCNS submittals for LMR sites
- Provided responses to FEMA's comments to the Endangered Species Act no-effects determinations
- Contacted USFWS to set up a meeting to discuss Endangered Species Act evaluations and initiated preparation of materials to support the meeting
- Conducted a wetlands deconfliction for the LMR sites and provided the results to FEMA
- Prepared and submitted a proposed outline for the FEMA Programmatic Environmental Assessment
- Continue to finalize list of sites going into final design.

JACOBS



LA RICS LMR Summary Schedule

24-Mar-15 07:10 Page: 1 of 1 LA RICS_LMR_IMS_repl-2

Data Date: 21-Mar-15

	Su			Critical Remaining Wo	ork	
_	 Primary Baseline	\Diamond	\Q	Baseline Milestone		
	Actual Work	•	•	Milestone		
	Remaining Work	\Diamond	\Diamond	Milestone		
Ц	2017			0040	0010	

y ID	Activity Name	Start	Finish	Total	% Complete		.015		016 2017 2018 2019	
				Float		2 Q3 Q4 Q1 Q2 Q3 Q4 Q1 Q2	Q3 Q4	4 Q1 Q2	Q3 Q4 Q1 Q2 Q3 Q4 Q1 Q2 Q3 Q4 Q1 Q2 Q3	
LA-RICS MSI LN	IR Integrated Master Schedule (IMS) Replan	28-Aug-13 A	18-Mar-19	-256	27.84%				18-Mar-19,), LA-RI
Phase 1 - LMR	System Design	28-Aug-13 A	24-Nov-15	586	69.26%			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 Sig	gned			
LMR_390	Notice to Proceed Phase 1	09-Sep-13 A			100%	Notice to Proceed Phase 1				
Project Manage	ement Plan	09-Sep-13 A	23-Dec-13 A		100%	23-Dec-13 A, Project Managemen	nt Plan			
LA-RICS Delive		24-Mar-15		-138	0%			LA-RICS Deliv	erables	
	des Access to Core Sites	18-Sep-13 A	· ·		100%	18-Mar-14 A, LA-RICS Provi	ides Acces	ss to Core Site	s	
Early Shipmen		27-Sep-13 A	10-Dec-14 A		100%	10-Dec-14	A, Early S	hipment		
	Specified Equipment Shipment and System on Wheels	20-Dec-13 A	21-Oct-15	-232	67.53%			21-Oct-15, Am	endment 3 - Specified Equipment Shipment and System on Wheels	
	Station B Equipment	20-Dec-13 A	03-Nov-15	-241	66.24%			03-Nov-15, A	mendment 4 - Station B Equipment	
Integration of S		23-May-14 A	09-Jun-14 A		100%	■ 09-Jun-14 A, Integratio	on of SOW	and STB		
<u>_</u>	· VDC Core 2 Deployment	17-Apr-14 A	06-May-14 A		100%	□ 06-May-14 A, Amendmen	nt 5 - VDC	Core 2 Deploy	ment	
	Portable Radio Equipment, Consolettes, & Consoles	07-May-14 A	-	-256	55.61%			24-Nov-15,	Amendment 7 - Portable Radio Equipment, Consolettes, & Consoles	
	· Portable Radios and Radio Accessories	28-Aug-14 A			100%	22-Sep-14 A, An	mendment	8 - Portable R	adios and Radio Accessories	
	otion Preparation	18-Sep-13 A	06-Dec-13 A		100%	06-Dec-13 A, Project Description F	Preparatio	n		
	Project Descriptions for 26 potential replacement sites	26-Nov-14 A	01-May-15	730	94.34%	0·	1-May-15,	Amendment 9	- Project Descriptions for 26 potential replacement sites	
Environmental		15-Jul-14 A	26-Jun-15	-178	71.37%		■ 26-Jun-	15, Environm	ental Review	
Design Review		09-Oct-13 A	24-Nov-15	-256	69.83%		_	24-Nov-15,	Design Review	
Phase 1a - Lice		23-Mar-15	02-Jul-15	298	0%		02-Jul-	15, Phase 1a -	Licensing Process	
LMR_1547	License Preparation	23-Mar-15	01-Jul-15	297	0%		01-Jul-1	15, License Pr	eparation eparation	
			0.04.10							
LMR_1548	FCC Licensing Processing	02-Jul-15	02-Jul-15	297	0%		02-Jul-	15, FCC Licen	sing Processing	
LMR_1549	B.1.6 FCC License and Application Forms - FCC Licenses Granted		02-Jul-15	298	0%		8 02-Jul-	15, B.1.6 FCC	License and Application Forms - FCC Licenses Granted	
Phase 1h - Sub	mit Required Permits & Approvals	29-Jun-15	20-Jan-16	-2	0%			20-Jan-	16, Phase 1b - Submit Required Permits & Approvals	
Zoning Permit	The required Fernites & Approvals	29-Jun-15	31-Dec-15	-2	0%			31-Dec-1	5, Zoning Permit	
Building Perm	ite	21-Jul-15	20-Jan-16	-2	0%				16, Building Permits	
Receive Permit		05-Aug-15	20-Jan-16	-2	0%				16, Receive Permit Approvals	
	Construction and Site Modification	22-Jun-15	21-Oct-16	95	0%				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- lun-	15 Notice to I	Proceed Phase 2 Received for Sites	
LIVIN_1030	Notice to Froced Friday 2 Necessed for Oiles		20-3411-13	-131	0 70		♦ 20-Juli-	15, Notice to	Toceed Fliase 2 Received for Sites	
LMR_1855	Notice to Proceed Phase 2 Received for Materials		27-Aug-15	-204	0%		\$ 27-A	Aug-15, Notice	to Proceed Phase 2 Received for Materials	
Notice to Proce	eed Phase 2 for Sites (Broken out by Site #)	22-Jun-15	27-Jan-16	-2	0%			27-Jan-	16, Notice to Proceed Phase 2 for Sites (Broken out by Site #)	
Site Constructi		28-Aug-15		-182	0%			28-Dec-1	5, Site Construction Materails	
Site Build / Mo		12-Oct-15	21-Oct-16	95	0%				21-Oct-16, Site Build / Modifications	
	ly LMR System Components	02-Jul-15	24-Aug-16	398	0%				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	
5725		02 041 10	02 041 10		370					
LMR_3893	Notice to Proceed Phase 3		24-Nov-15	-256	0%		{	34-Nov-15,	Notice to Proceed Phase 3	
LMR_6800	B.3.9 System Management and Monitoring Subsystem	20-Apr-16	20-Apr-16	486	0%			20	Apr-16, B.3.9 System Management and Monitoring Subsystem	
Manufacturing	/ Staging / Site Development and Test	25-Nov-15	24-Aug-16	8	0%				24-Aug-16, Manufacturing / Staging / Site Development and Test	
	System Implementation	23-Mar-15	18-Mar-19	-256	0%				18-Mar-19,), Phas
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	
1_0000			, .p. 10					♦ 20	7. 10. 10. 2.7. The Cyclem management and monitoring oursystem	
LMR_3921	Notice to Proceed Phase 4		09-May-16	-230	0%			\$ c	9-May-16, Notice to Proceed Phase 4	
DE Emissie - C	of the Ponort	22 Mar 45	24 8.00 45	646	00/		31-4	Aug-15 RFFn	nission Safety Report	
RF Emission S		23-Mar-15	31-Aug-15	646	0%				16-Mar-18, Implementation & Testi	tina
Implementation		11-Feb-16 19-Mar-18	16-Mar-18 18-Mar-19	-256 -256	0% 0%				18-Mar-19,	
Warranty - 12 n			LO-IVIAL-1A	-230	U 70		1 1	1 1	10-Wai-19,	za e e a i i

JACOBS



LA RICS LTE Master Schedule

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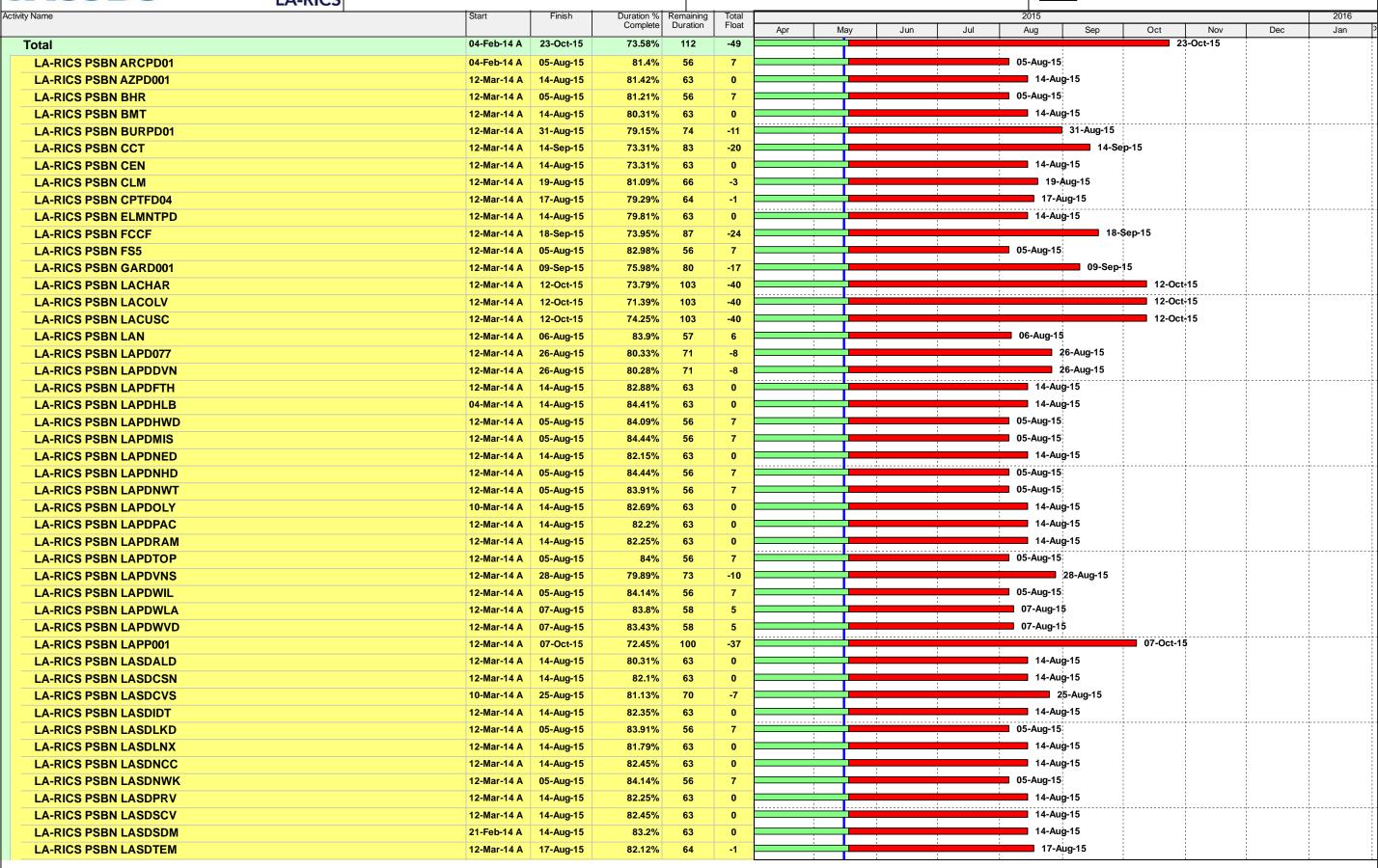
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Remaining Level of Effort Critical Remaining Work

Actual Level of Effort Milestone

Remaining Work Milestone

Actual Work



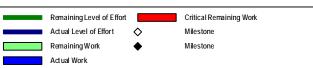


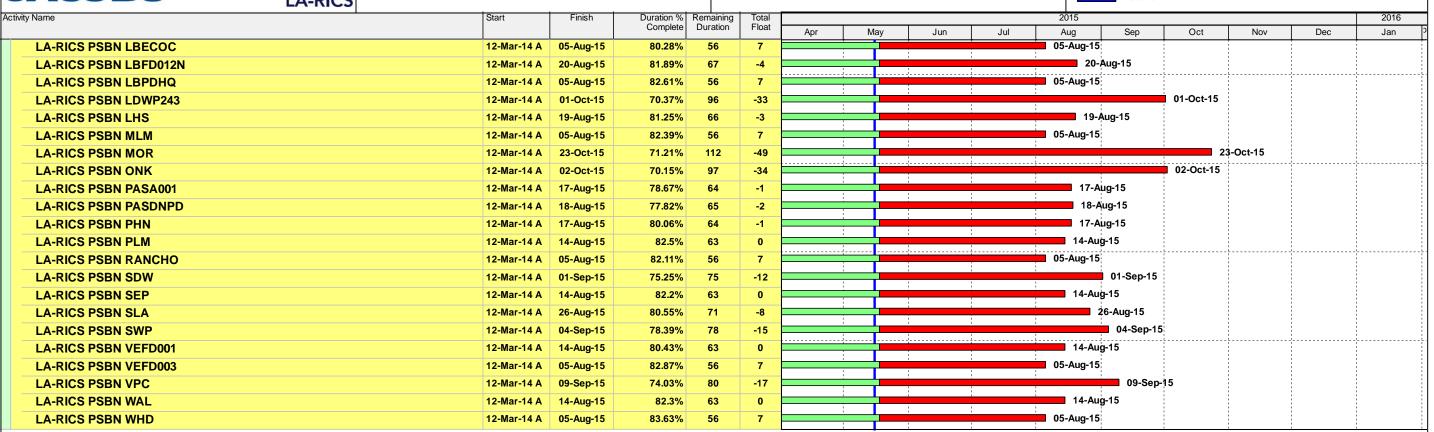


LA RICS LTE Master Schedule

21-May-15 07:56 Page: 2 of 2 PSBN_FS5-2...

Data Date: 16-May-15







Monthly Report #21

Reporting Period: 04/20/15 thru 05/15/15

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

Motorola Solutions, Inc.



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1. Executive Summary

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

The LA-RICS LMR program is currently in Phase 1 LMR System Design. Notices-To-Proceed numbers 1 through 11 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 alternate sites "Project Descriptions".

The Authority issued Notice to Proceed (NTP) 11 for two additional Project Descriptions for potential LMR replacement sites.

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

This month's report for the LA-RICS LMR program covers the reporting period from **04/20/15** through **05/15/15**. 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. A presentation was made to Los Angeles City and LA-RICS project staff representatives providing the City with either an expansion of the current four cell design or a two cell overly. The City is expected to a make a final decision shortly. This will cause a new design review. Next steps will be to start construction drawings on sites the Authority has secured permission for onsite work by Motorola.

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 Projec	LMR Project Dashboard										
Category	Rating	Change	Comments								
Schedule			EIR milestones have been incorporated into the schedule which impacted the start of construction into 2016.								
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
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreement	In Process
NEPA FONSI	In Process
CEQA Notice of Determination	In Process
Project Descriptions	
Develop 26 Project Descriptions for Alternative Sites (25 of 26 Completed)	In Process
Develop 2 Additional Project Descriptions	In Process

2.2 Tasks Planned for Next Period (05/18/15 thru 06/12/15)

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

Activity Name	Planned Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreement	On Going
Access to Core Sites	On Going
NEPA FONSI / CEQA Notice of Determination	On Going
Environmental Review & Documentation (Authority)	
Environmental Consultant Initiates CEQA & EHP/NEPA Analysis	On Going
Prepare Preliminary Draft EHP/NEPA Form	On Going
Prepare EIR	On Going
Project Descriptions	
Complete One Project Descriptions for Alternative Sites (Simpson Building)	On Plan to Finish
Develop 2 Additional Project Descriptions	On Going

2.3 Authority Look-Ahead Tasks (120-Day)

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

Activity Name	Start
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreement	09-Sep-13 A
LA-RICS Provides Access to Core Sites	18-Sep-13 A
NEPA FONSI / CEQA Notice of Determination	On Going
Environmental Review & Documentation (Authority)	
CEQA Exemption Applicability & Eligibility Screening & Assessment	On Going
Environmental Consultant Performs CEQA Environmental Review & Prepares Draft CEQA Determination	On Going
Lead Agency CEQA Determination	On Going
Consult Federal Agency and Prepare Draft NEPA Document	On Going
Prepare NEPA Document	On Going
Submit Final EHP & NEPA Document	On Going
Federal Lead Agency NEPA Determination	On Going
Complete Project Description Review for 26 Potential Sites	On Plan to Finish
Complete 2 Additional Project Descriptions Review	On Plan to Finish
Authorize to start work on the sites listed in Amendment 9	On Plan to Start
Phase 1b Submit Required Permits and Approvals	
See Environmental Review & Documentation tasks above	On Going

3. Project Risk Register

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

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 Q4 2015.
02-02	System Design impacts due to changes	Motorola and the Authority have analyzed probable
	in site conditions	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 MSI incorporated		MSI incorporated the EIR milestones into the project
	Report	schedule which impacted the start of construction
		into 2016. 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

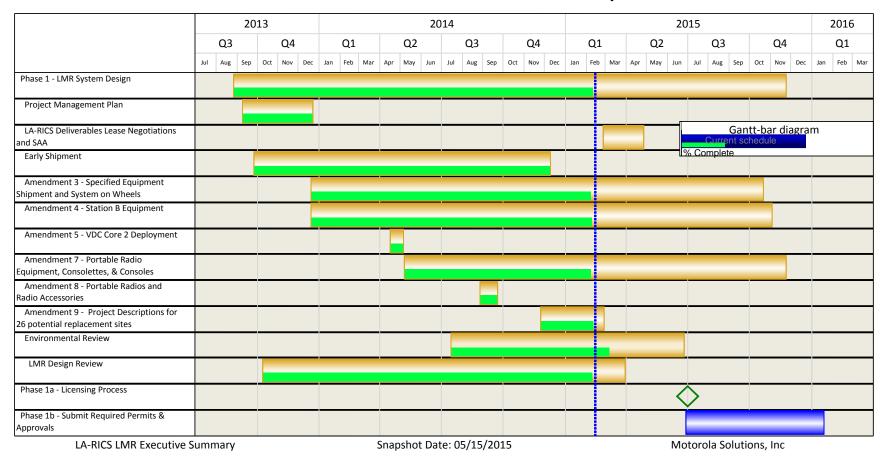
The following represents the invoice payments that were completed during the reporting period and the remaining amount to be invoiced and paid.

Invoice Payment Category	Invoice Payment Totals
Contract Sum Full Payable Amount (Phase 1)	\$ 40,304,260
Cumulative Invoice Payments from Last Report	\$ 36,071,735
Total Invoice Payments This Period	
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 - #15

Reporting Period: 4/20/15 thru 5/15/15

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

Motorola Solutions, Inc.



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1. Executive Summary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On March 18, 2015 the Authority issue **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).

On April 2nd, 2015 the Authority issued a formal **Suspension Order**, directing Motorola to halt the procurement equipment.

On April 3rd, 2015 the Authority received a **Stop Work Notice** for all work and was issued a Corrective Action Plan (CAP) from NOAA 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.

This report covers the period of time from **4/20/15** through **5/15/15**. New Master Schedule was released on 5/07/15

On May 7, 2015 the Authority issued **NTP 20**, authorizing Motorola to proceed with ordering the necessary microwave radio equipment and accessories to implement the PSBN microwave paths remaining as part of the CAP site list.

On May 7, 2015 the Authority issued **NTP 21**, partially cancelling the Suspension Order that was issued on April 3, 2015 and authorized construction to resume at the 69 sites identified in the Corrective Action Plan.

On May 7, 2015 the Authority issued **NTP 22**, directing Motorola to 1) return Additive Alternate No. 1, the Redundant Evolved Packet Core (EPC), assigned to the Los Angeles Police Department Valley Dispatch Center (LAPDVDC) to Ericsson; (2) recover the redundant EPC for Motorola's use in other projects or (3) resell the Redundant EPC to a secondary market. Motorola is evaluating the cost impacts and the legal possibilities with the directive issued in this NTP.

On May 12, 2015 the Authority issued **NTP 23**, authorizing Motorola to order fiber optic equipment and provide services via contract between Fujitsu and Motorola in order to create a link between the FCCF and the City fiber ring. NTP 23 was limited to the County portion of the design.

On May 15, 2015 the Authority issued **NTP 24**, authorizing Motorola to order leased fiber services from AT&T, Verizon, and Time Warner to provide connections between the applicable CAP sites and the FCCF EPC site.

On May 15, 2015 the Authority issued **NTP 25**, directing Motorola to 1) return the excess PSBN equipment to its manufacturers, 2) recover the excess equipment for Motorola's use in other projects, or 3) resell the excess PSBN equipment to a secondary market, in accordance with the list of equipment in the NTP. Motorola is evaluating the list of equipment provided in the NTP and the cost impacts and the legal possibilities with the directive issued in this NTP.

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

PSBN Proje	PSBN Project Dashboard				
Category	Rating	Change	Comments		
Schedule			Motorola & Authority to agree on a new SOW and Test Plan to incorporate into the schedule as a result of the substantial changes associated with Corrective Action Plan.		
Quality			Hose Tower mechanism failure. Manufacturer is providing report remediation design. Motorola will implement remediation design for any remaining towers left in operation		
Risk			Suspension Order and Site reductions attributed to the Corrective Action Plan requires substantial revisions to the project.		
Scope	•		The reduction of the number of sites to be constructed and other requirements of the Corrective Action Plan requires one or more contract amendments to adjust Scope in the current Agreement.		
Budget			The financial budgetary impact of the Corrective Action Plan 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
LA-RICS Deliverables	
Site Access Agreements & Right of Entry Permits	As needed

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

2.2 Tasks Planned for Next Period (05/18/15 thru 06/20/15)

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

Activity Name	Planned Status
LA-RICS Deliverables	
Provide Access to Sites	As needed
Right of Entry Agreements	As needed
Surveys and Geotechnical Studies	As needed
Site Access Agreements	As needed
SHPO Submittal and Approvals	As needed
Zoning and Permitting Outreach	As needed
Supplemental EA & Approvals	As needed
Construction Inspections	As needed
System Design Activities	
Incorporate Authority Comments	As needed
System Design Review & Approval	As needed
Site Design Activities	
Site Walk	As needed
Site Sketch Development	As needed
Site Sketch Approvals	As needed
Site Surveys (1A)	As needed
Zoning Package Development and Review	As needed
Zoning and Permitting	
FAA Determination	As needed
Geotechnical Survey Reports	As needed
Zoning Package Submittal and Approval	As needed
Construction Drawings	As needed
Site Construction and Site Modification (Phase 2)	
Site Layout - Construction Mobilization	As needed
Excavation and forming for Tower and Equipment Pad	As needed
Foundation Pour with Test Cylinders	As needed
Complete 3 day Cylinder Test	As needed
Tower Installed	As needed
Set Generator and Fuel Tank incl plumbing test	As needed
Install Antennas and lines	As needed
Install New ground rods	As needed
Trenching New electrical service	As needed
Inspect any trenching (LARICS Rep and Muni Inspector)	As needed
Rough in New electrical service	As needed
Inspection of Rough in electrical	As needed
Ground Resistivity Test Completed	As needed
Final Electrical Hook up	As needed
Supply PSBN Components (Phase 3)	

Activity Name	Planned Status
	As needed
	As needed
NTP LTE Modem/Router (VML 750)	Start
System Implementation (Phase 4)	
LTE EPC Install, Configuration, Testing (Potential Reconfiguration)	ON HOLD
Redundant EPC (Additive Alternate #2) (Removal)	ON HOLD
Installation of eNB Base Frames, BBS & TMR Cabinets	As needed

2.3 Authority Look-Ahead Tasks (120-Day)

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

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

Activity Name	Start
PSBN Site Equipment Inspections	As needed
PSBN Training	On Plan to Start

3. Project Risk Register

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

Title	Assigned	Impact	Risk Description	Status
Equipment Order	LA-RICS	High	NTP for spare equipment, COWs	Requires NTP
NTPs	2	6	and LTE modems (VML 750)	
				NTPs for
Construction NTPs			Applicable remaining sites	construction
& Site Access	LA-RICS	High	requiring NTPs for site construction	resolved. Pending
Agreements			and SAAs	SAAs for for a small
				number of sites
			Schedule compression caused by	In Process. Batches
Permit Submittals	Motorola	⊔iah	site delays will eventually result in	of 90% drawings to
Permit Submittals	IVIOLOTOTA	High	a large surge to the permitting	be submitted for
			backlog.	review by Auth
Independent City			Site location changes are delaying	Site selection
Participation & Site	LA-RICS	High	, ,	resolved.
Changes			the backhaul design completion	resolved.
				Project suspension
Suspension Order	LA-RICS	High	Project Suspended	lifted on 5/7/15 to
				resume construction

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	Action required by SHPO to complete applicable CAP sites.
06-01	Fiber Connectivity	Began the ordering process for leased fiber circuits for applicable sites. Timeline for delivery for site testing is at risk for longer lead sites. Attempting to
		expedite lines with carriers.
07-03	Sites Undecided, On Hold, or Pending	Sites that do not have approved site sketches, 1A

ID	Event / Circumstance	Remedial Action Taken or Required
	Change	surveys completed, or are not cleared for
		Geotechnical boring as of this reporting period are at
		high risk of not being implemented by the project
		deadline.
		Timelines for the power companies to deliver new
		commercial power is on the critical path for project
10-01	Inadequate Commercial Power at Sites	completion. Authority and Contractor met with the
		power companies and were able to gain agreements
		that will help expedite power to the sites.
10-02	Commercial Power Designs Require	Authority Environmental Staff to review EA and
10-02	Work Outside of the Polygon	submit modifications as necessary.
14.01	Suspension Order	Suspension lifted on 5/7/15 to resume construction
14-01	Suspension Order	for CAP sites.

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	TBD	
Requirement for Geo Redundant Sivilvis	Authority and Motorola	IBU	
Responsibility for Commercial Power at	wer at Requirement is being reviewed by		
Sites with Inadequate Power	Authority and Motorola	Resolved	
Differing Cita Conditions	Requirement is being reviewed by	TDD	
Differing Site Conditions	Authority and Motorola	TBD	
Dackground Chack Mathad	Requirement is being reviewed by	TDD	
Background Check Method	Authority and Motorola	TBD	

6. Financial Status

The following table represents the invoice payments that have been completed to date. The revised Contract Sum amount based on the Corrective Action Plan is being reviewed by the Authority and Motorola. For this reporting period the Contract Sum is based on the same amount listed in the previous 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	(\$ 18,558,806)
Total Invoice Payments This Period	(\$ 1,794,012)
Remaining Amount to be Paid	\$ 94,815,707

7. LA-RICS PSBN Project Schedule

The 182 site project schedule re-plan was on track to be delivered during the previous reporting period. However, the Suspension Order and subsequent Corrective Action Plan required the project schedule re-planning efforts to start over with a revised site list, revised scope, and remobilization start dates. Motorola initially used a May 1st, 2015 as the estimated restart date with a 2 to 3 week construction crew remobilization period to initiate construction start activities at eligible sites. The project schedule was then modified to reflect an actual restart date of 5/7/2015. The remobilization for applicable sites was then delayed by an additional week due to new outreach requirements for the affected sites. The current schedule indicates applicable construction drawings and permit activities, construction activities, equipment placement, and a basic site test that may or may not use temporary power and temporary backhaul. The parties are currently working to resolve the required elements for the tasks associated with Punchlist Resolution, Final Documentation, Training, or Final System Acceptance Testing. For this reporting period the attached PDF file is used in lieu of the Executive Snapshot view and provides a summary view by phase by site with the exception of the tasks mentioned above. The start of each phase is based on the NTP release dates for each applicable phase.

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See attached PSBN Summary Schedule (PDF file)



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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PATRICK J. MALLON EXECUTIVE DIRECTOR

June 4, 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

Member Agencies who have Opted-Out

Member Agencies		% of Cost Allocation
City of Alhambra Date of Withdrawal: 0	9/22/14	
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%
City of Burbank Date of Withdrawal: 0	8/20/2014	
Explanation of Withdrawal of Membership	No reason cited in letter of withdrawal.	0.80%
City of Calabasas Date of Withdrawal: 0	06/11/14	
Explanation of Withdrawal of Membership	City Manager Anthony Coroalles provided a letter indicating the City's withdrawal from LA-RICS; however, no official documentation was provided to the City Council. A phone call was placed to the City Manager regarding when the City Council took formal action and the reasons for withdrawing from LA-RICS.	0.10%
City of El Segundo Date of Withdrawal: 0	8/19/2014	
Explanation of Withdrawal of Membership	No reason cited in letter of withdrawal.	0.17%

Member Agencies		% of Cost Allocation
City of Gardena Date of Withdrawal: 0	7/15/14	
Explanation of Withdrawal of Membership	Police Chief Ed Medrano of Gardena in his Staff Report to City Council stated that while supportive of LA-RICS, City staff has determined that it is not in the best financial, technical and operational interest of the City at this juncture to remain a member of LA-RICS without having a clearer understanding of the costs, service level and overall viability of the system over a fifteen to thirty-year horizon.	0.25%
City of Glendale Date of Withdrawal: 0	7/24/14	
Explanation of Withdrawal of Membership	City Manager Scott Ochoa in his Staff Report to City Council provided an analysis of LA-RICS and Glendale needs and determined that an attractive feature of the LA-RICS system is that it increases the coverage area of local agencies to a Los Angeles Countywide radio system. However, Glendale radio users currently have such capabilities through its partnership with other agencies in the Interagency Communications Interoperability System (ICIS), which has operated as a JPA since 2003. Of note, it was recently verified that there is a technology integration path between the ICIS and LA-RICS network, contained within the LA-RICS vendor contract which allows full interoperability between both radio networks. Of significant importance, is the LA-RICS LTE grant requirement that services be offered to non-member agencies of the JPA on a subscription basis. As host city of the ICIS radio system, Glendale is compelled by the ICIS JPA to provide its members 24 months advance notice of its intent to separate from the JPA. Of late, ICIS has been approached by many independent cities expressing interest in joining the JPA, with the City of Santa Monica submitting a formal letter of intent to join. Based on the foregoing, at this time staff does not believe it is in the best financial, technical and operational interest of the City of Glendale to remain a member of LA-RICS, thus it is recommending withdrawal from the LA-RICS JPA.	1.43%

Member Agencies		% of Cos Allocation
City of Hermosa Beac Date of Withdrawal: 1		
Explanation of Withdrawal of Membership	Verbal notice given via telephone conversation. Pending written notice of withdrawal.	0.12%
City of Long Beach Date of Withdrawal: 0	1/08/2015	
Explanation of Withdrawal of Membership	City Manager, Patrick West notified LA-RICS of withdrawal, citing no reason, however stating Long Beach will continue to be supportive of the LA-RICS project, and will, where feasible, support the construction of infrastructure necessary for the implementation of the LA-RICS project within the City of Long Beach.	3.13%
City of Manhattan Bea Date of Withdrawal: 0		
Explanation of Withdrawal of Membership	No reason cited in letter of withdrawal.	0.24%
City of Monrovia Date of Withdrawal: 0	3/03/2015	
Explanation of Withdrawal of Membership	No reason cited in letter of withdrawal.	0.31%
City of Palos Verdes E Date of Withdrawal: 0		
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%

Member Agencies		% of Cost Allocation
City of Pomona Date of Withdrawal: 0	06/17/14	
Explanation of Withdrawal of Membership	The Chief of Police in his Staff Report to City Council stated that he does not believe that cost and other issues related to remaining in LA-RICS for use by the Pomona Police Department is beneficial to the City and that the participation in LA-RICS is beneficial to the City of Pomona.	0.71%
City of San Marino Date of Withdrawal: 0	04/30/2015	
Explanation of Withdrawal of Membership	No reason cited in letter of withdrawal.	0.13%
City of Santa Clarita Date of Withdrawal: 0	3/24/15	
Explanation of Withdrawal of Membership	Serious concerns regarding the safety and proximity of sites to residential areas, opting out to solidify their opposition of sites in their city.	0.53%
City of South Pasader Date of Withdrawal: 0		
Explanation of Withdrawal of Membership	No reason cited in letter of withdrawal.	0.18%
City of Torrance Date of Withdrawal: 0	6/19/14	

Member Agencies		% of Cost Allocation
Explanation of Withdrawal of Membership	City Manager LeRoy Jackson in his Staff Report to City Council stated that there are a lot of unknowns to the LA-RICS system. The first two unknowns are: what are we buying and how much will it cost? The LTE Broadband system will require immediate contributions in order to meet the 10% grant matching fund requirement for the unknown system. He also stated that it is important to note that LA-RICS would only provide the "backbone" system for both the LMR and LTE systems. Equipment to operate on the system would still be the responsibility of individual member agencies and would require cities to purchase equipment that is compatible with the LA-RICS system. Torrance has estimated this to be a substantial investment. The City Manager believes that the South Bay region currently has a functioning interoperable safety communication system. There is a possibility of enhancing the current system by interfacing with Interagency Communication Interoperability System (ICIS). ICIS has a Joint Powers Agreement with sixteen cities including Burbank, Pasadena, Glendale, Pomona, Culver City, Beverly Hills, and many San Gabriel Valley cities. His report also included information that if Torrance withdraws from LA-RICS, we would still need to seek membership or subscription to the LMR system; however, since the funding plan has been modified to eliminate the replacement fund, there would appear to be no penalty. Therefore, it is the conclusion of the City Manager that the City of Torrance should submit a letter of withdrawal to LA-RICS.	1.05%
Total Percentage Allocated to Opt-Out Members		9.78%



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

June 4, 2015

To:

LA-RICS Authority Board of Directors

From:

Patrick J. Mallon Executive Director

LTE PSBN OUTREACH UPDATE

The purpose of this discussion item is to update your Board on the status of outreach pertaining to the Long Term Evolution (LTE) Public Safety Broadband Network (PSBN) project.

At your meeting of April 2, 2015, your Board directed the Executive Director to proceed forward with all additional public outreach needed, and your Board delegated authority to the Executive Director to take all necessary actions related to conducting that public outreach.

Prior to the April 2, 2015, meeting, the County of Los Angeles Board of Supervisors at its meeting of March 24, 2015, requested LA-RICS to host regional community meetings with cities, former member agencies, residents and employees to discuss the LTE PSBN Project.

On April 17, 2015, the Los Angeles City Council approved a motion to reinstate the Los Angeles Police Department (LAPD) sites, which the Authority reflected as an additional strategy in the form of an addendum to the Correction Action Plan (CAP) response. The City also requested continued outreach to key stakeholders.

As a result of the Board of Supervisors and the City of Los Angeles request, your Board approved a draft outreach plan, which requires community meetings, notices to residents, notices to city managers, council members and employees of PSBN sites in addition to previously planned outreach meetings and informational sessions.

At your meeting of May 7, 2015, your Board approved an increase in the Jacobs contract for additional outreach activities to comply with both the County and City requested increased outreach efforts 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.

Your Board also approved and accepted services from the County of Los Angeles Chief Executive Office per a Delegated Authority Agreement with G. F. Bunting, for community relations professional consultant services to allow for to media outreach. G. F. Bunting will be able to provide the Authority with media services, opinion pieces, press availability, direct mail services, and editorial boards, etc., as appropriate. The will assist in communicating 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.

The matrix below is a summary of the 5 Regional Meetings that will occur in each Supervisorial District.

District	City	Venue	Date
1	El Monte	El Monte Community Center	Wednesday, June 3, 6pm
2	Lynwood	Bateman Hall, Room 2	Monday, June 8, 6pm
3	West Hollywood	Plummer Park, Rooms 5 and 6	Thursday, June 4, 6pm
4	Lakewood	Lakewood Youth Center	Tuesday, June 9, 6pm
5	Palmdale	Legacy Commons	Wednesday, June 10, 6pm

Due to the large geographic size of Supervisorial District 5, we are moving a subset of cities/communities from the District 5 Regional Meeting over to the Regional Meetings for Districts 1 and 3. Below is a matrix of those cities/communities from District 5 that are being moved to the District 1 & District 3 regional meetings:

Site ID	Community/City	Will participate in regional meeting scheduled for:	Meeting Day	Meeting Date
SDW	San Dimas	District 1	Wednesday	6/3
LASDSDM	San Dimas	District 1	Wednesday	6/3
ARCPD01	Arcadia	District 1	Wednesday	6/3
PASA001	Pasadena	District 1	Wednesday	6/3
PASDNPD	Pasadena	District 1	Wednesday	6/3
LASDTEM	Temple	District 1	Wednesday	6/3
LASDCVS	Crescenta Valley	District 3	Thursday	6/4
BURPD01	Burbank	District 3	Thursday	6/4
VPC	Glendale	District 3	Thursday	6/4

Mail notifications were sent to residents who reside within a 500 foot radius of a proposed PSBN site. These notices were sent on May 28th, to approximately 15,000 residents and included the invitation to attend the above mentioned Regional Meeting.

As required by the City of Los Angeles request that LA-RICS conduct a series of 10 meetings, over the 4 Bureaus and various watches. The Outreach Team completed this task by attending 19 rolls call briefings at each of the LAPD LTE sites over a three day period, commencing on May 26th with final completion on May 28th.

Finally, in addition, we are continuing to do site specific outreach, as needed, depending on where the site is located.

PJM:WST:pl



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PATRICK J. MALLON EXECUTIVE DIRECTOR

June 4, 2015

To:

LA-RICS Authority Board of Directors

From:

Patrick J. Mallon Executive Director

ELECTION OF CHAIRPERSON AND VICE-CHAIRPERSON; APPOINTMENT OF BOARD SECRETARY

The purpose of this discussion item is to notify the Board that at the July 9, 2015, Board Meeting, an item will be calendared to allow the Board to elect a Chairperson and Vice-Chairperson from among the Directors. It has been some time since the Board undertook elections for a Chairperson or Vice-Chairperson. The Joint Powers Authority (JPA) Agreement provides that at each fiscal year, the Board shall elect a Chairperson and Vice-Chairperson. Since elections were concluded in April 2015, the Board may want to consider undertaking elections for a Chairperson or Vice-Chairperson. The Board may continue to elect the current Chair and Vice-Chair for another one year term, or consider other Board members.

In addition, the position of Board Secretary is vacant. It was previously filled as a County staff position on loan to the Authority. The JPA Agreement provides that the Board can appoint a Board Secretary who does not need to be a Board member. It is anticipated that the Executive Director will recommend to the Board in July, an individual to serve as the Board's Secretary, unless the Board prefers to appoint a member of the Board to serve in that position.

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PATRICK J. MALLON EXECUTIVE DIRECTOR

June 4, 2015

To:

LA-RICS Authority Board of Directors

From:

Patrick J. Mallon

Executive Director

APPOINT MEMBERS TO FINANCE COMMITTEE

Appointment of Board designees' to the Finance Committee is required in order to proceed with critical matters, such as review and recommendation of the Fiscal-Year 2015-16 Proposed Operating Budget and review and recommendation of the Risk-Based Funding Plan. Per the JPA Agreement for the Authority, the Finance Committee's primary purpose is to review and recommend to the Board: (1) The Funding Plan; (2) A fiscal year budget; and (3) Financial policies and procedures to ensure equitable contributions by Members. The JPA Agreement also provides that each Director shall appoint one voting member to the Finance Committee.

We request your Board appoint or confirm appointment of one voting member and an alternate to the Finance Committee via email to Pat.mallon@la-rics.org by no later than June 11, 2015.

Upon appointment, staff will work with committee members to convene a Special Committee Meeting to review the Proposed Operating Budget, as well as other fiscal matters. We will also agendize an action item for the Finance Committee to choose its officers, comprised of a Chairperson, a Vice-Chairperson and a Secretary. Please refer to (Enclosure) for a list of current finance committee appointees and vacancies.

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Enclosures

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY FINANCE COMMITTEE APPOINTEES

SEAT	BOARD MEMBER	APPOINTEE	ALTERNATE
1	Miguel Santana	Ed Roes	
2	Ralph Terrazas	Ronnie Villanueva	June Gibson
3	Charlie L. Beck	VACANT	
4	Sharon Tso	Matias Farfan	Joshua Drake
5	Sachi Hamai	VACANT	
6	Daryl L. Osby	Doug Cline	
7	Jim McDonnell	Cynthia Evans	
8	Cathy Chidester	Karolyn "Kay" Fruhwirth	
9	Steven K. Zipperman	VACANT	Rick Beck
10	Bill Walker	Davind Lantzer	
11	Larry Giannone	VACANT	
12	Mark R. Alexander	Daniel Jordan	
13	Kim Raney	VACANT	
14	Doug Prichard	Steve Smith	



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PATRICK J. MALLON EXECUTIVE DIRECTOR

June 4, 2015

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

Dear Directors:

MEMORANDUM OF AGREEMENT WITH THE CITY OF LOS ANGELES FOR CITY FIBER OPTIC NETWORK ACCESS AND SERVICES

SUBJECT

Board approval is requested to authorize the Executive Director to execute an Agreement between the City of Los Angeles (City) and the Authority, in substantially similar form to the enclosed, for City Fiber Optic Network Services that will allow the Authority to use a portion of the City's fiber optic communications network (FON), at a minimum cost of \$39,375 annually. The Authority will use a portion of the City's FON to connect the Authority's PSBN Sites to the Authority's primary core and allow interconnection services to City agencies for applications on the Public Safety Broadband Network (PSBN) System, per the terms and conditions of the Agreement. The Agreement will be substantially similar in form to the enclosed Memorandum of Agreement between the Los Angeles Regional Interoperable Communications System Authority and the City of Los Angeles for City Fiber Optic Network Access and Services (Agreement).

RECOMMENDED ACTION

It is recommended that your board:

1. Find that the approval and execution of the Agreement for use of the City's FON and Related Services is exempt from review under the California Environmental Quality Act (CEQA) because it is not a project as defined in Sections 15378(b) (2) and (b)(5) of the State CEQA Guidelines; and that it is also categorically exempt from the provisions of CEQA under State CEQA Guidelines Section 15061(b)(3).

AGENDA ITEM J

2. Delegate authority to the Executive Director to execute an Agreement, substantially similar in form to the enclosed, between the City and the Authority to allow the Authority to use a portion of the City's FON, per the fee schedule in the Agreement which outlines a minimum cost of \$39,375, to connect the Authority's PSBN Sites to the Authority's primary core and allow the interconnection services to City agencies for applications for the PSBN System, which shall commence upon execution and continue unless otherwise terminated pursuant to the terms of the Agreement.

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. (Motorola) to design and implement the PSBN. As part of this contract, the Authority has incorporated into the PSBN design, use of the fiber communications rings owned and operated by the City and the County of Los Angeles respectively. Since that time, Authority staff completed negotiations with City staff for an Agreement for City Fiber Optic Network Services, which is substantially similar to the enclosed.

The City FON

The City FON consists of fiber optic cables and associated fiber optic equipment and infrastructure located at various City facilities owned by the City, as specified in Appendix A of the Agreement. The City sites identified in Appendix A of the Agreement are currently in service and operational. The Authority's Fiber Ring will be a new ring created by the Authority that utilizes spare bandwidth on the City FON to create the Authority's Fiber Ring for the Authority's operations.

The Authority will purchase the necessary equipment that will help to create the Authority's Fiber Ring and install and commission said equipment through Motorola, at the various City facilities listed in Appendix A of the Agreement, as necessary, that are connected via the existing City Fiber Network. The City will assist the Authority by allowing use of a portion of the City Fiber Network to connect the Authority's PSBN Sites to the Authority's primary core and allow interconnection services to City agencies for applications on the PSBN System.

Approval to execute the Agreement, in a substantially similar form, will provide access to the City's Fiber Network.

Cost to Authority of Using the City FON

The use of the City's FON will come at a cost to the Authority. The costs are summarized below:

AGENDA ITEM J

- Annual Recurring Charge of \$17,875 for Leases Expenses This
 represents the proportional share of the City's cost to lease the fiber-optic
 network from the Department of Water and Power. The City currently
 leases the fiber-optic network from DWP at a total annual cost of
 \$143,000.
- 2. Annual Recurring Charge of \$21,500 for Maintenance Costs This represents the proportional share of the City's cost to maintain the City FON with Fujitsu, which has an annual maintenance cost of \$172,000.
- 3. Non-Recurring Service Requests in TBD amounts This represents one time or non-recurring charges for coordination or work with LA-RICS to address and plan for use of the fiber by LA-RICS. The amounts for such work will be quoted to the Authority, and upon receiving approval from the Authority, the City's staff will proceed with the work.

ENVIRONMENTAL DOCUMENTATION

Execution of review the Agreement is exempt from under California Environmental Quality Act (CEQA), because it is not a project as defined in Sections 15378(b) (2) and (b)(5) of the State CEQA Guidelines. Approval of the Agreement and the work covered by the Agreement is an administrative activity of government to allow for maintenance and continual use of the City FON, and which will not result in direct or indirect physical changes to the environment. The Authority is simply using spare capacity of existing fiber and no construction work is contemplated that would result in any physical changes to the environment. Similarly, the Agreement is exempt under CEQA under State CEQA Guideline 15061(b)(3), given permitting use of spare capacity on existing fiber will have no effect on the environment. The City FON currently exists and equipment needed to create the Authority's Fiber Ring will be placed inside existing equipment inside also 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. A notice of exemption will be filed following the Board's action.

FISCAL IMPACT/FINANCING

All costs for improvements and purchase of equipment to create the Authority's Fiber Ring for successful use by the PSBN will be paid for by Broadband Technologies Opportunity Project (BTOP) grant funds. Any applicable operating costs will be paid out of the LA-RICS Operating Budget, via grants and/or Member Funded JPA Operations.

AGENDA ITEM J

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**

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Enclosure

c: Counsel to the Authority

MEMORANDUM OF AGREEMENT

BETWEEN

THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

AND

THE CITY OF LOS ANGELES

FOR

CITY FIBER OPTIC NETWORK ACCESS AND SERVICES



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Memorandum of Agreement

Between

The Los Angeles Regional Interoperable Communications System Authority

And

The City Of Los Angeles

For

City Fiber Optic Network Services

This AGREEMENT ("Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter, the "City") acting by and through the Information Technology Agency, and the Los Angeles Regional Interoperable Communications System Authority a California joint powers authority (hereinafter, the "LA-RICS Authority").

RECITALS

WHEREAS, the purpose of the LA-RICS Authority is to engage in regional and cooperative planning and coordination of governmental services to establish a wide-area interoperable public safety communications network (hereinafter referred to as the "Los Angeles Regional Interoperable Communications System", or "LA-RICS"), which is currently comprised of a Long Term Evolution System (known as "LTE System" or Public Safety Broadband Network ("PSBN")) and a Land Mobile Radio System ("LMR System"); and

WHEREAS, the LA-RICS Authority has the power to acquire, construct, maintain, or operate telecommunications systems or service and to provide the equipment necessary to deliver public services therefrom; and

WHEREAS, the City of Los Angeles is a Member of the LA-RICS Authority, which was established pursuant to a Joint Powers Agreement dated January 2009 ("JPA") and may make contributions as provided for in Section 5.02 (Contributions) of the JPA; and

WHEREAS, the City of Los Angeles has established an information technology department, the Information Technology Agency, (hereinafter referred to as "ITA") with

the authority and responsibility for planning, designing, implementing, operating and coordinating the City's information technology systems and networks; and

WHEREAS, ITA is responsible for providing all communications services to the departments and offices of the City of Los Angeles, including by not limited to the design, planning, specification, leasing, purchasing, distribution, disposition, installation and maintenance of all communications equipment or services necessary therefor and may include the operation of equipment and facilities to provide such services; and

WHEREAS, ITA has constructed a fiber optic communications network (hereinafter referred to as the "City FON"), which is comprised of City of Los Angeles owned personal and real property, telecommunications and related equipment, and an Outside Plant (OSP) fiber network leased from the Department of Water and Power ("DWP") pursuant to their master lease agreement (attached as Appendix K); and

WHEREAS, the LA-RICS Authority now desires to use portions of the City FON in the LA-RICS, and the City of Los Angeles agrees to such use; and

WHEREAS, the City of Los Angeles, as a Member of the LA-RICS Authority, retains ownership of any system enhancements to the City FON which are necessitated by LA-RICS; and

WHEREAS, ITA expanded the City fiber optics core network to support interoperable communications throughout the City and for regional interoperability initiatives through the Public Safety Interoperable Communications ("PSIC") Grant Program established by the U.S. Department of Commerce's National Telecommunications and Information Administration through the Department of Homeland Security; and

NOW, THEREFORE, in consideration of the authorities, agreements, duties, responsibilities, statutes and ordinances enumerated in the preceding recitals, the LA-RICS Authority and the City of Los Angeles, hereinafter referred to collectively as the "Parties" agree to the following:

SECTION 1.0 PURPOSE OF AGREEMENT

This MEMORANDUM OF AGREEMENT provides a process through which ITA may provide Metropolitan Ethernet Forum (MEF) defined services to the LA-RICS Authority using the City FON. During the term of this MEMORANDUM OF AGREEMENT, reasonable modifications to individual services may be made, per the terms contained herein, without the administrative burden of developing, processing and approving individual agreements for each service.

SECTION 2.0 TERM OF AGREEMENT

This MEMORANDUM OF AGREEMENT shall commence upon execution and shall continue until terminated as provided in other sections of this MEMORANDUM OF AGREEMENT.

SECTION 3.0 COVERED SERVICES

ITA shall provide Connection Oriented Ethernet (COE) on the City FON as requested by the LA-RICS Authority per the requirements set forth in Appendix A (LA-RICS Fiber Requirements).

The COE shall be provisioned at demarcation points defined in the service request, as described in Section 7.2 below.

3.1 <u>Description of Services</u>

Service terminology follows the Metro Ethernet Forum (MEF). In the City FON COE, Ethernet service flows are provisioned on a Layer 2 infrastructure comprising Layer 2 links, Ethernet tunnels (optional), and Ethernet protection domains (optional). This Layer 2 infrastructure simplifies flow provisioning by hiding the details of the Layer 1 implementation of Layer 2 links.

Layer 1, the physical layer, is the lowest layer in the 7-layer Open System Interconnect (OSI) model. It includes the physical interconnection of Network Elements (NEs) that constitute the City FON and Layer 1 transmission protocols, such as physical-layer Ethernet, Ethernet over SONET/SDH/PDH/WDM, and link aggregation (LAG).

Layer 2 links define a Layer 2 network topology and provide the base infrastructure for provisioning Ethernet flows, Ethernet tunnels, and protection domains. The Layer 2 network topology hides the details of link implementation, which may involve complex Layer 1 provisioning.

Some services may access the Layer 2 network directly through a native Ethernet interface on a COE-supporting NE. Other services may require transport through a Layer 1 sub network to reach the Layer 2 network. The City FON supports Ethernet access through Ethernet over DWDM wavelength.

The Ethernet tunnel provides another Layer 2 infrastructural element. Conceptually, the Ethernet tunnel defines a path through the Layer 2 network that can be used by multiple flows. The Ethernet tunnel saves repeated hop-by-hop provisioning for each Ethernet flow and helps to conserve flow management resources within NEs.

The City FON provides Ethernet protection domain mechanism supports ITU-T G.8031 VLAN-based Ethernet path protection.

Protection domains and Ethernet tunnels can be used independently or together.

3.1.1 Point-to-Point EVC

The service objective is to support Ethernet connection of customer edge (CE) equipment (routers or bridge switches) across a metro Ethernet network (MEN). Interfaces between the MEN and CE equipment are called user-network interfaces (UNIs).

An Ethernet virtual connection (EVC) is the logical representation of a service connection between two or more UNIs. The EVC is an abstraction of the complete service connection, hiding details of physical implementation and concerned only with end point service attributes and functionality.

ITA's COE supports point-to-point EVCs.

A UNI can support multiple EVCs.

3.1.2 UNI/EVC Packet Mapping

Packets at a UNI can be tagged in a variety of ways. Untagged packets, priority-tagged packets, and packets marked with different VLAN IDs can all coexist at the same UNI.

Packets at a UNI are mapped to EVCs based on tagging. A packet cannot be mapped to more than one EVC. Unmapped packets are dropped (not forwarded).

3.1.3 EPL and EVPL Services

The MEF defines two types of services that use point-to-point EVCs:

- Ethernet private line (EPL)
- Ethernet virtual private line (EVPL)

An EPL is a port-based service that transports all packets bi-directionally between two UNIs. This service requires no VLAN ID coordination with the

service provider. It is very similar to a Layer 1 service, but allows some Layer 2 processing, such as bandwidth policing.

An EVPL is a VLAN-based service. It transports a selection of packets between two UNIs with selection based on VLAN ID. Greater coordination is required for EVPL services because the subscriber and the service provider must agree on the mapping of VLAN IDs onto EVCs at each UNI.

A UNI can support multiple EVPLs, but only one EPL.

3.1.4 Multi-Network Service Terminology: ENNI and OVC

MEF terminology extends to services that span more than one operator or service-provider MEN. The interface between two MENs is called an external network-network interface (ENNI). The connection between an ENNI and a UNI or between two ENNIs is called an operator virtual connection (OVC).

In multi-MEN applications, an EVC results from the concatenation of OVCs.

3.1.5 Network-Network Interfaces

There are two types of network-network interfaces (NNIs):

- Internal network-network interface (INNI)
- External network-network interface (ENNI)

INNIs are between two NEs within the same MEN. ENNIs are between NEs within different MENs. The term NNI refers generically to both INNIs and ENNIs.

3.1.6 Bundling

In MEF terminology, the term bundling is used as follows:

- Bundling at a UNI—The mapping of more than one C-VLAN ID to an EVC at a UNI
- All-to-one bundling at a UNI—The mapping of all packets at a UNI to a single EVC (applicable to EPL service)

Because the City FON COE implementation supports bundling at ENNIs, terminology in this documentation is extended as follows:

 Bundling—The mapping of more than one VLAN ID to an EVC/OVC at a UNI/NNI All-to-one bundling—The mapping of all packets at a UNI/NNI to a single EVC/OVC (applicable to EPL service)

Bundling is an attribute of the coupling of the UNI/ENNI with the EVC/OVC. It is not an attribute of the UNI/ENNI or the EVC/OVC.

The City FON COE provides a variety of mechanisms to support bundling, including functionality to map all leftover (unmapped) packets at a UNI/ENNI to an EVC/OVC.

3.2 **Availability of Service**

The City FON was established to provide high speed network connections to the Citywide internet protocol routed network, storage area network (SAN), the Los Angeles Police Department internet protocol routed network and other high speed network connection as required by the general funded departments of the City. Service availability for LA-RICS is subject to the availability of bandwidth and may be, in rare circumstances, subordinated to the bandwidth requirements of general funded City departments.

3.3 Service Interfaces

The City FON is supports the following interface specifications:

3.3.1 Electrical Interface:

The 10/100/1000 Mbps Ethernet port where:

- 10 Mbps Ethernet service provides a physical IEEE compliant (IEEE 802.3) 10Base-T (twisted pair), RJ-45 interface to the customer (transmission speed is available at a maximum of 10 Mbps which is equal to the line rate of the 10Base-T interface)
- 100 Mbps Ethernet (Fast Ethernet) service provides a physical IEEE-compliant 100Base-TX (twisted pair) RJ-45 interface to the customer (transmission s peed is available at a maximum of 100 Mbps, which is equal to the line rate of the 100Base-TX interface)
- 1000 Mbps Ethernet (Fast Ethernet) service provides a physical IEEE-compliant (IEEE 802.3ab) 1000Base-T (twisted pair) RJ-45 interface to the customer (transmission speed is available at a maximum of 1 Gbps, which is equal to the line rate of the 100Base-T interface)

3.3.2 Multi-mode Optical Interface

The 1000 Mbps Ethernet/Gigabit Ethernet port where the 1000 Mbps Ethernet (Gigabit Ethernet) service is provided using an IEEE-compliant physical interface (1000Base-SX, multimode fiber, either 62.5 micron or 50 micron at a wavelength of 850 nm) interface to the customer using an LC optical connector.

3.3.3 Single-mode Optical Interface

The 1000 Mbps Ethernet/Gigabit Ethernet port where the 1000 Mbps Ethernet (Gigabit Ethernet) service is provided using an IEEE-compliant physical interface (1000Base-LX, single mode fiber, 8.3 micron at a wavelength of 1310 nm) interface to the customer using an LC optical connector.

SECTION 4.0 SERVICE PROVISIONING

4.1 Non-Recurring Service Requests

LA-RICS Authority shall initiate all service requests by notifying ITA, in writing, endorsed by authorized LA-RICS Authority signatory (See Appendix J (List of Authorized LA-RICS Signatures)) of the desired point-to-point address and circuit requirements, including but not limited to: bandwidth requirements, demarcation points, desired in-service dates, etc. Upon receipt of all such service requests, ITA will investigate the work required to provision the services. During this time, ITA may discuss certain elements of the request, such as the location of demarcation, with LA-RICS Authority to resolve potential logistical problems and to establish a mutual agreement regarding such elements, subject to ITA's existing obligations to the City of Los Angeles.

4.2 ITA Estimates

After ITA receives LA-RICS Authority's written request for services and completes initial coordination with LA-RICS, ITA will assign the request an ITA Work Order number in via the ITA Service Order System (SOS), Request Management Module. The SOS Request Management Module is the primary means by which a department or office of the City of Los Angeles creates a Communications Service Request (CSR) for the entire scope of the project. The CSR initiates the engineering process which results in the creation of Purchase Orders and Job Orders (sample provided in Appendix E) to fulfill the requirements of the CSRs. CSRs shall have a unique identification numbers

used by ITA to track the status of the CSRs. Based on the requirements set forth in Appendix A (LA-RICS Transport Requirements) and as may be otherwise mutually agreed to, ITA will provide LA-RICS Authority with an estimate for the services provided based on the actual cost of any new equipment or other materials, third-party contract services as needed, and an estimate of costs of ITA labor required to meet LA-RICS requests for services ("Non-Recurring Charge" or "NRC"). ITA will require LARICS Authority to conduct proof-ofconcept testing, jointly with ITA, utilizing a mutually agreed upon system integration plan, prior to putting the LARICS network in production, to validate system integration requirements, traffic flows, redundant traffic paths, module/equipment protection, and service restoration functions, and to duplicate service affecting outages in a lab environment/non-production environment. In addition, the estimate will include any new Recurring Maintenance Charges ("RMC"), which will reflect the incremental additional ongoing costs required to support these services. LA-RICS Authority shall then instruct ITA to proceed with the Service via an official written acknowledgement (using electronic mail or via written memorandum). Upon receipt of LA-RICS Authority's acceptance of the services, ITA may invoice the LA-RICS Authority for the NRCs and RMCs.

4.3 Acceptance of Service

Upon the receipt of an acknowledgement confirming LA-RICS Authority will pay for the NRC and RMC in whole, and the portion of the NRC within the Initial Service Period, as defined in Section 5, ITA will proceed in good faith to provision the services requested. Evidence of completion of said installation will consist of test results including latency, packet loss data at the specified data rate and/or OTDR fiber test results. If LA-RICS Authority determines that the services performed are acceptable, LA-RICS Authority shall complete and return to ITA an accompanying Customer Acceptance Form (using Appendix F (Customer Acceptance Form) for each covered service requested. LA-RICS Authority shall complete said Customer Acceptance Form and return to ITA within 10 calendar days of completion of provisioning of the requested services. Following LA-RICS Authority's acceptance of the services, ITA may invoice the LA-RICS Authority for the NRC. At that time, any Recurring Maintenance Charges shall become effective, and shall remain in effect for the term of this MEMORANDUM OF AGREEMENT.

4.4 Service Records

The ITA and LA-RICS Authority shall each create and maintain a Service Record listing the services covered under this MEMORANDUM OF AGREEMENT. Appendix G is the Service Record as of the effective date of this MEMORANDUM OF AGREEMENT. The format of the Service Record may be modified from time to time as mutually agreed upon by the Parties. The Service Record shall include the LA-RICS circuit number, the date placed in service, the type of service ordered, the physical location of the end points, the logical addresses of the end points, changes to the service, the Non-Recurring Charges, the Recurring Maintenance Charges, and any other relevant technical or accounting data. The record of services shall be updated each time a service is added, changed or cancelled. The Parties shall compare records semi-annually to maintain accuracy and resolve any discrepancies.

4.5 **Special Provisions**

4.5.1 Maps, Drawings and Floor Plans

The LA-RICS Authority will make available all maps, drawings and floor plans for each site which are pertinent to the telecommunications service and/or installation.

4.5.2 LA-RICS Confidential Information

Except as required to do otherwise by law, or with LA-RICS Authority's written consent, ITA shall exercise reasonable efforts to protect any confidential information of LA-RICS which (a) is made available to ITA as necessary in order for it to provide CITY FON service to the LA-RICS Authority pursuant to this MEMORANDUM OF AGREEMENT, and (b) has been specifically identified by the LA-RICS Authority as being confidential. The LA-RICS Authority hereby grants the ITA permission to use LA-RICS's confidential information to the extent needed to provide CITY FON services.

4.5.3 ITA Confidential Information

Except as required to do otherwise by law, or with the ITA's consent, the LA-RICS Authority shall exercise reasonable efforts to protect any confidential information of the ITA which (a) is made available to the LA-RICS Authority as necessary in order to utilize City FON services pursuant to this MEMORANDUM OF AGREEMENT, and (b) has been specifically identified by the ITA as being confidential. The ITA hereby grants the LA-

RICS Authority permission to use the ITA's confidential information to the extent needed to utilize the City FON services.

4.5.4 Provisioning Details

Any service provisioned by ITA at the request of the LA-RICS Authority shall be done in accordance with the established engineering practices of the ITA, industry standards and best practices and the implementation guidelines of the equipment manufacturer. Final authority over provisioning details rest solely with ITA. ITA retains the right to make changes to provisioning details as needed to meet its responsibilities to the City of Los Angeles.

SECTION 5.0 ACCOUNTING

5.1 Invoices for Charges

5.1.1 Non-Recurring Charges and Recurring Maintenance Charges

ITA shall invoice the LA-RICS Authority for all fees and charges, which shall be comprised of Non-Recurring Charges and Recurring Maintenance Charges, as defined in Section 4.2. LA-RICS shall be responsible for all such charges, which shall be invoiced and paid following LA-RICS Authority's acceptance of the completed services.

5.2.2 Annual Recurring Charges

Annual Recurring Charges shall include: (1) lease expenses of \$17,875 annually, which is LA-RICS' proportional share of the City's cost to lease the fiber-optic network from DWP at a total annual cost of \$143,000; and (2) maintenance fees incurred to provide maintenance services as set forth in Appendix B ("Service Level Agreement"). Maintenance services will be provided at a cost of \$21,500 annually, which is LA-RICS' proportional share of the total annual maintenance costs of \$172,000 under its Maintenance Services Agreement with Fujitsu (Appendix C). ITA shall utilize the Fujitsu Maintenance Services Agreement, or its successor contract(s), as the basis for computing maintenance fees.

ITA shall invoice the LA-RICS Authority for Annual Recurring Charges annually. The LA-RICS Authority may apply all such charges as a credit towards the Annual Member Contributions for the Fiscal Year as listed in

the LA-RICS Funding Plan adopted June 2, 2014 and updated June 4, 2014. Any invoice amount in excess of the Annual Member Contributions for a given fiscal year shall be paid by LA-RICS Authority. Charges in excess of the Annual Member Contributions that remains unpaid beyond 30 days after receipt may constitute a default, and the associated services may become subject to Sections 12 and 14 of this MEMORANDUM OF AGREEMENT.

SECTION 6.0 SERVICE OUTAGES

The LA-RICS Authority shall be responsible for reporting service outages interfering with any services agreed to herein under this MEMORANDUM OF AGREEMENT, including Maintenance Services. The LA-RICS Authority shall comply with the Trouble Reporting Procedures, attached as Appendix H and by this reference incorporated herein. The Trouble Reporting Procedures may be revised from time to time by the ITA as reasonably required. Revisions shall be made in writing and become effective ten (10) working days after ITA gives notice of such revisions.

SECTION 7.0 ACCESS TO DEMARCATION POINTS

7.1 <u>Location</u>

The ITA shall terminate City FON services at a demarcation point mutually agreed upon by the ITA and the LA-RICS Authority following the service request procedure described in Section 4.1. Demarcation points shall not be located in City communications rooms other than the building Minimum Point of Entry (MPOE).

7.2 <u>LA-RICS Demarcation Point Specification</u>

Unless otherwise agreed upon by the ITA and the LA-RICS Authority, the <u>LA-RICS</u> demarcation point shall be an LA-RICS Authority provided fiber optic cable termination panel (LA-RICS panel). <u>The ITA demarcation point shall be the City FON</u>. The ITA <u>and LA-RICS</u> shall <u>coordinate onsite to identify specific demarcations for the required service(s)</u>. <u>be responsible for the requested service from LA-RICS panel to the City FON fiber optic cable termination panel (City FON panel)</u>, including the termination and connection of the fiber optic strands on the City FON panel. The LA-RICS panel shall be mounted in a <u>LA-RICS</u> provided equipment rack, separate and distinct from any City provided equipment rack space designated by ITA.

SECTION 8.0 CONNECTIONS TO CITY FON TERMINATION PANELS

Physical connections to <u>the City FON panels equipment</u> shall be made by ITA personnel or ITA's agent, <u>using patch cords and materials provided by LA-RICS</u>.

SECTION 9.0 CONNECTIONS TO LA-RICS TERMINATION PANELS

Physical connections to LA-RICS panel will be made by ITA personnel or ITA's agent, using patch cords and materials provided by LA-RICS. ITA will provide installation and maintenance of fiber cable and/or fiber strands on the service side of the demarcation point and cabling infrastructure. All work performed by ITA shall be done at LA-RICS expense, which shall be included as part of the NRC, in accordance with applicable federal, state and local codes, and shall be done in a workmanlike manner typical for this industry.

9.1 General Provisions for LA-RICS Interfaces

All work performed by LA-RICS Authority, its contractors, or assignees, shall be completed in a hazard-free workmanlike manner in accordance with applicable federal, state and local codes. Any modification by LA-RICS Authority to LA-RICS's connection or interface equipment with ITA's equipment shall be performed only with prior knowledge and written consent of ITA.

SECTION 10.0 CIRCUIT OPERATION AND CONDITIONS

ITA will be responsible for maintaining the signal between the demarcation points. Any testing beyond the demarcation points will be the responsibility of LA-RICS Authority. ITA will maintain its fiber optic network in accordance with industry standards.

SECTION 11.0 CIRCUIT PERFORMANCE

Advanced written notification, in the form of a notification e-mail, shall be provided by ITA to the LA-RICS Authority for all planned outages. A minimum 5–day advanced notice shall be given for all planned outages.

SECTION 12.0 TERMINATION OF AGREEMENT

Subject to any shorter termination periods allowed to Members under the JPA Agreement, this MEMORANDUM OF AGREEMENT may be terminated in whole or in part at any time by either the City or the LA-RICS Authority upon twelve months written notice to the other party. In the event of termination pursuant to this provision, ITA shall invoice and LA-RICS Authority shall pay for the work performed under the terms of this MEMORANDUM OF AGREEMENT through the effective date of termination.

SECTION 13.0 INDEMNIFICATION

Both parties agree to indemnify, defend, save and hold harmless the City of Los Angeles and its agents, elected and appointed officers, and employees from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with acts or omissions arising from or connected with any of its obligations contained in this MEMORANDUM OF AGREEMENT.

SECTION 14.0 DEFAULT

The LA-RICS Authority, during the Initial Service Period and during the Extended Service Period, shall be in default for failure to comply with a material term or condition within thirty (30) days after notice of default from the ITA. LA-RICS Authority, during the Initial Service Period, and during the Extended Service Period will not be in default if corrective action commences within the thirty (30) day notice period and proceeds to a cure as soon as practicable.

SECTION 15.0 REMEDIES

If, after the thirty (30) day notice of default period, the LA-RICS Authority has not cured its default for failure to comply with a material term or condition, or has not initiated corrective action, ITA may terminate the service following final notice to the LA-RICS Authority setting forth a specified date for termination.

SECTION 16.0 COMPLIANCE WITH LAWS

The Parties shall comply, as applicable, with the Los Angeles City Charter, the Los Angeles Administrative Code, relevant City Ordinances, Los Angeles County Code and ordinance requirements, and any applicable Federal or State laws, regulations, or policies. The Parties shall comply with, as applicable, all laws, rules and regulations relating to fire prevention, control and suppression, and all safety rules and regulations.

SECTION 17.0 AUTHORITY

Each party warrants to the other that it has authority to enter into and perform this MEMORANDUM OF AGREEMENT, it has taken all action required to authorize execution of this MEMORANDUM OF AGREEMENT, and this MEMORANDUM OF AGREEMENT is binding upon and enforceable against it.

SECTION 18.0 NOTICES

All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this MEMORANDUM OF AGREEMENT shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if personally delivered by hand, (ii) upon the third day after such notice is (a) deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (b) sent by a nationally recognized overnight express courier, or (iii) by facsimile upon written confirmation (other than the automatic confirmation that is received from the recipient's facsimile machine) of receipt of such notice:

If to ITA: Information Technology Agency

200 North Main St., Room 1400

Los Angeles, CA 90012

Attn: Laura Ito, Director of Finance and Administration

Telephone No.: (213) 978-3322 Facsimile No.: (213) 978-3310

If to LARICS: Los Angeles Regional Interoperable Communications System Authority

Patrick J. Mallon

LA-RICS Executive Director

2525 Corporate Place, Suite 200

Monterey Park, CA 91754

Telephone No.: (323) 881-8291 Email: Pat.Mallon@la-rics.org

Such addresses and numbers may be changed, from time to time, by means of a notice given in the manner provided in this Section 16.

SECTION 19.0 ENTIRE AGREEMENT

This MEMORANDUM OF AGREEMENT (and any attached exhibits) contains the entire agreement and understanding of the parties with respect to the entire subject matter hereof, and there are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein. Any and all prior discussions, negotiations, commitments and understandings relating to the subject matters hereof are merged herein. There are no conditions precedent to the effectiveness of this MEMORANDUM OF AGREEMENT other than as stated herein, and there are no related collateral agreements existing among any of the parties that are not referenced herein.

SECTION 20.0 AMMENDMENT OR MODIFICATION

Neither this MEMORANDUM OF AGREEMENT nor any term or provision hereof, may be changed, waived, discharged, amended, modified or terminated orally, or in any manner other than by an instrument in writing signed by the parties.

SECTION 21.0 APPENDICES

The following appendices are hereby incorporated into and made a part of this MEMORANDUM OF AGREEMENT where referred to as though set forth at length:

Appendix A: LA-RICS Transport Requirements

Appendix B: Service Level Agreement

Appendix C: Fujitsu Maintenance Agreement Appendix D: Sample Service Request Form

Appendix E: Sample ITA Job Order

Appendix F: Customer Acceptance Form

Appendix G: Service Record

Appendix H: Trouble Reporting Procedure

Appendix I: ContaCity FON services

Appendix J: List of Authorized LA-RICS Signatures

Appendix K: Fiber Optic Infrastructure Consolidation Agreement

SECTION 22.0 WARRANTY

The City warrants that its fiber optic network and fiber optic cable system meet applicable federally mandated technical standards, and that it has the authority to enter into this MEMORANDUM OF AGREEMENT and to perform in accordance with its terms.

THE CITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR FUNCTION.

SECTION 23.0 LIMITATIONS OF LIABILITY

Except where liability cannot be disclaimed or limited as a matter of law, the entire liability of the City of Los Angeles and the LA-RICS Authority for all claims to each other, of any type or nature whatsoever arising out of this MEMORANDUM OF AGREEMENT, shall not exceed the total amount of all NRCs and Maintenance Fees paid by LA-RICS Authority since the Effective Date, and then only to the extent of each party's own gross negligence or intentional misconduct. Without limiting the generality of the foregoing, neither the City of Los Angeles nor the LA-RICS Authority shall be liable to the other for delays, failures to perform, damage, loss, destruction or malfunction of any equipment, or any consequence caused by force majeure, including but not limited to fire, earthquake, flood, water, volcanic eruption or other natural disaster, third party labor disputes, utility curtailments, power failures, explosions, civil disturbances, governmental actions, third party shortages of equipment or supplies, unavailability of transportation, omissions of third parties or any other causes beyond each party's control. In no event shall the City of Los Angeles nor the LA-RICS Authority be liable to the other for special, punitive, consequential or incidental damages, including without limitation, lost revenue, profits or other benefit.

SECTION 24.0 ASSUMPTION OF RISK

Except as provided herein, the LA-RICS Authority recognizes that use of the City's FON shall be at its own risk, and therefore, expressly assumes any risk arising from the exercise of any rights, privileges or obligations identified herein.

SECTION 25.0 EFFECT OF EXISTING AGREEMENTS

This MEMORANDUM OF AGREEMENT is subject to and must comply with the underlying indefeasible right to use (IRU) agreements between the ITA and third parties for access to and use of outside plant fiber optic strands and associated appurtenances. The LA-RICS Authority acknowledges that access to and use of the City FON is subject to the existing restrictions, limitations, terms and conditions of these IRU agreements.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed as subscribed, effective the day, month and year first above written.

THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY A California Joint Powers Authority	CITY OF LOS ANGELES Information Technology Agency TED ROSS, Interim General Manager		
By: Print Name: Its:	By: Ted Ross, Interim General Manager		
APPROVED AS TO FORM: MARK J. SALADINO County Counsel	ATTEST:		
By: Deputy	By:		
APPROVED AS TO FORM: MICHAEL N. FEUER, City Attorney	ATTEST: HOLLY L. WOLCOTT, City Clerk		
By Assistant City Attorney	By		
Date	Date		

Appendix A – LA-RICS Fiber Requirements

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1 Introduction

This document is based on the LA-RICS PSBN Fiber Requirements for LA City and LA County. This update, known as the Correction Action Plan (CAP) reflects the change in the PSBN network topology due to the removal of LA City Fire and LA County Fire sites.

The LA City fiber network will be used to transport traffic associated with the LA-RICS PSBN (Public Safety Broadband Network) system currently in the construction phase. The current LA City fiber network includes two interconnecting rings, providing fiber connectivity between LAPD locations as well as several City Hall locations. The LA-RICS PSBN will be consist of a unique LA-RICS Fiber Ring that will be made up of capacity on two of the LA City fiber rings (North and South rings), capacity on the under construction County Fiber ring in the FCCF/SCC complex and interconnecting leased line circuits connecting the County and City rings.

LA-RICS would like to utilize bandwidth on the LA City fiber network to transport PSBN traffic from the eNodeB radio sites to the Evolved Packet Core.

LA-RICS will also utilize bandwidth on the LA (Fire and Sheriff) County fiber network (under construction) to transport PSBN traffic from the eNode radio sites to the Evolved Packet Core.

This document defines requirements for electrical, optical, physical, structural, and special characteristics necessary to implement an end-to-end transport solution for PSBN system traffic using the LA City and LA County fiber networks.

2 System Overview

The LA-RICS PSBN design consists of an Evolved Packet Core (EPC); located at the Los Angeles County Fire Command and Control Facility (FCCF). Communications traffic from more than 67 PSBN radio cell sites (eNodeB radios) must be transported to the Core location through a combination of microwave and fiber networks.

The LA City fiber network portion of the network for the LA-RICS fiber ring consists of two large fiber rings, and its high-level topology is illustrated in Error! Reference source not found. below. The two LA City fiber rings are shown in violet. The Magenta lines in the diagram depict how the LA City fiber network will connect to the Evolved Packet Core located at FCCF via Rampart and Hollenbeck using non City-owned 10 Gbps fiber. Carrier fiber provided between Hollenbeck to MEC and Rampart to SCC will consist of 10 Gbps service. Connectivity from Rampart to FCCF will be via the LA County SCC site, and use County-owned facilities between FCCF and SCC via the LA County Fiber ring. Connectivity from the Hollenbeck node on the LA City South Ring to the FCCF core will be via the MEC node and use the County-owned facilities between FCCF and EAV via the LA County Fiber Ring. Another connection from the Rampart node on the LA City North Ring to the FCCF core will be via the SCC node and use the County-owned facilities between the FCCF and SCC via the LA County Fiber Ring.

LA-RICS has identified 19 City fiber Points of Presence (POPs) facilities that can be used to transport a significant portion of PSBN radio cell site traffic to the Core by making connections directly to eNodeB radios, and to several PSBN microwave aggregation nodes. LA-RICS has identified 5 County fiber POPs facilities (shown in Figure 2-2 – LA County Fiber Interconnectivity) for similar purposes as well a potential

connection to the Network Operations Center (NOC) at SCC and other agencies interconnection POPs to the LA-RICS PSBN.

In some cases, Public Safety Enterprise Network (PSEN) traffic from agency control centers will traverse the LA City fiber network. Figure 2-1 illustrates the use of a single lambda (Channel 6) for PSBN traffic. If the PSEN traffic is transported to the Core site via the LA City fiber network, it could be transported via a second lambda due to the capacity requirements of the LTE network. The use of the second lambda is not explicitly shown on the diagram, but is described in more depth in Section 3, Fiber Network Capacity Requirements.

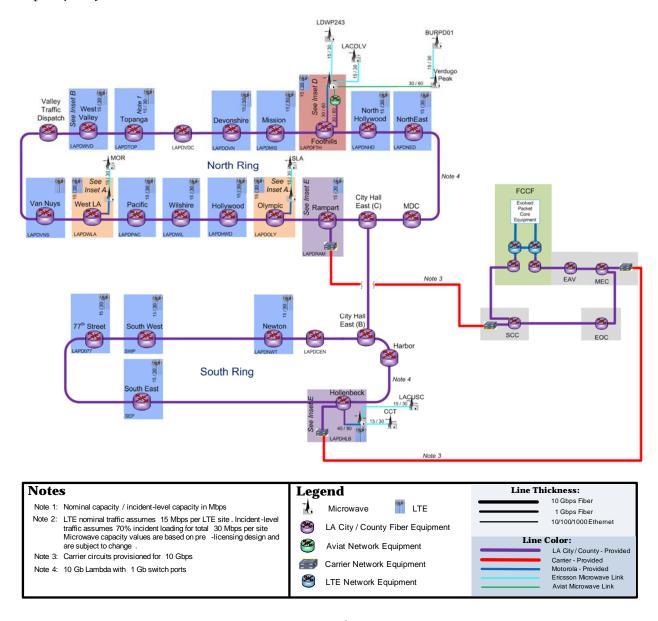


Figure 2-1 LA City Fiber Interconnectivity

Other details pertaining to this drawing can be found throughout this document. Drawing insets are provided in the following sections to enable a more detailed view of the connectivity at each type of site as follows:

- Figure 4-1 Connectivity at PSBN Site with Microwave Links (Orange)
- Figure 4-2 Connectivity at PSBN Site without Microwave Links (Blue)
- Figure 4-3 Connectivity at FCCF (PSBN Evolved Packet Core) Site (Light Green)
- Figure 4-3 Connectivity at FCCF (PSBN Evolved Packet Core) Site (Light Red)
- Figure 4-5 Connectivity via Carrier Fiber to the LA County Ring and (PSBN Evolved Packet Core) Site (Violet)

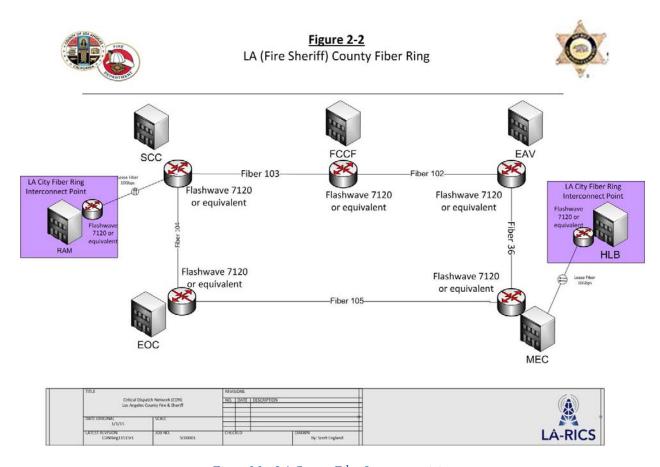


Figure 2.2 – LA County Fiber Interconnectivity

It should be noted that two switches will be located at the FCCF site to provide fault tolerance and diverse paths for traffic into and out of the LTE Core.

Figure 2-3 LA City – County Fiber Interconnectivity provides a detailed view of the transport media and associated bandwidth of the fiber used to connect the LA City network to the Core site.

3 Fiber Network Capacity Requirements

3.1 LA City Fiber Network Capacity Requirements

There are 19 locations where PSBN base station equipment and/or microwave links will be installed where there is also direct access to the LA City fiber network. Each of the 19 locations will provide PSBN radio services from a locally installed base station (eNodeB) and each of the base stations will produce an average network loading of 15 Mbps per Contract requirement during non-incident conditions and on the order of 30 Mbps of traffic during a crisis or "incident" situation. The network loading will be modeled on 30 Mbps throughout the remainder of the document.

Of the 19 PSBN locations, 4 will aggregate remote-site PSBN radio traffic via microwave links from 8 radio sites into the City fiber facilities. PSBN traffic through the City fiber network will be delivered to the PSBN network Core location at FCCF.

A network loading analysis is presented in *Table 1- PSBN Traffic per LA City Fiber Location - @* 30 Mbps / eNodeB. The table shows that approximately 810 Mbps of LA City fiber bandwidth is required to transport traffic from 27 connected eNodeB cell sites to the EPC core.

Table 1- PSBN Traffic per LA City Fiber Location - @ 30 Mbps / eNodeB

LA City Fiber Node	PSBN Colocated Site ID	Colocated Site eNodeB Traffic (Mbps)	Qty eNodeBs Aggregated via MW (total)	Fiber Service Provision Required (Mbps)
Devonshire PS	LAPDDVN	30	0	30
Foothills PS	LAPDFTH	30	4	150
Hollenbeck PS	LAPDHLB	30	2	90
Hollywood PS	LAPDHWD	30	0	30
LAPD077	LAPD077	30	0	30
Mission PS	LAPDMIS	30	0	30
Newton PS	LAPDNWT	30	0	30
North East PS	LAPDNED	30	0	30
North Hollywood	LAPDNHD	30	0	30
Olympic PS	LAPDOLY	30	1	60
Pacific PS	LAPDPAC	30	0	30
Rampart PS	LAPDRAM	30	0	30
South East PS	SEP	30	0	30
South West PS	SWP	30	0	30
Topanga	LAPDTOP	30	0	30
Van Nuys	LAPDVNS	30	0	30
West LA	LAPDWLA	30	1	60
West Valley	LAPDWVD	30	0	30
Wilshire PS	LAPDWIL	30	0	30
-			Fiber Capacity for eNodeBs	810

Based on these eNodeB traffic loading models, LA-RICS requests that the City reserve a single city-wide dedicated 10 Gb protected and self-healing lambda (wavelength) to support PSBN eNodeB traffic, however, initial usage will be less than 1 Gb. Traffic between the PSBN sites and the Core site must traverse the LA City network using the same lambda.

In order to ensure that sufficient capacity is available throughput the LA City fiber network, the connections between the City Hall East (B) and City Hall East (C) locations must be expanded to at least 10 Gbps with access to the same lambda as traffic described above. This provides the same capacity for PSBN traffic across both rings of the LA City fiber network.

A 10 Gbps optical patch will be installed between the City Hall Node B (located on the LA City South Fiber Ring) and City Hall East Node C (located on the LA City North Ring) to complete a path for the LA-RICS Fiber Ring on the North and South LA City Fiber Rings. An interface (add/drop) will be supplied at the Rampart node which will interface to the Channel 6 wavelength on the LA City North

Ring. An interface (add/drop) will be supplied at the Hollenbeck node which will interface to the Channel 6 wavelength on the LA City South Ring. The City Hall East Nodes C, Rampart and Hollenbeck nodes will also allow 1 Gbps Add/Drop interface onto the LA-RICS lambda for aggregation traffic from eNodeB sites and City Agency interconnection requirements.

Traffic generated from PSBN radio sites is ultimately delivered to agency Public Safety Enterprise Networks (PSEN) that each mobile user is affiliated with, and the traffic from each mobile must pass between the Core site and each Agency's network that communicates with a mobile. PSBN agency traffic will be supported by the same lambda used for the LTE RAN traffic.

3.2 LA County Fiber Network Capacity Requirements

There are 5 locations where

- PSBN base station equipment
- Leased Carrier Connectivity
- Network Operations Center (NOC) connectivity
- Various agency POPs for PSBN connectivity

will be installed where there is also direct access to the LA County fiber network. The FCCF node will support a locally installed base station (eNodeB). The SCC node will support NOC connectivity from the core site at FCCF. In addition, each of the 5 locations (SCC, FCCF, EAV, MEC and EOC) will provide aggregation points for PSBN radio services from eNodeB traffic via leased carrier connectivity, two interconnection points to the LA City Ring between MEC/Hollenbeck and SCC/Rampart and other agency traffic interconnection points to the PSBN. Two 10 G lambdas (wavelengths) should be reserved by the County on behalf of LA RICS.

4 Fiber Specifications

The following subsections provide the connectivity specifications necessary to connect the PSBN backhaul network components to the LA City and the LA County fiber networks.

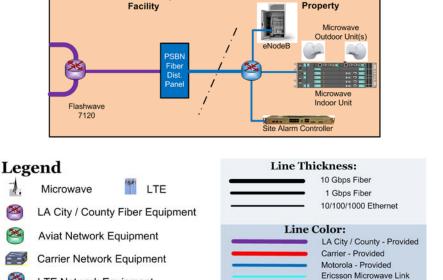
4.1 Fiber Site Configurations

Connectivity of network equipment for the five different site types is depicted in the Figures 4-1 through 4-5 below.

The interconnectivity between the outdoor PSBN eNodeB, microwave equipment and the LA City fiber equipment is illustrated in Figure 4-1 Connectivity at PSBN Site with Microwave Links.

Inside LA City

LTE Network Equipment



Outdoor Cabinet on

Figure 4-1 Connectivity at PSBN Site with Microwave Links

In the event that redundant PSBN site routers are deployed at certain aggregation sites, a second 1 GbE connection would be required between the Flashwave and the PSBN fiber distribution panel.

For all diagrams within this document where a fiber link is shown between the fiber distribution panel and the in-cabinet site router, the preferred connection method is shown above. Practical implementation may require a wireless solution in lieu of a fiber connection.

The interconnectivity between the outdoor PSBN eNodeB equipment and the LA City fiber equipment is illustrated in Figure 4-2 Connectivity at PSBN Site without Microwave Links.

Aviat Microwave Link

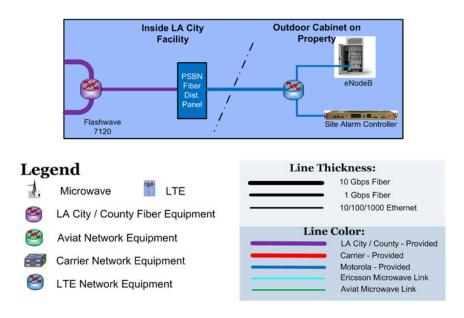


Figure 4-2 Connectivity at PSBN Site without Microwave Links

The interconnectivity between the Evolved Packet Core and the LA County fiber equipment is illustrated in Figure 4-3 Connectivity at FCCF (PSBN Evolved Packet Core) Site.

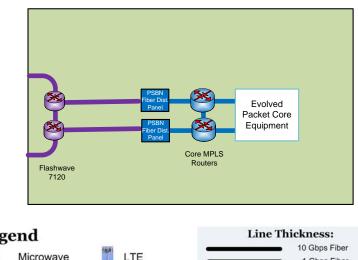
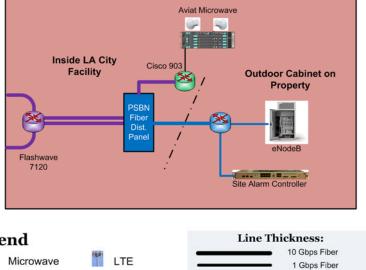


Figure 4-3 Connectivity at FCCF (PSBN Evolved Packet Core) Site

The interconnectivity between the PSBN site, Aviat microwave and the LA City fiber equipment is illustrated in Figure 4-4 Connectivity at Aviat / LA City Site. The Foothills (LAPDFTH) site requires connectivity between the LA City Flashwave router, the Aviat microwave system router and the LTE site router. The Flashwave 7120 is required to interconnect the traffic from the three network segments and assign traffic to the appropriate VLANs. The switch must be capable of handling Layer 2 switching functions with VLAN configurations and handle prioritization at Layer 2. VLAN tagging from the LTE system must remain intact.

In order to connect the Aviat network into the LA City fiber network, the Aviat system router must be equipped with a single mode fiber optical output. A 1 Gbps connection is illustrated in Figure 4-4.



Line Thickness:

10 Gbps Fiber
1 Gbps Fiber
1 Gbps Fiber
10/100/1000 Ethernet

LA City / County Fiber Equipment

Aviat Network Equipment

Carrier Network Equipment

LTE Network Equipment

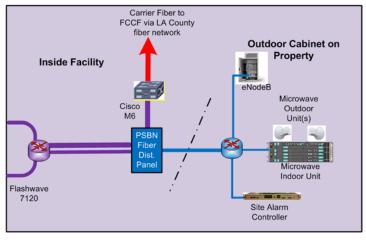
LTE Network Equipment

LINE Color:

LA City / County - Provided
Carrier - Provided
Motorola - Provided
Ericsson Microwave Link
Aviat Microwave Link

Figure 4-3 Connectivity at FCCF (PSBN Evolved Packet Core) Site

The interconnectivity between the PSBN site, carrier fiber and the LA City fiber equipment is illustrated in *Figure 4-5 Connectivity via Carrier Fiber to the LA County Fiber ring and FCCF (PSBN Evolved Packet Core) Site.* This configuration will be used at the Hollenbeck and Rampart sites that will connect to the MEC site and the SCC site, respectively, on the LA County Fiber Ring. This configuration requires a 10 Gbps and a 1 Gbps optical connection at these for nodes on the Flashwave 7120. The MEC and SCC nodes will also be equipped with 10 Gbps add/drop ports for future use.



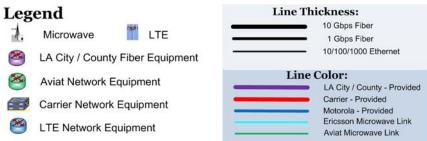


Figure 4-5 Connectivity via Carrier Fiber to the LA County Ring and (PSBN Evolved Packet Core) Site

It should be noted the leased line entrance facility for the MEC site on the LA County Ring shares a common manhole which could be considered a single point of failure however the physical fiber runs via this manhole to SCC and EAV are located in separate conduits.

The Flashwave 7120 is required to interconnect the traffic from the three network segments and assign traffic to the appropriate VLANs. The switch must be capable of handling Layer 2 switching functions with VLAN configurations and handle prioritization at Layer 2. VLAN tagging for the LTE system must remain intact.

4.2 Performance Specifications

Latency

Maximum End-to-End latency per connection one way is 5.0 milliseconds. Maximum End-to-end latency shall include delay jitter or variations.

Delay Variation

Maximum End-to-End packet delay variation (jitter) per connection one way shall be limited such that the transport subsystem meets the delay variation requirements of 1.0 millisecond. Delay Variation shall be measured according to the specification ITU-T Y.1541 with the 99th percentile value used for compliance to the Maximum Packet Delay Variation specification above.

Packet Loss

Per connection unidirectional packet loss shall not exceed 1x10⁻⁶.

Availability

The LA City fiber network and the LA County fiber network shall deliver availability of 99.9995% or better. Network availability calculations and metrics shall always include both link and equipment availabilities. Any network failure requiring an automated failover to alternate equipment shall result in a Recovery Time of less than 50ms. For LA County, the restoration time to replace failed equipment shall be less than 4 hours. For LA City, the restoration time to replace failed equipment will be on a best effort basis.

The city and the county shall indicate their ability to deliver operational notifications and alarm conditions to LA-RICS NOC facilities.

QoS

The LA City and LA County fiber networks shall support Layer 2 QoS functionality.

Additional Layer 2 Functionality Requirements

LA City and LA County equipment must be capable of Q-in-Q tagging. One VLAN tag must be reserved for LTE-related traffic.

4.3 Connectivity Specifications

4.3.1 LA City Ring

Table 2 below specifies the physical connection requirements for each of the City fiber PoP locations at the demarcation point, and the fiber equipment shall be configured for the following link speeds.

LA City Fiber Node	PSBN Colocated Site ID	1 Gbps Fiber Connection	10 Gbps/Other Fiber Connection
City Hall East (C)		X	X
City Hall East (B)			X
Devonshire PS	LAPDDVN	X	
Foothills PS	LAPDFTH	X	
Hollenbeck PS	LAPDHLB	X	X
Hollywood PS	LAPDHWD	X	
LAPD077	LAPD077	X	
Mission PS	LAPDMIS	X	

Table 2 - Media and Link Speeds at each City fiber POP

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Newton PS	LAPDNWT	X	
North East PS	LAPDNED	X	
North Hollywood	LAPDNHD	X	
Olympic PS	LAPDOLY	X	
Pacific PS	LAPDPAC	X	
Rampart PS	LAPDRAM	X	X
South East PS	SEP	X	
South West PS	SWP	X	
Topanga	LAPDTOP	X	
Van Nuys	LAPDVNS	X	
West LA	LAPDWLA	X	
West Valley	LAPDWVD	X	
Wilshire PS	LAPDWIL	X	

PSBN aggregation point connections to the fiber shall utilize a Layer 2 add/drop 1 Gb Ethernet fiber service except for City Hall East (B), City Hall East (C), Hollenbeck and Rampart that will additionally utilize a layer 2 add/drop 10 Gb Ethernet fiber to interconnect city rings and leased lines. This is due to the replacement of the standard 1 G add/drop cards at these sites with a upgraded card that supports both 10 G add/drop and lambda features on a single slot card to meet the needs of the LA-RICS fiber ring.

The demarcation between the PSBN site router and the LA City router will be the fiber distribution panel in the LA City facility. The panel is a Quiktron RS1-QTR which will be fitted with LC single-mode inserts and is shown in Figure 4-6 Fiber Distribution Panel below. It is a 1 RU rack mountable panel, and can be mounted on either 19" or 23" rails. The equivalent demarcation will be done for the LA County Fiber Ring network.

Connectivity from each Flashwave switch at the FCCF site will flow through a separate Fiber Distribution Panel in order to maintain physical separation between redundant devices in the Core.



Figure 4-6 Fiber Distribution Panel

Connectivity between the PSBN site router and the LA City fiber equipment (Flashwave 7120) will consist of 1 Gbps single mode fiber using 1000BaseLX at 1310 nm.

The distance between the site router and the LA City Flashwave equipment varies by site. The site router has the capability of launched power variability of -3.0 dBm to -9.5 dBm.

After the single-mode fiber has been run and terminated then a cable sweep will be run to show the optical characteristics of the line. If the optical output power of the LA City fiber equipment modified by the attenuation characteristics of the line exceeds the input range of the equipment to be connected to

the line then an attenuator will be added to ensure the connected equipment is not being energized beyond its specification.

Termination of the fiber ends for connection to the FDP will be made via Duplex LC single-mode fiber connectors.

The city shall describe their provisioning capabilities for add/drop and describe the availability of ports at each of the LA City Fiber PoPs.

4.3.2 LA County Ring

Table 3 below specifies the physical connection requirements for each of the City fiber PoP locations at the demarcation point, and the fiber equipment shall be configured for the following link speeds.

LA Ciity Fiber Node l Gbps Fiber PSBN 10 Gbps/ Colocated Site Connections Other Fiber Connections **FCCF FCCF** X X SCC X X **MEC** X X EAV X **EOC** X

Table 3 - Media and Link Speeds at each County fiber POP

The other capabilities specified in section 4.2 shall also apply to the LA County Fiber Connectivity.

4.4 Physical Specifications

4.4.1 Generic Site Equipment

LA-RICS will house the following equipment at each of the LA City Fiber Sites with the exception of Rampart, Hollenbeck and Foothills:

- CPE (PSBN site router) will be located in eNodeB/TMR cabinet outdoors near tower/monopole
- Fiber connections:
 - o Fiber with 1 Gbps single mode fiber run from the PSBN cabinet to the fiber distribution panel
 - Quiktron RSI-QTR Fiber distribution panel (demarcation location) fitted with Quiktron
 Q-Series 12-Strand LC Duplex Single-mode inserts.

- o 1 Gbps single mode fiber connection between Flashwave 7120 router to fiber distribution panel
- o Maximum of 5,000 cable-meters between eNodeB/TMR and the fiber distribution panel location
- o FDP port assignments
- o Fiber cable color: Yellow, connector body: Blue
- o All cables will be labeled to show source connection equipment name/port / destination equipment name/port

	Rackspace Dimensions		Power Requi	rements	
	Width	Height	Depth	AC Volts	Watts
Quiktron RS1-QTR FDP	19 in	1.75	12.5	-	-

4.4.2 Hollenbeck and Rampart Sites

In addition to the equipment listed above the Hollenbeck and Rampart Sites will house the following equipment:

	Rackspace Dimensions		Power Requirements		
	Width	Height	Depth	AC Volts	Watts
Cisco M6 (Carrier)	17.45	10.45	11.02	120	1400
SMX3000RMLV2U	17.01 in	3.5 in	26.26 in	120	2700
Quiktron RS4-QTR FDP	19 in	7.1 in	12.6 in	-	-

Full specification sheets are located in Appendix (A)

City to define location in Relay racks for this equipment.

Fiber connections: - see Figure 4-5 Connectivity via Carrier Fiber to FCCF Site

- o 10 Gbps single mode fiber connection between Flashwave 7120 router to Fiber Distribution Panel
- o 1 Gbps single mode fiber connection between Flashwave 7120 router to Fiber Distribution Panel
- o 10 Gbps single mode fiber connection between Fiber Distribution Panel and the Carrier switch
- o Fiber with 1 Gbps single mode fiber run from the Fiber Distribution Panel to the LTE Site Router

4.4.3 Foothills Site

In addition to the equipment listed above the Foothills site will house the following equipment:

	Rackspace Dimensions		Power Requi	rements	
	Width	Height	Depth	AC Volts	Watts
Quiktron RS4-QTR Fiber					
Distribution Panel	19 in	7.1 in	12.6 in	-	-

Fiber connections: - see Figure 4-4 Connectivity at Aviat / LA City Sites

- o Two 1 Gbps single mode fiber connections between Flashwave 7120 router to Fiber Distribution Panel
- o 1 Gbps single mode fiber connection between Fiber Distribution Panel and the Aviat microwave system router
- o 1 Gbps single mode fiber run from the Fiber Distribution Panel to the LTE Site Router

The City is to define the location in Relay racks for this equipment.

4.4.4 FCCF Fiber Ring Sites (FCCF, EAV, EOC, MEC, SCC)

Specific equipment TDB upon installation. Equipment will be equivalent of LA City Fiber node installations, but must provide for 10 *G*b fiber connectivity and capacity.

Two Fiber Distribution Panels will be used to connect the County fiber equipment to the two MPLS routers in the FCCF Core site.

4.4.5 Equipment Configuration Requirements

The network equipment will be configured such that multiple VLANs will be created from each PSBN eNodeB site to the Core site. A minimum of two VLANs will be configured in such a way as to allow for continued operation in the presence of a single point of failure on the networks between the LA City / LA County networks and the Core.

In the event of a network device or transport media failure, the network must be capable of recovering from a single point of failure within 50 ms.

5 Site Condition

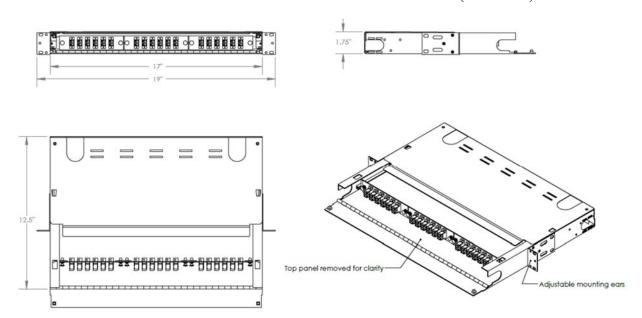
5.1 Fiber Network Equipment Configuration

Multimode Fiber from the PSBN site router will be run into the site building via designated entrance facility to a Fiber Distribution Panel (FDP). This panel may be installed in a Relay Rack or may be wall mounted. Mounting options and locations will be determined during the site walk. All associated fiber and the FDP will be labeled with respect to relay rack, panel and jacks and provided to the LA City Engineer. The equivalent will be done for the LA County Fiber sites.

5.2 Physical Space

All sites will be fitted with a Fiber Distribution Panel. The panel size will vary depending on the number of service providers connecting to the panel. (i.e FCCF will have multiple fiber carrier connections) The FDP will require up to 4 RU of a 19" rack, with space on a specific rack by label/number to be provided by Authority.

During a site walk it may be found that there is insufficient rack space to house a FDP and therefore it will need to be wall mounted. These dimensions of this unit are: $19 \text{ in } \times 1.75 \text{ in } \times 12.5$ " (W x H x D)



- Carrier Switch model Cisco M6 (See specifications in Appendix A)
- APC SMX3000RMLV2U UPS (See specifications in Appendix A)

The equivalent will be installed for the LA County Fiber node sites.

5.3 Power

An APC SMX3000RMLV2U UPS will support the required Ethernet switch at Hollenbeck and Rampart. This device has the following power specifications:

	Rackspace Dimensions			Power Requi	rements
	Width Height Depth			AC Volts	Watts
SMX3000RMLV2U	17.01 in	3.5 in	26.26 in	120	2700

6 Appendix A







RS1_OTR

Q-Series™ 1u 3-Panel Rackmount Fiber Optic Enclosure

Organize and protect your delicate fiber optic backbone terminations

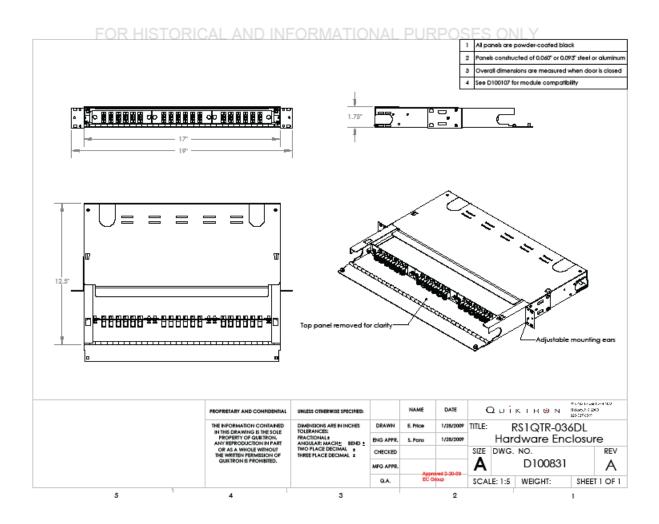
Made from rugged, heavy duty steel, this rugged rackmount enclosure securely houses 3 pre-terminated MTP modules or adapter panels in the 1u configuration. It features front and rear doors for easy access. Both doors are constructed from steel plus this enclosure incorporates a locking sliding inner tray for even more flexible access. The top panels can also be removed for additional access, and are equipped with additional rear knockouts for horizontal cabling entrances.

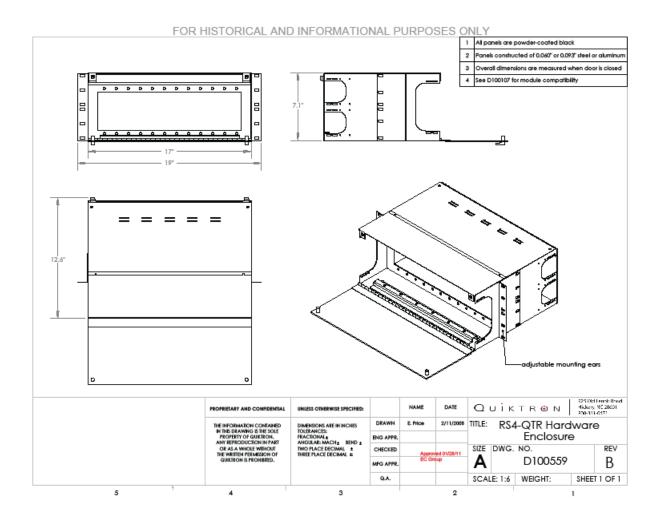
Rectangular cable holders are also provided for dressing the patch cables in the front of the unit behind the smoked plastic front door. The rackmount ears can also be adjusted to 3 different lengths from front to rear for even more flexibility. Each side has large grommet openings for safe horizontal cable routing. Guaranteed for life, each enclosure is designed to be installed in racks or cabinets supporting 19in or 23in rails.

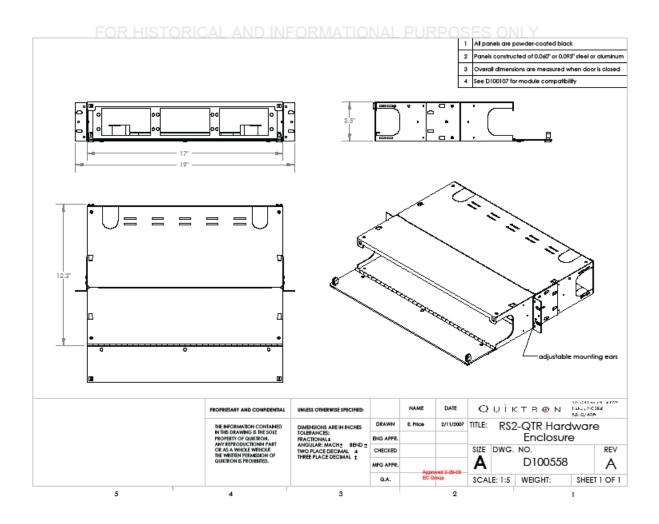
- Organize and protect your delicate fiber optic backbone terminations
 Each enclosure is shipped with an accessory pack that includes mounting screws, cable ties for cable management and a cable ID label for the installed cables.

Product #:	Description:
RS1-QTR	Q-Series™ 1u 3-Panel Rackmount Fiber Optic Enclosure

21 B Avenue West • Albia, IA 52531 • 800.361.0471 • www.quiktron.com









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Hardware Specifications

This appendix contains hardware and software specifications of the ONS 15454 (ANSI and ETSI), ONS 15454 M2, and ONS 15454 M6 shelf.



Unless otherwise specified, "ONS 15454" refers to both ANSI and ETSI shelf assemblies.



Unless otherwise specified, the ECU module refers to the ECU, ECU2, and ECU-60V units. For details about the various ECU modules, see the "5.7 External Connection Units" section on page 5-65.

The following sections are included:

- A.1 ONS 15454 Shelf Specifications, page A-1
- A.2 ONS 15454 M2 Shelf Specifications, page A-5
- A.3 ONS 15454 M6 Shelf Specifications, page A-8

A.1 ONS 15454 Shelf Specifications

This section provides specifications for shelf bandwidth; a list of topologies; Cisco Transport Controller (CTC) specifications; the LAN, Transaction Language One (TL1), modem, and alarm specifications; timing, power, and environmental specifications; and shelf dimensions.

A.1.1 Bandwidth

The ONS 15454 has these bandwidth specifications:

- Total bandwidth: 240 Gbps
- · Data plane bandwidth: 160 Gbps
- · SONET/SDH plane bandwidth: 80 Gbps

A.1.2 Configurations

The ONS 15454 can be configured for these dense wavelength division multiplexing (DWDM) topologies:

Cisco ONS 15454 Hardware Installation Guide

78-19631-06

A-1

Appendix B

Service Level Agreement

This Service Level Agreement is part of the MEMORANDUM OF AGREEMENT for Communications Transport Services between ITA and LA-RICS Authority.

1. SERVICE COMMITMENT

ITA will respond to outage notifications received Monday through Friday (non-holiday days) between the hours of 7:00am to 7:00pm within four hours. ITA will investigate the service issue and, if the incident is caused by failure of the network equipment, ITA will repair or replace it. For outages occurring outside of these hours, ITA will respond the following business day.

ITA is not responsible for the repair nor the response time for outages due to breaks in or damage to the fiber lines. Such repairs shall be governed by the Fiber Optic Infrastructure Consolidation Agreement (Appendix K). If it is determined during the initial response to an outage that the cause is a break in the fiber, ITA will attempt to locate the breach in the fiber and will notify DWP of the outage and any information that pinpoints the location.

Quoted by: Jackie Head

Appendix C



Fujitsu Maintenance and Support Program Service Level Agreement

Customer Name: City of Los Angeles Quote Number: 031414-03-r04b Coverage Period: 3/1/15 - 8/31/15 Quote Date: 02/03/15

SUPPORTED PRODUCT FAMI 4000 9000 5000	ILIES SUMMARY YES
9000	YES
5000	no
5000	no
7000	YES
Adva	no
FLM	no
CDS	no
_	

	Section 2: Tier Offe
	RTA, SW, Training,
	R&R, AHR (NBD),
Services Included:	OSM (NBD)
Remote Technical Assistance	X
Software Maintenance and Upgrade Subscription	X
Training (20 seats per year in Richardson, Texas)	X
Repair & Return	Х
Advance Hardware Replacement (NBD)	Х
On-Site Maintenance (NBD)	Х
Please Select Desired Package:	
Include this Part Number on your P.O. (qty 1)	SE.1-1234567
Annual Price:	\$160,492
	Pro-Rated Term *

Pro-Rated (3/1/15-8/31/15) Price \$80,246

Section 3: Special Notes

Upgrade subscriptions are only available on NE Types in Section1 that are marked as ++. All other NE Types have a Maintenance subscription only.

Pro-Rated Term Notes *

This Pro-Rated price covers an extension of existing contract 40002493 that is currently scheduled to end 2/28/15.

The pro-rated term of 3/1/15-8/31/15 as requested by City of LA will provide on-going coverage while they work towards a multi-year contract.

NETSMART®	1500 MAINTENANCE	& SUPPORT PLAN
24x7 Remote Technical Assistance	X	Notes:
NETSMART 1500 Software Maintenance & Upgrade Subscription	X	
On-Site Technical Support Visit	X	Pro-Rated Term Notes *
New Features and Enhancements Webinars	X	This Pro-Rated price covers an extension of existing contract 40002494
No Hassle Upgrade Portal	X	that is currently scheduled to end 2/28/15. The pro-rated term of
Access to Web-based tutorials	X	3/1/15-8/31/15 as requested by City of LA will provide on-going coverage
Monthly Call Reports	X	while they work towards a multi-year contract.
Please Select Desired Package:		
Include selected Part Number on your P.O. (qty 1)	SE-NS1500	
Annual Price:	\$28,178	
NEs supported by this SLA:	51	

Pro-Rated Term * Pro-Rated (3/1/15-8/31/15) Price \$14.089

Additional NETSMART 1500 site visits, daily Extended NETSMART 1500 site visits, hourly \$2000 per incident, as applicable \$250 hourly, over minimum for current visit

GENERAL INFORMATION

- . Quotation valid for 90 days from issue date above. All prices are in US Dollars unless otherwise noted.
- 2. Equipment Covered by AHR: Only active equipment covered as described in attached Services Descriptions
- 3. All SLAs will be billed annually, in advance of service, unless otherwise agreed.
- . All multi-year SLAs will have an annual review of network growth to determine any price changes resulting there from, unless otherwise agreed
- 5. Reinstatement fees apply for any lapse in service. Additional RTU purchases and 'set up' periods may be required before service is reinstated.
- For any packages containing AHR or OSM, send contact information for person responsible for site access to inside.sales@fnc.fujitsu.com Receipt of a Purchase Order by FNC constitutes the customer's acceptance of the pricing and terms of this quotation.
- . This quote is intended solely for the customer identified above and valid for the period and terms specified

Purchase Orders must include the following information:

- Quotation Number from top of this document
- 3. All Part Numbers will be quantity 1 (one), except Hosted EMS one time products

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Description of Services

This document describes frequently requested Services that are available from FNC for Products identified by an FNC designated part number (excluding miscellaneous consumables, installation material, and equipment, components, or hardware or software that Customer obtained from a party other than FNC or an authorized FNC reseller, unless it was obtained through merger, acquisition or asset purchase approved in writing by FNC). The Services described below may be purchased in a pre-configured group of Services as described under Fujitsu's Maintenance & Support Program (MSP) recommended by FNC (e.g. Select, Prime, Peak, or Premier) or a Service Bundle customized specifically for Customer. This Description of Services document is made subject to, and incorporates by reference, FNC's General Terms and Conditions of Sale (GENTS) document.

The FNC Service level agreement quotation form (hereinafter referred to as the "SLA"), furnished to Customer by an FNC Sales representative, will describe the services being quoted under the Maintenance & Support Program. Customer may, before the renewal date of an SLA, select different Services by requesting a new SLA from an FNC Sales representative. The duration of any Service will be as quoted by FNC at the time of purchase. Customer may be subject to early termination fees.

1. REMOTE TECHNICAL ASSISTANCE (RTA). During the applicable term of this Service, FNC will provide unlimited Remote Technical Assistance through Fujitsu's Technical Assistance Center (TAC) telephone support to Customer on all Products covered under the SLA applicable to the purchase of this Service. To optimize FNC's ability to thoroughly troubleshoot and analyze Customer reported concerns and suggest or initiate corrective action, Customer should allow FNC remote access to its network via secure Virtual Private Network (VPN) or a commercially available web conferencing tool mutually agreed upon by the parties. Any such access will at all times remain under the control of Customer.

•Fujitsu's policy is to provide Remote Technical Assistance for the current major version software release and two major versions immediately-preceding.

RTA telephone support includes:

7 x 24 x 365 phone access to an FNC TSE (technical support engineer)

Escalation to higher levels of expertise after reasonable investigation time

Escalation to an applicable PSE (product support engineer) after reasonable investigation time by Tier II or Tier III TSEs

Automated escalation notifications to management (via e-mail)

Overdue CSR (Customer Service Request) state

Out- - COD I - - - - I

Outage CSR logged

Outage CSR change of state

Others

- Engineering Investigation Request (EIR)
- Unit Investigation Request (UIR)
- · Automatic monthly call statistic reports
- · Access to knowledge base and tools for online technical information and customer service request management
- Customized reports based on customer requirements

CSR Reporting

Volume

Status

2. SOFTWARE SUBSCRIPTIONS: This service describes Software Subscriptions that are available from FNC for software Products licensed to Customer and identified by an FNC-designated part number. The subscriptions below must be purchased at the time Customer pays the applicable RTU license fee for the applicable software Product.
2.1 NE Software Subscription. The NE Software Subscription grants Customer the right to receive all Major, Minor, and Maintenance release level software that becomes generally available for the NE Software Products Customer is currently using and for which Customer has paid FNC the applicable license fee. If Customer is not on the most recent Release of software for applicable NEs when this subscription is purchased, Customer may be required to update to that Release before being eligible for subsequent software updates. The software updates may be made available to the Customer to download from an FNC website. Customer is responsible for implementing any software update or upgrade provided by FNC under this subscription.

2.2 Element Manager (Craft Interface) Software Subscription. The Element Manager (Craft Interface) Software Subscription permits Customer to download from an FNC website copies of element manager (craft interface) software (e.g. NETSMART® 500) applicable to the Products covered as indicated in the quotation document provided at the time of purchase. FNC may track the type and number of copies of element manager (Craft Interface) software that Customer downloads to ensure the number of copies of such downloaded software is reasonable and applicable to the Products covered by this subscription.

3. TRAINING SERVICES.

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3.1 Scope of this Service. During the applicable term of this Service, FNC will provide Customer's employees seat credits, as set forth in the table below, for access to available seats in regularly scheduled training classes (i.e. those classes scheduled in the FNC Training Catalog) that are taught at its Richardson, TX training facility, regarding the use and maintenance of Products. Descriptions of applicable training course offerings can be found in FNC's online training catalog at http://www.fujitsu.com/downloads/TEL/fnc/pdfservices/ed_serv_catalog.pdf. Additional information may be obtained by contacting FNC's Educational Services group at the telephone number shown in the catalog. Student travel and living expenses are Customer's responsibility.

Training Entitlement
Embedded Base (EB) Seats
EB <\$1,000,000 10
EB ≥\$1,000,000 - <\$10,000,000 20
EB ≥\$10,000,000 - <\$100,000,000 30
EB ≥\$100,000,000 50

- 3.2 Student Registration. All training course participants (Students) must register through FNC's Educational Services Registrar before attending a training class. The Educational Services Registrar may be contacted at 972-479-4961 (8:00 a.m. 5:00 p.m. Central Time, Monday through Friday). Seats in each class are limited and available on a first-come, first-served basis. Registration should be completed at least 30 days before the first day of a class. If a registration request is made for a class that is already filled, the prospective Student will be offered the option of being placed on a "waiting list." If openings become available, the waiting list will be depleted on a "first-listed, first-opportunity" basis.
- 3.2.1 Upon receipt of the Student enrollment documentation, FNC will send a reservation confirmation email to the Student as an authorization for the Student to attend the class.
- 3.2.2 Customer must ensure that all Students attending training courses meet the prerequisites stated in the training catalog.
- 3.3 Cancellation of Reservations. If Customer desires to cancel a Student registration, Customer must notify FNC's Educational Services Registrar at least 10 business days prior to the start of the class the Student is scheduled to attend. 3.4 Cancellation of Classes. FNC will make every commercially reasonable effort to avoid cancellation of scheduled classes. In those instances where cancellation becomes necessary, the Student will be notified at least 5 business days before the scheduled starting date of the class.
- 3.5 Student Attendance. FNC's instructors present a large amount of complex information during class hours. It is very important that Students be present every day. Reasonable effort will be made by FNC's education staff to assist any Student who wishes to make up for training missed because of a valid absence.

4. ADVANCE HARDWARE REPLACEMENT - WITHIN A MUTUALLY AGREED TIME.

- 4.1 Scope of this Service. During the applicable term of this Service, FNC will, subject to the below terms and conditions of this provision and within a response time mutually agreed upon and entered on the SLA applicable to the purchase of this Service, provide advance replacement equipment to the location designated by Customer for Products identified on the applicable SLA. Only active equipment (e.g. circuit packs, shelves and rectifiers) are eligible for this service. Unless otherwise documented on the SLA, passive equipment (e.g. cables, fibers, filters, attenuators, batteries, passive units, and other miscellaneous hardware) is not supported. Unless otherwise agreed by the parties and noted on the applicable SLA, a "day" or "business day" is defined as the customary working hours, Monday through Friday, at the Customer location, excluding mutually agreed holidays.
- 4.2 Prerequisite to Providing This Service. Before FNC can implement this Service for the Products identified on the applicable SLA, Customer must advise FNC, in writing, of the specific location(s) to be covered by this Service and the types and quantities of each Product at each location. After receiving all such information, FNC will have up to 45 days to arrange warehousing of applicable Product in various locations to meet Customer's requirements. FNC will not be obligated to provide Product within the mutually agreed upon response time until the sooner of (a) FNC advising Customer that it has completed all warehousing requirements for applicable Products; or (b) the 45 day period has elapsed. However, while FNC is arranging warehousing requirements, FNC will make every commercially reasonable effort to provide applicable advance replacement Product as soon as possible. During the applicable term of this Service, if Customer deploys FNC furnished equipment of a type other than what Customer has previously identified for coverage under this Service to a site already identified pursuant to this section or deploys any type of FNC furnished equipment to a site other than one already identified pursuant to this section, until FNC is notified of the type, quantity and location of such equipment pursuant to the terms of this section, FNC will not be obligated to provide advance replacement equipment within the agreed upon response time and then FNC's obligation will not begin until the sooner of (a) FNC advising Customer that it has completed all warehousing requirements for applicable Products; or (b) the 45 day period has elapsed.

- 4.3 Contacting TAC to Report a Network Affecting Issue. During the applicable term of this Service, if Customer encounters a network failure condition that Customer believes is caused by equipment that is covered under the applicable terms of this Service, Customer should immediately contact FNC's TAC to log a CSR.
- 4.4 TAC Troubleshoots the Problem. If TAC concurs that FNC furnished equipment has caused a network-affecting problem, FNC will, at FNC's expense, ship advance replacement equipment to Customer to arrive within the mutually agreed upon time after FNC confirms such a problem. FNC's obligation to respond in a time that is shorter than "next business day" is subject to fulfillment of Section 4.2 of this provision for the applicable Product. A "next business day" response is subject to (a) if FNC received Customer's request and confirms the problem before 4:00 PM (central time) on the business day the request was received the advance replacement equipment will be shipped to arrive the next business day the request was received the advance replacement equipment will be shipped to arrive within 24 hours after the beginning of the next business day.
- 4.5 Customer Must Return the Replaced Equipment. Customer agrees that it will, at its sole expense, return the equipment replaced by the advance replacement equipment shipped by FNC within 15 days after receiving the advance replacement equipment.
- 4.6 Disqualified Equipment, or Failure to Return Replaced Equipment. If, upon receipt of the replaced equipment, FNC determines it (a) has not been installed, operated, or maintained, in accordance with the applicable specifications, documentation, and instructions provided by FNC, or packed for return in accordance with instructions provided by FNC or using reasonable care (e.g. avoiding the possibility of electrostatic discharge damage when packing equipment); (b) has been subjected to accident, disaster, neglect, abuse, misuse, or damage (e.g. burned, cracked, etc.); (c) has been repaired or modified in any respect by anyone other than FNC or its authorized service representatives without FNC's prior consent; or (d) has been adversely affected by materials, equipment, software or services provided by an entity other than FNC without Customer having first received approval from FNC in writing; the returned equipment will not qualify for repair or replacement "at no additional charge" under this Service and Customer agrees to be billed and pay FNC as set forth below. If the replaced equipment is not returned to FNC within the time period stated above, Customer will be billed, and agrees to pay, an amount equal to the purchase price of the advance replacement equipment, as quoted by FNC, plus shipping charges.
- 4.7 Transfer of Title: Replaced and Replacement Equipment. Title to the advance replacement equipment FNC ships to Customer will pass to Customer the earlier of (a) the date FNC receives the equipment that was replaced; or (b) the date FNC receives payment for the advance replacement equipment pursuant to FNC invoicing Customer as set forth above.

 4.8 Installation of Advance Replacement Equipment. Unless Customer has purchased a Service from FNC that includes on-site support, Customer is responsible for installation of the advance replacement equipment and de-installation of the

5. ON-SITE SUPPORT - WITHIN A MUTUALLY AGREED TIME.

- 5.1 Scope of this Service. During the applicable term of this Service, FNC will, subject to the below terms and conditions of this provision and within a response time mutually agreed upon and entered on the SLA applicable to the purchase of this Service, dispatch a qualified technician to arrive at the site designated by Customer on the applicable SLA. Unless otherwise agreed by the parties and noted on the applicable SLA, a "day" or "business day" is defined as the customary working hours, Monday through Friday, at the Customer location, excluding mutually agreed holidays.
 5.2 Prerequisite to Providing This Service. Before FNC can implement this Service for the Products identified on the applicable SLA, Customer must advise FNC, in writing, of the specific location(s) to be covered by this Service. After receiving all such information, FNC will have up to 45 days to deploy applicable personnel and Product in various locations to meet Customer's requirements. FNC will not be obligated to meet the mutually agreed upon response time until the sooner of (a) FNC advising Customer that it has completed all deployment requirements for applicable
- until the sooner of (a) FNC advising Customer that it has completed all deployment requirements for applicable personnel and Products; or (b) the 45 day period has elapsed. However, while FNC is completing its deployment requirements, FNC will make every commercially reasonable effort to provide on-site personnel as soon as possible. During the applicable term of this Service, if Customer deploys FNC furnished equipment that Customer wants to have covered by this Service to a site other than one already identified pursuant to this section, FNC will not be obligated to meet the mutually agreed upon response time until Customer has advised FNC of the new location and then the sooner of (a) FNC advising Customer that it has completed all deployment requirements for applicable personnel and Products; or (b) 45 days elapse after Customer advises FNC of the new location.
- 5.3 Contacting TAC to Request Expedited On-Site Support. During the applicable term of this Service, if Customer believes it has a need for on-site support Customer should immediately contact FNC's TAC to log a CSR.
 5.4 Dispatching On-Site Support. If FNC concurs that on-site support is necessary to resolve Customer's concern, FNC will dispatch technical support personnel to arrive at Customer's site within the mutually agreed upon response time after FNC receives Customer's request. FNC's obligation to respond in a time that is shorter than "next business day" is subject to fulfillment of Section 5.2 of this provision for the applicable Product. A "next business day" response is subject to (a) if FNC received Customer's request and confirms the problem before 4:00 PM (central time) on the business day the request was received, the advance replacement equipment will be shipped to arrive the next business day;

b) if FNC received Customer's request and confirms the problem after 4:00 PM (central time) on the business day the

request was received, the advance replacement equipment will be shipped to arrive within 24 hours after the beginning of the next business day. Except as otherwise set forth in this Article, all travel and living costs for such personnel will be borne by FNC.

5.5 Customer's Obligation to Make Site Available. Customer is responsible for ensuring FNC personnel access upon their arrival to the site where the support is to be performed. If FNC is unable to obtain access to the site, Customer agrees that FNC has the right to invoice Customer, and Customer agrees to pay for travel and living expenses for the applicable trip made by FNC personnel.

6. REPAIR AND RETURN.

- 6.1 Scope of this Service. During the applicable term of this Service, FNC will repair or replace any qualifying equipment, component, or hardware (individually or collectively "equipment") that is part of the covered Product (e.g. "FLASHWAVE® 4xxx" family or "entire network"), identified by Customer on the applicable SLA, that does not materially conform to FNC's specifications.
- 6.2 Returning Equipment for Repair. Before Customer can return any equipment that Customer believes is in need of repair, Customer must first obtain an RMA from FNC in accordance with the Article entitled WARRANTY in the GENTS Supplementary Terms and Conditions. Return of equipment to the repair facility designated by FNC is at Customer's expense.
- 6.3 Repair, or No Trouble Found. This Service is for repair or replacement of equipment only, it does not include updating software and FNC will not, under any circumstances, have any liability or obligation for any Customer data contained in or on any equipment sent to FNC for repair. FNC will test returned equipment against FNC's applicable hardware specifications, exclusive of separately licensed software. If FNC determines there is "No Trouble Found" (NTF) with the equipment, Customer agrees to issue a purchase order to FNC for FNC's NTF fee, as set forth in the agreement, for each returned item found to be NTF. Except for equipment discussed in Section 6.4 of this Service description, if FNC determines that it is unable to repair the returned equipment, FNC will replace the equipment provided similar equipment is available or provide Customer with functionally equivalent equipment. Equipment that is repaired, replacement equipment, or equipment found to be NTF will be returned to Customer's point of shipment at FNC's expense.
- 6.4 Equipment Not Covered by this Service. Equipment that (a) has not been used or maintained in accordance with FNC's applicable specifications, documentation, and instructions; or (b) has not been packed for return in accordance with instructions provided by FNC or using reasonable care (e.g. avoiding the possibility of electrostatic discharge damage when packing equipment for return); or (c) has been subjected to accident, disaster, neglect, abuse, misuse, visible damage (e.g. burned, cracked, etc.), or physically damaged by attempted repair or modification by anyone other than FNC or its authorized service representatives without FNC's prior consent, does not qualify for repair or
- <u>7. ROUTINE PREVENTATIVE MAINTENANCE (RPM).</u> FNC will provide routine procedures to detect potential trouble conditions before they affect service. Based upon Customer requirements, a series of non-service affecting tasks will be developed to test, clean and backup critical network data. Correction of minor discrepancies can be scheduled and addressed during the site visit. Major discrepancies will be reported and addressed by Customer's specified maintenance organization. This service is a reoccurring series of events which may be scheduled quarterly, biannually, or annually.

8. NETWORK MAINTENANCE AND DESIGN PLANS

8.1 NETSMART 1500 Maintenance & Support Plan

8.1.1 24 x 7 Remote Technical Assistance as described in section 1 above

8.1.2 NETSMART 1500 Software Maintenance Subscription

The NETSMART 1500 Software Subscription grants Customer the right to receive all Major, Minor, and Maintenance release level software that becomes generally available for the NETSMART 1500 Software Products Customer is currently using and for which Customer has paid FNC the applicable license fee. If Customer is not on the most recent Release of software for applicable NEs when this subscription is purchased, Customer may be required to update to that Release before being eligible for subsequent software updates. The software updates may be made available to the Customer to download from an FNC website. Customer is responsible for implementing any softwareupdate or upgrade provided by FNC under this subscription, or may schedule with FNC for on-site support either as part of an On-Site Support Service or as a one-time support contract.

8.1.3 On-Site Support Service.

One on-site visit per year for NETSMART 1500 support if NETSMART 1500 is a covered product. For NETSMART 1500 support, the on-site visit can be used for initial installation or an upgrade. When FNC personnel are scheduled to visit a Customer site, Customer must ensure that appropriate access to Customer's facilities, the applicable computer server, and personnel responsible for operating the software are made available to FNC's personnel at the agreed upon

time. If FNC's personnel arrive at the designated Customer site and are not able to access the facilities, applicable computer server equipment, or consult with the appropriate Customer personnel and have to return to FNC without having provided service to Customer, the attempted visit will still count as the eligible visit under this Service. On-site visits under this Service are scheduled to take no more than 16 working hours. If, due to no fault of their own, FNC personnel are delayed in completing any services and the on-site visit requires more than 16 working hours to complete, Customer will be charged for the additional time required to complete the on-site visit at FNC's then current rate per hour or per day, as applicable. On-site visits beyond the one included in each 12-month term of this Service can be purchased at the then-current price quoted by FNC.

8.1.4 New features and enhancement Webinars.

8.1.5 "No hassle" upgrade portal.

8.1.6 Reporting

This Service includes the ability to generate or receive various reports from the EMS. The parties will mutually agree to report contents, frequency, and delivery process.

8.2 NETSMART 2000 Maintenance & Support Plan

8.2.1 9 am - 5 pm CT Monday - Friday Remote Technical Assistance

8.2.2 NETSMART 2000 Software Maintenance Subscription

The NETSMART 2000 Software Subscription grants Customer the right to receive all Major, Minor, and Maintenance release level software that becomes generally available for the NETSMART 2000 Software Products Customer is currently using and for which Customer has paid FNC the applicable license fee. If Customer is not on the most recent Release of software for applicable NEs when this subscription is purchased, Customer may be required to update to that Release before being eligible for subsequent software updates. The software updates may be made available to the Customer to download from an FNC website. Customer is responsible for implementing any software update or upgrade provided by FNC under this subscription, or may schedule with FNC for on-site support either as part of an On-Site Support Service or as a one-time support contract.

8.2.3 New features and enhancement webinars

8.2.4 Reporting

This Service includes the ability to generate or receive various reports from the EMS. The parties will mutually agree to report contents, frequency, and delivery process.

8.3 HOSTED EMS

8.3.1 Description. During the applicable term of this Service, FNC will provide Customer the ability to access a remote element management system (EMS), currently NETSMART®, 1500, for the purpose of managing its network(s). Despite the foregoing the partitioning the network or incorporating northbound interfaces via the EMS is excluded from this Service. FNC will provide redundant, geographically diverse servers for this Service.

8.3.2 Secure Connection Devices. The Hosted EMS Service requires the use of Secure Connection Devices (SCD) to enable communication of the Customer network to FNC's redundant servers. FNC will, for a one-time charge, furnish a pair of SCD units (to provide redundancy) and management, support, repair, and remote turn-up of the SCD s for as long as the Customer maintains the Hosted EMS Service. If additional SCDs are necessary there will be a charge for each additional pair. FNC shall retain title to the SCD equipment at all times. At the end of the Hosted EMS Service Customer is required to return the SCD equipment to FNC at Customer's expense. FNC will deliver the SCD equipment at FNC's risk and expense to specified Customer location(s) the later of the effective date for Hosted EMS Service or within 10 business days after receipt of public IP addresses from Customer. Upon receipt of SCD equipment, Customer is responsible for installing the equipment in accordance with FNC's directions and is also responsible for loss or damage to the SCD equipment until it is returned to FNC. If any SCD equipment should fail and cannot be repaired remotely by FNC, Customer shall, at Customer's expense, ship the failed SCD equipment to FNC. Upon receipt of the failed SCD equipment, FNC will ship a repaired or replacement SCD within 10 business days, at no additional charge. 8.3.3 Client Access. In order to communicate with FNC's servers, Customer must have a computer(s) running the

Solaris, Windows XP, or Vista operating system and the ability to access the Internet using Internet Explorer, Firefox, or Netscape Navigator as the browser. The number of simultaneous clients is limited based on the number of network elements covered under the Hosted EMS Service as follows:

of Network Elements Maximum #of Simultaneous Users*

1-10 (2) 11-20 (5) 21-50 (10) Over 50 (15)

• Additional charges will apply if Customer requires additional simultaneous user over the amount shown per network element.

8.3.4 Customer Obligations. During the Hosted EMS Service, Customer will be responsible for managing and maintaining the DCN, procuring and maintaining ISP connection(s), and monitoring and managing its network.
8.3.5 Fujitsu Obligations. During the Hosted EMS Service, FNC will be responsible for administration and maintenance of the server hardware and software, maintenance of the NETSMART 1500, or other EMS, software providing SCD equipment, management and maintenance of the SCD equipment and backing up the EMS database.
8.3.6 Reporting. The Hosted EMS Service includes the ability to generate or receive various reports from the EMS. The parties will mutually agree to report contents, frequency, and delivery process.

Sample PO

Ship ⁻	To/End Custome	r: City of Los Angel	les			
	FNC Quote	#: 031414-03-r04b				
6-month term						Extended
	Line Item	Item	Quantity	Description	Unit Price	Price
	1	SE.1-1234567	1	MSP Tier	\$80,246	\$80,246
	2	SE-NS1500	1	MSP Plan	\$14,089	\$14,089
				3-Month PO Total:		\$94,335

Appendix D

Service Request Form

Circuit Type: Ethernet Video Other -							
Bandwidth :	1 Gig 500 Mbps 100 Mbps 10 Mbps Other	_					
Serviced Department:	Serviced Department:						
Serviced Department Cor	ntact Name: Phone:						
Service Address, Point A (Attach map/drawing if available)							
Describe Demarcation at <u>Point A</u> (Attach sketch/drawing if available)							
Service Address, Point B (Attach map/drawing if available)							
Describe Demarcation at Point B (Attach sketch/drawing if available)							
Special Constraints/Requ	irements						

AGENDA ITEM J - ENCLOSURE

Desired In Service Date:		
Signature:	Date:	
Print Name:	Phone No.	

Appendix E

Sample ITA Job Order

Job Order

LOCATION: ADDRESS: ASSIGNED:	J.O. NO.: TOTAL J.O. PG.:
TITLE:	
OBJECTIVE:	
SPECIAL INSTRUCTIONS:	
IMPACT:	
DEPARTMENTAL CONTACT:	
WORK DESCRIPTION:	
1. Attachments:	
2. Material Requirements:	
QTY DESCRIPTION	<u>SOURCE</u>
3. Perform the following:	
a.	
b.	
c.	

If you have any questions regarding this Job Order, contact the project engineer, XXXXXX, at (213) 978-XXXX.

Appendix F

Customer Acceptance Form

INFORMATION TECHNOLOGY AGENCY DATA NETWORK ENGINEERING

	Circuit Number			
Dem	Job Description _ arcation Point 1:			
_	arcation Point 2:			
_	ced Department			
	Bandwidth			
	Address:			
	Contact:			
ITA Engir	Phone _			
ITA Engli	neering Contact: _ Phone			
	T HOHE			
	Special Notes			
				
=	•	d ready for normal	System is acce	epted for normal service by LA-RICS
service under	the care of ITA			
Name			Name	
ivame			Name	
Approved			Approved	
	ITA Repre	sentative		LA-RICS Representative
Date			Date	

Appendix G

oci vice ilecola, as oi	Service	Record,	as of	
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CTS Points of Interconnection:

Circuit ID No.	ITA Work Order No.	Point A	Point B	Billing Dates START To END	Circuit Type	Qty	MRC	NRC	Total Annual Recurring Costs

MRC – Monthly Recurring ChargeNRC – Non-Recurring Charge

Appendix H

Trouble Reporting Procedures

ITA maintains its fiber optic network (cable System) in accordance with industry standards. Should trouble with the service arise, please call the following number:

ITA Network Communications Center (NCC):

(213) 978-6622

Upon clearance of the trouble, the NCC will notify the trouble-reporting location of clearance and reason for the trouble.

The ITA shall be on site and begin investigating and correcting the reported condition within four (4) hours of notification.

AGENDA ITEM J - ENCLOSURE

Appendix I

Contacts

Network Control Center	Primary Technical Contacts
NAME: David Ryan	NAME: Frank Gonzalez
ADDRESS: 200 N. Main Street City Hall East, Suite 1400, MS 232 Los Angeles, California 90012	ADDRESS: 200 N. Main Street City Hall East, Suite 1400 MS 232 Los Angeles, California 90012
PHONE NO.: 213 978-6630 or 213 978-6636	DAYTIME PHONE NUMBER: 213 978-4032
FAX NUMBER: 213 978-6737	FAX NUMBER: 213 978-4067
EMERGENCY PH. NO.: 213 847-3838 or 213 978-6622	EMERGENCY PH. NO.:
EMAIL: <u>david.ryan@lacity.org</u>	EMAIL: frank.gonzalez@lacity.org

Secondary Technical Contacts	Secondary Technical Contacts
NAME:	NAME:
ADDRESS:	ADDRESS
PHONE NO.:	PHONE NO.:
FAX NUMBER:	FAX NUMBER:
EMERGENCY PH. NO.:	EMERGENCY PH. NO.:
EMAIL:	EMAIL:

Business Office Contact – Billing		Business Office Contact	
NAME:		NAME:	Laura Ito
	200 N. Main Street ast, Suite 1400, MS 232 ngeles, California 90012		200 N. Main Street lall East, Suite 1400, MS 232 os Angeles, California 90012
PHONE NO.:		PHONE NO.:	213 978-3322
FAX NUMBER:	213 978-3310	FAX NUMBER:	213 978-3310
EMAIL:		EMAIL:	laura.ito@lacity.org

AGENDA ITEM J - ENCLOSURE

Appendix J

List of Authorized LA-RICS Authority Signatures

The following individuals	are authorized to approve Job Orders to request o	covered services:
5	SIGNATURE:	
ŀ	PRINTED NAME:	
9	SIGNATURE:	
ı	PRINTED NAME:	
5	SIGNATURE:	
ſ	PRINTED NAME:	
9	SIGNATURE:	

All requests which **do not** have one of the above authorized signatures must be returned to the requestor without action.

PRINTED NAME: _____

FIBER OPTIC INFRASTRUCTURE CONSOLIDATION AGREEMENT (As amended on June 3, 2008 and noted in bold-faced text herein)

This FIBER OPTIC INFRASTRUCTURE CONSOLIDATION AGREEMENT (hereinafter "Agreement") is made and entered into by and between the DEPARTMENT OF WATER AND POWER, a proprietary department of the City of Los Angeles, (hereinafter "Buyer"), and the Information Technology Agency, a department of the City of Los Angeles (hereinafter "Seller"). Seller and Buyer are each referred to individually as a "Party" and collectively as the "Parties.

WHEREAS, the consolidation of Seller's and Buyer's fiber optic networks, currently owned by the City of Los Angeles and operated, and administered separately, into a single city-wide network would create efficiencies, avoid duplication of efforts, reduce on-going maintenance costs, and increase reliability of both Parties' fiber optic networks to better serve the City of Los Angeles and its constituents; and

WHEREAS, Section 105 of the Charter of the City of Los Angeles states that all property of the City of Los Angeles, now owned or hereafter acquired, including all property in the name of any officer, board, commission or department of the City, shall be vested and held in the name of the City of Los Angeles; and

WHEREAS, the City holds the right, title, and interest in, to and under, and the Seller has possession, management and control over, the assets set forth on Exhibit A attached hereto (the "Acquired Assets"), subject to the Encumbrances expressly disclosed with this Agreement including the exhibits hereto; and

WHEREAS, the Seller is a department under the control of the Los Angeles City Council; and

WHEREAS, the Buyer is a proprietary department having jurisdiction and control of all property and rights of every kind whatsoever purchased with funds under its control in accordance with Section 602(b) of the Charter of the City of Los Angeles; and

WHEREAS, the Buyer may appropriate, transfer or expend money from its Power Revenue Fund for improving its assets for departmental purposes and to promote its products and services pursuant to Charter Section 679(c); and

WHEREAS, the Contemplated Transaction will improve the Buyer's power assets and promote its business of fiber optic services and products; and

WHEREAS, the Parties desire to have Seller transfer to Buyer possession, management, and control of the Acquired Assets for Consideration and Buyer desires to assume the Assumed Liabilities (as hereinafter defined) pursuant to this Agreement; and

AGENDA ITEM J - ENCLOSURE

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement agree as follows:

ARTICLE I. DEFINITIONS

- 1.1 <u>Definitions</u>. For purposes of this Agreement, the following terms and variations shall have the meanings specified in this Section 1.1:
 - "Acquired Assets" has the meaning set forth in the recitals.
- "Adjustment" or "Adjustments" means the negative number which will be equal to the amount determined by subtracting the loss of use at fair market value of any Acquired Asset determined to be misidentified, missing, damaged or inoperable and any direct costs incurred by Buyer that were not contemplated under the terms and provisions of this Agreement from the Consideration ("Adjustment"), which said Adjustment, if any, shall be calculated and deducted from the City Bill within Four Hundred Fifty-Five (455) days from the Closing Date or such Adjustment(s) will be deemed waived.
 - "Agreement" has the meaning set forth in the preamble of this Agreement.
- "Appraisal" shall mean a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion as to the market value of adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.
- "Assets" or "assets" means any right, title and interest in all real and personal property, both tangible and intangible, which shall include any and all interests therein (such as leases, easements, licenses, franchises, agreements, orders and rights-of-way), intellectual property, equipment, cable and permits.
- "Assignment and Assumption Agreement" has the meaning set forth in Section 3.2.2 of this Agreement and as more particularly defined in Exhibit B attached hereto ("Assignment and Assumption").
- "Assumed Liabilities" means (i) all Liabilities arising out of or related to the ownership of the Real Property Interests, identified in Exhibit A which are incurred or arise after the Closing Date, (ii) all Liabilities arising out of or related to ownership of the personal property, identified in Exhibit A which are incurred or arise after the Closing Date, and (iii) all Liabilities arising out of or related to the rights and obligations that Buyer assumes from Seller after Closing under Third Party agreements, identified in Exhibit A, excluding those Retained Liabilities and subject to the indemnities set forth in Sections 5.1 and 5.2 herein.
- "Best Efforts" means the efforts that a prudent Person desirous of achieving a result would use in similar circumstances to achieve that result as expeditiously as possible;

provided that, a Person required to use Bests Efforts under this Agreement will not be required to take actions that would result in a material adverse change in benefits as Contemplated Transactions within this Agreement.

"Bill of Sale" has the meaning set forth in Section 3.2.3 of this Agreement and as more particularly defined in Exhibit C attached hereto ("Bill of Sale").

"Buyer" has the meaning set forth in the preamble of this Agreement.

"Cable" means all fiber optic strands and cable owned by the City and in the possession, management and control of Seller and identified in Exhibit A, consisting of fiber optic cable that is used to interconnect buildings and facilities up to and including the Demarcation Point for each facility, including all intermediate and end point terminal cabinets, pull boxes, splice shelves, and termination panels.

"City" means the City of Los Angeles.

"City Bill" means the annual payment system utilized by the City for Buyer to compensate the City's general fund for services provided to Buyer by City's general fund departments.

"City Fiber System" means the Seller's citywide fiber network system, consisting of any and all real, personal and mixed property, both tangible and intangible, and all rights, title and interests of any kind, character and form whatsoever including, without limitation, all infrastructure, Cable, fiber routes, equipment, pipelines, innerducts, conduits, handholds, manholes, associated Intellectual Property Assets, stub outs, rights-of-way, easements associated with real property and manholes currently in the possession, management and control of Seller up to the Demarcation Points. Specifically, The City Fiber System includes the Acquired Assets and the Excluded Assets.

"Closing" has the meaning set forth in Section 3.1 of this Agreement.

"Closing Date" has the meaning set forth in Section 3.1 of this Agreement.

"Consideration" has the meaning set forth in Section 2.2 of this Agreement.

"Contemplated Transactions" means any and all of the transactions contemplated by this Agreement.

"Demarcation Point" shall mean that point at which operational control or ownership of the subject fiber optic cable and communication facilities changes from one City department to another City department, which shall include, but not be limited to, the interface point between Seller-premises equipment and specifically will be one of the following:

1. The patch panel on which the single-mode fiber optic inter-facility cable terminates; or

2. That point upon a rack location where the Buyer will provide a patch panel (which shall be owned by the Buyer) within the building to which the fiber optic service is to be provided.

"Disclosure Letter" means the letter delivered by Seller to Buyer, substantially in the form of Exhibit D attached hereto ("Disclosure Letter"), in which Seller makes all necessary disclosures and representations and warranties relating to Article IV of this Agreement.

"Effective Date" means the date that this Agreement has been (i) approved by the City Council and the Board of Water and Power Commissioners, and (ii) executed by the Parties as evidenced on Page 20 (remaining text intentionally omitted).

"Encumbrance" means any charge, claim, condition, interest, lien, option, pledge, security interest, mortgage, right-of-way, easement, encroachment, servitude, right of first option, right of first refusal or similar restriction, transfer, receipt of income or exercise of any other attribute of ownership or entitlement.

"Environmental Laws" means federal, state and local laws and regulations, judgments, orders and permits governing safety and health and the protection of the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 [42 USCS §§9601 et. seq.]; the Resource Conservation and Recovery Act of 1976 [42 USCS §§6901 et. seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act [33 USCS §§1251 et. seq.]; the Toxic Substances Control Act [15 USCS §§2601 et. seq.]; the Hazardous Materials Transportation Act [49 USCS §§1801 et. seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USCS §§136 et. seq.]; the Superfund Amendments and Reauthorization Act [42 USCS §§6901 et. seq.]; the Clean Air Act [42 USCS §§7401 et. seq.]; the Safe Drinking Water Act [42 USCS §§300f et. seq.]; the Solid Waste Disposal Act [42 USCS §§6901 et. seq.]; the Surface Mining Control and Reclamation Act (30 USCS §§1201 et. seq.]; the Emergency Planning and Community Right to Know Act (42 USCS §§11 001 et. seq.]; the Occupational Safety and Health Act [29 USCS §§655 and 657]; the California Underground Storage of Hazardous Substances Act [H&SC §§25280 et. seq.] the California Hazardous Substances Account Act (H&SC §§25300 et. seq.]; the California Hazardous Waste Control Act [H&SC §§25100 et. seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H&SC §§24249.5 et. seq.]; the Porter-'Cologne Water Quality Act (Wat. C. §§13000 et. seq.] together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted.

"Excluded Assets" means all Assets other than the Acquired Assets and those Assets particularly described in Section 2.4 of this Agreement.

"Governmental Authority" means any federal, state, local or foreign government or any court, arbitral tribunal, administrative, competition or regulatory agency or commission or other governmental authority agency or instrumentality, whether domestic, international or established by treaty, which exercises or purports to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power.

"Hazardous Substances" means (1) "hazardous substance" as that term is defined the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., as amended (CERCLA), the Resource Conservation and Recovery Act, 42 U.S.C. § 6991 et seq., as amended (RCRA), the Clean Water Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2610 et seq., and the Safe Drinking Water Act, 42 U.S.C. § 300f et seq., and as interpreted by courts of competent jurisdiction; (2) "hazardous substance" as that term is defined in the California Code of Regulations, Title 8 and the Health and Safety Codes, Division 20; (3) petroleum, including fractions thereof; and (4) radioactive nuclear materials. By way of description and not of limitation, the term includes any substance, material or waste which is or will foreseeably be regulated by any Governmental Authority, including any material, substance or waste which is defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous substance," "restricted hazardous waste," "contaminant," "toxic waste," or "toxic substance" under any provision of Environmental Laws, and including petroleum, petroleum products, asbestos, presumed asbestos-containing material or asbestos-containing material, urea formaldehyde and polychlorinated biphenyls.

"Indemnitee" has the meaning set forth in Section 5.2 of this Agreement.

"Intellectual Property Assets" means all intellectual property owned or licensed (as licensor or licensee) by Seller in which Seller has a proprietary interest, including without limitation, Seller's registered and unregistered trademarks, service marks and applications (collectively, "Marks"), all patents, patent applications and inventions and discoveries that may be patentable (collectively, "Patents"), all registered and unregistered copyrights in both published works and unpublished works (collectively, "Copyrights"), and all know-how, trade secrets, confidential or proprietary information, customer lists, Software, technical information, data, process technology, plans, drawings and blue prints (collectively, "Trade Secrets").

"<u>Liabilities</u>" means all indebtedness, obligations, responsibilities, costs, expenses and other liabilities of a Person of whatever kind and nature, whether primary or secondary, direct or indirect, known or unknown, tangible or intangible, absolute or contingent, accrued, fixed or otherwise, or whether due or to become due.

"<u>Liens</u>" means any lien, statutory or otherwise, security interest, mortgage, deed of trust, priority, pledge, charge, conditional sale, title retention agreement, financing lease, right of first refusal, right of first option or other encumbrance or similar right of others, or any agreement to give any of the foregoing.

"<u>Litigation</u>" means any action, proceeding, arbitration, audit, hearing, dispute, investigation, or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard in, by or before any Governmental Authority or before any private Person who is professionally engaged and qualified to conduct mediation, arbitration or alternative dispute resolution within any jurisdiction.

"Losses" has the meaning set forth in Section 5.1 of this Agreement.

"M70 Pipeline" means those abandoned 10-inch, 12-inch and 16-inch segments of the pipeline formerly known as the M70 pipeline during the time that such segments were owned by Mobil Oil Corporation and its successor Exxon Mobil Oil Corporation, New York corporations, that are situated under real property within, at or adjacent to the boundaries of the City of Los Angeles.

"Memorandum of Understanding" means the document identified as Exhibit E, substantially as to form.

"Party" or "Parties" has the meaning set forth in the preamble of this Agreement.

"Permitted Encumbrances" means (a) those Encumbrances explicitly listed in Exhibit D, and (b) the potential encroachment and loss of use of the route controlled by Plains All American Pipeline, L.P., successor in interest of Pacific Pipeline System, Inc., resulting from a potential dedication of an easement to the California Department of Transportation (CalTrans) for a 6' wide easement at that portion of the southwest quarter Section 18, Township 3 South, Range 14 West, San Bernardino Meridian, in the City of El Segundo, County of Los Angeles, State of California, the centerline of a 6.00 foot wide easement, as more fully described in the Official Records of the Los Angeles County Registrar Recorder's Office under Title Document No. 05-1405472.

"Person" means a natural person, partnership, joint venture, corporation, limited liability company, trust, estate, association, government, custodian, nominee or any other individual or entity in its own or any representative capacity, in each case, whether domestic or foreign.

"PPT" means Prevailing Pacific Time.

"Real Property Interests" means all assets expressly identified as real property interests within Exhibit A to this Agreement.

"Release" means any spill, leak, abandonment, disposal, or other discharge of Hazardous Substances

"Retained Liabilities" means all Liabilities other than Assumed Liabilities and those Liabilities particularly described in Section 2.5 of this Agreement.

"Seller" has the meaning set forth in the preamble of this Agreement.

"SMF-28" shall mean that SMF-28TM single-mode fiber manufactured by Corning®.

"Tax" or "Taxes" means all taxes, charges, fees, levies or other assessments, including all net income, gross income, gross receipts, excise, stamp, real or personal property, ad valorem, withholding, social security, unemployment, use, license, occupation, net worth, payroll, franchise, severance, transfer, recording, employment, premium, windfall profits, environmental, customs, duties, capital stock, transfer, profits, sales, uses, registration, value added, alternative or add-on minimum, estimated or other taxes, assessments, special assessments or charges imposed by any Governmental Authority (including any amounts paid in lieu of any such taxes and any interest, penalties, or additions to said taxes).

"Third Party" means a Person other than the Parties to this Agreement.

"Third-Party Claim" means any claim against an Indemnitee by a Third Party, whether or not involving Litigation.

"Transfer of Jurisdiction" means a document evidencing the transfer of real property interests executed by and between the Seller and Buyer, substantially in the form of Exhibit H attached hereto ("Transfer of Jurisdiction and Control").

ARTICLE II. TRANSFER OF POSSESSION, MANAGEMENT AND CONTROL

- 2.1 <u>Transfer</u>. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall transfer to Buyer, free and clear of any Encumbrances other than Permitted Encumbrances, possession, management and control of the Acquired Assets identified in <u>Exhibit A</u>, excluding any and all Excluded Assets and Retained Liabilities as defined within this Agreement.
- 2.2 <u>Consideration</u>. In consideration for transfer of the Acquired Assets and the assumption of the Assumed Liabilities, Buyer shall pay to Seller an earnest deposit in the amount of Five Million Dollars (\$5,000,000) in accordance with Section 3.2.9 herein, and if the Appraisal of the Acquired Assets exceeds \$5,000,000 then Buyer shall pay additional consideration to Seller for the Acquired Assets in accordance with Section 3.2.10; provided that, the total amount of the consideration (including the earnest deposit and any additional consideration (the "Consideration")) paid by Buyer to Seller shall not exceed Eleven Million Eight Hundred Fifty One Thousand One Hundred Six Dollars and Fifty Cents (\$11,851,106.50). Buyer and Seller shall execute in writing either the version of the Master Lease Agreement as attached in Exhibit F-1 or the version of the Master Lease Agreement as attached in Exhibit F-2 upon Buyer's receipt of the Appraisal, subject to any Adjustments identified in Section 2.8. Buyer shall pay the Consideration to the Seller through a transfer of funds from the Power Revenue Fund of the Los Angeles Department of Water and Power to the City of Los Angeles' Unrestricted General Fund.
- 2.3 <u>Assumption of Liabilities</u>. Except as specifically set forth in this Section 2.3, Buyer shall not assume, or be deemed or treated as having assumed, any Liability of Seller or any Liability or obligation related to the Acquired Assets before Closing. As of the Closing, and subject to the indemnities set forth in Sections 5.1 and 5.2, Buyer shall, without any

further action on the part of Buyer or Seller, assume and agree to pay, perform and discharge, each of the following Liabilities (collectively, the "Assumed Liabilities"); provided, however, that the Assumed Liabilities shall not include the Retained Liabilities:

- 2.3.1 all obligations arising from the Settlement Agreement by and between the City of Los Angeles, California and Pacific Pipeline System, Inc. (predecessor of Plains All American Pipeline, L.P.) dated as of April 23, 1997, incorporated by reference herein;
- 2.3.2 all obligations arising from the Fiber System Operation and Maintenance, Property Transfer, and Granting of Indefeasible Right to Use Agreement dated as of January 6, 1999 by and between Pacific Pipeline System, Inc. (predecessor of Plains All American Pipeline, L.P.), incorporated by reference herein;
- 2.3.3 any costs and expenses related to the encroachment, loss of use, and rerouting of the fiber cable controlled by Plains All American Pipeline, L.P., successor in interest to Pacific Pipeline System, Inc., within the City of El Segundo that is a part of the City Fiber System in connection with a 6' wide easement at that portion of the southwest quarter Section 18, Township 3 South, Range 14 West, San Bernardino Meridian, in the City of El Segundo, County of Los Angeles, State of California, the centerline of a 6.00 foot wide easement, as more fully described in the Official Records of the Los Angeles County Registrar Recorder's Office under Title Document No. 05-1405472; and
- 2.4 <u>Excluded Assets</u>. Notwithstanding the provisions of this Agreement, the following assets of Seller are not part of the Contemplated Transaction (collectively, the "Excluded Assets"):
 - 2.4.1 all equipment, interconnections, fiber cable, and appurtenances that are not a part of the Acquired Assets and extend beyond the Demarcation Point into applicable buildings, subject to the provisions within Section 4.5.
 - 2.4.2 The 12 fibers retained by DOT in the 48 strand cable. Specifically, fibers 7 to 18.
 - 2.4.3 Any fiber optic cable that is exclusively multi-mode fiber.
- 2.5 <u>Retained Liabilities</u>. Except for Assumed Liabilities assumed by Buyer under Section 2.3, Seller shall retain and remain solely responsible for all Liabilities related to the Acquired Assets (collectively, the "<u>Retained Liabilities</u>") which include:
- 2.5.1 all Liabilities incurred in connection with the City's ownership and/or Seller's control of the Acquired Assets at any time prior to the Closing;
- 2.5.2 all Liabilities related to any and all easements or licenses with the U.S. Department of the Army, Corps of Engineers ("Corps") which were required of Seller, from July 1, 1993 through the Closing including, without limitation, any administrative fees,

Appraisal fees, easement or license fees and any expenses arising from documents and reports requested by the Corps for issuance of such easement and/or license; and

- 2.5.3 all Liabilities related to any and all easements or licenses with Culver City which were required of Seller prior to and through the Closing including, without limitation, any administrative fees, Appraisal fees, easement or license fees and any expenses arising from documents and reports requested by Culver City for issuance of such easement and/or license, and such Liabilities shall be discharged as described in Article II, Section 2.8.3; and
- 2.5.4 all Liabilities relating to any personal property affixed to and/or services provided in connection with the Acquired Assets prior to Closing.
- 2.6 <u>Transfer Taxes</u>. Any Taxes arising from the transfer of the Real Property Interests identified in Exhibit A from Seller to Buyer shall be paid by Buyer.
- 2.7 <u>Real Estate Taxes</u>. Seller shall be responsible for payment and satisfaction of any real estate Taxes and any other items relating to the Real Property Interests payable and due on or prior to the Closing Date. Buyer shall be responsible for payment and satisfaction of any real estate Taxes and any other items relating to the Real Property Interests payable and due after the Closing Date.
- 2.8 Adjustment to Consideration. The Consideration identified in Section 2.2 herein shall be subject to Adjustments and shall be processed as a credit against the City Bill in the applicable fiscal year rather than a deduction to the Consideration amount as follows:
- 2.8.1 In the event that any strand of the Cable identified in Exhibit A does not meet the specifications contained within Exhibit G, Buyer shall make an Adjustment for those strands within a Cable that do not meet the required specifications subject to Article IV, Section 4.1.2, which said loss of use shall be assessed at fair market value to be agreed upon by the parties;
- 2.8.2 In the event that it is discovered by Buyer that any Acquired Asset is deficient or materially deviates, from the descriptions, maps, or documents to be provided by Seller to Buyer under Section 3.2.4 of this Agreement, and subject to Article IV, Section 4.1.2, Buyer shall make an Adjustment for such deficiencies or material deviations at fair market value;
- 2.8.3 In the event that Seller failed to obtain and/or maintain required approvals, permits, easements, licenses, and franchise agreements (APELFs) related to the Acquired Assets prior to Closing, Buyer shall make an Adjustment for any expenses incurred to obtain or reinstate those APELFs and any penalties associated therewith that are necessary to operate the Acquired Assets.

ARTICLE III. CLOSING

- 3.1 <u>Closing</u>. The closing and consummation of the Contemplated Transactions (the "<u>Closing</u>") shall occur within fifteen (15) calendar days from the Buyer's receipt of the Appraisal of the Acquired Assets ("<u>Closing Date</u>") subject to the satisfaction or waiver of the all of the conditions and deliveries set forth in Section 3.2. hereof. Closing shall be effective on the Closing Date.
- 3.2 <u>Closing Conditions and Deliveries</u>. The following conditions and deliveries shall occur as specified below for the Closing to take place at Legal Division, 111 North Hope Street, Room 340, Los Angeles, California 90012:
- 3.2.1 Upon the Effective Date of this Agreement, Buyer shall retain an independent third-party appraiser, at its own expense, but subject to Seller's approval, to perform an Appraisal (as defined in Section 1.1) of the Acquired Assets which said assets will be valued under two approaches as represented in the two versions of the Master Lease Agreement attached as Exhibits F-1 and F-2;
- 3.2.2 Within thirty (30) calendar days from the Effective Date of this Agreement, Seller shall execute and deliver to Buyer any and all Transfers of Jurisdiction, substantially in the form provided in Exhibit H, with respect to the Real Property Interests.
- 3.2.3 Within thirty (30) calendar days from the Effective Date of this Agreement, Seller and Buyer shall execute an Assignment and Assumption Agreement, substantially in the form of Exhibit B ("Assignment and Assumption Agreement"), with respect to the transfer of the Real Property Interests.
- 3.2.4 Within thirty (30) calendar days from the Effective Date of this Agreement, Seller and Buyer shall execute and deliver to Buyer a Bill of Sale, substantially in the form provided in Exhibit C ("Bill of Sale").
- 3.2.5 Within fifteen (15) calendar days from the Effective Date of this Agreement, Seller shall deliver to Buyer originals, or if originals are not available duplicates, of (a) all GIS or other maps, tracing, graphical routings, reports, data, engineering drawings, designs, documents, plans, specifications, and related Microstation or other electronic drawing files that explicitly identify the Acquired Assets by type, number, location, dimension, and length, and (b) all maintenance records within Seller's possession or within Seller's reasonable accessibility, at 111 North Hope Street, Room 340, Los Angeles, California 90012.
- 3.2.6 Within ten (10) calendar days from the Effective Date of this Agreement, Seller shall deliver to Buyer originals, or if originals are not available duplicates, of all agreements by and between Seller or Seller's Representatives with any Third Party that are related or connected to the Acquired Assets.

- 3.2.7 Within thirty (30) calendar days from the Effective Date of this Agreement, Seller shall execute and deliver the Disclosure Letter to Buyer in Exhibit D.
- 3.2.8 Within thirty (30) calendar days from the Effective Date of this Agreement, Seller shall deliver to Buyer an assignment of all Intellectual Property Assets related to the Acquired Assets, substantially in the form of Exhibit A, at 111 North Hope Street, Room 340, Los Angeles, California 90012.
- 3.2.9 Buyer shall transfer its earnest deposit of Five Million Dollars (\$5,000,000) to Seller on June 29, 2008 or within two business days after the Effective Date of this Agreement, whichever occurs later;
- 3.2.10 Within fifteen (15) calendar days after Buyer's receipt of the Appraisal, Buyer shall transfer any unpaid portion of the Consideration, as determined by the Appraisal, if the Acquired Assets are appraised for a value greater than the earnest deposit, for the Acquired Assets from the Power Revenue Fund to Seller's Unrestricted General Fund. If this agreement is not consummated (Closed) prior to August 1, 2008 and if the Consideration has been paid, the City shall return the Consideration to LADWP prior to August 1, 2008, unless the parties mutually agree in writing to extend or waive this cutoff date of August 1, 2008.
- 3.3 <u>Recordation</u>. After the Closing Date, Buyer shall file and have recorded all Transfer of Jurisdictions and Assignment and Assumption Agreements with the Los Angeles County Registrar Recorders Office.
- 3.4 The Parties agree, upon completion of Closing, the Seller would have transferred all control of the Acquired Assets to Buyer and Buyer then shall have jurisdiction, possession, management and control of all Acquired Assets, subject to the indemnities set forth in Sections 5.1 and 5.2.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES

- 4.1 <u>Representations and Warranties of Seller</u>. Seller hereby represents and warrants to Buyer that all of the following statements are true and correct as of the date of this Agreement, and shall continue through the Closing to be true and correct:
- 4.1.1 Ownership of Assets. The City has, as of the Closing Date, good and marketable title to all of the Acquired Assets, and Seller has possession, management and control of all of the Acquired Assets.
- 4.1.2 Quality of Assets. All of the strands of Cable which shall be transferred and delivered to Buyer under this Agreement meet all of the specifications contained within Exhibit G, and such Cable is in good repair and good operating condition, is suitable for immediate use in the ordinary course of business.

Seller shall grant to Buyer one hundred eighty (180) days from the Closing Date to test and survey the Acquired Assets for deficiencies or variances from the SMF-28TM standard, and to make Adjustments for any deficiencies or variances accordingly. Buyer is responsible for any damage to the City Fiber System and losses resulting therefrom that Buyer causes during its testing and/or survey. Seller further shall grant to Buyer one hundred eighty (180) days from the Closing Date to identify any deficiencies or variances within the Acquired Assets as identified within the documents produced under Section 3.2.4 herein. Buyer shall not make any Adjustments for any deficiencies or variances found beyond this one hundred eighty (180) days.

- 4.1.3 <u>Disclosure of Encumbrances</u>. All Encumbrances known to Seller have been expressly identified within the definition of Permitted Encumbrances. Seller has no actual knowledge, constructive knowledge or reasonable belief that any Encumbrance exists on or against the Acquired Assets, other than those identified as Permitted Encumbrances. Any encumbrance known to Seller shall be listed in <u>Exhibit D</u>. Any encumbrance not listed in <u>Exhibit D</u>, will continue to be the responsibility of Seller.
- 4.1.4 <u>Notifications, Approvals and Assignments</u>. Seller has notified each and every Third Party and Governmental Authorities directly or indirectly effected by this Agreement and has further obtained all necessary approvals from such individuals or entities to grant, sell, convey, assign, transfer and deliver to Buyer the Acquired Assets identified in Exhibit A.

With respect to any agreement, contract, license, lease, easement, franchise, certificate, right-of-way or permit which (i) is not an Excluded Asset, (ii) is material to the operation of the City Fiber System as it is currently and has been operated by Seller and (iii) requires consent for the assignment thereof to Buyer, Seller shall take such necessary actions, and Buyer shall cooperate fully with Seller, to effect assignment(s) thereof to Buyer prior to Closing.

4.1.5 <u>Network Operations</u>. Except as otherwise noted in this Agreement or the Disclosure Letter, Seller has obtained all necessary permits, certificates, consents, exemptions, franchise agreements, ground leases or other leases, easements, licenses, rights-of-way, approvals and orders to construct, operate and maintain the City Fiber System and all such permits, franchise agreements, easements, licenses, ground leases or other leases, rights-of-way, and approval shall remain in effect at a minimum of three years after Closing.

4.1.6 Environmental Representations:

- 4.1.6.1 Seller is not aware of any violations of Environmental Laws or local health and safety laws, statutes, or regulations, including without limitation, failure to possess necessary and required permits, approvals, and governmental authorizations.
- 4.1.6.2 Seller did not generate, store, treat, handle, process, or dispose of Hazardous Substances on any site of the property identified in <u>Exhibit A</u>.

- 4.1.6.3 Seller is not aware of the presence of any Hazardous Substances or petroleum products on any site of the property identified in Exhibit A.
- 4.1.6.4 Seller is not aware of any Release or threatened Release of Hazardous Substances or petroleum products at, near, adjacent to, or in the vicinity of any property identified in <u>Exhibit A</u>.
- 4.1.6.5 Seller is unaware of any consent decrees, compliance orders, or administrative orders involving or related to any of the Acquired Assets.
- 4.1.6.6 Seller has received no notices from any Person or Governmental Authority referring to Litigation or threat of Litigation, or the potential therefore, under the Environmental Laws.
- 4.1.6.7 Seller has not received any requests for information or notices from local, state, or federal governmental agencies or representatives involving or in any way associated with environmental cleanup liability or regulatory activity under the Environmental Laws.
- 4.1.6.8 Seller has not received any reports, notices, insurance claims, adjusters' reports, or other documents indicating or reporting on the presence or removal of any property identified in Exhibit A.
- 4.1.6.9 Seller is not aware of any complaints, claims, or threats of enforcement actions seeking reimbursement or damages involving tort claims, any of which may be associated with personal injury, property damage, and/or environmental cleanup liability claims under any Environmental Laws.
- 4.1.6.10 Seller has not received any notices, claims, or demands (written or verbal) from any Person or Governmental Authority concerning alleged or potential responsibility or liability for environmental cleanup expenses or supplemental liability for on-site activities pertaining to any property identified in Exhibit A.
- 4.2 Seller has made due diligent inquiry and used Best Efforts in collecting the information provided within Section 4.1 and all subsections therein.
- 4.3 The terms and conditions of Sections 4.1, 4.2 and 4.3 shall survive the Closing. All of Seller's representations and warranties in this Agreement (considered collectively), and each of these representations and warranties (considered individually), shall have been accurate in all material respects as of the time of the Closing as if then made, without giving effect to any supplement to the Disclosure Letter.
- 4.4 <u>Disclosure</u>. No representation or warranty or other covenant, agreement or statement made by Seller in this Agreement, the Disclosure Letter, any supplement to the Disclosure Letter in connection with the Contemplated Transactions contain any untrue

statement or omits to state a material fact necessary to make any of them, in light of the circumstances in which it was made, not misleading.

4.5 Intent of Consolidation.

Consistent with the intent of developing and maintaining a consolidated fiber optic network for the City, with LADWP as the owner and operator of the network, the City will directly coordinate with the LADWP regarding all non-multi mode fiber optic network related activities and needs. Additionally, as an inducement for Buyer to enter into this Agreement and as additional consideration for the Consideration to be paid to Seller under this Agreement, Seller agrees that as of the Closing Date and continuing for a consecutive, uninterruptible period of fifty (50) years thereafter it will not design, construct, own, manage, operate, or control any non-multimode fiber optic network without prior consultation with the Buyer. The foregoing provision and any and all contractual rights and remedies arising from or related thereto shall survive Closing and continue through the fifty (50) year period agreed by Seller and Buyer. Notwithstanding any other provision in this Agreement, all grant applications, regardless of the City department making the application, for monies to fund fiber optic capital improvements, to the extent practical and legally permissible, will provide the ability for the City to assign possession, management, and control of the fiber optic cables constructed through the grant funding to LADWP. If possession, management and control are not possible to obtain after best-efforts are made with grantor agency to do so, the fiber optic cables constructed shall be placed under LADWP's management and control.

- 4.5.1 If after a consultation occurs between Seller and Buyer, Seller decides to build the fiber optic network on their own, Buyer shall have the right to subsequently purchase the possession, management, and control of the network for the direct cost paid to build the network. If the Buyer decides to purchase the network, the payment for the network will be made via an addition to the City Bill. If the Buyer desires to purchase the new non-multimode fiber optic network, the Seller shall convey the network to the Buyer within ninety (90) days from the date of the Buyer's request to purchase the network. The purchase of the network includes all drawings and documentation (in both electronic and hard copy formats) and any Intellectual Property associated with the network.
- 4.5.2 In the event that the Seller does not consult with the Buyer before the design, implementation, and construction of a new non-multimode fiber optic network, the Buyer may, at its sole discretion, purchase the new non-multimode fiber optic network from the Seller at an amount equal to the direct costs paid by the Seller for the new non-multimode fiber optic network. If the Buyer decides to purchase the network, the payment for the network will be made via an addition to the City Bill. If the Buyer desires to purchase the new non-multimode fiber optic network, the Seller shall convey the network to the Buyer within ninety (90) days from the date of the Buyer's request to purchase the network. The purchase of the network includes all drawings and documentation (in both electronic and hard copy formats) and any Intellectual Property associated with the network.
- 4.5.3 Any fiber optic circuits to be ordered by Seller, if not built by LADWP, will be ordered for the City by LADWP to provide and achieve the maximum of economies of scale. The Buyer will invoice the Seller for both the non-recurring costs, the recurring service costs, and the recurring maintenance costs. The ordering and invoicing of these circuits will be handled though the Master Lease Agreement. In the event that the Seller does not pay the

invoice(s) within sixty (60) days, the LADWP shall have the right to deduct the amounts owed on the outstanding invoices from the City Bill.

4.5.4 City Transfer of COPS MORE Funded Fiber to LADWP.

Consistent with the intent of developing and maintaining a consolidated fiber optic network for the City, with LADWP as the owner and operator of the network, the City will actively seek the interdepartmental transfer of possession, management, and control of the fiber optic cables constructed through the COPS MORE '95 and COPS MORE '96 Grants from the City's Los Angeles Police Department to the LADWP, consistent with United States Department of Justice grant policies and procedures. The City will also actively seek concurrence, if required, from United States Department of Justice that the leasing excess fibers in fiber optic cables constructed through the COPS MORE '95 and COPS MORE '96 Grants as a method of generating revenues to further expand the consolidated fiber optic network is consistent with COPS MORE grant policies and procedures.

- 4.5.5 Continued Review of Consolidation Opportunities.
- The Parties will continue to work together to review opportunities for further consolidation and coordination of City and LADWP fiber network assets, including but not limited to, review of additional City Information Technology Agency assets, City Department of Transportation assets, and City Bureau of Sanitation assets. Any resulting additional consolidation of City and LADWP asset will be effectuated via an amendment to this Agreement or a separate agreement.
- 4.6 <u>Representations and Warranties of Buyer</u>. Buyer hereby represents and warrants to Seller that all of the following statements are true and correct as of the date of this Agreement, and shall continue through the Closing to be true and correct:
- 4.6.1 Buyer shall provide all testing and surveying results to Seller in its final form via electronic mail to the General Manager of Seller's Representative within one hundred eighty (180) calendar days from Buyer's receipt or knowledge thereof or one hundred eighty (180) days from Closing Date, whichever is longer.
- 4.6.2 Buyer grants Seller with sixty (60) calendar days from Buyer's notice to Seller under Section 4.6.1 hereof to remedy any deficiencies or variances within the City Fiber System including, without limitation, any fiber cable, connections, innerducts, conduits, handholes, manholes, stub outs, vaults, end point terminal cabinets, pull boxes, splice shelves, Demarcation Points, termination panels and similar structures. Buyer further grants Seller with the same time period identified above in this Section 4.6.2 to install or repair any Assets that were identified under Section 3.2.4 but were discovered by Buyer to be missing, damaged or inoperable.
- 4.7 <u>Binding Effect of Article IV</u>. Seller and Buyer have relied upon the representations and warranties as expressly stated under this Article IV up to and through Closing. All representations, warranties, covenants and obligations in this Agreement, the Disclosure Letter, and any supplement to the Disclosure Letter shall survive the Closing and consummation of the Contemplated Transactions.

ARTICLE V COVENANTS AND OTHER AGREEMENTS

- 5.1 <u>Indemnification by Seller</u>. From and after the Closing, Seller shall defend, indemnify and hold harmless Buyer from and against any and all Liabilities, losses, obligations (including corrective and remedial obligations), claims (including Third Party claims, whether or not meritorious), fines, penalties, costs, damages and expenses (including reasonable attorney, expert fees, costs of any Litigation and liability for consequential damages) (collectively, the "<u>Losses</u>") incurred or suffered by Buyer arising out of, resulting from, or relating to any failure by Seller to perform and observe, and to pay and discharge when due, the Retained Liabilities.
- 5.2 Seller's Environmental Indemnity. The Seller undertakes and agrees to indemnify and hold harmless, now and in the future, the Department of Water and Power, the Power and Water Revenue Funds, the Board of Water and Power Commissioners, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the Buyer, defend the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties, (including but not limited to costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs), or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including Licensee employees and agents, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to the acts, errors, omissions to act, willful misconduct, or non-performance by Seller relating directly or indirectly to the release or spill of any legally designated hazardous material or waste, resulting from the M70 Pipeline or incident to the presence upon or performance of activities by the Seller or its personnel with respect to the M70 Pipeline covered under this Agreement, on the part of the Seller, or the Seller's officers, agents, employees, regardless of any negligence on the part of Indemnitees, except for the sole negligence or willful misconduct of the Buyer. This indemnity shall apply whether occurring prior to this Agreement, during the term of this Agreement and any time thereafter, and shall be in addition to any other rights or remedies which Indemnitees have under law or under this Agreement.

The Seller shall be responsible for all cleanup and any costs and expenses resulting from release of hazardous materials from the M70 Pipeline therefrom including, but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any hazardous substance on, under, or about the M70 Pipeline, as now or may at any later time be in effect, including without limitation, the Comprehensive

Environmental Response, Compensation and Liability Act of 1980 [42 USCS §§9601 et. sea.]; the Resource Conservation and Recovery Act of 1976 [42 USCS §§6901 et. seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act [33 USCS §§1251 et. seq.]; the Toxic Substances Control Act [15 USCS §§2601 et. seg.]; the Hazardous Materials Transportation Act [49 USCS §§1801 et. seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USCS §§136 et. seg.]; the Superfund Amendments and Reauthorization Act [42 USCS §§6901 et. seq.]; the Clean Air Act [42 USCS §§7401 et. seq.]; the Safe Drinking Water Act [42 USCS §§300f et. seq.]; the Solid Waste Disposal Act [42 USCS §§6901 et. seq.]; the Surface Mining Control and Reclamation Act (30 USCS §§1201 et. seq.]; the Emergency Planning and Community Right to Know Act (42 USCS §§11 001 et. seq.]; the Occupational Safety and Health Act [29 USCS §§655 and 657]; the California Underground Storage of Hazardous Substances Act [H&SC §§25280 et. seq.] the California Hazardous Substances Account Act (H&SC §§25300 et. seq.]; the California Hazardous Waste Control Act [H&SC §§25100 et. seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H&SC §§24249.5 et. seq.]; the Porter-'Cologne Water Quality Act (Wat. C. §§13000 et. seq.] together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the Acquired Assets, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of the Buyer and any governmental body having jurisdiction there over.

Nothing in this Agreement shall be deemed to diminish any other indemnification right the City or any of its departments may receive from any Third Party.

- 5.3 Pursuit of Claims against Prior Owners. In the event that Buyer incurs Losses for which no recovery is available from Seller under the terms of this Agreement, but for which Seller has legitimate claims for recovery from a prior owner of the Acquired Assets, Seller agree (i) to use Best Efforts to pursue all such claims on Buyer's behalf and in consultation and cooperation with Buyer and (ii) that all amounts recovered from pursuit of such claims, less the costs of any suit or other proceeding, attorney fees and any and all other amounts expended or incurred by Seller or its representatives or advisors in connection with the pursuit of such claims, shall be paid over from Seller to Buyer upon receipt. It is understood that pursuit of such claims by Seller shall not include any requirement of Seller to expend any money or commence any litigation, arbitration or other formal proceeding in connection therewith; provided that, Buyer has the option of paying for such expenses if Buyer pursues such claims via litigation, arbitration or other formal proceeding and Seller shall cooperate with Buyer throughout any proceeding, arbitration or litigation.
- 5.4 <u>Removal of Liens and Encumbrances</u>. In the event there are Liens and Encumbrances, other than Permitted Encumbrances, against any of the Acquired Assets up to the Closing Date, Seller shall cause the removal of such Liens or Encumbrances at its sole cost and expense.
- 5.5 <u>Additional Covenant</u>. Except as otherwise expressly permitted within this Agreement, between the Effective Date of this Agreement and the Closing Date, Seller shall

not, without prior written consent of Buyer, (a) fail to take any reasonable action within its control to maintain the quality of operations of the Acquired Assets, (b) take any affirmative action which directly or indirectly affects Buyer's rights and interest in the Acquired Assets in connection with the Contemplated Transactions within this Agreement, and (c) enter into any agreements, leases, licenses, easements or other contracts related to the Acquired Assets.

5.6 <u>Survival</u>. The provisions of this Article V shall survive the Closing and the consummation of the Contemplated Transactions.

ARTICLE VI. NOTICES

6.1 <u>Notices</u>. All notices or other communications which are required or permitted herein shall be in writing and deemed sufficient if personally delivered, sent by prepaid overnight courier, or sent by registered or certified mail with postage prepaid and return receipt requested, addressed to the following persons:

6.1.1 Notice to Buyer:

Nathan Look
Director - Fiber Optic Enterprise
Los Angeles Department of Water and Power
111 North Hope Street, Room 251
Los Angeles, California 90012
Telephone: (213) 367-2426
Facsimile: (213) 367-0255

6.1.2 Notice to Seller:

Randi Levin, General Manager Information Technology Agency 200 North Main Street, 14th floor Los Angeles, California 90012 Telephone: (213) 978-3311 Facsimile: (213) 978-3310

ARTICLE VII. MISCELLANEOUS

- 7.1 <u>Waivers</u>. Any provision of this Agreement may be waived, in whole or in part, only with the written consent of all of the Parties. No waivers of any provision shall be deemed to be a continuing waiver of any such provision.
- 7.2 <u>Amendments</u>. All amendments to this Agreement shall be in writing and signed by the persons authorized to bind the Parties.

- 7.3 Severability. If one or more provisions of this Agreement are held to be void, illegal, or unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded, and (c) the balance of the Agreement shall be enforceable in accordance with its terms and provisions.
- 7.4 <u>Entire Agreement</u>. This Agreement (including all exhibits) constitutes the entire agreement between the Parties relative to the specific subject matter hereof. Any previous agreement between the Parties, whether written or oral, relative to the specific subject matter hereof is superseded by this Agreement.
- 7.5 <u>Expenses</u>. Each Party agrees to pay its own costs, expenses and attorney fees with respect to the negotiation and execution of this Agreement.
- 7.6 Governing Law and Venue. This Agreement was made and entered into in the City of Los Angeles and shall be governed by, interpreted and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflict of law principles.
- 7.7 <u>Dispute Resolution</u>. Within ten (10) calendar days of any dispute, the disputing party shall notify the ITA's General Manager and the LADWP's Chief Information Officer in writing and describe in detail, the nature of the dispute. The Parties shall then meet to attempt to resolve the dispute. Should the dispute not be resolved within thirty (30) calendar days, the Parties and the Chief Legislative Analyst shall then meet within ten (10) calendar days or within such time as is mutually agreeable to the Parties. The final resolution will be determined by a vote of the Parties and the Chief Legislative Analyst or his designee, with a majority of the votes, determining the resolution of the dispute.
- 7.8 Negotiation of Agreement. The Parties acknowledge that this Agreement has been negotiated at arms length, that each Party has been represented by legal counsel and that this Agreement has been drafted by all Parties and no one Party shall be construed as the drafting party. Accordingly, this Agreement shall be deemed to be the product of each Party hereto and there shall be no presumption that an ambiguity, if any, should be construed in favor of or against a Party solely as a result of such Party's actual or alleged role in drafting any part of this Agreement.
- 7.9 <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Next page is the signature page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date identified below.

Title:

SELLER:

Dated: February 3, 2009 The CITY OF LOS ANGELES, acting by and through the Information Technology Agency

Randi Levin

General Manager

By:

Approved as to Form

, 20 09

City Attorney

BUYER:

Dated: February 3, 2009

The LOS ANGELES DEPARTMENT OF WATER AND WATER by the Board of Water and Power Commissioners of the City of Los Angeles

d Nahai Chief Executive Officer

And General Manager

APPROVED AS TO FORM AND LEGALITY ROCKARD J. DELGADILLO, CITY ATTORNE

Assistant City Attorney

EXHIBIT A

ACQUIRED ASSETS

All of Seller's rights, titles, and interests in and to the real, personal and mixed property and all of Seller's rights and obligations under the existing agreements identified below shall be transferred and/or assigned by Seller to Buyer upon Closing in accordance with the terms, conditions and provisions described within the Fiber Optic Infrastructure Consolidation Agreement by and between the City of Los Angeles and the Los Angeles Department of Water and Power dated for convenience March 31, 2008:

I. REAL PROPERTY INTERESTS

- 1. Seller's Quitclaim Deed by and between Mobil Oil Corporation dated August 13, 1993 which was originally recorded on December 2, 1993 as Instrument No. 93-2364308, and re-recorded on March 17, 1994 as Instrument No. 94-534106 with the Los Angeles County Registrar Recorder's Office, made a part of this exhibit and incorporated by reference herein;
- 2. Seller's ownership interest in and to the pipe and appurtenances situated in Los Angeles County, California, approximately 3,629 linear feet of idle 10-inch and idle 16-inch pipes and related pipeline appurtenances, as more particularly described in the Bill of Sale by and between ExxonMobil Oil Corporation and the City of Los Angeles dated September 14, 2006, made a part of this exhibit and incorporated by reference herein;
- 3. Exclusive right of use of one innerduct/conduit and a non-exclusive right of use for ancillary property ("the Rights") as those terms are defined and more particularly identified within Settlement Agreement by and between the City of Los Angeles, California and Pacific Pipeline System, Inc. dated as of April 23, 1997 (including Attachment A), incorporated by reference herein;
- 4. Any and all M70 Pipeline segments acquired or possessed by Seller through abandonment or other legal means, other than by purchase from Mobil Oil and/or its successor Exxon Mobil Oil and any fiber and related rights thereto;
- 5. All easements and rights-of-way which currently exist for the fiber optic cable runs described in Exhibit A-1.

II. PERSONAL PROPERTY ASSETS

- 1. Four (4) one-inch innerducts which are situated in the M70 Pipeline segment beginning at the intersection of Wilshire Blvd and Sepulveda Blvd and proceeding north along Sepulveda Blvd to Ventura Blvd, then west along Ventura Blvd to Woodley Ave, the north along Woodley Ave to and across the Sepulveda Dam recreation area, then rejoining Woodley Ave and proceeding north to the intersection of Woodley Ave and the Southern Pacific Railroad crossing, with all fiber cable (through ownership or right of use), splice junctions, manholes and other appurtenant equipment in connection therewith;
- 2. Seventy-two (72) strands of fiber cable from Sylmar to Wilmington (approx. 47 route miles) as more particularly identified within Attachment A, Exhibit 1, of the Settlement Agreement by and between the City of Los Angeles, California and Pacific Pipeline System, Inc. dated as of April 23, 1997, made a part of this Exhibit and incorporated by reference herein;
- 3. Twenty-four (24) strands of fiber cable in the North-South City Conduit as defined and more particularly identified within the Fiber System Operation and Maintenance, Property Transfer, and Granting of Indefeasible Right to Use Agreement dated as of January 6, 1999 by and between Pacific Pipeline System, Inc. and the City of Los Angeles, California, made a part of this Exhibit and incorporated by reference herein;
- 4. All infrastructure, Cable, fiber routes, equipment, pipelines, innerducts, conduits, handholds, manholes, stub outs, terminal cabinets, splice cans, Demarks, and associated Intellectual Property Assets associated with the fiber optic cable systems as identified in Exhibit A-1 attached hereto;

III. ASSIGNMENT OF THIRD PARTY AGREEMENTS

- 1. Settlement Agreement by and between the City of Los Angeles, California and Pacific Pipeline System, Inc. dated as of April 23, 1997, excepting all pipeline franchise operations;
- 2. Fiber System Operation and Maintenance, Property Transfer, and Granting of Indefeasible Right to Use Agreement dated as of January 6, 1999 by and between Pacific Pipeline System, Inc. and the City of Los Angeles, California, excepting all pipeline franchise operations;

IV. INTELLECTUAL PROPERTY ASSETS

All Intellectual Property assets associated with the fiber optic cable systems as identified in Exhibit A-1 attached hereto;

V. <u>OTHER ASSETS</u>

- 1. All GIS or other maps, tracing, graphical routings, reports, data, engineering drawings, designs, documents, plans, specifications, and related Microstation, Autodesk, or ESRI or other electronic drawing files that explicitly identify the Acquired Assets by type, number, location, dimension, and length; and
- 2. All maintenance records within Seller's possession or within Seller's reasonable accessibility.

VI. Additional Consideration

Buyer agrees to pay to Seller consideration for Seller's agreement to comply with the requirements of Section 4.5 of the Fiber Optic Infrastructure Consolidation Agreement.

EXHIBIT A-1

Pre Deduction Total Value ITA Fiber Network =

\$12,197,349

Deductions:

Payment for LADWP to handle PPSI encroachment issue and Maintenance for fiber used for July 1 2008 to June 30 2009

\$ 208,126.00

Agreement No.	Description		
Dark Fiber			
IRU-01	LAPD loop		
IRU-02	LAPD extension		
IRU-03	Broadway Office		
RU-04	WLA Traffic Div		
RU-05	Office of Finance		
CTS			
FO-390-11/2005	LA Zoo		
FO-466-03/2007	Watts Library		
FO-400-02/2006	Griffith Park Obs		
FO-458-02/2007	Senitation		
FO-454-01/2007	Jordan Downs		
V/A	BOE		
	Amount owed on 7/1/08 for		
Amount owed through \$730/08 for above	FY 2008-09 for above		
agreements	agreements*		
5 63 651 13	\$ 73,465,50		

Total Deductions =

\$ 345,242.63

Final Value of ITA Fiber Network (with deductions applied) =

\$11,851,106.50

Fiber Systems Being Acquired from ITA:

"DOT" Cable From Ventura & Balboa Ventura & Sherman Oaks Seputveda & Nebraska	To Ventura & Sherman Oaks Sepulveda & Nebraska Missouri & Cotner	Number of Fibers 48 48 48 48	<u>Length (Miles)</u> 1.97 9.03 0.21	Fibers in Use 18 18 18
M70/Verizon From / 6th & Spring	Te 1st & Broadway North on SPR to Woodley	Number of Fibers 4	Lenath (Miles) 0.69	Fibers in Use 0
1st and Broadway North on SPR to Woodley and Blythe Sepulveda & Wilshire	and Blythe Sepulveda & Wilshire 6th & Spring	4 4 4	24.81 14.51 18.50	0 0 0
Sepulveda & Wilshire Woodley & Roscoe	Century & Airport Sepulveda & Wilshire	4	9.96 14	0 0 0
From Temple & Alameda Lynwood Station The Old Road	<u>To</u> Anaheim & Henry Ford Sepulveda & El Segundo Temple & Alameda	Fibers in Cable 96 72 96	Miles 19,22 10,86 29,61	ITA fiber usage 8 0 2
Prop M - LAPD Dual Dispatch Centers		au		.
Valley Dispatch Center (Roscoe & Lena) Metro Dispatch Center CHE	Roscoe & Wilbur Temple and Los Angeles Temple and Los Angeles	96 24 96	5.00 0,20 0,25	4 14 52
Metro Dispatch Center Prop Q Personnel Medical Svcs. Div.	CHE	24	0.25	15
432 Temple Street	Temple & Alameda	24	0.10	4
CHE (8SM/24MM) CHE	120 San Pedro 1st & Broadway	6 12	0.25 0.19	6
Temple & Vignes Temple & Vignes Casitas & Carllion	Piper Tech 700 E. Temple 2526 Fletcher	72 24 24	0.56 0,06 0.28	10 6 6
CHE SPCH	100 N. Main (Caltrans/DOT) PORTLA	98 24	0.25 0.25	6 B

AGENDA ITEM J - ENCLOSURE

EXHIBIT B

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") is made and entered into as of February 2, 2009, by and between Information Technology Agency of the City of Los Angeles ("Assignor") for and on behalf of the City of Los Angeles, and the Los Angeles Department of Water and Power, a proprietary department organized and existing under the Charter of the City of Los Angeles ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Fiber Optic Infrastructure Consolidation Agreement dated for convenience March 31, 2008 (the "Consolidation Agreement"), pursuant to which Assignee has transferred certain assets and rights of Assignor for consideration related to or connected with the City Fiber System as defined within the Consolidation Agreement; and

WHEREAS, pursuant to the Consolidation Agreement, Assignor has agreed to assign certain assets, rights and agreements to Assignee, and Assignee has agreed to assume certain obligations of Assignor, as set forth herein, and this Assignment and Assumption Agreement is contemplated by Section 3.2.2 of the Consolidation Agreement;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- 1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Consolidation Agreement.
- 2. Assignment and Assumption. Upon the Effective Time of the Closing Date, Assignor hereby assigns, sells, transfers, delivers and confirms (collectively, the "Assignment") unto Assignee all of Assignor's right, title, benefit, privileges and interest in and to, and all of Assignor's burdens, obligations and liabilities in connection with each of the Assumed Liabilities. Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Assignor to be observed, performed, paid or discharged from and after the Closing, in connection with the Assumed Liabilities. Assignee assumes no Retained Liabilities, and the parties hereto agree that all such Retained Liabilities shall remain the sole responsibility of Assignor.

- 3. Terms of the Consolidation Agreement. The terms of the Consolidation Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to the Assumed Liabilities, are incorporated by reference herein. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in this Consolidation Agreement shall not be superseded but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Consolidation Agreement and the terms hereof, the terms of the Consolidation Agreement shall govern.
- 4. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment and Assumption Agreement.
- 5. Incorporation of Article VII. The provisions within Article VII of the Consolidation Agreement also shall apply to this Consolidation Agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the last date written below.

ASSIGNOR:

Randi Levin, General Manager & Chief Technology Officer

Information Technology Agency

CITY OF LOS ANGELES

Approved as to Form

<u>teb 4</u>,20

ROCKARD J. DELGADILLO, City Attorney

ASSIGNEE:

LOS ANGELES DEPARTMENT OF WATER AND POWER

H.David Nahai, Chief Executive Officer

And General Manager

APPROVED AS TO FORMAND LEGALITY ROCKARD J. DELGADILLO, CITY ATTORNEY

FEB 0.3 7009

HANISE BLACK / Deputy City Afformey

AGENDA ITEM J - ENCLOSURE

EXHIBIT C

BILL OF SALE

- of which are hereby acknowledged, and as contemplated by Section 3.2.3 of that certain Fiber Optic Infrastructure Consolidation Agreement dated for convenience March 31, 2008 (the "Consolidation Agreement"), to which the Information Technology Agency (the "Seller") for and on behalf of the City of Los Angeles, a municipal corporation of the State of California, and the Los Angeles Department of Water and Power, a proprietary department organized and existing under the Charter of the City of Los Angeles (the "Buyer"), are parties, Seller hereby sells, transfers, assigns, conveys, grants and delivers to Buyer, effective as of the Closing Date as such terms are defined within the Consolidation Agreement, all of Seller's right, title and interest in and to all of the Acquired Assets as defined within the Consolidation Agreement.
- 2. Seller covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Acquired Assets hereby made against all Persons as that term is defined within the Consolidation Agreement, to take all steps reasonably necessary to establish the record of Buyer's title to the Acquired Assets and, at the request of Buyer, to execute and deliver further instruments of transfer and assignment and take such other action as Buyer may reasonably request to more effectively transfer and assign to and vest in Buyer each of the Acquired Assets identified in Exhibit A to the Consolidation Agreement, all at the sole cost and expense of Seller.
- 3. This Bill of Sale shall be governed by the terms, conditions and provisions of the Consolidation Agreement. To the extent there is a conflict or inconsistency between this Bill of Sale and the Consolidation Agreement, the terms of the Consolidation Agreement shall control and prevail.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date identified below.

SELLER:

The INFORMATION TECHOLOGY AGENGY For and on behalf of the CITY OF LOS ANGELES

General Manager & Chief Technology Officer

Approved as to Form

Fcb 4 ,200

ROCKARD J. DELGADILLO, City Attorney

BUYER:

By:

Randi Levin

The LOS ANGELES DEPARTMENT OF WATER AND WATER by the Board of Water and Power Commissioners of the City of Los Angeles

By: David Nahai, Chief Executive Officer

And General Manager

And

ASSISTANT Secretary

APPROVED AS TO FORM AND LEGALITY ROCKARD J. DELGADILLO, CITY ATTORNEY

FFR 0.3 7009

SHANISE BLACK

Deputy City Attorney

EXHIBIT D

DISCLOSURE LETTER

February 2, 2009

Attention: Nathan Look, Fiber Optic Enterprise Los Angeles Department of Water and Power 111 North Hope Street, Room 251 Los Angeles, California 90012

Dear Mr. Look:

This letter constitutes the Disclosure Letter referred to in Article IV of the Fiber Optic Infrastructure Consolidation Agreement dated for convenience March 31, 2008 by and between the Information Technology Agency of the City of Los Angeles ("Seller") and the Los Angeles Department of Water and Power ("Buyer") (the "Consolidation Agreement"), pursuant to which the Seller is to sell and Buyer is to purchase the Acquired Assets of Seller as defined and provided within the Consolidation Agreement.

The representations and warranties of Seller in Article IV of the Consolidation Agreement are made and given subject to the disclosures in this Disclosure Letter. The disclosures in this Disclosure Letter are to be taken as relating to the representations and warranties in Article IV of the Consolidation Agreement to which they expressly relate and to no other representation or warranty in the Consolidation Agreement.

Terms defined in the Consolidation Agreement are used within the same meaning in this Disclosure Letter. References top any appendices are to the appendices attached to this Disclosure Letter. By reference to Article III of the Agreement, the following matters are disclosed:

Seller is not aware of any additional disclosures pursuant to Article IV of the Agreement.

Very truly,	Approved as to Form		
Kardi Levin	Feb 4, 20 69 ROCKARD J. DELGADILLO, City Attorney		
Randi Levin General Manager & Chief Technology Officer Information Technology Agency	By Ed M Journey		
	\mathcal{O}		

Buyer acknowledges receipt of the Disclosure Letter of which this is a duplicate (including the Appendices referred to therein).

Dated: 2/3/09	APPROVED AS TO FORM AND LEGALITY ROCKARD J. DELGADILLO, CITY ATTORNEY
BUYER: Los Angeles Department of Water and Power	FEB 03 2009
By: H. David Nahal Chief ExageNDAfiteM J -	ENCLOSURE LACK

EXHIBIT E

MEMORANDUM OF UNDERSTANDING ON THE CONSOLIDATION OF FIBER NETWORK SYSTEMS WITHIN THE CITY OF LOS ANGELES

By and Among
Los Angeles Department of Water and Power and
the Information Technology Agency

This MEMORANDUM OF UNDERSTANDING, dated for convenience March 31, 2008, and entered into by and among the Los Angeles Department of Water and Power ("LADWP") and the Information Technology Agency ("ITA"), departments organized and existing under the Los Angeles Administrative Code and/or the Charter of the City of Los Angeles, a municipal corporation of the State of California ("Memorandum of Understanding" or "MOU"). Each department shall be referred to individually as a "Party" and collectively as the "Parties".

I. <u>PURPOSE</u>

The purpose of this Memorandum of Understanding is to memorialize the consolidation of fiber network systems among LADWP and ITA. This consolidation of fiber network systems arrangement involves any and all real, personal and mixed property, both tangible and intangible, and all rights, title and interests of any kind, character and form whatsoever including, without limitation, all infrastructure, Cable, fiber routes, equipment, pipelines, innerducts, conduits, handholds, manholes, associated Intellectual Property Assets, stub outs, rights-of-way, easements associated with real property and manholes currently in the possession, management and control of Seller up to the Demarcation Points with regard to the City's fiber systems. The terms and conditions set forth in this MOU, and attached exhibits which are incorporated by reference herein, have been acknowledged and accepted by each Party. This MOU shall become effective upon all Parties' execution of this MOU ("Effective Date") and shall remain in force until the Parties' written agreement to modify or terminate this MOU.

II. CONSOLIDATION OF FIBER SYSTEMS between LADWP and ITA

A. Expired Agreement dated March 17, 1993 with MFS

The Agreement between the City of Los Angeles and Metropolitan Fiber Systems of California, Inc. (predecessor of McImetro Access Transmission Services, LLC d/b/a Verizon) dated March 17, 1993 related to the M70 Pipeline expired on or about April 23, 2003. The McImetro rights under the agreement have now been purchased by Verizon. On September 27, 2007, the City authorized the LADWP to negotiate with Verizon to enter into a new agreement in consideration of the rights established in the Agreement between the City and McImetro Access Transmission Services LLC, dated

March 17, 1993 and the mutual needs of Verizon and the Parties. The LADWP has kept the City appraised of agreement negotiations on an on-going basis.

The LADWP, upon the Effective Date of this MOU, shall have the right to continue negotiations with Verizon solely on LADWP's behalf and ITA will have no rights to participate in such negotiations.

III. CONSOLIDATION OF FIBER SYSTEMS - COPS MORE

A. City Transfer of COPS MORE Funded Fiber to LADWP

Consistent with the intent of developing and maintaining a consolidated fiber optic network for the City, with LADWP as the owner and operator of the network, the City will actively seek the interdepartmental transfer of possession, management, and control of the fiber optic cables constructed through the COPS MORE '95 and COPS MORE '96 Grants from the City's Los Angeles Police Department to the LADWP, consistent with United States Department of Justice grant policies and procedures. The City will also actively seek concurrence, if required, from United States Department of Justice that the leasing excess fibers in fiber optic cables constructed through the COPS MORE '95 and COPS MORE '96 Grants as a method of generating revenues to further expand the consolidated fiber optic network is consistent with COPS MORE grant policies and procedures.

IV. CONTINUING CONSOLIDATION EFFORTS

A. Continued Review of Consolidation Opportunities

The Parties will continue to work together to review opportunities for further consolidation and coordination of City and LADWP fiber network assets, including but not limited to, review of additional City Information Technology assets, City Department of Transportation assets, and City Bureau of Sanitation assets. Any resulting additional consolidation of City and LADWP asset will be effectuated via an amendment to this Agreement or a separate agreement.

B. City Access and Use of the LADWP Owned and Operated Consolidated Fiber Network

Master Lease Agreement

Consistent with the intent of developing and maintaining a consolidated fiber optic network for the City, with LADWP as the owner and operator of the network, the Parties will cooperatively develop a Master Lease Agreement that will govern City access and use to the LADWP owned and operated consolidate fiber network. The Master Lease Agreement shall at a minimum:

- a) Incorporate the various fiber optic related agreements and leases currently in effect between the Parties.
- b) Establish annual operation and maintenance fees for the City, based upon the

AGENDA ITEM J - ENCLOSURE

LADWP consolidated fiber optic network assets accessed and/or used by the City.

- c) Establish minimum performance standards to be maintained by LADWP.
- d) Establish lease rates for LADWP consolidated fiber optic network assets access and/or used by the City.
- e) Establish procedures governing fiber operations.
- f) Establish coordination and communication procedures.

In addition, consistent with the intent of developing and maintaining a consolidated fiber optic network for the City, with LADWP as the owner and operator of the network, the Parties will cooperatively develop, to the extent legally permissible, for inclusion in the Master Lease Agreement to accompany the Fiber Optic Infrastructure Consolidation Agreement, cooperation and coordination procedures regarding:

- 1) Grant applications, regardless of the City department making the application, for monies to fund fiber optic capital improvements.
- 2) Proposed leases with third-party fiber optic providers, regardless of the City department seeking the service.
- 3) Future fiber optic connection construction or other fiber installation projects, regardless of the lead or responsible City department.
- 4) Direction of entities seeking to lease fiber from the City to the LADWP.
- 5) Establishment of at a minimum an annual meeting to review on-going and planned LADWP consolidated fiber network assets and City needs.

City Access and Use to City Fiber System Fibers Currently In Use

The LADWP will provide the City access and use of the City Fiber System fibers currently in use by the City, for City use only, as generally described in a "from and to" format in Exhibit A. The City's access and use of the fibers shall be governed by the Master Lease Agreement to be developed pursuant to parameters outlined above.

The access and use of such fibers by the City will be calculated on a net fiber miles basis as a method of consolidating the fibers currently in use. A reallocation of the fiber miles owed to the City via prior agreements will be allowed to provide the City the use of fibers currently in use. The reallocation of fiber miles is a one-time event.

The Parties will document all reallocated fiber miles and the areas used for reallocation. All subsequent fiber leases will be subject to the original terms of the 1997 Agreement and the Master Lease Agreement.

EXHIBIT F

MASTER AGREEMENT NO. FO-371-07/2005

INCLUDES

EXHIBIT F-1 – WITH Section 12 INCLUDED

EXHIBIT F-2 – WITH Section 12 OMITTED

Per Section 2.2:

Buyer and Seller shall execute in writing either the version of the Master Lease Agreement as attached in Exhibit F-1 or the version of the Master Lease Agreement as attached in Exhibit F-2 upon Buyer's receipt of the Appraisal, subject to any Adjustments identified in Section 2.8.

MASTER AGREEMENT NO. FO-371-07/2005 BETWEEN LOS ANGELES DEPARTMENT OF WATER AND POWER AND INFORMATION TECHNOLOGY AGENCY

THIS MASTER AGREEMENT, made and entered into by and between the Department of Water and Power, a department of the City of Los Angeles, (hereinafter referred to as "LADWP") having its principal office at 111 North Hope Street, Los Angeles, California 90012, and the City of Los Angeles, Information Technology Agency, (hereinafter referred to as "ITA"), a department of the City of Los Angeles, with its principal office at 200 North Main Street, Suite 1400, Los Angeles, California 90012, and which are sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, LADWP is a proprietary department of the City of Los Angeles; and

WHEREAS LADWP has developed a communications network for its internal use; and

WHEREAS, additional capacity exists on LADWP's communications network, and utilizing this additional capacity to provide Communications Services (CS) and Dark Fiber will not interfere with LADWP's role of providing water and power services to the inhabitants and businesses of the City of Los Angeles; and

WHEREAS, utilizing the additional capacity to provide CS and Dark Fiber will reduce LADWP's costs through shared resources; and

WHEREAS, ITA has the authority for planning, designing, implementing, operating and coordinating information technology systems and networks, either directly or by oversight of these activities when carried out by other departments, except for any such systems operated by a proprietary department as defined under Article VI, Section 600 *et seq.* of the Charter of the City of Los Angeles; and

WHEREAS, ITA has the power and duty to supervise, control, manage, design, develop and administer all of the information technology systems which may be developed and which are used by the offices and departments of the City of Los Angeles that are under the budgetary jurisdiction of the Los Angeles City Council so as to provide optimum utilization of the equipment, devices and systems consistent with sound economic, managerial and systems design practices; and

WHEREAS, ITA and LADWP desire to cooperate with each other to enhance the efficiency and effectiveness of services provided to the non-proprietary Departments of the City of Los Angeles; and

WHEREAS, such cooperation will result in numerous benefits such as significant cost savings to the City, accessibility to new services, increased competition, and other synergies, including the availability of redundant telecommunications circuits which is vital in the Post 9/11 era; and

WHEREAS, LADWP will charge recurring and non-recurring fees to account for its costs associated with providing CS; and

WHEREAS, LADWP is currently providing CS and Dark Fiber to ITA under existing agreements, and each of these agreements has and is continuing to accrue significant cost savings and benefits to the City; and

WHEREAS, the Parties desire to combine the existing agreements into this Master Agreement to facilitate more efficient and effective contract administration; and

WHEREAS, it is anticipated and desired that numerous additional services will be requested through Job Orders within the next twenty-five (25) years with a twenty-five (25) year option so that more benefits may be realized; and

WHEREAS, the continued practice of processing and approving individual CS and Dark Fiber agreements for new services is time consuming and administratively burdensome for both Parties; and

WHEREAS, LADWP and ITA desire to enter into this Master Agreement, whereby individual services will be added or terminated throughout the term of this Master Agreement via the process defined herein, without the administrative burden of processing individual agreements for each service.

NOW, THEREFORE, ITA and LADWP, in consideration of mutual conditions and covenants hereinafter described, do agree as follows:

SECTION 1.0 PURPOSE OF MASTER AGREEMENT

This Master Agreement provides a process through which LADWP may provide multiple communications services to ITA. During the term of this Master Agreement, individual services may be added or deleted, per the terms contained herein, without the administrative burden of developing, processing and approving individual agreements for each service. This Master Agreement provides the formal terms and conditions for multiple service procurements by ITA on behalf of the non-proprietary departments and offices of the City of Los Angeles.

1.1 Existing Agreements

1.1.1 Communications Transport Service (CTS)

The LADWP and ITA mutually agree that upon the effective date of this Master Agreement, the following CTS agreement between LADWP and ITA is hereby terminated:

Agreement No. FO-400-02/2006 (Griffith Park Observatory)

The services previously provided under Agreement No. FO-400-02/2006 will, as of the effective date, be provided under the terms and conditions of this Master Agreement, and shall be added to the Service Record defined in Section 4.4.

1.1.2 Dark Fiber

Incorporated by reference and made a part of this Master Agreement are the following dark fiber agreements between ITA and LADWP, herein referred to as the "Referenced Agreements":

- Optical Fiber Use Agreement, dated November 24, 1997, Board Resolution 98 066
- Short Form IRU-01, dated November 24, 1997, Board Resolution 98 066
- Short Form IRU-02, dated December 21, 2004, Board Resolution 005 118
- Short Form IRU-03, dated September 14, 2005, Board Resolution 006 030

Administration of the services provided under the Referenced Agreements shall be integrated into this Master Agreement, and those services shall be added to the Service Record as defined in Section 4.4. With respect to those services previously provided under the Referenced Agreements, all terms of the Referenced Agreements shall remain in effect, with the following exceptions:

- 1.1.2.1 The Indemnification clause, as stated in Section 12 of this Master Agreement, shall apply.
- 1.1.2.2 For IRU-02 ITA shall incur an annual maintenance fee of \$600
- 1.1.2.3 For IRU-03, ITA shall incur an annual maintenance fee of \$700
- 1.1.2.4 The timing of billing and payment shall conform to Section 5 of this Master Agreement.

In the event this Master Agreement is terminated, the Referenced Agreements will continue to be in effect for the life of those agreements as defined in each individual Referenced Agreement; however, the requirements of Sections 1.1.2.1, 1.1.2.2, and 1.1.2.3 shall survive the termination of this Master Agreement, and shall remain in effect for the life of each of the Referenced Agreements.

For new dark fiber services subsequently provided under this Master Agreement, all terms of the Referenced Agreements shall apply, with the exception that:

- 1.1.2.5 The Indemnification clause, as stated in Section 12 of this Master Agreement, shall apply.
- 1.1.2.6 The ordering, invoicing and payment processes shall adhere to procedures defined in Section 4 and Section 5 of the Master Agreement, respectively.

SECTION 2.0 TERM OF AGREEMENT

This Master Agreement shall have a term of twenty-five (25) years commencing upon execution by the Parties, with one twenty-five (25) year renewal option. At least at every fifth

(5th) year anniversary of the date of signing (or more frequently if both parties desire), both parties will have the option of suggesting amendments and instituting modifications agreed upon by both parties and approved by both General Managers in writing. This Master Agreement shall continue until the term expires or until terminated as provided in other sections of this Master Agreement.

SECTION 3.0 COVERED SERVICES

The following services shall be provided under this Master Agreement:

3.1 Ethernet and Video Communications Transport Service (CTS)

The LADWP shall provide point-to-point Ethernet and/or Video Communications Transport Service (CTS) between the demarcation points that shall be clearly identified for each circuit requested and provided. Circuit routing, Service Level Agreement, and demarcations will be mutually agreed upon by the Parties, with sketches and drawing(s) incorporated into the ITA issued Job Order.

3.2 Dark Fiber and Wavelength Services

The LADWP shall provide point-to-point dark fiber and wavelength services, as requested by ITA and in accordance to the Referenced Agreements, and subject to the requirements stated in Sections 1.1.2.5 and 1.1.2.6, between demarcation points that shall be clearly identified for each circuit requested and provided. Fiber routing, demarcations, wavelengths to be used and maximum bandwidth available will be mutually agreed upon by the Parties, and sketches and drawing(s) containing this information shall be incorporated into the ITA issued Job Order.

3.3 Wireless Services

The LADWP shall provide wireless data services as agreed upon by ITA and LADWP and defined in each specific Job Order. The desired coverage areas, bandwidth levels, demarcation points, and engineering/design services and other relevant parameters shall be clearly identified, and incorporated into the Job Order.

3.4 Other Communications Services

Upon written approval of the General Manager of ITA and the General Manager of LADWP, LADWP may provide other communications services between requested service addresses, including, but not limited to, internet access via an internet service provider(s), virtual private line services, broadband over powerline services, collocation of equipment on LADWP facilities, and disaster recovery services.

SECTION 4.0 PROVISION OF SERVICES

4.1 Service Request

The ITA shall initiate a service request by notifying LADWP, in writing, of the desired point-to-point address and circuit requirements, including but not limited to: bandwidth amounts, redundant paths, routing constraints, demarcation points, desired in-service dates, etc. (see Appendix A for sample Service Request Form). Service Request Forms may be approved by authorized ITA personnel listed in Appendix K. Upon receipt of a service request, LADWP will investigate the work required to provide the service. During this time, LADWP may discuss certain elements of the request, such as demarcation, with ITA to resolve potential logistical problems and to establish a mutual agreement regarding such elements. The LADWP reserves the right to refuse the service request in part or in whole. Based on requirements that are mutually agreed to, LADWP will provide ITA with an estimate for the Non-Recurring Charge (NRC) and Monthly Recurring Charge (MRC). See Appendix B for a sample LADWP Estimate Form. The ITA shall then determine if it wants to proceed with a Job Order for the requested service.

4.2 Ordering Services

The ITA shall order services by means of a Job Order created by the ITA ServiceDesk Online System (SOS), Request Management Module. The SOS Request Management Module is the primary means by which a department or office of the City of Los Angeles creates a Communications Service Request (CSR) for the entire scope of the project. The CSR initiates the engineering process which results in the creation of Job Orders (sample provided in Appendix C) to fulfill the requirements of the CSR. Each Job Order shall have a unique identification number used by ITA to track the status of the Job Order. The LADWP shall establish a service by means of an ITA issued Job Order, approved by the ITA General Manager. The NRC and MRC for the requested services, previously estimated by LADWP, shall be included in ITA's Job Order documentation, along with all of the elements and requirements upon which LADWP based its estimate. The Job Order shall also include the funding approval documentation, authorizing the non-proprietary City department or agency receiving the service to pay for the NRC in whole, and that part of the MRC within the Initial Service Period, as defined in Section 5 herein.

To maintain timely and effective processing of Job Orders, ITA and LADWP agree to perform their respective functions as depicted in Appendix D – Service Order Process.

The job order will be effectuated upon the signatures of the General Managers of LADWP and ITA.

4.3 Acceptance of Service

Upon the receipt of a valid ITA issued Job Order, LADWP will proceed in good faith to provision the services requested. Evidence of completion of said installation will consist of applicable test results, such as Optical Time Domain Reflectometer (OTDR), and latency and packet loss data at the specified data rate. The ITA shall complete and return to LADWP an

accompanying Customer Acceptance Form for each covered service requested in the ITA issued Job Order (see Appendix E). The ITA shall complete said acceptance form and return to LADWP within ten (10) calendar days of receipt. In the absence of ITA's written acceptance, ITA shall be deemed to have accepted such services on the eleventh (11th) day after receipt of the Customer Acceptance Form. At that time, the Monthly Recurring Charges described in the ITA Issued Job Order documentation shall become effective, and shall remain in effect for the term of this Master Agreement.

4.4 Service Records

The ITA and LADWP shall each create and maintain a Service Record listing the services covered under this Master Agreement. Appendix F is the initial Service Record, effective on the execution date of this Master Agreement. The Service Record may be modified from time to time as mutually agreed upon by the Parties. The Service Record shall be supported by circuit diagrams for each service. The Service Record shall be updated each time a service is added, changed or cancelled. The Parties shall compare records semi-annually to maintain accuracy and resolve any discrepancies.

4.5 Special Provisions

4.5.1 Maps, Drawings and Floor Plans

The ITA will make available all maps, drawings and floor plans for each site which are pertinent to the telecommunications service and/or installation. The ITA will make a good faith effort to promptly notify LADWP in writing of any changes to such information, should they arise. Where such changes affect the manner in which LADWP provides its service, or where such changes affect LADWP's cost, the Parties shall proceed in good faith to achieve a mutually acceptable resolution.

4.5.2 Unforeseen Field Conditions

The Parties recognize that on rare occasions, field conditions adversely affecting LADWP's provision of services may, despite LADWP's good faith efforts, remain unforeseen until after provisioning has begun. In the event such circumstances arise, LADWP shall promptly notify ITA in writing of such unforeseen field conditions, and the Parties shall proceed in good faith to achieve a mutually acceptable resolution.

4.5.3 ITA Confidential Information

Except as required to do otherwise by law, or with ITA's consent, LADWP shall exercise reasonable efforts to protect any confidential information of ITA which (a) is made available to LADWP as necessary in order for it to provide the services described under Section 3 to ITA pursuant to this Master Agreement, and (b) has been specifically identified by ITA as being confidential. The ITA hereby grants LADWP permission to use ITA's confidential information to the extent needed to provide the services described under Section 3.

4.5.4 LADWP Confidential Information

The Parties acknowledge that LADWP and ITA are public entities and are subject to the provisions of the California Public Records Act pursuant to California Government Code Section 6250 *et seq.*

Except as required to do otherwise by law, or with LADWP's consent, ITA shall exercise reasonable efforts to protect any confidential information of LADWP which (a) is made available to ITA as necessary in order to utilize the services described under Section 3 pursuant to this Master Agreement, and (b) has been specifically identified by LADWP as being confidential. The LADWP hereby grants ITA permission to use LADWP's confidential information to the extent needed to utilize the services described under Section 3.

Each party shall promptly notify the other party of any intended or unintended unauthorized disclosure or use of any confidential information by any of its representatives. If a party has requested or required, pursuant to any applicable law, order, regulation or ruling, discovery request, subpoena, or similar process to disclose any of the confidential information, such party shall provide prompt written notice to the other party of such request or requirement so that at such other party's expense, such party can seek a protective order or other appropriate remedy concerning such disclosure.

SECTION 5.0 INVOICING

Invoicing requirements, format, and submission dates shall be mutually agreed upon by ITA and LADWP.

5.1 Job Order Invoices

The LADWP shall submit an invoice including the Non Recurring Charges (NRC) and cumulative Monthly Recurring Charges (MRC) for the portion of the Fiscal Year in which the service was established (Initial Service Period defined as the period from the in-service date to the end of the then-current fiscal year) to the City department or office that requested the service (Serviced Department) indicated on the ITA issued Job Order, together with documentation of the acceptance for the requested communication services as described in Section 4.3 above. A duplicate copy of the invoice shall also be submitted to ITA for informational purposes. The Serviced Department shall satisfy the invoice through an Inter-Departmental Order (IDO) transferring funds to LADWP. Billing invoices shall be limited to one Job Order number per invoice. Invoices that include more than one Job Order number will be returned to LADWP for correction. The total cost billed shall not exceed the cost estimate, unless otherwise agreed to in writing, by the Serviced Department, ITA, and LADWP.

The LADWP will charge the Serviced Department the installation cost in one of the following two ways: 1) as a single non-recurring charge for the entire amount or 2) as a recurring build-out recovery charge amortized over a period of time and added to the MRC.

The MRC rates for the different service levels are listed in Appendix G. Per Los Angeles City Charter Section 607 (b), the Parties shall meet, at intervals not exceeding five (5) years, to adjust the rates.

5.2 Annual Invoices

Subsequent to the Initial Service Period, LADWP shall submit to ITA a single invoice for all MRC billable from the beginning of the fiscal year following the Initial Service Period, to the end of the fiscal year, or the end date of this Master Agreement, whichever occurs earlier. Invoicing for subsequent fiscal years shall occur likewise. The invoice shall list all active circuits from the Service Record, the MRC for each circuit, and the Serviced Department or office of the City that established the circuit.

5.3 Service Requests and Maintenance Invoices.

The LADWP will invoice ITA periodically for its costs incurred to investigate service requests, and for maintenance expenses incurred, if any, associated with services provided under this Master Agreement. The ITA shall establish an open IDO to cover these expenses. The LADWP shall not proceed with any work until it has received written authorization from ITA.

Maintenance for dark fiber shall be billed on a per fiber-mile basis, and, at to the sole discretion of LADWP, may be subject to annual increases by amounts not to exceed the cumulative effect of price increases as measured by the US Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers, CPI-U (unadjusted). Any CPI increase will be active the following year.

All annual invoices, and service requests and maintenance invoices shall be sent in triplicate to the following address:

Information Technology Agency Attention: Administrative Services 200 N. Main Street, Room 1400 Los Angeles, California 90012

Any invoice under Section 5.0 and all related subsections that remains unpaid beyond thirty (30) days after receipt thereof shall constitute a default, and the associated services shall become subject to Sections 13 and 14 and all related subsections of this Master Agreement.

5.4 Service Level Agreement Credits

5.4.1 Initial Service Period

If, during the fiscal year in which service was established, outages occur which exceed the contracted availability parameters specified in Appendix H, the Serviced Department shall be credited by an IDO. If an unscheduled outage exceeds the acceptable performance range specified in Appendix H, the Serviced Department shall be credited 50 percent of the monthly charge for the affected circuit for the month in which the outage occurred.

5.4.2 Extended Service Period

The ITA shall be credited on the next annual bill for outages exceeding the contracted availability parameters specified in Appendix H. If an unscheduled outage exceeds the acceptable performance range specified in Appendix H, ITA shall be credited 50 percent of the monthly charge for the affected circuit for the month in which the outage occurred.

5.4.3 Partial Credit

The LADWP shall credit the Serviced Department the balance of the MRC should the service be terminated with proper notification prior to the end of the Initial Service Period.

SECTION 6.0 TROUBLE REPORTING

6.1 Trouble Reporting Procedures

The ITA Network Control Center (NCC) shall be responsible for reporting trouble with any service provided under this Master Agreement. The ITA NCC shall comply with the Trouble Reporting Procedures, attached as Appendix I and by this reference incorporated herein. The Trouble Reporting Procedures may be revised from time to time by LADWP as reasonably required. Revisions shall be in writing and become effective thirty (30) days after LADWP gives notice of such revisions.

6.2 False Trouble Reporting

The LADWP shall invoice ITA for false trouble calls initiated by ITA. The LADWP will invoice ITA for actual expenses incurred.

SECTION 7.0 DEMARCATION

7.1 Location

The LADWP shall terminate covered services at a demarcation point as specified in the ITA issued Job Order. This location will typically be within the electrical entry to a service address, except in instances where the serviced department is the Police Department, Fire Department, or an Emergency Operation Center (collectively "Public Safety"), or a Library Facility. For Public Safety and Library services, the demarcation point shall be located in the telecommunications entry point at the service address.

7.2 Demarcation Point Specification

Unless otherwise specified in the ITA issued Job Order, the demarcation point will be a fiber optic cable termination panel. The LADWP shall be responsible for the requested service from LADWP facilities to the fiber optic cable termination panel, including the termination and connection of the fiber optic strands on the termination panel. Unless otherwise specified in

the ITA issued Job Order, LADWP shall provide the fiber optic cable termination panel and be responsible for its installation and maintenance.

7.3 Advance Point-of-Presence at Public Safety and Library Facilities

The LADWP may, at its discretion, establish points-of-presence at Public Safety and Library facilities by extending fiber cable to the electrical point-of-entry of said facilities. When such action is taken by LADWP and is not the result of an ITA issued Job Order, ITA shall not be responsible for the associated installation costs. If and when ITA subsequently requests service to the facility, LADWP will charge the agency requesting the service for the installation cost of the portion that will be used by the agency, as a condition to providing service. However, should other parties be utilizing the build-out at the time of ITA's request, the installation cost charged to ITA will be prorated, based on the number of parties utilizing the build-out.

Any such installation cost, as applicable, may be paid as 1) a single non-recurring charge or 2) a recurring build-out recovery charge.

SECTION 8.0 CONNECTIONS

8.1 Connections to LADWP Termination Panel

Physical connections to LADWP termination panels will be made by LADWP personnel or LADWP's agent. The ITA will provide installation and maintenance of fiber cable and/or fiber strands on the service side of the demarcation point. Work performed by ITA, its personnel, contractors or assignees, shall be done at its own expense, in accordance with applicable federal, state and local codes and shall be done in a workmanlike manner typical for this industry.

8.2 General Provisions for Connections and Interfaces

All work performed by ITA, its contractors or assignees, shall be completed in a hazard-free workmanlike manner in accordance with applicable federal, state and local codes. Any modification by ITA to ITA's connection or interface equipment with LADWP's equipment shall be performed only with prior knowledge and written consent of LADWP.

SECTION 9.0 CIRCUIT OPERATION AND CONDITIONS

The LADWP will be responsible for maintaining the signal between the demarcation points. Any testing beyond the demarcation points will be the responsibility of ITA. The LADWP will maintain its fiber optic network in accordance with industry standards.

SECTION 10.0 PERFORMANCE

10.1 Availability and Measurement Parameters

Refer to Appendix H for all specifications.

10.2 Planned Outages

Advanced written notification shall be provided for all planned outages. A minimum five (5)-day advanced notice shall be given for all planned outages.

SECTION 11.0 <u>TERMINATION</u>

11.1 By Mutual Agreement

This Master Agreement may be terminated in whole or in part prior to completion at any time by mutual agreement of the Parties. In the event that the dark fiber elements of the Master Agreement are terminated, the Referenced Agreements will continue to be in effect for the life of those agreements as defined in each individual Referenced Agreement.

11.2 Due to Default by ITA or Serviced Department

In the event ITA or the Serviced Department, herein referred to as the "user party", becomes in default as defined in Section 13, the specific services may be terminated by LADWP. In this event, the user party may be allowed up to six months of service, to allow adequate time for finding replacement services. The user party will be responsible for the relevant MRC payments during this period and any early termination fees that may apply, and shall forfeit any prepaid MRC fees that would have applied for service beyond the termination date.

11.3 Unilaterally by the LADWP

In the event that the specific services become permanently unavailable or will become permanently unavailable due to reasons beyond LADWP's control, the specific services may be terminated unilaterally by LADWP, by informing the user party in writing and allowing them up to six (6) months of service. The user party will be responsible for the relevant MRC payments during this period, but will not be required to pay any early termination fees. The user party shall be credited for any prepaid MRC fees that would have applied for service beyond the termination date.

11.4 Unilaterally by the User Party

The specific services may be terminated unilaterally by the user party, by informing LADWP in writing no less than thirty (30) days prior to the desired termination date. The user party will be responsible for the relevant MRC payments through the date of termination, and will also be responsible for any early termination fees that may apply. The user party shall forfeit any prepaid MRC fees that would have applied for service beyond the termination date.

SECTION 12.0 Omitted

SECTION 13.0 DEFAULT

Either party shall be in default for failure to comply with any term or condition within thirty (30) days after written notice of default from the non-defaulting party. However, except for default in payment, which must be cured within the thirty (30)-day period, the non-defaulting party may extend, within its discretion, the time to cure a non-monetary default beyond thirty (30) days provided that the non-defaulting party's approval of an extension is in writing and defaulting party commences corrective action within the thirty (30)-day notice period and proceeds to a cure as soon as practicable.

SECTION 14.0 REMEDIES

If, after the thirty (30)-day notice of default period, the defaulting party has not cured the default or has not initiated corrective action, the non-defaulting party may terminate the service immediately without further notice to the defaulting party.

SECTION 15.0 COMPLIANCE WITH LAWS, ETC.

The Parties and Serviced Departments shall comply with the Los Angeles City Charter, the Los Angeles Administrative Code, relevant City Ordinances, and any applicable Federal or State laws, regulations, or policies. The Parties shall comply with all laws, rules and regulations relating to fire prevention, control and suppression, and all safety rules and regulations.

SECTION 16.0 AUTHORITY

Each party warrants to the other that it has authority to enter into and perform this Master Agreement, it has taken all action required to authorize execution of this Master Agreement, and this Master Agreement is binding upon and enforceable against it.

SECTION 17.0 NOTICES

All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Master Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if personally delivered by hand; (ii) upon the third (3rd) day after such notice is (a) deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (b) sent by a nationally recognized overnight express courier; or (iii) by facsimile upon written confirmation (other than the automatic confirmation that is received from the recipient's facsimile machine) of receipt of such notice:

If to LADWP:

Department of Water & Power 111 N. Hope Street, Room 251 Los Angeles, California 90012

Attention: Director of Fiber Optic Enterprise

Telephone No.: (213) 367-2426 Facsimile No.: (213) 367-0255

If to Customer:

Information Technology Agency 200 N. Main Street, 14th Floor City Hall East, Mail Stop 232 Los Angeles, California 90012 Attention: General Manager Telephone No.: (213) 978-3311 Facsimile No.: (213) 978-3310

Such addresses and numbers may be changed, from time to time, by means of a notice given in the manner provided in this Section 17.

SECTION 18.0 ENTIRE AGREEMENT

This Master Agreement and all attached appendices contain the entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and there are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein. Any and all prior discussions, negotiations, commitments and understandings relating to the subject matters hereof are merged herein. There are no conditions precedent to the effectiveness of this Master Agreement other than as stated herein, and there are no related collateral agreements existing among any of the Parties that are not referenced herein.

SECTION 19.0 AMENDMENT AND/OR MODIFICATION

Neither this Master Agreement nor any term or provision hereof, may be changed, waived, discharged, amended, modified or terminated orally, or in any manner other than by an instrument in writing signed by the Parties.

SECTION 20.0 APPENDICES

The following appendices are hereby incorporated into and made a part of this Master Agreement where referred to as though set forth at length:

Appendix A. Sample Service Request Form

Appendix B. Sample LADWP Estimate Form

Appendix C. Sample ITA Job Order

Appendix D. Service Order Process

Appendix E. Customer Acceptance Form

Appendix F. Service Record

Appendix G. Price List

Appendix H. Service Level Agreement

Appendix I. Trouble Reporting Procedures

Appendix J. Contacts

Appendix K. List of Authorized ITA Signatures

SECTION 21.0 ADMINISTRATION OF THIS MASTER AGREEMENT

21.1 LADWP Authorized Representatives

The LADWP hereby appoints the following persons to represent LADWP in matters pertaining to this Master Agreement:

Representative		Alternate Representative	
NAME:	Nathan Look	NAME:	Andrew Paredes
TITLE: Direct	tor of Fiber Optic Enterprise	TITLE:	Contract Administrator
ADDRESS:	111 N. Hope Street Room 251 s Angeles, California 90012	Room 25	
PHONE NO.:	213 367-2426	PHONE NUMB	ER: 213 367-2168
FAX NUMBER:	213 367-0255	FAX NUMBER:	213 367-0255
EMAIL:	Nathan.Look@ladwp.com	EMAIL Andrew.Paredes@ladwp.com	

21.2 ITA Authorized Representative

The ITA hereby appoints the following persons to represent ITA in matters pertaining to this Master Agreement:

Representative		Alternate Representative		
NAME:	Kamton Joe	NAME: LIDIALIM	Eva-Bilar	
TITLE:	Assistant General Manager	TITLE: Chief Management Analyst		
ADDRESS:	200 N. Main Street Room 1400 os Angeles, California 90012	ADDRESS: 200 N. Main Street Room 1400 Los Angeles, California 90012		
PHONE NO.:	213 978-3311	PHONE NUMBER:	213 978-3322	
FAX NUMBER	R: 213 987-3310	FAX NUMBER:	213 978-3310	
EMAIL:	Kamton.Joe@lacity.org	EMAIL: Eva.Bitar	@lacity.org	

21.3 Duties

The authorized representatives shall provide liaison between the Parties in order to provide effective cooperation, exchange of information and consultation in a prompt and orderly basis concerning the various matters which may arise, from time to time, in connection with this Master Agreement.

4558 - 379

21.4 Responsibilities

The authorized representatives shall have the following responsibilities, among others:

- Perform those functions and duties assigned to them in this Master Agreement.
- Review and attempt to resolve any disputes between the Parties arising under this Master Agreement.
- Arrange for the development and completion of procedures to implement the provisions of this Master Agreement.

21.5 Written Action

All actions, agreements, resolutions, determinations or reports made by the authorized representatives, shall be by written communication, including formal letters, e-mail, FAX, etc.

21.5.1 General Manager Approval Required

Notwithstanding any other terms regarding signature authorization, the General Manager's signature is required for the following documents:

- For LADWP LADWP Estimate Form (See Appendix B)
- For ITA ITA issued Job Order (See Appendix C)

21.6 Modifications

The authorized representatives shall have no authority to modify this Master Agreement. Either party may change its authorized representatives upon written notice.

SECTION 22.0 WARRANTIES, LIMITATION OF LIABILITY AND ASSUMPTION OF RISK

22.1 Warranty

The LADWP warrants that its fiber optic cable system meets Telcordia Generic Requirements Standards – Technical Reference No. TR-TSY-000020, and that it has the authority to enter into this Master Agreement and to perform in accordance with its terms. The LADWP DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING AND WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR FUNCTION.

22.2 Assumption of Risk

Except for the gross negligence or willful misconduct of the LADWP, its Board, officers, agents, representatives or employees, ITA recognizes that use of LADWP's system shall be at its own risk, and therefore, expressly assumes any risk arising from the exercise of any rights, privileges or obligations identified herein. In assuming such risk, ITA agrees not to bring claims of any type or nature whatsoever against LADWP, including but not limited to claims of consequential, incidental or indirect damages (including lost revenue, service

interruptions, or other benefits), and damages caused by force majeure or occurrences or incidents beyond LADWP's control. For purposes of this Master Agreement, force majeure refers to extraordinary events beyond control of either Party, including but not limited to fire, earthquake, flood, water, volcanic eruption or other natural disaster, third party labor disputes, utility curtailments, power failures, explosions, civil disturbances, governmental actions, third party shortages of equipment or supplies, or unavailability of transportation. In any event, LADWP's liability to ITA shall not exceed an amount equal to the MRC for the period of service during which the basis of any claim occurs.

[Next page is the signature page]

AUTHORIZED BY RES. 008 256

IN WITNESS WHEREOF, the Parties hereto have caused this Master Agreement No. FO-371-07/2005 between Los Angeles Department and Water and Power and Information Technology Agency to be executed by their authorized representatives on the day and year written below.

> DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES BY BOARD OF WATER AND POWER COMMISSIONERS OF THE CITY OF LOS ANGELES

Date: Feb. 3, 2009by:

Chief Executive Officer and General Manager

CITY OF LOS ANGELES INFORMATION TECHNOLOGY AGENCY

Date: February 2By: 2009

ITA General Manager

Approved as to Form

AGENDA ITEM J - ENCLOSURE 17

APPROVED AS TO FORM AND LEGALITY

ROCKARD J. DELGADILLO, CITY ATTORNEY

Assistant City Attorney

Appendix A - Service Request Form

Circuit Type:	Ethernet Dark Fiber Other -	Video	
Bandwidth:	1 Gig 100 Mbps Other -	500 Mbps 10 Mbps	
Serviced Department:			
		Phone:	
Service Address, Point A	(Attach map/drawing if ava	ailable)	
		180110180000000000000000000000000000000	<u>.</u>
Describe Demarcation at	Point A (Attach sketch/drav		
Service Address, Point B	(Attach map/drawing if ava	ilable)	
Describe Demarcation at]	Point B (Attach sketch/draw	ring if available)	**************************************
Special Constraints/Requi	rements		
Desired In Service Date: _		Term of Service:	
Signature:		Date:	***************************************
Title: Print Name:		Phone No.:	

Appendix B - Sample LADWP Estimate Form

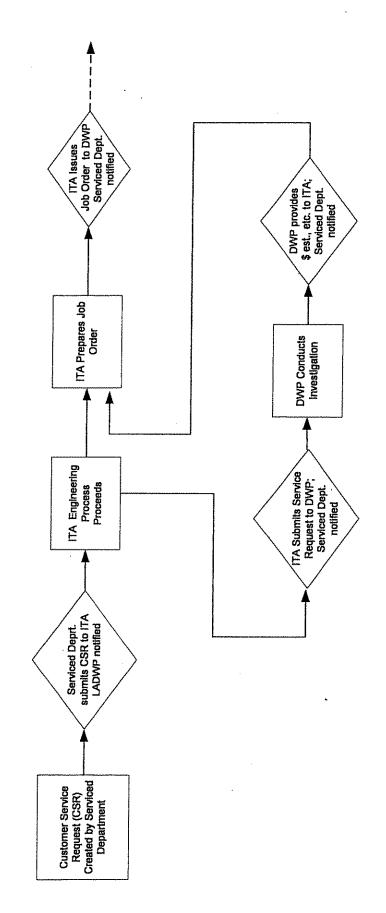
Circuit Type:		
Bandwidth:	•	
	, , , , , , , , , , , , , , , , , , , ,	
Service Address, Point A:		
	1	
Demarcation, Point A:		
Service Address, Point B:		
Demarcation, Point B:		
Special Constraints/Requirements:		
,		
Monthly Recurring Charge:	And the state of t	
Non-Recurring Charge:	MACHINE THE THE THE THE THE THE THE THE THE TH	
Estimated In-Service Date:		
Early Termination Fee:		
-		
	Completed By:	
Approved:		
Name (Printed): Title: LADWP General Manage		
Title: LADWP General Manage	r	
Date:		

Appendix C - Sample ITA Job Order

Job Order

LOCATION: ADDRESS: ASSIGNED:	J.O. NO.: TOTAL J.O. PG.:
TITLE:	•
OBJECTIVE:	
SPECIAL INSTRUCTIONS:	
IMPACT:	
DEPARTMENTAL CONTACT:	
WORK DESCRIPTION:	
1. Attachments:	
2. Material Requirements:	
QTY DESCRIPTION	SOURCE
3. Perform the following:a.b.c.	
Approved: Name (Printed):	
Title: ITA General Manager	
Date:	

If you have any questions regarding this Job Order, contact the project engineer, XXXXXX, at (213) 978-XXXX.



AGENDA ITEM J - ENCLOSURE

Appendix E

LOS ANGELES DEPARTMENT OF WATER & POWER FIBER OPTIC ENTERPRISE ACCEPTANCE FORM

Circuit Num	iber:		
Job Descrip	otion:		
Demarcatio	n Point 1:		
Demarcatio	n Point 2:		
Services De	epartment:		
Address:			
ITA Contact	i ·		
Phone:			
Serviced De	epartment Contact:		
Phone:			
Number of E	EVCs:		The state of the s
Bandwidth:			4
LADWP Cor	ntact:		
Phone:			
Special Note	es:		
		***************************************	700000000000000000000000000000000000000
	allation is complete and the fibers are rmal service under the care of LADWP	System is ac	ccepted for normal service.
Name		Name	
Approved		Approved	
	ITA Representative	, pp.otou	ITA Representative
Date		Date	·
Name		Name	
Approved		A ====================================	
Approved	LADWP Representative	Approved	LADWP
	,		Director of Fiber Optic Enterprise
Date	THE PARTY OF THE P	Date	

Appendix F - Service Record v051408 Page 1 of 2

Notes	Payment received for service through 12/31/08. Total Dus" shown is for service between 01/01/09 through 06/30/09. To be paid through Fiber Optic Infrastructure Consolidation Agreement (Consolidation Agreement).	Payment received for service through 12/31/08. Total Due" shown is for service between 01/01/09 through 09/30/09. To be paid through Consolidation Agreement	To be paid through Consolidation Agraement.	To be paid through Consolidation Agreement.	To be paid through Consolidation Agreement.	To be paid through Consolidation Agreement.	To be paid through Consolidation Agreement.
Total Due for FY 08-09	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$6,000	\$7,240
NRC	N/A	N.	N/A	N/A	A N	K N	§
ARC	N/A	NA A	NA	N/A	≸	\$6,000	\$7,240
B RC	8000	\$500	\$250	\$250	\$250	\$500	≨
ĥ	· ·	-	-	-	•	-	-
Service Type	100 Mbps	100 Mbps	10 Mbps	10 Mbps	10 Mbps	100 Mbps	100 Mbps Pole Usage Colocation Power Charge
Service End Date	07/31/08	07/31/08	97/31/08	07/31/09	08/30/08	08/30/10	01/31/10
Service Start Date	08/01/08	08/01/06	04/01/04	04/01/04	03/20/08	70/10/60	02/01/07
Point B	ITA Network Interconnection Room M-1 111 N. Hope St. Los Angelas, CA 80012	One Wilshire Meet-Me- Room 824 S. Grand Ave. Los Angeles, CA 90017	ITA Network Interconnection Room M1 111 N. Hope St. Los Angeles, CA 90012	ITA Network Interconnection Room M-1 111 N. Hope St. Los Angeles, CA 90012	Central Library Electric Meter Room 630 W. Filth St. Los Angeles, CA	ITA Network ITARODINEGION Roem M-1 111 N. Hope St. Los Angeles, CA 90012	111 N. Hope St Room A20 Los Angeles, CA
Point A	Electrical Service Entry 2800 East Observatory Road Los Angeles, CA 80027	Electrical Service Entry 2800 East Observatory Road Los Angeles, CA 90027	Adm Bldg — Telecom Room 5333 Zoo Drive Los Angeles, CA 80027	Adm Bldg – Telecom Room 5333 Zoo Drive Los Angeles, CA 90027	Watte Library 10205 S. Central Ave. Los Angeles, CA	Hyperion Treatment Facility 12000 Vista del Mar Pleya del Rey, CA	9615 S. Central Ave. Telecom Room Los Angeles, CA
Serviced Department	Parks & Roc – Griffith Park Observatory	Parks & Rec – Grifflih Park Observatory	Parks & Recression Los Angeles Zoo	Perks & Rec - Los Angeles Zoo	Ubrary Watte Branch	Sanitation - Hyparion	LAPD – Jorden Downs
LADWP Circuit ID No.	1130132	LL30133	(Voice)	LL:30111 (Cata)	LL30138	LL30131	11.30148
ITA Jab Order No.	NA	NIA	NA	N/A	NIA	N/A	NIA
ite E	-	2	М	. AG	END	A ITE	М J -

MRC - Monthly Recurring Charge; ARC - Annual Recurring Charge; NRC - Non-Recurring Charge

1	1		1	1	1		
Notes	Total Dus" shown Includes \$5,000 ARC plus \$9,000 NRC. To be paid through Consolidation Agreement.	Payment received for service through 12/31/03. Total Due's shown equals the balance due for FY 08-09. To be paid through Consolidation Agreement.	Total Due* amount equals ann maintenance are are are are are of \$500 (bng 07/01/09) plus fiber usage fee of \$1. To be paid through Consolidation Agreement.	Total Due" amount equals amuel amidificance detage of \$700 (toginning 07/01/08) plus fiber usege se of \$1. To be peld through Consolidation Agreement.	Total Due' is for service provided between 07/01/08 and 06/30/09. To be paid through Consolidation Agreement.	"Total Due" is for service provided between 07/01/08 and 06/30/09, plus NRC. To be paid through Consolidation Agreement.	Total Due" is for service provided between 07/01/08 and 06/30/09. To be paid through Consolidation Agre?
Total Due for FY 08-09	\$15,000	\$16,721.50	\$604	\$701	\$1,601	\$10,601	\$108,129
NRC	000'6\$	Paid	Pald	Pald	\$21,000	\$8,000	N/A
ARC		\$33,443	\$80	\$701	\$1,601	\$1,801	\$108,128
MRC	\$600	¥.	NIA	N/A	¥N.	NA NA	N.
à	-	Refer to IRU-01	Refer to IRU-02	Refer to IRU-03	4 Strands	2 Strands	Refer to App. F-1
Service Type	100 Mpps	Dark Fiber	Dark Fiber	Dark Fiber	Dark Fiber	Dark Fiber	Dark Fiber
Service End Date	90/36/08	11/23/17	04/04/35	08/15/35	11/30/12	06/30/13	See Note [1]
Service Start Date	07/01/08	11/24/87	91,701,005	08/16/05	12/01/07	07/0/1/08	07/01/08
Point B	ITA Network Interconnection Room M-1 111 N. Hope St. Los Angeles, CA 80012	Refer to IRU-01	Refer to IRU-02	Refer to IRU-03	Manhole MH1499B. COR, 1D 1284001, located at infersection of Ownerd Street and Van Nuys Bouleverd, Ven Nuys, CA	Room A-20 111 N. Hops St. Los Angeles, CA	Refer to Appendix F-1
PointA	Hyperion Treatment Facility 12000 Vista del Mar Piaya del Rey, CA	Refer to IRU-01	Refar to IRU-02	Refer to IRU-03	Communications Room 7870 Nollsn Place Panorama City, CA	IS 1134 3700 Wilshire Bivd. Los Angeles, CA	Refer to Appendix F-1
Serviced Department	Bureau of Englisesring – Hyperion	LAPD	ГАРБ	LAPD	LAPD – Weel Valley Traffic division	Office of Finance	Various
LADWP Circuit ID No.	To be provided	IRU-01	IRU-02	IRU-03	LL00493	CELL COMPANY	Refer to attached Appendix F-1
ITA Job Order No.	W	NIA	¥ _M	NIA	¥N.	N/A	ITA Fiber Transferred to LADWP Ihrough Consolidation Agreement
	6 0	55	10	=	ÄGEN	βΔ ΙΊ	ËM J -

MRC - Monthly Recurring Charge; ARC - Annual Recurring Charge; NRC - Non-Recurring Charge

Notes: [1] - 25 year term, beginning 07/01/08, with an option to renew for an additional 25 years; or the life of the fiber, whichever occurs first.

Appendix F-1

Fiber Systems Being Acquired from ITA:

"DOT" Cable From	То	Number of Fibers	Length (Miles)	Eibon in i loo
Ventura & Balboa	Ventura & Sherman Oaks	48	1.97	<u>Fibers in Use</u> 18
Ventura & Sherman Oaks	Sepulveda & Nebraska	48	9.03	18
Sepulveda & Nebraska	Missouri & Cotner	48	0.21	18
Copalitoda a Mosiacka	MIDDOUT & COLICE	· ·	0.2 :	10
M70/Verizon				
<u>From</u>	<u>To</u>	Number of Fibers	Length (Miles)	Fibers in Use
6th & Spring	1st & Broadway North on SPR to Woodley	4	0.69	0
1st and Broadway	and Blythe	4	24.81	0
North on SPR to Woodley and Blythe	Sepulveda & Wilshire	4	14.51	0
Sepulveda & Wilshire	6th & Spring	4	18.50	0
				0
Sepulveda & Wilshire	Century & Airport	4 .	9.96	0
Woodley & Roscoe	Sepulveda & Wilshire	4	14	0
From	<u>To</u> ·	Fibers in Cable	<u>Miles</u>	ITA fiber usage
Temple & Alameda	Anaheim & Henry Ford	96	19,22	8
Lynwood Station	Sepulveda & El Segundo	72	10.86	0
The Old Road	Temple & Alameda	96	29.61	2
Prop M - LAPD Dual Dispatch Centers				•
Valley Dispatch Center (Roscoe & Lena)	Roscoe & Wilbur	96	5.00	4
Metro Dispatch Center	Temple and Los Angeles	24	0.20	14
CHE	Temple and Los Angeles	96	0.25	52
Metro Dispatch Center	CHE	24	0.25	16
Prop Q Personnel Medical Svcs. Div.				
432 Temple Street	Temple & Alameda	24	0.10	4
<u>ITA</u>				
CHE (6SM/24MM)	120 San Pedro	6	0.25	6
CHE ·	1st & Broadway	12	0.19	0
Temple & Vignes	Piper Tech	72	0.56	10
Temple & Vignes	700 E. Temple	24	0.06	6
Casitas & Carillon	2526 Fletcher	24	0.28	8
CHE	100 N. Main (Caltrans/DOT)	96	0.25	6
SPCH	PORTLA	24	0.25	8

Appendix G: Price List

Price List for Agreement No. FO-371-07/2005 is under seal within the office of the . Board of Department of Water and Power Commissioners of the City of Los Angeles

Appendix H: Service Level Agreement (Page 1 of 3)

This Service Level Agreement (SLA) is part of the Master Agreement for Communications Transport Services between ITA and LADWP. Specific Service Levels will be defined in each Service Request Form, if they are different than the SLA defined herein.

1. SERVICE COMMITMENT

As part of its commitment to provide reliable, high-quality communications services, LADWP offers the following guarantees:

- Availability Guarantee
- Latency Guarantee
- Packet-loss Guarantee

If LADWP fails to meet any of these guarantees, it will provide ITA with a Service Credit, as set forth below in this Service Level Agreement.

Appendix H: Service Level Agreement (Page 2 of 3)

Service Level Agreement

Availability - Applies to Ethernet, Video, and Dark Fiber Service

The LADWP guarantees 99.9 percent Network Availability, as calculated from the ingress to and egress from the LADWP Network.

The LADWP will issue credit allowances for service unavailability as set forth below upon ITA's written request, which credit shall appear on the next invoice following processing. A service unavailability event begins when ITA reports the service unavailability to the appropriate LADWP trouble-reporting phone number, which opens a trouble ticket, and ends when the affected circuit is fully operational, as evidenced by the closing of the trouble ticket. No credit will be given for unavailability events that are (a) caused by ITA or an end user; (b) due to failure of power or equipment provided by ITA or third parties; (c) during any period in which LADWP is not given access to the Service premises; (d) part of a planned outage for maintenance; or (e) due to a force majeure event.

Service credits shall be calculated monthly as an aggregate of all Service Unavailability events, in accordance with the following:

Service unavailable < 44 minutes:	No Service Credit
Service unavailable > 44 minutes:	Credit equal to 1/2 of the monthly recurring charge

Credit shall apply only to service charges and will not apply to cost recovery charges.

Appendix H: Service Level Agreement (Page 3 of 3)

Latency – Applies to Ethernet Service

The LADWP's Latency Guarantee is average round-trip transmissions of 75 Milliseconds or less between LADWP-selected POP endpoints within LADWP's network. Latency shall be measured by averaging samples taken during a calendar month between these endpoints. If LADWP fails to meet the Latency Guarantee (based on monthly averages), ITA shall be entitled to a credit to ITA's account for one-thirtieth (1/30) of the recurring Monthly Charge for the Service. The ITA must request a credit in writing, and all ITA credit requests must be received by LADWP by the tenth (10th) day of the month after the infraction occurred.

Credit shall apply only to service charges and will not apply to cost recovery charges.

No credit will be made if failure to meet the Latency Guarantee is attributable to those events that are (a) caused by ITA or an end user; (b) due to failure of power or equipment provided by ITA or third parties; (c) during any period in which LADWP is not given access to the Service premises; (d) part of a planned outage for maintenance; or (e) due to a force majeure event.

Packet Loss – Applies to Ethernet Service

The LADWP's Packet Loss Guarantee is averaged between LADWP-selected POP endpoints within LADWP's network. LADWP guarantees that packet loss during any calendar month will not exceed one (1) percent (based on monthly averages). If LADWP fails to meet the Packet Loss Guarantee, ITA shall be entitled to a credit to ITA's account for one-thirtieth (1/30) of the recurring Monthly Charge for the Service. The ITA must request a credit in writing, and all ITA credit requests must be received by LADWP by the tenth (10th) day of the month after the infraction occurred.

Credit shall apply only to service charges and will not apply to cost recovery charges.

No credit will be made if failure to meet the Packet Loss Guarantee is attributable to those events that are (a) caused by ITA or an end user; (b) due to failure of power or equipment provided by ITA or third parties; (c) during any period in which LADWP is not given access to the Service premises; (d) part of a planned outage for maintenance; or (e) due to a force majeure event.

Appendix I: Trouble Reporting Procedures

The LADWP maintains its fiber optic network (cable System) in accordance with industry standards. Should trouble with the service arise, please call the following number:

LADWP Telecommunications Trouble Number: (213) 367-2225 (367-CABL) (24 hours)

This is the number of LADWP's Network Operations Center (NOC). The NOC will escalate continuing troubles to LADWP's management.

Upon clearance of the trouble, the NOC will notify the trouble-reporting location of clearance and reason for the trouble.

The LADWP shall be on site and begin investigating and correcting the reported condition within four (4) hours of notification and will provide ITA with progress reports at four (4) hour intervals.

Appendix J: Contacts (Page 1 of 2)

ITA - Network	Operating Center	ITA - Primary Technical Contacts		
NAME:	David Ryan	NAME:	Frank Gonzalez	
	200 N. Main Street Il East, P4-C403, MS 455 ngeles, California 90012	ADDRESS:	200 N. Main Street City Hall East, 13 th floor MS 232 Los Angeles, California 90012	
PHONE NO.:	213 978-6622	PHONE NO.:	213 978-4032	
FAX NUMBER:	213 978-6737	FAX NUMBER:	213 978-4067	
EMERGENCY PH. NO	213 978-6744	EMERGENCY	PH. NO.:	
EMAIL:	david.ryan@lacity.org	EMAIL:	frank.gonzalez@lacity.org	

ITA - Seco	ndary Technical Contacts	ITA - Secondary Technical Contacts		
NAME:	Bruce Smith	NAME:	Wilmore Villanueva	
ADDRESS: Cit	200 N. Main Street Hall East, Suite 1400 MS 232 Los Angeles, California 90012		200 N. Main Street Il East, Suite 1400 MS 232 Angeles, California 90012	
PHONE NO.:	213 473-9973	PHONE NO.:	213 978-3099	
FAX NUMBER:	213 978-3310	FAX NUMBER:	213 978-4067	
EMERGENCY PH. NO.:		EMERGENCY PH. N	······································	
EMAIL:	bruce.smith@lacity.org	EMAIL: Wiin	nore.Villanueva@lacity.org	

ITA - Busines	ss Office Contact – Billing	ITA - Business Office Contact		
NAME:	Tita Zara	NAME:	Eva Bitar	
	200 N. Main Street Hall East, Suite 1400, MS 232 Los Angeles, California 90012		200 N. Main Street all East, Suite 1400, MS 232 os Angeles, California 90012	
PHONE NO.:	213 978-3346	PHONE NO.:	213 978-3322	
FAX NUMBER:	213 978-3310	FAX NUMBER:	213 978-3310	
EMAIL:	<u>Tita.Zara@lacity.org</u>	EMAIL:	Eva.Bitar@lacity.org	

Appendix J: Contacts (Page 2 of 2)

LADWP - N	etwork Operating Center	LADWP - Primary Technical Contacts		
NAME:	Mark Shiokari	NAME: John Ma		
ADDRESS:	111 North Hope Street Room 214 Los Angeles, California 90012	ADDRESS: 1	11 North Hope Street Room 251 les, California 90012	
PHONE NO.:	213 367-3333	DAYTIME PHONE NUMBE	R: 213 367-3205	
FAX NUMBER:	213 367-3330	FAX NUMBER:	213 367-0255	
EMERGENCY PH	H. NO.: 213 367-3333	EMERGENCY PH. NO.:	213 798-6942	
EMAIL:	Mark.Shiokari@ladwp.com	EMAIL: J	ohn.Ma@ladwp.com	

LADWP - Secondary Technical Contacts		LADWP - Secondary Technical Contacts			
NAME:	Van Van I				
IVAIVIE.	Kay Kwok		NAME:	Richard Tam	•
ADDRESS:	111 North Hope S Roon Los Angeles, California 9	n 251	ADDRESS:		orth Hope Street Room 251 California 90012
PHONE NO.:	213 367-	1390	PHONE NO.:		213 367-5079
FAX NUMBER:	213 367-	0255	FAX NUMBER:	***************************************	213 367-0255
EMERGENCY H	PH. NO.: 213 367-	3333	EMERGENCY P	PH. NO.:	213 216-4505
EMAIL:	Kay.Kwok@ladwp.	.com	EMAIL:	Richard.1	am@ladwp.com

LADWP- Bus	iness Office Contact – Billing	LADWP – Director, Fiber Optic Enterprise		
NAME:	Maria Romasanta	NAME:	Nathan Look	
ADDRESS:	111 North Hope Street Room 251 Los Angeles, California 90012	ADDRESS:	111 North Hope Street Room 251 Los Angeles, California 90012	
PHONE NO.:	213 367-2611	PHONE NO.:	213 367-2426	
FAX NUMBER:	213 367-0255	FAX NUMBER:	213 367-0255	
EMAIL:	Maria.Romasanta@ladwp.com	EMAIL:	Nathan.Look@ladwp.com	

AGENDA ITEM J - ENCLOSURE

Appendix K: List of Authorized ITA Signatures

The following individuals are authorized to approve Service Requests and Job Orders:

Randi Levin
Kamton Joe
Gene Gamachi
Omotayo Ige
Robert Bruce Smith
Greg Wnuck
Ken Lam
Lloyd Lau
Frank Gonzalez
Anne Wu

All Service Requests which do not have one of the above authorized signatures must be returned to the requestor without action.

If you require additional information or have any questions please contact Eva Bitar at (213) 978-3322.

The General Manager of ITA may modify this List of Authorized Signatures at any time, in writing.

EXHIBIT G

FIBER OPTIC PERFORMANCE SPECIFICATIONS

- 1. Standard Single Mode Fiber Specifications and Fiber Performance Specifications
 - (a) GENERAL

The Seller System optical fiber shall be Standard Single Mode Fiber (SSMF). SSMF shall be compliant with ITU-T Recommendation G.652. The optical fibers shall be Corning SMF-28.

(b) TERMS AND DEFINITIONS

For the purposes of this Fiber Specification, the definitions given in ITU-T Recommendation G.650 apply.

(c) ABBREVIATIONS

This Fiber Specification uses the following abbreviation:

GPa = Gigapascals, where 1 GPa is equivalent to 1 GN/m²

- (d) FIBER CHARACTERISTICS
 - MODE FIELD DIAMETER
 The nominal mode field diameter at 1550 nm shall lie within the range of 9.5 μm and 11.5 μm.
 - (ii) CLADDING DIAMETER

 The nominal value of the cladding diameter is 125.0 μm . The cladding deviation will not exceed the limits of \pm 1 μm , except in cases where other tolerances are more appropriate due to particular jointing techniques and joint loss requirements.
 - (iii) MODE FIELD DIAMETER/CLADDING CONCENTRICITY ERROR The mode field diameter shall be 9.2 +/- 0.5 μ m and the concentricity error at 1550 nm shall not exceed 0.7 μ m.
 - (iv) CLADDING NON-CIRCULARITY

 The cladding non-circularity of the fibers shall not exceed 1%, except in cases where other tolerances are more appropriate due to particular jointing techniques and joint loss requirements.
 - (v) BEND PERFORMANCE
 The loss increase for 100 turns of fiber, wound with 75 mm radius and measured at 1550 nm, shall not exceed 0.10 dB.
 The loss increase for 1 turn of fiber, wound with 32 mm radius and measured at 1550 nm, shall not exceed 0.50 dB.

(e) MATERIAL PROPERTIES OF THE FIBER

- (i) PROOF TEST

 The specified proofstress shall be at least 0.70 GPa.
- (ii) OPERATING TEMPERATURE RANGE
 The fiber's operating temperature range is between -60° C and + 85° C.

(f) FACTORY LENGTH SPECIFICATIONS

This clause (f) describes the specifications relevant to transmission characteristics of cabled factory lengths. Environmental and test conditions are paramount and are described in ITU-T's guidelines for test methods.

(i) ATTENUATION COEFFICIENT

The attenuation coefficients of the fiber shall be as follows:

At 1310 nm, the attenuation coefficient shall not exceed 0.35 dB/km.

At 1550 nm, the attenuation coefficient shall not exceed 0.25 dB/km.

(g) FIBER PERFOMANCE SPECIFICATIONS

- (i) All splices will be performed with an industry-accepted fusion-splicing machine. The objective for each individual loose tube fusion splice within a span shall be an average bi-directional loss of 0.15 dB or less. For example, if a given loose tube span has 10 splices, each fiber shall have a total bi-directional loss (due to the 10 splices) of 1.5 dB or less. Individual bi-directional loss values for each splice will be reviewed for high losses, which may indicate splice instability.
- (ii) The acceptance standard for each strand of fiber in the Seller System shall be an average bi-directional installed loss of 0.25 dB/km or less across each span.

(h) FIBER ACCEPTANCE TESTING AND FIBER PERFORMANCE SPECIFICATIONS

Buyer shall perform fiber testing as described below on the Seller. Each "span" shall be defined in the documentation included in the Seller's package. In-service (traffic carrying) fibers will not be tested prior to Acceptance. Acceptance of a span by the Seller shall be an acknowledgement by the Seller that all Fibers comply with all performance criteria contained herein. The criteria below shall also be used to determine the specifications in relation to performance specifications of the Seller System.

(i) Splicing:

All splices will be performed with an industry-accepted fusion-splicing machine. The objective for each individual loose tube fusion splice within a span shall be an average bi-directional loss of 0.15 dB or less. For example, if a given loose tube span has 10 splices, each fiber shall have a total bi-directional loss (due to the 10 splices) of 1.5 dB or less. Individual bi-directional loss values for each splice will be reviewed for high losses, which may indicate splice instability.

(ii) Power Meter and Light Source Testing:

Provided that the strands of fiber optics are terminated at a fiber distribution panel at both end points of a span, power meter light source (PMLS) testing will be conducted. Installed loss measurements at 1550nm will be recorded using an industry-accepted laser source and power meter. Continuity testing (checking for "frogging") will be done on all the Seller System.

(iii) OTDR Testing:

Optical time domain reflectometer ("OTDR") measurements will be taken in both directions at 1550nm and splice loss measurements will be analyzed. GN Nettest Laser Precision format, GR 196 format, or a similar format will be used on all traces. OTDR traces will be saved in a standard file naming convention.

(iv) Acceptance Standards:

The acceptance standard for each strand of fiber in the Seller System shall be:

An average bi-directional installed loss of: ≤0.35 dB/km @ 1310nm and ≤0.25dB/km @1550 nm across each span.

Chromatic dispersion: < 17ps/(nm-km)

Fiber Polarization Mode (PMD) dispersion: $<\frac{0.5 \text{ ps}}{\sqrt{\text{km}}}$

Optical return loss: < -30dB

Differential fiber loss (any two fibers in the same cable same length): ≤ 2dB

EXHIBIT H

WHEN RECORDED, MAIL TO:

Department of Water and Power Real Estate Business Group P.O. Box 51111, Room 1208 Los Angeles, CA 90051-0100

TRANSFER OF JURISDICTION AND CONTROL

THE CITY OF LOS ANGELES, a municipal corporation, hereby transfers jurisdiction and control unto the DEPARTMENT OF WATER AND POWER, for and in consideration of \$______ the certain real property owned by the City of Los Angeles and under the management and control of the Department of Water and Power in the City of Los Angeles, County of Los Angeles, State of California, more particularly described as:

PIPELINE ROUTE: 10-INCH AND 16-INCH PIPELINE (M-70)

SEGMENT "A"

A single line of pipe beginning at a point on the northern Los Angeles County - Los Angeles City Boundary Line in Sierra Highway at a point approx. 1,100 feet easterly of the intersection of Sierra Highway and the Antelope Valley Freeway (RTE. 14), thence from a point 37.37 feet westerly of the centerline of Sierra Highway (100 feet in width), pipeline runs in a southerly direction a distance of (1,727 feet) to a point crossing said highway entering a 20 foot utility easement.

Drawing Nos. 4-A-1707B-1708
TOTAL FOOTAGE OF 10-INCH PIPELINE (90 FEET)
TOTAL FOOTAGE OF 16-INCH PIPELINE (1,697 FEET)

SEGMENT ONE:

A single line of pipe beginning at a point on a line that is 23.80 feet North of the centerline of San Fernando Road (60 feet in width) and approximately 1552 feet West of the centerline of Balboa Blvd. Connector Road, City of Los Angeles, Thence easterly along said line a distance of (2,173 feet) southerly to the intersection of San Fernando Road and Balboa Blvd. (vacated)

Drawing Nos. 4-A-1709-1709A TOTAL FOOTAGE OF 10-INCH PIPELINE (1,486 FEET) TOTAL FOOTAGE OF 16-INCH PIPELINE (684 FEET)

SEGMENT THREE:

A single line of pipe beginning at a point leaving private property on a line that is 30 feet northeasterly of the centerline of Woodley Ave. (60 feet in width), Thence crossing said centerline to a point 13 feet westerly of said centerline near the intersection of Woodley Ave. and Nanette Street. Thence pipeline runs southerly along said line, a distance of (4,344 feet) to the intersection of Woodley Ave. and Gerald Ave. (50 feet in width). Thence at a point 16 feet southerly of the centerline of Gerald Ave. pipeline runs South (3119 feet) to the intersection of Gerald Ave. and Barneston Street (60 feet in width). Then at a point 18 feet northerly of the centerline of Barneston Street, pipeline runs easterly to a point (377 feet) where line crosses the centerline of said street to a point 14 feet South of said centerline, thence pipeline continues in a easterly direction for a distance of (511 feet) to the intersection of Barneston Street and Odessa Ave. (60 feet in width). Thence at a point 14 feet West of the centerline of Odessa Ave., pipeline runs South a distance of (843 feet) to the intersection of Odessa Ave. and Armstead Street (60 feet) in width). Thence at a point 14 feet south of the centerline of Armstead Street, pipeline runs East a distance of (636 feet) to the intersection of Armstead Street and Gothic Avenue (60 feet in width). Thence at a point 14 feet West of the centerline of Gothic Ave., pipeline runs South a distance of (1,041 feet) to the intersection of Gothic Ave. and Rinaldi Ave. (100 feet in width). Thence at a point approx. 27 feet North of the centerline of Rinaldi Street, pipeline runs East a distance of (1,380 feet) to the intersection of Rinaldi Street and Woodley Ave. (100 feet in width). Thence at a point approx. 36 feet East of the centerline of Woodley Ave., pipeline runs southerly to a point (22,906 feet) to a point leaving L.A. City street jurisdiction, entering Mobil private property.

Drawing Nos. 4-A-1710B-1716 and 4-A-613-622A TOTAL FOOTAGE OF 10-INCH PIPELINE (35,056 FEET)

SEGMENT FOUR:

A single line of pipe beginning at a point leaving Mobil private property entering L.A. City street jurisdiction said line is approx. 30 feet East of the centerline of Woodley Ave. (100 feet in width) and approx. 367 feet North of the intersection of Woodley Ave. and Strathern Ave., Thence pipeline runs southerly along the centerline of Woodley Ave. a distance of (5,198 feet) to a point where pipeline crosses said centerline to a point 30 feet West of said centerline a distance of (8,186 feet) to a point where pipeline leaves City of Los Angeles jurisdiction and enters Corp. of Engineers property.

Drawing Nos. 4-A-622A-629
TOTAL FOOTAGE OF 10-INCH PIPELINE (11,095 FEET)
TOTAL FOOTAGE OF 16-INCH PIPELINE (2,219 FEET)

SEGMENT SIX:

A single line of pipe beginning at a point approx. 14 feet North of the intersection of Woodley Ave. and Magnolia Ave., thence at a point 13 feet West of said centerline of Woodley Ave. pipe runs southerly along Woodley Ave. a distance of (3,153 feet) to the intersection of Woodley Ave. and Ventura Blvd. (100 feet in width), Thence a point approx. 32 feet South of the centerline of Ventura Blvd., pipeline runs easterly along said centerline a distance of (4,557 feet) to the intersection of Ventura Blvd. and Sherman Oaks Ave. Thence at a point 35 feet East of the centerline of Sherman Oaks Ave., pipe runs South a distance of (2,135 feet) to the intersection of Sherman Oaks Ave. and Fiume Walk (50 feet in width). Thence at a point 17 feet southerly of centerline of Fiume Walk, pipe runs (294 feet) to the intersection of Fiume Walk and Sepulveda Blvd. (100 feet in width). Thence at a point approx. 24 feet northerly of the centerline of Sepulveda Blvd. pipe runs southerly crossing said centerline at various locations a distance of approx. (40,915) leaving Los Angeles City limits enter L.A. County.

Drawing Nos. 4-A-631 -651 TOTAL FOOTAGE OF 10-INCH PIPELINE (28,007 FEET) TOTAL FOOTAGE OF 12-INCH PIPELINE (19,272 FEET) TOTAL FOOTAGE OF 16-INCH PIPELINE (3,654 FEET)

SEGMENT SEVEN:

A single line of pipe 17 feet easterly of the centerline of Sepulveda Blvd. (100 feet in width) and 45.6 feet northerly of the intersection of Sepulveda Blvd. and Constitution Ave., thence pipeline runs southerly a distance of (3,626 feet) to the boundary of L.A. County/Los Angeles City limits.

Drawing Nos. 4-A-651-652
TOTAL FOOTAGE OF 10-INCH PIPELINE (1,787 FEET)
TOTAL FOOTAGE OF 16-INCH PIPELINE (1,839 FEET)

SEGMENT EIGHT:

A single line of pipe beginning at a point on a line that is approx. 31 feet easterly of the centerline of Sepulveda Blvd. (100 feet in width) and approx. 798 northerly of the intersection of Sepulveda Blvd. and Ohio Ave. Thence in a southerly direction, pipeline runs along said centerline of Sepulveda Blvd. a distance of (7,554 feet) to the intersection of Sepulveda Blvd. and Exposition Blvd. (50 feet in width). Thence at a point approx. 1 feet North of the centerline of said street, pipeline runs in an easterly direction (946 feet) to a point approx. 6 feet North of the centerline of Military Avenue (60 feet in width). Thence southerly on said along said centerline of said street a distance (2,318 feet) to a point 10 feet south of the centerline of Sproul Avenue a distance (631 feet) to a point 11 feet east of the centerline of Veteran Avenue (60 feet in width). Thence southerly along said centerline of Veteran Avenue a distance (5.170 feet) to a point 15 feet north of the centerline of Charnock Road (60 feet in with). Thence easterly along the centerline of Charnock Road a distance (619 feet) to a point 5 feet east of the centerline of Midvale Avenue (40 feet in width). Thence southerly along the centerline of Midvale Avenue to the southerly boundary line of the City of Los Angeles and the northerly boundary line of the City of Culver City a distance (1,748 feet). End of pipeline to be quitclaimed to the City of Los Angeles.

Drawing Nos. 4-A-652-660 TOTAL FOOTAGE OF 10-INCH PIPELINE (14,747 FEET) TOTAL FOOTAGE OF 16-INCH PIPELINE (4,065 FEET)

SEGMENT NINE

Adopted

Approved _

Ordinance No.

Council File No.

A single line of pipe beginning at a point (26 feet) northerly of the centerline of Sawtelle Blvd. (90 feet in width), and (92 feet) West of the intersection of Sawtelle Blvd. and Braddock Drive. Thence in a easterly direction pipeline runs parallel to the centerline of Sawtelle Blvd. a distance of (approx. 2,776 feet) to a point east of the Ballona Creek Channel where the Los Angeles and Culver City boundary line terminates.

Drawing Nos. 4-A-663-665 TOTAL FOOTAGE OF 10-INCH PIPELINE (2,776 FEET)

OVERALL PIPELINE FOOTAGE:

TOTAL FOOTAGE OF 10-INCH PIPELINE = 102,914 FEET

TOTAL FOOTAGE OF 12-INCH PIPELINE = 19,304 FEET

TOTAL FOOTAGE OF 16-INCH PIPELINE = 23,071 FEET

TOTAL PIPELINE FOOTAGE TO BE QUITCLAIMED TO L.A. CITY = 145,289 FT.

Dated: ______ THE CITY OF LOS ANGELES

	Mayor
ATTEST:	
,	DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES BY BOARD OF WATER AND POWER COMMISSIONERS OF THE CITY OF LOS ANGELES
	ByPRESIDENT
	AndSecretary
Authorized: Resolution No.	•

AGENDA ITEM J - ENCLOSURE

WHEN RECORDED, MAIL TO:

Department of Water and Power Real Estate Business Group P.O. Box 51111, Room 1031 Los Angeles, CA 90051-0100

ASSIGNMENT OF INTEREST

THE CITY OF LOS ANGELES, a municipal corporation, hereby assigns and transfers in accordance with the Charter of the City of Los Angeles, section 602(b), unto the DEPARTMENT OF WATER AND POWER of the City of Los Angeles (Department), a department organized and existing under the Charter of the City of Los Angeles, for the valuable consideration, all right, title and interest to those certain easements and rights of way in the County of Los Angeles, State of California, more particularly described as follows:

PIPELINE ROUTE: 10-INCH AND 16-INCH PIPELINE (M-70)

SEGMENT "A"

A single line of pipe beginning at a point on the northern Los Angeles County-Los Angeles City Boundary Line in Sierra Highway at a point approx. 1,100 feet easterly of the intersection of Sierra Highway and the Antelope Valley Freeway (RTE. 14), thence from a point 37.37 feet westerly of the centerline of Sierra Highway (100 feet in width), pipeline runs in a southerly direction a distance of (1,727 feet) to a point crossing said highway entering a 20 foot utility easement.

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TOTAL FOOTAGE OF 10-INCH PIPELINE (90 FEET)

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A single line of pipe beginning at a point on a line that is 23.80 feet North of the centerline of San Fernando Road (60 feet in width) and approximately 1552 feet West of the centerline of Balboa Blvd. Connector Road, City of Los Angeles, Thence easterly along said line a distance of (2,173 feet) southerly to the intersection of San Fernando Road and Balboa Blvd. (vacated)

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A single line of pipe beginning at a point leaving private property on a line that is 30 feet northeasterly of the centerline of Woodley Ave. (60 feet in width). Thence crossing said centerline to a point 13 feet westerly of said centerline near the intersection of Woodley Ave. and Nanette Street. Thence pipeline runs southerly along said line, a distance of (4,344 feet) to the intersection of Woodley Ave. and Gerald Ave. (50 feet in width). Thence at a point 16 feet southerly of the centerline of Gerald Ave. pipeline runs South (3119 feet) to the intersection of Gerald Ave, and Barneston Street (60 feet in width). Then at a point 18 feet northerly of the centerline of Barneston Street, pipeline runs easterly to a point (377 feet) where line crosses the centerline of said street to a point 14 feet South of said centerline, thence pipeline continues in a easterly direction for a distance of (511 feet) to the intersection of Barneston Street and Odessa Ave. (60 feet in width). Thence at a point 14 feet West of the centerline of Odessa Ave., pipeline runs South a distance of (843 feet) to the intersection of Odessa Ave. and Armstead Street (60 feet) in width). Thence at a point 14 feet south of the centerline of Armstead Street, pipeline runs East a distance of (636 feet) to the intersection of Armstead Street and Gothic Avenue (60 feet in width). Thence at a point 14 feet West of the centerline of Gothic Ave., pipeline runs South a distance of (1,041 feet) to the intersection of Gothic Ave. and Rinaldi Ave. (100 feet in width). Thence at a point approx. 27 feet North of the centerline of Rinaldi Street, pipeline runs East a distance of (1,380 feet) to the intersection of Rinaldi Street and Woodley Ave. (100 feet in width). Thence at a point approx. 36 feet East of the centerline of Woodley Ave., pipeline runs southerly to a point (22,906 feet) to a point leaving L.A. City street jurisdiction, entering Mobil private property.

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Drawing Nos. 4-A-631 -651

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TOTAL FOOTAGE OF 12-INCH PIPELINE (19,272 FEET)

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Drawing Nos. 4-A-652-660

TOTAL FOOTAGE OF 10-INCH PIPELINE (14,747 FEET)

TOTAL FOOTAGE OF 16-INCH PIPELINE (4,065 FEET)

SEGMENT NINE

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Drawing Nos. 4-A-663-665

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TOTAL FOOTAGE OF 16-INCH PIPELINE = 23,071 FEET

TOTAL PIPELINE FOOTAGE TO BE QUITCLAIMED TO L.A. CITY = 145,289 FT.

Together with all necessary or convenient means of ingress to and egress from said land and property for the purpose of exercising the rights herein granted.

Dated:

AUG 04 2010

THE CITY OF LOS ANGELES

Max

APPROVED AS TO FORM AND LEGALITY CARMEN A. TRUTANICH, CITY ATTORNEY

C. KUAN
COMM. # 1860312
NOTARY PUBLIC - CALIFORNIA O
LOS ANGELES COUNTY O
COMM. EXPIRES AUG. 7, 2013 7

JUL, 16, 2010

DEPUTY CITY ATTORNEY

ALL-PURPOSE ACKNOWLEDGMENT
STATE OF CALIFORNIA COUNTY OF Las Angeles SS.
On 8/4/10 before me, C. Kuan Notary Public, personally appeared Antonio Namon Villaraignsa
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 COMM. # 1860312 OF HOTARY PUBLIC - CALIFORNIA (I) LOS ANGELES COUNTY () COMM. EXPIRES AUG. 7, 2013

CERTIFICATE OF ACCEPTANCE

This is to certify that	the interest in real prop	erty conveye	ed by the deed or grant	
dated	from			•
to the City of Los Ang	geles, a municipal corp	oration, is he	ereby accepted by order of the	-
Board of Water and F	Power Commissioners	of the City of	Los Angeles by the	
undersigned officer of	n behalf of said Board	of Water and	d Power Commissioners of the	
City of Los Angeles p	oursuant to authority co	nferred by R	tesolution No. 008 256 of said	
Board adopted on Ju	ne 3, 2008, and the gra	antee conser	nts to the recordation thereof b	У
its duly authorized of	ficer.			
			1	
Dated 1/1/2010	•	Bv		
			AUSTIN BEUTNER	~~~
	•	i	Acting General Manager	

AUTHORIZED BY RES. 908 256 JUN 03 2008

ALL-PURPOSE ACKNOWLEDGMENT
STATE OF CALIFORNIA)
COUNTY OF Los Angeles) SS.
On <u>07/61/10</u> before me, <u>Sharon Dickinson</u> Notary Public, personally appeared <u>Austin Beutner</u>
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/s/re/they executed the same in his/her/their authorized capacity(jes), and that by his/per/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 Muranlickinson Signature Muranlickinson Signature Muranlickinson Los Angeles County My Comm. Expires Jun 11, 2013



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

June 4, 2015

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

Dear Directors:

APPROVE AMENDMENT NO. 12 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM – LAND MOBILE RADIO SYSTEM

SUBJECT

Board approval is requested to authorize the Executive Director to execute an amendment to Agreement No. LA-RICS 007 Los Angeles Regional Interoperable Communication System (LA-RICS) – Land Mobile Radio System (LMR System), to revise the Agreement to reflect (a) the shifting of Federal Communications Commission (FCC) Licensing Work and costs from Phase 3 (Supply LMR System Components) to Phase 1 (System Design); (b) an increase of FCC Licensing Work to contemplate the licensing of LMR subsystem frequencies at each of the applicable subsystem sites; (c) the inclusion of a bridge warranty for the Specified Equipment (Core 1, Core 2, repeater sites, Site on Wheels, and Station B Equipment) purchased under previously approved Amendments to bridge the warranty gap for this equipment until such time as Final LMR System Acceptance is achieved; and (d) to purchase portable radios, radio accessories, consolettes, and a control station (collectively, "Radio Equipment") for the Los Angeles County Sherriff Department's (Sheriff's Department) Aero Bureau for mutual aid purposes, substantially similar in form to the Enclosure.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Find that the approval and execution of Amendment No. 12 for the purchase of and use of Radio Equipment for Agreement No. LA-RICS 007 is exempt from review under the California Environmental Quality Act (CEQA) under CEQA

- Guidelines Section 15061 (b)(3), and is also not a project under CEQA pursuant to CEQA Guidelines Sections 15378(b)(2) and 15378(b)(5).
- 2. Approve Amendment No. 12 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement as follows:
 - (a) Shift all FCC Licensing Work and costs from Phase 3 (Supply LMR System Components) to Phase 1 (System Design) in the amount of \$284,041.
 - (b) Increase the FCC Licensing Work to contemplate the licensing of all LMR subsystem frequencies at each of the applicable subsystem sites in the amount of \$139,076.
 - (c) Include a bridge warranty for the Specified Equipment (Core 1, Core 2, repeater sites, Site on Wheels, and Station B Equipment) purchased under previously approved Amendments to bridge the warranty gap for this equipment until such time as Final LMR System Acceptance is achieved in the amount of \$647,533.
 - (d) Purchase Radio Equipment (quantity 45) for the Sherriff Department's Aero Bureau for mutual aid purposes in the amount of \$386,234.
- 3. Approve an increase to the total contract amount by \$1,172,843, increasing the Maximum Contract Sum from \$292,387,284 to \$293,560,127.
- 4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 12.
- 5. Delegate authority to the Executive Director to execute Amendment No. 12, in substantially similar form, to the enclosed Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize the Executive Director, on behalf of the Authority, to amend the Agreement with Motorola.

In light of recent discussions the Federal Emergency Management Agency (FEMA) regarding the environmental progress of the LMR System, the Authority in concert with the Jacobs and Motorola teams, have been working to identify activities that can be achieved while environmental clearances are being sought for LMR System construction to commence. One of the activities identified is securing the necessary FCC licensing for the frequencies contemplated in the resultant LMR System. Therefore, the Authority is recommending moving all the FCC Licensing Work from Phase 3 (Supply LMR System Components) into Phase 1 (System Design) to allow the Authority to authorize Motorola to commence these activities immediately. The shifting

of these costs from Phase 3 to Phase does not impact the Maximum Contract Sum as these costs have already been considered in the overall Maximum Contract Sum.

In addition to moving Phase 3 FCC Licensing Work into Phase 1, the Authority has identified the need to increase the scope in FCC Licensing Work to contemplate licensing all LMR System frequencies at all LMR System Sites as opposed to only licensing certain frequencies at certain LMR System Sites. The frequency plan established during the Design Review process will be utilized to license all frequencies assigned to a particular subsystem (e.g., all frequencies for the UHF T-band layer of the DTVRS will be licensed at each of the sites in the UHF T-band DTVRS subsystem design). This action will grant Motorola the ability to deploy frequencies in a manner that is flexible and can accommodate changes in the LMR System parameters and configurations that may occur during the final frequency plan and ultimate implementation. This recommended action will also contribute to the avoidance of potential delays and licensing expenses as we will be licensing all frequencies to be used at any LMR System Site. As this work was not previously contemplated in the Agreement, the enhanced scope will increase the Maximum Contract Sum.

In previous actions, your Board approved Amendments to the Agreement that authorized the Authority to purchase Specified Equipment, namely Core 1, Core 2, repeater sites, a Site on Wheels, and equipment to outfit the Sheriff's Department Station B vehicle. However, when this equipment was purchased, the Authority did not include scope or costs to warrant this equipment to bridge the gap until such time as Final LMR System Acceptance is achieved, wherein the LMR System Warranty Period will commence. As such, the Authority recommends pursuing the bridge warranty for this equipment to ensure this equipment is maintained until Final LMR System Acceptance is achieved. This bridge warranty work will increase the Maximum Contract Sum.

Currently the Sheriff Department's Aero Bureau, which includes its helicopter fleet, is operating on radios that will not be able to operate on the LMR System. As such, the Sheriff's Department is in the process of upgrading its helicopter fleet's radios. Radios for aircrafts such as these are highly specialized and require unique programming and installation for safe operation. The proposed Radio Equipment purchase will allow Aero Bureau personnel to communicate with airships that are outfitted with the new communications equipment. It should be noted that once the Aero Bureaus helicopter fleet's radios are upgraded with the new communication equipment, their current hand held radios will not have the capability to communicate with the air fleet. Therefore, the Authority is requesting to purchase a small quantity of Radio Equipment to ensure continued communications among Aero Bureau personnel and its air fleet.

The Sheriff Department's Aero Bureau provides mutual aid services to County contract cities, unincorporated areas, as well as other agencies that are in need of air support. As such, LA-RICS and all public safety agencies will benefit greatly from this recommended action and will enable the Aero Bureau to continue to provide the highest level of service to the residents of the Los Angeles County. If approved by your Board,

LA-RICS Board of Directors June 4, 2015 Page 4

this Radio Equipment purchase will utilize State Homeland Security Grant Program (SHSGP) grant funds.

FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 12 will increase the Maximum Contract Sum by \$1,172,843 and shall be fully reimbursed by the Urban Areas Security Initiative (UASI) grants and/or the SHSGP grants.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

ENVIRONMENTAL DOCUMENTATION

The activities covered by this Amendment No. 12, which include buying radio equipment, processing FCC applications and purchasing a bridge warranty for existing equipment, do not constitute a project under CEQA. These activities involve the purchase of supplies/equipment, and are organizational or administrative activities of government that will not result in direct or indirect physical changes in the environment pursuant to Sections 15378(b)(2) and 15378(b)(5) of the State CEQA Guidelines. It is also exempt from review under CEQA under Section 15061 (b)(3), in that there is no potential for causing a significant effect on the environment. No construction work or any other work involving the environment is being done under Amendment No. 12. Upon the Board's approval of the recommended actions, the Authority will file a Notice of Exemption with the County Clerk.

CONCLUSION

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

Respectfully submitted,

PATRICK J. MALLON EXECUTIVE DIRECTOR

PJM:JA:ih

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Enclosure

c: Counsel to the Authority

AMENDMENT NUMBER TWELVE

TO AGREEMENT NO. LA-RICS 007 FOR

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM – LAND MOBILE RADIO SYSTEM

Recitals

This Amendment Number Twelve (together with all exhibits, attachments, and schedules hereto, "Amendment No. 12") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of June ______, 2015, based on the following recitals:

Authority and Contractor have entered into that certain Agreement No. LA-RICS 007 for Los Angeles Regional Interoperable Communications System ("LA-RICS") – Land Mobile Radio System, dated as of August 15, 2013 (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 September 5, 2013, to exercise the Unilateral Option for all Work pertaining to Phase 1, without the Additive Alternates.

The Agreement has been previously amended by Amendment Number Two, effective as of October 29, 2013, to exercise the Unilateral Option for all Work pertaining to Project Descriptions in Phase 1 for the Bounded Area Coverage Additive Alternate.

The Agreement has been previously amended by Amendment Number Three, effective as of December 19, 2013, to, among other things, exercise the Unilateral Option for all Work pertaining to Contractor's provision and implementation of Specified Equipment (as defined in Amendment No. 3) increasing the Maximum Contract Sum to from \$280,354,954 to \$281,640,184.

The Agreement has been previously amended by Amendment Number Four, effective as of December 19, 2013, to, among other things, provide and implement under Phase 1 certain additional equipment referred to as "Station B Equipment" increasing the Maximum Contract Sum from \$281,640,184 to \$282,809,231.

The Agreement has been previously amended by Amendment Number Five, effective as of March 27, 2014, to, among other things, include license coordination fees, increasing the Maximum Contract Sum from \$282,809,231 to \$282,829,472.

The Agreement has been previously amended by Amendment Number Six, effective as of April 17, 2014, to, among other things, upgrade to the Los Angeles Police Department's Valley Dispatch Center's ("LAPDVDC") Uninterruptible Power Supply

("UPS") to accommodate the installation and deployment of Core 2 at this facility, increasing the Maximum Contract Sum from \$282,829,472 to \$282,897,618.

The Agreement has been previously amended by Amendment Number Seven, effective as of May 8, 2014, to, among other things, purchase portable radios, radio accessories, consolettes, and consoles; and to add a provision to address potential joint obligations of Authority and Contractor under the Antennae Lease Agreement dated April 17, 2014, between the City of Los Angeles, the Authority, and Contractor; increasing the Maximum Contract Sum from \$282,897,618 to \$288,074,669.

The Agreement has been previously amended by Amendment Number Eight, effective as of August 28, 2014, to purchase additional portable radios and radio accessories; increasing the Maximum Contract Sum from \$288,074,669 to \$291,745,675.

The Agreement has been previously amended by Amendment Number Nine, effective November 19, 2014, to (a) make changes necessary to reflect the removal of one (1) LMR System Site and all the Work and equipment associated with the removal of this site; (b) make the necessary changes to reflect Phase 1 Project Description Work only for twenty-six (26) potential replacement sites; (c) exercise the Unilateral Options for all Work pertaining to Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) for twenty-six (26) existing LMR System Sites; with no increase to the Maximum Contract Sum.

The Agreement has been previously amended by Amendment Number Ten, effective February 17, 2015, to (a) make the necessary changes to reflect Phase 1 Description Work for one (1) potential replacement site; (b) make changes necessary to reflect the removal of four (4) LMR System Sites and all the Work and equipment associated with these sites; (c) make changes necessary to reflect the inclusion of five (5) LMR System Sites and all the Work and equipment associated with these sites and exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) for these five (5) LMR System Sites; (d) exercise the Unilateral Options for all Work pertaining to Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) for eight (8) LMR System Sites currently contemplated in the Design; (e) allow for two power load studies to be conducted; and (f) make other certain changes as reflected in Amendment No. 10, increasing the Maximum Contract Sum by \$1,101,138, from \$291,745,675 to \$292,846,813.

The Agreement has been previously amended by Amendment No. Eleven, effective April 28, 2015, 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, and (d) make other certain changes as reflected in Amendment No. 11, all of which reduced the Maximum Contract Sum by \$459,529, from \$292,846,813 to \$292,387,284.

Authority and Contractor desire to further amend the Agreement to (a) make the necessary changes to reflect the shifting of FCC Licensing Work and costs from Phase 3 (Supply LMR System Components) to Phase 1 (System Design) in the amount of \$284,041; (b) make certain changes to reflect the increase of FCC Licensing Work to contemplate the licensing of LMR subsystem frequencies at each of the applicable subsystem sites all in the amount of \$139,076; (c) make the necessary changes to reflect the inclusion of a bridge warranty for the Specified Equipment (Core 1, Core 2, repeater sites, Site on Wheels, and Station B Equipment) previously purchased under Amendment No. 3 and Amendment No. 4, to bridge the gap in warranty for this equipment until such time as Final LMR System Acceptance is achieved in the amount of \$647,533; and (d) to purchase portable radios, radio accessories, consolettes, and a control station for the Los Angeles Sherriff's Department Aero Bureau for purposes of mutual aid in the amount of \$386,234; increasing the Maximum Contract Sum by \$1,172,843 from \$292,387,284 to \$293,560,127.

This Amendment No. 12 is authorized under Section 2 (Changes to Agreement) of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 12, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Contractor hereby agree as follows:

- 1. <u>Capitalized Terms; Section References</u>. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Base Document. Unless otherwise noted, section references in this Amendment No. 12 refer to sections of the Base Document, as amended by this Amendment No. 12.
- 2. The Authority is purchasing Additional System Hardware at the prices and quantities identified in Attachment A (Portable Radio Equipment Specifications) to this Amendment No. 12, which is herein fully incorporated by reference. This Additional System Hardware consists of portable radio equipment, radio accessories, consolettes, and a control station.
- 3. <u>Amendment to Base Document.</u>
 - 3.1 Section 8.1.1 of the Base Document is deleted in its entirety and replaced with the following:
 - 8.1.1. The "Maximum Contract Sum" under this Agreement is Two Hundred Ninety-Three Million, Five Hundred Sixty Thousand, One Hundred Twenty-Seven Dollars (\$293,560,127), which

includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

- 3.2 Section 24.4.1 of the Base Document is deleted in its entirety and replaced with the following:
 - 24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than Two Hundred Eighty-Seven Million, Six Hundred Sixty-One Thousand, Nine Hundred Ninety Five Dollars (\$287,661,995) Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

3. Amendments to Agreement Exhibits.

- 3.1 Exhibit C.1 (Schedule of Payments LMR System Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (Schedule of Payments LMR System Payment Summary) to Exhibit C (Schedule of Payments) attached to this Amendment No. 12, which is incorporated by this reference.
- 3.2 Exhibit C.2 (Schedule of Payments Phase 1 System Design) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.2 (Schedule of Payments Phase 1 System Design) to Exhibit C (Schedule of Payments) attached to this Amendment No. 12, which is incorporated by this reference.
- 3.3 Exhibit C.4 (Schedule of Payments Phase 3 Supply LMR System Components) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.4 (Schedule of Payments Phase 3 Supply LMR System Components) to Exhibit C (Schedule of Payments) attached to this Amendment No. 12, which is incorporated by this reference.
- 3.4 Exhibit D (LMR System Maintenance and Warranty) is revised to include the following provisions:

7. Subscriber Maintenance for Portable Radio Equipment

With respect to the portable radio equipment as set forth in Attachment A.1 (Portable Radio Equipment Specifications) and consolettes and consoles as set forth in Attachment A.2 (Consolette/Console Specifications) to Amendment No. 7, in addition to the portable radio equipment set forth in Attachment A (Radio Equipment Specifications) to Amendment No. 12, Contractor will provide a built-in warranty period of five (5) years

that will meet the minimum requirements set forth in Exhibit D.1 (Statement of Work – Service from the Start – LITE) ("SOW") or the most current version of the SOW, as determined by the Authority. This warranty period shall commence on the date on which the equipment is inventoried and Authority accepts the equipment for payment. Contractor will perform service requests during the five (5) year warranty period as requested by the Authority, unless otherwise directed by the Authority.

Authority and its members may elect to purchase maintenance for this equipment for Years 6, 7 and 8, at the prices set forth in Exhibit C.2 (Schedule of Payments – Phase 1 – System Design). Such maintenance shall be provided by Contractor and will meet the minimum requirements as set forth in Exhibit D.1 (Statement of Work – Service from the Start – LITE) or the most current version of the SOW, as determined by the Authority.

8. Bridge Warranty for Network Management Stations (NMS) and Console Equipment

With respect to the console, terminal and control stations set forth in Attachment A.3 (Console, Network Management Terminal and Control Stations) to Amendment No. 7, in addition to the consoles and control station set forth in Attachment A (Radio Equipment Specifications) to Amendment No. 12, Authority and Contractor agree that this equipment is part of the LMR System and constitutes LMR System Hardware, and is covered by the Warranty provisions in the Agreement, including this Exhibit D (LMR System Maintenance and Warranty). Contractor will also provide a bridge Warranty for this equipment that commences on the date on which the equipment is inventoried and Authority accepts the equipment for payment, and shall continue through the date of Final LMR System Acceptance. The price for this bridge warranty is set forth in Exhibit C.2 (Schedule of Payments – Phase 1 – System Design).

9. Bridge Warranty for Specified Equipment

With respect to Specified Equipment (Core 1, Core 2, repeater sites, Site on Wheels, and Station B Equipment) of Amendment No. 12, Contractor will provide a built-in warranty that will meet the minimum requirements set forth in Exhibit D.2 (Statement of Work) or the most current version of the SOW, as determined by the Authority. This warranty period shall commence on the date on which Amendment No. 12 is executed and shall continue until Final LMR System Acceptance is achieved. Upon Final LMR System Acceptance, the Specified Equipment will be covered by the Warranty provisions of the Agreement, including this Exhibit D

(LMR System Maintenance and Warranty). Contractor will perform service requests during the bridge warranty period as requested by the Authority, unless otherwise directed by the Authority. The price for this bridge warranty is set forth in Exhibit C.2 (Schedule of Payments – Phase 1 – System Design).

- 4. This Amendment No. 12 shall become effective as of the date identified in the recitals, which is the date upon which:
 - 4.1 An authorized agent of Contractor has executed this Amendment No. 12;
 - 4.2 Los Angeles County Counsel has approved this Amendment No. 12 as to form:
 - 4.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 12; and
 - 4.4 The Executive Director of the Authority has executed this Amendment No. 12.
- 5. Except as expressly provided in this Amendment No. 12, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
- 6. Contractor and the person executing this Amendment No. 12 on behalf of Contractor represent and warrant that the person executing this Amendment No. 12 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 12, and that all requirements of Contractor to provide such actual authority have been fulfilled.
- 7. This Amendment No. 12 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 TWELVE

TO AGREEMENT NO. LA-RICS 007 FOR

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM – LAND MOBILE RADIO SYSTEM

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 12 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY	MOTOROLA SOLUTIONS, INC.
Ву:	By:
Patrick J. Mallon Executive Director	Jim Hardimon Motorola Project Director
APPROVED AS TO FORM FOR THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY:	
MARK J. SALADINO County Counsel	
Ву:	
Truc L. Moore Senior Deputy County Counsel	

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS) AGREEMENT NO. LA-RICS 007

PORTABLE RADIO EQUIPMENT SPECIFICATIONS

Item	Quantity	antity Nomenclature Description		List	Discount	Contract	Extended
-	APX 70	000XE Port	able Radio Dual Band With	UHF and	1 700 ľ	MHz E	nabled
1	40	H49TGD9PW1AN	APX7000XE DIGITAL PORTABLE RADIO	\$3,836.00	25.00%	\$2,877.00	\$115,080.00
1a	40	QA00572	ADD: UHF RANGE 2 PRIMARY BAND	\$0.00	25.00%	\$0.00	\$0.00
1b	40	QA00573	ADD: 700/800MHz SECONDARY BAND	\$0.00	25.00%	\$0.00	\$0.00
1c	40	QA00577	ADD: DUAL DISPLAY AND FULL KEYPAD	\$500.00	25.00%	\$375.00	\$15,000.00
1d	40	QA00579	ADD: ENABLE DUAL BAND OPERATION	\$1,000.00	25.00%	\$750.00	\$30,000.00
1c	40	Q806	ADD: APCO DIGITAL CAI OPERATION	\$515.00	25.00%	\$386.25	\$15,450.00
1e	40	Q361	ADD: P25 9600 BAUD TRUNKING; MUST also order H38 & Q806. INCLUDED at "NO Charge" Q173-OminLink. The APX 7000 digital radios require Advanced System Keys (ASK- DVN4046A) to be configured to operate on a trunking system.	\$300.00	25.00%	\$225.00	\$9,000.00
1f	40	H38	ADD: SMARTZONE OPERATION; A SOFTWARE or HARDWARE KEY or WACN KEY is REQUIRED to be purchased with any APX Radio operating in trunking. HARDWARE KEY or WACN KEY will still REQUIRE a DVN4046 to be purchased.	\$1,500.00	25.00%	\$1,125.00	\$45,000.00
1g	40	QA01749	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY	\$0.00	25.00%	\$0.00	\$0.00
1h	40	H869	ENH: MULTIKEY	\$330.00	25.00%	\$247.50	\$9,900.00
1j	40	Q15	ENH: AES/DES,DES-XL,DES-OFB; NOT compatible with Q629 or Q625. Must order multikey if you want to use both algorithms.	\$799.00	25.00%	\$599.25	\$23,970.00
1k	40	QA00782	ENH: APX GPS ACTIVATION	\$100.00	25.00%	\$75.00	\$3,000.00
11	40	G996	ADD: PROGRAMMING OVER P25 (OTAP) POP25 requires AES encryption for ASTRO Conventional operation. Must have IV&D (Q947) enabled. To do in field POP25 programming must use Advanced System Key (DVN4046A	\$100.00	25.00%	\$75.00	\$3,000.00
1m	40	Q947	This option is only capable of being used on P25	\$0.00	0.00%	\$0.00	\$0.00
1n	40	QA00580	ADD: TDMA OPERATION: Requires Q806 (Digital), H38 (Smartzone), Q361 (P25) to be ordered. any APX Radio operating in trunking.	\$450.00	25.00%	\$337.50	\$13,500.00
10	40	QA01837	ALT: APX 7000 IMPRES BATT IMP STD IP67 LIION 2900MAH BATTERY	\$100.00	25.00%	\$75.00	\$3,000.00
1p	40	QA03400	REMOVE FCC MANDATE EXEMPTION	\$0.00	0.00%	\$0.00	\$0.00

AGENDA ITEM K - ENCLOSURE

Item	Quantity	Nomenclature	Description	List	Discount	Contract	Extended
1q	40	Q887	ENH:4 YEAR REPAIR SERVICE ADVANTAGE (TOTAL OF 5 YEARS)	\$165.00	0.00%	\$165.00	\$6,600.00
2	40	NNTN7038A	APX 7000 IMPRES BATT IMP STD IP67 LIION 2900MAH BATTERY	\$140.00	15.00%	\$119.00	\$4,760.00
3	40	NNTN7080	SINGLE UNIT IMPRESS BATTERY CHARGER	\$125.00	15.00%	\$106.25	\$4,250.00
5	40	PMMN4069A	IMPRES REMOTE SPEAKER MICROPHONE 3.5MM AUDIO JACK	\$110.00	15.00%	\$93.50	\$3,740.00
	Α	PX 7500 C	onsole Dual Band With UHF	and 700	MHz	Enable	ed
6	4	L30TSS9PW1AN	APX7500 CONSOLETTE DUAL BAND MODEL	\$4,379.00	25.00%	\$3,284.25	\$13,137.00
6a	4	GA00345AA	ADD: UHF R2 MP PRIMARY BAND	\$0.00	25.00%	\$0.00	\$0.00
6b	4	GA00225AA	ADD: 7/800MHZ SECONDARY BAND	\$400.00	25.00%	\$300.00	\$1,200.00
6c	4	GA00579AA	ADD: ENABLE DUAL BAND OPERATION	\$600.00	25.00%	\$450.00	\$1,800.00
6d	4	G806BE	ENH: ASTRO DIGITAL CAI OP APX	\$515.00	25.00%	\$386.25	\$1,545.00
6e	4	G51AT	ENH: SMARTZONE OPERATION APX	\$1,500.00	25.00%	\$1,125.00	\$4,500.00
6f	4	G361AH	ADD: P25 TRUNKING SOFTWARE	\$300.00	25.00%	\$225.00	\$900.00
6g	4	G996	ENH: OVER THE AIR PROVISIONING	\$100.00	25.00%	\$75.00	\$300.00
6h	4	W947	ADD: RS232 PACKET DATA INTERFACE	\$0.00	25.00%	\$0.00	\$0.00
6i	4	GA00580	ADD: TDMA OPERATION	\$450.00	25.00%	\$337.50	\$1,350.00
6j	4	W969BG	ADD: MULTIPLE KEY ENCRYPTION OPERATION	\$330.00	25.00%	\$247.50	\$990.00
6k	4	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION	\$799.00	25.00%	\$599.25	\$2,397.00
61	4	L999AA	ADD: FULL FP W/05/KEYPAD/CLOCK/VU	\$789.00	25.00%	\$591.75	\$2,367.00
6m	4	W382AM	ADD: CONTROL STATION DESK GCAI MIC	\$169.00	25.00%	\$126.75	\$507.00
6n	4	G319	ENH: ENABLE RF MODEM	\$169.00	25.00%	\$126.75	\$507.00
60	4	CA01598AB	ADD: AC LINE CORD US	\$0.00	0.00%	\$0.00	\$0.00
6р	4	QA03400	REMOVE FCC MANDATE EXEMPTION	\$0.00	0.00%	\$0.00	\$0.00
6q	4	GA00318AB	ENH:4 YEAR REPAIR SERVICE ADVANTAGE (TOTAL OF 5 YEARS)	\$255.00	0.00%	\$255.00	\$1,020.00
	APX 7	7500 Contr	ol Station Dual Band With	UHF and	700 M	lHz En	abled
7a	1	M30TSS9PW1 N	APX7500 DUAL BAND MID POWER	\$2,586.00	25.00%	\$1,939.50	\$1,939.50
7b	1	GA00225AA	ADD: 7/800MHZ SECONDARY BAND	\$400.00	25.00%	\$300.00	\$300.00
6c	1	GA00579	ADD: ENABLE DUAL BAND OPERATION	\$600.00	25.00%	\$450.00	\$450.00

Item	Quantity	Nomenclature	Description	List	Discount	Contract	Extended
7d	1	G806	ADD: APCO DIGITAL CAI OPERATION	\$515.00	25.00%	\$386.25	\$386.25
7e	1	G51AT	ENH: SMARTZONE OPERATION APX	\$1,500.00	25.00%	\$1,125.00	\$1,125.00
7f	1	G361AH	ADD: P25 TRUNKING SOFTWARE	\$300.00	25.00%	\$225.00	\$225.00
7g	1	G996	ENH: OVER THE AIR PROVISIONING	\$100.00	25.00%	\$75.00	\$75.00
7h	1	W947	ADD: RS232 PACKET DATA INTERFACE	\$0.00	0.00%	\$0.00	\$0.00
7i	1	GA00580	ADD: TDMA OPERATION	\$450.00	25.00%	\$337.50	\$337.50
7j	1	W969BG	ADD: MULTIPLE KEY ENCRYPTION OPERATION	\$330.00	25.00%	\$247.50	\$247.50
7k	1	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION	\$799.00	25.00%	\$599.25	\$599.25
71	1	GA00805	ADD: APX7500 07 CONTROL HEAD	\$632.00	25.00%	\$474.00	\$474.00
7m	1	G444	ADD: CONTROL HEAD SOFTWARE	\$0.00	0.00%	\$0.00	\$0.00
7n	1	G66	ADD: DASH MOUNT CONFIGURATION	\$125.00	25.00%	\$93.75	\$93.75
70	1	W665	ADD: CONTROL STATION OPERATION	\$70.00	25.00%	\$52.50	\$52.50
7p	1	W382AM	ADD: CONTROL STATION DESK GCAI MIC	\$169.00	25.00%	\$126.75	\$126.75
7q	1	G91	ADD: CONTROL STATION POWER SUPPLY	\$269.00	25.00%	\$201.75	\$201.75
7r	1	QA03400	REMOVE FCC MANDATE EXEMPTION	\$0.00	0.00%	\$0.00	\$0.00
7s	1	GA00318	ENH:4 YEAR REPAIR SERVICE ADVANTAGE (TOTAL OF 5 YEARS)	\$255.00	0.00%	\$255.00	\$255.00

Sub Total \$344,658.75

Tax \$30,310.54

Shipping \$990.00

Total \$375,959.29

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS)

AGREEMENT NO. LA-RICS 007

PORTABLE RADIO EQUIPMENT SPECIFICATIONS

Item	Quantity	Nomenclature	Description	List	Discount	Contract	Extended					
	APX 07 Remote Head Kit											
1	4	H1878	O7 REMOTE CTRL HD/CHIB REPLACEMENT/ADDITION	\$325.00	25.23%	\$243.00	\$972.00					
1a	4	G582	ADD: REMOTE MOUNT CABLE 40 METERS (130 FT)	\$0.00	0.00%	\$0.00	\$0.00					
1b	4	G90	ADD: NO MICROPHONE	\$0.00	0.00%	\$0.00	\$0.00					
1c	4	G142	ADD: NO SPEAKER	\$65.00	25.77%	\$48.25	\$193.00					

Sub Total \$1,165.00

Tax \$104.85

Shipping \$14.56

Total \$1,284.41

EXHIBIT C.1 - SCHEDULE OF PAYMENTS LMR SYSTEM PAYMENT SUMMARY

Summary	Unilateral Option Sum		I ay a l Kull Pavable		ull Payable	10% Holdback Amount		•	yment Minus % Holdback Amount	
Phase 1 ^(Note 1)	\$	-	\$	9,517		41,784,492	\$	3,118,093	\$	38,666,399
Phase 2	\$	19,847,626	\$	337,720	\$	21,694,374	\$	4,044,810	\$	37,497,190
Phase 3	\$	32,193,326	\$	212,620	\$	17,547,348	\$	4,882,594	\$	44,858,080
Phase 4	\$	20,101,266	\$	86,144	\$	9,496,262	\$	2,897,031	\$	26,700,497
SUBTOTAL (Phases 1 to 4):	\$	72,142,218	\$	342,477		90,522,475	\$	14,942,528	\$	147,722,165
Phase 5 (15 Years)	\$	55,898,518	\$	-	\$	-	\$	-	\$	55,898,518
TOTAL (Phases 1 to 5):	\$	128,040,737	\$	342,477	\$	90,522,475	\$	14,942,528	\$	203,620,684
Bounded Area Coverage Additive Alternate (Note 1)	\$	19,109,375	\$	-	\$	-	\$	1,910,937	\$	17,198,437
Mandatory Building Coverage Additive Alternate	\$	29,828,448	\$	_	\$	_	\$	2,982,845	\$	26,845,603
Metrorail Coverage Additive Alternate	\$	4,792,260	\$	_	\$	_	\$	479,226	\$	4,313,034
LMR System Maintenance for Additive Alternates	\$	19,620,355	\$	-	\$	-	\$	1,962,036	\$	17,658,320
Source Code Software Escrow	\$	1,304,000	\$	-	\$	-	\$	130,400	\$	1,173,600
SUBTOTAL (Additive Alternates)	\$	202,695,174	\$	342,477	\$	90,522,475	\$	22,407,971	\$	270,809,677
TOTAL CONTRACT SUM:					\$9	00,522,475				
MAXIMUM CONTRACT SUM (Total Unilateral Option Sum plus Total Contract Sum):										

Note 1: The cost for the Project Descriptions for the Bounded Area Coverage only are reflected in Exhibit C.2 (Phase 1 - System Design) as amended and restated in Amendment No. 2., and included (\$173, 110) in Phase 1 Contract Sum - Full Payable Amount. The balance of the remaining Unilateral Option Sum for Bounded Area Coverage Additive Alternate Work is reflected in Exhibit C.7 (Bounded Area Coverage Additive Alternate).

Note 2: Credits for Phases 1 through 4 were realized for the removal of 1 LMR System Site in the amount of \$646,001. However, the cost for preparing Project Descriptions for 26 potential replacement sites in the amount of \$303,524 was taken from the Credits. The remaining Credit balance of \$342,477 is reserved for use for a future replacement site.

Deliverable/Task/		Unilateral		ntract Sum	10%	Payable	
Section No.	Deliverable	Option Sum	Credits (Note 11)		ble Amount , 4, 5 , 6, 7, 8,9, 10,	Holdback	Amount Less
(Exhibit A, Exhibit B, or Base Document)		(Notes 3, 5, 6, 7, 8,9)	(11010-11)		12, 13, 14)	Amount	10% Holdback
A.1.1	Project Management Staffing Plan Delivered	_	-		Included	\$ -	\$ -
A.1.2	Overview and Scope Delivered	_	-		Included	\$ -	\$ -
A.1.3	Communications Plan Delivered	_	-	\$	67,233	\$ 6,723	\$ 60,509
A.1.4	Initial Integrated Master Schedule Delivered	_	-	\$	89,644	\$ 8,964	\$ 80,679
A.1.5	Documentation Plan Delivered	_	-		Included	\$ -	\$ -
A.1.6	Quality Control Plan Delivered	_	-	\$	67,233	\$ 6,723	\$ 60,509
A.1.7	Change Order/Change Management Plan Delivered	_	-		Included	\$ -	\$ -
A.1.8	Initial Risk Management Plan Delivered	_	-	\$	89,644	\$ 8,964	\$ 80,679
A.1	Project Management Plan - Final	_	-	\$	112,055	\$ 11,205	\$ 100,849
B.1.6	FCC License and Application Forms	_	-		Included	\$ -	\$ -
B.1.12	Coverage Modeling Tool and Training	-	-		Included	\$ -	\$ -
B.1.14.1	Detailed Project Description - 50% of sites	-	-	\$	1,368,583	\$ 136,858	\$ 1,231,724
B.1.14.1	Detailed Project Description - Final 50% of Sites	_	-	\$	1,368,583	\$ 136,858	\$ 1,231,724
B.1.14.2	RF Emission Safety Report Delivered	_	-		Included	\$ -	\$ -
B.1.14.3.3.29.1	DTVRS Design – Digital Trunked Voice Radio Subsystem:	_	-		-	-	-
B.1.14.3.3.29.1	80% DTVRS Design – Digital Trunked Voice Radio Subsystem	-	-	\$	1,965,745		\$ 1,965,745
B.1.14.3.3.29.1	20% DTVRS Design – Digital Trunked Voice Radio Subsystem			\$	491,436	\$ 245,718	\$ 245,718
B.1.14.3.3.29.2	ACVRS Design – Analog Conventional Voice Radio Subsystem:	_	-		-	-	-
	80% ACVRS Design – Analog Conventional Voice Radio						
B.1.14.3.3.29.2	Subsystem	-	-	\$	446,491		\$ 446,491
D 1 14 2 2 20 2	20% ACVRS Design – Analog Conventional Voice Radio			d.	111 622	¢ 55.011	¢ 55.012
B.1.14.3.3.29.2	Subsystem LARTCS Design – Los Angeles Regional Tactical Communications	-	-	\$	111,623	\$ 55,811	\$ 55,812
B.1.14.3.3.29.3	Subsystem:		_		_	_	_
D.1.1 (1.3.3.2).3	80% LARTCS Design – Los Angeles Regional Tactical						
B.1.14.3.3.29.3	Communications Subsystem	-	-	\$	486,144		\$ 486,144
	20% LARTCS Design – Los Angeles Regional Tactical				·		
B.1.14.3.3.29.3	Communications Subsystem	-		\$	121,535	\$ 60,768	\$ 60,767
B.1.14.3.3.29.4	NMDN Design – Narrowband Mobile Data Network	_	-		-		-
B.1.14.3.3.29.4	80% NMDN Design – Narrowband Mobile Data Network	_	-	\$	113,646		\$ 113,646
B.1.14.3.3.29.4	20% NMDN Design – Narrowband Mobile Data Network	-		\$	28,412	\$ 14,206	\$ 14,206
B.1.14.3.3.29.5	Consoles Design	-			Included		
B.1.14.3.3.29.6	Logging Recorder Description	_	-		Included		
B.1.14.3.3.29.7	Site Interconnection/Backhaul Subsystem Description:	_	-		-	_	-
B.1.14.3.3.29.7	80% Site Interconnection/Backhaul Subsystem Description:	-		\$	170,323		\$ 170,323
B.1.14.3.3.29.7	20% Site Interconnection/Backhaul Subsystem Description:	-	-	\$	42,581	\$ 21,290	\$ 21,290
B.1.14.3.3.29.8	System Management and Monitoring Subsystem Description	_	-		Included		
B.1.14.3.3.29.9	Inventory and Maintenance Tracking Subsystem Description	_	-		Included		
B.1.14.3	LMR Final System Design Approval (Note 1)	-		\$	757,702	\$ 75,770	\$ 681,932
B.1.14.5	Site Design Review Packages 75% Zoning Submittal by Site (Note 2)	-	-			\$ -	\$ -
B.1.14.5.Site 1	Baldwin Hills	-	-	\$	7,138	\$ 714	\$ 6,424
B.1.14.5.Site 2	Black Jack Peak		-	\$	7,138		
B.1.14.5.Site 3	Bald Mountain	_	-	\$	7,138		
B.1.14.5.Site 4	Blue Rock	-	-	\$	7,138		
B.1.14.5.Site 5	Burnt Peak	-	-	\$	7,138	\$ 714	\$ 6,424
B.1.14.5.Site 6	Beverly Glen	_	-	\$	7,138		
B.1.14.5.Site 7	Compton Court Building	-	-	\$	7,138		
B.1.14.5.Site 8	Classical Classi	-	-	\$	7,138		
B.1.14.5.Site 9	Claremont	-	-	\$	7,138		
B.1.14.5.Site 10 B.1.14.5.Site 11	Castro Peak Dakin Peak	-		\$	7,138 7,138		
B.1.14.5.Site 11 B.1.14.5.Site 12	Dakin Peak El Segundo PD	-	-	\$	7,138		\$ 6,424 \$ -
B.1.14.5.Site 12 B.1.14.5.Site 13	Encinal 1 (Fire Camp)	_	-	\$	7,138	-	
B.1.14.5.Site 13 B.1.14.5.Site 14	Green Mountain	-	-	\$	7,138		
B.1.14.5.Site 15	Hauser Peak	_	-	\$	7,138		
B.1.14.5.Site 15	Johnstone Peak			\$	7,138		
	FS 28			\$	7,138		
B.1.14.5.Site 17					/ 1 1 2 2		

Exhibit C.1 (Payment Summary)

Deliverable/Task/ Section No. (Exhibit A, Exhibit B, or	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8,9)	Credits (Note 11)	Contract Sum Payable Amount (Notes 3, 4, 5, 6, 7, 8,9, 10,	10% Holdback Amount	Payable Amount Less 10% Holdback
Base Document)				12, 13, 14)		
B.1.14.5.Site 19	FS 71	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 20	FS 72	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 21	FS 77	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 22	FS 84	-	-	\$ -	\$ -	\$ -
B.1.14.5.Site 23	FS 91	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 24	FS 99 FS 119	-	-	\$ 7,138 \$ 7,138	\$ 714 \$ 714	\$ 6,424 \$ 6,424
B.1.14.5.Site 25 B.1.14.5.Site 26	FS 144	-	-	\$ 7,138	\$ 714 \$ 714	\$ 6,424 \$ 6,424
B.1.14.5.Site 27	FS 144 FS 149	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 27	FS 157			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 29	FS 169			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 29	CP 9			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 31	Del Valle Training			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 32	LA City Hall		_	\$ -	\$ -	\$ -
B.1.14.5.Site 33	Lower Blue Ridge	_	_	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 34	DWP Sylmar Water Ladder	_	_	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 35	Magic Mountain	1 -	_	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 36	Mount Disappointment	1 -	_	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 37	Mount Lee	_	_	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 38	Mira Loma Facility	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 39	Mount McDill	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 40	Mount Lukens	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 41	Mount Thom	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 42	Mount Washington	-	_	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 43	Monte Vista (Star Center)	-	_	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 44	Oat Mountain	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 45	Oat Mountain	-	_	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 46	Oat Mountain Nike	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 47	Puente Hills	_	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 48	Portal Ridge	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 49	Pomona 1620 Hillcrest	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 50	Redondo Beach PD	-	\$ 7,138	\$ -	\$ -	\$ -
B.1.14.5.Site 51	Rolling Hills Transmit	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 52	Rio Hondo	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 53	City Hall	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 54	San Augustine	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 55	San Dimas	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 56	Signal Hill	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 57	San Pedro Hill	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5.Site 58	Saddle Peak	-	-	\$ 7,138		\$ 6,424
B.1.14.5.Site 59	Sunset Ridge	-	-	\$ 7,138		
B.1.14.5.Site 60	San Vicente Peak	-	-	\$ 7,138		
B.1.14.5.Site 61	Southwest Area Station	-	-	\$ 7,138		\$ 6,424
B.1.14.5.Site 62	Topanga Peak	 	-	\$ 7,138		\$ 6,424
B.1.14.5.Site 63	Tejon Peak	 	-	\$ 7,138		\$ 6,424
B.1.14.5.Site 64	Tower Peak	-	-	\$ 7,138 \$ 7,138		\$ 6,424 \$ 6.424
B.1.14.5.Site 65 B.1.14.5.Site 66	Verdugo Peak Walker Drive	1	-	\$ 7,138 \$ -	\$ 714 \$ -	\$ 6,424
B.1.14.5.Site 66 B.1.14.5.Site 67	Whitaker Middle Peak	-	-	\$ 7,138		\$ 6,424
B.1.14.5.Site 67 B.1.14.5.Site 68	100 Wilshire	1	-	\$ 7,138 \$ 7,138		\$ 6,424
B.1.14.5.Site 69	Whittaker Ridge		-	\$ 7,138		\$ 6,424
B.1.14.5.Site 69	77TH Street Area Complex		-	\$ 7,138		\$ 6,424
B.1.14.5.Site 70	Devonshire Area station			\$ 7,138		\$ 6,424
B.1.14.5.Site 72	L.A. County Fire Command			\$ 7,138		\$ 6,424
B.1.14.5.Site 72 B.1.14.5.Site 73	Valley Dispatch Center		-	\$ 7,138		\$ 6,424
	Permit Approval by Site (Note 2)	_	_	,	\$ -	\$ -
B.1.14.6.Site 1	Baldwin Hills			\$ 2,379	+	\$ 2,141
B.1.14.6.Site 2	Black Jack Peak		_	\$ 2,379		\$ 2,141
B.1.14.6.Site 3	Bald Mountain	 		\$ 2,379		\$ 2,141

Deliverable/Task/		Unilateral		Contract Sum	10%	Pavable
Section No.	Deliverable	Option Sum	Credits	Payable Amount	Holdback	Amount Less
(Exhibit A, Exhibit B, or	Denverable	(Notes 3, 5, 6, 7, 8,9)	(Note 11)	(Notes 3, 4, 5, 6, 7, 8,9, 10,	Amount	10% Holdback
Base Document)				12, 13, 14)		
B.1.14.6.Site 4	Blue Rock	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 5	Burnt Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 6	Beverly Glen	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 7	Compton Court Building	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 8	Century Plaza	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 9	Claremont	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 10	Castro Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 11	Dakin Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 12	El Segundo PD	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 13	Encinal 1 (Fire Camp)	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 14	Green Mountain	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 15	Hauser Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 16	Johnstone Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 17	FS 28	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 18	FS 56	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 19	FS 71	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 20	FS 72	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 21	FS 77	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 22	FS 84	-	-	\$ -	\$ -	\$ -
B.1.14.6.Site 23	FS 91	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 24	FS 99	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 25	FS 119	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 26	FS 144	-	_	\$ 2,379	\$ 238 \$ 238	\$ 2,141 \$ 2.141
B.1.14.6.Site 27	FS 149 FS 157	-	-	\$ 2,379 \$ 2,379	\$ 238 \$ 238	. ,
B.1.14.6.Site 28 B.1.14.6.Site 29	FS 169	-	-		\$ 238	\$ 2,141 \$ 2,141
B.1.14.6.Site 29 B.1.14.6.Site 30	CP 9	-	-	\$ 2,379 \$ 2,379	\$ 238 \$ 238	\$ 2,141 \$ 2,141
B.1.14.6.Site 30 B.1.14.6.Site 31		-	-			-,
B.1.14.6.Site 31 B.1.14.6.Site 32	Del Valle Training LA City Hall	-	-	\$ 2,379 \$ -	\$ 238 \$ -	\$ 2,141 \$ -
B.1.14.6.Site 33	Lower Blue Ridge	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 34	DWP Sylmar Water Ladder	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 35	Magic Mountain	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 36	Mount Disappointment			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 37	Mount Lee		_	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 38	Mira Loma Facility		_	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 39	Mount McDill		_	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 40	Mount Lukens		_	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 41	Mount Thom		_	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 42	Mount Washington	_	_	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 43	Monte Vista (Star Center)	_	_	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 44	Oat Mountain]	_	\$ 2,379	4 200	\$ 2,141
B.1.14.6.Site 45	Oat Mountain		_	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 46	Oat Mountain Nike		_	\$ 2,379		' '
B.1.14.6.Site 47	Puente Hills		_	\$ 2,379		
B.1.14.6.Site 48	Portal Ridge	_	_	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 49	Pomona 1620 Hillcrest		_	\$ 2,379		\$ 2,141
B.1.14.6.Site 50	Redondo Beach PD		\$ 2,379	\$ -	\$ -	\$ -
B.1.14.6.Site 51	Rolling Hills Transmit	_		\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 52	Rio Hondo	_	_	\$ 2,379		\$ 2,141
B.1.14.6.Site 53	Rancho Palos Verdes City Hall		_	\$ 2,379		+ -,
B.1.14.6.Site 54	San Augustine	_	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6.Site 55	San Dimas	_	-	\$ 2,379		\$ 2,141
B.1.14.6.Site 56	Signal Hill	-	-	\$ 2,379		. ,
B.1.14.6.Site 57	San Pedro Hill	_	_	\$ 2,379		\$ 2,141
B.1.14.6.Site 58	Saddle Peak	_	_	\$ 2,379		\$ 2,141
B.1.14.6.Site 59	Sunset Ridge	_	_	\$ 2,379		-,
B.1.14.6.Site 60	San Vicente Peak	_	-	\$ 2,379		\$ 2,141
B.1.14.6.Site 61	Southwest Area Station	_	_	\$ 2,379		
B.1.14.6.Site 62	Topanga Peak	_	_	\$ 2,379		

Deliverable/Task/		Unilateral		Contract Sum		10%	ı	Pavable
Section No.	Deliverable	Option Sum	Credits (Note 11)	Payable Amount (Notes 3, 4, 5, 6, 7, 8,9, 10		Holdback		ount Less
(Exhibit A, Exhibit B, or Base Document)		(Notes 3, 5, 6, 7, 8,9)	(Note 11)	12, 13, 14)	,	Amount		6 Holdback
B.1.14.6.Site 63	Tejon Peak			\$ 2,379	\$	238	\$	2,141
B.1.14.6.Site 64	Tower Peak	_		\$ 2,379			\$	2,141
B.1.14.6.Site 65	Verdugo Peak			\$ 2,379		238	\$	2,141
B.1.14.6.Site 66	Walker Drive	_		\$ 2,377	\$		\$	2,141
B.1.14.6.Site 67	Whitaker Middle Peak	_		\$ 2,379	Ψ	238	\$	2,141
B.1.14.6.Site 68	100 Wilshire	_	_	\$ 2,379	_	238	\$	2,141
B.1.14.6.Site 69	Whittaker Ridge	_	_	\$ 2,379	_	238	\$	2,141
B.1.14.6.Site 70	77TH Street Area Complex	_	_	\$ 2,379	_		\$	2,141
B.1.14.6.Site 71	Devonshire Area station	_	_	\$ 2,379	_	238	\$	2,141
B.1.14.6.Site 72	L.A. County Fire Command	_	_	\$ 2,379	_	238	\$	2,141
B.1.14.6.Site 73	Valley Dispatch Center	_	_	\$ 2,379	_	238	\$	2,141
B.1.15	Inventory and Maintenance Tracking Subsystem	_	_	\$ 974,026	_		\$	876,623
B.1.13	Project Management for Phase 1 – System Design Monthly Reports			Include	+	,,,,,,	\$	070,023
Base.22.3.2	Performance Bond for Phase 1 – System Design	_		\$ 29,774	_		\$	29,774
Dase.22.3.2	Total Lease Costs for Phase 1 – System Design	-	_	3 29,774 N/A	_	-	φ	29,774
Base.22.2.1	Liability Insurance (General and Professional)	-		\$ 527,500		-	\$	527,500
Dasc.22.2.1		d.	ф 0.51 5		<u> </u>		\$	
	Subtotal for Phase 1:	\$ -	\$ 9,517	\$ 10,077,06	4 3	\$ 951,979	D D	9,125,085
	ADDITIONAL SITES (AN	MENDMENT	NO. 10)					
B.1.14.5	Site Design Review Packages 75% Zoning Submittal by Site						<u> </u>	
B.1.14.5.Site 76	Airport Courthouse			\$ 7,138	\$	714	\$	6,424
B.1.14.5.Site 77	Beverly Hills' Coldwater Canyon Park			\$ 7,138	\$	714	\$	6,424
B.1.14.5.Site 78	FS 136			\$ 7,138	\$	714	\$	6,424
B.1.14.5.Site 79	LA City Hall East			\$ 7,138	\$	714	\$	6,424
B.1.14.5.Site 80	Olinda			\$ 7,138	\$	714	\$	6,424
B.1.14.6	Permit Approval by Site				\$	-	\$	_
B.1.14.6.Site 76	Airport Courthouse			\$ 2,379	\$	238	\$	2,141
B.1.14.6.Site 77	Beverly Hills' Coldwater Canyon Park			\$ 2,379	\$	238	\$	2,141
B.1.14.6.Site 78	FS 136			\$ 2,379	\$	238	\$	2,141
B.1.14.6.Site 79	LA City Hall East			\$ 2,379	\$	238	\$	2,141
B.1.14.6.Site 80	Olinda			\$ 2,379	_	238	\$	2,141
	Subtotal for Additional Sites (Amendment No. 10)	\$ -	\$ -	\$ 47,58		\$ 4,759	\$	42,827
				,	5 0	Ψ,139	Ψ	42,027
	CORE 1 AND REPEATER SIT	ES (AMEND	MENT NO.	3)				
B.3.2 to B.3.6	Core 1 Hardware and Software	-	. <u>-</u>	\$ 11,645,162	\$	1,164,516	\$	10,480,645
	Core T1 Interface Equipment	-	-	\$ 49,878	\$	4,988	\$	44,890
	NMS AC Power	-	-	\$ 1,308	\$	131	\$	1,177
	FCC License Application Preparation	-		\$ 7,500	\$	750	\$	6,750
	Remote Site AC Power	-		\$ 7,848	\$	785	\$	7,063
B.3.2 to B.3.6	Five DTVRS UHF 11 Channel ASTRO 25 Sites	-	-	\$ 1,144,758	\$	114,476	\$	1,030,283
B.3.2 to B.3.6	Three DTVRS 700 MHz 6 Channel ASTRO 25 Sites	-	-	\$ 404,440	\$	40,444	\$	363,996
B.3.2 to B.3.6	Three MCC 7500 Consoles for DTVRS	-	-	\$ 197,074	\$	19,707	\$	177,366
C.14	Portable Radio Upgrade Kits (2009 UASI Funds)	-	-	\$ 65,800	\$	6,580	\$	59,220
C.14	Portable Radio Upgrade Kits (2010 UASI Funds)	-	-	\$ 296,100	\$	29,610	\$	266,490
	Installation, Optimization, Staging and Testing for Core 1 and Repeater							·
B.4.2.3	Sites	-	-	\$ 463,818	_	46,382	\$	417,436
	Performance Bond for Core 1 and Repeater Sites	-	-	\$ 89,801			\$	89,801
Base.22.3.2			\$ -	\$ 14,373,48	6	\$ 1,428,369	\$	12,945,118
Base.22.3.2	Subtotal for Core 1 and Repeater Sites:	\$ -		+,,,,,,,				
Base.22.3.2	Subtotal for Core 1 and Repeater Sites: CORE 2 (AMEND			, ,,,,,,,				
B.3.2 to B.3.6	•			\$ 3,650,360	\$	365,036	\$	3,285,324
	CORE 2 (AMEND				_		\$	3,285,324 271,581
B.3.2 to B.3.6	CORE 2 (AMEND Core 2 Hardware			\$ 3,650,360	\$	30,176	_	
B.3.2 to B.3.6 B.4.2.3	CORE 2 (AMEND Core 2 Hardware Installation, Optimization, Staging and Testing for Core 2	MENT NO. 3	-	\$ 3,650,360 \$ 301,757	\$	30,176	\$	271,581
B.3.2 to B.3.6 B.4.2.3	CORE 2 (AMEND Core 2 Hardware Installation, Optimization, Staging and Testing for Core 2 Performance Bond for Core 2	MENT NO. 3	-	\$ 3,650,360 \$ 301,757	\$	30,176	\$	271,581
B.3.2 to B.3.6 B.4.2.3	CORE 2 (AMEND Core 2 Hardware Installation, Optimization, Staging and Testing for Core 2 Performance Bond for Core 2 LAPDVDC Uninterruptible Eaton 9130 2000 Rackmount; 120V, 50/60Hz; 2000VA/1800W	MENT NO. 3	-	\$ 3,650,360 \$ 301,757 \$ 24,663 \$ 27,101	\$ \$	2,710	\$	271,581 24,663 24,391
B.3.2 to B.3.6 B.4.2.3	CORE 2 (AMEND Core 2 Hardware Installation, Optimization, Staging and Testing for Core 2 Performance Bond for Core 2 LAPDVDC Uninterruptible	MENT NO. 3	-	\$ 3,650,360 \$ 301,757 \$ 24,663	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,710 1,215	\$	271,581 24,663

Deliverable/Task/ Section No. (Exhibit A, Exhibit B, or Base Document)	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8,9)	Credits (Note 11)	Paya	ntract Sum able Amount 3, 4, 5, 6, 7, 8,9, 10, 12, 13, 14)	10% Holdback Amount		Payable nount Less 6 Holdback
	MSI Design and Implementation Services	-	-	\$	24,978	\$ 2,498	\$	22,480
	Subtotal for Core 2 and LAPDVDC UPS:	\$ -	\$ -	\$	4,044,926	\$ 402,026	\$	3,642,900
	SYSTEM ON WHEELS (A	AMENDMEN	T NO. 3)					
	System on Wheels (SOW)	-	_	\$	_	\$ -	\$	-
	SOW - 95' MAST, 8' X 16' WALK-IN SHELTER	-	_	\$	468,439	\$ 46,844	\$	421,595
	DTVRS - ASTRO Site Repeaters (ASR)	-	-	\$	408,816	\$ 40,882	\$	367,934
	Core Licenses for 700/UHF ASR Sites	-	-	\$	127,748	\$ 12,775	\$	114,973
	Mobile Meshed VSAT Satellite System & Installation	-	-	\$	126,233	\$ 12,623	\$	113,610
	MSI Design and Implementation Services	-	-	\$	81,116		_	73,004
Base.22.3.2	Performance Bond for SOW	-	-	\$	6,345	\$ -	\$	6,345
	Subtotal for System on Wheels:	\$ -	\$ -	\$	1,218,696	\$ 121,235	\$	1,097,461
	STATION B EQUIPMENT	(AMENDME	NT NO. 4)					
	DTVRS - ASTRO Site Repeaters (ASR):	\$ -	_	\$	585,803	\$ 58,580	\$	527,223
	700 MHz ASR - 6 Channel (Phase 1/Phase 2)	\$ -	-	\$	-	\$ -	\$	-
	UHF ASR - 11 Channel (Phase 1/Phase 2)	\$ -		\$	-	\$ -	\$	-
	Core License Upgrades for ASR Sites	\$ -	-	\$	149,548	\$ 14,955	\$	134,593
	MOTOBRIDGE GX Communication Gateway	\$ -	-	\$	174,329	\$ 17,433	_	156,896
	Point-To-Point 4.9 GHz Backhaul	\$ -	-	\$	26,748	\$ 2,675		24,073
	Mobile Meshed VSAT Satellite System & Installation	\$ -	-	\$	126,233	\$ 12,623	_	113,610
	MSI Design and Implementation Services	\$ -	-	\$	99,820	\$ 9,982	\$	89,838
Base.22.3.2	Performance Bond for Station B Equipment	\$ -	-	\$	6,566	\$ -	\$	6,566
	Subtotal for Station B Equipment:	\$ -	\$ -	\$	1,169,047	\$ 116,248	\$	1,052,799
	PROJECT DESCRIPTIONS FOR BOUNDED AREA	COVERAGE	IN PHASE	1 (AN	1ENDMEN	T NO. 2)		
B.1.14.1	Detailed Project Description for Bounded Area Coverage at the following Sites: (Note 4)	-	_		-			-
	Century Plaza	-	=	\$	9,674	\$ 967	\$	8,707
	LAC/HARBOR+UCLA MEDICAL CENTER FS30	-	-	\$	11,674 11,674	\$ 1,167 \$ 1,167	\$	10,507 10,507
	FS 51	_	_	\$	11,674	\$ 1,167	\$	10,507
	FS 151	_	_	\$	11,674	\$ 1,167	\$	10,507
	FS 164	-	-	\$	11,674	\$ 1,167	_	10,507
	FS 173	-	-	\$	11,674	\$ 1,167	\$	10,507
	FS 005	-	-	\$	11,674	\$ 1,167	\$	10,507
	FS 079	-	-	\$	11,674	\$ 1,167	\$	10,507
	FS 084 FS 088	-	-	\$	11,674 11,674	\$ 1,167 \$ 1,167	\$	10,507 10,507
	FS 095	_		\$	11,674	\$ 1,167		10,507
	Carson	-	-	\$	11,674	\$ 1,167		10,507
	San Pedro City Hall	_	_	\$	11,674	\$ 1,167		10,507
							Ф	10,507
	West Hollywood Sheriff Station	-	_	\$	11,674			
To		\$ -	\$ -		11,674 173,110			155,799
To	West Hollywood Sheriff Station		\$ -	\$ \$	11,674 173,110			
To	West Hollywood Sheriff Station tal for Bounded Area Coverage Project Descriptions: LICENSE COORDINATION FEES FOR RE		\$ - TES (AMEN	\$ \$ DME	11,674 173,110 NT NO. 5)	\$ 17,311	\$	155,799
To	West Hollywood Sheriff Station tal for Bounded Area Coverage Project Descriptions: LICENSE COORDINATION FEES FOR RE License Coordination Fees	CPEATER SIT	_	\$ \$ DME \$	11,674 173,110 NT NO. 5) 20,240	\$ 17,311 \$ -		
То	West Hollywood Sheriff Station tal for Bounded Area Coverage Project Descriptions: LICENSE COORDINATION FEES FOR RE License Coordination Fees PORTABLE RADIO EQUIPMENT, CONSOLET	CPEATER SIT	_	\$ \$ DME \$	11,674 173,110 NT NO. 5) 20,240	\$ 17,311 \$ -	\$	155,799
То	West Hollywood Sheriff Station tal for Bounded Area Coverage Project Descriptions: LICENSE COORDINATION FEES FOR RE License Coordination Fees PORTABLE RADIO EQUIPMENT, CONSOLET APX 7000XE Portable Radios (450 Dual Band with UHF and 700 MHz	CPEATER SIT	_	\$ \$ DME \$	11,674 173,110 NT NO. 5) 20,240	\$ 17,311 \$ -	\$	155,799
То	West Hollywood Sheriff Station tal for Bounded Area Coverage Project Descriptions: LICENSE COORDINATION FEES FOR RE License Coordination Fees PORTABLE RADIO EQUIPMENT, CONSOLET APX 7000XE Portable Radios (450 Dual Band with UHF and 700 MHz Enabled and 150 Dual Band with UHF and VHF MHz Enabled) (Total	CPEATER SIT	_	\$ \$ DME \$	11,674 173,110 NT NO. 5) 20,240	\$ 17,311 \$ -	\$	155,799
То	West Hollywood Sheriff Station tal for Bounded Area Coverage Project Descriptions: LICENSE COORDINATION FEES FOR RE License Coordination Fees PORTABLE RADIO EQUIPMENT, CONSOLET APX 7000XE Portable Radios (450 Dual Band with UHF and 700 MHz	EPEATER SIT	_	\$ \$ DME \$	11,674 173,110 NT NO. 5) 20,240	\$ 17,311 \$ -	\$	155,799
То	West Hollywood Sheriff Station tal for Bounded Area Coverage Project Descriptions: LICENSE COORDINATION FEES FOR RE License Coordination Fees PORTABLE RADIO EQUIPMENT, CONSOLET APX 7000XE Portable Radios (450 Dual Band with UHF and 700 MHz Enabled and 150 Dual Band with UHF and VHF MHz Enabled) (Total Quantity 600) and Radio Accessories - Refer to Amendment 7, Attachment A.1, for specifications and a detailed cost breakdown Subscriber Maintenance for 600 APX 7000XE Portable Radios Beyond	EPEATER SIT	_	\$ DME \$	11,674 173,110 NT NO. 5) 20,240 DMENT NO	\$ 17,311 \$ -	\$	155,799 20,240
То	West Hollywood Sheriff Station tal for Bounded Area Coverage Project Descriptions: LICENSE COORDINATION FEES FOR RE License Coordination Fees PORTABLE RADIO EQUIPMENT, CONSOLET APX 7000XE Portable Radios (450 Dual Band with UHF and 700 MHz Enabled and 150 Dual Band with UHF and VHF MHz Enabled) (Total Quantity 600) and Radio Accessories - Refer to Amendment 7, Attachment A.1, for specifications and a detailed cost breakdown Subscriber Maintenance for 600 APX 7000XE Portable Radios Beyond Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$37,800 per	EPEATER SIT	_	\$ \$ DME \$ MENI	11,674 173,110 NT NO. 5) 20,240 DMENT NO 4,459,044	\$ 17,311 \$ -	\$	20,240 4,459,044
То	West Hollywood Sheriff Station tal for Bounded Area Coverage Project Descriptions: LICENSE COORDINATION FEES FOR RE License Coordination Fees PORTABLE RADIO EQUIPMENT, CONSOLET APX 7000XE Portable Radios (450 Dual Band with UHF and 700 MHz Enabled and 150 Dual Band with UHF and VHF MHz Enabled) (Total Quantity 600) and Radio Accessories - Refer to Amendment 7, Attachment A.1, for specifications and a detailed cost breakdown Subscriber Maintenance for 600 APX 7000XE Portable Radios Beyond Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$37,800 per year) (Service from the Start - LITE)	EPEATER SIT	_	\$ DME \$	11,674 173,110 NT NO. 5) 20,240 DMENT NO	\$ 17,311 \$ -	\$	155,799 20,240
To	West Hollywood Sheriff Station tal for Bounded Area Coverage Project Descriptions: LICENSE COORDINATION FEES FOR RE License Coordination Fees PORTABLE RADIO EQUIPMENT, CONSOLET APX 7000XE Portable Radios (450 Dual Band with UHF and 700 MHz Enabled and 150 Dual Band with UHF and VHF MHz Enabled) (Total Quantity 600) and Radio Accessories - Refer to Amendment 7, Attachment A.1, for specifications and a detailed cost breakdown Subscriber Maintenance for 600 APX 7000XE Portable Radios Beyond Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$37,800 per year) (Service from the Start - LITE) APX Consolette/APX 7500 Control Station - Refer to Amendment 7,	EPEATER SIT	_	\$ \$ DME \$ WENI	11,674 173,110 NT NO. 5) 20,240 DMENT NO 4,459,044	\$ 17,311 \$ -	\$	20,240 4,459,044 113,400
To	West Hollywood Sheriff Station tal for Bounded Area Coverage Project Descriptions: LICENSE COORDINATION FEES FOR RE License Coordination Fees PORTABLE RADIO EQUIPMENT, CONSOLET APX 7000XE Portable Radios (450 Dual Band with UHF and 700 MHz Enabled and 150 Dual Band with UHF and VHF MHz Enabled) (Total Quantity 600) and Radio Accessories - Refer to Amendment 7, Attachment A.1, for specifications and a detailed cost breakdown Subscriber Maintenance for 600 APX 7000XE Portable Radios Beyond Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$37,800 per year) (Service from the Start - LITE) APX Consolette/APX 7500 Control Station - Refer to Amendment 7, Attachment A.2, for specifications and a detailed cost breakdown.	EPEATER SIT	_	\$ \$ DME \$ MENI	11,674 173,110 NT NO. 5) 20,240 DMENT NO 4,459,044	\$ 17,311 \$ -	\$	20,240 4,459,044
To	West Hollywood Sheriff Station tal for Bounded Area Coverage Project Descriptions: LICENSE COORDINATION FEES FOR RE License Coordination Fees PORTABLE RADIO EQUIPMENT, CONSOLET APX 7000XE Portable Radios (450 Dual Band with UHF and 700 MHz Enabled and 150 Dual Band with UHF and VHF MHz Enabled) (Total Quantity 600) and Radio Accessories - Refer to Amendment 7, Attachment A.1, for specifications and a detailed cost breakdown Subscriber Maintenance for 600 APX 7000XE Portable Radios Beyond Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$37,800 per year) (Service from the Start - LITE) APX Consolette/APX 7500 Control Station - Refer to Amendment 7,	EPEATER SIT	_	\$ \$ DME \$ WENI	11,674 173,110 NT NO. 5) 20,240 DMENT NO 4,459,044	\$ 17,311 \$ -	\$	20,240 20,240 4,459,044 113,400

Deliverable/Task/ Section No. (Exhibit A, Exhibit B, or Base Document)	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8,9)	Credits (Note 11)	Paya (Notes 3	ntract Sum able Amount 3, 4, 5, 6, 7, 8,9, 10, 12, 13, 14)	10% Holdback Amount	Payable Amount L 10% Holdb	ess
	Subscriber Maintenance for 10 APX 7500 Consolettes Beyond the Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$954 per year) (Service from the Start - LITE)	_		- \$	2,862	_	2	2,862
	MC7500 Console - Refer to Amendment 7, Attachment A.3, for specifications and a detailed cost breakdown.	-		- \$	354,313	-	354	1,313
	Bridge Warranty for NMS & Console Equipment - Refer to Amendment 7, Attachment A.3, for specifications and a detailed cost breakdown.	_		- \$	25,493		25	5,493
Total	for Portable Radio Equipment, Consolettes, & Consoles:	\$ -	\$ -	\$	5,177,051	\$ -	\$ 5,177	,051
	PORTABLE RADIO EQUIPME	ENT (AMENI	MENT NO	. 8)	, ,			
	APX 7000XE Portable Radios (400 Dual Band with UHF and 700 MHz Enabled and 54 Dual Band with UHF and VHF MHz Enabled) (Total Quantity 454) and Radio Accessories - Refer to Amendment 8, Attachment A, for specifications and a detailed cost breakdown			- \$	2 571 755		\$3,571	755
	Subscriber Maintenance for 454 APX 7000XE Portable Radios Beyond Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$28,602 per year) (Service from the Start - LITE)			\$	3,571,755 85,806			5,806
	Performance Bond for Portable Radio Equipment	-		- \$	13,445	-		3,445
	Total for Portable Radio Equipment:	\$ -	\$ -	\$	3,671,006	\$ -	\$ 3,671	.006
	PROJECT DESCRIPTIONS FOR POTENTIAL RI	-		AMEN			+ 5,015	,
	TROSECT DESCRIPTIONS FOR FOTENTIAL RE	ET DACEIVIE		10710	(DIVIDI(I I)	(0.)		
B.1.14.1	Detailed Project Description for Potential Replacement Sites as follows:							
	Airport Courthouse (APC)	-	-	\$	11,674	\$ 1,167		,507
	Beverly Hills' Coldwater Canyon Park (BHCCPRK)	-	-	\$	11,674	\$ 1,167		,507
	Beverly Glen, Alternate Location (BVG-A)	-	-	\$	11,674	\$ 1,167		,507
	Cerro Negro (CRN)	-	-	\$	11,674	\$ 1,167 \$ 1,167		,507
	LA City Hall East (LAHE)	-	-	\$	11,674	+ -,	1	,507
	Loop Canyon (LPC) Lower Encinal Pump Station (LAHE)	-	-	\$	11,674	\$ 1,167 \$ 1,167		,507 ,507
	Mirador (MIR)	-	-	\$	11,674 11,674	\$ 1,167		,507
	Point Vicente (PVC)	_	_	\$	11,674	\$ 1,167		,507
	Portshead Tank (PWT)	_	_	\$	11,674	\$ 1,167		,507
	Westlake City Hall (WLK)	_	_	\$	11,674	\$ 1,167	•	,507
	Inglewood County Courthouse (ICC)	_	_	\$	11,674	\$ 1,167		,507
	Pacific Design Center (PDC)	_	_	\$	11,674	\$ 1,167	•	,507
	Simpsons' Building (SIM)	_	_	\$	11,674	\$ 1,167		,507
	Burnt Peak-3 (BUR3)	-	-	\$	11,674	\$ 1,167		,507
	Frost Peak (Upper Blue Ridge) (FRP)	-	-	\$	11,674	\$ 1,167	\$ 10	,507
	Grass Mountain (GMT)	-	-	\$	11,674	\$ 1,167	\$ 10	,507
	Johnstone Peak (JPK-2)	-		\$	11,674			,507
	Josephine Peak (JOP)	-		\$	11,674			,507
	Magic Mountain (MML)		-	\$	11,674	\$ 1,167	\$ 10	,507
	Mount Lukens-2 (MTL2)	-	-	\$	11,674	\$ 1,167		,507
	Pine Mountain (PMT)	-	-	\$	11,674	\$ 1,167		,507
	Sunset Ridge-2 (SUN-2)	-	-	\$	11,674	\$ 1,167		,507
	Helipad 69 Bravo (BRV)	-	-	\$	11,674	\$ 1,167		,507
	Philip Water Tank (PWT)	-	-	\$	11,674			,507
TD 4.11	Nicholas Canyon Water Tower (NCWT)	- h	Φ.	\$	11,674			,507
Total	for Project Descriptions for Potential Replacement Sites:	\$ -	\$ -	\$	303,524	, ,	\$ 273	,172
	PROJECT DESCRIPTIONS FOR POTENTIAL REI	PLACEMEN'	r site(s) (.	AME	NDMENT N	(O. 10)		
B.1.14.1	follows:		<u> </u>					= 0-
75.	Agoura Hills (AGH)	- d	Φ.	\$	11,674	\$ 1,167		,507
Total	for Project Descriptions for Potential Replacement Sites:	\$ -	\$ -	\$	11,674	\$ 1,167	\$ 10	,507
	POWER LOAD STUDY COST	S (AMENDN	IENT NO. 1	0)				
2.2.16	Power Load Study Cost(s)							
	Airport Courthouse (APC)			\$	8,425	\$ -	\$ 8.	,425

Deliverable/Task/ Section No. (Exhibit A, Exhibit B, or Base Document)	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8,9)	Credits (Note 11)	Pay	ntract Sum able Amount 3, 4, 5, 6, 7, 8,9, 10, 12, 13, 14)	10% Holdback Amount	Aı	Payable nount Less % Holdback
	Inglewood Courthouse (ICC)			\$	8,425		\$	8,42
	Total for Power Load Study Costs:	\$ -	\$ -	\$	16,850	\$ -	\$	16,850
	PROJECT DESCRIPTIONS FOR POTENTIAL REI	PLACEMEN'	T SITE(S) (A	AME	NDMENT N	IO. 11)		
B.1.14.1	follows:							
D.1.14.1	Olinda	-	_	\$	11.674	\$ 1,167	\$	10,50
	H-17A			\$	11,674	\$ 1,167	_	10,507
Total f	or Project Descriptions for Potential Replacement Sites:	\$ -	\$ -	\$	23,348	\$ 2,335	\$	21,013
	FCC LICENSING (AMI		(O. 12)			, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		,
B.1.6	FCC Licensing - Frequency Planning		. (O. 12)	\$	284,041	\$ 28,404	\$	255,637
	Licensing all LMR Subsystem Frequencies at all LMR Subsystem Sites	_	_	\$	51,348	\$ 5,135	\$	46,213
	RF Engineering Services	_	_	\$	73,728	\$ 7,373	\$	66,355
	Project Manangement Services for FCC Licensing	_	_	\$	14,000	\$ 1,400	\$	12,600
	Total for FCC Licensing:	_	_	\$	423,117	\$ 42,312	\$	380,805
	SPECIFIED EQUIPMENT BRIDGE WA	A DD A NITY (A	MENDME			Ψ 12,512	Ψ	200,000
	SPECIFIED EQUIPMENT BRIDGE WAS	ARRANII (A		_		ı	\$	57.70
	UHF Stations	-	-	\$	57,720	-	Э	57,720
	700 MHz Stations	_	_			_		
	Satellite Terminal		_					
	PTP800 Backhaul	_	_			_		
	Motobridge	_	_			_		
	Station B	-	_	\$	44,853	_	\$	44,853
	UHF Stations	-	-	Ψ		-	Ψ	,022
	700 MHz Stations	-	-			-		
	Trailer	-	_		-	_		_
	Satellite Terminal	-	_		-	_		_
	PTP800 Backhaul	-	-		-	_		-
	Motobridge	-	-		_	_		-
	Early Equipment Shipment	-	-	\$	351,772	-	\$	351,772
	Core 1 & Repeater Sites	-	-		-	-		
	Core 2 Equipment	-	-	\$	189,992	-	\$	189,992
Base.22.3.2	Performance Bond for Specified Equipment Bridge Warranty	-	-	\$	3,196	-	\$	3,196
	Total for Specified Equipment Bridge Warranty:	-	-	\$	647,533	-	\$	647,533
	PORTABLE RADIO EQUIPME	NT (AMEND	MENT NO.	12)				
	APX 7000XE Portable Radios (40 Dual Band with UHF and 700 MHz							
	Enabled) (Total Quantity 40) and Radio Accessories - Refer to							
	Amendment 7, Attachment A, for specifications and a detailed cost						١.	
	breakdown	-	-	\$	333,005	-	\$	333,005
	Subscriber Maintenance for 40 APX 7000XE Portable Radios Beyond							
	Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$2,520 per						١.	
	year) (Service from the Start - LITE)	-	-	\$	7,560	-	\$	7,560
	APX 7500 Console and (Dual Band with UHF and 700 MHz Enabled)							
	(Total Quantity 4) and Remote Control HD/CHIB Replacement - Refer							
	to Amendment 12, Attachment A, for specifications and a detailed cost			e.	26.722		¢	26 72
	breakdown A DV 7500 Control Station (Dual Bond with LIHE and 700 MHz	-	-	\$	36,732	-	\$	36,732
	APX 7500 Control Station (Dual Band with UHF and 700 MHz Enabled) (Total Quantity 1) - Refer to Amendment 12, Attachment A,							
	for specifications and a detailed cost breakdown	_	_	\$	7,506	_	\$	7,500
	Subscriber Maintenance for 4 APX 7500 Consoles and 1 APX 7500			Ψ	7,500		Ψ	7,30
	Control Station Beyond the Initial 5 Year Warranty Period (Year 6, Year							
	7, Year 8 at \$477 per year) (Service from the Start - LITE)	-	-	\$	1,431	-	\$	1,43
				\$	386,234		\$	386,23
Total for Phase 1 -	- System Design	\$ -	\$ 9,517	\$	41,784,492	\$ 3,118,093	\$	38,666,

 $Note \ 1: Should \ a \ Site fall \ out \ for \ permitting \ reasons, Contractor \ will \ redo \ the \ Final \ System \ Design \ at \ no \ charge \ to \ the \ Authority.$

Deliverable/Task/ Section No. (Exhibit A, Exhibit B, or Base Document) Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8,9) Credits (Note 11)	Contract Sum Payable Amount (Notes 3, 4, 5, 6, 7, 8,9, 10, 12, 13, 14)	10% Holdback Amount	Payable Amount Less 10% Holdback
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- Note 2: 75% will occur at submittal for planning review. The remaining 25% will be paid upon receipt of construction permit.
- Note 3: Pursuant to Amendment No. One, effective as of September 5, 2013, the Authority exercised the Unilateral Option for all work pertaining to Phase 1. In connection therewith, the Unilateral Option Sum for Phase 1 of \$29,266,721 was converted into a Contract Sum.
- Note 4: Pursuant to Amendment No. Two, effective as of October 29, 2013, the Authority exercised the Unilateral Option for all work pertaining to Bounded Area Coverage Project Descriptions for Phase 1. In connection therewith, the Unilateral Option Sum for Bounded Area Coverage Project Descriptions for Phase 1 in the amount of \$173, 110 was converted into a Contract Sum. The cost for the Project Descriptions for the Bounded Area Coverage only are reflected in Exhibit C.2 (Phase 1 System Design) as amended and restated in Amendment No. 2. The balance of the remaining Unilateral Option Sum for Bounded Area Coverage Additive Alternate is reflected in Exhibit C.7 (Bounded Area Coverage Additive Alternate).
- Note 5: Pursuant to Amendment No. Three, effective as of December 19, 2013, (a) Contractor's provision and implementation of certain equipment reflected in Exhibit C.2 (Schedule of Payments Phase 1 System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, was moved from Phases 3 and 4 to Phase 1; and (b) Contractor was engaged to provide and implement under Phase 1, certain additional equipment reflected in Exhibit C.2 (Schedule of Payments Phase 1 System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, (the equipment described in clauses (a) and (b) is collectively referred to as the "Specified Equipment").
- In connection therewith, (i) a Unilateral Option Sum in the amount of \$4,362,681 was moved from Schedules C.4 (Schedule of Payments Phase 3 Supply LMR System Components) and C.5 (Schedule of Payments Phase 4 System Implementation) to Exhibit C (Schedule of Payments) to Schedule C.2 (Schedule of Payments Phase 1 System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, and thereafter such Unilateral Option Sum was converted to a Contract Sum; and (ii) a Unilateral Option Sum in the amount of \$1,285,230 was added to Schedule of Payments Phase 1 System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, and thereafter such Unilateral Option Sum was converted to a Contract Sum.
- Note 6: Pursuant to Amendment No. Four, effective as of December 19, 2013, Contractor was engaged to provide and implement under Phase 1, certain additional equipment and related services reflected in Exhibit C.1 (Schedule of Payments Phase 1 System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Four. In connection therewith, a Unilateral Option Sum in the amount of \$1,169,047 was added to Exhibit C.1 (Schedule of Payments Phase 1 System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Four, and thereafter such Unilateral Option Sum was converted to a Contract Sum.
- Note 7: Pursuant to Amendment No. Five, effective as of March 27, 2014, license coordination fees for the Repeater Sites were reflected in Exhibit C.1 (Schedule of Payments Phase 1 System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Five. In connection therewith, a Unilateral Option Sum in the amount of \$20,240 was added to Exhibit C.1 (Schedule of Payments Phase 1 System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Five, and thereafter such Unilateral Option Sum was converted to a Contract Sum.
- Note 8: Pursuant to Amendment No. Six, effective as of April 17, 2014, the enhancement of LAPDVDC's UPS to accommodate the installation and deployment of Core 2 was reflected in Exhibit C.1 (Schedule of Payments Phase 1 System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Six. In connection therewith, a Unilateral Option Sum in the amount of \$68,146 was added to Exhibit C.1 (Schedule of Payments Phase 1 System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Six, and thereafter such Unilateral Option Sum was converted to a Contract Sum.
- Note 9: Pursuant to Amendment No. Seven, effective as of May 8, 2014, Exhibit C.1 (Schedule of Payments Phase 1 System Design) to Exhibit C (Schedule of Payments) was revised to reflect the costs for the purchase of portable radios, radio accessories, consolettes, and consoles. In connection therewith, a Unilateral Option Sum in the amount of \$5,177,051 was added to Exhibit C.1 (Schedule of Payments Phase 1 System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Seven, and thereafter such Unilateral Option Sum was converted to a Contract Sum.
- Note 10: Pursuant to Amendment No. Eight, effective as of August 28, 2014, Exhibit C.1 (Schedule of Payments Phase 1 System Design) to Exhibit C (Schedule of Payments) was revised to reflect the costs for the purchase of portable radios and radio accessories. In connection therewith, a Unilateral Option Sum in the amount of \$3,671,006 was added to Exhibit C.1 (Schedule of Payments Phase 1 System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Eight, and thereafter such Unilateral Option Sum was converted to a Contract Sum.
- Note 11: Pursuant to Amendment No. Nine, effective November 19, 2014, the Authority removed 1 LMR System Site for Phases 1 through 4. As such, Credits were realized in the amount of \$646,001. However, the cost for preparing Project Descriptions for 26 potential replacement sites in the amount of \$303,524 was taken from the Credits. The remaining Credit balance of \$342,477 is reserved for use for a future replacement site.
- Note 12: Pursuant to Amendment No. Ten, effective February 17, 2015, Exhibit C.1 (Schedule of Prices System Design) was amended by Amendment No. 10 to reflect the conversion of Unilateral Option Sum to Contract Sum for (a) the addition of five (5) LMR System Sites; (b) the removal of four (4) sites; (c) Project Description Work for one (1) potential sites; and (d) the cost of power load studies for two (2) sites.
- Note 13: Pursuant to Amendment No. Eleven, effective April 28, 2015, Exhibit C.1 (Schedule of Prices System Design) was amended by Amendment No. 11 to reflect Project Description Work for two (2) notential sites
- Note 14: Pursuant to Amendment No. Twelve, effective June _____, 2015, Exhibit C.1 (Schedule of Prices System Design) was amended by Amendment No. 12 to reflect the shifting of FCC Licensing costs from Phase 3 in the amount of \$284,041; increasing the FCC Licensing costs for enhanced scope by \$139,076; including costs for a bridge warranty for Specified Equipment in the amount of \$647,533; and purchasing portable radio equipment in the amount of \$386,234.

Deliverable / Task / Section No. (Exhibit A, Exhibit B, or Base Document)	Deliverable	Total Unilateral Option Sum for Equipment (Note 1)	Equipment Purchase in Phase 1 Credit per Site ^(Note 1)	DTVRS	ACVRS	LARTCS	NMDN	Microwave	Credits (Note 2)	Total Contract Sum - Total Payable Amount for Equipment	10% Holdback Amount	Payable Amount Less 10% Holdback
B.3.2 to B.3.6	Equipment Delivery											
B.3.2 to B.3.6.Site 1	Baldwin Hills		\$ (1,002,901)	\$ 1,002,901	\$ 232,691	\$ 131,706	\$ 123,657	\$ 79,827	\$ -	\$ 567,881	\$ 56,788	\$ 511,093
B.3.2 to B.3.6.Site 2	Black Jack Peak	\$ 828,779	\$ (911,752)	\$ 917,609	\$ 198,138	\$ 515,961	\$ 80,765	\$ 28,058	\$ -	\$ -	\$ 82,878	\$ 745,902
B.3.2 to B.3.6.Site 3	Bald Mountain	\$ -	\$ (479,842)	\$ 482,925		\$ 425,665	\$ 45,509	\$ 36,032	\$ -	\$ 602,527	\$ 60,253	\$ 542,274
B.3.2 to B.3.6.Site 4	Blue Rock	\$ 689,729	\$ -	\$ 40,629	\$ 92,357	\$ 426,740	\$ 80,765	\$ 49,237	\$ -	\$ -	\$ 68,973	\$ 620,756
B.3.2 to B.3.6.Site 5	Burnt Peak	\$ 770,548	\$ -	\$ 174,617	\$ 92,019	\$ 425,426	\$ 45,188	\$ 33,297	\$ -	\$ -	\$ 77,055	\$ 693,493
B.3.2 to B.3.6.Site 6	Beverly Glen	\$ -	\$ -	\$ 546,877	\$ 165,584	\$ 289,171	\$ 45,010	\$ 27,717	\$ -	\$ 1,074,359	\$ 107,436	\$ 966,923
B.3.2 to B.3.6.Site 7	Compton Court Building	\$ -	\$ (479,318)	\$ 482,397	\$ 232,114	\$ -	\$ -	\$ 36,176	\$ -	\$ 271,369	\$ 27,137	\$ 244,232
B.3.2 to B.3.6.Site 8	Century Plaza	\$ 316,876	\$ -	\$ -	\$ 165,754	\$ 84,008	\$ -	\$ 67,114	\$ -	\$ -	\$ 31,688	\$ 285,188
B.3.2 to B.3.6.Site 9	Claremont	\$ -	\$ -	\$ -	\$ 205,482	\$ 79,880	\$ 45,667	\$ 30,252	\$ -	\$ 361,282	\$ 36,128	\$ 325,154
B.3.2 to B.3.6.Site 10	Castro Peak	\$ 728,811	\$ (544,635)	\$ 548,133	\$ 166,212	\$ 426,740	\$ 80,765	\$ 51,596	\$ -	\$ -	\$ 72,881	\$ 655,930
B.3.2 to B.3.6.Site 11	Dakin Peak	\$ 1,230,281	\$ -	\$ 483,521	\$ 198,377	\$ 427,813	\$ 80,964	\$ 39,606	\$ -	\$ -	\$ 123,028	\$ 1,107,253
B.3.2 to B.3.6.Site 12	El Segundo PD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 13	Encinal 1 (Fire Camp)	\$ 394,379	\$ -	\$ 241,403	\$ -	\$ 79,904	\$ 45,708	\$ 27,363	\$ -	\$ -	\$ 39,438	\$ 354,941
B.3.2 to B.3.6.Site 14	Green Mountain	\$ 1,250,923	\$ -	\$ 548,133	\$ 166,212	\$ 426,740	\$ 45,708	\$ 64,131	\$ -	\$ -	\$ 125,092	\$ 1,125,831
B.3.2 to B.3.6.Site 15	Hauser Peak	\$ -	\$ (911,455)	\$ 917,311	\$ 87,105	\$ 604,107	\$ 80,566	\$ 46,752	\$ -	\$ 824,385	\$ 82,438	\$ 741,946
B.3.2 to B.3.6.Site 16	Johnstone Peak	\$ 802,712	\$ (480,139)	\$ 483,223	\$ 205,519	\$ 426,740	\$ 123,657	\$ 43,712	\$ -	\$ -	\$ 80,271	\$ 722,441
B.3.2 to B.3.6.Site 17	FS 28	\$ -	\$ -	\$ 176,055	\$ -	\$ -	\$ -	\$ 39,603	\$ -	\$ 215,658	\$ 21,566	\$ 194,092
B.3.2 to B.3.6.Site 18	FS 56	\$ -	\$ -	\$ 176,055	\$ -	\$ -	\$ -	\$ 28,341	\$ -	\$ 204,397	\$ 20,440	\$ 183,957
B.3.2 to B.3.6.Site 19	FS 71	\$ 314,877	\$ -	\$ -	\$ 197,263	\$ 87,218	\$ -	\$ 30,396	\$ -	\$ -	\$ 31,488	\$ 283,389
B.3.2 to B.3.6.Site 20	FS 72	\$ 825,571	\$ -	\$ 546,319	\$ 165,304	\$ 87,051	\$ -	\$ 26,897	\$ -	\$ -	\$ 82,557	\$ 743,014
B.3.2 to B.3.6.Site 21	FS 77	\$ -	\$ -	\$ 868,772	\$ -	\$ 253,795	\$ -	\$ 26,513	\$ -	\$ 1,149,080	\$ 114,908	\$ 1,034,172
B.3.2 to B.3.6.Site 22	FS-84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 23	FS 91	\$ -	\$ -	\$ 176,055	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 176,055	\$ 17,606	\$ 158,450
B.3.2 to B.3.6.Site 24	FS 99	\$ 823,549	\$ -	\$ 546,820	\$ 197,263	\$ 79,467	\$ -	\$ -	\$ -	\$ -	\$ 82,355	\$ 741,194
B.3.2 to B.3.6.Site 25	FS 119	\$ -	\$ -	\$ 176,055	\$ -	\$ -	\$ -	\$ 38,033	\$ -	\$ 214,089	\$ 21,409	\$ 192,680
B.3.2 to B.3.6.Site 26	FS 144	\$ -	\$ -	\$ 240,747	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240,747	\$ 24,075	\$ 216,672
B.3.2 to B.3.6.Site 27	FS 149	\$ -	\$ -	\$ -	\$ -	\$ 79,467	\$ -	\$ 38,070	\$ -	\$ 117,537	\$ 11,754	\$ 105,783
B.3.2 to B.3.6.Site 28	FS 157	\$ -	\$ -	\$ -	\$ -	\$ 422,800	\$ -	\$ -	\$ -	\$ 422,800	\$ 42,280	\$ 380,520
B.3.2 to B.3.6.Site 29	FS 169	\$ -	\$ -	\$ 176,055	\$ -	\$ -	\$ -	\$ 43,429	\$ -	\$ 219,485	\$ 21,948	\$ 197,536
B.3.2 to B.3.6.Site 30	CP 9	\$ 277,272	\$ -	\$ -	\$ 91,920	\$ 79,467	\$ -	\$ 105,886	\$ -	\$ -	\$ 27,727	\$ 249,545
B.3.2 to B.3.6.Site 31	Del Valle Training	\$ -	\$ -	\$ 372,867	\$ 91,920	\$ 164,574	\$ -	\$ 32,590	\$ -	\$ 661,951	\$ 66,195	\$ 595,756
B.3.2 to B.3.6.Site 32	LA City Hall Note 4	\$ -	\$ -	\$ -	\$ -	a - 126.710	\$ -	5 -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 33	Lower Blue Ridge	d.	\$ -	\$ 40,629	\$ 241,077	\$ 426,740	\$ 123,657	\$ 45,368	\$ -	\$ 877,470	\$ 87,747	\$ 789,723
B.3.2 to B.3.6.Site 34	DWP Sylmar Water Ladder	\$ -	\$ -	\$ 176,055	\$ -	\$ 79,467	\$ -	\$ 27,849	\$ -	\$ 283,372	\$ 28,337	\$ 255,034
B.3.2 to B.3.6.Site 35	Magic Mountain		\$ -	\$ 40,629	\$ 223,295	\$ 426,740	\$ 45,708	\$ 89,241	\$ -	\$ 825,613	\$ 82,561	\$ 743,052
B.3.2 to B.3.6.Site 36	Mount Disappointment	d.	\$ (544,635)	\$ 548,133	\$ 205,519	\$ 426,740	\$ 123,657	\$ 30,685	\$ -	\$ 790,099	\$ 79,010	\$ 711,089
B.3.2 to B.3.6.Site 37	Mount Lee	\$ -	\$ (548,133)	\$ 548,133	\$ 262,589	\$ 391,402	\$ 123,657	\$ 29,482	\$ -	\$ 807,129	\$ 80,713	\$ 726,416
B.3.2 to B.3.6.Site 38	Mira Loma Facility	\$ -	\$ (911,752)	\$ 917,609	\$ 205,383	\$ -	\$ 45,708	\$ 31,324	\$ -	\$ 288,273	\$ 28,827	\$ 259,445
B.3.2 to B.3.6.Site 39	Mount McDill	\$ 439,393	\$ (480,139)	\$ 483,223	\$ -	\$ 295,046	\$ 80,765	\$ 60,498	\$ -	\$ -	\$ 43,939	\$ 395,454
B.3.2 to B.3.6.Site 40	Mount Lukens	d 004.72	\$ (547,298)	\$ 547,298	\$ 314,235	\$ 424,232	\$ 123,192	\$ 73,460	\$ -	\$ 935,119	\$ 93,512	\$ 841,607
B.3.2 to B.3.6.Site 41	Mount Thom	\$ 804,736	\$ -	\$ 696,171	\$ -	\$ -	\$ 80,765	\$ 27,801	\$ -	\$ -	\$ 80,474	\$ 724,263

Deliverable / Task / Section No. (Exhibit A, Exhibit B, or Base Document)	Deliverable	Total Unilateral Option Sum for Equipment (Note 1)	Equipment Purchase in Phase 1 Credit per Site ^(Note 1)	DTVRS	ACVRS	LARTCS	NMDN	Microwave	Credits (Note 2)	Total Contract Sum - Total Payable Amount for Equipment	10% Holdback Amount	Payable Amount Less 10% Holdback
B.3.2 to B.3.6.Site 42	Mount Washington		\$ -	\$ -	\$ 198,138	\$ -	\$ 45,708	\$ 62,362	\$ -	\$ 306,208	\$ 30,621	\$ 275,587
B.3.2 to B.3.6.Site 43	Monte Vista (Star Center)	\$ -	\$ (482,444)	\$ 482,444	\$ 354,930	\$ -	\$ 80,245	\$ 30,352	\$ -	\$ 465,528	\$ 46,553	\$ 418,975
B.3.2 to B.3.6.Site 44	Oat Mountain OAT	\$ 81,295	\$ (175,367)	\$ 176,493	\$ -	\$ -	\$ -	\$ 80,168	\$ -	\$ -	\$ 8,129	\$ 73,165
B.3.2 to B.3.6.Site 45	Oat Mountain OMC	\$ 854,894	\$ -	\$ 176,490	\$ 92,354	\$ 426,709	\$ 123,651	\$ 35,691	\$ -	\$ -	\$ 85,489	\$ 769,405
B.3.2 to B.3.6.Site 46	Oat Mountain Nike	\$ -	\$ -	\$ 203,799	\$ -	\$ -	\$ -	\$ 27,471	\$ -	\$ 231,270	\$ 23,127	\$ 208,143
B.3.2 to B.3.6.Site 47	Puente Hills	\$ 922,240	\$ (479,842)	\$ 482,925	\$ 355,603	\$ 485,146	\$ 45,509	\$ 32,899	\$ -	\$ -	\$ 92,224	\$ 830,016
B.3.2 to B.3.6.Site 48	Portal Ridge		\$ (480,139)	\$ 483,223	\$ 92,357	\$ 132,679	\$ 45,708	\$ 54,116	\$ -	\$ 327,945	\$ 32,795	\$ 295,151
B.3.2 to B.3.6.Site 49	Pomona 1620 Hillcrest	\$ -	\$ -	\$ 483,223	\$ -	\$ -	\$ 45,708	\$ 32,929	\$ -	\$ 561,860	\$ 56,186	\$ 505,674
B.3.2 to B.3.6.Site 50	Redondo Beach PD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 212,620	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 51	Rolling Hills Transmit	\$ -	\$ (911,752)	\$ 917,609	\$ 237,432	\$ -	\$ 123,657	\$ 28,417	\$ -	\$ 395,364	\$ 39,536	\$ 355,827
B.3.2 to B.3.6.Site 52	Rio Hondo	\$ 612,387	\$ (911,455)	\$ 917,311	\$ 383,845	\$ 109,525	\$ 80,566	\$ 32,596	\$ -	\$ -	\$ 61,239	\$ 551,148
B.3.2 to B.3.6.Site 53	Rancho Palos Verde City Hall	\$ 213,859	\$ -	\$ 176,055	\$ -	\$ -	\$ -	\$ 37,803	\$ -	\$ -	\$ 21,386	\$ 192,473
B.3.2 to B.3.6.Site 54	San Augustine	\$ 862,212	\$ -	\$ 548,133	\$ 205,519	\$ -	\$ 80,765	\$ 27,795	\$ -	\$ -	\$ 86,221	\$ 775,991
B.3.2 to B.3.6.Site 55	San Dimas	\$ 334,736	\$ (480,139)	\$ 483,223	\$ 205,519	\$ -	\$ 80,765	\$ 45,368	\$ -	\$ -	\$ 33,474	\$ 301,262
B.3.2 to B.3.6.Site 56	Signal Hill	\$ 815,924	\$ -	\$ 483,223	\$ 289,775	\$ -	\$ -	\$ 42,926	\$ -	\$ -	\$ 81,592	\$ 734,331
B.3.2 to B.3.6.Site 57	San Pedro Hill	\$ 1,039,983	\$ -	\$ 483,223	\$ 356,021	\$ 171,476	\$ -	\$ 29,263	\$ -	\$ -	\$ 103,998	\$ 935,984
B.3.2 to B.3.6.Site 58	Saddle Peak	\$ 1,284,413	\$ -	\$ 548,133	\$ 198,138	\$ 426,740	\$ 80,765	\$ 30,636	\$ -	\$ -	\$ 128,441	\$ 1,155,971
B.3.2 to B.3.6.Site 59	Sunset Ridge	\$ 793,544	\$ -	\$ -	\$ 205,228	\$ 428,999	\$ 123,333	\$ 35,984	\$ -	\$ -	\$ 79,354	\$ 714,189
B.3.2 to B.3.6.Site 60	San Vicente Peak	\$ 1,036,887	\$ -	\$ 548,133	\$ 166,212	\$ 210,547	\$ 80,765	\$ 31,230	\$ -	\$ -	\$ 103,689	\$ 933,198
B.3.2 to B.3.6.Site 61	Southwest Area Station	\$ 162,316	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 162,316	\$ -	\$ -	\$ 16,232	\$ 146,085
B.3.2 to B.3.6.Site 62	Topanga Peak	\$ 1,203,027	\$ -	\$ 1,002,901	\$ -	\$ 79,904	\$ 80,765	\$ 39,457	\$ -	\$ -	\$ 120,303	\$ 1,082,725
B.3.2 to B.3.6.Site 63	Tejon Peak	\$ 219,249	\$ (480,139)	\$ 483,223	\$ 92,357	\$ -	\$ 80,765	\$ 43,042	\$ -	\$ -	\$ 21,925	\$ 197,324
B.3.2 to B.3.6.Site 64	Tower Peak	\$ 707,395	\$ (479,365)	\$ 482,444	\$ 197,515	\$ 423,935	\$ 45,189	\$ 37,676	\$ -	\$ -	\$ 70,739	\$ 636,655
B.3.2 to B.3.6.Site 65	Verdugo Peak (city)	\$ -	\$ (522,426)	\$ 546,881	\$ 222,460	\$ 79,487	\$ 122,961	\$ 39,625	\$ -	\$ 488,989	\$ 48,899	\$ 440,090
B.3.2 to B.3.6.Site 66	Walker Drive	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6.Site 67	Whitaker Middle Peak	\$ 602,173	\$ (479,332)	\$ 482,412	\$ 92,033	\$ 423,818	\$ 45,167	\$ 38,076	\$ -	\$ -	\$ 60,217	\$ 541,955
B.3.2 to B.3.6.Site 68	100 Wilshire	\$ 272,892	\$ -	\$ -	\$ 197,561	\$ -	\$ -	\$ 75,330	\$ -	\$ -	\$ 27,289	\$ 245,602
B.3.2 to B.3.6.Site 69	Whittaker Ridge	\$ 410,870	\$ (479,332)	\$ 482,412	\$ 205,032	\$ 79,580	\$ 80,224	\$ 42,956	\$ -	\$ -	\$ 41,087	\$ 369,783
B.3.2 to B.3.6.Site 70	77TH Street Area Complex	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,945	\$ -	\$ 37,945	\$ 3,794	\$ 34,150
B.3.2 to B.3.6.Site 71	Devonshire Area station	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,877	\$ -	\$ 35,877	\$ 3,588	\$ 32,289
B.3.2 to B.3.6.Site 72	L.A. County Fire Command	\$ -	\$ (544,635)	\$ 548,133	\$ 198,138	\$ 14,711	\$ -	\$ 67,617	\$ -	\$ 283,966	\$ 28,397	\$ 255,569
B.3.2 to B.3.6.Site 73	Valley Dispatch Center	\$ -	\$ -	\$ -	\$ -	\$ 14,711	\$ -	\$ 37,705	\$ -	\$ 52,416	\$ 5,242	\$ 47,174
B.3.2 to B.3.6.Site 74	FCCF_Core	\$ 41,568	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,568	\$ -	\$ -	\$ 4,157	\$ 37,412
B.3.2 to B.3.6.Site 75	LAPDVDC_Core	\$ 41,568	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,568	\$ -	\$ -	\$ 4,157	\$ 37,412
Site Equipment Subtotal		\$ 23,011,868	\$(14,748,364)	\$ 25,945,412	\$ 9,041,738	\$ 12,002,773	\$ 3,163,247	\$ 2,925,101	\$ 212,620	\$ 15,318,041	\$ 3,832,991	\$ 34,496,918
		AD	DITIONA	L SITES (A	AMENDM	ENT NO. 1	10)					
B.3.2 to B.3.6	Equipment Delivery						I	I	I			
B.3.2 to B.3.6.Site 76	Airport Courthouse		\$ -	\$ 176,055				\$ 33,561		\$ 209,616	\$ 20,962	\$ 188,654
B.3.2 to B.3.6.Site 77	Beverly Hills' Coldwater Canyon Park		\$ -		\$ 165,834		Ĭ	\$ 29,375	1	\$ 742.588	\$ 74.259	\$ 668,329
B.3.2 to B.3.6.Site 78	FS 136		\$ -	\$ 176,254	\$ -	\$ -	\$ -	\$ 39.134	1	\$ 215,389	\$ 21,539	\$ 193,850
B.3.2 to B.3.6.Site 79	LA City Hall East (Note 4)		\$ (547,158)	\$ 547,158	\$ 66.058	-	-	\$ 49,600	1	\$ 115,658	\$ 11,566	\$ 104,092

Deliverable / Task / Section No. (Exhibit A, Exhibit B, or Base Document)	Deliverable	Total Unilateral Option Sum for Equipment (Note 1)	Equipment Purchase in Phase 1 Credit per Site ^(Note 1)	DTVRS	ACVRS	LARTCS	NMDN	Microwave	Credits (Note 2)	Total Contract Sum - Total Payable Amount for Equipment	10% Holdback Amount	Payable Amount Less 10% Holdback
B.3.2 to B.3.6.Site 80	Olinda		\$ -					\$ 31,324		\$ 31,324	\$ 3,132	\$ 28,192
Subtotal for A	Additional Sites (Amendment No. 10)	\$ -	\$ (547,158	\$ 1,446,847	\$ 231,893	\$ -	\$ -	\$ 182,994	\$ -	\$ 1,314,575	\$ 131,457	\$ 1,183,117
B.3.7	Consoles for LARTCS	\$ 502,275	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,228	\$ 452,048
B.3.8	Logging Recorder	\$ 1,576,467	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 157,647	\$ 1,418,820
B.3.9	System Management and Monitoring Subsystem	\$ 445,681	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,568	\$ 401,113
B.1.6	FCC Licensing (Note 6)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Pre-Installation Testing Acceptance - Core Staging											
B.3.10	for SOT Prep		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Pre-Installation Testing Acceptance - Core Staging											
B.3.10.1.DTVRS	for SOT Prep (DTVRS)	\$ 2,344,147	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 234,415	\$ 2,109,732
D 2 10 1 4 CV/DC	Pre-Installation Testing Acceptance - Core Staging	d 746 500	ф	6		ch.	dr.	6	ch.	ф	Φ 74.650	Φ 671.004
B.3.10.1.ACVRS	for SOT Prep (ACVRS) Pre-Installation Testing Acceptance - Core Staging	\$ 746,582	\$ -	\$ -	\$ -	\$ -	\$ -	5 -	\$ -	\$ -	\$ 74,658	\$ 671,924
B.3.10.1.LARTCS	for SOT Prep (LARTCS)	\$ 966,294	\$ -	s -	s -	s -	\$ -	s -	s -	s -	\$ 96,629	\$ 869,664
	Pre-Installation Testing Acceptance - Core Staging	7 700,-21	-	Ť	Ť	-	-	-	-	_	7 70,0-2	+ 000,000
B.3.10.1.NMDN	for SOT Prep (NMDN)	\$ 254,660	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,466	\$ 229,194
	Pre-Installation Testing Acceptance - Core Staging											
B.3.10.1.FINAL	for SOT Prep FINAL	\$ 250,626	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,063	\$ 225,563
	Pre-Installation Testing Acceptance - Balance of											
B.3.10.2.BALANCE	Sites by Site	\$ 2,456,627	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 245,663	\$ 2,210,965
	Equipment Shipment: Credit for Portable Radio	¢ (261,000)	ф	¢	¢	¢	¢	¢	¢	¢.	¢ (26 100)	e (225.710)
	Upgrades Performance Bond for Phase 3 - Supply LMR	\$ (361,900)	\$ -	3 -	3 -	\$ -	\$ -	3 -	\$ -	\$ -	\$ (36,190)	\$ (325,710)
Base.22.3.2	System Components	\$ -	\$ _	\$ -	\$ -	\$ -	s -	\$ -	\$ -	\$ 474,041	s -	\$ 474,041
D430.22.3.2	Total Lease Costs for Phase 3 - Supply LMR System	Ψ -	Ψ	Ψ	Ψ	Ψ	Ψ	Ψ -	Ψ	Ψ -77-,0-1	Ψ -	Ψ -1/-1,0-11
	Components	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Base.22.2.1	Liability Insurance (General and Professional)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 440,691	\$ -	\$ 440,691
Total for Phase 3 - Supply	LMR System Components:	\$ 32,193,326	\$(15,295,522	\$ 27,392,259	\$ 9,273,631	\$ 12,002,773	\$ 3,163,247	\$ 3,108,096	\$ 212,620	\$ 17,547,348	\$ 4,882,594	\$ 44,858,080

Note 1: Pursuant to Amendment No. Three, effective as of December 19, 2013, (a) Contractor's provision and implementation of certain equipment reflected in Exhibit C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C.2 (Schedule of Payments Phase 3 and 4 to Phase 1; and (b) Contractor was engaged to provide and implement under Phase 1, certain additional equipment reflected in Exhibit C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, (the equipment described in clauses (a) and (b) is collectively referred to as the "Specified Equipment").

In connection therewith, (i) a Unilateral Option Sum in the amount of \$4,362,681 was moved from Schedules C.4 (Schedule of Payments Phase 3 – Supply LMR System Components) and C.5 (Schedule of Payments Phase 4 – System Implementation) to Exhibit C (Schedule of Payments) to Schedule C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, and thereafter such Unilateral Option Sum in the amount of \$1,285,230 was added to Schedule C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, and thereafter such Unilateral Option Sum was converted to a Contract Sum.

Note 2: Pursuant to Amendment No. Nine, effective November 19, 2014, the Authority removed 1 LMR System Site for Phases 1 through 4. As such, Credits were realized in the amount of \$646,001. However, the cost for preparing Project Descriptions for 26 potential replacement sites in the amount of \$303,524 was taken from the Credits. The remaining Credit balance of \$342,477 is reserved for use for a future replacement site.

Note 3: Pursuant to Amendment No. Ten, effective February 17, 2015, Exhibit C.3 (Schedule of Prices - Supply LMR System Components) was amended by Amendment No. 10 to reflect the conversion of Unilateral Option Sum to Contract Sum for (a) the conversion of Unilateral Option Sum to Contract Sum for for eight (8) LMR System Site currently contemplated in the Design and the addition of five (5) LMR System Sites; and (b) the removal of four (4) sites.

Note 4: Credit in the amount of \$547,158 for LAH was moved to LAHE in Amendment No. 10 for recordkeeping purposes.

Deliverable / Task / Section No. (Exhibit A, Exhibit B, or Base Document)	Deliverable	Total Unilateral Option Sum for Equipment (Note 1)	Equipment Purchase in Phase 1 Credit per Site ^(Note 1)	DTVRS	ACVRS	LARTCS	NMDN	Microwave	Credits (Note 2)	Total Contract Sum - Total Payable Amount for Equipment	10%	Payable Amount Less 10% Holdback	
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Note 5: Pursuant to Amendment No. Eleven, effective April 28, 2015, Exhibit C.3 (Schedule of Prices - Supply LMR System Components) was amended by Amendment No. 11 to reflect the a credit in the amount of \$547,158 that was moved from LAH to LAHE in Amendment No. 10.

Note 6: Pursuant to Amendment No. Twelve, effective June ____ 2015, Exhibit C.3 (Schedule of Prices - Supply LMR System Components) was amended by Amendment No. 12 to shift FCC Licenesing costs to Phase 1, in the amount of \$284,041.



Statement of Work

OnSite Infrastructure Response and Dispatch Service

1.0 Description of Services

The Motorola System Support Center (SSC) will receive Customer request for service and dispatch a Servicer. For Mesh system a Servicer will be dispatched only to the central site where the Mobile Integrated System Controller (MISC) is located. The Servicer will respond to the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC will maintain contact with the on-site Servicer until System Restoral and Case is closed. The SSC will Continuously track and manage Cases from creation to close through an automated Case tracking process. This Case management allows for Motorola to provide Case activity reports.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

- 2.0 Motorola has the following responsibilities:
 - 2.1. Continuously receive service requests.
 - 2.2. Create a Case as necessary when service requests are received. Gather information to perform the following:
 - 2.2.1. Characterize the issue.
 - 2.2.2. Determine a plan of action.
 - 2.2.3. Assign and track the Case to resolution.
 - 2.3. Dispatch a Servicer as required by Motorola standard procedures and provide necessary Case information collected in 2.2.
 - 2.4. Ensure the required personnel have access to Customer information as needed.
 - 2.5. Servicer will perform the following on-site:
 - 2.5.1. Run diagnostics on the Infrastructure or FRU.
 - 2.5.2. Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
 - 2.5.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
 - 2.5.4. If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
 - 2.6. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification in the Customer Support Plan required by section 3.2. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
 - 2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
 - 2.8. Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
 - 2.9. Notify Customer of Case Status as defined required by the Customer Support Plan:
 - 2.9.1. Open and closed; or
 - 2.9.2. Open, assigned to the Servicer, arrival of the Servicer on-site, deferred or delayed, closed.
 - 2.10. Provide Case activity reports to Customer.
- 3.0 Customer has the following responsibilities:
 - 3.1. Contact Motorola, as necessary, to request service Continuously.
 - 3.2. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
 - 3.2.1. Case notification preferences and procedure.



- 3.2.2. Repair Verification preference and procedure.
- 3.2.3. Database and escalation procedure forms.
- 3.2.4. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.3. Provide the following information when initiating a service request:
 - 3.3.1. Assigned System ID number.
 - 3.3.2. Problem description and site location.
 - 3.3.3. Other pertinent information requested by Motorola to open a Case.
- 3.4. Allow Servicers access to Equipment.
- 3.5. Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.5.2.
- 3.6. Maintain and store in an easily accessible location any and all Software needed to Restore the System.
- 3.7. Maintain and store in an easily accessible location proper System backups.
- 3.8. For E911 systems, test the secondary/backup PSAP connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 3.9. Verify with the SSC that Restoration is complete or System is functional, if required by Repair Verification preference provided by Customer in accordance with section 3.2.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.



Severity Definitions Table

Severity Level	Problem Types
Severity 1	 Response is provided Continuously Major System failure 33% of System down 33% of Site channels down Site Environment alarms (smoke, access, temp, AC power. This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	 Response during Standard Business Day Significant System Impairment not to exceed 33% of system down System problems presently being monitored This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	 Response during Standard Business Day Intermittent system issues Information questions Upgrades/Preventative maintenance This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

Response Times Table (Customer's Response Time Classification is designated in the Service Agreement)

Severity	Standard Response	Premier Response Time	Limited Response	Off Deferral
Level	Time	-	Time	
Severity 1	Within 4 hours from	Within 2 hours from	Within 4 hours	Time provided by
	receipt of Notification	receipt of Notification	from receipt of	Servicer *
	Continuously	Continuously	Notification	
			Standard Business	
			Day	
Severity 2	Within 4 hours from	Within 4 hours from	Within 4 hours	Time provided by
	receipt of Notification	receipt of Notification	from receipt of	Servicer *
	Standard Business Day	Standard Business Day	Notification	
			Standard Business	
			Day	
Severity 3	Within 24 hours from	Within 24 hours from	Within 24 hours	Time provided by
	receipt of Notification	receipt of Notification	from receipt of	Servicer *
	Standard Business Day	Standard Business Day	Notification	
			Standard Business	
			Day	

- Please note these are Standard Commitment times. The commitment times should be based on the Customers Support Plan.
- Provide update **before** the specific contractual commitments come due.
 - * Note: Provide update to System Support Center **before** Deferral time comes due.





Statement of Work

Infrastructure Repair

1.0 Description of Services

Infrastructure Repair is a repair service for Motorola and select third party Infrastructure as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated into this Statement of Work (SOW) by this reference. Customer's System type determines which exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). Infrastructure may be repaired down to the Component level, as applicable, at the Motorola Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If Infrastructure is no longer supported by the original equipment manufacturer or third party vendor, Motorola may replace Infrastructure with similar Infrastructure, when possible.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

- 2.0 Motorola has the following responsibilities:
 - 2.1. Provide repair return authorization numbers when requested by Customer.
 - 2.2. Receive malfunctioning Infrastructure from Customer and document its arrival, repair and return.
 - 2.3. Perform the following service on Motorola Infrastructure:
 - 2.3.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
 - 2.3.2. Replace malfunctioning FRU or Components.
 - 2.3.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications, as applicable
 - 2.3.4. Perform a Box Unit Test on all serviced Infrastructure.
 - 2.3.5. Perform a System Test on select Infrastructure.
 - 2.4. Provide the following service on select third party Infrastructure:
 - 2.4.1. Perform pre-diagnostic and repair services to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.4.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service, when applicable.
 - 2.4.3. Track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
 - 2.4.4. Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning Infrastructure has been repaired and functions properly in a Motorola System configuration, when applicable.
 - 2.5. Re-program repaired Infrastructure to original operating parameters based on templates provided by Customer as required by Section 3.3. If Customer template is not provided or is not reasonably usable, a standard default template will be used. If IDO determines that the malfunctioning Infrastructure is due to a Software defect, IDO reserves the right to reload Infrastructure with a similar Software version. Enhancement Release(s), if needed, are subject to additional charges to be paid by Customer unless the Customer has a Motorola Software Subscription agreement.
 - 2.6. Properly package repaired Infrastructure.
 - 2.7. Ship repaired Infrastructure to the Customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Select third party FRU. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges

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- 3.0 Customer has the following responsibilities:
 - 3.1. Contact or instruct Servicer to contact the Motorola System Support Center (SSC) and request a return authorization number prior to shipping malfunctioning Infrastructure or third party Infrastructure named in the applicable attached Exhibit.
 - 3.1.1. Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Infrastructure.
 - 3.1.2. Indicate if Infrastructure or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage.
 - 3.1.3. Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.
 - 3.1.4. Provide Customer purchase order number to secure payment for any costs described herein.
 - 3.2 Properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola. Customer is responsible for properly packaging the Customer malfunctioning Infrastructure FRU to ensure that the shipped Infrastructure arrives un-damaged and in repairable condition. Clearly print the return authorization number on the outside of the packaging.
 - 3.3 Maintain templates of Software/applications and Firmware for re-loading of Infrastructure as set forth in paragraph 2.5.
 - 3.4 For Digital In-Car Video Infrastructure, remove video from equipment prior to sending Infrastructure in for repair. Video retrieval is a separate service and is not included as part of this SOW. Additional services and fee applies.
 - 3.5 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair services to Customer.
 - 4.0 In addition to any exclusions named in Section 5 of the Service Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded from Infrastructure Repair:
 - 1. All Infrastructure over seven (7) years from product cancellation date.
 - 2. All Broadband/WiNS Infrastructure three (3) years from product cancellation date.
 - 3. Physically damaged Infrastructure.
 - 4. Third party Equipment not shipped by Motorola.
 - 5. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges.
 - 6. Video retrieval from Digital In-Car Video equipment.
 - 7. Test equipment.
 - 8. Racks, furniture and cabinets.
 - 9. Firmware and/or Software upgrades.



ASTRO® 25 Infrastructure	Indusions Evalusions Evacutions and Notes
Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre- amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Backhaul	Includes PTP (Point-to-Point Wireless) PTP 49600 and PTP 800 licensed series Excludes all other PTP technologies
Base Station(s) and Repeater(s)	Includes Quantar, MTR3000, STR3000, GTR8000, GTR8000 HPD, IntelliRepeater, Network Management (Please refer to the SOW for details) is not available on all stations. Quantar high power booster power amplifier, power supply and control board Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys, Telco, IMACS models 600, 800. Excludes Siemens
Comparator(s)	Includes Spectratac, Digitac, and ASTRO-tac 9600, ASTRO-tac 3000, GMC8000, Comparators.
Computer(s)/Workstations/Modems	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, PT800 tablet HP x1100, HPx2100, HP xw4000-4600, HPz400, HP VL600, HP VL800, HPz400, ML850 laptop, MW810, ML900 laptop, ML910 laptop, Compaq XW4000. Includes keyboards, mice, trackballs. Excludes all other laptop and desktop computer technologies and all 286, 386, 486 computers; defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention,
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000, VPM, as part of complete communication System – including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller - trunking	Includes SmartNet II prime and remote controllers, MTC3600, GCP8000, Site Controller PSC9600, CSC7000, MTC9600, MZC3600, MZC5000 (Includes Netra240 & T5220). Excludes SSMT and SCMS controllers. CD ROM Drive, Fan Tray
Dictaphones and Recording Equipment	Excludes all types and models.
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Firewalls	Includes Nortel Alteon ASF5105, 5106, Juniper SS520, ISSG140, SSG5, ISG1000C, ISG2000
Intrusion Detector	Includes Proventia 201 Linux IDSS, Proventia CX4002C
ISSI Gateway	Includes T5220 Sun server Solaris 10 OS
Links	Includes PTP 49600 and 800 licensed series
Logging Recorder Management Terminals	Excludes all technologies see SOW specifically for NICE logging recorders Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention, as well as monitors that were not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Motobridge	Included
Moscad	Includes NFM (Network Fault Management), as part of communication System only, RTU, SDM Site Manager RTU. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.

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ASTRO 25 Infrastructure	Inclusions, Exclusions, Exceptions and Notes
Repair cont.	•
Network Fault Management	Includes Full Vision, Unified Event Manager
-	Excludes NMC
Gateway	Includes PDG:CPX8216, IVD & HPD PDG on HP DL360, MOTOBRIDGE
Printer(s)	Includes printers that directly interface with the communications system.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC, GPW8000, GTR8000, GTR8000 HPD Receivers.
	Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
Routers	Includes GGM8000, ST5500, ST5598, S2500-S6000
Servers	Includes Netra 240, Netra T5220, cPCI, HP DL360, HP ML370, HP ML110, HP ML530, HP TC2110,
	2120 HP InfoVista Server. IR8000 series, LX4000 series, Intel Server TSRL-T2, TIGPR2U, Proventia
	201 Linux IDSS, Proventia GX4002C, Trak9100.
	Network Management Server includes cPCI Chassis, Power Supply, Fan Tray, Controller Hard Drive,
	CD ROM Drive, Tape Drive, CPU, Client PC's, Core Security Management Server, Firewall Servers,
	Intrusion Detection Sensor Server.
	Excludes Dell Servers, Monitors, Memory Module 0182915Y02, Rear Fan RLN5352, Central Process
	Card 0182915Y01
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System.
Secure	Includes KMF crypto card, end to end Cryptor for IVD PDEG Cryptr
SMARTX	Includes VPM
Switch	Includes Nortel Passport PBX, Cisco Catalyst 6509, HP 5308 LAN switch, HP ProCurve Switch 2524,
	2650, 2626, HP3500, HP2610, 3Com PS40, SS1100
Telco PBX	Includes Avaya Difinity PBX, S8300, S8500, Intel Server (ACSS), TSRLT2, TIGPR2U
Terminal Servers	Includes IR8000, LX4000S, LX4000T, Paradyne
Universal Simulcast Controller	Included
Interface(s)	
UPS Systems	Excluded from service agreements but may be repaired on an above contract, time and material basis.
	All UPS Systems must be shipped to IDO for repair.
	Excludes batteries and any on-site services.
Workstation	Included



SmartZone System	Inclusions, Exclusions, Exceptions and Notes
Infrastructure Exhibit	
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas,
	cables, towers, tower lighting, and transmission lines.
Base Station(s) and Repeater(s)	Includes: Quantar, Quantro, Digital, MTR2000 ONLY.
Central Electronics Bank(s)	Includes Logging Recorder, Interface and Network Hub
	Excludes all other technologies
	see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys and Telco
、	Excludes Siemens
Comparator(s)	Includes Spectratac, Digitac, and ASTRO-tac Comparators
Computer(s)	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including
1 ()	Systemwatch II, keyboards, mice and trackballs.
	Excludes laptop computers and all 286, 386, 486 computers, defective or phosphor-burned cathode ray tubes CRT(s)
	and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System –
Console(s)	including headset jacks, dual footswitches, and gooseneck microphones.
	Excludes cables
Controller(s) -Trunking	Includes SmartNet II prime and remote controllers.
Controller(s) - Trunking	Excludes SSMT and SCMS controllers.
Dictaphones, Logging Recorders and	Excludes all other technologies
Recording Equipment	see SOW specifically for NICE logging recorders
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Management Terminals	Includes AEB, AIMI, ZAMDI, AMB Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including
Wanagement Terminals	Systemwatch II.
	Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment
Microwave Equipment.	must be shipped to IDO.
	Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the
Wollton(3)	communications System.
	Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as
	well as monitors that were not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Includes NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and
11100000	System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000.
	Excludes all other fire alarming systems.
Motobridge	Included
Network Fault Management	Includes Full Vision
č	Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar and MTR2000, ASTRO-TAC Receivers
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System.
Site Frequency Standard(s)	Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller	Included
Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems
OI 5 Systems.	must be shipped to IDO for repair.
	Excludes batteries and any on-site services.
Zone Manager	Excludes HP715/33, HP 715/50 servers.
Zone manager	
	Excludes x-terminals NDS14C and NDS17C
7 0 (11 ()	
Zone Controller(s)	Includes console terminals.
Zone Controller(s)	Includes console terminals. Excludes all Sun/IMP hard drives except TLN3495A 0820 1 GB drive as well as the following SUN/IMP CPUSET's: TLN3278B 0406, TLN3343A 0424 and TLN3278A 0181/0389.

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SmartNet System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Base Station(s) and Repeater(s)	Includes Quantar, Quantro, Digital MSF5000, MTR2000, and Desktrac L35SUM7000-T Repeaters ONLY. Network Management (please refer to the SOW for details) is not available on
Central Electronics Bank(s)	all stations. Includes Logging Recorder Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys and Telco. Excludes Siemens
Comparator(s)	Includes Spectratac, Digitac, and ASTRO-tac Comparators.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs, Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System – including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller - trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all other technologies see SOW specifically for NICE logging recorders
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	INFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.
Motobridge	Included
Network Fault Management	Includes Full Vision. Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC Receivers.

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1303 E. Algonquin Road, Schaumburg, IL 60196 U.S.A.\ Approved by Contract and Compliance 11/20/09 Version 2.0 5/16/13



SmartNet System	Inclusions, Exclusions, Exceptions and Notes
Infrastructure cont.	
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

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Broadband	Inclusions, Exclusions, Exceptions and Notes
Infrastructure Exhibit	•
Access Points	Includes PMP (Canopy), Motomesh Duo, Motomesh Quattro, Meshcam, Motomesh Solo, Motomesh AP7181
	intelligent access points.
	Excludes all other technologies
Backhaul	Includes PMP (Canopy) and PTP (Point-to-Point Wireless) PTP 49600 and 800 licensed series
	Excludes all other technologies
Cables, connectors and testers	Excluded
Cameras	Includes Meshcam
	Excludes all other technologies, fixed black & white, color, pan tilt zoom analog, pan tilt zoom IP, fixed
	hybrid (IP and Analog) cameras
Cluster Management Modules	Includes PMP (Canopy).
(CMM)	Excludes all other technologies
Digital Video Recorder	Includes Mobile Video Enforcer
	Excludes all other technologies
Docking Station	Includes Mobile Video Enforcer
	Excludes all other technologies
GPS Synch Box	Excluded
Links	Includes PTP 49600 and 800 licensed series
Mobile Internet Switching	Excluded
Controller(MISC)	
Modems	Includes Mobile Video Enforcer
	Excludes all other technologies
Monitors	Includes Mesh,MotoMesh
	Excludes all other technologies
Mounting Bracket	Excluded
Multiplexers	Excluded
Network Interface Card	Excludes RAD data multiplexers
Network Switches	Includes Mesh, MotoMesh, Meshcam
	Excludes all other technologies
Networking Enablers	Included
Personal Tracking Device	Excludes Asymmetric DSL Broadband Gateway, Asymmetric Customer Premise Equipment, Symmetric DSL
	Broadband Gateway, Symmetric DSL-CPE's and accessories
Power Supply	Includes MeshTrack
	Excludes all other technologies
Reflector Hardware Kit	Included
Server	Excluded
Software	Included HP DL360, Mobile Video Enforcer system server
	Excludes all other technologies
Subscriber Modules	Excluded
Surge Suppressor/LPU	Includes, PMP (Canopy)
**************************************	Excludes all other technologies
UPS	Excluded
Video Recording System	Excluded from service agreements but may be repaired on an above contract, time and material basis. All
	UPS Systems must be shipped to IDO for repair. Excludes batteries and any one-site services.
Wireless Router AC and DC	Includes Mobile Video Enforcer
Input	Excludes all other technologies



Conventional System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Base Station(s) and Repeater(s)	Quantar, Quantro, MTR2000, MTR3000, GTR8000 including IPCCGW. Excludes MICOR and MSF5000
Central Electronics Bank(s)	Includes logging recorder interface and network hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys and Telco. Excludes Siemens
Comparator(s)	Includes Spectratac, Digitac, ASTRO-tac, GMC8000.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System – including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables and Commandstar mother board CDN6271. Commandstar and Commandstar Lite are also excluded as a conventional system operator position but can be covered when services are purchased separately.
Dictaphones, Logging Recorders and	Excludes all technologies
Recording Equipment	see SOW specifically for NICE logging recorders
Digital Interface Unit(s) (DIU)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Includes NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000 Excludes all other fire alarming systems.
Motobridge	Included
Printer(s)	Includes printers that directly interface with the communications System.
Receiver(s)	Includes Quantar, MTR2000, ASTRO-TAC, GPW8000 receivers.
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.



Data System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Base Station(s) and Repeater(s)	Includes Quantar (DSS3, DBS), GTR8000.
Computer(s)	Includes computers (Pentium I, II, III, IV) that directly interface with or control the
•	communications System. Includes keyboards, mice and trackballs.
	Excludes laptop computers and all 286, 386, 486 computers.
	Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel
	display image retention.
Dictaphones , Logging Recorders and	Includes NICE
Recording Equipment	Excludes all technologies
	see SOW specifically for NICE logging recorders
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material
	basis. All equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or
	control the communications System.
	Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel
	displays image retention as well as monitors not shipped by Motorola and/or cannot be
	confirmed by a Motorola factory order number.
Printer(s)	Includes printers that directly interface with the communications System.
Radio Network Controller	Includes One (1) RNC and One (1) RNC Console. Redundant RNC's must be quoted
	separately.
	Excludes RNC1000, NCP500, NCP2000, NCP2500 and NCP3000.
Site Data Link Modem(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material
	basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site
	services.
Wireless Network Gateway	Excluded from the prime/remote site or system agreement but can be covered when services are
	purchased separately.

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Console Only Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Card Cages	Included
Central Electronics Bank(s) (CEB)	Includes Logging Recorder Interface and Network Hub, Base Interface Module (BIM), Console Operator Interface Module (COIM), Operator Interface Module (OMI). Excludes all other technologies
	see SOW specifically for NICE logging recorders
Central Electronic Shelf (CES)	Included
Computer(s)	Includes computers that directly interface with CEB. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes consoles (CommandSTAR, CommandSTAR lite, Centracom Gold Elite MCC7500, MCC7500 w/ VPM, MCC5500, MIP5000, MC1000, MC2000, MC2500, MC3000) as part of complete communication System – Including headset jacks, dual footswitches, and gooseneck microphones and Console Interface Electronics. Excludes cables
Console Audio Box (CAB)	Included
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Junction Box	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Site Frequency Standard(s)	Includes Netclocks systems Excludes MFS -Rubidium Standard Network Time and Frequency devices
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.



Digital In-Car Video	Inclusions, Exclusions, Exceptions and Notes
Infrastructure Exhibit	
Cables, connectors and testers	Excluded
Cameras	Includes 22X Front Camera. Excludes rear cameras
Data Talker Wireless Transmitters	Excluded
Digital Video Recorder	Includes Base unit running DP-2 software
Data Storage Module	Included
LCD Monitor	Includes DP-1 &DP-2 versions only
Video Retrieval	It is the customer's responsibility to remove the video before sending the DSM into the Motorola Repair Depot for repair. Video retrieval is a separate service and is excluded from this SOW.



MOTOTRBO	Inclusions, Exclusions, Exceptions and Notes
Infrastructure Exhibit	
XRC9000 Single Site or Multi Site Controller	Included TT2213 single site; TT2215 multi site
MTR3000	Includes T3000
MIP5000 MOTOTRBO Gateway	Includes L3598
XRT9000 Gateway	Includes TT2386A

OnSite Infrastructure Response

Motorola OnSite Infrastructure Response provides local, trained and qualified technicians who arrive at your location to diagnose and restore your communications network. Following proven response and restore processes, Motorola Dispatch contacts the local authorized service center in your area and dispatches a qualified technician to your site. An automated escalation and case management process ensures that technician site arrival and system restoration comply with contracted response times. The field technician restores the system by performing first level troubleshooting on site. If the technician is unable to resolve the issue, the case is escalated to the System Support Center or product engineering teams as needed.



Statement of Work

Security Update Service (SUS)

1.0 Definitions

Terms that are capitalized but not defined in this Statement of Work shall have the definition given to such terms in the Service Terms and Conditions, the Communications System Agreement or other applicable agreement. The following terms have the following meanings:

- 1.1 Non-Motorola Software: Software whose copyright is owned by a party other than Motorola or its affiliated company, including but not limited to the anti-virus definitions, operating system software patches and signature files that will be pre-tested pursuant to this Statement of Work.
- 1.2 System: The currently shipping Motorola ASTRO® 25 System Release and up to 5 releases prior.
- 1.3 Supported Release: Security Update Service is available on the currently shipping Motorola ASTRO® 25 System Release and up to 5 releases prior. If a customer is on a System Release outside of the N-5 release schedule, then they cannot purchase this service.

2.0 Description of Services

With Security Update Service ("Service"), Motorola pretests the updated commercial anti-virus definitions for the Microsoft Windows based boxes on a System. This Service includes Motorola obtaining Microsoft Security Updates for Windows operating system, Solaris recommended patch bundles, Red Hat Linux security patches, anti-virus definitions* and intrusion detection sensor updates for Motorola supplied equipment from applicable original equipment manufacturer (OEM).

Motorola will evaluate and pre-test each update on Motorola's ASTRO 25 test System components for operational impact. Motorola's verification and evaluation process for anti-virus definitions will consist of applying each update to an appropriate ASTRO 25 system release that corresponds and is consistent with supported** and fielded systems.

Each assessment will consist of no less than 36 hours of examination time to evaluate the impact each anti-virus update has to the system. Upon satisfactory completion of the assessment pertaining to anti-virus signatures, these updates will be provided on a weekly basis either automatically or through connecting to Motorola's secured extranet connection. When anti-virus definitions classified as Category 4 (Severe, difficult to contain) and Category 5 (Very Severe, very difficult to contain) by the commercial

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supplier are released, Motorola will determine if a high-priority release is necessary. Operating system updates/patches will be made available to our customers electronically upon successful testing in our lab environments on a monthly basis for Microsoft patches and on a quarterly basis for all others.

NOTICE: If a customer wants antivirus and IDS updates automatically deployed onto their network, then they must purchase the Security Monitoring service. Otherwise, customers may download the updates from the secure extranet site and manually deploy them onto their network. Motorola will perform testing only on standard configurations certified by Motorola System Integration Testing (SIT) and Motorola supplied equipment/software prior to making an update available to Customers.

- * Not all systems are provided antivirus for Microsoft and UNIX platforms. To receive full antivirus support under this service offering, the customer must have a standard ASTRO 25 system that is supported and also has implemented antivirus for UNIX.
- ** Supported is defined as the current system release and the last five prior. Support beyond this model requires approval from the Customer Service Manager and the Security Services Product Manager. For extended coverage, please communicate a formal request to your account manager.

The customer will be responsible for deploying Microsoft, Oracle, Sun Microsystems, UNIX, and Linux security updates from a Motorola provided secured extranet Web site. Antivirus and IDS updates will be capable of being pushed automatically to the customer ASTRO25 network only if the Security Monitoring service is purchased by the customer. If there is a recommended configuration change that is successfully tested on the ASTRO 25 test System, Motorola will provide detailed instructions for performing the configuration change.

Inclusions: Security Update Service is available on the currently shipping Motorola ASTRO 25 System Release and up to 5 releases prior. If a customer is on a System Release outside of the N-5 release schedule, then they cannot purchase this service.

Exclusions: Systems that have non-standard configurations that have not been certified by Motorola SIT are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system (IDS) updates for IDS solutions not purchased through Motorola. NICE Recorder, certain consoles, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, and Radio Site Security products are also excluded. The scope of service coverage is defined by Motorola Services and is subject to change based on OEM support lifecycles. The terms and conditions of this Statement of Work are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.



- 3.0 Motorola has the following responsibilities:
- 3.1 Obtain anti-virus definitions for the Microsoft Windows platform, intrusion detection sensor signatures for Motorola supplied IDS, Microsoft Security Updates for Windows Operating system, Solaris operating system recommended patch bundles, and Red Hat Linux security patches from Motorola selected commercial suppliers.
- 3.2 Evaluate anti-virus definitions classified as Category 4 and 5 by Motorola selected commercial supplier to determine if a high-priority release is required. Motorola in its discretion will determine the urgency of the update based on the impact to the System.
- 3.3 Identify and document latest System vulnerabilities and compliance issues discovered during quarterly vulnerability scan performed in Section 3.4.
- 3.4 Investigate new vulnerabilities and compliance issues that are identified. Recommended response may include, but is not limited to, ASTRO 25 Systems, deploy security software updates; deploy operating system security updates or patches; implement configuration changes; upgrade to current ASTRO 25 System Release (actual upgrade expense not included in this service offering); or recommending a compensating control
- 3.5 Pre-test recommended remediation when applicable and make documentation and/or software updates available to Customer electronically.
- 3.6 Provide documented response with recommended remediation when applicable for all new vulnerabilities quarterly or at Motorola's discretion to Customer electronically.
- 3.7 Test anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches by deploying them on a dedicated ASTRO 25 test System with the standard supported configurations, which include Motorola's then current approved cohabitated applications.
- 3.8 Confirm that tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches do not degrade or compromise System functionality on dedicated test System within the standard supported configurations.
- 3.9 Address issues identified during testing to support functionality under the procedures specified in 3.8 above by working with Motorola selected commercial supplier or Motorola product development engineering team.
- 3.10 Release pre-tested anti-virus definitions and intrusion detection sensor signatures for Motorola supplied IDS electronically on a weekly basis upon successful completion of the weekly test cycle to be completed one week after release by commercial supplier unless an issue is detected or within 36 hours from Motorola selected commercial supplier's Category 4 & 5 certified virus definitions being available or at Motorola's discretion if determined by Motorola to be a high-priority release. Release may include

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the anti-virus definition file, intrusion detection sensor signatures, updated configuration files, instructions and other information deemed pertinent by Motorola.

- 3.11 Release Microsoft, Solaris and Red Hat Linux operating system security patches/updates when they are certified and available with instructions for obtaining patch/update for Customer deployment on the Customer system. Microsoft operating system security updates will be released monthly as available from Motorola selected commercial supplier upon successful completion of monthly test cycle. Solaris and Red Hat Linux operating system security patches will be released quarterly upon successful completion of quarterly test cycle or at Motorola's discretion.
- 3.12 Notify Customer when the latest release is available with instructions on where to obtain latest release.
- 3.13 Provide technical assistance if there is an issue with the installation of an update.
- 3.14 Maintain annual Customer subscriptions for anti-virus definitions and intrusion detection sensor signatures, with Motorola selected commercial supplier.
- 4.0 Customer has the following responsibilities:
- 4.1 Provide means for accessing pre-tested files electronically.
- 4.2 Deploy pre-tested files on Customer System as instructed in the "Read Me" text provided.
- 4.3 Implement recommended remediation(s) on Customer System as determined necessary by Customer.
- 4.4 Upgrade System to a Supported System Release as necessary to continue Service.
- 4.5 Identify one point of contact for issues specific to Security Update Service.
- 4.6 Cooperate with Motorola and perform all acts that are reasonable and/or necessary to enable Motorola to electronically provide Security Update Service Platinum to Customer.
- 4.7 Comply with the terms of the applicable license agreement between Customer and the Non-Motorola Software copyright owner.
- 4.8 Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause Customer and Motorola unnecessary or overly burdensome remediation efforts that may result in a service fee to Customer.



5 0 WARRANTIES AND DISCLAIMER.

Motorola warrants that its services will be free of defects in materials and workmanship for a period of ninety (90) days following completion of the service. Your sole remedies are to require Motorola to re-perform the affected service or at Motorola's option to refund, on a pro-rata basis, the service fees paid for the affected service.

During the applicable Warranty Period, Motorola warrants that the tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches do not degrade or compromise System functionality, and that after incorporation of the recommended remediation action the System Software, when used properly and in accordance with the Documentation, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Product and Software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." Whether a defect occurs will be determined solely with reference to the Documentation. Motorola does not warrant that Customer's use of the Software or Products will be uninterrupted or error-free or that the Software or the Products will meet Customer's particular requirements.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO PRETESTED ANTI-VIRUS DEFINITIONS, DATABASE SECURITY UPDATES, OPERATING SYSTEM SOFTWARE PATCHES, AND INTRUSION DETECTION SENSOR SIGNATURE FILES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHER, MOTOROLA DISCLAIMS ANY WARRANTY CONCERNING THE NON-MOTOROLA SOFTWARE AND DOES NOT GUARANTEE THAT CUSTOMER'S SYSTEM WILL BE ERROR-FREE OR IMMUNE TO VIRUSES OR WORMS AS A RESULT OF THESE SERVICES.



Statement of Work

Technical Support Service

1.0 Description of Services

The Technical Support service provides centralized remote telephone support for technical issues that require a high level of communications systems expertise or troubleshooting on Equipment. The Motorola System Support Center's (SSC) Technical Support Operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues. Technical Support Service: (i) does not include software upgrades that may be required for issue resolution; (ii) does not include Customer training; (iii) is only available for those system types supported and approved by Technical Support Operations and (iv) limited to Infrastructure currently supported by Motorola,

Technical Support is applicable to the following system types: ASTRO®, ASTRO® 25, ARC 4000, SmartZone® v2.0.3 and higher, SmartZone®/OmniLink®, E911, Private Data v2.0.3 and higher, SmartNet®, Conventional Two-Way, Wireless Broadband and Digital In-Car Video.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1. Respond to requests for Technical Support for the Restoration of failed Systems and diagnosis of operation problems in accordance with the response times set forth in the Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
 - 2.1.1. If Infrastructure is no longer supported by Motorola, Technical Support will diagnosis the System but may not be able to resolve the issue without the Customer replacing the Infrastructure.
- 2.2. Advise caller of procedure for determining any additional requirements for issue characterization, and Restoration which includes providing a known fix for issue resolution when available.
- 2.3. Attempt remote access to System for remote diagnostics, when possible.
- Maintain communication with the Servicer or Customer in the field until close of the Case, as needed.
- 2.5. Coordinate technical resolutions with agreed upon third party Vendor(s), as needed.
- 2.6. Escalate and manage support issues, including Systemic issues, to Motorola engineering and product groups, as applicable.
- 2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8. Provide Configuration Change Support and Work Flow changes to Systems that have dial in or remote access capability.
- 2.9. Determine, in its sole discretion, when a Case requires more than the Technical Support services described in this SOW and notify Customer of an alternative course of action.

3.0 Customer has the following responsibilities:

- 3.1. Provide Motorola with pre-defined information prior to Start Date necessary to complete Customer Support Plan.
 - 3.1.1. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.2. Contact the SSC in order to access the Technical Support Operation, provide name of caller, name of Customer, System ID number, Service Agreement number, site(s) in questions, and brief description of the problem.
- 3.3. Supply on-site presence when requested by System Support Center.
- 3.4. Validate issue resolution prior to close of the Case.



- 3.5. Allow Motorola remote access to the System by equipping the System with the necessary Connectivity.
- 3.6. Remove video from Digital In-Car Video equipment prior to contacting Motorola. If Technical Support assists the Customer in removing video, the Customer acknowledges, understands and agrees that Motorola does not guarantee or warrant that it will be able to extract any captured video or that any captured video will not be damaged, lost or corrupted.
- 3.7. Acknowledge that Cases will be handled in accordance with the times and priorities as defined in Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
- 3.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service to Customer.

Severity Definitions Table

Severity Level	Problem Types	
Severity 1	 Response is provided Continuously Major System failure 33% of System down 33% of Site channels down Site Environment alarms (smoke, access, temp, AC power). This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available. 	
Severity 2	 Response during Standard Business Day Significant System Impairment not to exceed 33% of system down System problems presently being monitored This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective 	
Severity 3	 Response during Standard Business Day Intermittent system issues Information questions Upgrades/preventative maintenance This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades. 	

Remote Technical Support Response Times Table

SEVERITY	RESPONSE
Severity 1	Within 1 Hour from receipt of Notification, Continuously
Severity 2	Within 4 Hours from receipt of Notification, Standard Business Day
Severity 3	Within next Business Day, Standard Business Day



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

June 4, 2015

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

Dear Directors:

AGREEMENT WITH THE AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD.

<u>SUBJECT</u>

Board approval is requested to delegate authority to the Executive Director to execute, and renew, as necessary, an Agreement with the American Registry for Internet Numbers, Ltd. (ARIN), in a substantially similar form to the Enclosure, which will allow the Authority to secure an Autonomous System Number (ASN) to assist its member agencies in locating and connecting to the Public Safety Broadband Network (PSBN).

RECOMMENDED ACTION

It is recommended that your Board:

- 1. Delegate authority to the Executive Director, or his designee, to execute an Agreement, substantially similar in form to the Enclosure, with ARIN that will allow the Authority to secure an ASN to assist its member agencies in locating and connecting to the PSBN at the cost of \$550 for an initial registration fee and an annual renewal fee of \$100 thereafter, for a term of one (1) year commencing on the date the Authority first receives service from ARIN with continual one (1) year renewal options.
- 2. Delegate authority to the Executive Director, or his designee, to renew the Agreement with ARIN on an annual, as-needed basis, until either party

terminates the Agreement pursuant to Section 14, (Term and Termination) of the Agreement, which is enclosed, subject to availability of funds.

BACKGROUND

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

ARIN is a non-profit organization that supports operation of the Internet and manages Internet number resources which includes, but is not limited to, Internet Protocol (IP) addresses and ASNs. An IP address serves as a network interface identifier while the ASN functions as a public internet identifier that will allow the Authority member agencies to connect with the core PSBN. Without the ASN, the Authority's member agencies will experience difficulty accessing the PSBN since the Authority's IP addresses will not be made public due to concerns with public safety.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to allow the Authority to secure an ASN that will assist its members to locate and connect to the PSBN. ARIN is the only organization that issues the ASNs to internet users.

FISCAL IMPACT/FINANCING

An initial registration fee in the amount of \$550 to ARIN is required to secure an ASN for the Authority. An annual renewal fee of \$100 will be due to ARIN at the end of the anniversary month (month of initial allocation). ARIN maintains the right to change the Fee Schedule that is posted on its website and, in the event that ARIN modifies its Fee Schedule, the Authority will notify the Board of any increase(s) exceeding the Executive Director's delegated authority.

Funding related to this Agreement will be included in the Fiscal-Year 14-15 Adopted Budget, payable under the Broadband Technology Opportunity Program (BTOP) grant funds for the first year. Subsequent annual renewal options will be covered by member funded operations.

LA-RICS Board of Directors June 4, 2015 Page 3

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Counsel to the Authority has reviewed the recommended actions.

CONCLUSION

Upon the Board's approval of the recommended actions, on behalf of the Authority, the Executive Director will execute the Agreement, substantially similar in form to the Enclosure.

Respectfully submitted,

PATRICK J. MALLON EXECUTIVE DIRECTOR

PJM:MS:jh

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Enclosure

c: Counsel to the Authority

AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD. REGISTRATION SERVICES AGREEMENT

This REGISTRATION SERVICES AGREEMENT ("Agreement") is made by and between the AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD. ("ARIN"), a Virginia nonprofit corporation, and

1. INTRODUCTION

- (a) ARIN is a Regional Internet Registry serving the United States, Canada, and specific designated islands in the Caribbean Sea and North Atlantic Ocean, and is responsible for the registration, administration, and stewardship of Internet number resources in these geographic areas.
- (b) For purposes of this Agreement, the term "Included Number Resources" means the number resources, which may include without limitation Internet Protocol ("IP") address space and Autonomous System Numbers ("ASN's"), that have been issued, are issued, or will be issued in the future, to Holder by ARIN and any other number resources identified by Holder, in writing, to be covered by this Agreement. This Agreement therefore supersedes and replaces any prior or contemporaneous agreement entered into by and between Holder and ARIN for Included Number Resources. For purposes of this Agreement, the term "Services" means the services ARIN provides pursuant to this Agreement, with respect to the Included Number Resources, to Holder and may include, without limitation, the inclusion of the registry entries for IP address space and/or Autonomous System numbers ("ASNs"), reverse name service on network blocks, maintenance of resource records, and administration of IP address space. Reference to "number resources" shall mean both IP address space and ASNs.
- (c) The Services are subject to the terms and conditions of this Agreement and ARIN's Number Resource Policy Manual, Guidelines, and Procedures and other policies and procedures as may be adopted by ARIN as further described below in Section 5 (collectively, the "Policies") that are or will be published by ARIN on ARIN's Website located at "http://www.arin.net" (the "Website"). This Agreement and the Policies, each as may be modified from time to time as provided in Section 1(d), are referred to collectively as the "Service Terms."
- (d) Because of the necessary role that ARIN performs for the Internet community, ARIN reserves the right, in its sole and absolute discretion, to amend, supplement, restate or otherwise modify any or all Service Terms at any time and from time to time, including the right to implement new Service Terms and/or make some or all Service Terms obsolete (collectively, "Term Modifications"). ARIN will provide notification of such Term Modifications to Holder via electronic mail. ARIN will also post such Term Modifications on its Website. Such Term Modifications will be effective immediately and binding on Holder after ARIN provides Holder with electronic mail notification thereof or after such Term Modifications are posted on ARIN's Website, at which time the Terms Modifications shall constitute a part of the Service Terms. Holder's continued access or use of any Services constitutes Holder's acceptance of such Term Modifications.

2. CONDITIONS OF SERVICE

- (a) Compliance. In receiving or using any of the Services, Holder must comply with the Service Terms. In the event of any inconsistency between the Policies and this Agreement, the terms of this Agreement will prevail.
- (b) Provision of Services and Rights. Subject to Holder's on-going compliance with its obligations under the Service Terms, including, without limitation, the payment of the fees (as set forth in Section 4), ARIN shall (i) provide the Services to Holder in accordance with the Service Terms and (ii) grant to Holder the following specified rights:
 - (1) The exclusive right to be the registrant of the Included Number Resources within the ARIN database;
 - (2) The right to use the Included Number Resources within the ARIN database; and
 - (3) The right to transfer the registration of the Included Number Resources pursuant to the Policies.

Holder acknowledges that other registrants with ARIN have rights that intersect or otherwise impact Holder's rights and/or use of the Included Number Resources, including, but not limited to, other registrants benefiting from visibility into the public portions of registrations of the Included Number Resources as further described in the Policies.

(c) Information and Cooperation. Holder has completed an application provided by ARIN for one or more Services (the "Application"). Holder must (i) promptly notify ARIN if any information provided in the Application

changes during the term of this Agreement, and (ii) promptly, accurately, and completely respond to any inquiry made to Holder by ARIN during the term of this Agreement. In addition, Holder shall promptly provide ARIN with complete and accurate information, and cooperation as required by any Service Terms or that ARIN requests in connection with ARIN's provision of any of the Services to Holder. If Holder does not provide ARIN with such information or cooperation that ARIN requests, ARIN may take such failure into account in evaluating Holder's subsequent requests for transfer, allocation or assignment of additional number resources, or requests for changes to any Services.

- (d) Prohibited Conduct By Holder. In using any of the Services, Holder shall not: (i) disrupt or interfere with the security or use of any of the Services; (ii) violate any applicable laws, statutes, rules, or regulations; or (iii) assist any third party in engaging in any activity prohibited by any Service Terms.
- (e) Cooperation With Government Authority. ARIN shall have the right, without liability or notice to Holder, to cooperate and comply with all applicable laws, statutes, rules, or regulations and all government or judicial inquiries or orders with respect to Holder's use of any Service. ARIN shall have the right, without liability or notice to Holder, to follow any court order or direction from a governmental authority concerning any number resources or Holder's use of any Service, including an order to stop any Service or to terminate this Agreement. ARIN shall, when legally permitted and to the extent allowed by an appropriate court order or governmental or judicial authority, notify Holder within a reasonable amount of time after receipt of any such order or direction so as to provide Holder the opportunity to object to any such action to the appropriate court or governmental authority.
- (f) Content Control. Holder acknowledges that ARIN does not have the ability to control or influence content accessible through or facilitated by those who receive number resources, directly or indirectly, from ARIN.

3. USE OF THE ARIN DATABASE

- (a) Authorization. The Administrative Point of Contact ("POC") will be an employee designated by Holder who will be the principal point of contact between Holder and ARIN with respect to the Included Number Resources in the ARIN registry database, and have the sole right to designate other qualifying POCs of Holder with authority to modify the Included Number Resources in the ARIN database ("Authority"). The Administrative POC will also facilitate Holder's compliance with the terms and conditions of this Section 3. Holder will promptly provide ARIN with all documentation and information regarding the Administrative POC and other POCs that ARIN requests. Holder must notify ARIN immediately if: (i) the relationship between a POC and Holder is terminated; (ii) a POC's Authority is to be revoked; (iii) Holder has any reason to believe that a POC has granted or will grant a third party unauthorized access to the ARIN registry database or any portion thereof; (iv) Holder has any reason to believe that a POC should not be trusted with respect to the ARIN registry database or any Services; or (v) if Holder wants to designate a different Administrative POC. Notices to ARIN under this Section 3(a) must be given by e-mail to hostmaster@arin.net or submitted through an authorized account via ARIN Online and will be effective when acknowledged as received by ARIN.
- (b) Responsibility for Directory Services Data. Holder is responsible for the timely and accurate maintenance of directory services data (WHOIS) as well as data concerning any organization to which Holder further subdelegates number resources.
- (c) Holder Liability for Acts and Omissions. Holder is solely and exclusively responsible for all acts and omissions of its POCs and/or others acting by or on behalf of Holder, whether or not authorized in law or in fact. Holder is solely and exclusively responsible for the security of its access to and use of number resources in the ARIN registry database, and any loss or damage that Holder suffers based on any access thereto or use thereof.

4. FEES AND PAYMENTS

- (a) Fee Schedule. As a condition precedent to ARIN's duty to provide any Services, Holder shall pay ARIN for providing the Services in accordance with ARIN's Fee Schedule, which is available on the Website. From time to time, during the term of this Agreement, ARIN will have the right to change the Fee Schedule applicable to one or more Services, which change will be posted on the Website.
- (b) Registration Fees and Other Fees. Prior to ARIN providing Holder with its Included Number Resources, Holder shall pay ARIN the applicable "registration fee," as set forth in the Fee Schedule, and all outstanding fees for other number resources received from ARIN. Holder shall also pay ARIN the applicable "annual renewal fee," if any, as set forth in the Fee Schedule, at least five (5) days prior to the end of the anniversary of ARIN's first issuance of any Services to Holder (e.g., ARIN's initial allocation or assignment of number

resources to Holder).

- (c) Fee Notices and Outcomes. Holder will be notified in writing by an invoice from ARIN to pay its fees. Such invoice will be sent at least 30 days before it is due. If Holder does not pay the fees payable to ARIN under this Agreement when due, ARIN shall provide a second written notification to the Holder that will constitute the notice of delinquency (the "Delinquency Notice"). If Holder fails to make payment in response to the Delinquency Notice within thirty (30) days after ARIN provides such Delinquency Notice, ARIN shall provide Holder with a final delinquency written notice, by e-mail and postal mail and attempt to reach telephonically (the "Final Delinquency Notice"). If, for any reason, Holder has not made such payment within thirty (30) days after ARIN provides the Final Delinquency Notice or ARIN is unable to contact Holder within thirty (30) days after ARIN provides the Final Delinquency Notice, ARIN has the right to: (i) stop providing Services, and/or (ii) after a total of six months after the fee was due, terminate this Agreement and revoke the Included Number Resources. If the Services were stopped pursuant to Section 4(c)(i), Holder may have the Services restored if it brings its account current before revocation. To the extent the Included Number Resources have been revoked but not reissued by ARIN, Holder may seek to have such Included Number Resources restored if it contacts ARIN, brings its account current, pays an additional fee that ARIN may prescribe on its Fee Schedule, and signs the then-current Registration Services Agreement.
- (d) No Refunds. All fees paid by Holder to ARIN are deemed fully earned upon receipt and are nonrefundable.

5. CURRENT AND FUTURE POLICIES

Pursuant to ARIN's Policy Development Process ("PDP"), ARIN maintains the Policies and may at any time in its sole and absolute discretion amend the Policies, implement new policies (which once amended or implemented, will be considered the Policies), or make certain Policies obsolete. Such amendments or new Policies shall be binding upon Holder immediately after they are posted on ARIN's Website. Holder acknowledges and agrees it has read, understands, and agrees to be bound by and comply with the Policies, as may be amended or implemented, except to the extent those Policies conflict with the terms of this Agreement.

6. REVIEW OF HOLDER'S NUMBER RESOURCES

Whenever a transfer or additional IP address space is requested by Holder, ARIN may review Holder's utilization of previously allocated or assigned number resources and other Services received from ARIN to determine if Holder is complying with the Service Terms. Except as set forth in this Agreement, (i) ARIN will take no action to reduce the Services currently provided for Included Number Resources due to lack of utilization by the Holder, and (ii) ARIN has no right to revoke any Included Number Resources under this Agreement due to lack of utilization by Holder. However, ARIN may refuse to permit transfers or additional allocations of number resources to Holder if Holder's Included Number Resources are not utilized in accordance with Policy.

7. NO PROPERTY RIGHTS

Holder acknowledges and agrees that: (a) the number resources are not property (real, personal, or intellectual) of Holder; (b) Holder does not and will not have or acquire any property rights in or to any number resources for any reason, including but not limited to, by virtue of this Agreement or the prior issuance of any number resources to it or any access or use thereof by Holder; (c) Holder will not attempt, directly or indirectly, to obtain or assert any patent, trademark, service mark, copyright, or any other form of intellectual, proprietary, or property rights in any number resources in the United States or any other country; and (d) Holder will transfer or receive number resources in accordance with the Policies.

8. IMPACT OF VOLUNTARY RETURN OF NUMBER RESOURCES

Holder may voluntarily return to ARIN any portion of the Included Number Resources. If Holder returns any portion of the Included Number Resources, it may be eligible for certain benefits, including partial or permanent reduction in ARIN fees, as ARIN may from time to time prescribe.

9. REPRESENTATIONS AND WARRANTIES

(a) By Each Party. Each party represents and warrants to the other party that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement, (ii) the assent to and performance by it of its obligations under this Agreement do not constitute a breach of or conflict with any other agreement or arrangement by which it is bound, or any applicable laws, regulations, or rules, and (iii) this Agreement constitutes a legal, valid, binding, and an executory obligation of the parties executing or assenting to this Agreement, enforceable in accordance with its terms and conditions.

(b) By Holder. Holder hereby represents, warrants and covenants to ARIN that Holder will comply with this Agreement, the Policies and all applicable laws, rules, and regulations in its use of any and all Services.

10. BANKRUPTCY

- (a) If Holder: (i) files any petition under any chapter of the Title 11 of the United States Bankruptcy Code (the "Bankruptcy Code") or other insolvency or bankruptcy law; or (ii) has a petition filed against it under any insolvency or bankruptcy law; or (iii) makes a general assignment for the benefit of creditors, has a receiver appointed for it, or a trustee takes possession of all or substantially all of Holder's assets; or (iv) dissolves, liquidates or ceases its normal business, or indicates its intent to dissolve, liquidate, or cease its normal business operations (each of the foregoing, a "Bankruptcy Event"), Holder will promptly provide written notice thereof to ARIN. Upon such notice, or if ARIN otherwise learns of the occurrence of a Bankruptcy Event, ARIN may take such appropriate or lawful action, including, but not limited to, intervening in such Bankruptcy Event, to preserve its rights under this Agreement, including, but not limited to, ARIN's rights under Section 7. Holder agrees to consent to ARIN intervening in any such Bankruptcy Event and taking such other appropriate or lawful actions as ARIN determines, in its sole and absolute discretion, so that ARIN can protect its rights under this Agreement, including, but not limited to, Section 7.
- (b) Holder acknowledges and agrees that this Agreement is executory.
- (c) Holder further hereby acknowledges and agrees that none of the number resources, none of the Services, or nothing else provided by or on behalf of ARIN in connection therewith is or will be the property (real, personal, or intellectual) of Holder's bankruptcy estate within the meaning of Section 541 of the Bankruptcy Code.
- (d) Upon the occurrence of a Bankruptcy Event, such Bankruptcy Event or any other event of default or breach under this Agreement shall constitute "cause" pursuant to Section 362(d) of the Bankruptcy Code for granting ARIN relief from the automatic stay or any other applicable injunction to exercise ARIN's rights and remedies under this Agreement, and Holder shall, and hereby does, consent to such relief.

11. INDEMNIFICATION

- (a) Holder shall indemnify, defend, and hold harmless ARIN and its parent, subsidiaries and other affiliates, each of their respective predecessors, successors and assigns, each of their respective employees, representatives, agents, attorneys, advisors, trustees, directors, officers, managers, and members (collectively, the "Indemnified Parties") from any and all claims, demands, disputes, actions, suits, proceedings, judgments, damages, injuries, losses, expenses, costs and fees (including costs and fees associated with attorneys, accountants, investigators and experts), interests, fines and penalties of whatever nature, character or description, whether known or unknown, anticipated or unanticipated, fixed or contingent, now existing or which may hereafter accrue (collectively, "Claims") brought or asserted by a third party against any of the Indemnified Parties alleging facts or circumstances that, in any way, whether directly or indirectly, relate to, arise from, or may be connected with: (1) any authorized or unauthorized access to or use of any Service or any Included Number Resources by Holder or any of Holder's parent, subsidiaries or other affiliates, or any of their respective predecessors, successors or assigns, or any of their respective directors, officers, managers, shareholders, members, partners, employees, representatives, agents, advisors, or other persons acting by, through, under or in concert with any of them (each an "Indemnifying Party" and collectively the "Indemnifying Parties"); (2) any authorized or unauthorized access to or use of the any Service or any Included Number Resources by any person who acquired authorized or unauthorized access to or use of any Service or any Included Number Resources by or through an Indemnifying Party; and/or (3) any breach by Holder or any other Indemnifying Parties of any Service Terms.
- (b) Holder shall keep ARIN informed of and consult with ARIN in connection with the progress of any such Claim. Holder shall not settle, compromise, or in any other manner dispose of any Claim without the prior written consent of ARIN. Holder shall not engage in any action or omit to take any action in connection with any Claim that would likely result in harm or have an adverse consequence to ARIN, any of ARIN's rights pursuant to any Service Terms, or any Included Number Resources or other number resources. ARIN shall have the right to participate in the settlement, compromise and/or disposition of any Claim. Holder may retain counsel to defend against any Claims provided Holder may retain such counsel only upon prior written approval by ARIN, such approval not to be unreasonably withheld. If, in ARIN's reasonable judgment, (i) a potential or actual conflict exists or arises between the interest of ARIN and Holder in any such Claim or (ii) Holder fails to diligently and fully perform its obligations under this Section 11, ARIN shall have the right to (i) retain its own counsel, whose reasonable fees and costs will be paid by Holder, to defend the Indemnified Parties and (ii) control the disposition of any Claim at Holder's sole cost and expense.

(c) Holder shall provide written notice to ARIN promptly of the assertion against Holder or any other person of any Claim or the commencement of any Claim, whether or not an Indemnified Party is named or identified in the Claim, alleging facts or circumstances that, in any way, whether directly or indirectly, relate to, arise from, or may be connected with any Service Terms.

12. DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS

- (a) DISCLAIMER OF WARRANTIES. HOLDER ACKNOWLEDGES AND AGREES THAT THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE INCLUDED NUMBER RESOURCES AND THE REGISTRATION THEREOF, ARE PROVIDED ON AN "AS-IS" BASIS WITH ALL RISKS AND FAULTS ASSOCIATED THEREWITH. ARIN MAKES NO REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND WITH RESPECT TO ANY SERVICES OR ANY INCLUDED NUMBER RESOURCES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTION OF REQUIREMENTS, NON-INFRINGEMENT, OR ANY WARRANTY ARISING OUT OF A COURSE OF PERFORMANCE, DEALING, TRADE OR USAGE. AND ANY AND ALL SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS ARE HEREBY DISCLAIMED BY ARIN AND WAIVED BY HOLDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ARIN DOES NOT REPRESENT, WARRANT OR COVENANT THAT ANY SERVICE OR INCLUDED NUMBER RESOURCE, OR ANY ACCESS OR USE THEREOF: (i) WILL BE UNINTERRUPTED, (ii) WILL BE FREE OF DEFECTS, INACCURACIES, OR ERRORS, (iii) WILL MEET HOLDER'S REQUIREMENTS, OR (iv) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE HOLDER USES.
- (b) EXCLUSION OF LIABILITIES AND DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, ARIN WILL NOT BE LIABLE TO HOLDER OR TO ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY CLIENTS OR CUSTOMERS OF HOLDER, FOR ANY LIABILITIES AT LAW OR IN EQUITY OR FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LIABILITIES OR DAMAGES RELATING TO LOST PROFITS, LOST DATA, OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO, OR CONNECTED WITH ANY SERVICES, ANY INCLUDED NUMBER RESOURCES, OR OTHERWISE IN CONNECTION THEREWITH, WHETHER BASED ON CONTRACT, TORT OR ANY CAUSE OF ACTION, EVEN IF HOLDER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (c) LIMITATION OF LIABILITY. IN NO EVENT, WHETHER BASED ON CONTRACT, TORT, STATUTE, OR ANY CAUSE OF ACTION, WILL ARIN'S LIABILITY TO HOLDER OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY CLIENTS OR CUSTOMERS OF HOLDER, EXCEED IN THE AGGREGATE THE GREATER OF (i) THE AMOUNT PAID BY HOLDER TO ARIN FOR THE SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GIVES RISE TO SUCH LIABILITY OR (ii) ONE HUNDRED U.S. DOLLARS (US\$100.00).
- (d) EXCULPATION AND WAIVER. NEITHER HOLDER NOR ANY OF THE OTHER INDEMNIFYING PARTIES WILL HAVE ANY CLAIM, AND HOLDER (ON BEHALF OF ITSELF AND THE OTHER INDEMNIFYING PARTIES) HEREBY EXPRESSLY WAIVES AND FOREVER RELEASES AND DISCHARGES ANY AND ALL CLAIMS AGAINST ARIN AND/OR ANY OTHER INDEMNIFIED PARTIES WITH RESPECT TO ANY SERVICE OR ANY INCLUDED NUMBER RESOURCES.

13. TERM AND TERMINATION

- (a) Term. Unless earlier terminated in accordance with the termination provisions of this Agreement, the term of this Agreement shall commence on the date Holder first receives any Service and shall continue for one (1) year thereafter. This Agreement shall renew automatically unless earlier terminated in accordance with the termination provisions of this Agreement or if Holder gives written notice to ARIN of its desire not to renew this Agreement.
- (b) Termination or Suspension of Services for Cause by ARIN. ARIN shall have the right to stop Services pursuant to any breach of Sections 2(c), 2(e), 4 or 7. In addition, ARIN may exercise its judgment to immediately stop Services upon written notice to Holder if Holder breaches Sections 2(c), 2(d), 7, or 11. ARIN shall have the right to immediately terminate this Agreement for cause upon ARIN's written notice to Holder for: (i) Holder's failure to pay fees pursuant to Section 4; (ii) Holder's breach of Section 2(c); (iii) Holder's breach of Section 7; or (vi) Holder's brach of Section 11. Without limiting ARIN's right to terminate this Agreement in the preceding sentence, if Holder breaches any other provision of this Agreement and such breach remains uncured by Holder as determined

by ARIN in its reasonable determination after sixty (60) days following ARIN's written notice to Holder of such breach, ARIN shall have the right to terminate this Agreement for cause. Holder may utilize Section 14(k) to dispute any ARIN termination or suspension of Services.

- (c) Termination for Cause by Holder. Holder shall have the right to seek to terminate this Agreement for cause, by giving written notice thereof to ARIN and complying first with Section 14(k), if: (i) ARIN materially breaches this Agreement and such breach remains uncured for thirty (30) days after ARIN's receipt of written notice of the breach from Holder; (ii) ARIN refuses to provide the Services with respect to Holder's Included Number Resources, except where ARIN has stopped the Services or terminates this Agreement pursuant to Section 13(b); (iii) ARIN enforces any Policy against Holder which has been applied in violation of Section 5; or (iv) ARIN assesses a Maintenance Fee in violation of Section 4(a). If ARIN formally disputes Holder's right to terminate this Agreement, ARIN shall respond in writing to Holder and may deny its actions are a breach or alternatively indicate its corrective action. Any failure of ARIN to respond to Holder in writing shall constitute a denial of the breach and create a dispute between the parties which will be resolved pursuant to Section 14(k). If the Holder still seeks to terminate this Agreement for cause after receiving a response from ARIN, it must bring action pursuant to Section 14(k), and obtain a judgment by the Arbitrator chosen for this purpose that such cause to terminate exists. If such a cause for termination is found by the Arbitrator against ARIN, this Agreement will be terminated, ARIN will be under no obligation to provide any of the Services under this Agreement, and the Included Number Resources will resume the status they had prior to this Agreement.
- (d) Voluntary Termination by Holder with Return of Included Number Resources to ARIN. Holder shall have the right to terminate this Agreement at any time if it returns to ARIN, without limitation, all Included Number Resources. If Holder wishes to terminate this Agreement in accordance with this Section 13(d), the Holder must submit written notice to ARIN of its intent to return, in total, all Included Number Resources, and ARIN will accept the return of the Included Number Resources thirty (30) days after such notice being provided.
- (e) Effect of Termination. Except as described in Section 13(c) and 14(k), if this Agreement expires or is terminated, then (i) ARIN will immediately revoke the Included Number Resources and otherwise cease providing the Services and will have no liability for doing so, and (ii) Holder remains liable for all fees payable to ARIN for Services rendered up to and including the date of expiration or termination.
- (f) Survival. The defined terms and the following sections of this Agreement will survive termination or expiration of this Agreement and remain in effect: 2(c), 2(d), 2(e), 2(f), 3(c), 4(a), 4(c), 4(d), 7, 10, 11, 12, 13(e), 13(f) and 14.

14. GENERAL PROVISIONS

- (a) Assignment.
 - (i) Holder may not assign or transfer, whether voluntarily or by operation of law, this Agreement or any of its rights or obligations under it, without ARIN's prior written permission, which may not be unreasonably withheld if such assignment and/or transfer is consistent with ARIN's Transfer Policies as included in the Policies. The event of any transaction (whether a merger, acquisition, or sale) in which Holder's controlling managerial and/or voting interest changes during the term of this Agreement shall be considered an assignment. Any attempt by Holder to assign or transfer this Agreement or any rights or obligations under it, other than as provided in this Section 14(a)(i), will be of no force or effect.
 - (ii) ARIN shall have the right to freely assign this Agreement upon written notice to Holder if ARIN is changing its corporate organization to permit a successor organization to provide the Services contemplated by this Agreement.
- (b) Relationship of Parties. The relationship between the parties is and will be that of independent contractors. No joint venture, partnership, employment, agency, or similar arrangement is created between the parties. Neither party has the right or power to act for or on behalf of the other or to bind the other in any respect other than as expressly provided for in this Agreement.
- (c) Entire Agreement. This Agreement and the Policies (which are hereby incorporated by reference to the extent they do not conflict with this Agreement) constitute the entire understanding between the parties and replaces and supersedes any and all prior and contemporaneous agreements and understandings, whether oral or written, express or implied, between the parties with respect to the Included Number Resources or any Services which are the subject matter of this Agreement. All other agreements between Holder and ARIN for number resources other than the Included Number Resources or any Services associated with such number resources, if any, remain unchanged by this Agreement.
- (d) Waiver. No waiver of any provision or consent to any action under this Agreement will constitute a waiver

of any other provisions or consent to any other action, nor will such waiver or consent constitute a continuing waiver or consent or commit any party to provide past or future a waiver or consent.

- (e) Severability. If any provision of this Agreement is determined to be illegal, invalid, or otherwise unenforceable by a court or tribunal of competent jurisdiction, then to the extent necessary to make such provision and/or this Agreement legal, valid, or otherwise enforceable, such provision will be limited, construed, or severed and deleted from this Agreement, and the remaining portion of such provision and the remaining other provisions hereof will survive, remain in full force and effect, and continue to be binding, and will be interpreted to give effect to the intention of the parties insofar as possible.
- (f) Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties and with respect to ARIN, its successors and permitted assigns, and with respect to Holder, its permitted successors and permitted assigns.
- (g) No Third-Party Rights. This Agreement is made solely for the benefit of the parties and does not, and will not, be construed to grant any rights or remedies to any other person or entity other than as expressly provided for in this Agreement.
- (h) Construction. This Agreement will be construed as if it was jointly drafted by both parties and may not be construed against either one. The word "including" means "including, without limitation." The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article, section or other subdivision. Unless the context of this Agreement otherwise requires, words using singular or plural number also include the plural or singular number, respectively. The headings contained in this Agreement are for the purposes of convenience only and are not intended to define or limit the contents of the provisions contained therein.
- (i) Written Notice. All "written notice" or notice required or permitted to be given in writing under this Agreement will be delivered to the other party by any of the following methods: (i) hand delivery, (ii) certified U.S. or international mail, return receipt requested, postage prepaid, (iii) reputable overnight courier, (iv) electronic mail, (v) electronic messaging via ARIN Online, or (vi) facsimile. If Holder gives notice to ARIN, it must use ARIN's current address, which is currently: ARIN, Attention: Financial and Legal Services Department, 3635 Concorde Parkway, Suite 200, Chantilly, VA 20151, or the following e-mail address: billing@arin.net. If ARIN provides notice to Holder, ARIN must use the contact information provided by Holder to ARIN during the application process or other contact information provided by Holder in accordance with the terms of this Section. All notices will be deemed received and effective as follows: (i) if by hand-delivery, on the date of delivery, (ii) if by delivery via U.S. or international mail, on the date of receipt appearing on a return receipt card, (iii) if by overnight courier, on the date receipt is confirmed by such courier service, (iv) if by electronic mail, 24 hours after the message was sent, if no "system error" or other notice of non-delivery is generated, or (v) if by electronic messaging, at the next successful login to ARIN Online by the notified contact.
- (j) Force Majeure. Neither party shall be deemed in default hereunder, nor shall either party be responsible for any cessation, interruption, or delay in the performance of its obligations under this Agreement where such failure of performance is the result of any force majeure event, including, but not limited to, earthquake, flood, fire, storm, natural disaster, act of God, civil disturbances, war, terrorism, armed conflict, riots, failure of contractors or subcontractors to perform, labor strike, lockout, boycott, or acts of governmental authorities. In the event a force majeure event extends for a period in excess of thirty (30) days in the aggregate and prevents a party from performing its obligations under this Agreement, the other party may, in its discretion, terminate this Agreement immediately upon written notice to the party affected by the force majeure event. If, pursuant to this force majeure provision, a party terminates this Agreement, ARIN will cease to provide Services under this Agreement and the Included Number Resources will resume the status they had prior to this Agreement.
- (k) Governing Law, Jurisdiction, Venue and Dispute Resolution.
 - (i) This Agreement and the parties' performance under it shall be governed in all respects by, and construed in accordance with, the laws of the Commonwealth of Virginia and, as applicable, the United States of America.
 - (ii) In the event of any dispute(s) regarding any term or condition or provision or performance or conduct arising out of or relating to this Agreement, the parties each agree to first seek resolution through cooperative settlement negotiations involving themselves or their representatives as they each deem appropriate; and, second, in the event cooperative settlement negotiations are not successful, or do not occur, within thirty (30) days after a party initiates such negotiations, the parties agree to submit any

unresolved dispute(s) to binding and final arbitration for resolution. If Holder's principal place of business is in the United States, such arbitration shall be held in Washington, D.C., or by agreement of both parties at any other location, in accordance with the rules of the American Arbitration Association ("AAA") then in effect. If the Holder's principal place of business is in Canada, such arbitration shall be held in Ottawa, Canada, or by agreement of both parties at any other location, in accordance with the rules of the locally prevalent equivalent of AAA arbitration rules then in effect. If Holder's principal place of business is in any country other than the United States or Canada but otherwise within ARIN's service region, such arbitration shall be held in Miami, Florida, or by agreement of both parties at any other location, in accordance with the rules of the AAA then in effect. A single arbitrator shall be selected by the parties by striking in turn from a list of arbitrators supplied by the AAA or, as applicable, the locally prevalent equivalent of AAA. Each party shall bear their own attorneys' fees, and the initiating party shall initially bear the costs of the arbitration's expenses. Any judgment upon the award rendered pursuant to the arbitration proceeding may be entered in any court having competent jurisdiction. Notwithstanding the foregoing in this Paragraph, either party may bring an action before the United States District Court for the Eastern District of Virginia or the Circuit Court for Fairfax County, Virginia for a temporary restraining order, preliminary injunction and/or other injunctive relief to seek to maintain the status quo between the parties pending resolution of the dispute(s) in accordance with the terms of this Paragraph; provided that, for a Canadian domiciled entity, such action may also be brought in the above listed US courts, the Ontario Superior Court of Justice for those domiciled in Ontario, or the equivalent court in the Canadian province where the entity is headquartered.

- (iii) If Holder is part of a national, state, or local government authority whose laws or regulations strictly require that the laws of that particular jurisdiction or domicile must apply to this Agreement and ARIN is provided with written substantiation of such requirement reasonably acceptable to ARIN, this Agreement shall also be governed pursuant to the such laws. If there is a dispute regarding applicability of such laws to this Agreement, it shall be resolved in accordance with Section 14(k)(ii).
- (I) Subsequent Version(s). If any subsequent version(s) of the Registration Services Agreement is authorized by ARIN, the parties may choose to substitute a signed copy of the then- existing subsequent version, with all its terms, instead of this Agreement, and the Included Number Resources and other Services will then be governed by the subsequent version. The consideration for such change is the original agreement and the agreement to abide by the revised terms. There is no requirement for a Holder who has signed this Agreement to engage in any subsequent version.
- (m) Expenses. Except as specifically set forth in this Agreement, the parties agree to pay their own expenses related to this Agreement.
- (n) Amendment. Except as set forth in Section 1(d), no amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed or authorized in writing by ARIN, which writing specifically references such as an amendment to this Agreement.
- (o) Execution. This Agreement may be executed by a party's signature and copies of this Agreement so executed and delivered shall have the same force and effect as an original. This Agreement may be executed in two or more counterpart signature pages, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Holder hereby accepts, without modification, all of the terms and conditions of this Registration Services Agreement.

Agreed: (This section to be completed by Holder)	Authorized Officer			
Legal Name of Company (Holder):	Name (Print):			
D/B/A (if any):	Title (Print):			
ORG ID:	Signature:			
Ticket Number:	Date:			
Billing Contact Information if different from authorized officer	Contact Information of Authorized Officer			
Name (Print):	Phone:			
Title (Print):	E-Mail:			
Phone:	Street Address:			
E-Mail:	City and State:			
Street Address	Postal Code:			
City and State	Country:			
Postal Code:				
Country:				
American Registry for Internet Numbers, LTD. By: (This section to be completed by ARIN)				
ARIN's Authorized Contracting Agent				
Name (Print):	Signature:			

Date:



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

June 4, 2015

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

Dear Directors:

APPROVE SITE ACCESS AGREEMENT WITH THE CITY OF LOS ANGELES-ACTING BY AND THROUGH ITS DEPARTMENT OF WATER AND POWER

SUBJECT

Board approval is requested to delegate authority to the Executive Director to finalize and execute a Site Access Agreement (SAA) with the City of Los Angeles acting by and through its Department of Water and Power.

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 this activity is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project, remains unchanged.
- Authorize the Executive Director to finalize and execute, substantially similar in form to the attached SAA with the City of Los Angeles acting and through its Department of Water and Power. This SAA is for the Long Term Evolution (LTE) broadband communication sites within the cities' respective jurisdictions or under their control.

BACKGROUND

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

By entering into the SAA with the City of Los Angeles will provide the Authority with a license to use a portion of their owned or leased property for use as a LTE broadband communications site(s). A list of the site 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	Numb er of Sites	Term	Lease Cost	Zoning Requirements	Ministerial Permitting Cost
1	City of Los Angeles	1	5 Years	Gratis	Exempt	Waived

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

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide the Executive Director authorization to execute the attached SAA, with the City of Los Angeles by and through its Department of Water and Power, for the implementation of the LA-RICS LTE installations.

FISCAL IMPACT/FINANCING

There is no fiscal impact.

ENVIRONMENTAL DOCUMENTATION

On March 5, 2015 Board Meeting, the Board determined that design, construction, implementation, operation, and maintenance of the PSBN project (also known as the

LTE Project) collectively and individually at this DWP243 is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project. Approval of the Site Access Agreement does not result in any change to the PSBN project, or to the circumstances under which the project is being undertaken, and the determination that these activities are exempt from CEQA remains unchanged. As the CEQA Lead Agency, the LA-RICS Authority has determined that all of the LTE sites, including this site covered by the attached SAA, meet the statutory exemption. This determination is supported by substantial evidence in the custody of the Authority, which is incorporated in relevant part into the record of proceedings for this SAAs Agreement.

Upon your approval of the recommended action, a Notice of Exemption for the SAA will be filed with the Registrar Recorder/County Clerk pursuant to Section 15062 of the State CEQA Guidelines.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,

PATRICK J. MALLON EXECUTIVE DIRECTOR

PJM:WST:pl

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 LOS ANGELES, a municipal corporation, acting by and through its Department of Water and Power, hereinafter referred to as "Owner" or "LADWP" AND THE LOS ANGELES REGIONAL COMMUNICATIONS INTEROPERABLE **SYSTEM AUTHORITY,** a Joint Powers Authority, hereinafter referred to as "LA-RICS AUTHORITY."

RECITALS:

WHEREAS, the City of Los Angeles 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 ("Site List") hereto ("Real Property"); and

WHEREAS, LADWP finds that: (1) the Real Property to be licensed is not presently needed for LADWP purposes; and (2) the grant of the license will not interfere with LADWP purposes; and

WHEREAS, Owner gives permission to LA-RICS AUTHORITY to use certain LADWP property and/or a portion of the Real Property, as identified on the Site List, for the purpose of construction, maintenance, operation and repair of a Long Term Evolution broadband ("Broadband" or "LTE") communication site; and

WHEREAS, the parties hereto acknowledge that: (a) 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; and (b) 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; at which time, First Net Parties must negotiate a separate agreement with the Owner. This Agreement shall not create any rights and obligations to any party except for the Owner and the LA-RICS AUTHORITY, unless this Agreement is amended or a separate

agreement has been entered into by the parties or unless otherwise provided by the Spectrum Manager Lease Agreement dated July 1, 2013; 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. <u>LTE SITE; LICENSE</u>

- 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 for access 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 and/or the LTE Vendor, 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 and further agrees that LA-RICS AUTHORITY's use of Owner's Real Property shall be restricted to the purposes of this License and shall not convey any interest in said Real Property
- 1.05 LA-RICS AUTHORITY hereby acknowledges that this Agreement is a license only and does not constitute a lease of or any interest in real property.
- 1.06 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 AUTHORITY 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, unless otherwise provided herein.

The right and permission of LA-RICS AUTHORITY is subordinate to the prior and paramount right of Owner to use said Real Property for the public purposes to which it now is and may, at the option of Owner (subject to the terms of this Agreement), be devoted. LA-RICS AUTHORITY undertakes and agrees to use said Real Property and to exercise this license jointly with Owner, and will at all times exercise the permission herein given in such manner as will not interfere with the full use and enjoyment of said Real Property by Owner.

2. PURPOSE AND USE

- 2.01 The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to access 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 or the LTE Vendor: (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, when accompanied by a Los Angeles Police Department ("LAPD") or Los Angeles Fire Department ("LAFD") representative, when conducting the work described herein. Except in the event of an emergency, LA-RICS AUTHORITY covenants to install, repair and maintain the Equipment only during normal business hours, upon 3 days prior written notice to Owner, and after receiving approval from Owner. In the event emergency repairs are required, LA-RICS AUTHORITY shall promptly notify Owner thereof and Owner shall cooperate to permit LA-RICS AUTHORITY to cause such repairs to be completed immediately. 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").
 - 2.01 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.
 - 2.02 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 unreasonably interfere with the LA-RICS Facility.

3. <u>APPROVALS/DESIGN REVIEW</u>

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 List). 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). 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 9 (Alterations).

Should ministerial permits be required, LA-RICS AUTHORITY shall be responsible for any and all costs to secure said permits. 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 the earliest of: (a) written notice of termination by LA-RICS AUTHORITY; (b) written notice

of termination by Owner pursuant to Section 29 (Default) hereof; or (c) the 5th anniversary of the Commencement Date.

Regardless of the manner or duration of use or occupancy of the Real Property by LA-RICS AUTHORITY, and regardless of the permanent character of any works or structures constructed or installed therein or thereon by LA-RICS AUTHORITY, this License may be terminated at any time without cause for any reason or no reason at all at the option of the Owner for a public utility purpose by giving 180 days' written notice of termination. Prior to expiration of the Initial Term, this Agreement may be extended for a longer term and under the terms and conditions as approved by the Board of Water and Power Commissioners and City Council of the City of Los Angeles.

5. CONSIDERATION

The consideration for the use granted herein shall be LA-RICS AUTHORITY's compliance with all of the terms and conditions of this Agreement, and LA-RICS AUTHORITY shall undertake commercially reasonable best efforts to complete construction and installation of a LA-RICS Facility at all Owner LTE Sites identified in Exhibit A by August 15, 2015 (provided City of Los Angeles is able to timely provide all necessary approvals and permitting to allow for the completion of construction and installation of each LA-RICS Facility before this deadline), unless an extension has been provided by the federal grantor, or the parties otherwise agree. The consideration negotiated with the Owner will be no less favorable than that granted to any other jurisdiction that enters into an Agreement with the LA-RICS AUTHORITY. In the event that LA-RICS AUTHORITY offers more favorable terms to another jurisdiction, LA-RICS AUTHORITY will notify the Owner promptly and provide Owner with the option of amending this Agreement such that it contains more favorable terms. Owner reserves the option to renegotiate the terms and conditions of this Agreement following the fifth anniversary of the Commencement Date in the event that the City of Los Angeles chooses not to participate in the LA-RICS AUTHORITY's LTE system.

6. <u>CONDITIONS PRECEDENT TO INSTALLATION OR ALTERATIONS OF EQUIPMENT</u>

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 upon not less than 24 hours prior written notice to the LA-RICS AUTHORITY (except in cases of emergency pursuant to Section 15 hereof (Emergency Access)) and, at LA-RICS AUTHORITY's option, with the right to require an LA-RICS AUTHORITY representative to accompany Owner 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 has reviewed and approved the plans and specifications. Owner's review and approval of the plans shall not release the LA-RICS AUTHORITY from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The LA-RICS AUTHORITY shall be responsible for notifying Owner and all other relevant parties immediately upon discovery of such omissions and/or errors and take immediate steps to correct said errors and omissions. 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 provide input, if any, into such plans and specifications.

7. <u>INSTALLATION</u>

- 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, LTE Vendor'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's 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. PROHIBITION OF LIENS

LA-RICS AUTHORITY will pay for all materials placed upon, joined or affixed to the Premises by or at the instance of LA-RICS AUTHORITY, and will pay in full all persons who perform labor upon the LTE Site at the instance of LA-RICS AUTHORITY, and will not cause or permit any liens of any kind or nature to be levied against the LTE Site for any work done or materials furnished thereon at the instance or request of LA-RICS AUTHORITY. If LA-RICS AUTHORITY shall, in good faith, contest the validity of any such lien, then LA-RICS AUTHORITY shall defend itself and Owner against the same and shall satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against Owner or the LTE Site.

9. 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, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2.01 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, 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 City of Los Angeles' City Building Inspector.

10. MAINTENANCE

Owner shall be responsible for maintenance of the Real Property, excluding the LTE Facility. LA-RICS Authority shall be responsible for all maintenance activities related to the general upkeep of the LTE Facility. The LTE Site shall be kept neat and clean by LA-RICS AUTHORITY and ready for normal use by Owner and other users. Should LA-RICS AUTHORITY fail to accomplish this, following 30 days written notice from Owner, Owner may perform the work and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by Owner.

LA-RICS AUTHORITY shall be responsible for the timely repair of all damage to the LTE Site or the Real Property 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.

11. 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 City of Los Angeles 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.

12. OTHER OPERATIONAL RESPONSIBILITIES

12.01 As applicable, LA-RICS AUTHORITY or its LTE Vendor 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 gross negligence or willful misconduct of the Owner, its agents, employees or contractors.

13. RELOCATION

- 13.01 Owner shall have the right to request relocation of the LA-RICS Facility or any portion thereof 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 AUTHORITY 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, and subject to the approval of the Owner, to place temporary equipment on the Real Property during the relocation provided that such placement does not interfere with Owner's ongoing operations at the Real Property.
- 13.02 LA-RICS AUTHORITY shall have the right to request relocation of the LA-RICS Facility or any portion thereof to an Alternate Site:
- (a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LTE Site in size, (ii) is compatible with Owners and LA-RICS AUTHORITY's use of the Real Property pursuant to Section 2 hereof, and (iii) does not interfere with any portion of the Owners or 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.

14. ACCESS TO LTE SITE

14.01 Owner hereby grants to the LA-RICS AUTHORITY, and the LTE Vendor a nonexclusive right to use, at its sole risk, during the term of this Agreement, the access which serves the LTE Site ("Access"). The LA-RICS AUTHORITY, on behalf of itself, and the LTE Vendor, acknowledge and accept the present condition of the Access on an "as is" basis. The LA-RICS AUTHORITY shall provide Owner with notice of all of its representatives or agents who are authorized to access the LTE Site pursuant to this Section.

14.02 LA-RICS AUTHORITY acknowledges and agrees that occasions may arise requiring the LA-RICS AUTHORITY to share in the cost of cleaning up of mudslide 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.

15. <u>EMERGENCY ACCESS BY OWNER</u>

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, 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 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.

16. RADIO FREQUENCY EMISSIONS/INTERFERENCE

- 16.01 **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 Real Property by Owner or Owner's agents, invitees or other licensees or users who may occupy portions of the Real Property at the time this Agreement is entered into. LA-RICS AUTHORITY shall be responsible for electromagnetic compatibility of LA-RICS AUTHORITY's equipment with existing and future equipment at the Real Property.
- 16.02 Interference With Owner's Public Utility Systems. In the event of any interference with Owner's present public utility wireless networks including but not limited to STRS and/or the City-wide microwave networks, 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 at the cost of the LA-RICS AUTHORITY. If the parties are unable to reach an agreement to eliminate the interference, after commercially reasonable efforts by the parties to reach such agreement, LA-RICS shall cease operations of that LTE Site.
- 16.03 Interference With Non-Public Safety Systems. In the event LA-RICS 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.
- 16.04 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.
- 16.05 **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.

17. 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.

18. HOLD HARMLESS AND INDEMNIFICATION

LA-RICS AUTHORITY agrees to indemnify, defend, save and hold harmless Owner and its agents, elected and appointed officers, contractors, 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 of either party hereto 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 Agr

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.eement including without limitation the LTE Vendor or sub-contractor of any tier.

19. <u>INSURANCE</u>

19.01 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 Michael A. Salazar, Department Risk Manager, 111 North Hope Street, Room 465 LOS ANGELES, CA 90012 on or before the Commencement Date of this Agreement or prior to the start of work at any site. Such evidence shall specifically identify this Agreement and shall contain express conditions that Owner is to be given written notice at least thirty (30) days in advance of any modification or termination of any provisions of insurance and shall name the Owner as an additional insured (except for the Workers' Compensation Insurance). LA-RICS AUTHORITY may self-insure the insurance required under this Agreement, but LA-RICS AUTHORITY will require its contractors and subcontractors to provide commercial insurance as required in the Section, and any additional insurance required by LA-RICS AUTHORITY of its contractor(s) and/or subcontractor(s), shall name the Owner as an additional insured.

- (a) <u>General Liability.</u> 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) Commercial general liability insurance endorsed for Site-operations, products/completed operations, contractual, broad form property damage, premises and operations, fire legal liability, and personal injury with a limit of not less than

General Aggregate: \$5 million

Products/Completed Operations Aggregate: \$2 million

Personal and Advertising Injury: \$5 million

Per occurrence \$5 million

- (2) <u>Automobile Liability insurance</u> (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in LA-RICS AUTHORITY's business operations.
- (b) <u>Workers Compensation</u>. 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. A waiver of subrogation in favor of Owner shall be provided by presentation of an endorsement to the policy specifically identifying Owner in the Schedule.

Each Accident: \$1 million

Employers' Liability \$1 million

Disease - policy limit: \$1 million

Disease - each employee: \$1 million

(c)

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.

- 19.02 <u>Failure to Maintain Coverage</u>. 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.
- 19.03 <u>Notification of Incidents.</u> 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.
- 19.04 <u>Compensation for Owner Costs</u>. 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.

20. FAILURE TO PROCURE INSURANCE

- 20.01 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.
- 20.02 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.

21. <u>TAXES</u>

- 21.01 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.
- 21.02 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.
- 21.03 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.

22. 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

Patrick J. Mallon LA-RICS Executive Director 2525 Corporate Place, Suite 200 Monterey Park, CA 91754 Telephone No.: (323) 881-8291

Email: Pat.Mallon@la-rics.org

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:

Michael A. Salazar – Department Risk Manager

Los Angeles Department of Water & Power

111 North Hope Street, Room 465

Los Angeles, CA 90012

Telephone No.: (213) 367.4672

Email: Michael.salazar@ladwp.com

Tony Royster – General Manager City of Los Angeles - General Services Department Real Estate Division 111 E. First Street, Room 201 Los Angeles, CA 90012 Telephone No.: (213) 928-9555

Email: Tony.royster@lacity.org

[24-hour contact info]

City of Los Angeles – Mount Lee Monitor Telephone No.: (213) 485-3110

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.

23. LA-RICS FACILITY REMOVAL

23.01 Unless otherwise provided herein, LA-RICS AUTHORITY shall remove all of its LA-RICS Facility and personal property 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 or termination. 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.

23.02 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.

23.03 In the event the LA-RICS AUTHORITY plans to dissolve its status as a California joint powers authority, City of Los Angeles may seek permission from the federal grantor and/or the grant administrator and the LA-RICS AUTHORITY to assume title to the LA-RICS Facility and associated improvements following such dissolution.

23.04 In the event that Owner removes existing equipment owned by Owner to allow for installation by the LA-RICS AUTHORITY of new equipment that is part of the LA-RICS Facility at Owner's LTE Site, and LA-RICS AUTHORITY subsequently desires to remove such equipment from Owner's LTE Site, LA-RICS AUTHORITY will determine whether it will: (1) replace the equipment that Owner originally removed to allow for the LA-RICS equipment installation; (2) provide for the replacement value of such equipment; (3) agree to leave the affected LA-RICS equipment for Owner's use, subject to any required federal or grant approvals; or (4) provide for some other remedy as may be otherwise mutually agreed to by the parties.

24. 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.

25. 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.

26. ASSIGNMENT

26.01 This Agreement may not be sold, assigned or transferred by LA-RICS AUTHORITY without the written approval or consent of 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.

26.02 To effect an assignment or transfer pursuant to this Section 26 (Assignment), LA-RICS AUTHORITY shall first deliver to the Owner:

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

26.03 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.

26.04 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.

26.05 LA-RICS AUTHORITY shall not sublicense the LTE Site or any part of the Real Property, without the written approval or consent of Owner.

26.06 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. Said costs must be substantiated by comprehensive records documenting the operational and administrative costs incurred by LA-RICS AUTHORITY should Owner enter into a third party lease or license. The parties agree that such documentation requirement may be satisfied by LA-RICS AUTHORITY, by identifying the actual costs incurred by LA-RICS AUTHORITY in addition to a listing by title, time spent, and dollar amount incurred, of each staff person for whose time LA-RICS AUTHORITY seeks compensation for review of said lease or license.

27. SUBORDINATION AND NON-DISTURBANCE.

Owner shall use reasonable efforts to 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.

28. 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.

29. <u>DEFAULT</u>

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.

30. WAIVER

30.01 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.

30.02 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.

31. 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 reasonable attorneys' fees and costs) to the extent arising from the indemnifying party's breach of any warranty or agreement contained in this Section.

32. 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.

33. <u>AUTHORIZATION WARRANTY</u>

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.

34. 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.

35. 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.

36. 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.

37. <u>COMPLIANCE WITH CIVIL RIGHTS LAWS, NONDISCRIMINATION AND AFFIRMATIVE ACTION</u>

- 37.01 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 or mental disability, 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.
- 37.03 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.
- 37.04 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.
- 37.05 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.
- 37.06 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.

38. 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.

39. <u>NOTICE OF EMPLOYEES REGARDING THE FEDERAL EARNED INCOME</u> <u>CREDIT</u>

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.

40. CONFIDENTIALITY AND OWNERSHIP

40.01 All documents, records, and information provided by a party to this Agreement ("Providing Party") to the other party to this Agreement ("Receiving Party"). or accessed or reviewed by the Receiving Party, during performance of this Agreement shall remain the property of the Providing Party. All documents, records, and information provided by the Providing Party to the Receiving Party, or accessed or reviewed by the Receiving Party, that include any and all information related to the Providing Party's public safety operations and equipment, including, but not limited to, schematics, sketches, diagrams and/or location of the Providing Party's public utility or safety sites, and equipment accessed or reviewed by the Receiving Party during the performance of this Agreement are confidential (hereinafter collectively referred to as "Confidential Information"). The Receiving Party agree not to provide Providing Party's Confidential Information, nor disclose their content or any information contained in them, orally or in writing, to any other person or entity. The Receiving Party agree that all of Providing Party's Confidential Information shall be held in strict confidence and secrecy and shall be used only for the purpose of carrying out the business of the parties hereto to effectuate the purposes of this Agreement and shall not be used for any other purpose. The Receiving Party shall be responsible for protecting the confidentiality and maintaining the security of the Providing Party's Confidential Information, including without limitation all documents and records in its possession.

40.02 The Receiving Party shall make all of Providing Party's Confidential Information available to its employees, agents, contractors (including without limitation the LTE Vendor) and subcontractors, only on a "need-to-know" basis and require such

employees, agents, contractors and subcontractors to execute a confidentiality agreement incorporating the confidentiality provisions set forth in this Section 40. Further, the Receiving Party shall provide to all of its employees, agents, contractors and subcontractors with access to the Confidential Information with written instructions of the confidential nature of the information and about the penalties for its unauthorized use or disclosure.

40.03 The Receiving Party shall implement such reasonable and prudent measures to keep secure and private all of Providing Party's Confidential Information accessed by Receiving Party's employees, agents, contractors and subcontractors, including, without limitation, storing and processing such Confidential Information in an electronic format in such a way that unauthorized persons cannot retrieve such information by computer, remote terminal or other means. The Receiving Party shall not remove any of Providing Party's Confidential Information, or any other documents, records or information owned by the Providing Party, from Receiving Party's facilities without prior written approval of the Providing Party.

40.04 The Receiving Party shall promptly notify the Providing Party of any request or requirement to disclose or make Providing Party's Confidential Information available to any individual, agency, or organization prior to taking any action regarding said request or requirement regardless of whether such request or requirement is made under any applicable law, regulation, judicial or other governmental order or decree. Further, the Receiving Party shall not disclose or make available any such Confidential Information until the Providing Party has had full opportunity to petition any court for a protective order or other order regarding the permitted scope and/or type of such disclosure. Receiving Party hereby acknowledges that the Providing Party has claimed ownership of Providing Party's Confidential Information and that unauthorized disclosure or use of such Confidential Information by the Receiving Party would cause irreparable harm and significant injury to the Providing Party, which may be difficult to ascertain and which may not be adequately compensated by damages. In the event of a breach or a threatened breach of the provisions of this Section 40, the Providing Party shall be entitled to a preliminary injunction and a temporary restraining order restraining the Receiving Party from using or disclosing Providing Party's Confidential Information. Receiving Party agrees and states that, under the circumstances, unauthorized disclosure or use of Providing Party's Confidential Information is highly likely to give rise to irreparable injury to the Providing Party, and Receiving Party shall not oppose an application for a temporary restraining order on the basis of lack or insufficient likelihood of irreparable injury. Nothing herein shall be construed as prohibiting the Providing Party from pursuing any other remedy available for such breach or threatened breach.

40.05 The parties acknowledge that the obligations set forth in this Section 40 are subject to the requirements of law, including without limitation the California Public Records Act.

40.06 At the conclusion or termination of this Agreement, or upon the request of the Providing Party, the Receiving Party shall promptly return to the Providing Party any and all of Providing Party's Confidential Information (and all information and documents relating to, derived from, or based on Providing Party's Confidential Information) and all other of Providing Party's documents, records and information, and all copies thereof, or destroy all such information utilizing an approved method of destroying such information by shredding, burning, or certified or witnessed destruction. The Receiving Party shall not make or retain copies of any such information and shall cease use of all Providing Party's Confidential Information for any purpose whatsoever.

41. OTHER TERMS AND CONDITIONS

- 41.01 <u>Advertising Materials and Signs</u>. 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.
 - 41.02 Habitation. The LTE Site shall not be used for human habitation.
- 41.03 Illegal Activities. LA-RICS AUTHORITY shall not knowingly permit any illegal activities to be conducted upon the LTE Site.
- 41.04 <u>Safety</u>. 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.
- 41.05 <u>Sanitation</u>. 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.
- 41.06 <u>Security Devices</u>. 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.

42. 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 23 hereof (LA-RICS Facility Removal) upon a loss or reduction of grant funds or other applicable funding sources.

43. 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.

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

44.01 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.

44.02 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.

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. <u>INTERPRETATION</u>

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. The Recitals set forth in this Agreement are incorporated into the terms and conditions of this Agreement.

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	CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER
A California Joint Powers Authority	MARCIE L. EDWARDS, General Manager
By:	
Print Name: Its:	By: Marcie L. Edwards, General Manager
APPROVED AS TO FORM:	
MARK J. SALADINO County Counsel	
By: Deputy	
APPROVED AS TO FORM:	
MICHAEL N. FEUER, City Attorney	
By Deputy City Attorney	
Date	

EXHIBIT A SITE LIST

Site ID	Facility Name	Organization	Address Line	City	Zip Code	Jurisdiction	Parcel Owner	Proposed Antenna Support Structure
LDWP243	Aqueduct Cascades	City of Los Angeles Dept of Water & Power	13801 Balboa Blvd.	Sylmar	91342	City of Los Angeles/DWP	City of Los Angeles Dept of Water and Power	70' Monopol e

EXHIBIT B EQUIPMENT LIST

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

EXHIBIT C SITE PLAN

[TO BE INCORPORATED BY REFERENCE]

PSBN Site List

City of Los Angeles

Site ID	Facility Name	Organization	Address Line	City	Zip Code	Jurisdiction	Parcel Owner	Proposed Antenna Support Structure
LDWP243	Aqueduct Cascades	City of Los Angeles Dept of Water & Power	13801 Balboa Blvd.	Sylmar	91342	City of Los Angeles/DWP	City of Los Angeles Dept of Water and Power	70' Monopole