



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS SPECIAL MEETING

Wednesday, September 17, 2014 • 9:00 a.m.

Los Angeles County Fire Department, Training Room 26
1320 N. Eastern Avenue, Los Angeles, CA 90063

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

AGENDA POSTED: September 15, 2014

Complete agendas are made available for review at the designated meeting location during normal business hours and may also be accessible on the Authority's website at <http://www.la-rics.org>.

Members:

1. **William T Fujioka**, Chair, CEO, County of Los Angeles
2. **Kim Raney**, Police Chief, City of Covina, representing At Large Seat
3. **Scott Pickwith**, Police Chief, representing the Los Angeles County Police Chiefs Association
4. **Ron Iizuka**, Police Captain, City of Culver City, representing At Large Seat
5. **Mark R. Alexander**, City Manager, representing the California Contract Cities Association
6. **Reginald Harrison**, Deputy City Manager, City of Long Beach
7. **Miguel Santana**, CAO, City of Los Angeles
8. **Gregory L. Simay**, Assistant General Manager, City of Burbank Water & Power, representing At Large Seat
9. **Bill Walker**, Fire Chief, representing the Los Angeles Area Fire Chiefs Association
10. **Ralph Terrazas**, Fire Chief, City of Los Angeles
11. **Charles L. Beck**, Vice Chair, Police Chief, City of Los Angeles
12. **Daryl L. Osby**, Fire Chief, County of Los Angeles
13. **Cathy Chidester**, Director, EMS representing DHS, County of Los Angeles
14. **Sharon Tso**, Chief Legislative Analyst, City of Los Angeles
15. **Steven K. Zipperman**, Police Chief, Los Angeles School Police Department
16. **Vacant**, City of El Segundo, representing At Large Seat
17. **John Scott**, Sheriff, County of Los Angeles

Officers:

1. **Patrick Mallon**, Executive Director
2. **John Naimo**, County of Los Angeles Auditor-Controller
3. **Mark J. Saladino**, County of Los Angeles Treasurer and Tax Collector
4. **Patricia Saucedo**, Board Secretary



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

I. CALL TO ORDER

II. ANNOUNCE QUORUM – Roll Call

III. APPROVAL OF MINUTES (1)

1. August 7, 2014 Meeting and August 21, 2014 Special Meeting Minutes
Attachment: Item 1

IV. CONSENT CALENDAR – (None)

V. REPORTS (2–5)

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

VI. DISCUSSION ITEMS ()

VII. ADMINISTRATIVE MATTERS (6–7)

6. APPROVE SITE ACCESS AGREEMENTS WITH THE CITIES OF LOS ANGELES, BALDWIN PARK AND EL MONTE

It is recommended that your Board:

- a. Find that the approval and execution of the Site Access Agreements by the LA-RICS Authority does not result in any change to the PSBN project, or to the circumstances under which the project is being undertaken, and that the determination that these activities are exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project, remains unchanged; and
- b. 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 Los Angeles, Baldwin Park and El Monte. These Site Access Agreements are for the Long Term Evolution (LTE) broadband communication sites within its respective jurisdictions or under its control.

Attachment: Item 6

7. APPROVE AMENDMENT FIVE FOR AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM ("LA-RICS") – PUBLIC SAFETY BROADBAND NETWORK



It is recommended that your Board:

Delegate authority to the Executive Director to (a) Execute Amendment No. 5, substantially similar in form to Attachment A, to Agreement No. LA-RICS 008 Los Angeles Regional Interoperable Communications System – PSBN with Motorola Solutions, Inc. ("Motorola"); and (b) to exercise the Unilateral Option for all Work pertaining to Phase 4, PSBN Implementation, for a total Contract Sum of \$21,899,970; and (c) to issue one or more notices to proceed to install, optimize, test, commission, and deploy all or such portion of the PSBN as authorized by the Authority.

VIII. CLOSED SESSION REPORT – (8)

8. CS-1 Confer with Real Property negotiators, pursuant to Government Code Section 54956.8.

Provide instructions to LA-RICS real estate negotiators with respect to a proposed Site Access Agreement for the following property within the City of Burbank:

Property: (1) 200 N. 3rd Street (Burbank PD)
LA-RICS Negotiators: Amy Caves
Nicole Adimari, Bemis, Inc.
Negotiating Parties: City of Burbank (Jim Compton)
Under Negotiation: Consideration and Terms

- CS-2 Confer with Real Property negotiators, pursuant to Government Code Section 54956.8.

Provide instructions to LA-RICS real estate negotiators with respect to a proposed Site Access Agreement for the following properties within the City of West Covina:

Properties: (1) 1815 S. Azusa Ave (Fire Station 4)
(2) 2650 E. Shadow Oak Dr. (Fire Station 5)
LA-RICS Negotiators: Amy Caves
Nicole Adimari, Bemis, Inc.
Negotiating Parties: City of West Covina (Chris Freeland)
Under Negotiation: Consideration and Terms



- IX. MISCELLANEOUS – (None)
- X. PUBLIC COMMENTS
- XI. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE BOARD
- XII. ADJOURNMENT and NEXT MEETING:
Thursday, October 2, 2014, 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

August 7, 2014

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

Board Members Present:

William "Bill" T Fujioka Chair, CEO, County of Los Angeles
Kim Raney, Police Chief, City of Covina, representing At Large Seat
Scott Pickwith, Police Chief, City of La Verne, representing the Los Angeles County Police Chiefs Association
Mark R. Alexander, City Manager, City of La Cañada Flintridge, representing the Contract Cities Association
Gregory "Greg" L. Simay, Assistant General Manager, City of Burbank Water & Power, representing At Large Seat
Bill Walker, Fire Chief, City of Alhambra, representing the Los Angeles Area Fire Chiefs Association

Representatives For Board Members Present:

Patricia "Patty" J. Huber, representing Miguel Santana, for the City of Los Angeles Chief Administrative Office
Ronnie Villanueva, representing James G. Featherstone, for the City of Los Angeles Fire Department
Sandy Jo MacArthur, representing Charles "Charlie" L. Beck, Vice Chair, for the City of Los Angeles Police Department
Mark J. Bennett, representing Daryl L. Osby, for the County of Los Angeles Fire Department
Cathy Chidester, representing Dr. Mitchell H. Katz, for the County of Los Angeles Department of Health Services
Matias Farfan, representing Gerry Miller, for the City of Los Angeles Chief Information Office
Jose Santome, representing Steven K. "Steve" Zipperman, for the Los Angeles School Police Department
Scott Edson, representing, John Scott, for the County of Los Angeles Sheriff Department

Officers Present:

Pat Mallon, LA-RICS Executive Director
Patricia Saucedo, Board Secretary

Absent:

Ron Iizuka, Police Captain, City of Culver City, representing At Large Seat
Reginald "Reggie" Harrison, Deputy City Manager, City of Long Beach
Vacant, City of El Segundo, representing At Large Seat
John Naimo, Auditor-Controller, County of Los Angeles
Mark J. Saladino, Treasurer and Tax Collector, County of Los Angeles

AGENDA ITEM 1

**I. CALL TO ORDER****II. ANNOUNCE QUORUM – Roll Call**

Chair Bill Fujioka made an acknowledgement that a quorum was present.

III. APPROVAL OF MINUTES – (1)

1. July 10, 2014 Special Meeting Minutes

Chair Bill Fujioka asked for a motion to approve the meeting minutes for the July 10, 2014 Special Meeting. Board Member Greg Simay motioned, seconded by Alternate Member Sandy Jo MacArthur. The Board's consensus was unanimous.

Ayes: 14 – Raney, Pickwith, Alexander, Huber, Simay, Walker, Fujioka, Villanueva, MacArthur, Bennett, Chidester, Farfan, Santome, Edson

MOTION APPROVED.**IV. CONSENT CALENDAR – (None)****V. REPORTS – (2–5)**

2. Finance Committee Report – Co-Chair Greg Simay

Greg Simay, Co-Chair of Finance Committee, provided an update of the July 24, 2014 Finance Meeting. The recommendation of the Fiscal Year 2014-15 Budget to the Board was discussed. That appears as Agenda Item #7, on today's agenda. And, you'll notice that we've shown the actuals for the previous fiscal year, the Budget is estimated for this fiscal year, and what is proposed for 2014-15. The discrepancy between estimated and budget is to maintain sufficient granting authority if the construction phase or the expenditure opportunity for constructing the system presented itself, we'd have the authority. Basically, the total budget for 2014-15 is roughly \$175 million dollars of which thirteen million is the BTOP cash match, which will be provided by the County of Los Angeles as a loan until a Member financing solution is reached. The LA-RICS Members will be responsible for the repayment of the BTOP cash match effective July 1, 2015. If you remember the review of the Finance (Funding) Plan, I believe that the cash match and other long-term items were amortized as an annual cost. The member contribution of roughly one million dollars is for the JPA operations. There is the grant funding of around \$162 million dollars which is divided between the BTOP grant and the grant funding for the LMR. I believe that in the coming year, the LMR grant will be principally designed with maybe some construction in 2015, the BTOP grant will be a full court press for construction to meet the September 30, 2015 deadline. The only other thing that was discussed of significance is the withdrawals. I know will be a later agenda item, but essentially the revenue impact of the recent withdrawals of members is roughly 3.5%, but that's not necessarily the net impact because there is also the effect on the expenses, in some cases it might go down. Correspondingly, there might be some additional participants and there's some good news on both those fronts and since Pat has to be the bearer of bad news sometimes, I thought he should have the luxury of presenting some good news.

Chair Fujioka asked, "Are we trying to combine both the report and Agenda Item #7?" Board Member Simay stated, the proposed Budget, for example, the BTOP cash match requirement, I think is somewhat less than it was when it was discussed in the Finance Committee because of some positive development. Chair Fujioka stated, I wanted to make sure this tied in together. Board Member Simay stated, yes. Just giving the report on the Committee which pertained to 1)



the Committee recommends adoption of the 2014-15 Budget; and, 2) there was a brief discussion of the revenue impact on withdrawals. Chair Fujioka stated, okay, well let's get to Mr. Mallon, your good news, what changed?

Executive Director Mallon stated, when we put together the Funding Plan, we had to take the assumption that there was no grant funding forthcoming and that the subscribers or users of the system were basically Authority Members. We have had some contact from the Department of Defense who would like to use, to a very large extent, the BTOP project for the military and federal agencies in better serving the Los Angeles area. That is going to drive the cost of operating the system down on a device to device basis. Executive Director Mallon stated, we have had other discussions about reduction of operating costs but since it's not assured we can off-set some of the costs with grant funding of which we did not incorporate those elements in the Funding Plan. Board Member Simay referred to an area of the BTOP grant in which we have submitted a budget modification. This will actually reduce the amount of hard match required. If we look at the total project cost it would be in the range of \$193 million dollars, which is 80% funded under the grant. Our hard match requirement would have been \$19.3 million dollars; however, NTIA is now allowing us to increase our soft match. We have worked with NTIA and they have approved a grant budget modification which allows us to reduce our hard match to about \$17.5 million with a commensurate increase in the soft match to about \$21.5 million. Now, the other good news is that we had relied very heavily on the value of the underlying property. And, as the value of real estate has increased, we can now reassess the value so that we can apply that towards the \$21.5 million. Board Member Simay stated, "What had been recommended by the Finance Committee, has improved since the recommendation." Chair Fujioka asked, when are you going to do the assessment of property? Executive Director Mallon stated, probably as close to the June 2015 timeframe as is possible to allow the property value to further escalate.

Chair Fujioka stated, given the relevancy to Agenda Item #7, as it relates to the Budget and you've heard our Finance Report; Agenda Item #7 is to approve the proposed Budget. Any questions?

Alternate Member Farfan stated, I have a question regarding the \$1 million dollar contribution. I just wanted to know what the timing was for paying that. Executive Director Mallon stated, the commitment would be for this Fiscal Year. We would anticipate waiting until the opt out period is over on November 24, 2014. To allow for the most accurate amount, it would be probably in the December timeframe. Alternate Member Farfan stated, "So it would be for the current year. There would be an amount already due from the membership?" Executive Director Mallon stated, correct. Alternate Member Farfan stated, "Then as far as the Budget goes, the one million dollars wasn't clear. Is that a required match?" Executive Director Mallon stated, "The one million dollars is not a match. It is part of the operating budget for the LA-RICS Authority; for the insurance, office space, Travel and Training, Administrative and Legal Costs. Alternate Member Farfan asked, "Is it just a funding gap?" I saw that County employees were funded through the grants. I was just wondering why such a small amount would be needed on top of that.

Administrative Deputy Orellana-Curtiss stated, there are actually three positions in the LA-RICS Project Team that are not funded by the grants. The grant administrator for the LMR grant has determined that those three positions are considered Management and Administration. So, those positions are what are reflected under the Member funded JPA Operations. The rest are either



contemplated as being covered by the BTOP grant or the LMR grant. Alternate Member Farfan stated, "The reason I'm asking these questions is because in the City of Los Angeles, we've already adopted our budget. We didn't include any line items for LA-RICS. It was my understanding there would be nothing due from Member cities for the current fiscal year. So with the one million dollars, I do have issues with it because we'd have to get approval on that or brief our management before we could move forward on it.

Administrative Deputy Orellana-Curtiss stated, the funding plan that was adopted by the Board included the \$1.13 million broken down by agency and included 2014-15. Chair Fujioka stated, but that would be adjusted somewhat, given what Pat just shared with us. Executive Director Mallon stated that amount will be adjusted based on the six cities opting out so far. There is an impact of 3.5% that the rest of the members have to pick up. We anticipate that there will be some further action on that. The numbers could change. Board Member MacArthur stated, so as soon as the opt-out period is over, then we will know for sure. Executive Director Mallon stated, "That is correct; probably in the December timeframe." Chair Fujioka stated, at that point, we will need to have the actual impact so all the other member agencies know. Executive Director Mallon stated, yes. Board Member Alexander stated, I am going to concur with Alternate Member Farfan's concerns. Contract Cities were informed at their meeting in February that there would be no financial obligation for the fiscal year 14-15, so it does concern me that we are now looking at member contributions in that fiscal year.

Chair Fujioka stated the Budget is before us, if there are no further questions could we have a motion to approve? Alternate Member Farfan stated, "Is it possible to amend the budget for now to remove the million dollars and instruct them to come back? If a match is not required, could you rework the budget to reduce it a million dollars for now, just so we could move forward?" Executive Director Mallon stated, the option would be that since the County has floated all of the cost for the operation, the County would have to pick that up. Board Member Alexander posed the question to Executive Director Mallon, "Pat is there a way that the cost can be shifted into the next fiscal year? And look at it in the year 2015-16 so that the Cities have a chance to plan for it?" Executive Director Mallon stated, "I would assume." Chair Fujioka stated, I think that's a possibility? Chair Fujioka posed a question to Counsel Moore, "Is that a possibility?" Counsel Moore stated, "Yes, but a motion would be needed to make that cost-shifting clear".

Chair Fujioka stated, okay, I heard an amendment for that dollar amount and we are going to set that aside. We can always amend our budget at any point and time in the year. I will ask for approval of the entire budget absent of that one item. And, then either we address it in the next couple of months or it will be carried over as an expense for the next fiscal year. Alternate Member Farfan concurred.

Chair Fujioka asked for a motion to approve, Alternate Member Farfan motioned seconded by Board Member Greg Simay and Alternate Member Cathy Chidester, the item was approved.

3. Director's Report – Pat Mallon

As stated by Board Member Simay, the Funding Plan was approved by the Board on May 28, 2014. The Opt Out deadline is November 24, 2014. At the request of Board Member Alexander, we do have a discussion item later in the agenda to discuss those cities that have opted out.



As far as the LTE System goes, Motorola and the LA-RICS team continue to pursue site assessments. To date, we have completed initial design assessments on all sites. The last two meetings were this last Monday with the City of West Covina. The Motorola team continues conducting secondary site visits and has completed 161 secondary visits and has completed 218 site sketches and has submitted them back to the host entity for review.

We still have some cities reviewing the Site Access Agreement. Unfortunately we are rapidly reaching the point of no return. We may have to drop the site if we are not able to move forward quickly.

We have received information from the City of Manhattan Beach that a proposed site at one of the city's water tank cannot be used; therefore, we are dropping that site.

We have also received a demand from the South Bay Regional Communications Center (SBRCC). They have a site and a SBRCC monopole at the City of Gardena Police Department. They have advised us that installation on that tower is the only option. However, in exchange for allowing us to go on to the tower, they are requiring that we provide a new communications shelter and pay for the relocation of their LMR equipment. This will require approval of a "waiver" from NTIA. Depending on the total cost that LA-RICS must absorb, we will consider our options.

At this point geotechnical work, which is the drilling/boring of the test holes, has been completed on 21 sites.

As far as the Corrective Action Plan with NTIA, we are still waiting for a response from them. We gave them all the information back over two months ago and we still have not received anything. We continue to have weekly status calls with NTIA.

On the environmental documentation, we continue to submit the required packages site by site to the State Historical Planning Office (SHPO). Weekly status reports are also provided to SHPO so that they can understand what activities are going to take place that week. To date, we have not received any formal response. A formal rejection would require a rework, with so far no action. SHPO has 30 days from the submission of the forms to deny, or they are deemed approved.

We have encountered a significant issue regarding the backhaul, which is the connectivity of the monopoles at the LTE sites. The initial design was use microwave links between the poles. We've encountered a lot of trees that are interfering with that connectivity. We have been working with Motorola on alternative solutions. We should have a full handle on that by Wednesday of next week. This is also a significant concern to NTIA because it could trigger a reevaluation of some of the sites. We might have to go outside the site boundaries of the 232 sites, perhaps like in the LMR design by utilizing a 180 foot tower. Unfortunately, NTIA seem to be withholding of action on our FONSI (Finding of No Significant Impact) until we can get a strong handle on that. That should occur next week.

As far as the LTE Contract, there have been no amendments since what you approved at the last Board meeting. The contract value remains at \$175,583,275. There has been no change to the Contract Term.

On the LMR System, we continue to review potential sites and some changes. Once we're comfortable with the new site list we'll bring that to your Board for your consideration. The good news is there has been a relatively constant exchange of site for site. We are staying very close



to the 88 sites and that includes the bounded area coverages. We have not pursued any Site Access Agreements for the LMR system to date.

On the Environmental Impact Report (EIR) for the LMR System, Jacobs is moving and they are nearing completion on the requisite biological and historical site analysis. There has been no change to the LMR contract.

On the Site Access Agreements, we are concerned about the speed in which some of these site access agreements are being processed and it could very well have an impact on our ability to construct on these sites. The good news is that your Board approved the Site Access Agreements with the County of Los Angeles on May 28, 2014 with subsequent approval by the County Board of Supervisors on July 15, 2015. I have signed 91 Site Access Agreements for the County sites and we have more to follow. Board Member Alexander stated, if you have any issues with Contract Cities, let me know and I can assist with those.

4. Project Manager's Report – Pat Mallon

Executive Director Mallon stated, the Jacob's report is included in your packet as Agenda Item #4, and included with that is the Motorola Solutions-LMR Project report.

5. Grant Status Report – Pat Mallon

Executive Director Mallon stated, we are still waiting for formal action by FEMA on a grant extension for the UASI '10, '11, and '12. Unfortunately, we did receive notice from FEMA via "Stop Notice" for work on the UASI '10 grant. We worked with the City Grant Administrator and Mr. Fujioka to allow us to continue moving forward knowing that we do have UASI '13 funds available that we can apply to the activities. And the County (Mr. Fujioka) has agreed to advance the funds for the LMR activities pending approval by FEMA. The City's Grant Administrator has told us that all the communications with FEMA have been very positive. So it is just a matter of them processing and getting approval through the federal Office of Management Budget.

VI. DISCUSSION ITEM (6)

6. **STATUS OF MEMBER AGENCIES WHO HAVE OPTED OUT OF LA-RICS** – Board Member Mark Alexander

Executive Director Mallon stated, Agenda Item #6 is a discussion at the request of Board Member Alexander, to discuss those Cities that have opted out. There have been seven cities. Two of which have opted out in an informal manner, but it will require their City Councils formal approval. The Cities of Calabasas and Azusa are still pending approval or action by their City Councils. The remaining Cities have obtained approval by their City's Council as follows: Gardena, Glendale, Palos Verdes Estates, Pomona and Torrance. In doing a calculation of the financial impact on the Funding Plan; those cities produce a combined impact of the budget by 3.5%.

Board Member Alexander stated, "In looking at reasons or the explanation for the withdrawal, I'm noticing a trend that either the reason given is somewhat vague or it's based on not having sufficient information regarding what financial impacts membership will be. One of the reasons why I requested this item be on the agenda is to see if there were any trends in the reasoning



behind the withdrawals and if there were, what course of action could this Board take to sort of stem the trend. In your evaluation of the cities withdrawals, are you detecting any areas where the Board might respond in order to help stem the trend of withdrawals?" Executive Director Mallon stated, "As you pointed out, the one area that we've heard throughout the preparation of the Funding Plan is that they needed a very finite number that they could evaluate and we just can't do that. What is my funding going to be if a city drops out, if two cities drop out, etc.? Which cities? What's their population? What's their geography? What are our actual expenditures going to be in the form of hard match? Can we mitigate some of that? One of the alternatives we are looking at as a way to mitigate some of the hard match on the LTE system is to look to equipment that will be purchased by the members in order to operate on that LTE system. If we can offset the cost of the hard match by those cities, in essence, buy the equipment, that's going to lower the impact; but, to what extent? What piece of equipment, or how many pieces of equipment is the City of Los Angeles going to buy? How many pieces of equipment will the City of La Verne buy? The progression and the impact on the final number seem indeterminable. We understand the Cities' frustration, but we can't do an accurate cost assessment when it comes to which Cities are in and which Cities are out? It would have been a much simpler task to develop a funding plan if we had some absolute, but we don't.

Board Member Alexander stated, It concerns me greatly, because if we can't find more definitive information to present to the cities, I'm worried that we'll have many more withdrawals from the Authority. And, that throws us into more confusion. Chair Fujioka stated, to the extent that it's available, I think we need to get that information out. I think the consistency of our message is also paramount. I keep hearing, depending on who the source is and who provides the message, and even worst shape, who translates that message out to other cities, that's a problem. I believe the onus is on us and our staff to get that consistent message out. Board Member Alexander stated, "Where I'm going with this, is I'm wondering if there is a methodology by which we could adopt that would provide some certainty for the cities, for the short term. Once we've developed some experience, and we'll have more knowledge of the hard numbers, then we move to that in the longer term. But at least for the short term, because we have an opt out period that's going to end November 24, 2014, and we may not have numbers by November 24, 2014, with much certainty, if we can provide a certain level of certainty at least for the first year, or first two years, once construction is completed, and we are operational that at least will provide some assurance for the cities to know what their costs are going to be and then we'll have better information down the road. Is there a methodology that we can look at that might provide that level of certainty?" Executive Director Mallon stated, "Again, it's which cities are in and which cities are out on November 25, 2014. It's a circular. We do anticipate that, as we approach the October, 2014 Board meeting we will bring forth an updated funding plan to look at the financial picture with respect to those cities that have opted out. Chair Fujioka stated, "Maybe some consultants could help us do some financial modeling that has some of the "what if" concerns. If we need help, we'll bring in help." Executive Director Mallon suggested PMC, the consultants that put together the funding plan. Chair Fujioka stated, "Well, why don't we sit down and just talk to them about it. Is there anyone amongst the group, especially you Mark (Alexander) and Greg (Simay), if you want to sit down with the consultants in the next couple of days. We'll say, this is what we are trying to achieve, how can you help us get there? We may have to have a special meeting, given where we are at on site agreements. We'll get that meeting together, no later than mid-part of next week." Board Member Simay stated, "That's a good idea. Because the analysis is trickier than you think, if you're a big city, if you have your own police but require services by the County, then the impact of withdrawal could result a savings on the police end but it will increase the



County's share. Then depending on your current circumstances, the withdrawal from one agency may be countered by an increase in the other agency. I think what the Board needs to decide is what constitutes a significant change in the finance plan." Chair Fujioka stated, "We'll get that meeting scheduled."

VII. ADMINISTRATIVE MATTERS (7-10)

7. [TAKEN OUT OF ORDER] APPROVE THE FISCAL YEAR 2014-15 PROPOSED LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY OPERATING BUDGET

It is recommended that the Los Angeles Regional Interoperable Communications System Authority (Authority) approve the attached Fiscal Year 2014-15 Proposed Operating Budget of \$162,165,000 to be utilized for the continued operation of the Authority.

As stated previously, Chair Fujioka announced an amendment, for that dollar amount, we are going to set that aside. We can always amend our budget at any point and time in the year. I will ask for approval of the entire budget absent of that one item. And, then either we address it in the next couple of months or it will be carried over as an expense for the next fiscal year. Alternate Member Matias concurred.

Chair Fujioka asked for a motion to approve, Alternate Member Matias Farfan motioned seconded by Board Member Greg Simay and Alternate Member Cathy Chidester, the item was approved. The Board's consensus was unanimous.

Ayes: 14 – Raney, Pickwith, Alexander, Huber, Simay, Walker, Fujioka, Villanueva, MacArthur, Bennett, Chidester, Farfan, Santome, Edson

MOTION APPROVED.

8. ACCEPT 2013 STATE HOMELAND SECURITY GRANT PROGRAM (SHSGP) FUNDS

It is recommended that your Board:

- a. Accept \$509,000 in grant funds from the Fiscal Year 2013 SHSGP as distributed through the California Office of Emergency Services (CalOES); and,
- b. Authorize the Executive Director to execute the attached 2013 SHSGP Sub-recipient Agreement between the County of Los Angeles and the Authority.

Executive Director Mallon read the details for Agenda Item #8. Chair Fujioka asked for a motion to approve this item. Alternate Member Sandy Jo MacArthur motioned, seconded by Alternate Member Ronnie Villanueva. The Board's consensus was unanimous.

Ayes: 14 – Raney, Pickwith, Alexander, Huber, Simay, Walker, Fujioka, Villanueva, MacArthur, Bennett, Chidester, Farfan, Santome, Edson

MOTION APPROVED.

9. APPROVE A SEVEN YEAR LEASE AGREEMENT WITH EASTGROUP PROPERTIES, LP AT 2525 CORPORATE PLACE, SUITE 100, MONTEREY PARK

It is recommended that your Board:



- a. Find that the project is exempt from the provisions of the California Environmental Quality Act (CEQA) under Section 15061 (b) (3) and 15301 of the State CEQA Guidelines (Existing Facilities).
- b. Delegate authority to the Executive Director to execute the lease agreement with EastGroup Properties, LP (Lessor) in substantially similar form to Attachment A, for a maximum first year annual lease cost of \$180,036.
- c. Delegate authority to the Executive Director to acquire furniture, telephone, data, low voltage systems, and tenant improvements at a cost not to exceed \$500,000

Executive Director Mallon read the details for Agenda Item #9. Alternate Member MacArthur asked, how much notice do we have to give if we opt out? Executive Director Mallon stated, at the end of the five years, it will be year-to-year thereafter and 9 months written notice to terminate the lease. Chair Fujioka asked for a motion to approve this item. Alternate Member Sandy Jo MacArthur motioned, seconded by Alternate Member Scott Edson. The Board's consensus was unanimous.

Ayes: 14 – Raney, Pickwith, Alexander, Huber, Simay, Walker, Fujioka, Villanueva, MacArthur, Bennett, Chidester, Farfan, Santome, Edson

MOTION APPROVED.

10. APPROVE SITE ACCESS AGREEMENTS WITH THE CITY OF LOS ANGELES

It is recommended that your Board:

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

No action was taken. Pat Mallon stated, Agenda Item #10, will be continued to a future meeting.

VIII. CLOSED SESSION REPORT – (None)

IX. MISCELLANEOUS – (None)

X. PUBLIC COMMENTS – (None)

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

XII. ADJOURNMENT

Chair Fujioka asked for a motion to approve adjournment of the meeting. Board Member Greg Simay motioned, seconded by Alternate Member Ronnie Villanueva. The Board's consensus was unanimous.



Board of Directors MEETING MINUTES

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

August 21, 2014

Kenneth Hahn Hall of Administration – Room 743
500 W. Temple St., Los Angeles, CA 90012

Board Members Present:

William “Bill” T Fujioka Chair, CEO, County of Los Angeles
Ron Iizuka, Police Captain, City of Culver City, representing At Large Seat
Mark R. Alexander, City Manager, City of La Cañada Flintridge, representing the Contract Cities Association
Reginald “Reggie” Harrison, Deputy City Manager, City of Long Beach
John Scott, Sheriff, County of Los Angeles

Representatives For Board Members Present:

Patricia “Patty” J. Huber, representing Miguel Santana, for the City of Los Angeles Chief Administrative Office
Ronnie Villanueva, representing Ralph Terrazas, for the City of Los Angeles Fire Department
Sandy Jo MacArthur, representing Charles “Charlie” L. Beck, Vice Chair, for the City of Los Angeles Police Department
Mark J. Bennett, representing Daryl L. Osby, for the County of Los Angeles Fire Department

Officers Present:

Pat Mallon, LA-RICS Executive Director
Rachelle Anema, representing John Naimo, Auditor-Controller, County of Los Angeles
Patricia Saucedo, Board Secretary

Absent:

Kim Raney, Police Chief, City of Covina, representing At Large Seat
Scott Pickwith, Police Chief, City of La Verne, representing the Los Angeles County Police Chiefs Association
Gregory “Greg” L. Simay, Assistant General Manager, City of Burbank Water & Power, representing At Large Seat
Bill Walker, Fire Chief, City of Alhambra, representing the Los Angeles Area Fire Chiefs Association
Dr. Mitchell H. Katz, Director, DHS, County of Los Angeles
Gerry F. Miller, Chief Legislative Analyst, City of Los Angeles
Steven K. “Steve” Zipperman, Police Chief, Los Angeles School Police Department
City of El Segundo, representing At Large Seat
Mark J. Saladino, Treasurer and Tax Collector, County of Los Angeles

AGENDA ITEM 1



- I. **CALL TO ORDER**
- II. **ANNOUNCE QUORUM – Roll Call**
- III. **APPROVAL OF MINUTES – (None)**
- IV. **CONSENT CALENDAR – (None)**
- V. **REPORTS – (None)**
- VI. **DISCUSSION ITEM (None)**
- VII. **ADMINISTRATIVE MATTERS (2–4)**

2. Extension of Funding Plan Opt Out Period

It is recommended that your board:

- a. Extend the deadline for submission of written notices of withdrawal from November 24, 2014 to November 24, 2015; and,
- b. Delegate Authority to the Executive Director, or his Designee, to notify Authority Members pursuant to Section 7.01 of the LA-RICS Joint Powers Agreement, of the extended notice of withdrawal date; and,
- c. Delegate Authority to the Executive Director, or his Designee, to notify Authority Members who have withdrawn to date, of the extended date; and,
- d. Designate Tuesday, November 24, 2015, as the deadline for Authority Members to submit written notice of withdrawal from the Authority, if that is their governing body's determination.

Executive Director Mallon stated that at the last Board meeting, Board Member Alexander raised a question regarding the determination of why Cities have been opting out. The primary reason was the unknown potential for future costs beyond what is represented in the Funding Plan. Chair Fujioka directed that a meeting be held with less than a quorum of members to solicit input and discuss potential outcomes. That meeting was held on August 14, 2014.

At the time that we applied for the BTOP Grant, the match requirement was at a minimum of 20%. Between hard and soft match, the minimum would be in the range of about \$38 million. Subsequent to that, we've had discussions with NTIA about the value of the underlying property to be used to comprise the soft match. As the economy has recovered we are to the point where our hard match requirement is around \$17.5 million and the soft match is around the range of \$22 to \$22.5 million. NTIA has also advised that as the Grant period progresses towards April-May 2015, we can do a reappraisal on the property values at that time. This could further adjust our match requirement and reduce the amount of hard match. Concurrently, the County over the last four years has contributed a little over \$4 million dollars in cash match to the BTOP project. Last year, the County set aside an allocation of \$7 million for our hard match and this year they set aside \$6.5 million for a hard match. When you put all that together, the total is \$17.5 million. Additionally, as we move forward with any reappraisal of the underlying property that \$17.5 million dollars requirement could go down.

We have within the budget a significant allocation for user equipment, such as devices that need to go into the fire apparatus and police vehicles to hook up into the system. We feel confident that as we get towards the end of the project and we apply the equipment purchases we will be able to offset the \$17.5 million County contribution either in equipment delivered for County use or for equipment that is delivered to other LA-RICS user Departments, the value of which can be used to offset that contribution. At the end of the project we hope that there will be no remaining hard cash match required. One of the concerns



voiced by Authority Members is the unknown: the concern about having to finance potentially 15 years of Bond debt. For independent cities, making a commitment for 15 years of debt repayment is difficult.

The resulting recommendation coming from those attending the meeting is to reconsider the Opt Out date deadline of November 24, 2014 and to extend that date to November 24, 2015. As we get closer to the end of the project, we'll know exactly what all the costs will be. We can really project what the operating costs are going to be in the form of utilities, and provide a definite number to the Members as to what their individual costs will be. This will also give Members some time to budget expenditures for Fiscal Year 2015-16. Executive Director Mallon further read the details for Agenda Item #2. Chair Fujioka stated, "I think the critical fact with a lot of the member Cities is the uncertainty of what the underlying value of the sites would be and the fact that we don't know the value of the sites, which is critical to the process. It would be a shame for the deadline of November 2014 and the fact that members need to deal with absolutes, and as a consequence they decide to opt out. And so, I believe, at minimum we can get through Year 2015. Ideally, I'd like to get through one year beyond that. But we won't know until we get through this next year. If we can get from projected to absolute cost, it's easier for members to say, I can do that; plus, if we get beyond that period, and have an actual system in place, people will say "Oh, it works!" It allows for a really easy decision."

Board Member Alexander stated, Mr. Chair, of course I am very encouraged by this information and I whole-heartedly support the recommendation that is being included here. I would maybe amend or add one thing to Recommendation #3, to create some kind of amnesty period for those Cities who have already Opted Out, to allow them to come back. I know a couple of Members of this Board, if they haven't already been replaced by another City, maybe we can reinstate them on this Board because of their knowledge and experience. Chair Fujioka stated, "Absolutely, in fact we were going to put that language in here, but as a part of this move, we are going to reach out to those who have Opted Out and say, it has changed, we have this period of time to come back in and that is what we suggest." Executive Director Mallon asked, "Do you want to designate a period in which they could do that? Perhaps 90 days?" Chair Fujioka stated, 90 days is fine. Alternate Member MacArthur stated, I think 90 days is good, it will give them an opportunity to go back to their City Managers, Police Chiefs and Fire Chiefs or such. That should give them enough time to do that. Board Member Scott stated, "Agreed, that is reasonable."

Alternate Member Villanueva stated, how about until the end of the year? Alternate Member MacArthur stated, December 31, 2014. Board Member Alexander stated, the only concern I have is that two Cities in particular, Torrance and Burbank, because they both opted out, if they come back could they come back as Board Members. Chair Fujioka stated, that is their call. We welcome them. Alternate Board Member MacArthur stated, you are asking not to replace them at this point. Board Member Alexander stated, well we need to replace them and how long do we wait for them to make a decision before they are able to come back to the Board? Executive Director Mallon stated, "We will be announcing the scheduling of an April election, at your October meeting. In October, we will begin the six-month notification process for Election of the At-Large Seats, unless this Board elects to again extend the term."

Board Member Harrison stated, so again just to be clear, the thing that is different is the consideration of including the underlying land values as a part of the match, that's the only economic consideration. Chair Fujioka stated, "Additionally, we (LA County) are providing advanced funds to get us through this period." Alternate Member Huber stated, "I have a question. I didn't quite understand your comment on the purchasing of equipment as offsetting the County match. Executive Director Mallon stated, in the past it has been discussed that the cash match that the County has contributed would be in essence an advance and that there would be some expectation of recovery. What we have discussed with Mr. Fujioka is that there is a significant amount of user equipment that needs to be purchased, the value of which could be applied to the hard match. So in the case with the City of Los Angeles, if the City determines that it needs \$3 or \$4 million worth of equipment to equip the police cars and fire engines, the purchase of that equipment with non-grant dollars could go to offset the allocation that the County has set aside for us. Alternate Member Huber stated, "Now it makes sense."



Chair Fujioka asked for a motion to approve with the addition of the 90 days, to allow for members who have opted out to opt back in to LA-RICS. Alternate Member MacArthur motioned, seconded by Board Member Scott. The Board's consensus was unanimous.

Ayes: 9 – Iizuka, Alexander, Harrison, Huber, Fujioka, Villanueva, MacArthur, Bennett, Scott

MOTION APPROVED.

3. Approve Amendment Twelve for Project Management Services with Jacobs Management, Inc.

It is recommended that your board:

- a. Approve an increase to the Maximum Contract Sum in a not to exceed amount of \$2,011,080, which will increase the Maximum Contract Sum amount from \$30,486,265 to \$32,497,345; and,
- b. Delegate authority to the Executive Director as follows:
 - i. Finalize and execute Amendment No. 12 with Jacobs, substantially similar to Attachment A;
 - ii. Approve an addition to the contract's scope of work to allow Jacobs to engage and perform certain additional environmental work for the PSBN including, but not limited to, conducting a statutory exemption analysis and delivering a CEQA Notice of Exemption(s), preparing a NEPA-compliant Supplemental EA, and increasing the level of environmental compliance monitoring efforts to accommodate the compressed construction schedule as set forth in the scope of work, and adjust the Staffing Plan accordingly.

Executive Director Mallon read the details for Agenda Item #3. Chair Fujioka asked for a motion to approve this item. Alternate Member Villanueva motioned, seconded by Alternate Member MacArthur. The Board's consensus was unanimous.

Ayes: 9 – Iizuka, Alexander, Harrison, Huber, Fujioka, Villanueva, MacArthur, Bennett, Scott

MOTION APPROVED.



4. Amendment No. Eight for Agreement No. LA-RICS 007 for Los Angeles Regional Interoperable Communications System – Land Mobile Radio System

It is recommended that your board:

- a. Find that approval and execution of Amendment No. Eight for the purchase and use of Radio Equipment for Agreement No. LA-RICS 007 is exempt from review under the California Environmental Quality Act (CEQA) as it is not a project under CEQA pursuant to CEQA Guidelines Sections 15378(b)(2) and (b)(5), and 15061 (b)(3); and,
- b. Approve an increase to the total contract amount by \$3,671,006 increasing the Maximum Contract Sum from \$288,074,669 to \$291,745,675; and,
- c. Approve Amendment No. Eight to Agreement No. LA-RICS 007 for the LMR System, in substantially similar form, to Attachment A, to allow the Authority to purchase the Radio Equipment; and,
- d. Delegate authority to the Executive Director to execute Amendment No. Eight to Agreement No. LA-RICS 007 for the LMR System, in substantially similar form to Attachment A; and,
- e. Delegate authority to the Executive Director to expend grant allocations repurposed to the Authority, if any, in an amount not to exceed the costs required for the provisioning of Radio Equipment for the Authority's member agencies user base.

Executive Director Mallon read the details for Agenda Item #4. Chair Fujioka asked for a motion to approve this item. Board Member Alexander motioned, seconded by Alternate Member Villanueva. The Board's consensus was unanimous.

Ayes: 9 – Iizuka, Alexander, Harrison, Huber, Fujioka, Villanueva, MacArthur, Bennett, Scott

MOTION APPROVED.

VIII. CLOSED SESSION REPORT – (None)

IX. MISCELLANEOUS – (None)

X. PUBLIC COMMENTS – (None)

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

XII. ADJOURNMENT

Chair Fujioka asked for a motion to approve adjournment of the meeting. Alternate Member Villanueva motioned, seconded by Board Member Scott. The Board's consensus was unanimous.

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 200
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. 29

For August, 2014

Submitted August 27, 2014

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PROGRAM DASHBOARD

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

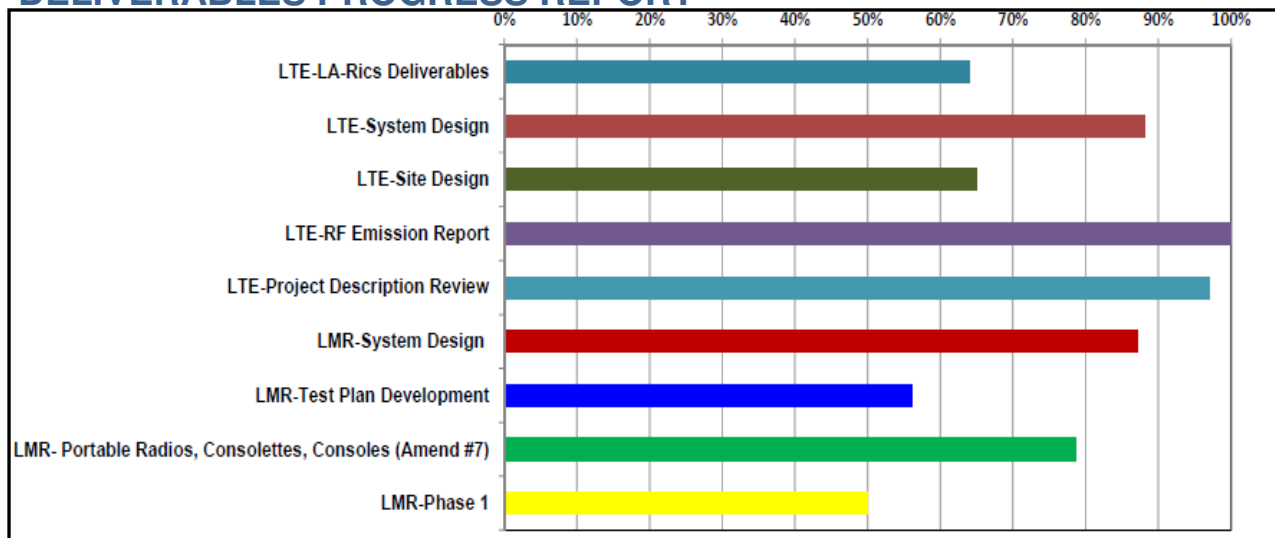
RISK REGISTER

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

ACTIVITIES STATUS

ITEM	STATUS	DUE DATE
LTE LA-RICS DELIVERABLES	IN PROGRESS	NOVEMBER, 2014
LTE SYSTEM DESIGN	IN PROGRESS	NOVEMBER, 2014
LTE SITE DESIGN	IN PROGRESS	NOVEMBER, 2014
LTE RF EMISSION REPORT	IN PROGRESS	JULY, 2014
LTE PROJECT DESCRIPTION REVIEW	IN PROGRESS	AUGUST, 2014
LMR SYSTEM DESIGN	IN PROGRESS	SEPTEMBER, 2015
LMR TEST PLAN DEVELOPMENT	IN PROGRESS	SEPTEMBER, 2014
LMR PORTABLE RADIOS, CONSOLETTES, CONSOLES (AMEND #7)	IN PROGRESS	SEPTEMBER, 2014
LMR Phase 1	COMPLETED	SEPTEMBER, 2014

DELIVERABLES PROGRESS REPORT



LA-RICS MASTER CALENDAR

September 2014 (Proposed)						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	<p>1 1000- Conference Call with NTIA Environmental Consultants</p> <p>1300 – Internal LTE System Design Meeting</p> <p>1400 – LTE System Design & Site Meeting w/MSI</p>	<p>2 0900 – WESM Mtg</p> <p>1000 – LMR Weekly Site & System Design Mtg</p>	<p>3 1330 – 1500 Weekly Conference Call with UltraSystems</p>	<p>4 0900 - JPA BOD Mtg</p>	5	6
7	<p>8 1000- Conference Call with NTIA Environmental Consultants</p> <p>1300 – Internal LTE System Design Meeting</p> <p>1400 – LTE System Design & Site Meeting w/MSI</p>	<p>9 0900 – WESM Mtg</p> <p>1000 – LMR Weekly Site & System Design Mtg</p>	<p>10 1330 – 1500 Weekly Conference Call with UltraSystems</p>	<p>11 0800 – Site Zoning Mtg</p>	12	13
14	<p>15 1000- Conference Call with NTIA Environmental Consultants</p> <p>1300 – Internal LTE System Design Meeting</p> <p>1400 – LTE System Design & Site Meeting w/MSI</p>	<p>16 0900 – WESM Mtg</p> <p>1000 – LMR Weekly Site & System Design Mtg</p>	<p>17 1330 – 1500 Weekly Conference Call with UltraSystems</p>	<p>18 0800 – Site Zoning Mtg</p>	19	20
21	<p>22 1000- Conference Call with NTIA Environmental Consultants</p> <p>1300 – Internal LTE System Design Meeting</p> <p>1400 – LTE System Design & Site Meeting w/MSI</p>	<p>23 0900 – WESM Mtg</p> <p>1000 – LMR Weekly Site & System Design Mtg</p>	<p>24 1330 – 1500 Weekly Conference Call with UltraSystems</p>	<p>25 0800 – Site Zoning Mtg</p>	26	27
28	<p>29 1000- Conference Call with NTIA Environmental Consultants</p> <p>1300 – Internal LTE System Design Meeting</p> <p>1400 – LTE System Design & Site Meeting w/MSI</p>	<p>30 0900 – WESM Mtg</p> <p>1000 – LMR Weekly Site & System Design Mtg</p>				

LTE TECHNOLOGY UPDATES

- Received initial draft of the following Design Documents:
 - PSBN RAN TA Dimensioning and Paging Capacity
 - SMMS Device Management
 - SMMS OSP
 - CATP
 - KPI Monitoring
 - Stress Test
 - System TOL
 - Transport TOL
- Received revised drafts of the following Design Documents:
 - PSBN Design Document
 - PSBN EPC FCC Floor Plan
 - PSBN EPC LMR/LTE Consolidated Power Summary
 - PSBN EPC Network Drawings
 - PSBN EPC VDC Floor Plan 1 & 2
 - PSBN RAN eNodeB ID
 - IP Plan
- Consolidated Power Supply Activities
 - Undergoing load study for VDC
- Ongoing backhaul design activities incorporating existing Microwave and fiber networks for backhaul inclusion
- Ongoing Weekly LTE System Design and Site Development Meetings
- Ongoing LTE project reports received weekly/monthly
 - Weekly Status Report
 - Monthly Status Reports
 - Integrated Master Schedule (IMS)

LMR TECHNOLOGY UPDATES

- LMR/LTE Shared Site Activities
 - Finalized review of all shared sites
 - Finalized locations of all shared sites
- Ongoing Core 1 installation activities at FCCF
- Ongoing Weekly LMR System Design and Site Development Meetings
- Ongoing LMR project reports received weekly/monthly:
 - Weekly Status Report
 - Monthly Status Report
 - Integrated Master Schedule (IMS)
 - Site Analysis and Inclusion of USFS Sites

LTE SITES/CIVIL DELIVERABLES

- **Provided weekly report/spreadsheet to NTIA**
- **Review of Motorola IMS, provided status**
- **Reviewed site sketches, route to stakeholders, consolidated comments, and resolved issues for transmittal to Motorola**
- **Release of site for 1A surveys**
- **Coordinated and/or attend 1A surveys**
- **Review “template” Geotechnical Investigation Logistic Plans**
- **Coordinated and attended geotechnical investigations**
- **Reviewed “template” construction documents (CDs)**
- **Provided sample Exhibit A to support City of Los Angeles SAA activities**
- **Provided exhibits A & B to CEO RED for acquisition of Site Access Agreements**
- **Begin coordination for qualified Abatement Industrial Hygienist visits to sites**
- **Support Back-haul studies**
- **Provided on-going support to LTE Environmental Consultant**
- **Continued submission of FCC Form 620s to SHPO for all applicable LTE sites**
- **Continued review and development of the EA and FONSI**
- **Prepared for development of the Supplemental EA**

LMR SITES/CIVIL DELIVERABLES

- **Reviewed Motorola IMS, provided status**
- **Reviewed of proposed polygons for inclusion into EIR**
- **Reviewed Alternate sites list for reduction**
- **Coordinated with US Forest Service**
- **Supported outreach with information/spreadsheet materials**
- **Preparing for LMR Scoping Meetings**
- **Provided oversight @VDC study visits and meetings**
- **Provided site information for EIR**
- **Finalized Initial Study for LMR CEQA compliance**
- **Submitted research design for LMR cultural resources to SHPO**
- **Began field work for biological**
- **Finalized preparations for scoping, including scoping meetings**

Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	% Complete	2013				2014				2015				2016				2017				2018				2019			
							Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
LA-RICS MSI LMR Integrated Master Schedule (IMS) Replan							28.Nov.18, LA-RICS MS																											
Phase 1 - LMR System Design							03.Aug.15, Phase 1 - LMR System Design																											
LMR_389	Authority LMR Project start / Contract Signed	0	28.Aug.13 A			100%	Authority LMR Project start / Contract Signed																											
LMR_390	Notice to Proceed Phase 1	0	09.Sep.13 A			100%	Notice to Proceed Phase 1																											
Project Management Plan							23.Dec.13 A, Project Management Plan																											
LA-RICS Deliverables							28.Jan.15, LA-RICS Deliverables																											
LA-RICS Provides Access to Core Sites							18.Mar.14 A, LA-RICS Provides Access to Core Sites																											
Early Shipment							01.Oct.14, Early Shipment																											
Amendment 3 - Specified Equipment Shipment and System on Wheels							29.May.14 A, Amendment 3 - Specified Equipment Shipment and System on Wheels																											
Amendment 4 - Station B Equipment							28.May.14 A, Amendment 4 - Station B Equipment																											
Integration of SOW and STB							09.Jun.14 A, Integration of SOW and STB																											
Amendment 5 - VDC Core 2 Deployment							06.May.14 A, Amendment 5 - VDC Core 2 Deployment																											
Amendment 7 - Portable Radio Equipment, Consolettes, & Consoles							12.Sep.14, Amendment 7 - Portable Radio Equipment, Consolettes, & Consoles																											
Project Description Preparation							06.Dec.13 A, Project Description Preparation																											
Environmental Review							26.Jun.15, Environmental Review																											
Design Review							03.Aug.15, Design Review																											
Phase 1a - Licensing Process							01.Jul.15, Phase 1a - Licensing Process																											
LMR_1548	FCC Licensing Processing	0	01.Jul.15	01.Jul.15	298	0%	01.Jul.15, FCC Licensing Processing																											
LMR_1549	B.1.6 FCC License and Application Forms - FCC Licenses Granted	0		01.Jul.15	299	0%	01.Jul.15, B.1.6 FCC License and Application Forms - FCC Licenses Granted																											
LMR_1547	License Preparation	0	01.Jul.15*	01.Jul.15	298	0%	01.Jul.15, License Preparation																											
Phase 1b - Submit Required Permits & Approvals							08.Oct.15, Phase 1b - Submit Required Permits & Approvals																											
Zoning Permit							22.Sep.15, Zoning Permit																											
Building Permits							08.Oct.15, Building Permits																											
Receive Permit Approvals							08.Oct.15, Receive Permit Approvals																											
Phase 2 - Site Construction and Site Modification							15.Sep.16, Phase 2 - Site Construction and Site Modification																											
Phase 3 - Supply LMR System Components							02.May.16, Phase 3 - Supply LMR System Components																											
LMR_6425	B.1.6 FCC Licensing	1	01.Jul.15	01.Jul.15	298	0%	01.Jul.15, B.1.6 FCC Licensing																											
LMR_3893	Notice to Proceed Phase 3	0		03.Aug.15*	-176	0%	03.Aug.15*, Notice to Proceed Phase 3																											
LMR_6800	B.3.9 System Management and Monitoring Subsystem	1	28.Dec.15	28.Dec.15	566	0%	28.Dec.15, B.3.9 System Management and Monitoring Subsystem																											
Manufacturing / Staging / Site Development and Test							02.May.16, Manufacturing / Staging / Site Development and Test																											
Phase 4 - LMR System Implementation							28.Nov.18, Phase 4 - LMR System Implementation																											
LMR_6805	B.4.1.1.1.7 System Management and Monitoring Subsystem	0		28.Dec.15	566	0%	28.Dec.15, B.4.1.1.1.7 System Management and Monitoring Subsystem																											
LMR_3921	Notice to Proceed Phase 4	0		15.Jan.16*	-150	0%	15.Jan.16*, Notice to Proceed Phase 4																											
RF Emission Safety Report							17.Feb.15, RF Emission Safety Report																											
Implementation & Testing							22.Nov.17, Implementation & Testing																											
Warranty - 12 months							28.Nov.18, Warranty - 12 months																											
Phase 5 - LMR System Maintenance							28.Nov.18, Phase 5 - LMR System Maintenance																											



LA RICS LTE (PSBN) Summary Schedule Organized by Construction Zone

26.Aug.14 10:15

Page: 1 of 1

LA RICS PSBN-v2-3

Data Date: 16.Aug.14

Summary
 Primary Baseline
 Actual Work
 Remaining Work
 Critical Remaining Work
 Baseline Milestone
 Milestone
 Milestone

Activity ID	Activity Name	Remaining Duration	Start	Finish	Total Float	% Complete	2014				2015				2016			
							Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
LA-RICS Public Safety Broadband Network (PSBN)							14.Aug.15, LA-RICS Public Safety Broadband Network											
LA-RICS PSBN Project							14.Aug.15, LA-RICS PSBN Project											
PSBN Project							06.Mar.14 A, PSBN Project											
Phase 1 - System Design							20.Nov.14, Phase 1 - System Design											
Phase 1 - System Design							12.Mar.14 A, Phase 1 - System Design											
LA-RICS Deliverables							18.Nov.14, LA-RICS Deliverables											
Project Management Plan							12.Jun.14 A, Project Management Plan											
System Design							20.Nov.14, System Design											
Site Design							11.Nov.14, Site Design											
Central Basin							16.Oct.14, Central Basin											
San Fernando							26.Sep.14, San Fernando											
Southern Basin							11.Nov.14, Southern Basin											
Eastern Basin							11.Nov.14, Eastern Basin											
North County							01.Oct.14, North County											
Central Foothills							18.Sep.14, Central Foothills											
No Construction Zone							18.Nov.14, No Construction Zone											
Phase 1a - Acceptance Test Plan Development							08.Jan.15, Phase 1a - Acceptance Test Plan Development											
Phase 1b - Frequency Licensing							14.Jan.15, Phase 1b - Frequency Licensing											
Phase 1c - Zoning and Permitting							28.May.15, Phase 1c - Zoning and Permitting											
Central Basin							09.Apr.15, Central Basin											
San Fernando							17.Apr.15, San Fernando											
Southern Basin							19.May.15, Southern Basin											
Eastern Basin							27.May.15, Eastern Basin											
North County							28.May.15, North County											
Central Foothills							14.May.15, Central Foothills											
Phase 1d - Order Processing							13.Oct.14, Phase 1d - Order Processing											
Phase 2 - Site Construction and Site Modification							30.Jun.15, Phase 2 - Site Construction and Site Modification											
Site Construction							12.Sep.14, Site Construction											
Central Basin							29.Apr.15, Central Basin											
San Fernando							06.May.15, San Fernando											
Southern Basin							08.Jun.15, Southern Basin											
Eastern Basin							15.Jun.15, Eastern Basin											
North County							16.Jun.15, North County											
Central Foothills							30.Jun.15, Central Foothills											
Site Construction Complete							30.Jun.15, Site Construction Complete											
Phase 3 - Supply PSBN Components							26.Dec.14, Phase 3 - Supply PSBN Components											
Phase 4 - System Implementation							14.Aug.15, Phase 4 - System Implementation											
Phase 4 - System Implementation							15.Oct.14, Phase 4 - System Implementation											
LTE EPC Install & Configuration FCCF							23.Jan.15, LTE EPC Install & Configuration FCCF											
Network Operations Center-Installation & Configuration							23.Jan.15, Network Operations Center-Installation & Configuration											
Special Operations Test - Staging							03.Mar.15, Special Operations Test - Staging											
Implementation							06.Jul.15, Implementation											
Central Basin							01.May.15, Central Basin											
San Fernando							08.May.15, San Fernando											
Southern Basin							11.Jun.15, Southern Basin											
Eastern Basin							17.Jun.15, Eastern Basin											
North County							18.Jun.15, North County											
Central Foothills							06.Jul.15, Central Foothills											
System Test							14.Aug.15, System Test											
Training							06.Jul.15, Training											
Overall Project Closeout							14.Aug.15, Overall Project Closeout											
Phase 5 - Warranty and Maintenance							14.Aug.15, Phase 5 - Warranty and Maintenance											



Monthly Report #12

Reporting Period: 07/21/14 thru 08/15/14

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

Motorola Solutions, Inc.



MOTOROLA SOLUTIONS

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1. Executive Summary

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

The LA-RICS LMR program is currently in Phase 1 LMR System Design. Notice-To-Proceed for 1 through 7 have been issued authorizing 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”.

The FCC granted the licenses for the 700 MHz TDMA frequencies for use on the Early Equipment shipment. The UHF frequency applications are currently filed and under review by the FCC.






Motorola participated in a meeting to discuss the potential to add a separate two cell overlay system to support both LAPD and LAFD needs. The second round of updates to the Design Review documents with response to the Authorities comments were delivered to the Authority for their for new comments during this period

This month’s report for the LA-RICS LMR program covers the reporting period from **7/21/14** through **08/15/14**. For this reporting period the LMR project schedule is being redeveloped to include the Authority’s Environmental Impact Report milestone activities. Upon completion of the schedule modification and review by the Authority the schedule will be baselined. As of this reporting period Phase 1 is 50% complete. Phase 1 tasks associated with A&E, Frequency Coordination, Site Access Agreements and Environmental Review are in progress. These tasks are driven outside of the RF system design tasks. The primary Phase 1 activities for this period include:

- **LMR System Design (87% Complete)**
The LMR System Design is a compilation of documents that will define the architecture, functionality and performance of all of the subsystems that make up the LMR system. It includes all aspects of the system including performance criteria, reliability levels and testing procedures. System Design activities for this period included frequency identification and planning, evaluation of site parameter changes, development of subsystem architecture, and submittal of revised drafts sections of subsystem functional operations. A final set of site parameters have been selected to complete the coverage design process. Motorola is finishing the RF design review documents and is preparing to deliver the completed documents at the beginning of September.
- **Test Plan Development (56% 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 demonstration system functionality and system requirements. The test plans are 56% complete and will be delivered along with the system design documents.

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

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

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

2. Project Status

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

2.1 Tasks In Progress or Completed

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

Activity Name	Activity Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreement	In Process
NEPA FONSI / CEQA Notice of Determination	In Process
Early Equipment	
Issuance of UHF licenses	In Process
Design Review	
DTVRS - Develop final detail design Session 3	In Process
ACVRS - Develop final detail design Session 3	In Process
LARTCS - Develop final detail design Session 3	In Process
NMDN - Develop detail design Session 3	In Process
Consoles - Develop detail design Session 3	In Process
Microwave - Develop detail design Session 3	In Process
Logging Recorder detailed design Session 3	In Process

Activity Name	Activity Status
Functional ATP Development	Started

2.2 Tasks Planned for Next Period (08/18/14 thru 09/12/14)

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

Activity Name	Planned Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreement	On Going
Access to Core Sites	On Going
NEPA FONSI / CEQA Notice of Determination	On Going
Environmental Review & Documentation (Authority)	
Environmental Consultant Initiates CEQA & EHP/NEPA Analysis	On Going
Prepare Preliminary Draft EHP/NEPA Form	On Going
Prepare EIR	On Going
Design Review	
DTVRS - Deliver detail design Session 3	On Plan to Finish
ACVRS - Deliver detail design Session 3	On Plan to Finish
LARTCS - Deliver detail design Session 3	On Plan to Finish
NMDN - Deliver detail design Session 3	On Plan to Finish
Consoles - Deliver detail design Session 3	On Plan to Finish
Microwave - Deliver detail design Session 3	On Plan to Finish
Logging Recorder Deliver detailed design Session 3	On Plan to Finish
System Management & Monitoring and Network Deliver detail design Session 3	On Plan to Finish
Functional ATP Development	On Plan to Finish
Authority Reviews, and Provides Comments on the LMR System Design Package	On Plan to Start

2.3 Authority Look-Ahead Tasks (120-Day)

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

Activity Name	Start
LA-RICS Deliverables	
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

Activity Name	Start
Submit Final EHP & NEPA Document	On Going
Federal Lead Agency NEPA Determination	On Going
Design Review	
Review and approve design review documents	On Plan to Finish
Authority Reviews, Approves and Provides Comments on the LMR System Design	On Plan to Start
Submit for LA-RICS Review & Approval + Sign Building App (Initial Sites)	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 Changes	Authority	High	Site condition differences from RFP to current condition may impact ability to implement planned installations and delay or require changes to LMR design (e.g. coverage, backhaul, etc.)	Active
Environmental Process	Authority	High	The individual or collective determination of environmental impacts or mitigations may impact site work or even site viability.	Active
Site Access Agreements	Authority	High	Lease holders approvals are needed in order to implement LA-RICS improvements at sites.	Active
Spectrum Availability, 700 MHz	Authority	High	Lack of frequencies may impact coverage and/or site viability, necessitating design changes.	Active

4. Areas of Concern

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

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

		MSI and Authority to continue with project schedule impact analysis to pull in project activities to improve revised project plan.
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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. Phase 1 Contract Sum was increased for the incorporation of Amendment 7 for the procurement and implementation of console and subscriber equipment. Amendment 7 increased Phase 1 contract sum by \$5,177,051 for a total of \$36,301,206.

Invoice Payment Category	Invoice Payment Totals
Contract Sum Full Payable Amount (Phase 1)	\$ 36,301,206
Cumulative Invoice Payments from Last Report	\$ (\$31,247,252)
Total Invoice Payments This Period	\$ 0
Remaining Amount to be Paid	\$ 5,053,954

7. LA-RICS Master Schedule

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



Monthly Report - #06

Reporting Period: 07/21/14 thru 8/15/14

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

Motorola Solutions, Inc.



MOTOROLA SOLUTIONS

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1. Executive Summary

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

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

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

The LA-RICS PSBN program is currently in Phase 1 PSBN System Design. Phase 2, Site Construction and Site Modification will begin pending completion of environmental documents and Phase 3, Supply of PSBN Components has begun. Notice to Proceed for all work in Phase 1 for System Design services was issued by the Authority on March 10, 2014. 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 a Notice To Proceed for Amendment 2 to add detailed design services to Phase 1 for Additive Alternate 1 – Home Subscriber Server (HSS) and Additive Alternate 2 – Redundant Evolved Packet Core (EPC).

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. The NTP for Amendment 3 was issued on June 20, 2014, to begin ordering the equipment. Microwave equipment is excluded from the NTP until the Authority has approved the backhaul design and issues a NTP. NTP 3 also authorizes 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 1, Home Subscriber Server (HSS) and Additive Alternative 2 Redundant Evolved Packet Core (Redundant EPC). The Notice To Proceed for Amendment 4 has not been issued as of this reporting period.

This report covers the period of time from **07/21/14** through **08/15/14**. The overall project completion date remains at 8/14/15.

Phase 1 consists of LA-RICS Deliverables, Project Management Plans, and System Design and is 63% complete as of this period.

The primary Phase 1 activities for this period include:

- LA-RICS Deliverables (64% Complete)
Tasks that are currently in process with the Authority: City of Los Angeles Site Access Agreement, Independent cities ROE, SHPO site approvals, NEPA clearance, and Site Access Agreements.

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

- System Design Activities (88% Complete)
Core system design is 100% complete. The backhaul system is 90% complete. The Inventory Management Subsystem Design is on a separate development track which is 67% complete as of this period.
- System Design Review (62% Complete)
System Design Review consists of the submittal and presentation of the detailed design and the incorporation of Authority edits. The primary system detail design was submitted and the official design review was completed. The backhaul network connectivity redesign was completed and presented during this period. Motorola has also finished incorporating the Authority's comments and questions into a revised Design Document that will be delivered and reviewed during the next reporting period.
- Site Design Activities (65% Complete)
Activities for this task include site walks, site surveys, and geotechnical/geological site surveying authorization. As of this reporting period 221 sites have been walked to identify potential equipment locations. 2 Sites remain to be walked. Sketches of each site have been created to identify primary and alternate locations for the placement of towers, cabinets, and generators. 213 sketches are under review by the Authority and a total of 195 sketches have been approved. Upon completion of a site sketch approval, a site survey is conducted. 171 sites have been surveyed as of this reporting period. 17 Sites are on hold for design work pending outreach. 9 Sites have been removed. 7 Sites have been relocated and will start the design process over. 33 sites have Authority requested changes to the antenna support structure.

Site access approvals and or Right of Entry agreements are required to perform site walks and site surveys for the remaining sites consisting of Independent Cities' facilities and specified County properties that require parcel owner agreements. State Historical Preservation Office

(SHPO) approval is required prior to conducting any geotechnical/geological site surveying work. The geotechnical survey is required to develop a tower foundation design.






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

- Zoning and Permitting (Phase 1c) (32% Complete)
Activities for this task include the FAA Determination findings, Geotechnical/Geological site surveying reports, Construction Drawings, Zoning package submittals and Building Permit package submittals. As of this reporting period 212 sites have been reviewed and determined by the FAA, 1 site is determined as an Obstruction, and 18 sites are still work in progress. 39 geotechnical/geological surveys and reports have been started as of this reporting period.

The primary Phase 2 effort for this period included procurement initiation activities (monopoles and generators) for the first 35 sites.

The primary Phase 3 effort for this period included procurement initiation activities (Evolved Packet Core and site telecommunication equipment - eNodeB) for the first 35 sites and the Primary Core.

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

PSBN Project Dashboard			
Category	Rating	Change	Comments
Schedule			Tight schedule to meet BTOP grant program deadline
Quality			No quality items to report
Risk			Alternative design efforts are underway to improve the backhaul connectivity issues
Scope			Disguised Towers and Site Changes
Budget			Currently within budget

2. Project Status

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

2.1 Tasks In-Progress and Completed

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

Activity Name	Activity Status
LA-RICS Deliverables	
Site Access Agreements & Right of Entry Permits	In Progress
Provide Access and Escort Schedule to EPC and RAN Sites	In Progress
SHPO Submittal and Approvals	In Progress
Zoning and Permitting Outreach	In Progress
System Design Activities	
Site Network Design Update With Comments	In Progress
Backhaul Design	In Progress
EPC Design Update With Comments	In Progress
Network Management System Design Update With Comments	In Progress
Inventory Management Requirements Evaluation	In Progress
System Design Document Update with Comments	In Progress
Project Description Review	In Progress
Site Design Activities	
Site Walk	In Progress
Site Sketch Development	In Progress
Site Sketch Approvals	In Progress
Site Surveys (1A)	In Progress
Line of Site Survey	In Progress
Zoning & Permitting	
FAA Determination	In Progress
Geotechnical Surveys	In Progress
Construction Drawings	In Progress

2.2 Tasks Planned for Next Period (08/18/14 thru 09/12/14)

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

Activity Name	Planned Status
LA-RICS Deliverables	
Provide Access to Sites	In Progress
Right of Entry Agreements	In Progress
Authority Approvals for Surveys and Geotechnical Studies	In Progress

Activity Name	Planned Status
Site Access Agreements	In Progress
SHPO Submittal and Approvals	In Progress
Zoning and Permitting Outreach	In Progress
System Design Activities	
Incorporate Authority Comments	In Progress
Inventory Management System Design	In Progress
System Design Review & Approval	In Progress
Project Description Review	In Progress
Site Design Activities	
Site Walk	On Plan to Finish
Site Sketch Development	On Plan to Finish
Site Sketch Approvals	In Progress
Site Surveys (1A)	In Progress
Line of Site Surveys	In Progress
Zoning Package Development and Review	In Progress
Zoning and Permitting	
FAA Determination	In Progress
Geotechnical Survey Reports	In Progress
Zoning Package Submittal and Approval	In Progress

2.3 Authority Look-Ahead Tasks (120-Day)

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

Activity Name	Start
LA-RICS Deliverables	
Provide Access to Sites	On Going
Right of Entry Agreements	On Going
SHPO Submittal and Approval	On Going
Provide NTP for Phase 4	9/12/14
Receive FONSI Approval	
Site Access Agreements	On Going
System Design Activities	
Review Submitted Changes to System Design	On going
Inventory Management System Design Review and Approval	On going
Acceptance Test Plan	
ATP Review and Approvals	Start
Site Design Activities	
Site Walk Escorts	On Going
Site Sketch Approvals	On Going

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

3. Project Risk Register

For this monthly report there are two risk items to report. A risk identification process is currently underway. Identified risk items will be recorded and included in the next monthly report.

Title	Assigned	Impact	Risk Description	Status
Microwave Blockage	Motorola	Medium	Alternative design efforts are underway to improve the backhaul connectivity issues.	In Process
Independent City Participation & Site Changes	LA-RICS	Medium	Removing sites or change in site locations may pose a risk of delaying the backhaul design completion	In Process

4. Areas of Concern

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

ID	Event / Circumstance	Remedial Action Taken or Required
02-01	Sketch site walks for remaining Independent Cities	Continued efforts are required to schedule visits for the remaining sites for the development of sketches and 1A site surveys.
02-02	Approval of sketches	Continued efforts are required to approve the remaining submitted sketches and begin 1A site

ID	Event / Circumstance	Remedial Action Taken or Required
		surveys.
03-01	SHPO	Currently, 105 sites have a limited SHPO to authorize geotechnical borings. This is required at all new tower sites for the completion of foundation designs.
04-01	Backhaul	Alternative routes are required to connect Sites to Core Location. Supplemental EA and Route Modifications may be required.
06-01	Fiber Connectivity	Supplemental EA and Route Modifications may be required to bring fiber to site not connected with microwave.

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

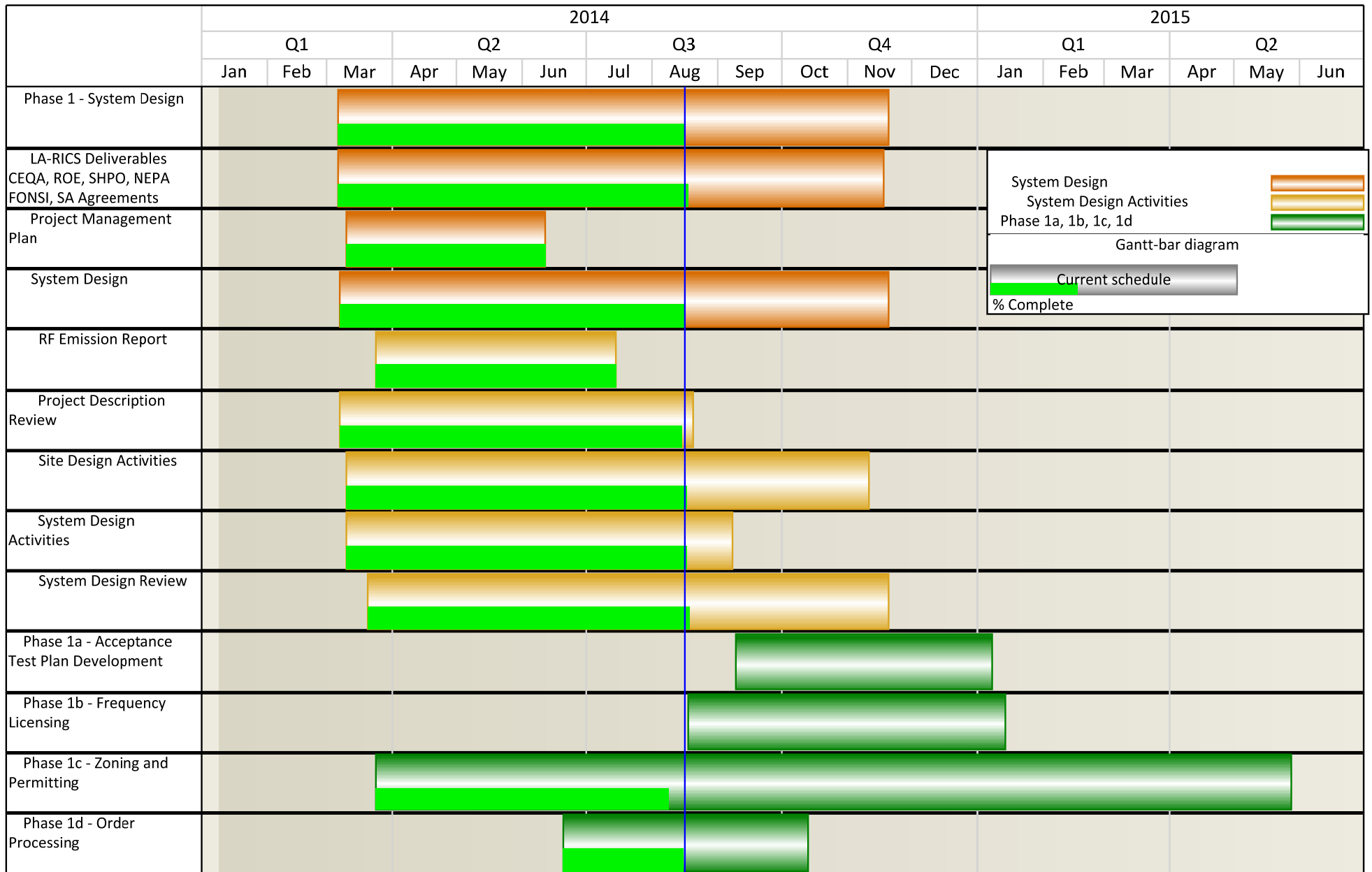
The following represents the invoice payments that were completed during the reporting period and the remaining amount to be invoiced and paid. On April 7, 2014 the Authority issued a Notice To Proceed (NTP) for Amendment 2 to add detailed design services to Phase 1 for Additive Alternate 1 – Home Subscriber Server (HSS) and Additive Alternate 2 –Redundant Evolved Packet Core (EPC). Amendment 2 raised Phase 1 by \$395,044 for a total of \$16,435,292. On June 20, 2014, NTP 3 for Amendment 3 to add the applicable sites and scope for Phase 2 Site Construction and Site Modification and Phase 3 Supply PSBN Components. The contract value for Phases 2 and 3 less the excluded scope is raised by \$85,937,344 for a total value of \$102,372,636. On July 10, 2014, Amendment 4 was approved by the Board of Directors to include Phases 2 & 3 for Additive Alternate 1 & 2. NTP 4 is expected to be issued next period. When NTP 4 is issued the contract value will increase from \$102,372,636 to \$105,335,284.

PSBN Invoice Payment Category	Invoice Payment Totals
PSBN Contract Sum Full Payable Amount (Phases 1, 2 &3)	\$ 102,372,636
Cumulative Invoice Payments from Last Report	(\$ 0)
Total Invoice Payments This Period	(\$ 0)
Remaining Amount to be Paid	\$ 102,372,636

7. LA-RICS PSBN Project Schedule

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

PSBN Phase 1 Executive Summary



PSBN Executive Summary from PPM_dd 08-16-14.xlsx

Snapshot Date: 8/16/2014

LA-RICS PSBN MSI



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 200
Monterey Park, California 91754
(323) 881-8291

PATRICK J. MALLON
EXECUTIVE DIRECTOR

September 17, 2014

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

Dear Directors:

APPROVE SITE ACCESS AGREEMENTS WITH THE CITIES OF LOS ANGELES, BALDWIN PARK AND EL MONTE

SUBJECT

Board approval is requested to delegate authority to the Executive Director to finalize and execute substantially similar in form, one or more Site Access Agreements with the Cities of Los Angeles, Baldwin Park and El Monte for the LTE System known as the Public Safety Broadband Network ("PSBN").

RECOMMENDED ACTION:

It is recommended that your Board:

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

BACKGROUND

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

AGENDA ITEM 6

By entering into the Site Access Agreements with the Cities of Los Angeles, Baldwin Park, and El Monte, these Cities will provide the Authority with a license to use a portion of their owned or leased property for use as a Long Term Evolution (LTE) broadband communications site(s). A list of the sites is attached as Attachment B. The licensed site(s) would include all necessary space and easements for access and utilities to construct, install, operate, maintain and repair an unmanned LTE communications facility. A brief summary of similar relevant provisions with the three cities follow below:

	City of Los Angeles	City of Baldwin Park	City of El Monte
Number of Sites	50	1	1
Term	15 years, unless terminated earlier by either party; can be extended under terms and conditions approved by City Council	In Effect Until Terminated	15 years, unless terminated earlier by either party; can be extended year to year after 15 years
Lease Cost*	Gratis	Gratis	Gratis
Zoning Requirements	Exempt	Exempt	Exempt
Ministerial Permitting Costs	Pay	Waived	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 SAAs with the Cities of Los Angeles, Baldwin Park and El Monte, it will assist in keeping the LTE project schedule on track, and make the goal of interoperable communications in Los Angeles County a reality.

City of Los Angeles SAA(s)

The City of Los Angeles' SAA(s) does differ from the initial version approved by your Board for negotiation with member agencies on May 16, 2013. The substantive differences can be found in Section 4 (Term), Section 5 (Consideration), and Section 23 (LA-RICS Facility Removal).

With respect to Section 4 (Term), the Authority had requested that the term of the SAA be in effect until terminated. The City of Los Angeles would not provide an unlimited term, and the parties ultimately agreed, subject to your Board's approval, of a 15 year term that could be

terminated earlier by the Authority at any time, or by the City of Los Angeles for the Authority's breach. At the expiration of the 15 years, the SAA(s) can be extended longer, subject to terms and conditions as approved by the City Council for the City of Los Angeles. As such, it is possible that at the time of extension, the City of Los Angeles may request new terms and conditions.

With respect to Section 5 (Consideration), the City of Los Angeles has agreed to provide the Authority, gratis, with a license to access the sites for the construction, installation, and operation of the PSBN. However, the City of Los Angeles is requiring that the consideration negotiated with the City will be no less favorable than those granted to any other jurisdiction that enters into a SAA with the Authority. As such, if the Authority subsequently provides more favorable terms to another jurisdiction for use of that jurisdiction's sites, the City of Los Angeles has the option to amend the SAA to incorporate the more favorable terms. In addition, the City of Los Angeles is requiring that if, in the future, it chooses not to participate in the Authority's system, it has the option after the fifth year from the Commencement Date of the SAA(s), to renegotiate the terms and conditions of the SAA(s) it has with the Authority.

With respect to Section 23 (LA-RICS Facility Removal), the parties have agreed, subject to your Board's approval, to essentially make the City of Los Angeles whole in the event the Authority ever desires to remove any equipment from the City of Los Angeles sites. This provision only applies in the event the City of Los Angeles removes its own existing equipment to allow for the installation of LA-RICS equipment, and the Authority subsequently desires to remove the LA-RICS equipment, the Authority will either 1) replace the equipment that the City 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 the City'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.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide the Executive Director authorization to execute the attached Site Access Agreement, with the Cities of Los Angeles, Baldwin Park, and El Monte, for the implementation of the LA-RICS LTE installations.

FISCAL IMPACT/FINANCING

There is no fiscal impact.

ENVIRONMENTAL DOCUMENTATION

On March 6, 2014, the Board determined that design, construction, implementation, operation, and maintenance of the PSBN project (also known as the Long Term Evolution (LTE) Project) collectively and individually at the 229 sites where PSBN infrastructure will be constructed, installed, operated and maintained, including those sites identified on Attachment D, are exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public

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

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

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,



PATRICK J. MALLON
EXECUTIVE DIRECTOR

PJM:wst

c: Counsel to the Authority

LTE SITE ACCESS AGREEMENT

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

BY AND BETWEEN

CITY OF LOS ANGELES, a municipal corporation, hereinafter referred to as "Owner"

AND

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

RECITALS:

WHEREAS, Owner is 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, Owner gives permission to LA-RICS AUTHORITY to use certain City 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 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. LTE SITE; LICENSE

1.01 Owner hereby licenses to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from Owner on the terms and conditions set forth herein, the use of land within a portion of the Real Property, together with all necessary space 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 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.

2. PURPOSE AND USE

The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to

access City property and/or use a parcel of the land on the Real Property for the installation, operation, maintenance, and repair of a Broadband communication facility. The LA-RICS AUTHORITY 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 interfere with the LA-RICS Facility.

3. APPROVALS/DESIGN REVIEW

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

Upon the LA-RICS AUTHORITY's approval of the final site plan for the LTE Site, such final site plan will be deemed incorporated herein by reference as Exhibit C (Site 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). Accordingly, Owner and the LA-RICS AUTHORITY agree that the LA-RICS AUTHORITY (i) will comply with the Owner's City Building Code requirements and (ii) will seek only those governmental approvals that would normally apply to the County, other than with respect to ministerial permits as described below. Notwithstanding the foregoing, the parties agree that their cooperation in addressing any concerns raised by the Owner is essential to the success of the LA-RICS project and that accordingly all such concerns will be taken into consideration throughout the LTE Site plan approval process, as described in this Section 3 (Approvals/Design Review and in Section 8 (Alterations).

Should ministerial permits be required, LA-RICS AUTHORITY shall be responsible for any and all costs to secure said permits. Owner shall expeditiously process such permits within its jurisdiction. 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 28 (Default) hereof; or (c) the 15th anniversary of the Commencement Date.

Upon expiration of the Initial Term, this Agreement may be extended for a longer term and under the terms and conditions as approved by the 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 Owner 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 City 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 owner chooses not to participate in the LA-RICS AUTHORITY's LTE system.

6. CONDITIONS PRECEDENT TO INSTALLATION OR ALTERATIONS OF EQUIPMENT

Owner shall have the opportunity to review and provide input, if any, as to all project plans and specifications for the LA-RICS AUTHORITY's proposed alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements) after LA-RICS AUTHORITY's initial installation of the LA-RICS Facility on the LTE Site. In addition, Owner shall have the right to inspect said equipment and the LTE Site at any time during and after installation upon not less than 24 hours prior written notice to the LA-RICS AUTHORITY (except in cases of emergency pursuant to Section 14 hereof (Emergency Access) and, at LA-RICS AUTHORITY's option, with the right to require an LA-RICS AUTHORITY representative to accompany 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 the plans and specifications. Owner's review of the plans shall not release the LA-RICS AUTHORITY from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The LA-RICS AUTHORITY shall be responsible for notifying Owner and all other relevant parties immediately upon discovery of such omissions and/or errors 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. INSTALLATION

7.01 LA-RICS AUTHORITY shall install the LA-RICS Facility at its own expense and risk as approved by Owner in accordance with the terms hereof, and such installation shall not cause radio frequency interference with equipment, transmission or reception (operated currently or in the future) by the Owner. LA-RICS AUTHORITY and/or its agent shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. Each component of the LA-RICS Facility shall be clearly identified with LA-RICS AUTHORITY's and, as applicable, 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 2.02 hereof. Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS AUTHORITY shall have the right to: (a) make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements without providing notice to the Owner, and (b) perform any alterations or modifications that may be required pursuant to the Spectrum Manager Lease Agreement between LA-RICS AUTHORITY and the First Net Parties dated July 1, 2013 (the "Spectrum Lease Agreement") or that may be required as a result of FCC rules or regulations, after providing notice to the Owner. LA-RICS AUTHORITY agrees to submit to the Owner, for review, all plans and specifications, working drawings, and other information reasonably required by the Owner covering proposed alterations by LA-RICS AUTHORITY. All work to be done by LA-RICS AUTHORITY shall be

performed in accordance with the plans provided to Owner and shall, where required, be subject to inspection by Owner's City Building Inspector.

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 Owner's City Building Code.

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

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 negligent or willful act or omission of the Owner, its agents, employees or contractors.

13. RELOCATION

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

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

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

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

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

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

(c) LA-RICS AUTHORITY shall give Owner at least six (6) months written notice of the requested relocation.

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, i 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 mud-slide debris and repairing the Access to its original accessible condition after a storm or heavy rainfall. LA-RICS AUTHORITY hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from Owner, and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to LA-RICS AUTHORITY by Owner upon at least thirty (30) days' notice.

15. EMERGENCY ACCESS BY OWNER

The Owner and its authorized agents may access the LTE Site at any time for the purpose of inspection and/or for making emergency improvements or repairs to the LTE Site or to interrupt or terminate LA-RICS AUTHORITY's transmission(s) from the LTE Site should LA-RICS AUTHORITY be unable or unwilling to respond to Owner's request to take immediate action to correct any deficiency which threatens Owner's operation on the LTE Site, 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 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 Public Safety Systems. In the event of any interference with Owner's Police or Fire Department, CWIRS, Paramedic or LANet systems, or any future public safety-related systems, which is caused by LA-RICS AUTHORITY's equipment or operations, LA-RICS AUTHORITY shall be immediately notified by Owner of such interference. Following such notification, the parties will cooperatively discuss and reach agreement on how such interference will be resolved. 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 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, and employees from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with LA-RICS AUTHORITY's operations or its services hereunder, including, without limitation, any Workers' Compensation suit, liability, or expense, arising from or connected with services performed on behalf of LA-RICS AUTHORITY by any person pursuant to this Agreement including without limitation the LTE Vendor.

Owner agrees to indemnify, defend, save and hold harmless LA-RICS AUTHORITY and its member agencies, agents, elected and appointed officers, employees, and contractors from and against any and all liability, expense (including,

without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with the negligence or willful misconduct of Owner and/or its agents, elected and appointed officers, employees, and contractors in connection with the performance of Owner's obligations hereunder.

19. INSURANCE

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 CURTIS KELLEY, OFFICE OF THE CITY ADMINISTRATOR, 200 N. MAIN STREET, 12TH FLOOR, LOS ANGELES, CA 90012, on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that Owner is to be given written notice at least thirty (30) days in advance of any modification or termination of any provisions of insurance and shall name the Owner as an additional insured (except for the Workers' Compensation Insurance). LA-RICS AUTHORITY may self-insure the insurance required under this Agreement, but LA-RICS AUTHORITY will require its contractors and subcontractors to provide commercial insurance as required in the Section, and any additional insurance required by LA-RICS AUTHORITY of its contractor(s) and/or subcontractor(s), shall name the Owner as an additional insured.

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

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

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

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

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

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

(c) Commercial Property Insurance. Such coverage shall:

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

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

- **Builder's Risk Course of Construction Insurance.** Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30). This insurance shall be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants, and full collapse coverage during construction, without restricting collapse coverage to specified perils. Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing. This insurance shall be written on a completed-value basis and cover the entire value of the

construction project, including Owner furnished materials and equipment, against loss or damage until completion and acceptance by the LA-RICS AUTHORITY and the Owner if required.

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

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

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

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

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

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

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

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

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

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. TAXES

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:

Curtis Kelley - Risk Manager II
City of Los Angeles – City Administrative Officer
200 N. Main Street, Suite 1500
Los Angeles, CA 90012-4137
Telephone: (213) 978-7659
Email: Curtis.kelley@lacity.org

[With a copy to:]

Eileen Decker - Deputy Mayor
City of Los Angeles
Mayor's Office of Homeland Security and Public Safety
200 N. Spring Street, Room 331
Los Angeles, CA 90012
Telephone No.: (213) 978-0687
Email: Eileen.decker@lacity.org

[Owner contact info including e-mail address:]

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. 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, Owner 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 approval or consent of the Owner, which consent may not be unreasonably withheld or conditioned. No change of stock ownership, partnership interest or control of LA-RICS AUTHORITY or transfer upon partnership or corporate dissolution of LA-RICS AUTHORITY shall constitute an assignment hereunder.

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

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

26.03 25.03 Owner shall approve or disapprove a proposed transfer, assignment or sublicense within sixty (60) days after LA-RICS AUTHORITY delivers all such items to the Owner. Owner's failure to respond to any request pursuant to this Section shall be deemed disapproval of said request.

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

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

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

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

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

cure the default and invoice Owner for all costs reasonably incurred by LA-RICS AUTHORITY in effecting such cure, or (b) terminate this Agreement upon written notice to Owner.

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 reasonably 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. AUTHORIZATION WARRANTY

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

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. The foregoing indemnification does not apply to liability caused by the negligence of the Owner.

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. COMPLIANCE WITH CIVIL RIGHTS LAWS, NONDISCRIMINATION AND AFFIRMATIVE ACTION

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. NOTICE OF EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

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

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

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

41.06 Security Devices. LA-RICS AUTHORITY, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the LTE Site from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the Owner. Owner shall be responsible for securing the Real Property.

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 (LA-RICS Facility Removal)hereof) 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. INTERPRETATION

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

48. ENTIRE AGREEMENT

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

DRAFT / CONFIDENTIAL

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

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

CITY OF LOS ANGELES

A California Joint Powers Authority

By: _____

By: _____

Print Name: _____

Its: _____

APPROVED AS TO FORM:

ATTEST:

RICHARD D. WEISS
Acting County Counsel

By: _____
Deputy

By: _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

HOLLY L. WOLCOTT, City Clerk

By _____
Deputy City Attorney

By _____
Deputy City Clerk

Date _____

Date _____

EXHIBIT A

SITE LIST

LAFD015	FS 015	City of Los Angeles Fire Dept	3000 S. Hoover St	Los Angeles	CA	90007	City of Los Angeles
LAFD016	FS 16	City of Los Angeles Fire Dept	2011 N. Eastern Ave.	East LA	CA	90032	City of Los Angeles
LAFD019	FS 019	City of Los Angeles Fire Dept	12229 Sunset Bl	Brentwood	CA	90049	City of Los Angeles
LAFD029	FS 029	City of Los Angeles Fire Dept	4029 W Wilshire Bl	Los Angeles	CA	90010	City of Los Angeles
LAFD035	FS 035	City of Los Angeles Fire Dept	1601 N Hillhurst Ave	Hollywood	CA	90027	City of Los Angeles
LAFD042	FS 042	City of Los Angeles Fire Dept	2021 Colorado Bl	Eagle Rock	CA	90041	City of Los Angeles
LAFD044	FS 044	City of Los Angeles Fire Dept	1410 Cypress Ave	Glassell Park	CA	90065	City of Los Angeles
LAFD047	FS 47	City of Los Angeles Fire Dept	4575 S. Huntington Dr.	El Sereno	CA	90032	City of Los Angeles
LAFD055	FS 055	City of Los Angeles Fire Dept	4455 E York Bl	Eagle Rock	CA	90041	City of Los Angeles
LAFD061	FS 061	City of Los Angeles Fire Dept	5821 W 3rd St	Hancock Park	CA	90036	City of Los Angeles
LAFD066	FS 066	City of Los Angeles Fire Dept	1909 W Slauson Ave	Hyde Park	CA	90047	City of Los Angeles
LAFD074	FS 074	City of Los Angeles Fire Dept	7777 Foothill Bl	Tujunga	CA	91042	City of Los Angeles
LAFD076	FS 76	City of Los Angeles Fire	3111 N. Cahuenga Bl West	Universal City	CA	90068	City of Los Angeles

		Dept					
LAFD077	FS 077	City of Los Angeles Fire Dept	9224 Sunland Blvd	Sun Valley	CA	91352	City of Los Angeles
LAFD079	FS 079	City of Los Angeles Fire Dept	18030 S Vermont Ave	Gardena	CA	90248	City of Los Angeles
LAFD081	FS 081	City of Los Angeles Fire Dept	14355 W Arminta St	Panorama City	CA	91402	City of Los Angeles
LAFD082	FS 082	City of Los Angeles Fire Dept	5769 Hollywood Blvd	Los Angeles	CA	90028	City of Los Angeles
LAFD084	FS 084	City of Los Angeles Fire Dept	21050 W Burbank Bl	Woodland Hills	CA	91367	City of Los Angeles
LAFD085	FS 085	City of Los Angeles Fire Dept	1331 W 253rd St	Harbor City	CA	90710	City of Los Angeles
LAFD093	FS 093	City of Los Angeles Fire Dept	19059 Ventura BL	Tarzana	CA	91356	City of Los Angeles
LAFD094	FS 094	City of Los Angeles Fire Dept	4470 Coliseum St	Los Angeles	CA	90016	City of Los Angeles
LAFD096	FS 096	City of Los Angeles Fire Dept	21800 Marilla St	Chatsworth	CA	91311	City of Los Angeles
LAFD097	FS 097	City of Los Angeles Fire Dept	8021 Mulholland Dr	Los Angeles	CA	90046	City of Los Angeles
LAFD101	FS 101	City of Los Angeles Fire Dept	1414 W 25th St	San Pedro	CA	90732	City of Los Angeles
LAFD105	FS 105	City of Los Angeles Fire Dept	6345 Fallbrook Ave	Woodland Hills	CA	91367	City of Los Angeles
LAPD077	77TH Street Area Complex	City of Los Angeles Police Dept	7600 South Broadway St.	Los Angeles	CA	90003	City of Los Angeles
LAPDCEN	Central	City of Los	251 East Sixth	Los	CA	90014	City of Los

	Area Complex	Angeles Police Dept	Street	Angeles			Angeles
LAPDDVN	Devonshire Area station	City of Los Angeles Police Dept	10250 Etiwanda Avenue	Northridge	CA	91325	City of Los Angeles
LAPDFTH	Foothill Area station	City of Los Angeles Police Dept	12760 Osborne Street	Pacoima	CA	91331	City of Los Angeles
LAPDHLB	Hollenbeck Area station	City of Los Angeles Police Dept	2111 East First Street	Los Angeles	CA	90033	City of Los Angeles
LAPDHW D	Hollywood Area station	City of Los Angeles Police Dept	1358 North Wilcox Ave	Los Angeles	CA	90028	City of Los Angeles
LAPDMIS	Mission Area station	City of Los Angeles Police Dept	11121 North Sepulveda Blvd	Mission Hills	CA	91345	City of Los Angeles
LAPDNED	Northeast Area station	City of Los Angeles Police Dept	3353 San Fernando Rd	Los Angeles	CA	90065	City of Los Angeles
LAPDNH D	North Hollywood Area Station	City of Los Angeles Police Dept	11640 Burbank Blvd	North Hollywood	CA	91601	City of Los Angeles
LAPDNW T	Newton	City of Los Angeles Police Dept	3400 South Central Ave	Los Angeles	CA	90011	City of Los Angeles
LAPDOLY	Olympic Area station	City of Los Angeles Police Dept	1130 South Vermont Av	Los Angeles	CA	90006	City of Los Angeles
LAPDPAC	Pacific Area station	City of Los Angeles Police Dept	12312 Culver Blvd	Los Angeles	CA	90066	City of Los Angeles
LAPDRA M	Rampart Area station	City of Los Angeles Police Dept	1401 West Sixth St	Los Angeles	CA	90017	City of Los Angeles
LAPDTOP	Topanga Area station	City of Los Angeles Police Dept	21501 Schoenborn St	Canoga Park	CA	91304	City of Los Angeles
LAPDVDC	Valley Dispatch Center	City of Los Angeles Police Dept	23001 Roscoe Blvd	West Hills	CA	91304	City of Los Angeles

LAPDVNS	Van Nuys Area station	City of Los Angeles Police Dept	6240 Sylmar Avenue	Van Nuys	CA	91401	City of Los Angeles
LAPDWIL	Wilshire Area station	City of Los Angeles Police Dept	4861 Venice Blvd	Los Angeles	CA	90019	City of Los Angeles
LAPDWL A	West Los Angeles Area station	City of Los Angeles Police Dept	1663 Butler Ave	Los Angeles	CA	90025	City of Los Angeles
LAPDWV D	West Valley Area facility	City of Los Angeles Police Dept	19020 Vanowen St	Reseda	CA	91335	City of Los Angeles
SCH	San Pedro City Hall	City of Los Angeles	638 Beacon St	San Pedro	CA	90731	City of Los Angeles
SEP	Southeast Area station	City of Los Angeles Police Dept	145 West 108th Street	Los Angeles	CA	90061	City of Los Angeles
SVP	San Vicente Peak	City of Los Angeles	17500 Mulholland Dr	Los Angeles	CA	90272	City of Los Angeles
SWP	Southwest Area station	City of Los Angeles Police Dept	1546 W Martin Luther King Jr. Blvd	Los Angeles	CA	90062	City of Los Angeles
LAFD012	FS 012	City of Los Angeles Fire Dept	5921 N Figueroa St	Highland Park	CA	90042	City of Los Angeles
LALG-HQ	Lifeguard Division	LA County Fire Dept	2300 Ocean Front Walk	Venice	CA	90291	City of Los Angeles

EXHIBIT B

EQUIPMENT LIST

- Monopole Tower
- Tower Light Kits (where required by FAA)
- Antenna Support Hardware
- LTE Antennas and line
- Microwave Dishes (at sites with microwave)
- 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)
- Power (If not using existing service)
 - 1 Generator
 - 2 Automatic Transfer Switch
 - 3 Electrical H-Frame

**EXHIBIT C
SITE PLAN**

[TO BE INCORPORATED BY REFERENCE]

DRAFT / CONFIDENTIAL

LTE SITE ACCESS AGREEMENT

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

BY AND BETWEEN

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

AND

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

RECITALS:

WHEREAS, Owner is 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, Owner desires to permit use of a portion of the Real Property by the LA-RICS Authority for use as a Long Term Evolution broadband ("Broadband" or "LTE") communication site; and

WHEREAS, the parties hereto acknowledge that: (a) LA-RICS AUTHORITY has retained Motorola ("LMR Vendor") to design, construct, and perform services with respect to a regional interoperable LMR telecommunications system as a part of the LA-RICS; (b) the LA-RICS Authority has retained Motorola ("LTE Vendor") to design and construct a regional interoperable Broadband telecommunications system as a part of the LA-RICS; (c) the federal First Responder Network Authority may, or may not retain one or more vendors (collectively, the "First Net Parties"), to design and construct a national interoperable Broadband telecommunications system of which the LA-RICS may be a part; and (d) any of the LA-RICS Authority member agencies may assume the LA-RICS Authority's rights and obligations under this Agreement and/or may perform services with respect to this LA-RICS; and

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

AGENDA ITEM 6 – ATTACHMENT A

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

1. **LTE SITE; LICENSE**

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

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

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

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

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

2. **PURPOSE AND USE**

2.01 The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use a parcel of the land on the Real Property for the installation, operation, maintenance, and repair of a Broadband communication facility. The LA-RICS AUTHORITY (and/or its member agencies, the LTE Vendor, the First Net Parties and/or other agents): (a) shall have the right to construct, install, repair, remove,

replace, maintain, and operate the LA-RICS AUTHORITY's LTE communications system, which typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference (such LTE system and associated infrastructure, shelters, equipment and related improvements, collectively, the "LA-RICS Facility") and other related materials as may be deemed necessary by the LA-RICS AUTHORITY, and (b) shall be allowed access over, through and across each site comprising the Real Property for ingress to and egress from the applicable LTE Site 24 hours per day, 7 days per week without notice. Each LTE Site shall be used only for the purposes authorized by this Section 2.01, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

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

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

3. APPROVALS/DESIGN REVIEW

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

Upon the LA-RICS AUTHORITY's approval of the final site plan for the LTE Site, such final site plan will be deemed incorporated herein by reference as Exhibit C (Site 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). Accordingly, Owner and the LA-RICS AUTHORITY agree that the LA-RICS AUTHORITY (i) will comply with the Owner's City Building Code requirements and (ii) will seek only those governmental approvals that would normally apply to the County, other than with respect to ministerial permits as described below. Notwithstanding the foregoing, the parties agree that their

cooperation in addressing any concerns raised by the Owner is essential to the success of the LA-RICS project and that accordingly all such concerns will be taken into consideration throughout the LTE Site plan approval process, as described in this Section 3 (Approvals/Design Review and in Section 8 (Alterations).

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

4. **TERM**

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

5. **CONSIDERATION**

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

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

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

LA-RICS AUTHORITY from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The LA-RICS AUTHORITY shall be responsible for notifying Owner and all other relevant parties immediately upon discovery of such omissions and/or errors. The LA-RICS AUTHORITY shall not cause or permit any change of any equipment installed by the LA-RICS AUTHORITY on a LTE Site including power outputs or changes in the use of frequencies described in Exhibit B hereto (Equipment List), but not including "like-kind" replacements, except after Owner has been provided an opportunity to review and provide input, if any, into such plans and specifications.

7. INSTALLATION

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

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

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

7.04 LA-RICS AUTHORITY accepts the LTE Site in an "as is" condition as of the date of full execution of this Agreement. LA-RICS AUTHORITY shall have the right to finance and construct approved equipment and related improvements on the LTE Site at LA-RICS AUTHORITY' sole cost and expense, except as may be provided otherwise by other agreements. Following the construction and installation of LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements,

LA-RICS AUTHORITY may thereafter, at its sole cost and expense, perform construction, maintenance, repairs, additions to, and replacements of its equipment as necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the LTE Site to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements and as required for LA-RICS AUTHORITY's operations of the LA-RICS Facility at the LTE Site, including any structural upgrades required to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements on the LTE Site.

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

8. ALTERATIONS

LA-RICS AUTHORITY shall make no renovations, alterations or improvements to the LTE Site or the Real Property other than to install, maintain, replace and operate the LA-RICS Facility in accordance with the documentation attached hereto as Exhibits A (Site List), B (Equipment List), and C (Site Plan) and/or as permitted elsewhere herein, without providing prior written notice to Owner, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2.02 hereof. Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS AUTHORITY shall have the right to: (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 Owner's City Building Inspector.

9. **MAINTENANCE**

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

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

10. **CONSTRUCTION STANDARDS**

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

LA-RICS AUTHORITY shall remove any debris to the extent resulting from maintenance, operation and construction on the LTE Site by LA-RICS AUTHORITY, its agents or contractors (including without limitation the LTE Vendor). In the event that LA-RICS AUTHORITY fails to remove such debris from the LTE Site, Owner shall provide written notice to LA-RICS AUTHORITY and allow LA-RICS AUTHORITY 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.

11. **OTHER OPERATIONAL RESPONSIBILITIES**

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

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

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

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

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

12. **RELOCATION**

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

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

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

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

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

12.02 LA-RICS AUTHORITY shall have the right to request relocation of the LA-RICS Facility or any portion thereof to an Alternate Site on the Real Property pursuant to LA-RICS AUTHORITY's obligations under the Spectrum Lease Agreement, provided that:

(a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LTE Site in size, (ii) is compatible with LA-RICS AUTHORITY's

use pursuant to Section 2 hereof, and (iii) does not interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment;

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

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

13. **ACCESS TO LTE SITE**

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

13.02 LA-RICS AUTHORITY acknowledges and agrees that occasions may arise requiring the LA-RICS AUTHORITY to share in the cost of cleaning up of 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. Notwithstanding the foregoing, the LA-RICS AUTHORITY's financial burden pursuant to this Section shall not exceed five thousand dollars (\$5,000) per incident.

14. **EMERGENCY ACCESS BY OWNER**

The Owner and its authorized agents may access the 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.

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

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

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

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

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

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

16. **UTILITIES**

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

17. **HOLD HARMLESS AND INDEMNIFICATION**

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

Owner agrees to indemnify, defend, save and hold harmless LA-RICS AUTHORITY and its member agencies, agents, elected and appointed officers,

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

18. **INSURANCE**

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

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

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

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

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

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

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

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

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

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

The Products/Completed Operations coverage shall continue to be

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maintained in the amount indicated above for at least two (2) years from the date the Project is completed and accepted by the LA-RICS AUTHORITY and the Owner if required.

- **Automobile Liability.** Such coverage shall be written on iso policy form ca 00 01 or its equivalent with limits of not less than **\$5 MILLION** for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Such insurance shall cover liability arising out of LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor use of autos pursuant to this lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- **Professional Liability.** Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the LA-RICS AUTHORITY's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than 5 million dollars per claim and \$5 million dollars aggregate, . The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.
- **Workers Compensation and Employers' Liability Insurance** or qualified self-insurance satisfying statutory requirements. Such coverage shall provide Employers' Liability coverage with limits of not less than \$1 million per accident. Such policy shall be endorsed to waive subrogation against the Owner for injury to the LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor employees. If the LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor employees will be engaged in maritime employment, the coverage shall provide the benefits required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act or any other federal law to which the LA-RICS AUTHORITY is subject. If LA-RICS AUTHORITY or LA-RICS AUTHORITY's contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the Owner as the Alternate Employer, and the endorsement form shall be modified to provide that Owner will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

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

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

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

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

19. **FAILURE TO PROCURE INSURANCE**

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

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

20. **TAXES**

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

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

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

21.04 Owner reserves the right to pay any such tax, assessment, fees or charges, and all monies so paid by Owner shall be repaid by LA-RICS AUTHORITY to Owner within 30 days of demand. LA-RICS AUTHORITY and Owner agree that this is a Agreement and not a lease and no real estate interest is being conveyed herein.

21. **NOTICES**

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

LA-RICS AUTHORITY
2525 Corporate Place, 2nd Floor

Monterey Park, California 91754

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

Shama Curian
14403 Pacific Avenue
Baldwin Park, CA 91706
SCurian@baldwinpark.com
626-960-4011

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

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

22. **LA-RICS FACILITY REMOVAL**

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

22.02 If LA-RICS AUTHORITY does not timely remove all of its LA-RICS Facility, personal property and improvements from the LTE Site and the Real Property within the time provided in this section, Owner may, but shall not be required to, remove the LA-RICS Facility and all personal property and improvements at LA-RICS AUTHORITY's expense. LA-RICS AUTHORITY shall reimburse Owner within thirty (30) days of receipt of an itemized accounting of the cost for such removal of personal property and improvements. Owner shall incur no liability for any damage to the LA-RICS Facility during removal or storage.

23. **INDEPENDENT STATUS**

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

24. **AMENDMENT**

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

25. **ASSIGNMENT**

25.01 This Agreement may not be sold, assigned or transferred by LA-RICS AUTHORITY without the approval or consent of the Owner, which consent may not be unreasonably withheld or conditioned. No change of stock ownership, partnership

interest or control of LA-RICS AUTHORITY or transfer upon partnership or corporate dissolution of LA-RICS AUTHORITY shall constitute an assignment hereunder.

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

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

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

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

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

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

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other costs associated with third party use of the LA-RICS Authority's telecommunications pole.

26. SUBORDINATION AND NON-DISTURBANCE

Owner shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagees, ground lessors and master lessors, if any, of the Real Property. The timeframe for obtaining the Non-Disturbance Agreement shall not be later than 15 days following the execution of this Agreement, unless Owner submits a written request to LA-RICS AUTHORITY for an extension, the request of which shall not be unreasonably denied. At Owner's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "Mortgage") by Owner which from time to time may encumber all or part of the Real Property; provided, however, as a condition precedent to LA-RICS AUTHORITY being required to subordinate its interest in this Agreement to any future Mortgage covering the Real Property, Owner shall obtain for LA-RICS AUTHORITY's benefit a non-disturbance and attornment agreement in a form reasonably satisfactory to LA-RICS AUTHORITY and containing at a minimum the terms set forth hereinbelow ("Non-Disturbance Agreement"), and shall recognize LA-RICS AUTHORITY's right to remain in occupancy of and have access to the LTE Site as long as LA-RICS AUTHORITY is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchase of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Real Property, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, (b) fulfill Owner's obligations under this Agreement, and (c) promptly cure all of the then-existing Owner defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LA-RICS AUTHORITY will execute an agreement for the Lender's benefit in which LA-RICS AUTHORITY: (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of the Lender, (ii) agrees to attorn to Lender if Lender becomes the owner of the Real Property, and (iii) agrees to accept a cure by Lender of any of Owner's defaults, provided such cure is completed within the deadline applicable to Owner.

27. CONDEMNATION

In the event of any condemnation of the Real Property (or any portion thereof), LA-RICS AUTHORITY may terminate this Agreement upon written notice to Owner if such condemnation may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at the LTE Site for more than forty-five (45) days. LA-RICS AUTHORITY may on its own behalf make a claim in any condemnation proceeding involving the LTE Site for losses related to the equipment comprising the applicable LA-RICS Facility, its relocation costs and its damages and losses (but not for the loss of its interest, if any, under this Agreement). Any such notice of termination shall cause this Agreement to

expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and Owner and LA-RICS AUTHORITY shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other, if any, under this Agreement.

28. **DEFAULT**

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

29. **WAIVER**

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

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

30. **HAZARDOUS MATERIALS**

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

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

31. **DAMAGE OR DESTRUCTION**

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

Should any matter or condition beyond the control of the parties, such as war, public emergency, calamity, fire, earthquake, flood or act of God prevent performance of

this Agreement by either party, such party shall be relieved of the performance of such obligations during the time period of the event.

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

32. **AUTHORIZATION WARRANTY**

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

33. **INDEPENDENT CONTRACTOR STATUS**

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

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

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

35. **COMPLIANCE WITH APPLICABLE LAW**

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

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

36.01 LA-RICS AUTHORITY hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion,

ancestry, age, condition or physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program or activity supported by this Agreement.

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

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

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

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

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

37. **NON EXCLUSIVITY**

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

38. NOTICE OF EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

39. PUBLIC RECORDS ACT

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

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

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

39.04 In the event the LA_RICS AUTHORITY or Owner is required to defend an action on a Public Records Act request as requested by the other party pursuant to this Section 39 for any of the aforementioned documents, information, books, records, and/or contents, the requesting party agrees to refund and indemnify the defending party from all costs and expenses, including without limitation reasonable attorney's

fees, incurred in such action or liability arising under the Public Records Act within thirty days after the requesting party's receipt of defending party's invoice.

40. **OTHER TERMS AND CONDITIONS**

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

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

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

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

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

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

41. **NON-AVAILABILITY OF FUNDING**

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

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

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

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

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

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

44. **BANKRUPTCY**

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

45. **SUCCESSORS AND ASSIGNS**

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

46. **SEVERABILITY**

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

47. **INTERPRETATION**

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

48. **ENTIRE AGREEMENT**

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

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

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

CITY OF BALDWIN PARK

A California Joint Powers Authority

By: _____

By: _____

Print Name: _____

Its: _____

APPROVED AS TO FORM:

ATTEST:

RICHARD D. WEISS
Acting County Counsel

By: _____
Deputy

By: _____

DRAFT / CONFIDENTIAL

EXHIBIT A

SITE LIST

Site ID	Facility Name	Organization	Address Line	City	State	Zip Code	Parcel Owner per Assessor's Office
BPPD001	Baldwin Park PD	City of Baldwin Park Police Dept	14403 E Pacific Ave	Baldwin Park	CA	91706	City of Baldwin Park

DRAFT / CONFIDENTIAL

EXHIBIT B

EQUIPMENT LIST

City of Baldwin Park Police Dept - BPPD001

- 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]

DRAFT / CONFIDENTIAL

LTE SITE ACCESS AGREEMENT

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

BY AND BETWEEN

The City of El Monte, a body corporate and politic, hereinafter referred to as "Owner"

AND

THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY, a Joint Powers Authority, hereinafter referred to as "LA-RICS Authority." For purposes of this Agreement, the capitalized term "Parties" shall be a collective reference to both Owner and LA RICS Authority and the capitalized term "Party" may refer to either Owner or LA RICS Authority interchangeably.

RECITALS:

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

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

WHEREAS, Owner desires to license the use of a portion of the Real Property to LA-RICS Authority for use as a Long Term Evolution broadband ("Broadband" or "LTE") communication site; and

WHEREAS, the parties hereto acknowledge that: (a) LA-RICS AUTHORITY has retained Motorola ("LMR Vendor") to design, construct, and perform services with respect to a regional interoperable LMR telecommunications system as a part of the LA-RICS; (b) the LA-RICS Authority has retained Motorola ("LTE Vendor") to design and construct a regional interoperable Broadband telecommunications system as a part of the LA-RICS; (c) the federal First Responder Network Authority may, or may retain one or more vendors (collectively, the "First Net Parties"), to design and construct a national interoperable Broadband telecommunications system of which the LA-RICS may be a part; and (d) any of the LA-RICS Authority member agencies may assume the LA-RICS Authority's rights and obligations under this Agreement and/or may perform services with respect to this LA-RICS; and

WHEREAS, LA-RICS AUTHORITY is willing to accept and exercise the grant of 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:

AGREEMENT

1. LTE SITE; LICENSE

1.01 Owner hereby licenses to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from Owner on the terms and conditions set forth herein, the use of land within a portion of the Real Property, together with all necessary space and easements for access and utilities to install and operate an unmanned LTE communications facility, consisting of the parcels of land shown on Exhibit A 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. LA-RICS AUTHORITY shall exercise its privileges hereunder at its own risk and its own expense, assuming full responsibility for all risks incidental to the performance of this Agreement and the use of the LTE Site and improvements thereon, except as may be expressly provided herein.

1.03 LA-RICS AUTHORITY, the LTE Vendor, and/or the First Net Parties may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the LTE Site at the LA-RICS AUTHORITY's expense in accordance with all of the terms and conditions of this Agreement. Except as may be expressly provided herein, Owner assumes no responsibility whatsoever for the safe condition, security or maintenance of the LTE Site and improvements thereon, nor for the protection of persons and property thereon, and LA-RICS AUTHORITY shall be solely responsible for maintenance and security of the LTE Site and improvements thereon, or changes in the condition of the LTE Site or of improvements thereon caused by or arising from: (i) any activity, use or performance by LA-RICS AUTHORITY or its contractors, agents or employees under this Agreement; or (ii) any activity, use or performance by LA-RICS AUTHORITY or its contractors, agents or employees in the LTE Site.

1.04

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

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

2. PURPOSE AND USE

2.01 The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use the LTE Site for the installation, operation, maintenance, and repair of a LTE communication facility. The LA-RICS AUTHORITY (and/or its member agencies, the LTE Vendor, the First Net Parties and/or other agents): (a) shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS AUTHORITY's LTE communications system, which typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference (such LTE system and associated infrastructure, shelters, equipment and related improvements, collectively, the "LA-RICS Facility") and other related materials as may be deemed necessary by the LA-RICS AUTHORITY, and (b) shall be allowed access over, through and across each site comprising the Real Property for ingress to and egress from the applicable LTE Site 24 hours per day, 7 days per week without notice. Each LTE Site shall be used only for the purposes authorized by this Section 2.01, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

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

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

3. **APPROVALS/DESIGN REVIEW**

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

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

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

4. **TERM**

4.01 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 28 (Default) hereof; or (c) the 15th anniversary of the Commencement Date .

4.02 Unless the Owner elects to terminate the Agreement at the expiration of the Initial Term, after such expiration, this Agreement shall be automatically renewed on a year-to-year basis until terminated: (a) by either party by giving written notice to the other party six months in advance, or (b) by Owner pursuant to Section 28 (Default) hereof.

5. **CONSIDERATION**

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

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

Owner shall have the opportunity to review and provide input, if any, as to all project plans and specifications for the LA-RICS AUTHORITY's proposed alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements) after LA-RICS AUTHORITY's initial installation of the LA-RICS Facility on the LTE Site. In addition, Owner shall have the right to inspect said equipment and the LTE Site at any time during and after installation upon not less than 24 hours prior written notice to the LA-RICS AUTHORITY (except in cases of emergency pursuant to Section 14 hereof (Emergency Access) and, at LA-RICS AUTHORITY's option, with the right to require an LA-RICS AUTHORITY representative to accompany 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 the plans and specifications. Owner's review of the plans shall not release the LA-RICS AUTHORITY from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The LA-RICS AUTHORITY shall be responsible for notifying Owner and all other relevant parties immediately upon discovery of such omissions and/or errors. The LA-RICS AUTHORITY shall not cause or permit any change of any equipment installed by the LA-RICS AUTHORITY on a LTE Site including power outputs or changes in the use of frequencies described in Exhibit B hereto (Equipment List), but not including "like-kind" replacements, except after Owner has been provided an opportunity to review and provide input, if any, into such plans and specifications.

7. INSTALLATION

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

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

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

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

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

8. ALTERATIONS

LA-RICS AUTHORITY shall make no renovations, alterations or improvements to the LTE Site or the Real Property other than to install, maintain, replace and operate the LA-RICS Facility in accordance with the documentation attached hereto as Exhibits A, B, and C and/or as permitted elsewhere herein, without providing prior written notice to Owner, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2.02 hereof. Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS AUTHORITY shall have the right to: (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 Owner's City Building Inspector.

9. MAINTENANCE

A. Owner shall be responsible for maintenance of the Real Property, including the LTE Site, and such maintenance responsibility shall include general upkeep,

landscaping, lawn-mowing, and related maintenance activities. Notwithstanding the foregoing, LA-RICS AUTHORITY shall be responsible for the full and complete clean-up of the LTE Site at the close of any maintenance or installation done by or on the part of LA-RICS AUTHORITY, leaving it in a comparable state as existed prior to the LA-RICS AUTHORITY's activities. In the event that LA-RICS AUTHORITY fails to clean up and maintain the LTE Site, Owner may, at Owner's sole discretion, undertake any clean up or maintenance of the LTE Site and LA-RICS AUTHORITY shall reimburse Owner for the costs of such clean up or maintenance within thirty (30) days of invoice by Owner. The LTE Site shall be kept neat and clean by LA-RICS AUTHORITY and ready for normal use by Owner and other users.

B. Non-Interference with Owner Activities. This Agreement shall not grant LA-RICS AUTHORITY the right to materially interfere with any activities of Owner which are occurring on the Real Property as of the date hereof.

C. Conduct of LA-RICS AUTHORITY, Employees and Invitees. LA-RICS AUTHORITY shall insure that all employees, invitees, and all others in attendance will adhere to proper standards of public conduct.

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

10. CONSTRUCTION STANDARDS

Installation and maintenance of LA-RICS AUTHORITY' 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.

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 (10) business days after receipt of notice to remove such debris. After the expiration of such ten-calendar day period, Owner shall cause such debris to be removed and invoice LA-RICS AUTHORITY for the reasonable costs of said removal.

11. OTHER OPERATIONAL RESPONSIBILITIES

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

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

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

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

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

12. RELOCATION

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

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

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

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

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

12.02 LA-RICS AUTHORITY shall have the right to request relocation of the LA-RICS Facility or any portion thereof to an Alternate Site on the Real Property pursuant to LA-RICS AUTHORITY's obligations under the Spectrum Lease Agreement, provided that:

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

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

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

13. ACCESS TO LTE SITE

13.01 Owner hereby grants to the LA-RICS AUTHORITY, its member agencies, the LTE Vendor, the First Net Parties, and other agents a nonexclusive right to use, at its sole risk, during the term and option period of this Agreement, the access which serves the LTE Site ("Access"). The LA-RICS AUTHORITY, on behalf of itself and its member agencies, the LTE Vendor, and the First Net Parties, acknowledge and accept the present condition of the Access on an "as is" basis. The LA-RICS AUTHORITY shall provide Owner with an access list of all of its representatives or agents who are authorized to access the LTE Site pursuant to this Section. It is the duty of LA-RICS AUTHORITY to keep the access list up to date and ensure that the Owner has a current list. Owner reserves the right to deny access to any individual not reflected on the access list.

13.02 LA-RICS AUTHORITY acknowledges and agrees that occasions may arise requiring the LA-RICS AUTHORITY to share in the cost of cleaning up of mud-slide debris and repairing the Access to its original accessible condition after a storm or heavy rainfall. LA-RICS AUTHORITY hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an

invoice from Owner, and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to LA-RICS AUTHORITY by Owner upon at least thirty (30) days' notice. Notwithstanding the foregoing, the LA-RICS AUTHORITY's financial burden pursuant to this Section shall not exceed seven thousand five hundred dollars (\$7,5000) per incident.

14. EMERGENCY ACCESS BY OWNER

The Owner and its authorized agents, as reflected on the access list, 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.

15. RADIO FREQUENCY EMISSIONS/INTERFERENCE

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

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

16.03 Interference With Non-Public Safety Systems. In the event LA-RICS AUTHORITY's operations or equipment causes interference with non-public safety-related systems of Owner or any other duly authorized occupant of the Real Property, written notice of such interference shall be provided to LA-RICS AUTHORITY. Owner

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

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, and employees from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with LA-RICS AUTHORITY's operations or its services hereunder, including, without limitation, any Workers' Compensation suit, liability, or expense, arising from or connected with services performed on behalf of LA-RICS AUTHORITY by any person pursuant to this Agreement including without limitation the LTE Vendor.

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

18.INSURANCE

8.02 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 David Vautrin, on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that Owner is to be given written notice at least thirty (30) days in advance of any modification or termination of any provisions of insurance and shall name the Owner as an additional insured (except for the Workers' Compensation Insurance). LA-RICS AUTHORITY may self-insure the insurance required under this Agreement, but LA-RICS AUTHORITY will require its contractors and subcontractors to provide commercial insurance as required in the Section, and any additional insurance required by LA-RICS AUTHORITY of its contractor/subcontractor, shall name the Owner as an additional insured.

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

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

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

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

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

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

(c) **Commercial Property Insurance.** Such coverage shall:

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

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

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

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

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

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

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

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AUTHORITY's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than **\$5 million** per claim and **\$10 million** aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.

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

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

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

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

18.05 Compensation for Owner Costs. In the event that LA-RICS AUTHORITY fails to comply with any of the indemnification or insurance requirements of this Agreement,

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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.

9. **FAILURE TO PROCURE INSURANCE**

9.01 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.

9.02 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.

10. **TAXES**

10.01 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.

10.02 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.

10.03 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.

11. **NOTICES**

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

LA-RICS AUTHORITY
2525 Corporate Place, Second Floor

Monterey Park, California 91754

ATTN: Executive Director

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

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

City of El Monte

11333 Valley Blvd.

El Monte, CA 91731

ATTN: David Vautrin

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.

12. **LA-RICS FACILITY REMOVAL**

12.01 LA-RICS AUTHORITY shall remove all of its LA-RICS Facility and personal and improvements from the LTE Site and the Real Property and restore the LTE Site to its original condition, which shall be inspected by the Owner for approval, 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, which shall be inspected by the Owner for final approval, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, within ninety (90) days of the cancellation. If weather conditions or lack of access to the LTE Site render the timely removal of LA-RICS AUTHORITY's property impossible, then LA-RICS AUTHORITY shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

12.02 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

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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.

13. **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.

14. **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.

15. **ASSIGNMENT**

15.01 This Agreement may not be sold, assigned or transferred by LA-RICS AUTHORITY without the approval or consent of the Owner, which consent may not be unreasonably withheld or conditioned. No change of stock ownership, partnership interest or control of LA-RICS AUTHORITY or transfer upon partnership or corporate dissolution of LA-RICS AUTHORITY shall constitute an assignment hereunder.

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

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

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

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

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

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

16. **SUBORDINATION AND NON-DISTURBANCE**

Owner shall obtain, not later than 15 days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagees, ground lessors and master lessors, if any, of the Real Property. At Owner's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "Mortgage") by Owner which from time to time may encumber all or part of the Real Property; provided, however, as a condition precedent to LA-RICS AUTHORITY being required to subordinate its interest in this Agreement to any future Mortgage covering the Real Property, Owner shall obtain for LA-RICS AUTHORITY's benefit a non-disturbance and attornment agreement in a form reasonably satisfactory to LA-RICS AUTHORITY and containing at a minimum the terms set forth hereinbelow ("Non-Disturbance Agreement"), and shall recognize LA-RICS AUTHORITY's right to remain in occupancy of and have access to the LTE Site as long as LA-RICS AUTHORITY is not in default of this Agreement

beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchase of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Real Property, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, (b) fulfill Owner's obligations under this Agreement, and (c) promptly cure all of the then-existing Owner defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LA-RICS AUTHORITY will execute an agreement for the Lender's benefit in which LA-RICS AUTHORITY: (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of the Lender, (ii) agrees to attorn to Lender if Lender becomes the owner of the Real Property, and (iii) agrees to accept a cure by Lender of any of Owner's defaults, provided such cure is completed within the deadline applicable to Owner.

17. CONDEMNATION

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

28. DEFAULT

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

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

18. **WAIVER**

18.01 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.

18.02 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.

19. **HAZARDOUS MATERIALS**

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

and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8., as it may be amended from time to time.

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

20. **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.

21. **AUTHORIZATION WARRANTY**

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

22. **INDEPENDENT CONTRACTOR STATUS**

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

23. **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.

24. **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.

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

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

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

25.03 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.

25.04 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.

25.05 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 antidiscrimination laws or regulations shall constitute a finding by Owner that LA-RICS AUTHORITY has violated the anti-discrimination provisions of this Agreement.

25.06 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.

26. **NON-AVAILABILITY OF FUNDING**

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

27. **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.

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

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

29. **PUBLIC RECORDS ACT**

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

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

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

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

30. **OTHER TERMS AND CONDITIONS**

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

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

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

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

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

30.06 Security Devices. LA-RICS AUTHORITY, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the LTE Site from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the Owner. Owner shall be responsible for securing the Real Property.

31. **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.

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

32.01 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.

32.02 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.

33. **BANKRUPTCY**

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

34. **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.

35. **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.

36. **INTERPRETATION**

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

37. **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 EL MONTE

A California Joint Powers Authority

By: _____

By: _____

Print Name: _____

Its: _____

APPROVED AS TO FORM:

ATTEST:

RICHARD D. WEISS
Acting County Counsel

By: _____
Deputy

By: _____

DRAFT / CONFIDENTIAL

EXHIBIT A
SITE LIST

Site ID	Facility Name	Organization	Address Line	City	State	Zip Code	Parcel Owner
ELMNTPD	El Monte PD	El Monte Police Dept.	11333 Valley Blvd	El Monte	CA	91731	City of El Monte

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EXHIBIT B

EQUIPMENT LIST

City of El Monte Police Dept - ELMNTPD

- 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]

DRAFT / CONFIDENTIAL

PSBN SITES

Site ID	Facility Name	Organization	Address Line	City	State	Zip Code	Parcel Owner
1	2	3	4	5	6	7	13
City of Baldwin Park Owned Sites							
BPPD001	Baldwin Park PD	City of Baldwin Park Police Dept	14403 E Pacific Ave	Baldwin Park	CA	91706	City of Baldwin Park
City of El Monte Owned Sites							
ELMNTPD	El Monte PD	City of El Monte Police Dept	11333 Valley Blvd	El Monte	CA	91731	City of El Monte
City of Los Angeles Owned Sites							
LAFD015	FS 015	City of Los Angeles Fire Dept	3000 S. Hoover St	Los Angeles	CA	90007	City of Los Angeles
LAFD016	FS 16	City of Los Angeles Fire Dept	2011 N. Eastern Ave.	East LA	CA	90032	City of Los Angeles
LAFD019	FS 019	City of Los Angeles Fire Dept	12229 Sunset Bl	Brentwood	CA	90049	City of Los Angeles
LAFD029	FS 029	City of Los Angeles Fire Dept	4029 W Wilshire Bl	Los Angeles	CA	90010	City of Los Angeles
LAFD035	FS 035	City of Los Angeles Fire Dept	1601 N Hillhurst Ave	Hollywood	CA	90027	City of Los Angeles
LAFD042	FS 042	City of Los Angeles Fire Dept	2021 Colorado Bl	Eagle Rock	CA	90041	City of Los Angeles
LAFD044	FS 044	City of Los Angeles Fire Dept	1410 Cypress Ave	Glassell Park	CA	90065	City of Los Angeles
LAFD047	FS 47	City of Los Angeles Fire Dept	4575 S. Huntington Dr.	El Sereno	CA	90032	City of Los Angeles
LAFD055	FS 055	City of Los Angeles Fire Dept	4455 E York Bl	Eagle Rock	CA	90041	City of Los Angeles
LAFD061	FS 061	City of Los Angeles Fire Dept	5821 W 3rd St	Hancock Park	CA	90036	City of Los Angeles
LAFD066	FS 066	City of Los Angeles Fire Dept	1909 W Slauson Ave	Hyde Park	CA	90047	City of Los Angeles
LAFD074	FS 074	City of Los Angeles Fire Dept	7777 Foothill Bl	Tujunga	CA	91042	City of Los Angeles
LAFD076	FS 76	City of Los Angeles Fire Dept	3111 N. Cahuenga Bl West	Universal City	CA	90068	City of Los Angeles
LAFD077	FS 077	City of Los Angeles Fire Dept	9224 Sunland Blvd	Sun Valley	CA	91352	City of Los Angeles
LAFD079	FS 079	City of Los Angeles Fire Dept	18030 S Vermont Ave	Gardena	CA	90248	City of Los Angeles
LAFD081	FS 081	City of Los Angeles Fire Dept	14355 W Arminta St	Panorama City	CA	91402	City of Los Angeles
LAFD082	FS 082	City of Los Angeles Fire Dept	5769 Hollywood Blvd	Los Angeles	CA	90028	City of Los Angeles
LAFD084	FS 084	City of Los Angeles Fire Dept	21050 W Burbank Bl	Woodland Hills	CA	91367	City of Los Angeles
LAFD085	FS 085	City of Los Angeles Fire Dept	1331 W 253rd St	Harbor City	CA	90710	City of Los Angeles
LAFD093	FS 093	City of Los Angeles Fire Dept	19059 Ventura BL	Tarzana	CA	91356	City of Los Angeles
LAFD094	FS 094	City of Los Angeles Fire Dept	4470 Coliseum St	Los Angeles	CA	90016	City of Los Angeles
LAFD096	FS 096	City of Los Angeles Fire Dept	21800 Marilla St	Chatsworth	CA	91311	City of Los Angeles
LAFD097	FS 097	City of Los Angeles Fire Dept	8021 Mulholland Dr	Los Angeles	CA	90046	City of Los Angeles
LAFD101	FS 101	City of Los Angeles Fire Dept	1414 W 25th St	San Pedro	CA	90732	City of Los Angeles
LAFD105	FS 105	City of Los Angeles Fire Dept	6345 Fallbrook Ave	Woodland Hills	CA	91367	City of Los Angeles
LAPD077	77TH Street Area Complex	City of Los Angeles Police Dept	7600 South Broadway St.	Los Angeles	CA	90003	City of Los Angeles
LAPDCEN	Central Area Complex	City of Los Angeles Police Dept	251 East Sixth Street	Los Angeles	CA	90014	City of Los Angeles
LAPDDVN	Devonshire Area station	City of Los Angeles Police Dept	10250 Etiwanda Avenue	Northridge	CA	91325	City of Los Angeles
LAPDFTH	Foothill Area station	City of Los Angeles Police Dept	12760 Osborne Street	Pacoima	CA	91331	City of Los Angeles
LAPDHLB	Hollenbeck Area station	City of Los Angeles Police Dept	2111 East First Street	Los Angeles	CA	90033	City of Los Angeles
LAPDHWD	Hollywood Area station	City of Los Angeles Police Dept	1358 North Wilcox Ave	Los Angeles	CA	90028	City of Los Angeles
LAPDMIS	Mission Area station	City of Los Angeles Police Dept	11121 North Sepulveda Blvd	Mission Hills	CA	91345	City of Los Angeles
LAPDNED	Northeast Area station	City of Los Angeles Police Dept	3353 San Fernando Rd	Los Angeles	CA	90065	City of Los Angeles
LAPDNHD	North Hollywood Area Station	City of Los Angeles Police Dept	11640 Burbank Blvd	North Hollywood	CA	91601	City of Los Angeles
LAPDNWT	Newton	City of Los Angeles Police Dept	3400 South Central Ave	Los Angeles	CA	90011	City of Los Angeles

PSBN SITES

Site ID	Facility Name	Organization	Address Line	City	State	Zip Code	Parcel Owner
1	2	3	4	5	6	7	13
LAPDOLY	Olympic Area station	City of Los Angeles Police Dept	1130 South Vermont Av	Los Angeles	CA	90006	City of Los Angeles
LAPDPAC	Pacific Area station	City of Los Angeles Police Dept	12312 Culver Blvd	Los Angeles	CA	90066	City of Los Angeles
LAPDRAM	Rampart Area station	City of Los Angeles Police Dept	1401 West Sixth St	Los Angeles	CA	90017	City of Los Angeles
LAPDTOP	Topanga Area station	City of Los Angeles Police Dept	21501 Schoenborn St	Canoga Park	CA	91304	City of Los Angeles
LAPDVDC	Valley Dispatch Center	City of Los Angeles Police Dept	23001 Roscoe Blvd	West Hills	CA	91304	City of Los Angeles
LAPDVNS	Van Nuys Area station	City of Los Angeles Police Dept	6240 Sylmar Avenue	Van Nuys	CA	91401	City of Los Angeles
LAPDWIL	Wilshire Area station	City of Los Angeles Police Dept	4861 Venice Blvd	Los Angeles	CA	90019	City of Los Angeles
LAPDWLA	West Los Angeles Area station	City of Los Angeles Police Dept	1663 Butler Ave	Los Angeles	CA	90025	City of Los Angeles
LAPDWVD	West Valley Area facility	City of Los Angeles Police Dept	19020 Vanowen St	Reseda	CA	91335	City of Los Angeles
SCH	San Pedro City Hall	City of Los Angeles	638 Beacon St	San Pedro	CA	90731	City of Los Angeles
SEP	Southeast Area station	City of Los Angeles Police Dept	145 West 108th Street	Los Angeles	CA	90061	City of Los Angeles
SVP	San Vicente Peak	City of Los Angeles	17500 Mulholland Dr	Los Angeles	CA	90272	City of Los Angeles
SWP	Southwest Area station	City of Los Angeles Police Dept	1546 W Martin Luther King Jr. Blvd	Los Angeles	CA	90062	City of Los Angeles
LAFD012	FS 012	City of Los Angeles Fire Dept	5921 N Figueroa St	Highland Park	CA	90042	City of Los Angeles
LALG-HQ	Lifeguard Division	LA County Fire Dept	2300 Ocean Front Walk	Venice	CA	90291	City of Los Angeles

50 city of Los Angeles Sites

2 Independent Cities

52 Total



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 200
Monterey Park, California 91754
(323) 881-8291

PATRICK J. MALLON
EXECUTIVE DIRECTOR

September 17, 2014

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

Dear Directors:

**APPROVE AMENDMENT FIVE FOR AGREEMENT NO. LA-RICS 008 FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM ("LA-RICS") –
PUBLIC SAFETY BROADBAND NETWORK**

SUBJECT

Board approval is requested to authorize the Executive Director to execute an amendment ("Amendment No. 5") to Agreement No. LA-RICS 008 Los Angeles Regional Interoperable Communications System ("LA-RICS") – Public Safety Broadband Network ("PSBN") to allow the Authority to exercise the Unilateral Option for all Work pertaining to Phase 4, PSBN Implementation, including Phase 4 Work for Additive Alternate No. 1 (Home Subscriber Server) and Additive Alternate No. 2 (Redundant Evolved Packet Core). The Amendment No. 5 will be substantially similar in form to the attached.

RECOMMENDED ACTION

It is recommended that your Board:

Delegate authority to the Executive Director to (a) Execute Amendment No. 5, substantially similar in form to Attachment A, to Agreement No. LA-RICS 008 Los Angeles Regional Interoperable Communications System – PSBN with Motorola Solutions, Inc. ("Motorola"); (b) to exercise the Unilateral Option for all Work pertaining to Phase 4, PSBN Implementation, including Phase 4 Work for Additive Alternate No. 1 (Home Subscriber Server) and Additive Alternate No. 2 (Redundant Evolved Packet Core), for a total Contract Sum of \$23,084,532; and (c) to issue one or more notices to proceed to install, optimize, test, commission, and deploy all or such portion of the PSBN as authorized by the Authority.

BACKGROUND

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

AGENDA ITEM 7

Additionally, on March 6, 2014, your Board authorized Amendment One to allow for all Work in Phase 1 to begin. Phase 1 included the development of final design documents for the PSBN, which included the PSBN configurations for all hardware, software, and physical and network infrastructure included in the PSBN. Phase 1 also included the development of detailed architectural-engineering Site Design Documents for the future proposed Site Improvements for each PSBN site, and the packaging of Site documents for permitting purposes.

On April 3, 2014, your Board authorized Amendment Two which added the HSS and the Redundant EPC to the design work in Phase 1. The HSS is the repository of user related and subscription information for an LTE system. It is queried by other Components in the network to determine if a particular device is authorized to use the LTE Subsystem including the ability to roam on other networks. The Redundant EPC provides geographically redundant core network services for the LTE Subsystem from the LAPD Valley Dispatch location. Amendment Two also corrected the Limitation of Liability amount in Section 24.4 of the Base Agreement for the PSBN.

On May 28, 2014, your Board adopted a Funding Plan. The adoption of a Funding Plan granted your Board the authority to proceed to Phase 2, Site Construction and Site Modifications, should your Board desire to. Phase 2 work at each construction site will not commence until after receipt of the required NEPA and other Federal approvals for that site. It is anticipated that some or all of these Federal approvals will be received in the near future, if certain conditions are met.

On June 6, 2014, your Board approved Amendment Three to allow Motorola to begin all Work in Phase 2 and Phase 3, subject to NEPA and other Federal approvals. Under Phase 2, Motorola shall construct the Site Improvements for all or such portion of the PSBN Sites as authorized by the Authority to ensure completion and delivery of all Work. Under Phase 3, Motorola shall supply, fabricate, stage, provision, and if necessary, store all or such portion of the PSBN Hardware and PSBN Software.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize the Executive Director, on behalf of the Authority, to authorize Motorola, to perform all work pertaining to Phase 4, PSBN Implementation, including Phase 4 Work for Additive Alternate No. 1 (Home Subscriber Server) and Additive Alternate No. 2 (Redundant Evolved Packet Core), which will allow Motorola to commence the installation of the PSBN upon authorization by the Authority. The Authority is anticipating the receipt of the necessary NEPA and other feral approvals in the near future, if certain conditions are met. The receipt of these approvals will allow the Authority to instruct Motorola via noticed to proceed ("NTPs") to immediately commence the implementation phase of the project at certain sites. Such implementation work will include 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.

As your Board is aware, the PSBN project schedule is very aggressive due to the pending Broadband Technology Opportunities Program ("BTOP") grant spending deadline of September 30, 2015. Motorola is required to achieve final PSBN System Acceptance by August 15, 2015, based on a mutually agreed to Project Schedule. In order for the build out of the PSBN System to meet the developmental milestones of the Project Schedule, the Authority is requesting to move forward with Phase 4, PSBN Implementation.

FISCAL IMPACT/FINANCING

The work to be performed under Amendment Five is fully reimbursable under the BTOP grant awarded by the Department of Commerce's National Telecommunications and Information Administration, except for the required 10 percent cash match.

ENVIRONMENTAL DOCUMENTATION

All work included in the Unilateral Options for Phases 1 through 5 of the PSBN Agreement, as well as any amendments and Notices to Proceed, is within the scope of the previously approved PSBN project, which the Board determined previously was exempt from review under CEQA. The current action is within the scope of the exemption finding previously made by the Board.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions.

AGREEMENTS/CONTRACTING

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

Respectfully submitted,



PATRICK J. MALLON
EXECUTIVE DIRECTOR

c: Counsel to the Authority

Attachment

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

Recitals

This Amendment Number Five (together with all exhibits, attachments, and schedules hereto, "Amendment No. 5") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of September _____, 2014, based on the following recitals:

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

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

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

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

The Agreement has been previously amended by Amendment Number Four, effective July 16, 2014, to exercise the Unilateral Option for Work pertaining to (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for the HSS, (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components Work for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification Work for the Redundant EPC, (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components Work for the Redundant EPC; and to make other certain changes as reflected in Amendment No. 4.

Authority and Contractor desire to further amend the Agreement in this Amendment No. 5 to make changes necessary to allow for the Authority's exercise of the Unilateral Option for all Work pertaining to Phase 4, PSBN Implementation, to install, optimize, test, commission, and deploy all or such portion of the PSBN as authorized by the Authority via notices to proceed, and to make other certain changes as reflected in this Amendment No. 5.

As provided in Section 4.1.2.2(c) of the Base Document to the Agreement, the Authority has determined in its sole and unilateral discretion to exercise the Unilateral Option for all Work pertaining to Phase 4, PSBN Implementation.

This Amendment No. 5 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. 5, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Contractor hereby agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Base Document. Unless otherwise noted, section references in this Amendment No. 5 refer to sections of the Base Document, as amended by this Amendment No. 5.
2. Exercise of Unilateral Option. As provided in Section 4.1.2.2(c) of the Base Document, the Authority has determined in its sole and unilateral discretion to exercise the Unilateral Option for all Work pertaining to Phase 4, PSBN Implementation, as reflected in Exhibit C.5 (Schedule of Payments Phase 4 – PSBN Implementation). Subject to Section 4.1.2.3 (Notices to Proceed) of the Base Document, the Contractor agrees the Contractor shall, on a timely basis and in accordance with the Agreement, fully perform, provide, complete, and deliver all Work encompassed in such Unilateral Option, in exchange for the amounts set forth on Exhibit C (Schedule of Payments) for such Work. Contractor acknowledges and agrees that Contractor will not commence Work in Phase 4 at any project site until the Authority issues a Notice to Proceed ("NTP") for Phase 4 Work applicable to that site.
3. Amendments to Agreement Exhibits.
 - 3.1 Exhibit C.1 (Schedule of Payments – PSBN System Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (Schedule of Payments – PSBN System Payment Summary) to Exhibit C (Schedule of Payments) attached to this Amendment No. 5, which is incorporated by this reference.
 - 3.2 Exhibit C.5 (Schedule of Payments Phase 4 – PSBN Implementation) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced

with Exhibit C.5 (Schedule of Payments Phase 4 – PSBN Implementation) to Exhibit C (Schedule of Payments) attached to this Amendment No. 5, which is incorporated by this reference.

- 3.3 Exhibit C.7 (Schedule of Payments – Additive Alternates) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.7 (Schedule of Payments – Additive Alternates) to Exhibit C (Schedule of Payments) attached to this Amendment No. 5, which is incorporated by this reference.
 - 3.4 Exhibit F (Administration of Agreement) is deleted in its entirety and replaced with Exhibit F (Administration of Agreement) attached to this Amendment No. 5, which is incorporated by this reference.
 - 3.5 Attachment 2 (Construction Management Requirements) to Exhibit J (Confidential Supplement) is deleted in its entirety and replaced with Attachment 2 (Construction Management Requirements) to Exhibit J (Confidential Supplement) dated September 2, 2014, which is incorporated by this reference.
4. This Amendment No. 5 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. 5;
 - 4.2 Los Angeles County Counsel has approved this Amendment No. 5 as to form;
 - 4.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority to execute this Amendment No. 5; and
 - 4.4 The Executive Director of the Authority has executed this Amendment No. 5.
 5. Except as expressly provided in this Amendment No. 5, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
 6. Contractor and the person executing this Amendment No. 5 on behalf of Contractor represent and warrant that the person executing this Amendment No. 5 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 5, and that all requirements of Contractor to provide such actual authority have been fulfilled.
 7. This Amendment No. 5 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

* * *

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

MOTOROLA SOLUTIONS, INC.

By: _____

Patrick J. Mallon
Executive Director

By: _____

Jim Hardimon
Project Director

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

JOHN F. KRATTLI
County Counsel

By: _____

Truc L. Moore
Senior Deputy County Counsel

SCHEDULE OF PAYMENTS

EXHIBIT C.1 - PSBN PAYMENT SUMMARY

Description	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Less 10% Holdback Amount
Phase 1 - System Design	\$ -	\$ 16,040,248	\$ 1,366,947	\$ 14,673,301
Phase 2 - Site Construction and Site Modification	\$ -	\$ 44,324,412	\$ 4,386,198	\$ 39,938,214
Phase 3 - Supply PSBN Components	\$ -	\$ 47,648,311	\$ 4,743,435	\$ 42,904,876
Phase 4 - PSBN Implementation	\$ -	\$ 21,899,970	\$ 2,181,203	\$ 19,718,767
Subtotal (Phases 1 to 4)	\$ -	\$ 129,912,941	\$ 12,677,783	\$ 117,235,158
Phase 5 - PSBN Maintenance (First 5 Years of Maintenance)	\$ 32,369,744	\$ -	\$ 3,236,974	\$ 29,132,770
Subtotal (Phases 1 to 5)	\$ 32,369,744	\$ 129,912,941	\$ 15,914,757	\$ 146,367,928
Additive Alternate 1 - Home Subscriber Server (HSS) <small>(Notes 1 & 2)</small>	\$ -	\$ 960,888	\$ 96,089	\$ 864,799
Additive Alternate 2 - Redundant Evolved Packet Core <small>(Notes 1 & 2)</small>	\$ -	\$ 3,581,366	\$ 358,137	\$ 3,223,229
Additive Alternate 3 - Location Services	\$ 2,592,246	\$ -	\$ 259,225	\$ 2,333,021
Maintenance for Additive Alternates 1 to 3 (First 5 Years of Maintenance)	\$ 6,166,090	\$ -	\$ 616,609	\$ 5,549,481
Subtotal (Additive Alternates)	\$ 8,758,336	\$ 4,542,254	\$ 1,330,060	\$ 11,970,530
TOTAL CONTRACT SUM	\$134,455,195			
MAXIMUM CONTRACT SUM <small>(Total Unilateral Option Sum + Total Contract Sum)</small>	\$175,583,275			

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

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

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

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

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

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Installation and Commission Details						Unilateral Option Sum	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Microwave Installation	Site Commissioning Microwave	Site Commissioning LTE	Project Administration per Site (Note 1)				
A.6.1	Installation and Commission:	-	-	-	-	-	-	-	-	-	-
A.6.1	Primary EPC	-	-	-	-	-	-	\$ -	\$ 763,448	\$ 76,345	\$ 687,103
A.6.1	Network Management System	-	-	-	-	-	-	\$ -	\$ 384,833	\$ 38,483	\$ 346,350
A.6.1	Site Detail Summary for eNodeBs and Backhaul Per Site:	-	-	-	-	-	-	-	-	-	-
A.6.1	Alhambra PD_ALHPD01	\$ 6,510	\$ 22,219	\$ 16,242	\$ 16,337	\$ 8,765	\$ 6,926	\$ -	\$ 76,999	\$ 7,700	\$ 69,299
A.6.1	Arcadia PD_ARCPD01	\$ 6,510	\$ 22,219	\$ 16,242	\$ 12,867	\$ 8,765	\$ 6,926	\$ -	\$ 73,529	\$ 7,353	\$ 66,176
A.6.1	Azusa PD_AZPD001	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,820	\$ 8,765	\$ 6,926	\$ -	\$ 71,482	\$ 7,148	\$ 64,334
A.6.1	Bell Gardens PD_BGPD001	\$ 6,510	\$ 13,819	\$ 16,242	\$ 16,226	\$ 8,765	\$ 6,926	\$ -	\$ 68,488	\$ 6,849	\$ 61,639
A.6.1	Beverly Hills Rexford Drive_BHR	\$ 6,510	\$ 22,219	\$ 16,242	\$ 15,310	\$ 8,765	\$ 6,926	\$ -	\$ 75,972	\$ 7,597	\$ 68,375
A.6.1	Bald Mountain_BMT	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	Baldwin Park PD_BPPD001	\$ 6,510	\$ 13,819	\$ 16,242	\$ 15,094	\$ 8,765	\$ 6,926	\$ -	\$ 67,356	\$ 6,736	\$ 60,620
A.6.1	Blue Rock_BRK	\$ 6,510	\$ 22,219	\$ 16,242	\$ 14,786	\$ 8,765	\$ 6,926	\$ -	\$ 75,448	\$ 7,545	\$ 67,903
A.6.1	Burnt Peak_BUR	\$ 6,510	\$ 17,895	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 41,070	\$ 4,107	\$ 36,963
A.6.1	Burbank PD_BURPD01	\$ 6,510	\$ 22,219	\$ 16,242	\$ 11,923	\$ 8,765	\$ 6,926	\$ -	\$ 72,585	\$ 7,259	\$ 65,326
A.6.1	Criminal Court Building_CCT	\$ 2,184	\$ 18,034	\$ 19,133	\$ 13,000	\$ 8,765	\$ 6,926	\$ -	\$ 68,042	\$ 6,804	\$ 61,238
A.6.1	Century_CEN	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,727	\$ 8,765	\$ 6,926	\$ -	\$ 62,989	\$ 6,299	\$ 56,690
A.6.1	Carlton J. Peterson Park_CJP	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,714	\$ 8,765	\$ 6,926	\$ -	\$ 71,376	\$ 7,138	\$ 64,238
A.6.1	Claremont Microwave Tower_CLM	\$ -	\$ 18,554	\$ 18,889	\$ 12,746	\$ 8,765	\$ 6,926	\$ -	\$ 65,880	\$ 6,588	\$ 59,292
A.6.1	Claremont PD_CLRMPD1	\$ 6,510	\$ 22,219	\$ 16,242	\$ 12,746	\$ 8,765	\$ 6,926	\$ -	\$ 73,408	\$ 7,341	\$ 66,067
A.6.1	FS 2_CPTFD02	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,612	\$ 8,765	\$ 6,926	\$ -	\$ 62,874	\$ 6,287	\$ 56,587
A.6.1	FS 4_CPTFD04	\$ 6,510	\$ 13,819	\$ 16,242	\$ 16,400	\$ 8,765	\$ 6,926	\$ -	\$ 68,662	\$ 6,866	\$ 61,796
A.6.1	Culver City Communications Tower_CULV001	\$ -	\$ 10,154	\$ 18,889	\$ 10,957	\$ 8,765	\$ 6,926	\$ -	\$ 55,691	\$ 5,569	\$ 50,122
A.6.1	Downey PD_DWNYPD1	\$ 6,510	\$ 13,819	\$ 16,242	\$ 18,779	\$ 8,765	\$ 6,926	\$ -	\$ 71,041	\$ 7,104	\$ 63,937
A.6.1	El Monte PD_ELMNTPD	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ 62,782	\$ 6,278	\$ 56,504
A.6.1	El Segundo PD_ELSGDPD	\$ 6,510	\$ 13,819	\$ 16,242	\$ 9,298	\$ 8,765	\$ 6,926	\$ -	\$ 61,560	\$ 6,156	\$ 55,404
A.6.1	FCCF-HQ_FCCF	\$ 6,510	\$ 13,819	\$ 16,242	\$ 86,881	\$ 8,765	\$ 6,926	\$ -	\$ 139,143	\$ 13,914	\$ 125,229
A.6.1	FS 5_FS5	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,957	\$ 8,765	\$ 6,926	\$ -	\$ 63,219	\$ 6,322	\$ 56,897
A.6.1	Gardena_GARD001	\$ 6,510	\$ 13,819	\$ 16,242	\$ 15,860	\$ 8,765	\$ 6,926	\$ -	\$ 68,122	\$ 6,812	\$ 61,310

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Installation and Commission Details						Unilateral Option Sum	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Microwave Installation	Site Commissioning Microwave	Site Commissioning LTE	Project Administration per Site (Note 1)				
A.6.1	Glendale Civic Center_GCC	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	Glendale Water & Power UOC_GDWP001	\$ 6,510	\$ 22,219	\$ 16,242	\$ 9,447	\$ 8,765	\$ 6,926	\$ -	\$ 70,109	\$ 7,011	\$ 63,098
A.6.1	FS 23_GLNDL23	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	FS 24_GLNDL24	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,825	\$ 8,765	\$ 6,926	\$ -	\$ 71,487	\$ 7,149	\$ 64,338
A.6.1	FS 28_GLNDL28	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ 71,182	\$ 7,118	\$ 64,064
A.6.1	FS 3_LACF003	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,724	\$ 8,765	\$ 6,926	\$ -	\$ 62,986	\$ 6,299	\$ 56,687
A.6.1	FS 4_LACF004	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,961	\$ 8,765	\$ 6,926	\$ -	\$ 63,223	\$ 6,322	\$ 56,901
A.6.1	FS 16_LACF016	\$ 6,510	\$ 13,819	\$ 16,242	\$ 17,325	\$ 8,765	\$ 6,926	\$ -	\$ 69,587	\$ 6,959	\$ 62,628
A.6.1	FS 21_LACF021	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ 62,782	\$ 6,278	\$ 56,504
A.6.1	FS 23_LACF023	\$ 6,510	\$ 13,819	\$ 16,242	\$ 18,566	\$ 8,765	\$ 6,926	\$ -	\$ 70,828	\$ 7,083	\$ 63,745
A.6.1	FS 24_LACF024	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,688	\$ 8,765	\$ 6,926	\$ -	\$ 71,350	\$ 7,135	\$ 64,215
A.6.1	FS 28_LACF028	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ 62,782	\$ 6,278	\$ 56,504
A.6.1	FS 30_LACF030	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,895	\$ 8,765	\$ 6,926	\$ -	\$ 63,157	\$ 6,316	\$ 56,841
A.6.1	FS 31_LACF031	\$ 6,510	\$ 13,819	\$ 16,242	\$ 16,057	\$ 8,765	\$ 6,926	\$ -	\$ 68,319	\$ 6,832	\$ 61,487
A.6.1	FS 38_LACF038	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ 62,782	\$ 6,278	\$ 56,504
A.6.1	FS 44_LACF044	\$ 6,510	\$ 22,219	\$ 16,242	\$ 16,131	\$ 8,765	\$ 6,926	\$ -	\$ 76,793	\$ 7,679	\$ 69,114
A.6.1	FS 48_LACF048	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,773	\$ 8,765	\$ 6,926	\$ -	\$ 71,435	\$ 7,144	\$ 64,291
A.6.1	FS 50_LACF050	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,773	\$ 8,765	\$ 6,926	\$ -	\$ 63,035	\$ 6,304	\$ 56,731
A.6.1	FS 53_LACF053	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ 71,182	\$ 7,118	\$ 64,064
A.6.1	FS 56_LACF056	\$ 6,510	\$ 22,219	\$ 16,242	\$ 14,920	\$ 8,765	\$ 6,926	\$ -	\$ 75,582	\$ 7,558	\$ 68,024
A.6.1	FS 58_LACF058	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,727	\$ 8,765	\$ 6,926	\$ -	\$ 62,989	\$ 6,299	\$ 56,690
A.6.1	FS 59_LACF059	\$ 6,510	\$ 22,219	\$ 16,242	\$ 12,940	\$ 8,765	\$ 6,926	\$ -	\$ 73,602	\$ 7,360	\$ 66,242
A.6.1	FS 61_LACF061	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	FS 65_LACF065	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	FS 68_LACF068	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	FS 69_LACF069	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	FS 71_LACF071	\$ 6,510	\$ 17,895	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 41,070	\$ 4,107	\$ 36,963
A.6.1	FS 72_LACF072	\$ 6,510	\$ 17,895	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 41,070	\$ 4,107	\$ 36,963
A.6.1	FS 73_LACF073	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ 71,182	\$ 7,118	\$ 64,064
A.6.1	FS 76_LACF076	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	FS 77_LACF077	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	FS 78_LACF078	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	FS 79_LACF079	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,878	\$ 8,765	\$ 6,926	\$ -	\$ 71,540	\$ 7,154	\$ 64,386
A.6.1	FS 80_LACF080	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Installation and Commission Details						Unilateral Option Sum	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Microwave Installation	Site Commissioning Microwave	Site Commissioning LTE	Project Administration per Site (Note 1)				
A.6.1	FS 81_LACF081	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	FS 83_LACF083	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,727	\$ 8,765	\$ 6,926	\$ -	\$ 71,389	\$ 7,139	\$ 64,250
A.6.1	FS 84_LACF084	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,871	\$ 8,765	\$ 6,926	\$ -	\$ 71,533	\$ 7,153	\$ 64,380
A.6.1	FS 85_LACF085	\$ 6,510	\$ 22,219	\$ 16,242	\$ 16,180	\$ 8,765	\$ 6,926	\$ -	\$ 76,842	\$ 7,684	\$ 69,158
A.6.1	FS 86_LACF086	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	FS 87_LACF087	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,727	\$ 8,765	\$ 6,926	\$ -	\$ 62,989	\$ 6,299	\$ 56,690
A.6.1	FS 88_LACF088	\$ 6,510	\$ 17,895	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 41,070	\$ 4,107	\$ 36,963
A.6.1	FS 90_LACF090	\$ 6,510	\$ 13,819	\$ 16,242	\$ 15,087	\$ 8,765	\$ 6,926	\$ -	\$ 67,349	\$ 6,735	\$ 60,614
A.6.1	FS 91_LACF091	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,727	\$ 8,765	\$ 6,926	\$ -	\$ 71,389	\$ 7,139	\$ 64,250
A.6.1	FS 92_LACF092	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,980	\$ 8,765	\$ 6,926	\$ -	\$ 71,642	\$ 7,164	\$ 64,478
A.6.1	FS 93_LACF093	\$ 6,510	\$ 22,219	\$ 16,242	\$ 13,451	\$ 8,765	\$ 6,926	\$ -	\$ 74,113	\$ 7,411	\$ 66,702
A.6.1	FS 95_LACF095	\$ 6,510	\$ 13,819	\$ 16,242	\$ 18,779	\$ 8,765	\$ 6,926	\$ -	\$ 71,041	\$ 7,104	\$ 63,937
A.6.1	FS 96_LACF096	\$ 6,510	\$ 13,819	\$ 16,242	\$ 16,085	\$ 8,765	\$ 6,926	\$ -	\$ 68,347	\$ 6,835	\$ 61,512
A.6.1	FS 98_LACF098	\$ 6,510	\$ 13,819	\$ 16,242	\$ 16,193	\$ 8,765	\$ 6,926	\$ -	\$ 68,455	\$ 6,846	\$ 61,609
A.6.1	FS 99_LACF099	\$ 6,510	\$ 19,390	\$ 15,736	\$ 10,727	\$ 8,765	\$ 6,926	\$ -	\$ 68,054	\$ 6,805	\$ 61,249
A.6.1	FS 102_LACF102	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ 71,182	\$ 7,118	\$ 64,064
A.6.1	FS 105_LACF105	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,727	\$ 8,765	\$ 6,926	\$ -	\$ 62,989	\$ 6,299	\$ 56,690
A.6.1	FS 106_LACF106	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ 71,182	\$ 7,118	\$ 64,064
A.6.1	FS 107_LACF107	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,714	\$ 8,765	\$ 6,926	\$ -	\$ 71,376	\$ 7,138	\$ 64,238
A.6.1	FS108_LACF108	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	FS 111_LACF111	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ 71,182	\$ 7,118	\$ 64,064
A.6.1	FS 112_LACF112	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,714	\$ 8,765	\$ 6,926	\$ -	\$ 71,376	\$ 7,138	\$ 64,238
A.6.1	FS 114_LACF114	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,776	\$ 8,765	\$ 6,926	\$ -	\$ 71,438	\$ 7,144	\$ 64,294
A.6.1	FS 117_LACF117	\$ 6,510	\$ 22,219	\$ 16,242	\$ 12,030	\$ 8,765	\$ 6,926	\$ -	\$ 72,692	\$ 7,269	\$ 65,423
A.6.1	FS 118_LACF118	\$ 6,510	\$ 13,819	\$ 16,242	\$ 12,953	\$ 8,765	\$ 6,926	\$ -	\$ 65,215	\$ 6,522	\$ 58,693
A.6.1	FS 120_LACF120	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	FS 123_LACF123	\$ 6,510	\$ 22,219	\$ 16,242	\$ 12,953	\$ 8,765	\$ 6,926	\$ -	\$ 73,615	\$ 7,362	\$ 66,253
A.6.1	FS 129_LACF129	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,871	\$ 8,765	\$ 6,926	\$ -	\$ 71,533	\$ 7,153	\$ 64,380
A.6.1	FS 132_LACF132	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,727	\$ 8,765	\$ 6,926	\$ -	\$ 71,389	\$ 7,139	\$ 64,250
A.6.1	FS 140_LACF140	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	FS 141_LACF141	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	FS 144_LACF144	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	FS 146_LACF146	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	FS 149_LACF149	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	FS 151_LACF151	\$ 6,510	\$ 22,219	\$ 16,242	\$ 11,996	\$ 8,765	\$ 6,926	\$ -	\$ 72,658	\$ 7,266	\$ 65,392

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Installation and Commission Details						Unilateral Option Sum	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Microwave Installation	Site Commissioning Microwave	Site Commissioning LTE	Project Administration per Site (Note 1)				
A.6.1	FS153_LACF153	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ 71,182	\$ 7,118	\$ 64,064
A.6.1	FS 154_LACF154	\$ 6,510	\$ 22,219	\$ 16,242	\$ 13,443	\$ 8,765	\$ 6,926	\$ -	\$ 74,105	\$ 7,411	\$ 66,694
A.6.1	FS 157_LACF157	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	FS 159_LACF159	\$ 6,510	\$ 13,819	\$ 16,242	\$ 18,330	\$ 8,765	\$ 6,926	\$ -	\$ 70,592	\$ 7,059	\$ 63,533
A.6.1	FS 161_LACF161	\$ 6,510	\$ 13,819	\$ 16,242	\$ 12,915	\$ 8,765	\$ 6,926	\$ -	\$ 65,177	\$ 6,518	\$ 58,659
A.6.1	FS 162_LACF162	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ 62,782	\$ 6,278	\$ 56,504
A.6.1	FS 163_LACF163	\$ 6,510	\$ 13,819	\$ 16,242	\$ 16,112	\$ 8,765	\$ 6,926	\$ -	\$ 68,374	\$ 6,837	\$ 61,537
A.6.1	FS 164_LACF164	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,724	\$ 8,765	\$ 6,926	\$ -	\$ 62,986	\$ 6,299	\$ 56,687
A.6.1	FS 169_LACF169	\$ 6,510	\$ 13,819	\$ 16,242	\$ 13,101	\$ 8,765	\$ 6,926	\$ -	\$ 65,363	\$ 6,536	\$ 58,827
A.6.1	FS 171_LACF171	\$ 6,510	\$ 13,819	\$ 16,242	\$ 13,183	\$ 8,765	\$ 6,926	\$ -	\$ 65,445	\$ 6,545	\$ 58,900
A.6.1	FS 173_LACF173	\$ 6,510	\$ 13,819	\$ 16,242	\$ 12,934	\$ 8,765	\$ 6,926	\$ -	\$ 65,196	\$ 6,520	\$ 58,676
A.6.1	FS 181_LACF181	\$ 6,510	\$ 22,219	\$ 16,242	\$ 12,746	\$ 8,765	\$ 6,926	\$ -	\$ 73,408	\$ 7,341	\$ 66,067
A.6.1	FS 183_LACF183	\$ 6,510	\$ 13,819	\$ 16,242	\$ 12,746	\$ 8,765	\$ 6,926	\$ -	\$ 65,008	\$ 6,501	\$ 58,507
A.6.1	FS 184_LACF184	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ 62,782	\$ 6,278	\$ 56,504
A.6.1	FS 187_LACF187	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,776	\$ 8,765	\$ 6,926	\$ -	\$ 71,438	\$ 7,144	\$ 64,294
A.6.1	FS 188_LACF188	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	FS 192_LACF192	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,727	\$ 8,765	\$ 6,926	\$ -	\$ 62,989	\$ 6,299	\$ 56,690
A.6.1	FS 194_LACF194	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,714	\$ 8,765	\$ 6,926	\$ -	\$ 62,976	\$ 6,298	\$ 56,678
A.6.1	CP 2_LACFCP02	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	CP 9_LACFCP09	\$ 6,510	\$ 22,219	\$ 16,242	\$ 16,167	\$ 8,765	\$ 6,926	\$ -	\$ 76,829	\$ 7,683	\$ 69,146
A.6.1	CP 14_LACFCP14	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	LAC/HARBOR+UCLA MEDICAL CENTER_LACHAR	\$ 2,184	\$ 18,034	\$ 19,133	\$ 10,708	\$ 8,765	\$ 6,926	\$ -	\$ 65,750	\$ 6,575	\$ 59,175
A.6.1	LAC/OLIVEVIEW+UCLA_LACOLV	\$ 2,184	\$ 26,787	\$ 19,133	\$ 12,940	\$ 8,765	\$ 6,926	\$ -	\$ 76,735	\$ 7,674	\$ 69,061
A.6.1	LAC/USC MEDICAL CENTER_LACUSC	\$ 2,184	\$ 18,034	\$ 19,133	\$ 10,724	\$ 8,765	\$ 6,926	\$ -	\$ 65,766	\$ 6,577	\$ 59,189
A.6.1	FS 005_LAFD005	\$ 6,510	\$ 13,819	\$ 16,242	\$ 9,439	\$ 8,765	\$ 6,926	\$ -	\$ 61,701	\$ 6,170	\$ 55,531
A.6.1	FS 012_LAFD012	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ 62,782	\$ 6,278	\$ 56,504
A.6.1	FS 015_LAFD015	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,724	\$ 8,765	\$ 6,926	\$ -	\$ 62,986	\$ 6,299	\$ 56,687
A.6.1	FS 016_LAFD016	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ 62,782	\$ 6,278	\$ 56,504
A.6.1	FS 019_LAFD019	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ 71,182	\$ 7,118	\$ 64,064
A.6.1	FS 029_LAFD029	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ 62,782	\$ 6,278	\$ 56,504
A.6.1	FS 035_LAFD035	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	FS 042_LAFD042	\$ 6,510	\$ 13,819	\$ 16,242	\$ 11,826	\$ 8,765	\$ 6,926	\$ -	\$ 64,088	\$ 6,409	\$ 57,679
A.6.1	FS 044_LAFD044	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,724	\$ 8,765	\$ 6,926	\$ -	\$ 62,986	\$ 6,299	\$ 56,687

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		Cabinet Installation	LTE Antenna Installation	Microwave Installation	Site Commissioning Microwave	Site Commissioning LTE	Project Administration per Site (Note 1)				
A.6.1	FS 047_LAFD047	\$ 6,510	\$ 14,118	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 37,293	\$ 3,729	\$ 33,564
A.6.1	FS 049_LAFD049	\$ 6,510	\$ 13,819	\$ 16,242	\$ 13,338	\$ 8,765	\$ 6,926	\$ -	\$ 65,600	\$ 6,560	\$ 59,040
A.6.1	FS 055_LAFD055	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ 62,782	\$ 6,278	\$ 56,504
A.6.1	FS 061_LAFD061	\$ 6,510	\$ 13,819	\$ 16,242	\$ 13,046	\$ 8,765	\$ 6,926	\$ -	\$ 65,308	\$ 6,531	\$ 58,777
A.6.1	FS 066_LAFD066	\$ 6,510	\$ 13,819	\$ 16,242	\$ 12,727	\$ 8,765	\$ 6,926	\$ -	\$ 64,989	\$ 6,499	\$ 58,490
A.6.1	FS 074_LAFD074	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	FS 076_LAFD076	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	FS 077_LAFD077	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	FS 079_LAFD079	\$ 6,510	\$ 13,819	\$ 16,242	\$ 17,542	\$ 8,765	\$ 6,926	\$ -	\$ 69,804	\$ 6,980	\$ 62,824
A.6.1	FS 080_LAFD080	\$ 6,510	\$ 14,118	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 37,293	\$ 3,729	\$ 33,564
A.6.1	FS 081_LAFD081	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,724	\$ 8,765	\$ 6,926	\$ -	\$ 62,986	\$ 6,299	\$ 56,687
A.6.1	FS 082_LAFD082	\$ 6,510	\$ 22,219	\$ 16,242	\$ 11,867	\$ 8,765	\$ 6,926	\$ -	\$ 72,529	\$ 7,253	\$ 65,276
A.6.1	FS 084_LAFD084	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,825	\$ 8,765	\$ 6,926	\$ -	\$ 71,487	\$ 7,149	\$ 64,338
A.6.1	FS 085_LAFD085	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,895	\$ 8,765	\$ 6,926	\$ -	\$ 63,157	\$ 6,316	\$ 56,841
A.6.1	FS 088_LAFD088	\$ 6,510	\$ 22,219	\$ 16,242	\$ 12,940	\$ 8,765	\$ 6,926	\$ -	\$ 73,602	\$ 7,360	\$ 66,242
A.6.1	FS 093_LAFD093	\$ 6,510	\$ 22,219	\$ 16,242	\$ 12,953	\$ 8,765	\$ 6,926	\$ -	\$ 73,615	\$ 7,362	\$ 66,253
A.6.1	FS 094_LAFD094	\$ 6,510	\$ 13,819	\$ 16,242	\$ 11,923	\$ 8,765	\$ 6,926	\$ -	\$ 64,185	\$ 6,419	\$ 57,766
A.6.1	FS 095_LAFD095	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ 62,782	\$ 6,278	\$ 56,504
A.6.1	FS 096_LAFD096	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,770	\$ 8,765	\$ 6,926	\$ -	\$ 71,432	\$ 7,143	\$ 64,289
A.6.1	FS 097_LAFD097	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,714	\$ 8,765	\$ 6,926	\$ -	\$ 71,376	\$ 7,138	\$ 64,238
A.6.1	FS 101_LAFD101	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	FS 105_LAFD105	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ 71,182	\$ 7,118	\$ 64,064
A.6.1	FS 114_LAFD114	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,961	\$ 8,765	\$ 6,926	\$ -	\$ 63,223	\$ 6,322	\$ 56,901
A.6.1	Hermosa HQ_LALG100	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,521	\$ 8,765	\$ 6,926	\$ -	\$ 62,783	\$ 6,278	\$ 56,505
A.6.1	Zuma Lifeguard HQ_LALG300	\$ 6,510	\$ 19,390	\$ 15,736	\$ 10,727	\$ 8,765	\$ 6,926	\$ -	\$ 68,054	\$ 6,805	\$ 61,249
A.6.1	Lifeguard Division_LALG-HQ	\$ 6,510	\$ 13,819	\$ 16,242	\$ 12,953	\$ 8,765	\$ 6,926	\$ -	\$ 65,215	\$ 6,522	\$ 58,693
A.6.1	Lancaster_LAN 77TH Street Area Complex_LAPD077	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,871	\$ 8,765	\$ 6,926	\$ -	\$ 71,533	\$ 7,153	\$ 64,380
A.6.1	Central Area Complex_LAPDCEN Devonshire Area station_LAPDDVN	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,501	\$ 8,765	\$ 6,926	\$ -	\$ 62,763	\$ 6,276	\$ 56,487
A.6.1	Foothill Area station_LAPDFTH	\$ 6,510	\$ 22,219	\$ 16,242	\$ 15,371	\$ 8,765	\$ 6,926	\$ -	\$ 76,033	\$ 7,603	\$ 68,430
A.6.1	Hollenbeck Area station_LAPDHLB	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,537	\$ 8,765	\$ 6,926	\$ -	\$ 62,799	\$ 6,280	\$ 56,519
A.6.1	Hollywood Area station_LAPDHWD	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,583	\$ 8,765	\$ 6,926	\$ -	\$ 71,245	\$ 7,125	\$ 64,120

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Installation and Commission Details						Unilateral Option Sum	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Microwave Installation	Site Commissioning Microwave	Site Commissioning LTE	Project Administration per Site (Note 1)				
A.6.1	Mission Area station_LAPDMIS	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,825	\$ 8,765	\$ 6,926	\$ -	\$ 71,487	\$ 7,149	\$ 64,338
A.6.1	Northeast Area station_LAPDNED	\$ 6,510	\$ 22,219	\$ 16,242	\$ 9,260	\$ 8,765	\$ 6,926	\$ -	\$ 69,922	\$ 6,992	\$ 62,930
A.6.1	North Hollywood Area Station_LAPDNHD	\$ 6,510	\$ 22,219	\$ 16,242	\$ 11,972	\$ 8,765	\$ 6,926	\$ -	\$ 72,634	\$ 7,263	\$ 65,371
A.6.1	Newton_LAPDNWT	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,911	\$ 8,765	\$ 6,926	\$ -	\$ 63,173	\$ 6,317	\$ 56,856
A.6.1	Olympic Area station_LAPDOLY	\$ 6,510	\$ 13,819	\$ 16,242	\$ 14,900	\$ 8,765	\$ 6,926	\$ -	\$ 67,162	\$ 6,716	\$ 60,446
A.6.1	Pacific Area station_LAPDPAC	\$ 6,510	\$ 13,819	\$ 16,242	\$ 13,390	\$ 8,765	\$ 6,926	\$ -	\$ 65,652	\$ 6,565	\$ 59,087
A.6.1	Rampart Area station_LAPDRAM	\$ 6,510	\$ 13,819	\$ 16,242	\$ 9,447	\$ 8,765	\$ 6,926	\$ -	\$ 61,709	\$ 6,171	\$ 55,538
A.6.1	Topanga Area station_LAPDTOP	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,521	\$ 8,765	\$ 6,926	\$ -	\$ 62,783	\$ 6,278	\$ 56,505
A.6.1	Valley Dispatch Center_LAPDVDC	\$ 6,510	\$ 22,219	\$ 16,242	\$ 22,449	\$ 8,765	\$ 6,926	\$ -	\$ 83,111	\$ 8,311	\$ 74,800
A.6.1	Van Nuys Area station_LAPDVNS	\$ 6,510	\$ 13,819	\$ 16,242	\$ 13,000	\$ 8,765	\$ 6,926	\$ -	\$ 65,262	\$ 6,526	\$ 58,736
A.6.1	Wilshire Area station_LAPDWIL	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,825	\$ 8,765	\$ 6,926	\$ -	\$ 63,087	\$ 6,309	\$ 56,778
A.6.1	West Los Angeles Area station_LAPDWLA	\$ 6,510	\$ 13,819	\$ 16,242	\$ 14,920	\$ 8,765	\$ 6,926	\$ -	\$ 67,182	\$ 6,718	\$ 60,464
A.6.1	West Valley Area facility_LAPDWVD	\$ 6,510	\$ 13,819	\$ 16,242	\$ 15,005	\$ 8,765	\$ 6,926	\$ -	\$ 67,267	\$ 6,727	\$ 60,540
A.6.1	Altadena_LASDALD	\$ 6,510	\$ 22,219	\$ 16,242	\$ 12,956	\$ 8,765	\$ 6,926	\$ -	\$ 73,618	\$ 7,362	\$ 66,256
A.6.1	Carson_LASDCSN	\$ 6,510	\$ 13,819	\$ 16,242	\$ 17,426	\$ 8,765	\$ 6,926	\$ -	\$ 69,688	\$ 6,969	\$ 62,719
A.6.1	Crescenta Valley_LASDCVS	\$ 6,510	\$ 22,219	\$ 16,242	\$ 13,052	\$ 8,765	\$ 6,926	\$ -	\$ 73,714	\$ 7,371	\$ 66,343
A.6.1	Industry_LASDIDT	\$ 6,510	\$ 13,819	\$ 16,242	\$ 16,180	\$ 8,765	\$ 6,926	\$ -	\$ 68,442	\$ 6,844	\$ 61,598
A.6.1	Lakewood_LASDLKD	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,945	\$ 8,765	\$ 6,926	\$ -	\$ 63,207	\$ 6,321	\$ 56,886
A.6.1	Lennox (Closed)_LASDLNX	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,501	\$ 8,765	\$ 6,926	\$ -	\$ 62,763	\$ 6,276	\$ 56,487
A.6.1	North County Correctional Facility_LASDNCC	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	Norwalk_LASDNWK	\$ 6,510	\$ 13,819	\$ 16,242	\$ 18,792	\$ 8,765	\$ 6,926	\$ -	\$ 71,054	\$ 7,105	\$ 63,949
A.6.1	Pico Rivera_LASDPRV	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,825	\$ 8,765	\$ 6,926	\$ -	\$ 63,087	\$ 6,309	\$ 56,778
A.6.1	Santa Clarita Valley_LASDSCV	\$ 6,510	\$ 22,219	\$ 16,242	\$ 12,746	\$ 8,765	\$ 6,926	\$ -	\$ 73,408	\$ 7,341	\$ 66,067
A.6.1	San Dimas_LASDSDM	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	Temple_LASDTEM	\$ 6,510	\$ 22,219	\$ 16,242	\$ 15,250	\$ 8,765	\$ 6,926	\$ -	\$ 75,912	\$ 7,591	\$ 68,321
A.6.1	FS 2_LBFD002	\$ 6,510	\$ 13,819	\$ 16,242	\$ 12,746	\$ 8,765	\$ 6,926	\$ -	\$ 65,008	\$ 6,501	\$ 58,507
A.6.1	FS 6_LBFD006	\$ 6,510	\$ 14,118	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 37,293	\$ 3,729	\$ 33,564
A.6.1	FS 9_LBFD009	\$ 6,510	\$ 13,819	\$ 16,242	\$ 20,240	\$ 8,765	\$ 6,926	\$ -	\$ 72,502	\$ 7,250	\$ 65,252
A.6.1	FS 12_LBFD012	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,727	\$ 8,765	\$ 6,926	\$ -	\$ 62,989	\$ 6,299	\$ 56,690
A.6.1	FS 13_LBFD013	\$ 6,510	\$ 14,118	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 37,293	\$ 3,729	\$ 33,564
A.6.1	FS 21_LBFD021	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,825	\$ 8,765	\$ 6,926	\$ -	\$ 63,087	\$ 6,309	\$ 56,778

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Installation and Commission Details						Unilateral Option Sum	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Microwave Installation	Site Commissioning Microwave	Site Commissioning LTE	Project Administration per Site (Note 1)				
A.6.1	HQ_LBFD026	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ 62,782	\$ 6,278	\$ 56,504
A.6.1	HQ_LBPDHQ	\$ 2,184	\$ 18,034	\$ 19,133	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ 65,562	\$ 6,556	\$ 59,006
A.6.1	Sylmar Converter Station - E_LDWP220	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ 71,182	\$ 7,118	\$ 64,064
A.6.1	Lost Hills/Malibu_LHS	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	FS 2_LVFD002	\$ 6,510	\$ 22,219	\$ 16,242	\$ 12,940	\$ 8,765	\$ 6,926	\$ -	\$ 73,602	\$ 7,360	\$ 66,242
A.6.1	La Verne PD_LVRNPD	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ 71,182	\$ 7,118	\$ 64,064
A.6.1	FS 1_MBF001	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,567	\$ 8,765	\$ 6,926	\$ -	\$ 62,829	\$ 6,283	\$ 56,546
A.6.1	Mira Loma Detention Facility_MLM	\$ 6,510	\$ 22,219	\$ 16,242	\$ 13,291	\$ 8,765	\$ 6,926	\$ -	\$ 73,953	\$ 7,395	\$ 66,558
A.6.1	Monrovia PD_MNRVPD	\$ 6,510	\$ 22,219	\$ 16,242	\$ 12,660	\$ 8,765	\$ 6,926	\$ -	\$ 73,322	\$ 7,332	\$ 65,990
A.6.1	Montebello PD_MNTBLPD	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ 62,782	\$ 6,278	\$ 56,504
A.6.1	Monterey Park PD_MNTPKPD	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,727	\$ 8,765	\$ 6,926	\$ -	\$ 62,989	\$ 6,299	\$ 56,690
A.6.1	Mount Olivet Reservoir_MOR	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ 71,182	\$ 7,118	\$ 64,064
A.6.1	FS 2_MRFD002	\$ 6,510	\$ 22,219	\$ 16,242	\$ 12,567	\$ 8,765	\$ 6,926	\$ -	\$ 73,229	\$ 7,323	\$ 65,906
A.6.1	FS 3_MTBFD03	\$ 6,510	\$ 13,819	\$ 16,242	\$ 11,647	\$ 8,765	\$ 6,926	\$ -	\$ 63,909	\$ 6,391	\$ 57,518
A.6.1	Mount Washington_MTW	\$ 6,510	\$ 13,819	\$ 16,242	\$ 13,132	\$ 8,765	\$ 6,926	\$ -	\$ 65,394	\$ 6,539	\$ 58,855
A.6.1	Goodrich_PASA001	\$ 6,510	\$ 22,219	\$ 16,242	\$ 12,981	\$ 8,765	\$ 6,926	\$ -	\$ 73,643	\$ 7,364	\$ 66,279
A.6.1	FS 33_PASFD33	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,612	\$ 8,765	\$ 6,926	\$ -	\$ 71,274	\$ 7,127	\$ 64,147
A.6.1	Puente Hills_PHN	\$ 6,510	\$ 22,219	\$ 16,242	\$ 23,823	\$ 8,765	\$ 6,926	\$ -	\$ 84,485	\$ 8,449	\$ 76,036
A.6.1	Palmdale_PLM	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,684	\$ 8,765	\$ 6,926	\$ -	\$ 71,346	\$ 7,135	\$ 64,211
A.6.1	LAC/RANCHO LOS AMIGOS NATIONAL REHAB CTR_RANCHO	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,612	\$ 8,765	\$ 6,926	\$ -	\$ 62,874	\$ 6,287	\$ 56,587
A.6.1	FS 2_RDBFD02	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,875	\$ 8,765	\$ 6,926	\$ -	\$ 63,137	\$ 6,314	\$ 56,823
A.6.1	Redondo Beach PD_RDNBPD	\$ 6,510	\$ 13,006	\$ 15,946	\$ 10,770	\$ 8,765	\$ 6,926	\$ -	\$ 61,923	\$ 6,192	\$ 55,731
A.6.1	Reservoir Hill_REH	\$ 6,510	\$ 13,819	\$ 16,242	\$ 18,864	\$ 8,765	\$ 6,926	\$ -	\$ 71,126	\$ 7,113	\$ 64,013
A.6.1	San Pedro City Hall_SCH	\$ 2,184	\$ 18,034	\$ 19,133	\$ 13,045	\$ 8,765	\$ 6,926	\$ -	\$ 68,087	\$ 6,809	\$ 61,278
A.6.1	Southeast Area station_SEP	\$ 6,510	\$ 13,819	\$ 16,242	\$ 15,973	\$ 8,765	\$ 6,926	\$ -	\$ 68,235	\$ 6,824	\$ 61,411
A.6.1	FS 3_SFSFD03	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ 62,782	\$ 6,278	\$ 56,504
A.6.1	FS 4_SFSFD04	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,727	\$ 8,765	\$ 6,926	\$ -	\$ 62,989	\$ 6,299	\$ 56,690
A.6.1	South L.A._SLA	\$ 6,510	\$ 13,819	\$ 16,242	\$ 16,256	\$ 8,765	\$ 6,926	\$ -	\$ 68,518	\$ 6,852	\$ 61,666
A.6.1	FS 2_SMFD002	\$ 6,510	\$ 20,592	\$ 15,946	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ 69,259	\$ 6,926	\$ 62,333
A.6.1	South Gate PD_SOGTPD	\$ 6,510	\$ 13,819	\$ 16,242	\$ 16,112	\$ 8,765	\$ 6,926	\$ -	\$ 68,374	\$ 6,837	\$ 61,537
A.6.1	San Vicente Peak_SVP	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,727	\$ 8,765	\$ 6,926	\$ -	\$ 71,389	\$ 7,139	\$ 64,250
A.6.1	Southwest Area station_SWP	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,911	\$ 8,765	\$ 6,926	\$ -	\$ 63,173	\$ 6,317	\$ 56,856

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Installation and Commission Details						Unilateral Option Sum	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Microwave Installation	Site Commissioning Microwave	Site Commissioning LTE	Project Administration per Site (Note 1)				
A.6.1	City Hall Radio Tower_TORC001	\$ 6,510	\$ 13,819	\$ 16,242	\$ 16,342	\$ 8,765	\$ 6,926	\$ -	\$ 68,604	\$ 6,860	\$ 61,744
A.6.1	FS 2_TORFD02	\$ 6,510	\$ 22,219	\$ 16,242	\$ 12,953	\$ 8,765	\$ 6,926	\$ -	\$ 73,615	\$ 7,362	\$ 66,253
A.6.1	FS 3_TORFD03	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ 62,782	\$ 6,278	\$ 56,504
A.6.1	FS 4_TORFD04	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ 71,182	\$ 7,118	\$ 64,064
A.6.1	FS 1_VEFD001	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,773	\$ 8,765	\$ 6,926	\$ -	\$ 63,035	\$ 6,304	\$ 56,731
A.6.1	FS 3_VEFD003	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,961	\$ 8,765	\$ 6,926	\$ -	\$ 63,223	\$ 6,322	\$ 56,901
A.6.1	Walnut/Diamond Bar_WAL	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,714	\$ 8,765	\$ 6,926	\$ -	\$ 71,376	\$ 7,138	\$ 64,238
A.6.1	FS 4_WCFD004	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	FS 5_WCFD005	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	West Hollywood_WHD	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ 71,182	\$ 7,118	\$ 64,064
A.6.2	Spares Management	-	-	-	-	-	-	\$ -	\$ 385,629	\$ 38,563	\$ 347,066
A.6.3	Acceptance Testing:	-	-	-	-	-	-	-	-	-	-
A.6.3.27	Functional Test	-	-	-	-	-	-	\$ -	\$ 192,814	\$ 19,281	\$ 173,533
A.6.3.30	Wide Area Coverage Test	-	-	-	-	-	-	\$ -	\$ 2,353,150	\$ 235,315	\$ 2,117,835
A.6.3.32	Waterway Coverage Test	-	-	-	-	-	-	\$ -	\$ 241,018	\$ 24,102	\$ 216,916
A.6.3.33	Freeway Coverage Test	-	-	-	-	-	-	\$ -	\$ 160,679	\$ 16,068	\$ 144,611
A.6.3.34	Special Operational Test	-	-	-	-	-	-	\$ -	\$ 401,696	\$ 40,170	\$ 361,526
A.6.3.35	PSBN Burn-in Test	-	-	-	-	-	-	\$ -	\$ 128,543	\$ 12,854	\$ 115,689
A.6.4	Training	-	-	-	-	-	-	\$ -	\$ 733,339	\$ 73,334	\$ 660,005
A.6.5	Documentation	-	-	-	-	-	-	\$ -	\$ 578,442	\$ 57,844	\$ 520,598
A.6.6	Implementation Phase Acceptance	-	-	-	-	-	-	\$ -	\$ 321,357	\$ 32,136	\$ 289,221
A.6.7	Final PSBN Acceptance	-	-	-	-	-	-	\$ -	\$ 321,357	\$ 32,136	\$ 289,221
Base 22.3.2	Performance Bond for Phase 4 - PSBN Implementation	-	-	-	-	-	-	\$ -	\$ 88,000	\$ -	\$ 88,000
Base 38.3	Total Lease Costs for Phase 4 – PSBN Implementation	-	-	-	-	-	-	\$ -	Included	-	-
TOTAL FOR PHASE 4 - PSBN IMPLEMENTATION:								\$ -	\$ 21,899,970	\$ 2,181,203	\$ 19,718,767

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

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

SCHEDULE OF PAYMENTS

EXHIBIT C.7 - ADDITIVE ALTERNATES

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Unilateral Option Sum (Notes 1 & 2)	Contract Sum - Payable Amount (Notes 1 & 2)	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
ADDITIVE ALTERNATE NO 1. - HOME SUBSCRIBER SERVER (HSS)					
B.8.1	Price to deliver all of Phase 1 – System Design Work for the Home Subscriber Server (HSS)	\$ -	\$ 73,888	\$ 7,389	\$ 66,499
B.8.1	Price to deliver all of Phase 2 – Site Construction and Site Modification Work for the Home Subscriber Server (HSS)	\$ -	\$ 55,121	\$ 5,512	\$ 49,609
B.8.1	Price to deliver all of Phase 3 – Supply PSBN Components Work for the Home Subscriber Server (HSS)	\$ -	\$ 635,527	\$ 63,553	\$ 571,974
B.8.1	Price to deliver all of Phase 4 – PSBN Implementation Work for the Home Subscriber Server (HSS)		\$ 196,352	\$ 19,635	\$ 176,717
Subtotal for Additive Alternate No. 1 - Home Subscriber Server (HSS)		\$ -	\$ 960,888	\$ 96,089	\$ 864,799
ADDITIVE ALTERNATE NO 2. - REDUNDANT EVOLVED PACKET CORE					
B.8.2	Price to deliver all of Phase 1 – System Design Work for the Redundant Evolved Packet Core	\$ -	\$ 321,156	\$ 32,116	\$ 289,040
B.8.2	Price to deliver all of Phase 2 – Site Construction and Site Modification Work for the Redundant Evolved Packet Core	\$ -	\$ 73,494	\$ 7,349	\$ 66,145
B.8.2	Price to deliver all of Phase 3 – Supply PSBN Components Work for the Redundant Evolved Packet Core	\$ -	\$ 2,198,506	\$ 219,851	\$ 1,978,655
B.8.2	Price to deliver all of Phase 4 – PSBN Implementation Work for the Redundant Evolved Packet Core		\$ 988,210	\$ 98,821	\$ 889,389
Subtotal for Additive Alternate No. 2 - Redundant Evolved Packet Core:		\$ -	\$ 3,581,366	\$ 358,137	\$ 3,223,229
ADDITIVE ALTERNATE NO 3. - LOCATION SERVICES					
B.8.3	Price to deliver all of Phase 1 – System Design Work for Location Services	\$ 23,207	\$ -	\$ 2,321	\$ 20,886
B.8.3	Price to deliver all of Phase 2 – Site Construction and Site Modification Work for Location Services	\$ 55,121	\$ -	\$ 5,512	\$ 49,609

Deliverable/ Task No./ Subtask No./ Section No. <i>(Exhibit A, B, or Base Document)</i>	Deliverable	Unilateral Option Sum (Notes 1 & 2)	Contract Sum - Payable Amount (Notes 1 & 2)	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
B.8.3	Price to deliver all of Phase 3 – Supply PSBN Components Work for Location Services	\$ 2,428,689	\$ -	\$ 242,869	\$ 2,185,820
B.8.3	Price to deliver all of Phase 4 – PSBN Implementation Work for Location Services	\$ 85,229	\$ -	\$ 8,523	\$ 76,706
Subtotal for Additive Alternate No. 3 - Location Services:		\$ 2,592,246	\$ -	\$ 259,225	\$ 2,333,021
TOTAL FOR ADDITIVE ALTERNATE NOS. 1 TO 3:		\$ 2,592,246	\$ 4,542,254	\$ 713,451	\$ 6,421,049

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

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

Deliverable/ Task No./ Subtask No./ Section No. <i>(Exhibit A, B, or Base Document)</i>	Deliverable	Unilateral Option Sum (Notes 1 & 2)	Contract Sum - Payable Amount (Notes 1 & 2)	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
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Note 2: Pursuant to Amendment No. 5, effective September ___, 2014, the Authority exercised the Unilateral Option Sum for all Work pertaining to (i) Phase 4 for Additive Alternate No. 1, PSBN Implementation Work for the Home Subscriber Server (HSS), and (ii) Phase 4 for Additive Alternate No. 2, PSBN Implementation Work for the Redundant EPC. In connection therewith, the Unilateral Option Sum for (i) Phase 4 for Additive Alternate No. 1, PSBN Implementation Work for the HSS, and (ii) Phase 4 for Additive Alternate No. 2, PSBN Implementation for the Redundant EPC, all in a total amount of \$1,184,562 was converted into a Contract Sum. The cost for the PSBN Implementation Work for Phase 4 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 5. The cost for PSBN Implementation Work for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C.7 (Additive Alternates) as amended and restated in Amendment No. 5. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).

ADMINISTRATION OF AGREEMENT**1. Authority Key Personnel****1.1 Authority Project Director**

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

Authority Project Director Designees

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Wendy Stallworth-Tait
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1.2 Authority Project Manager and Designee

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Rick Polehonka
LA-RICS Project Manager, LTE
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Monterey Park, CA 91754
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Email: rpolehonka@fedeng.com

2. Contractor Key Personnel**2.1 Contractor Project Director**

Jim Hardimon
Motorola Project Director, LA-RICS PSBN
725 S. Figueroa Avenue, Suite 1855
Los Angeles, CA 90017
Telephone No.: (213) 362-6706
Email: j.hardimon@motorolasolutions.com

2.2 Contractor Project Manager

Jesse Brenton
Motorola Project Manager, LA-RICS PSBN
725 S. Figueroa Avenue, Suite 1855
Los Angeles, CA 90017
Telephone No.: (901) 569-5899
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2.3 Contractor Site Design and Construction Manager

Lee Wilmany
Site Design and Construction Manager, LA-RICS PSBN (General Dynamics)
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2.4 Contractor Security Designees

Jim Hardimon
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Los Angeles, CA 90017
Telephone No.: (213) 362-6706
Email: j.hardimon@motorolasolutions.com

2.5 Contractor Authorized Agents

Jim Hardimon
Motorola Project Director, LA-RICS PSBN
725 S. Figueroa Avenue, Suite 1855
Los Angeles, CA 90017
Telephone No.: (213) 362-6706
Email: j.hardimon@motorolasolutions.com

Signature: _____

Authority Limit: An Amendment that does not increase the Maximum Contract Sum by more than \$500,000.

Karl Zimmer
Director of System Integration
6450 Sequence Drive
San Diego, California 92121
Telephone No: (858) 368-3363
Email: karl.zimmer@motorolasolutions.com

Signature: _____

Authority Limit: An Amendment that does not increase the Maximum Contract Sum by more than \$5,000,000.

Scott Lees
MSSSI Vice President
6540 Sequence Drive
San Diego, CA 92121
Telephone No.: (714) 503-90032
Email: scott.lees.@motorolasolutions.com

Signature: _____

Authority Limit: Authority to sign the Agreement in an amount up to \$180,000,000 and an Amendment that does not increase the Maximum Contract Sum by more than \$10,000,000.

Mark Schmidl
MSSSI Vice President, Sales
6450 Sequence Drive
San Diego, California 92121
Telephone: (858) 368-3288
Email: CSLH14@motorolasolutions.com

Signature: _____

Authority Limit: An Amendment that does not increase the Maximum Contract Sum by more than \$10,000,000.

Kelly Kirwan
Corporate Vice President
6450 Sequence Drive
San Diego, California 92121
Telephone: (858) 368-3370
Email: kelly.kirwan@motorolasolutions.com

Signature: _____

Authority Limit: An Amendment that does not increase the Maximum Contract Sum by more than \$50,000,000.

2.6 Contractor's Office

Local Office:

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