



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS MEETING

Thursday, July 7, 2016 • 9:00 a.m.

Los Angeles County Sheriff's Department
The Hertzberg Davis Forensic Science Center
1800 Paseo Rancho Castilla, Garcia Conference Room #219B
Los Angeles, CA 90032.

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

AGENDA POSTED: June 30, 2016

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

Members:

1. **Sachi Hamai**, CEO, County of Los Angeles
2. **Daryl L. Osby**, Vice-Chair, Fire Chief, County of Los Angeles Fire Dept.
3. **Jim McDonnell**, Chair, Sheriff, County of Los Angeles Sheriff's Dept.
4. **Cathy Chidester**, Dir., EMS Agency, County of LADHS
5. **Chris Donovan**, Fire Chief, City of El Segundo Fire Dept.
6. **Larry Giannone**, Chief of Police, City of Sierra Madre Police Dept.
7. **Mark R. Alexander**, City Manager, CA Contract Cities Assoc.
8. **Mark Fronterotta**, Chief of Police, City of Inglewood Police Dept.
9. **Michael Langston**, Chief of Police, City of Signal Hill Police Dept.
10. **Kim Raney**, Chief of Police, City of Covina Police Dept.

Alternates:

John Geiger, General Manager, CEO, County of Los Angeles
Chris Bundesen, Asst., Fire Chief, County of Los Angeles Fire Dept.
Dean Gialamas, Division Dir., County of Los Angeles Sheriff's Dept.
Kay Fruhwirth, Asst., Dir., EMS Agency, County of LADHS
Joe Ortiz, Captain, City of Sierra Madre Police Dept.
Sam Olivito, Executive Dir., CA Contract Cities Assoc.
David Salcedo, Captain, City of Inglewood Police Dept.
Chris Nunley, Captain, City of Signal Hill Police Dept.
David Povero, Captain, City of Covina Police Dept.

Officers:

John Radeleff, Interim Executive Director
John Naimo, County of Los Angeles Auditor-Controller
Joseph Kelly, County of Los Angeles, Treasurer and Tax Collector
Priscilla Lara, Board Secretary



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

I. CALL TO ORDER

II. ANNOUNCE QUORUM – Roll Call

III. APPROVAL OF MINUTES (A-D)

A. March 29, 2016 – Regular Meeting Minutes

Agenda Item A

B. April 7, 2016 – None – Board Meeting Cancelled

C. May 5, 2016 – Regular Meeting Minutes

Agenda Item C

D. June 2, 2016 – None – Board Meeting Cancelled

IV. PUBLIC COMMENTS

V. CONSENT CALENDAR – (None)

VI. REPORTS (E-F)

E. Director’s Report – John Radeleff

F. Project Manager’s Report – Chris Odenthal

Agenda Item F

VII. DISCUSSION ITEMS (G-I)

G. Outreach Update

Agenda Item G

H. Replacement of Oversight Committee Member

Agenda Item H



I. Project Demonstration

Agenda Item I

VIII. ADMINISTRATIVE MATTERS (J-O)

J. APPROVE THE FISCAL-YEAR 2016-17 PROPOSED LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY OPERATING BUDGET

It is recommended that your Board:

It is recommended that the Los Angeles Regional Interoperable Communications System Authority (Authority) approve the enclosed Fiscal-Year 2016-17 Proposed Operating Budget of \$106,341,000 to be utilized for the continued operation of the Authority.

Agenda Item J

K. REQUEST TO REINSTATE THE CITY OF BELL AS A MEMBER IN LA-RICS

It is recommended that your Board:

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

Agenda Item K

L. AMENDMENT NO. 21 TO THE PROJECT AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

It is recommended that your Board:

1. Approve Amendment No. 21 to the Project and Construction Management Services contract with Jacobs, in substantially similar form to the enclosed, to reflect the following:
 - a. Shift funds in the amount of \$1,274,360 from Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and



Phase 4 (System Integration) to Phase 1 (System Design) to ensure sufficient funds to cover Phase 1 activities for the LMR project of the Agreement Budget due to extended design activities related to certain federal sites.

- b. Reflect an increase in the amount of \$369,541 for Long Term Evolution (LTE) Work related to the development of the Phase 2 buildout of the Public Safety Broadband Network (PSBN) for July 2016 through September 2016, contingent upon final approval from the National Oceanic and Atmospheric Administration (NOAA).
 - c. Replace the Jacobs' contract Rate Schedule to reflect changes to the Jacobs' staffing.
 - d. Replace the Administration of Agreement to the Jacobs' contract to reflect changes to Jacobs' management assigned to the LA-RICS project.
 - e. Increase the Maximum Contract Sum by \$369,541 for the LTE project of the Agreement Budget from \$37,009,416, to \$37,378,957.
2. Delegate authority to the Interim Executive Director to execute Amendment No. 21 with Jacobs, substantially similar in form to the enclosed, and issue one or more Notices to Proceed for this Work.

Agenda Item L

M. APPROVE MEMORANDUM OF UNDERSTANDING FOR USE OF LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS) USER EQUIPMENT ON THE LAND MOBILE RADIO (LMR) SYSTEM EARLY DEPLOYMENT SYSTEM

It is recommended that your Board:

1. Delegate authority to the Interim Executive Director to execute MOUs with agencies, substantially similar in form to the enclosed, which would allow the Authority to loan User Equipment to agencies and utilize the User Equipment on the LMR Early Deployment System.



2. Delegate authority to the Interim Executive Director, or his equivalent, to approve and execute amendments to the MOUs, provided they are approved as to form by Counsel to the Authority.

Agenda Item M

N. APPROVE MEMORANDUM OF UNDERSTANDING FOR USE OF LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS) PUBLIC SAFETY BROADBAND NETWORK (PSBN) DEVICES

It is recommended that your Board:

1. Delegate authority to the Interim Executive Director to execute MOUs with agencies, substantially similar in form to the enclosed, which would allow the Authority to loan Authority purchased PSBN Devices to agencies for use on the PSBN.
2. Delegate authority to the Interim Executive Director, or his equivalent, to approve and execute amendments to the MOUs, provided they are approved as to form by Counsel to the Authority.

Agenda Item N

O. APPROVE SITE ACCESS AGREEMENTS, CONSENT TO SITE ACCESS AGREEMENTS, AND A LICENSE AND INDEMNITY AGREEMENT FOR LAND MOBILE RADIO SYSTEM SITES

It is recommended that your Board:

1. Find that (a) approval of all of the Agreements for the sites listed in Enclosure 1 is within the scope of the Board's March 29, 2016, approval of design, construction, implementation, operation, and maintenance of LMR infrastructure at forty-four (44) sites analyzed in the Final Environmental Impact Report (EIR) for the Los Angeles Regional Interoperability Communications System (LA-RICS) LMR System, which was recommended for certification to the Board on March 29, 2016; (b) there are no changes to the project or to the circumstances under which the project is undertaken since the approval that would result in new effects or the need for new mitigation; and (c) no new environmental document is required.
2. Authorize the Interim Executive Director to finalize and execute, substantially similar in form to the enclosed, one or more SAAs, Consent to SAAs, and



License and Indemnity Agreement with the County of Los Angeles, Southern California Edison Company, Ralphs Trust, and Morrison Ranch Estates Homeowners Association.

Agenda Item O

IX. MISCELLANEOUS – (None)

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

XI. CLOSED SESSION REPORT

1. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation (subdivision (d) (2) and (d) (4) of Government Code Section 54956.9) (1 case)
2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(Government Code Section 54957(b)(1))
Title: Executive Director / Interim Executive Director
3. PUBLIC EMPLOYMENT
(Government Code Section 54957(b)(1))
Title: Executive Director / Interim Executive Director
4. CONFERENCE WITH LABOR NEGOTIATORS
(Government Code Section 54957.6)

XII. ADJOURNMENT and NEXT MEETING:

Thursday, August 4, 2016, at 9:00 a.m., at the Los Angeles Sheriff's Department, Scientific Services Bureau, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.



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

March 29, 2016
The Hertzberg Davis Forensic Science Center
1800 Paseo Rancho Castilla, Conference Room 263
Los Angeles, CA 90032

Board Members Present:

Cathy Chidester, Director, EMS Agency, County of Los Angeles Department of Health Services

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

Mark Fronterotta, Chief of Police, City of Inglewood Police Dept.

Kim Raney, Chief of Police, City of Covina Police Dept.

Alternates For Board Members Present:

John Geiger, General Manager, alternate for Sachi Hamai, CEO, County of Los Angeles

Chris Bundesen, Vice-Chair, Asst., Fire Chief, County of Los Angeles Fire Dept.

Dean Gialamas, Division Dir., alternate for Jim McDonnell, Chair, Sheriff, Los Angeles County Sheriff's Dept.

Chris Donovan, Fire Chief, City of El Segundo Fire Dept.

Joe Ortiz, Captain, City of Sierra Madre Police Dept.

Officers Present:

John Radeleff, LA-RICS Interim Executive Director

Absent:

Michael Langston, Chief of Police, City of Covina Police Dept.



I. CALL TO ORDER

Director Dean Gialamas called the meeting of the Board to order. Director Gialamas welcomed Chief of Police, Mark Fronterotta, City of Inglewood Police Department and Captain, Chris Nunley, City of Signal Hill Police Department.

II. ANNOUNCE QUORUM – Roll Call

Director Gialamas acknowledged that a quorum was present and asked for a roll call.

Director Gialamas stated he is taking an item out of order and going into closed session. Counsel Truc Moore announced closed session at 9:05 a.m. Counsel Moore then announced open session at 9:16 a.m., and stated that the Brown Act does not require a report. Director Gialamas stated we have one speaker, Mr. Michael Leslie.

Mr. Leslie stated he represents the Brentwood Hills Homeowners Association (BHHA), a group of 450 homes with direct visibility throughout the Santa Monica Mountains including the Green Mountain site and Topanga site. Mr. Leslie stated that he also represents the Federation of Hillside and Canyon Associations, Inc., which submitted a letter on the environmental analysis prepared under California Environmental Quality Act (CEQA). According to Mr. Leslie, the Federation of Hillside and Canyon Associations represents 250,000 homeowners throughout the Santa Monica Mountains and 45 different community groups. Mr. Leslie stated that he had reviewed the responses provided from LA-RICS staff on the Draft Environmental Impact Report (DEIR) and found them inadequate.

Mr. Leslie objected to the time frame to review the Final EIR and to notice of this meeting. He also objected to the analysis of project alternatives in the EIR. Mr. Leslie requested recirculation of the EIR to analyze the impact to the system of removing certain towers in the Santa Monica Mountains Recreation Area and Topanga. Alternatively, Mr. Leslie requested that the Board ask staff to come up with a less intrusive tower design, particularly for the Green Mountain and Topanga location.

III. ADMINISTRATIVE MATTERS (A-C)

A. AUDIT OF LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY FOR THE YEAR ENDED JUNE 30, 2015

The auditor's report (attached) concludes that the financial statements are presented fairly in conformance with generally accepted accounting principles and State regulations governing special districts. The auditor's report also indicates that there were no findings of material deficiencies in LA-RICS' controls over financial reporting.



This is a receive and file item.

Fiscal Agent assigned to LA-RICS is Rachelle Anema from Auditor-Controller Office. Ms. Anema stated that we hire an audit firm to audit the financial statements also to prepare and review the single audit, which is the requirement for all Federal Grants. A brief overview can be found on pages 4-7 of the management analysis. On page 25 is the single audit report, which is a requirement. The single audit report is filed online and has been completed and available for review.

Director Gialamas asked for a motion to approve, Board Member Mark Alexander motioned first, seconded by Alternate Member John Geiger. The Board's consensus was unanimous.

Ayes 9: Chidester, Alexander, Fronterotta, Raney, Geiger, Bundesen, Gialamas, Donovan, and Ortiz.

MOTION APPROVED.

B. APPROVE AMENDMENT NO. 17 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM – LAND MOBILE RADIO SYSTEM AND CERTIFY FINAL ENVIRONMENTAL IMPACT REPORT

It is recommended that your Board:

1. Make the following findings:
 - a. Certify that the final EIR for the LA-RICS LMR System included at Enclosure 1, has been completed in compliance with the California Environmental Quality Act (CEQA) and reflects the independent judgment and analysis of the LA-RICS Joint Powers Authority's (JPA) governing Board (Board) and that the Board has reviewed and considered the information contained in the final EIR prior to approving the project;
 - b. Adopt the Mitigation Monitoring Program (MMP) included at Enclosure 1, as a condition of approval for the project, finding that that the MMP is adequately designed to ensure compliance with the mitigation measures during project implementation;
 - c. Adopt the Environmental Findings of Fact included at Enclosure 1, determining that the significant adverse effects of the project have either been reduced to an acceptable level or that it is infeasible to do so; and



- d. Adopt the Statement of Overriding Considerations included at Enclosure 1, concluding that the project's significant and unavoidable impacts are outweighed by the specific benefits of the project.
2. Authorize the Authority to proceed with design, construction, implementation, operation, and maintenance of LMR infrastructure at the forty four (44) LMR System Sites set forth in Enclosure 2, which are described and analyzed in the Final EIR. Of those 44 sites, 9 sites (marked with an asterisk in Enclosure 2) may be considered for inclusion if required by system design or other feasibility issues with sites in the Agreement such as permitting issues or lease agreement discussion with the property owner.

Alternate Member Chris Bundesen asked how many of the nine sites that may be considered for inclusion in the system in the future have existing communication structures. Jim Hoyt from Jacobs stated that five of the nine sites - CPK, GRM, SPN, TOP, and ZHK – have existing communication structures. Board Member Mark Alexander asked whether there was a deadline for certification of the EIR. Counsel Nicole Gordon stated there is no time requirement for the certification of the EIR, but that the Authority cannot move forward with the project until certification has occurred. Ms. Gordon also explained that there was a 45-day public review period for the Draft EIR and that CEQA does not require a review period for the Final EIR.

Board Member Alexander stated that, speaking as a member of the Board and as the City Manager [of La Canada Flintridge], there is a tower in the community of La Canada Flintridge and his staff is working with LA-RICS for alternatives. Board Member Alexander stated he cannot approve the EIR and would like to approve an extension for further review. Counsel Nicole Gordon asked whether the site in question was among the 44 under consideration at the meeting, and Counsel Truc Moore stated that the La Canada site is not among those 44 sites because it was previously found CEQA exempt and the Authority can work with Board Member Alexander on alternate designs. Counsel Amy Caves provided a response regarding design concerns, and explained that nothing is approved and signed off until the Site Access Agreement (SAA) is approved by the site owners. Board Member Alexander stated if we are a lease holder and the lease is owned by the County does the lease holder have the same right? Counsel Caves stated it would depend on the master lease. Board Member Cathy Chidester stated the tower in question may end up being smaller and not larger than suggested. Jim Hoyt stated yes that's correct. Alternate Member John Geiger asked whether the design of the towers be based on a case by case basis during the SAA process. Counsel Moore stated it will be completed at the design process. Alternate Member Geiger asked about other sites, for example Johnstone Peak and Loop Canyon, why is it not feasible to mitigate those sites. Jim Hoyt stated there are two different reasons: one is historical and the other is a visual impact. Board Member Alexander stated the alternative for the site of concern is that the tower may be extended to additional 60ft., because currently



there is a 40 ft., and can potentially go higher up to 180 ft., tower there are going to be impacts. Board Member Alexander stated his request is to extend for additional review. Chris Odenthal, Jacobs Program Manager stated that the site of concern to Board Member Alexander is CEQA exempt. Board Member Alexander stated he appreciates that but the sites about which speaker Mr. Leslie was concerned are not CEQA exempt and he has the same concerns. Alternate Member Geiger stated he moves that the Board make the findings as recommended in item one and the Authority to articulate in item two.

3. Approve Amendment No. 17 (Enclosure 3) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement as follows:
 - a. Make changes necessary to reflect the removal of thirty-four (34) LMR System Sites from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same for a cost reduction in the amount of \$36,935,975, which includes the re-baseline of the project management described in item C below, removing and/or adding project management costs from phases 2 and 4 and reassigning those costs to a new deliverable in each respective phase which total \$8,207,108;
 - b. Make the changes necessary to reflect the inclusion of nineteen (19) LMR System Sites into the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same for a cost increase in the amount of \$23,677,589;
 - c. Re-baselining of the project management overhead expenses, attributable in the Agreement to each phase of the work that contemplates project management fees, to more accurately reflect the current project scope, and to establish a formula to more accurately price the net impact on project management overhead expenses of any subsequent addition or removal of sites. This re-baselining results in a net cost reduction in the amount of \$572,826 which is contemplated in the revised Maximum Contract Sum. Due to the complexity of Phase 3 project management calculations, the phase 3 reconciliation will be brought to your Board at the next regular Board meeting;
 - d. Reconcile equipment necessary for certain LMR System Sites as well as the logging recorder as a result of redesign for a cost increase in the amount of \$3,171,159; and



- e. Exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, for those LMR System Sites contemplated as part of the LMR System when reflecting the reconciliation of sites in recommended actions 3(a) and 3(b).
4. Authorize a decrease in the Maximum Contract Sum by \$10,087,227 (-\$45,143,083 + \$ 23,677,589 + \$8,207,108 + \$3,171,159) when taking the above cost increases and decreases into consideration) from \$294,836,874 to \$284,749,647..
5. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 17.
6. Delegate authority to the Interim Executive Director to execute Amendment No. 17, in substantially similar form, to the enclosed Amendment at Enclosure 3.

Director Gialamas asked for a motion to approve, Alternate Member Mark Geiger motioned first, seconded by Alternate Member Bundesen. Director Gialamas asked for roll call.

Ayes 6: Geiger, Bundesen, Gialamas, Donovan, Chidester, Fronterotta

Noes 3: Ortiz, Raney, Alexander- Item carries.

MOTION APPROVED.

C. APPROVE SITE ACCESS AGREEMENTS WITH THE COUNTY OF LOS ANGELES

It is recommended that your Board:

1. Find that (a) approval of Site Access Agreements (SAAs) or amendments to SAAs at the sites listed in Enclosure 1 is within the scope of the Board's March 24, 2016 approval of design, construction, implementation, operation, and maintenance of LMR infrastructure at forty four (44) sites analyzed in the Final Environmental Impact Report (EIR) for the Los Angeles Regional Interoperability Communications System (LA-RICS) Land Mobile Radio (LMR) System, which was recommended for certification to the Board previous to this item also on March 24, 2016; (b) there are no changes to the project or to the circumstances under which the project is undertaken since the approval that would result in new



effects or the need for new mitigation; and (c) no new environmental document is required.

Counsel Moore stated a revision needs to be read into the record to change the Board action date from March 24, 2016 to March 29, 2016. Board Member Alexander stated to Counsel Moore that he does not see under what circumstances the County can terminate this agreement. Counsel Moore stated the County cannot terminate this agreement unless LA-RICS defaults on its contractual agreement. Board Member Alexander expressed concern about the issue that arose last time with the LTE sites. He asked, if the County decides that they do not want the towers after construction starts, can they request removal and restoration; and if so at whose cost. Counsel Moore stated that LA-RICS did learn from LTE and that the required outreach will be done. Board Member Alexander stated he is glad to see progress but it takes one upset community to sway a Supervisor. Counsel Caves stated if the County defaults on the agreement it would be at the County's cost. Counsel Moore stated that the County has a series of checkoff requirements and public outreach is one of them. Board Member Alexander stated he is not pleased with the express language in the contract.

2. Authorize the Executive Director to finalize and execute, substantially similar in form to those attached, one or more Site Access Agreements or amendments to existing SAAs with the County of Los Angeles.

Director Gialamas asked for a motion to approve, Alternate Member Mark Geiger motioned first, seconded by Alternate Member Bundesen. Director Gialamas asked for roll call.

Ayes 7: Geiger, Bundesen, Gialamas, Donovan, Chidester, Fronterotta, Raney

Noes 2: Ortiz, Alexander- Item carries.

MOTION APPROVED.

IV. MISCELLANEOUS – (None)

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

VI. CLOSED SESSION REPORT

1. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation (subdivision (d) of Government Code Section 54956.9) (1 case)



Counsel Truc Moore announced closed session at 9:05 a.m. Counsel Moore then announced open session at 9:16 a.m., and stated that the Brown Act does not require a report.

VII. ADJOURNMENT and NEXT MEETING:

Thursday, April 7, 2016, at 9:56 a.m., at the Los Angeles Sheriff's Department, Scientific Services Bureau, Large Conference Room located at the Los Angeles County Sheriff's Department, Hertzberg Davis Forensic Science Center, 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.



BOARD MEETING INFORMATION

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BOARD OF DIRECTORS MEETING MINUTES

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

May 5, 2016

The Hertzberg Davis Forensic Science Center
1800 Paseo Rancho Castilla, Conference Room 263
Los Angeles, CA 90032

Board Members Present:

Mark Fronterotta, Chief of Police, City of Inglewood Police Dept.

Kim Raney, Chief of Police, City of Covina Police Dept.

Alternates For Board Members Present:

John Geiger, General Manager, alternate for Sachi Hamai, CEO, County of Los Angeles

Chris Bundesen, Vice-Chair, Asst., Fire Chief, County of Los Angeles Fire Dept.

Dean Gialamas, Division Dir., alternate for Jim McDonnell, Chair, Sheriff, Los Angeles County Sheriff's Dept.

Joe Ortiz, Captain, City of Sierra Madre Police Dept.

Officers Present:

John Radeleff, LA-RICS Interim Executive Director

Absent:

Cathy Chidester, Director, EMS Agency, County of Los Angeles Department of Health Services

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

Michael Langston, Chief of Police, City of Covina Police Dept.

Chris Donovan, Fire Chief, City of El Segundo Fire Dept.



I. CALL TO ORDER

Director Dean Gialamas called the meeting of the Board to order.

II. ANNOUNCE QUORUM – Roll Call

Director Gialamas acknowledged that a quorum was present and asked for a roll call.

III. APPROVAL OF MINUTES (A)

A. March 2, 2016 – Regular Meeting Minutes

Director Gialamas asked for a motion to approve, Alternate Member Chris Bundesen motioned first, seconded by Alternate Member John Geiger. The Board's consensus was unanimous.

Ayes 6: Geiger, Bundesen, Gialamas, Ortiz, Fronterotta, and Raney.

MOTION APPROVED.

IV. PUBLIC COMMENTS – (None)

V. CONSENT CALENDAR – (None)

VI. REPORTS (B-C)

B. Director's Report – John Radeleff

Interim Executive Director John Radeleff stated that for the LTE Project, there are 63 fixed sites, and four cell-on-wheels (COW) ready for deployment for a total of 67. This week we are in the process of deploying ten COWs and the new total is 77 sites. A plan to include an additional twenty to thirty sites has been sent to National Telecommunication and Information Administration (NTIA). Interim Executive Director Radeleff stated NTIA is very supportive of the project but is concerned about the delay in finding sites. The Broadband Technology Opportunities Program (BTOP) has been extended to the end of 2019.

In regards to the Land Mobile Radio (LMR), we received the Finding of No Significant Impact (FONSI) on the 21st. Interim Executive Director Radeleff acknowledges the Sheriff, Jim McDonnell, CEO, Sachi Hami, and Fire Chief, Daryl Osby for meeting with the Administrator of Federal Emergency Management Agency (FEMA). Seven sites have been deployed by Motorola, six sites are completed today and the seventh site will be completed tomorrow for 14 of the 63 anticipated LMR sites. Interim Executive Director Radeleff acknowledges Jim Hardimon, Motorola for their work. Urban Area Security Initiative (UASI) 12 and 13 are being finalized, waiting on the individual sites to



be cleared by FEMA, once cleared we can move forward with deployment. We are still waiting to receive formal word of the UASI 12 grants extension request to December 20, 2016.

C. Project Manager's Report – John Radeleff

Agenda Item C

VII. DISCUSSION ITEMS (D-E)

D. Outreach Update

The purpose of this discussion item is to update your Board on the status of outreach pertaining to the Land Mobile Radio (LMR) project.

Stakeholder outreach continues to involve planning and initiation of stakeholder meetings, and the continued development and distribution for the bi-monthly ongoing communications newsletter.

(THE PROJECT DEMONSTRATION WAS MOVED OUT OF ORDER TO THE END OF THE AGENDA)

E. Project Demonstration

The purpose of this discussion item is to provide a demonstration of video, maps, GPS data and two-way voice traffic transmission between the Los Angeles County Sheriff's Department and Los Angeles County Fire Department utilizing the new Public Safety Broadband Network (PSBN) and the Land Mobile Radio (LMR) systems.

Interim Executive Director Radeleff introduced Lieutenant Judy Anderson and Battalion Chief Kirby Neese to present the project demonstration. Battalion Chief, Neese presented past events, such as the Halloween Parade in West Hollywood and the Rose Parade in Pasadena. The Halloween Parade was attended by five thousand people and 900 Sheriff's and the objective was to see if the video would work with Band 14 and the system was successful. Lieutenant Anderson presented strong-watch that was used for the Rose Parade in addition to during the parade. Our public safety system was also very successful; the videos were streaming back to the command post. The speed was higher than the commercial carrier's throughout the event. Live footage was presented at the demonstration and commands were being sent to Sergeant Al Ortega to show that the footage was live. Battalion Chief, Neese presented some devices that are used to view details while patrolling the streets of Los Angeles. Vehicles and other devices were available in front of the building to view what items were used during the parades. Tests were



completed against the commercial carriers and were presented as well as the locations of lost coverage and full coverage. Additional activities were held outside in front of the building to take a look at the system live.

VIII. ADMINISTRATIVE MATTERS (F-H)

F. APPROVE HOLD HARMLESS AGREEMENT FOR USE BETWEEN THE AUTHORITY AND LA-RICS' MEMBER AGENCIES, SUBSCRIBERS, AND AFFILIATES

It is recommended that your Board:

1. Approve the Hold Harmless Agreement for use by the Authority, in a substantially similar form to the enclosed.
2. Delegate authority to the Interim Executive Director, or his equivalent, to execute Hold Harmless Agreements with Users who may be interested in such Services with the Authority.
3. Delegate authority to the Interim Executive Director, or his equivalent, to approve and execute amendments to the Hold Harmless Agreements, provided they are approved as to form by counsel to the Authority.

Director Gialamas asked for a motion to approve, Board Member Kim Raney motioned first, seconded by Alternate Member Chris Bundesen. The Board's consensus was unanimous.

Ayes 6: Geiger, Bundesen, Gialamas, Ortiz, Fronterotta, and Raney.

MOTION APPROVED.

G. APPROVE AMENDMENT NO. 19 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM – LAND MOBILE RADIO SYSTEM

It is recommended that your Board:

1. Approve Amendment No. 19 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement as follows:
 - a. Make changes necessary to reflect the removal of one (1) LMR System Site from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4



(LMR System Implementation) for a cost reduction in the amount of \$1,192,712, which includes a corresponding reduction in the amount of \$20,322 for project management overhead costs for this site.

- b. Reconcile equipment necessary for certain LMR System Sites as a result of redesign for a cost increase in the amount of \$1,197,256.
3. Authorize an increase in the Maximum Contract Sum by \$4,544 (\$1,197,256 - \$1,192,712) when taking the above cost increases and decreases into consideration) from \$284,872,479 to \$284,877,023.
4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 19.
5. Delegate authority to the Interim Executive Director to execute Amendment No. 19, in substantially similar form, to the enclosed Amendment (Enclosure).

Director Gialamas asked for a motion to approve, Board Member Mark Fronterotta motioned first, seconded by Alternate Member Chris Bundesen. The Board's consensus was unanimous.

Ayes 6: Geiger, Bundesen, Gialamas, Ortiz, Fronterotta, and Raney.

MOTION APPROVED.

H. APPROVE AMENDMENT TO OR SITE ACCESS AGREEMENT WITH THE CITY OF LOS ANGELES ACTING BY AND THROUGH ITS DEPARTMENT OF WATER AND POWER

It is recommended that your Board:

1. Find that approval of the Site Access Agreement (SAA) or an amendment to the existing SAA at the site listed in Enclosure 1 by the LA-RICS Authority does not result in any change to the LMR Project, or to the circumstances under which the project is being undertaken, and that the determination that these activities at this site are exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project, remains unchanged.
2. Authorize the Executive Director to finalize and execute, substantially similar in form to the attached, an amendment to the Site Access Agreement or a new Site Access Agreement, if one is needed, with the City of Los Angeles-Acting by and through its Department of Water and Power.



Director Gialamas asked for a motion to approve, Alternate Member Chris Bundesen motioned first, seconded by Alternate Member John Geiger. The Board's consensus was unanimous.

Ayes 6: Geiger, Bundesen, Gialamas, Ortiz, Fronterotta, and Raney.

MOTION APPROVED.

IX. MISCELLANEOUS – (None)

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

XI. CLOSED SESSION REPORT

1. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation (subdivision (d) (2) and (d) (4) of Government Code Section 54956.9) (1 case)
2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(Government Code Section 54957(b)(1))
Title: Executive Director
3. PUBLIC EMPLOYMENT
(Government Code Section 54957(b)(1))
Title: Executive Director

The Board entered Closed Session at 9:38 a.m., and returned to open session at 10:05 a.m.; Counsel Truc Moore stated that the Brown Act does not require a report.

XII. ADJOURNMENT and NEXT MEETING:

Director Gialamas announced adjournment of this meeting at 10:28 a.m. The Board's consensus was unanimous. The next Board meeting will take place on Thursday, June 2, 2016, at 9:00 a.m., at the Los Angeles County Sheriff's Department, Hertzberg Davis Forensic Science Center, 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.



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.

Los Angeles Regional Interoperable Communications System

PROJECT DESCRIPTION

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

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

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

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

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

Location:

2525 Corporate Place, Suite 100
Monterey Park, CA 91754

Authority:

Los Angeles Regional Interoperable
Communications System

Management:

LA-RICS Project Team

Consultant:

Jacobs Program Management Company

Communications Vendor:

LMR - Motorola Solutions, Inc.

LTE - Motorola Solutions, Inc.



Monthly Report No. 51

For June, 2016

Submitted June 30, 2016

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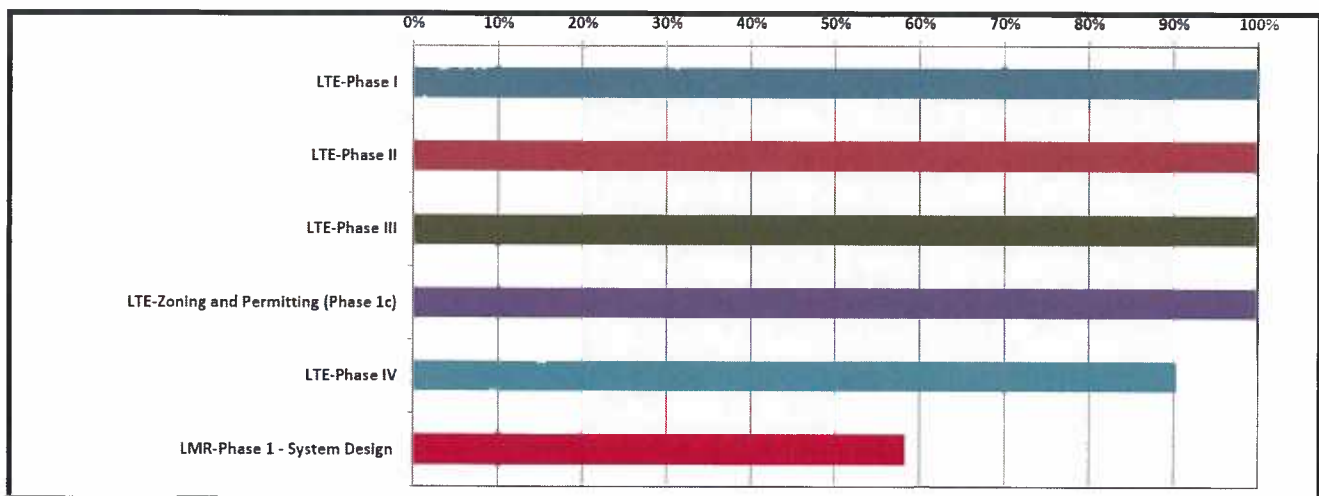
PROGRAM DASHBOARD

CATEGORY	RATING	CHANGE	COMMENTS
SAFETY	●	NO CHANGE	
QUALITY	●	NO CHANGE	
COST/BUDGET	●	CHANGE	REVISED GRANT AMOUNT FROM NTIA
RISK	●	CHANGE	CLOSEOUT OCCURING BUDGET & SCHEDULE ARE ALIGNED
PROJECT STAFFING	●	CHANGE	AWAITING CLOSEOUT PACKAGES & FINAL ATP FOR ALL SITES

ACTIVITIES STATUS

ITEM	STATUS	DUE DATE
LTE PHASE I	COMPLETED	AUGUST, 2015
LTE PHASE II	COMPLETED	SEPTEMBER, 2015
LTE PHASE III	COMPLETED	JANUARY, 2016
LTE ZONING AND PERMITTING (PHASE 1C)	COMPLETED	SEPTEMBER, 2015
LTE PHASE IV	IN PROGRESS	SEPTEMBER, 2016
LMR PHASE 1 SYSTEM DESIGN	IN PROGRESS	SCHEDULE BEING REVISED

DELIVERABLES PROGRESS REPORT



LA-RICS MASTER CALENDAR

July 2016 (Proposed)						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 HOLIDAY	5 0900 WESM Mtg 1030 LMR Weekly Site & System Design Mtg 1400 LMR Technical Meeting	6 0900 LTE Technical Mtg 1000 LTE-2 Site Development Meeting 1000 LMR USFS Mtg 1430 CEO RED Weekly Meeting	7 0900 LMR True Up Mtg	8	9
10	11 0830 Jacobs and Authority Review 1400 PSBN Warranty Period Implementation and Optimization Meeting	12 0900 WESM Mtg 1030 LMR Weekly Site & System Design Mtg 1400 LMR Technical Meeting	13 0900 LTE Technical Mtg 1000 LTE-2 Site Development Meeting 1430 CEO RED Weekly Meeting	14 0900 LMR True Up Mtg	15	16
17	18 0830 Jacobs and Authority Review 1400 PSBN Warranty Period Implementation and Optimization Meeting	19 0900 WESM Mtg 1030 LMR Weekly Site & System Design Mtg 1400 LMR Technical Meeting	20 0900 LTE Technical Mtg 1000 LTE-2 Site Development Meeting 1000 LMR USFS Mtg 1430 CEO RED Weekly Meeting	21 0900 LMR True Up Mtg	22	23
24/31	25 0830 Jacobs and Authority Review 1400 PSBN Warranty Period Implementation and Optimization Meeting	26 0900 WESM Mtg 1030 LMR Weekly Site & System Design Mtg 1400 LMR Technical Meeting	27 0900 LTE Technical Mtg 1000 LTE-2 Site Development Meeting 1430 CEO RED Weekly Meeting	28 0900 LMR True Up Mtg	29	30

LTE TECHNOLOGY UPDATES

- Ongoing IMS activities
- Weekly PSBN Warranty Period Implementation and Optimization Meetings are ongoing and should continue adding technical updates through 2016
- LTE project reports:
 - Weekly Status Report
 - Monthly Status Reports
 - Integrated Master Schedule (IMS)
- Of the 15 COWS outfitted for LTE:
 - Power and BH are scheduled for install by end of August, 2016
- SCE utility designs for each COW are completed
 - SCE is providing a tracker of scheduled activities distributed on a weekly basis
 - SCE COWs have been pushed into Q3 for final integration
- PSBN training for Authority and county personnel is scheduled through Q4 of 2016
 - MSI and the Authority is currently working through the ATP process
 - During this process an ATP for Rancho was completed to flush out any missing content for the physical alarm test
 - Estimated start date is scheduled for the first week of July
- Jacobs is coordinating with the Authority for an expansion program for LTE with an extension of BTOP funding by Congress with administration by NTIA
 - Expansion plan will require NTIA approval
 - In lieu of final approval from NTIA, LA-RICS was approved to move forward with ring creation, RF design and preliminary candidate selection consideration

LMR TECHNOLOGY UPDATES

- Ongoing Weekly LMR System Design and Site Documentation meetings
 - Over half of the 64 LMR Sites have been site walked and sketches are complete
 - MSI has been directed to start 50% drawings on all sites pertaining to UASI 11 grant funding
- Ongoing Early Deployment engineering
 - Began development of fleet mapping procedures for Sheriff test radios
 - Acceptance Test Plans complete
- Final RF Design from MSI is scheduled for the middle of July 2016
 - Ongoing weekly site design meetings
 - RF design reviewed with Authority staff and Motorola to incorporate final comments
 - MSI to provide the Authority RFI (request for information) on a group of sites (11-15) outlining specific coverage analysis, tower heights and any design details for the PM teams review
- Microwave Backhaul design analysis
 - Reviewed paths and reconfigured design to make the design more efficient by using fewer sites and closing local rings
- Ongoing FCC Licensing Meeting
 - Discussion of path forward for all licensing Issues
 - RFQ for FCC license T-Band frequency sets at all sites
 - 700 MHz planning and submission for additional 5 frequencies pairs and seeking Letters of Concurrence from current operators
- Ongoing LMR project reports received weekly/monthly:
 - Weekly & Monthly Status Report
 - Integrated Master Schedule (IMS)
 - Site Analysis and Inclusion of USFS Sites
 - Participated in Joint Operations and Technical Committee meeting
 - MSI is working on Station B for the July demo in NM
 - Authority to provide the SOW as well as the National frequencies while MSI works on the core for near term scope and activities
 - Portable radio testing
 - Power for station

LTE SITES/CIVIL DELIVERABLES

- NTIA has requested a monthly schedule describing activities and cost for the initial site selection and design through the end of September. Other activities to be included are initial environmental review, site constructability, including review of utilities, PD (project design), sketch of proposed equipment and tower location, and polygon design
- Network Operations Center (NOCC)
 - Two (2) of the NOCC locations are completed including all hardware, one is at FCCF and the other is located at the LARICS HQ
 - The remaining (4) stations have been installed on a temporary basis at the LARICS office until the SCC building is completed
 - SCC building is in the planning stages and Sherriff's are providing the space and room upgrades, including furniture, power etc.
- MSI will begin upgrade to the existing core located at FCCF from Rev-7 to Rev-9 commencing July 9
- A proposal to install core two is currently under internal discussion and the site location has been narrowed down to two county properties
- PSBN training for technicians is occurring and is scheduled through Q4 of 2016
- Special Events planning is ongoing
 - Weekly meetings have been scheduled and individuals have been tasked with providing research for applications and logistics
 - The demo for the JPA, BOS, MTA and Media on 5-6-16 was a success
 - The upcoming Police Chief Association and Contract City demo's do not have final dates set
- 14 COWS are in place including grounding, antennas, and fencing when required
 - LA-RICS is currently working with the City of Pasadena to relocate the single remaining COW to the Rose Bowl
- Motorola has submitted all initial punch list close out books for review and the full Close out books, inclusive of as-builts, are to follow with an estimated completion day of August 7th

LMR SITES/CIVIL DELIVERABLES

- Jacobs submitted data packages for the Group 2 sites on June 15 to FEMA for upload in their EMIS to provide environmental clearance of the sites
 - Jacobs initiated preparation of data packages for the Group 3 sites
- Jacobs submitted a letter to the City on June 1 for FEMA to submit to USFWS requesting concurrence from USFWS for the Group 2 sites
- Jacobs drafted a letter for Authority review requesting USFWS concurrence on Group 3 sites
- Jacobs is drafting a cultural resources report for submittal to the USFS
- Jacobs attended site design walks with the Authority and MSI
- Jacobs developed polygons and began environmental analysis of the 10 feasibility sites, including preparation of a supplement to the BRR and reviewing sites for whether they may be exempt or not from the Section 106 programmatic agreement
- 68 site sketches have been received for review and approval by the authority as of 6/17/2016 of which 51 have been approved to move forward to design and drawing plan preparation
- 38 each 50% CD's have been received for review and approval by the authority as of 6/17/2016
- 13 each 75% CD's have been received for review and approval by the authority as of 6/17/2016
- Jacobs continues task of obtaining SAA's for 19 LMR sites (SAA's for remainder sites being processed by LA County CEO-RED)
- As of 6/17/2016, twelve (12) executed SAA's are in place

LA RICS LTE MASTER SCHEDULE

Data Date 18-Jun-16
Page 1 of 3

Summary Remaining Work
Actual Work Critical Remaining

Activity ID	Activity Name	Start	Finish	Duration % Complete	Remaining Duration	Total Float	2014												2015												2016												2017																							
							F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	F	M	A
Total				84.34%	109	-101																																																												
LA_City																																																																		
LA.LAPD077		04-Mar-14 A	13-Sep-16	90.63%	60	-52																																																												
LA.LAPDDVN		12-Mar-14 A	13-Sep-16	90.4%	60	-52																																																												
LA.LAPDFTH		12-Mar-14 A	13-Sep-16	90.38%	60	-52																																																												
LA.LAPDFTH		12-Mar-14 A	10-Aug-16	94%	37	-29																																																												
LA.LAPDHLB		04-Mar-14 A	02-Aug-16	95.04%	31	-23																																																												
LA.LAPDHWL		12-Mar-14 A	13-Sep-16	90.42%	60	-52																																																												
LA.LAPDMIS		12-Mar-14 A	13-Sep-16	90.54%	60	-52																																																												
LA.LAPDNHD		12-Mar-14 A	13-Sep-16	90.4%	60	-52																																																												
LA.LAPDNWT		12-Mar-14 A	12-Jul-16	97.32%	16	-8																																																												
LA.LAPDOLY		10-Mar-14 A	13-Sep-16	90.57%	60	-52																																																												
LA.LAPDPAC		12-Mar-14 A	13-Sep-16	90.42%	60	-52																																																												
LA.LAPDRAM		12-Mar-14 A	13-Sep-16	90.43%	60	-52																																																												
LA.LAPDTP		12-Mar-14 A	13-Sep-16	90.38%	60	-52																																																												
LA.LAPDVNS		12-Mar-14 A	13-Sep-16	90.4%	60	-52																																																												
LA.LAPDWIL		12-Mar-14 A	13-Sep-16	90.43%	60	-52																																																												
LA.LAPDWLA		12-Mar-14 A	13-Sep-16	90.51%	60	-52																																																												
LA.LAPDWVD		12-Mar-14 A	13-Sep-16	90.38%	60	-52																																																												
LA.LAPP001		12-Mar-14 A	22-Aug-16	90.36%	45	-37																																																												
LA.LDWP243		12-Mar-14 A	13-Sep-16	89.34%	60	-52																																																												
LA.SEP		12-Mar-14 A	22-Aug-16	92.64%	45	-37																																																												
LA.SWP		12-Mar-14 A	13-Sep-16	90.29%	60	-52																																																												
LA.VPC		12-Mar-14 A	13-Sep-16	89.34%	60	-52																																																												
LA_County				90.73%	60	-52																																																												
LA.BMT		12-Mar-14 A	13-Sep-16	89.86%	60	-52																																																												
LA.CCT		12-Mar-14 A	13-Sep-16	89.34%	60	-52																																																												
LA.CEN		12-Mar-14 A	13-Sep-16	88.19%	60	-52																																																												
LA.FCCF		12-Mar-14 A	13-Sep-16	87.9%	60	-52																																																												
LA.LACHAR		12-Mar-14 A	13-Sep-16	90.4%	60	-52																																																												
LA.LACOLY		12-Mar-14 A	13-Sep-16	89.86%	60	-52																																																												



Monthly Report - #28
Reporting Period: 5/16/16 thru 6/17/16

**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 have construction activities substantially completed by September 30, 2015 to be in compliance with the BTOP grant funding program. The cost for all Work performed that is not covered by the BTOP grant program will be the sole responsibility of the Authority. Phase 5 provides the Authority with the first five (5) years of one year options for Motorola to provide system monitoring and maintenance services.

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

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

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

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

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

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

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

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

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

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

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

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

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

begin implementation in November, 2015).” Motorola provided clarification that the agreement was still under negotiation for cost and schedule delivery and that the deployment of the geo-redundant SMMS was predicated on the NTP for the redundant Evolved Packet Core (EPC).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On April 3rd, 2015 the Authority received a **Stop Work Notice** for all work and was issued a Corrective Action Plan (CAP) from NOAA to be submitted by April 13, 2015. Between 3/3/15 and 3/13/15 Motorola produced numerous supporting coverage scenarios for the Authority to include within the CAP response.

On April 16, 2015 the Authority issued a letter to Motorola requesting a plan for reduced scope and an analysis of cost impact. A Schedule was released on 5/07/15 and is updated on a weekly basis.

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

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

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

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

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

On May 15, 2015 the Authority issued **NTP 25**, directing Motorola to 1) return the excess PSBN equipment to its manufacturers, 2) recover the excess equipment for Motorola's use in other projects,

or 3) resell the excess PSBN equipment to a secondary market, in accordance with the list of equipment in the NTP. Motorola is evaluating the list of equipment provided in the NTP and the cost impacts and the legal possibilities with the directive issued in this NTP.

On May 20, 2015 the Authority issued **NTP 26** Authorizing Motorola to order fiber optic equipment and provide services via contract between Fujitsu and Motorola to create a link between the EPC located at the Los Angeles County Fire Department's FCCF facility and the City Los Angeles fiber ring. NTP 26 expands upon the products and services in NTP 23 to include the City portion of the fiber scope.

On June 18, 2015 the Authority approved **Amendment 10** for the Inclusion of 15 Cell-On-Wheels and the Construction Restoration Work at 30 PSBN Sites.

On June 25, 2015 the Authority issued **NTP 27** Authorizing Motorola to proceed with all Phase 1 (System Design) Work for fifteen (15) Cell-On-Wheels (COWs) sites.

On June 30, 2015 the Authority issued **NTP 28** Authorizing Motorola to proceed with all Work related to construction restoration for thirty (30) PSBN Sites that have been removed from the program.

On June 30, 2015 the Authority issued **NTP 29** Authorizing Motorola to proceed with ordering nine hundred and seventy-five (975) VML-750 in-vehicle router units.

On July 16, 2015 the Authority approved **Amendment 11** to add 15 Cell-On-Wheels (COWs) and the PASDNP site to the PSBN program.

On July 16, 2015 the Authority issued **NTP 30** Authorizing Motorola to proceed with all Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN components), and Phase 4 (PSBN Implementation) Work for fifteen (15) Cell-On-Wheels (COWs).

On August 13, 2015 the Authority approved **Amendment 12** to remove forty-two (42) sites from the PSBN system, authorize the removal of seven (7) tower foundations at the applicable restoration sites, to purchase 5,000 Universal Integrated Circuit Cards (UICC), purchase of five (5) CISCO routers and five (5) corresponding units of data services, and approvals for applicable change orders.

On August 13, 2015 the Authority issued **NTP 31** Authorizing Motorola to proceed with ordering five thousand (5,000) standalone universal Integrated Circuit Cards (UICCs)

On September 1, 2015 the Authority issued **NTP 32** authorizing Motorola to proceed with ordering five (5) CISCO routers and five (5) corresponding units of data and related Work that are capable of operating a 4G cellular aircard on a commercial carrier that will allow Motorola and the Authority to temporarily test eNodeB sites in the event that the permanent backhaul solution is not available at the time of site commissioning.

On September 4, 2015 the Authority approved **Amendment 13** to confirm the prior removal of 77 additional sites.

On September 23, 2015 the Authority issued **NTP 33** authorizing Motorola to proceed with replacing the security certificates at the EPC core.

On October 9, 2015 the Authority approved **Amendment 14** to adjust the contract for scope changes to tower sites.

On October 15, 2015 the Authority issued **NTP 34** instructing Motorola to provide a portion of the training plan for 9 classes.

On December 17, 2015 the Authority Approved **Amendment 15** to: (a) Settle and resolve all outstanding claims with the Contractor, including all claims from Contractor's subcontractors, and including all known and all potential future claims through the completion of the work under the Agreement, with the exception of changes to the Work directed in writing by the Authority; (b) Approve payment to the Contractor of \$15,764,246 in the specific amounts for the specific claims identified in tab C.16 of Exhibit C (Schedule of Payments) attached to the Amendment; (c) Approve the reduction of project management fees payable to the Contractor in the Agreement for sites not constructed, for a total reduction in project management fees of \$5,078,774, as reflected in tabs C.3, C.4 and C.5 of Exhibit C (Schedule of Payments) attached to the Amendment; and (d) Authorize an increase to the Maximum Contract Sum by the net amount of \$10,685,472 from \$132,899,485 to \$143,584,957.

On December 3, 2015, the Authority issued a Suspension Order for Waterway Coverage Testing, Special Operations Testing (SOT), and the Public Safety Broadband Network (PSBN) Burn-in Testing (Burn-in).

On December 21, 2015 the Authority and Motorola executed **Amendment 15** as described above.

On February 23, 2016, the Authority issued a Termination for Convenience for the Wide Area Coverage Testing.

On March 9, 2016 the Authority issued Motorola a **Termination for Convenience** for all Waterway Coverage Testing, Special Operations Testing (SOT), Public Safety Broadband Network (PSBN) Burn-in Testing (Burn-in) Testing, and for Freeway Coverage Testing.






On March 9, 2016 the Authority approved **Amendment 16** to include all Work related to additional Radio Frequency (RF) Emissions testing at twelve (12) PSBN sites.

On May 4, 2016 the Authority approved **Amendment 17** to remove all Work related to Coverage, Stress, and Burn-in testing. On May 5, 2016 MSI submitted a claim for the portion of Work completed on the terminated scope. The Authority is currently reviewing MSI's submission.

This report covers the period from 5/16/16 to 6/17/16

There were no additional Amendments or NTP during this reporting period.

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

PSBN Project Dashboard			
Category	Rating	Change	Comments
Schedule			The balance of training, acceptance testing, and final documentation are pushing the schedule completion out. These limit the ability for the Authority to utilize the PSBN but should not impact its capability based on the schedule and expected transition to operations.
Quality			MSI is in the process of making adjustment to reduce high interference levels on multiple sites. No major quality issues to report this period.
Risk			The SCE Cell on Wheel Sites have begun construction. No major risk issues to report this period.
Scope			The contract has been amended to account for the remaining site tower and location changes.
Budget			Authority has not yet authorized payment for excess equipment that was ordered by Authority and delivered prior to any stop work notices.

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	
Provide Access and Escorts to EPC and RAN Sites	As Needed
System Design Activities	
Network Management System Design Update With Comments	In Progress
Site Construction & Site Modification (Phase 2)	
Permit Clear for Applicable LTE Sites	In Progress
System Implementation (Phase 4)	
LTE EPC Install & Configuration / Test	In Progress
COW Sites Install, Configuration, Commissioning / Test	In Progress

Activity Name	Activity Status
Closeout documents & as-built drawings	In Progress
LTE Training	In Progress
PSBN Acceptance Test Documentation	In Progress

2.2 Tasks Planned for Next Period (6/20/16 thru 7/15/16)

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

Activity Name	Planned Status
LA-RICS Deliverables	
Provide Access to Sites	As needed
Power & Fiber Services for 10 SCE COW Sites	Started
Site Construction and Site Modification (Phase 2)	
Permit Clear for Applicable LTE Sites	In Progress
System Implementation (Phase 4)	
LTE EPC Install, Configuration, Testing	As Needed
COW Sites Install, Configuration, Commissioning / Test	In Progress
Submit Closeout documents & as-built drawings	In Progress
PSBN Training	In Progress
PSBN Acceptance Test Documentation	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	In Progress
Power & Fiber Services for 10 SCE COW Sites	Started
Acceptance Test Plan	
Revised ATP Review and Approvals	In Progress
Site Design Activities	
Cell on Wheels Design Activities (SCE sites)	In Progress
Site Construction and Site Modification (Phase 2)	
Site Inspections & Permit Clear	In Progress
System Implementation (Phase 4)	
EPC & Network Management Installation Testing (<u>Potential Reconfiguration</u>)	As needed
PSBN Site Equipment Inspections	As needed
Cluster Tuning and Testing Review	In Progress (TBD)
PSBN Training Attendance	In Progress
PSBN As-Built Documentation Review	In Progress

3. Project Risk Register

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

Title	Assigned	Impact	Risk Description	Status
Equipment Order NTPs	LA-RICS	High	NTP for core spare equipment. At this time there are no spares for the primary EPC. Spares can take up to 16 weeks for delivery.	Unknown, Authority to Provide Status

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 were 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
24-01	Final Site Documentation	MSI construction subcontractors have been very slow in delivering final site documentation which may impact delivery delay.
27-01	High Interference Levels on Multiple Sites	MSI is revisiting sites with high levels and making necessary corrections.
28-01	Asset Mgt System Sign-Off	ATP for IMTS has been ongoing for over a year. Same system is in use by LMR project and was accepted.
28-02	System ATP Reviews	ATP review process has been ongoing since 9/1/2015. Need technical teams to reach agreement so system ATPs can be concluded. Technical teams have reached an agreement on site ATPs and will begin scheduling mid July.

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
Testing Cancellation for Convenience	MSI delivered report with additional details on Work complete prior to suspension and termination. Authority to review second report.	TBD

6. Financial Status

The following table represents the invoice payments that have been completed to date. The revised Contract Sum amount based on the Corrective Action Plan is being reviewed by the Authority and Motorola. For this reporting period the Contract Sum is based on Amendment 17.

PSBN Invoice Payment Category	Invoice Payment Totals
PSBN Contract Sum Full Payable Amount (Phases 1-4)	\$ 101,528,241
Cumulative Invoice Payments from Last Report	(\$ 70,405,397)
Total Invoice Payments This Period	(\$ 746,319)
Remaining Amount to be Paid	\$ 30,376.525

7. LA-RICS PSBN Project Schedule

This Monthly Report is being submitted with a copy of the schedule update corresponding to the Data Date for the reporting period.

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See attached PSBN Summary Schedule (PDF file)



Monthly Report #34

Reporting Period: 05/16/16 thru 06/17/16

**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 Solutions Inc. (MSI) to provide system monitoring and maintenance services.

The LA-RICS LMR program is currently in Phase 1 LMR System Design. Notices-To-Proceed numbers 1 through 16 have been issued authorizing distinct work for system Design services, the design and implementation of the initial deployment of the LMR system elements termed "Early Equipment", "Specified Equipment and System on Wheels", and "Station B Equipment", "Frequency Licensing", "UPS System", and "Portable Radios, Consolettes and Consoles", "Portable Radio Equipment", alternate sites "Project Descriptions", "Frequency Licensing for the Base System", "Bridge Warrant for Early", "Retuning of SOW & Station B UHF Frequencies", "Project descriptions for Nine Potential Replacement Sites" and "LMR System Redesign and Relocation of Core 2".

On April 25 the Authority executed **Amendment 17** to make necessary changes to Phase 1 for additional project descriptions, to make changes to reflect the Work in the applicable Phases for the change in the number of sites in the LMR system, to exercise the Unilateral Options for all Work pertaining to Phases 2-4.

On April 27, 2016 the Authority issued **NTP17** authorizing specific Work related Phases 2, 3, and 4 for ten (10) LMR sites.

On May 4, 2016 the Authority executed **Amendment 18** to make necessary changes to Phase 1 for additional project descriptions and to make adjustments to Phase 1 services to accommodate additional sites.

On May 5, 2016 the Authority Board of Directors approved **Amendment 19** to remove one (1) site from the system and to reconcile equipment quantities for certain LMR sites.

This report covers the period from 05/16/16 through 06/17/16

This month's report for the LA-RICS LMR program covers the reporting period from **05/16/16** through **06/17/16**. During this period the Authority and MSI project members reviewed the 2nd iteration of the System Redesign. Comments and recommendations on the design were discussed and are being evaluated for formal inclusion in the design. Impacts to the site design process for those applicable sites are being taken into consideration.

During this reporting period associated Phase 1 tasks were performed to include A&E activities, Frequency Coordination (continues after final site confirmation), system redesign, Site Access Agreements, and Environmental Reviews which are currently in progress. A&E activities included site walks, site sketch development, site surveys, development of the Zoning Drawings, and 75% pre-permit construction drawings (pre-permit documents).

The primary Phase 1 activities for this period include:

LA-RICS LMR Monthly Report #34 – 05/16/16 thru 06/17/16
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LMR System Redesign

LMR system redesign efforts continued this period to address the changes in sites listed in Amendment 17 through 19. System Redesign activities for this period included frequency identification and planning, determination of site parameters for redesign, and development of subsystem architecture changes based on the system redesign. Continued site refinement and site parameters will drive the next coverage design efforts. The Authority and MSI have been in active review sessions for the 2nd iteration of the coverage design.






Site Design Activities

Site design activities for this period included continued site evaluation walks, site sketch development and submittals, site survey walks, project descriptions development and submittals for additional sites, Zoning Drawing development and submittal, and 75% pre-permit construction drawings (pre-permit documents) development and submittal. Additional activities included power load studies, evaluation of as-built drawings and tower mapping for the applicable sites.

LA-RICS Deliverables - Authority Site Access Agreements

Authority’s efforts to develop and execute the applicable Right of Entry and 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. As of this reporting period sixteen (16) Site Access Agreements have been executed. This activity is primarily being driven by the Authority’s Outreach Program. The Authority continues to work with FEMA to obtain independent site environmental approvals which are required prior to the start of construction at a site. 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			Independent site environmental approvals and Notice To Proceed milestones are under review for determination of schedule impact. Submission of permits and A&E drawings has negatively impacted the schedule. A revised schedule is in development to reflect updated activities, constraints, and milestones.
Quality			Construction drawings process is slow, corrective actions have been ineffective. Additional efforts are being put into place.
Risk			Risk items have been identified regarding: Site Access Agreements
Scope			Potential scope impacts. T.B.D. as project progresses on the system redesign and final site list.
Budget			Potential impacts to budget based allocation of equipment and potential site configuration changes.

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 Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
LMR System Redesign	
Redesign baseline site parameters & redesign development	In Process
Contract True-up of site designs and equipment on all sites	In Process
Project Descriptions	
Develop Additional Project Descriptions (Amendments 16-19)	In Process
Site Design	
Site Walks and Site Sketch Development & Approvals	In Process
Develop Zoning Drawings & Approvals	In Process
Develop 75% Pre-Permit Construction Drawings (Pre-Permit Documents) & Approvals	In-Process

2.2 Tasks Planned for Next Period (06/20/16 thru 07/15/16)

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
FEMA Environmental Site Approvals & Construction Waivers	In Process
Environmental Review & Documentation (Authority)	
Additional Sites for Consideration Environmental Reviews	In Process
LMR System Redesign	
Redesign baseline site parameters & redesign development	In Process
Project Descriptions	
Develop Additional Project Descriptions (Amendment 16-19)	In Process
Site Design	
Site Walks and Site Sketch Development & Approvals	In Process
Develop Zoning Drawings & Approvals	In Process
Submittal of Zoning Drawings	In Process
Develop 75% Pre-Permit Construction Drawings and Approvals	In Process
Develop Permit Construction Drawings and Approvals	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	Activity Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreement	09-Sep-13 A
LA-RICS Provides Access to Core Sites	18-Sep-13 A
FEMA Environmental Site Approvals & Construction Waivers	On Going
Environmental Review & Documentation (Authority)	
Additional Sites for Consideration Environmental Reviews	On Going
LMR System Redesign	
Complete Additional Project Descriptions Review (Amendment 16-19)	On Plan to Finish
Review and Approve Redesign baseline site parameters & redesign sections	On Plan to Finish
Site Design	
Schedule Access for the Development A&E Activities at Selected Sites	On Going
Review and Approve Site Sketches	On Going
Review and Approve Zoning Drawings	On Going
Review and Approve 75% Pre-Permit Construction Drawings (Pre-Permit Documents)	On Going
Review and Approve Building Permit Packages	On Going
Site Construction	
Outreach to Neighborhoods for Applicable Sites	On Plan to Start
Pre- Construction Packages Review & Approval	On Plan to Start
Site Construction Monitoring	On Plan to Start

3. Project Risk Register

Title	Assigned	Impact	Risk Description	Status
Site Condition Changes	Authority	Low	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	Medium	The individual determination of environmental impacts or mitigations may impact site work Individual environmental releases from FEMA are required to start work at sites.	Active
Site Access Agreements	Authority	High	Lease holders approvals are needed in order to implement LA-RICS improvements at sites.	Active

Item	Assigned	Impact	Risk Description	Status
Project Schedule	MSI	High	Delivery of Project Schedule that represents accurate forecasting of activities. Overall project schedule and individual site permit submissions/work starts impacted by implementation of LMR System redesign enhancements, slow A&E construction development progress, and individual site true-ups.	Active
Permit Submissions	MSI	High	Delayed A&E drawing process has impacted the LMR System implementation.	

4. Areas of Concern

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

ID	Event / Circumstance	Remedial Action Taken or Required
02-01	Early Construction of Some Sites	Permits for the initial group of 10 sites are still pending approved drawings.
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 and undetermined site parameters at several of the sites will impact the coverage. System redesign efforts will determine system impacts. Impact includes, microwave backhaul, equipment reconfigurations, channel plan changes, system coverage, licensing, and site design and permitting.

5. Disputes and Claims

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

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

6. Financial Status

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

Invoice Payment Category	Invoice Payment Totals
Contract Sum Full Payable Amount (Phase 1)	\$154,067,733
Cumulative Invoice Payments from Last Report	\$ 36,382,770
Total Invoice Payments This Period	\$ 10,588,376
Remaining Amount to be Paid	\$107,096,587

7. LA-RICS Master Schedule

As of this period MSI is in the process of developing the revised project implementation schedule based on the Authority's actual and projected dates for Site Access Agreements, FEMA independent site environmental approvals, FEMA construction waivers, and site Notice to Proceeds.

The Phase 1 section of the LMR project schedule is currently being developed to reflect the latest zoning durations by site and the latest site design layout changes. An exported file (XER) of the Phase 1 schedule is provided on a monthly basis to the Authority. The Authority is still waiting for MSI's submission of Phases 2, 3, and 4.

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LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

July 7, 2016

To: LA-RICS Authority Board of Directors

From: John Radeleff
Interim Executive Director

OUTREACH UPDATE

The purpose of this discussion item is to update your Board on the status of outreach activities pertaining to the Land Mobile Radio (LMR) project. The below meetings occurred since our last report to you:

Municipality	Meeting Date
<i>Supervisor Sheila Kuehl's Sr. Deputy Timothy Lippman</i>	April 26, 2016
<i>Department of Veterans Affairs</i>	May 3, 2016
<i>City of Bell City Council</i>	May 11, 2016
<i>Contract Cities City Managers Conference</i>	May 12-13, 2016
<i>City of Whittier</i>	May 19, 2016
<i>County Sanitation District of Los Angeles County</i>	May 26, 2016
<i>Caltrans</i>	June 2, 2016
<i>City of Signal Hill</i>	June 2, 2016
<i>City of Paramount</i>	June 2, 2016
<i>ICIS Executive Director Ray Edey</i>	June 8, 2016
<i>City of Sierra Madre Police Chief</i>	June 13, 2016
<i>City of La Verne Police Chief</i>	June 14, 2016
<i>City of Irwindale Police Chief</i>	June 23, 2016

AGENDA ITEM G

The LA-RICS Team prepared and participated in a meeting with Timothy Lippman, Senior Deputy to Supervisor Sheila Kuehl to discuss proposed LMR sites in the 3rd Supervisorial District.

Interim Executive Director John Radeleff and representatives from the LA-RICS Team met with representatives from the Department of Veterans Affairs to discuss their use of LMR and Long Term Evolution (LTE) for the Veterans Affairs Greater Los Angeles Public Safety Personnel.

As indicated in the above matrix, ongoing meetings have occurred in an effort to bridge relationships and provide demonstrations to the Cities of Signal Hill, Paramount, La Verne, Irwindale, and Sierra Madre.

Lieutenant Judy Anderson and Administrative Chief Susy Orellana-Curtiss attended the City of Bell City Council meeting to answer any questions they had regarding the reinstatement of their membership to LA-RICS.

Tasks in support of continued development and distribution of ongoing communications involved website support for posting the LMR Final Environmental Impact Report (FEIR). Ongoing activities include weekly outreach status meetings, site access agreement meetings, design meetings, and other related activities in support of executing stakeholder outreach.

The outreach team developed a strategy and identified a list of potential topics for upcoming editions of the LA-RICS Dispatch, which is LA-RICS' official newsletter. The outreach team will be using guidelines from this document to develop future editions of the Dispatch.

Lastly, the outreach team inventoried the LA-RICS homepage for outdated information and graphics, and began preparing for a content overhaul.

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JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

July 7, 2016

To: LA-RICS Authority Board of Directors

From: John Radeleff
Interim Executive Director

REPLACEMENT OF OVERSIGHT COMMITTEE MEMBER

SUBJECT

The Board is advised that a seat on the Oversight Committee is now available. If any member of the Board wishes to fill this seat, please notify the Chair of the Board. The Chair fills the seats on the Oversight Committee, at his discretion. The Oversight Committee monitors change orders, amendments, completion of Tasks, Subtasks, Deliverables and Milestones, or any deviation thereof, as it relates to the Land Mobile Radio (LMR) and Long Term Evolution (LTE) contracts. The replacement member should not be someone representing the County or the Contract Cities, who currently already serve on the Oversight Committee.

BACKGROUND

The Los Angeles Regional Interoperable Communications System (LA-RICS) Oversight Committee was established by your Board in September, 2013, to monitor change orders, amendments, completion of Tasks, Subtasks, Deliverables and Milestones, or any deviation thereof, as it relates to the LMR and LTE contracts. Given the change in membership as a result of the opt-out period, a seat on the Oversight Committee is now available. The committee member representing the City of Los Angeles is no longer available to serve based on the fact that the City of Los Angeles is no longer a member of the Authority.

AGENDA ITEM H

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this request is to fill the vacant position on the Oversight Committee due to the City of Los Angeles opting out of LA-RICS.

FISCAL IMPACT/FINANCING

There is no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed this item.

WST:pl

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**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

July 7, 2016

To: LA-RICS Authority Board of Directors

From: John Radeleff 
Interim Executive Director

PROJECT DEMONSTRATION

The purpose of this discussion item is to provide a demonstration of video, maps, GPS data and two-way voice traffic transmission between the Los Angeles County Sheriff's Department and Los Angeles County Fire Department utilizing the new Public Safety Broadband Network (PSBN) and the Land Mobile Radio (LMR) systems.

JR:WST:pl

AGENDA ITEM I



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

July 7, 2016

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

Dear Directors:

**APPROVE THE FISCAL-YEAR 2016-17 PROPOSED LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY
OPERATING BUDGET**

SUBJECT

The Fiscal-Year 2016-17 Proposed Los Angeles Regional Interoperable Communications System Authority Operating Budget.

RECOMMENDED ACTION

It is recommended that your Board:

It is recommended that the Los Angeles Regional Interoperable Communications System Authority (Authority) approve the enclosed Fiscal-Year 2016-17 Proposed Operating Budget of \$106,341,000 to be utilized for the continued operation of the Authority.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The attached Proposed Operating Budget will allow the Authority to expend funding on, among other things, County of Los Angeles (County) project team on loan to the Authority, executed contracts, travel and training, services and supplies, equipment, Lease, Liability and Commercial Property Insurance.

FISCAL IMPACT/FINANCING

Federal grants will fund \$100,935,000 of grant-funded expenditures. In addition to Federal Grant revenue, \$5,406,000 will be contributed by members in Fiscal-Year 2016-17 as stated in the adopted Funding Plan. Member contributions are made up of Member Funded Joint Power Authority (JPA) Operations in the amount of \$1,054,000,

AGENDA ITEM J

Long Term Evolution (LTE) Administrative Costs in the amount of \$790,000, and LTE Operations and Maintenance costs in the amount of \$3,562,000.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The County's Auditor-Controller reviewed the recommended action.

Respectfully submitted,



JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

JR:SOC:pl

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Enclosure

c: Counsel to the Authority



**FISCAL YEAR 16-17 BUDGET
EXECUTIVE SUMMARY**

PROJECT OVERVIEW

The Los Angeles Regional Interoperable Communication System (LA-RICS) is a modern collaborative effort of law enforcement, fire service, and health service professionals with the goal to provide a single, unified voice and data communication platform for all regional public safety agencies. When completed, LA-RICS will cover over 4,000 miles of diverse terrain and serve over 34,000 first responders working across 85 municipalities. LA-RICS will incorporate both a land mobile radio ("LMR") system and a wireless broadband data system. The LMR system will be a P25 digital, trunked system while the data system will be built using long term evolution ("LTE") wireless standards. LA-RICS will allow interagency coordination and response to routine, emergency, and catastrophic events.

A Joint Powers Authority ("Authority") was established in January 2009, to engage in regional and cooperative planning and coordination of governmental services. The JPA Board includes 10 Directors who represent a cross-section of first responder stakeholders who all share in the decision-making process, and has responsibility for setting policy and providing oversight on behalf of the Authority's Members.

The following details the proposed FY 2016-17 LA-RICS Operating Budget.

LA-RICS PROPOSED OPERATING BUDGET FISCAL YEAR 2016-17

Grant Funded Expenditures

- **Land Mobile Radio System (LMR).** Expenditures reimbursable under the Urban Area Securities Initiative (UASI) and the State Homeland Security Grant Program (SHSGP).
- **Long Term Evolution (LTE).** Expenditures reimbursable under Broadband Technologies Opportunity Program (BTOP).

Member Funded JPA Operations, LTE Administrative Cost and LTE Operation and Maintenance

Member Funded JPA Operations, LTE Administrative Cost and LTE Operations and Maintenance costs will be paid by the LA-RICS Members in accordance with the LA-RICS Adopted Funding Plan cash flow scenario dated October 8, 2015.

**LA-RICS FY 16-17 BUDGET
EXECUTIVE SUMMARY**

LA-RICS Project Team

Cost associated with salaries and employee benefits of project staff from various County of Los Angeles (County) departments, assigned to the LA-RICS project through a Master Agreement and Memorandum of Understanding between the Authority and the County Chief Executive Office (CEO). Project staff provide support relating to daily operations of the project, including Operations, Technical, and Administrative Support. Costs are projected and will not be incurred unless grant funds are secured for the same.

PROJECT TEAM	BTOP	UASI/SHSGP Funding	Member Funded JPA Operations	LTE Administrative Cost	LTE O&M	Yearly Costs (Salary & Employee Benefits)
<u>DISTRICT ATTORNEY (DA)</u>						
Administrative Deputy II *	0	0	119,132	97,700	19,727	236,559
Fiscal Officer I *	0	0	91,868	69,053	45,012	205,933
Administrative Services Manager I	0	0	67,000	78,100	0	145,100
DA Total	0	0	278,000	244,853	64,739	\$ 587,592
<u>TREASURER & TAX COLLECTOR (TTC)</u>						
Staff Assistant II *	25,000	68,699	0	0	10,000	103,699
TTC Total	25,000	68,699	0	0	10,000	\$ 103,699
<u>PUBLIC WORKS (PW)</u>						
Senior Management Secretary III *	0	54,435	20,000	50,000		124,435
PW Total	0	54,435	20,000	50,000	0	\$ 124,435
<u>SHERIFF (SH)</u>						
Senior Secretary III *	0	30,009	0	50,000	20,000	100,009
SH Total	0	30,009	0	50,000	20,000	\$ 100,009
<u>PROBATION (PB)</u>						
Administrative Services Manager I	20,779	80,581	0	20,778	27,000	149,138
Executive Assistant	0	125,000	0	68,560	3,000	196,560
PB Total	20,779	205,581	0	89,338	30,000	\$ 345,698
<u>ISD</u>						
Administrative Services Manager III *	19,729	90,271	0	67,291	20,000	197,291
ISD Total	19,729	90,271	0	67,291	20,000	\$ 197,291

UNFILLED POSITIONS

**LA-RICS FY 16-17 BUDGET
EXECUTIVE SUMMARY**

PROJECT TEAM	BTOP	UASI/SHSGP Funding	Member Funded JPA Operations	LTE Administrative Cost	LTE O&M	Yearly Costs (Salary & Employee Benefits)
Administrative Services Manager I	25,000	99,138	0	0	25,000	149,138
Administrative Services Manager II	10,000	141,778	0	0	10,000	161,778
Accounting Officer II	0	133,427	0	0	0	133,427
Staff Assistant II	0	103,699	0	0	0	103,699
Senior Secretary III	0	105,193	0	0	0	105,193
Unfilled total	35,000	583,235	0	0	35,000	\$ 653,235

AUDITOR CONTROLLER (A/C)

S&EB

Principal Accountant	0	11,641	10,000	0	0	21,641
Supervising Accountant	0	21,154	10,000	0	0	31,154
Accountant III	26,902	20,000	0	0	0	46,902

S&S

Travel Administrative Cost	0	2,000	0	0	0	2,000
Single Audit	0	47,222	0	17,778	0	65,000
Billing Services	0		25,000	50,000	50,000	125,000
A/C Total	26,902	102,017	45,000	67,778	50,000	\$ 291,697

COUNTY COUNSEL

Principal/Senior County Counsel (4)	25,001	709,479	28,000	75,000	0	837,480
County Counsel Total	25,001	709,479	28,000	75,000	0	\$ 837,480

INTERNAL SERVICES

DEPARTMENT (ISD)

Information Technology Specialist I	90,044	90,043	0	28,633	20,000	228,720
Sr. Telecom Systems Engineer (6)	168,396	656,791	0	90,857	183,209	1,099,253
Supervising Telecom System Engineer	80,000	80,000	0	26,250	20,000	206,250
Communication Tower & Line Supervisor (4)	63,379	443,652	0	0	0	507,031
Sr. Electronics Communications Technician (5)	0	259,970	0	0	387,064	647,034
ISD Total	401,819	1,530,456	0	145,740	610,273	\$ 2,688,288

LOS ANGELES COUNTY FIRE (FR)

Battalion Chief (1)	90,000	92,000	0	0	40,000	222,000
Fire Captain (2)	150,000	194,000	0	0	50,000	394,000

**LA-RICS FY 16-17 BUDGET
EXECUTIVE SUMMARY**

PROJECT TEAM	BTOP	UASI/SHSGP Funding	Member Funded JPA Operations	LTE Administrative Cost	LTE O&M	Yearly Costs (Salary & Employee Benefits)
Telecom System Consulting Engineer (1)	36,400	103,600	0	0	20,000	160,000
Fire Fighter Specialist (2)	120,000	200,000	0	0	20,000	340,000
FR Total	396,400	589,600	0	0	130,000	\$ 1,116,000

**LOS ANGELES COUNTY
SHERIFF (LASD)**

S&EB

Lieutenant (1)	30,000	208,488	0	0	25,000	263,488
Sergeant (2)	50,000	431,340	0	0	0	481,340
Deputy (4)	80,000	603,949	0	0	0	683,949
Operations Assistant III (1)	10,000	103,321	0	0	0	113,321
S&EB Total						\$1,542,098

S&S

Human Resources & Procurement Services	0	20,000	0	0	0	20,000
Station B & Station On Wheel - SOW MOU	0	100,000	0	0	0	100,000
LASD Total	170,000	1,467,098	0	0	25,000	\$1,662,098
Total	1,120,630	5,430,880	371,000	790,000	995,012	8,707,522

Total Budgeted Project Team for FY 16-17:

\$ 8,707,522

* These Positions are Underfills (individual sitting against a higher-level item)

Project Team Financing Sources

BTOP	1,121,000
UASI/SHSGP Grants	5,431,000
Member Funded JPA Operations	371,000
LTE Administrative Cost	790,000
LTE O&M	995,000
TOTAL	\$ 8,708,000

Travel & Training

Cost associated with travel and training of project staff to support the project goals and mission. Projected travel includes public education, outreach meetings, airfare charges, transportation charges, per diem, and related conference fee/meeting registration charges.

Travel & Training - Financing Sources

UASI/SHSGP Grants		50,000
Member Funded JPA Operations		40,000
TOTAL	\$	90,000

Services & Supplies

Cost associated with supplies required for daily operations at the LA-RICS Headquarters.

Supplies - Financing Sources

Member Funded JPA Operations		80,000
LTE O&M		50,000
TOTAL	\$	130,000

Admin and Legal Contractors

Cost associated with grant funded professional services agreements and contracts between the Authority and consultant for various services, including: LA-RICS Executive Director, Project Director, legal services executed contract for support in matters relating to the Federal Communications Commission (FCC), Audit Preparation support earmark of \$100,000 for a contract to be brought before the Board for approval, if needed, as well as support from the County of Los Angeles Department of Public Works for Building and Safety and other construction/permit-related support, CEO Real Estate Division for site access negotiations and execution, addition of GF Bunting firm to provide assistance with outreach services, and the Department of Regional Planning for zoning and construction support.

ADMIN AND LEGAL CONTRACTORS	Maximum Contract Sum	Funding Source
Executive Director	219,000	100% Member Funded JPA
Project Director	148,000	100% BTOP
Legal Services (FCC Support)	105,000	100% UASI/SHSGP Grants
MISC Contracts (CPA Firm / Audit Preparation)	100,000	50% BTOP & 50% UASI/SHSGP
MISC County Contracts (DPW, CEO, CEO RED, Regional Planning)	<u>350,000</u>	50% BTOP & 50% UASI/SHSGP Grants
	922,000	

Admin and Legal Contractors - Financing Sources

BTOP		373,000
UASI/SHSGP Grants		330,000
Member Funded JPA		219,000

TOTAL	\$	922,000
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Miscellaneous

Cost associated with miscellaneous fees, including utilities, as well as LMR Notices of Exemption (NOE) as well as escort and permit fees.

<u>Miscellaneous - Financing Sources</u>		
UASI/SHSGP Grants		200,000
Member Funded JPA Operations		100,000
TOTAL	\$	300,000

Capital Assets & Furniture

Cost associated with fixed asset purchases made by the Authority to support daily operations.

<u>Capital Assets & Furniture - Financing Sources</u>		
Member Funded JPA Operations		50,000
TOTAL	\$	50,000

Other Charges

Includes cost associated with LA-RICS JPA Insurance, Commercial Property Insurance and FCC Licensing.

<u>Other Charges - Financing Sources</u>		
UASI/Grant		484,000
Member Funded JPA Operations		76,000
TOTAL	\$	560,000

Lease, Tenant Improvements & Other Services – Suite 100 & 200

Cost associated with Lease of LA-RICS office at 2525 Corporate Place, Suite 100 and Suite 200, Monterey Park, CA 91754.

<u>Lease, Tenant Improvements & Other Services Financing Sources</u>		
Member Funded JPA Operations		118,000
LTE O&M (Member Funded)		112,000
TOTAL	\$	230,000

Contractors/Consultants Services

**LA-RICS FY 16-17 BUDGET
EXECUTIVE SUMMARY**

This includes project management, engineering, environmental studies, outreach, and deployment of the system (LMR and LTE).

CONTRACTORS/CONSULTANTS SERVICES	Maximum Contract Sum	Funding Source
Project Construction Management* (1) (Jacobs Contract)	6,293,000	UASI 12
	4,390,000	UASI 13
Broadband Engineering (Televate Contract)	700,000	SHSGP 15
Phase 1 & 2 PSBN* (2)	50,000,000	BTOP
Telecommunications Contract (Motorola Contract)	11,971,000	UASI 12
	9,354,000	UASI 13
	4,997,000	UASI 14
	5,241,000	UASI 16
Total Contractors/Consultants & Misc. Services	92,946,000	
* (1) Amounts based on Jacob's Contract, Estimates & Projected Schedule		
* (2) BTOP Balance left to pay out Phase 1 & Phase 2 award amount anticipated prior to June 30		
BTOP		50,000,000
UASI/SHSGP Grants		42,946,000
TOTAL	\$	92,946,000

LTE Operations & Maintenance

This includes LTE Maintenance Contractor and LTE Operations during FY 16-17.

LTE OPERATIONS & MAINTENANCE (MEMBER FUNDED)		Funding Source
LTE Maintenance Contractor* (1)	2,355,000	Member Funded
LTE Operations (Year 1)		Member Funded
Project Team	995,000	
Services & Supplies	50,000	
Miscellaneous	50,000	
Lease - Suite 100 & 200	112,000	
Total LTE Operations (1 Year)	1,207,000	
Total LTE Operations & Maintenance	\$ 3,562,000	

* (1) Projected amount, contract execution planned for September 2016

CONCLUSION

Total Grant Funded Expenditures – (\$100,935,000) line items in FY 16-17. BTOP Part 2 amount has been requested from NTIA, pending formal award/augmentation, cost will not be incurred until the award is augmented.

Member Funded JPA Operations – Cost associated with non-grant funded salaries and employee benefits of project staff, which include a portion of the salary and employee benefits from 07/01/2015 through 06/30/2016 corresponding to the following positions:

- Administrative Deputy II
- Fiscal Officer II
- Administrative Services Manager I (Grants)
- Senior Management Secretary III

These positions and / or certain work have been deemed unallowable for grant reimbursement by the UASI/SHSGP (LMR) grants as these positions are considered management and administration, and thus corresponding projected costs are included in the Member Funded JPA Operations line item.

Member Funded JPA Operations also include line items which could not be funded by UASI and SHSGP Grants as grantor required expenditures be dedicated to design and construction in this Fiscal Year. The Authority will continue to pursue funding of these line items in subsequent Fiscal Years:

- Certain travel and training supporting the project goals;
- Supplies required for daily operations;
- Certain Admin and Legal Contractors (Executive Director);
- Miscellaneous fees including utilities fees for testing each site, NOE and Escort and Permit Fees, etc.;
- Liability Insurance for LA-RICS JPA and Commercial Property Insurance; and
- Fixed asset, furniture purchase, and lease of LA-RICS offices.

LTE Administrative Cost – Cost associated certain Project Staff management and implementation of each site including contract and grant management as well as other tasks.

LTE Operation & Maintenance – Cost of LTE Operation and Maintenance during FY 16-17, including all cost associated with the projected LTE Maintenance Contractor and

all other expenditures (NOC monitoring, S&S, Miscellaneous, and Lease Suite 100 & 200) required to operate the LTE system.

Los Angeles Regional Interoperable Communications System (LARICS)
Proposed Operating Budget
Fiscal Year 2016-17

FINANCING USES	FY 2014-15 ACTUALS	FY 2015-16 BUDGET	FY 2015-16 ESTIMATED	FY 2016-17 PROPOSED
<u>Grant Funded Expenditures</u>				
Project Team	3,753,632	3,866,000	2,882,176	6,552,000
BTOP (1)	0	0	0	1,121,000
BTOP Cash Match (2)	2,362,181	1,381,000	1,371,906	0
UASI/SHSGP Grants	1,391,451	2,485,000	1,510,270	5,431,000
Travel & Training	90,631	150,000	57,339	50,000
BTOP	90,631	50,000	43,500	0
UASI/SHSGP Grants	0	100,000	13,839	50,000
Services & Supplies	130,000	50,000	35,236	0
BTOP	130,000	50,000	35,236	0
Admin and Legal Contractors	206,427	774,000	271,000	703,000
BTOP (1)	206,427	171,000	171,000	373,000
UASI/SHSGP Grants	0	603,000	100,000	330,000
Miscellaneous * (3)	18,040	88,000	38,000	200,000
BTOP	18,040	38,000	38,000	0
UASI/SHSGP Grants	0	50,000	0	200,000
Capital Assets & Furniture	100,000	25,000	63,007	0
BTOP	100,000	25,000	0	0
Other Charges* (4)	11,541	1,039,000	63,007	484,000
BTOP	11,541	39,000	22,000	0
UASI Grant	0	1,000,000	41,007	484,000
Lease & Other Services - Suite 100 & 200	204,688	63,000	26,000	0
BTOP	191,689	63,000	26,000	0
Contractors/Consultants Services	45,490,919	115,062,000	106,718,350	92,946,000
BTOP (1)	35,673,737	68,321,000	68,320,537	50,000,000
BTOP Cash Match (2)	0	1,257,000	1,257,000	0
UASI	6,231,982	44,784,000	36,440,813	42,246,000
SHSGP	3,585,200	700,000	700,000	700,000
Total Grant Funded Expenditures	47,643,697	118,479,000	108,782,209	100,935,000
<u>Member Funded JPA Operations (2)</u>				
Project Team	243,000	357,500	286,665	371,000
Travel & Training	8,181	50,000	30,000	40,000
Services & Supplies	45,618	150,000	80,000	80,000
Admin and Legal Contractors	97,738	0	0	219,000
Miscellaneous *(3)	0	62,500	62,500	100,000
Capital Assets & Furniture	91,742	75,000	0	50,000
Other Charges *(4)	0	116,000	87,000	76,000
Lease & Other Services - Suite 100 & 200	28,583	222,000	185,437	118,000
Total Member Funded JPA Operations	514,861	1,033,000	731,602	1,054,000
LTE Administrative Cost (2) (5)	0	775,000	624,000	790,000
LTE Operation & Maintenance (2)	0	0	0	3,562,000
BTOP Cash Match	0	2,638,000	2,629,000	0
Total LTE Member Funded Costs	0	3,413,000	3,253,000	4,352,000
TOTAL FINANCING USES	48,158,557	120,287,000	110,137,811	106,341,000
<u>FINANCING SOURCES</u>				
Federal Grant Revenue		118,479,000		100,935,000
Member's Contribution		1,808,000		5,406,000
BTOP Cash Match (2)		2,638,000		0
Total Available Financing		122,925,000		106,341,000

* (1) This amount has been applied for. Pending formal award/augmentation from NTIA. Cost will not be incurred until award is augmented.

* (2) Member Funded JPA Operations, LTE Administrative Cost, and LTE Operation & Maintenance are in accordance with the Adopted Funding Plan.

* (3) Fees including utilities, Notices of Exception, Escort and permit fees, etc.

* (4) Liability Insurance for LA-RICS JPA, Commercial Property Insurance and FCC Licensing.

* (5) LTE Administrative Cost include certain costs associated with the management & implementation of the LTE System, in accordance with the Adopted Funding Plan as well as other tasks.

**LA-RICS
FY 2016-2017**

PROJECT TEAM	BTOP	UASI/SHSGP Funding	Member Funded JPA Operations	LTE Administrative Cost	LTE O&M	Yearly Costs (Salary & Employee Benefits)
<u>DISTRICT ATTORNEY (DA)</u>						
Administrative Deputy II *	0	0	119,132	97,700	19,727	236,559
Fiscal Officer II *	0	0	91,868	69,053	45,012	205,933
Administrative Services Manager I	0	0	67,000	78,100	0	145,100
DA Total	0	0	278,000	244,853	64,739	\$ 587,592
<u>TREASURER & TAX COLLECTOR (TTC)</u>						
Staff Assistant II *	25,000	68,699	0	0	10,000	103,699
TTC Total	25,000	68,699	0	0	10,000	\$ 103,699
<u>PUBLIC WORKS (PW)</u>						
Senior Management Secretary III *	0	54,435	20,000	50,000	0	124,435
PW Total	0	54,435	20,000	50,000	0	\$ 124,435
<u>SHERIFF (SH)</u>						
Senior Secretary III *	0	30,009	0	50,000	20,000	100,009
SH Total	0	30,009	0	50,000	20,000	\$ 100,009
<u>PROBATION (PB)</u>						
Administrative Services Manager I	20,779	80,581	0	20,778	27,000	149,138
Executive Assistant	0	125,000	0	68,560	3,000	196,560
PB Total	20,779	205,581	0	89,338	30,000	\$ 345,698
<u>ISD</u>						
Administrative Services Manager III *	19,729	90,271	0	67,291	20,000	197,291
ISD Total	19,729	90,271	0	67,291	20,000	\$ 197,291
<u>UNFILLED POSITIONS</u>						
Administrative Services Manager I	25,000	99,138	0	0	25,000	149,138
Administrative Services Manager II	10,000	141,778	0	0	10,000	161,778
Accounting Officer II	0	133,427	0	0	0	133,427
Staff Assistant II	0	103,699	0	0	0	103,699
Senior Secretary III	0	105,193	0	0	0	105,193
Unfilled total	35,000	583,235	0	0	35,000	\$ 653,235
<u>AUDITOR CONTROLLER (A/C)</u>						
S&EB						
Principal Accountant	0	11,641	10,000	0	0	21,641
Supervising Accountant	0	21,154	10,000	0	0	31,154
Accountant III	26,902	20,000	0	0	0	46,902
S&S						
Travel Administrative Cost	0	2,000	0	0	0	2,000
Single Audit	0	47,222	0	17,778	0	65,000
Billing Services	0	0	25,000	50,000	50,000	125,000
A/C Total	26,902	102,017	45,000	67,778	50,000	\$ 291,697

AGENDA ITEM J - ENCLOSURE

**LA-RICS
FY 2016-2017**

PROJECT TEAM	BTOP	UASI/SHSGP Funding	Member Funded JPA Operations	LTE Administrative Cost	LTE O&M	Yearly Costs (Salary & Employee Benefits)
<u>COUNTY COUNSEL</u>						
Principal/Senior County Counsel (4)	25,001	709,479	28,000	75,000	0	837,480
County Counsel Total	25,001	709,479	28,000	75,000	0	\$ 837,480
<u>INTERNAL SERVICES DEPARTMENT (ISD)</u>						
Information Technology Specialist I	90,044	90,043	0	28,633	20,000	228,720
Sr. Telecom Systems Engineer (6)	168,396	656,791	0	90,857	183,209	1,099,253
Supervising Telecom System Engineer	80,000	80,000	0	26,250	20,000	206,250
Communication Tower & Line Supervisor (4)	63,379	443,652	0		0	507,031
Sr. Electronics Communications Technician (5)	0	259,970	0	0	387,064	647,034
ISD Total	401,819	1,530,456	0	145,740	610,273	\$ 2,688,288
<u>LOS ANGELES COUNTY FIRE (FR)</u>						
Battalion Chief (1)	90,000	92,000	0	0	40,000	222,000
Fire Captain (2)	150,000	194,000	0	0	50,000	394,000
Telecom System Consulting Engineer (1)	36,400	103,600	0	0	20,000	160,000
Fire Fighter Specialist (2)	120,000	200,000	0	0	20,000	340,000
FR Total	396,400	589,600	0	0	130,000	\$ 1,116,000
<u>LOS ANGELES COUNTY SHERIFF (LASD)</u>						
S&EB						
Lieutenant (1)	30,000	208,488	0	0	25,000	263,488
Sergeant (2)	50,000	431,340	0	0	0	481,340
Deputy (4)	80,000	603,949	0	0	0	683,949
Operations Assistant III (1)	10,000	103,321	0	0	0	113,321
S&EB Total						\$ 1,542,098
S&S						
Human Resources & Procurement Services	0	20,000	0	0	0	20,000
Station B & Station On Wheel (SOW) MOU	0	100,000	0	0	0	100,000
LASD Total	170,000	1,467,098	0	0	25,000	\$ 1,662,098
Total	1,120,630	5,430,880	371,000	790,000	995,012	8,707,522
Total Budgeted Project Team for FY 16-17						\$ 8,707,522
* These Positions are Underfills						

**LA-RICS
FY 2016-2017**

ADMIN AND LEGAL CONTRACTORS	Maximum Contract Sum	Funding Source
Executive Director	219,000	100% Member Funded JPA
Project Director	148,000	100% BTOP
Legal Services	105,000	100% UASI/SHSGP Grants
MISC Contracts (CPA Firm / Audit Preparation)	100,000	50% BTOP & 50% UASI/SHSGP
MISC County Contracts (DPW, CEO, CEO RED, RP)	350,000	50% BTOP & 50% UASI/SHSGP
Total Admin and Legal	\$ 922,000	

CONTRACTORS/CONSULTANTS	Maximum Contract Sum	Funding Source
Project Construction Management* (1)	6,293,000	UASI 12
	4,390,000	UASI 13
Broadband Engineering	700,000	SHSGP 15
Phase 1 & 2 PSBN* (2)	50,000,000	BTOP (Augmented award anticipated prior to June 30)
Telecommunications & Devices Contractors	11,971,000	UASI 12
	9,354,000	UASI 13
	4,997,000	UASI 14
	5,241,000	UASI 16
Total Contractors/Consultants Services	\$ 92,946,000	

* (1) Amounts based on Jacob's Contract, Estimates & Projected Schedule

* (2) BTOP Balance left to pay out Phase 1 & Phase 2 award anticipated prior to June 30

LTE OPERATIONS & MAINTENANCE (MEMBER FUNDED)		Funding Source
LTE Maintenance Contractor	2,355,000	Member Funded
LTE Operations (Year 1)		Member Funded
Project Team	995,000	
Services & Supplies	50,000	
Miscellaneous	50,000	
Lease - Suite 100 & 200	112,000	
Total LTE Operations (1 Year)	1,207,000	
Total LTE Operations & Maintenance	\$ 3,562,000	



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

July 7, 2016

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

Dear Directors:

REQUEST TO REINSTATE THE CITY OF BELL AS A MEMBER IN LA-RICS

SUBJECT

Board approval is requested to accept the City of Bell's request to reinstate its membership into LA-RICS.

RECOMMENDED ACTION

It is recommended that your board:

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the meeting of August 21, 2014, your Board unanimously voted to extend the deadline for submission of written notices of withdrawal from November 24, 2014 to November 24, 2015. Your Board also requested the Interim Executive Director to reach out to those member agencies who had previously notified LA-RICS of their desire to opt-out, that they could amend their decisions.

On November 18, 2015, the City Manager of Bell notified LA-RICS of their intent to withdraw their LA-RICS Membership.

AGENDA ITEM K

On March 28, 2016, Interim Executive Director John Radeleff met with the Police Chief of Bell and other City Officials to provide them with a demonstration of the Public Safety Broadband Network (PSBN) system. After seeing what the system offers, they were very interested in returning to LA-RICS.

On May 11, 2016, the City Council of Bell approved a request from the City Manager to execute reinstatement of their LA-RICS Membership.

The resolution memorializing their action is an Enclosure.

FISCAL IMPACT/FINANCING

There is no fiscal impact.

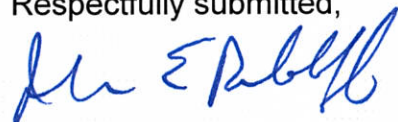
FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

CONCLUSION

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

Respectfully submitted,



JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

WST:pl

X:\11-Agendas & Minutes (JPA Board of Directors)\01-AGENDAS\2016 Agendas\7-July 7, 2016\Agenda Item X - Reinstatement Bell Board Letter 07062016tm.docx.doc

Enclosure

c: Counsel to the Authority

RESOLUTION NO 2016-25

**A RESOLUTION OF THE CITY COUNCIL OF CITY OF BELL
AUTHORIZING THE CITY MANAGER TO SIGN AN MOU
REJOINING THE LOS ANGELES RADIO INTEROPERABLE
COMMUNICATIONS SYSTEM (LA-RICS) VIA JOINT POWERS
AUTHORITY (JPA) FOR THE PURPOSE OF MAINTAINING
REGIONAL RADIO COMMUNICATIONS CAPABILITIES FOR
THE BELL POLICE DEPARTMENT**

WHEREAS, the City of Bell currently has a need for regional radio communications capabilities for their police department; and

WHEREAS, the Los Angeles Radio Interoperable Communications System (LA-RICS) via Joint Powers Authority (JPA); can provide quality regional radio communications capabilities; and

WHEREAS, Bell and various other cities opted out of the LA-RICS due to the costs of the system, which escalated to remaining cities as others opted out; and

WHEREAS, there has been sufficient information received by the police department to warrant rejoining LA-RICS/JPA as the service provider of regional radio communications capabilities; and

WHEREAS, LA-RICS/JPA has agreed to provide the regional radio communications capabilities services pursuant to an MOU Agreement, and to ultimately achieve LTE connectivity.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY
RESOLVE AS FOLLOWS:**


SECTION 1: Authorize the City Manager to re-enter into an MOU Agreement with LA-RICS/JPA for the purpose of providing regional interoperable communications system to be utilized by the City of Bell Police Department subject to the following.

SECTION 2: Annual costs to the City of Bell shall be per Exhibit A.

SECTION 3: LA-RICS shall freeze costs as per the Funding Formula (Exhibit A) should agencies opt out of the JPA.

SECTION 4: LA-RICS shall in good faith work to achieve LTE connectivity in southeast and Bell system in the next few years.

PASSED, APPROVED, AND ADOPTED this 11nd day of May, 2016


Alicia Romero, Mayor

APPROVED AS TO FORM:



Dave Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

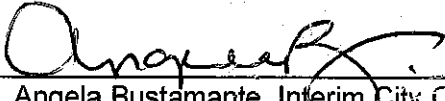
I, Angela Bustamante, Interim City Clerk of the City of Bell, hereby certify that the above and foregoing resolution was duly adopted by the Bell City Council at its regular meeting held on the 11th day of May 2016, by the following vote:

AYES: Councilmembers Quintana, Saleh, Valencia, Vice Mayor Gallardo and Mayor Romero

NOES: None

ABSENT: None

ABSTAIN: None



Angela Bustamante, Interim City Clerk

EXHIBIT – A

The approved revised Funding Plan adopted October 8, 2015, establishes the estimated cost for the City of Bell to participate in the LA-RICS system for police communication services at \$337,609 through FY 2031/32. The revised funding plan eliminates the required hard match that was initially proposed in March 2014. Additionally, LA-RICS agreed to freeze costs as published in the October 2015 funding report should additional cities elect to opt out of the JPA. Below is a summary of Bell's LA-RICS membership costs based on the latest revised Funding Plan:

FISCAL YEAR	JPA OPERATIONS	LMR	LTE	TOTAL
2014/15	\$ 1,330.00	\$ -	\$ -	\$ 1,330.00
2015/16	\$ 2,667.00		\$ 1,719.00	\$ 4,386.00
2016/17	\$ 2,720.00		\$ 6,415.00	\$ 9,135.00
2017/18	\$ 2,775.00	\$ 1,058.00	\$ 6,562.00	\$ 10,395.00
2018/19	\$ 2,830.00	\$ 6,344.00	\$ 6,678.00	\$ 15,852.00
2019/20	\$ 2,887.00	\$ 6,225.00	\$ 7,016.00	\$ 16,128.00
2020/21	\$ 2,945.00	\$ 12,416.00	\$ 7,069.00	\$ 22,430.00
2021/22	\$ 3,003.00	\$ 12,439.00	\$ 7,196.00	\$ 22,638.00
2022/23	\$ 3,064.00	\$ 12,392.00	\$ 7,326.00	\$ 22,782.00
2023/24	\$ 3,125.00	\$ 12,345.00	\$ 7,458.00	\$ 22,928.00
2024/25	\$ 3,187.00	\$ 12,369.00	\$ 7,593.00	\$ 23,149.00
2025/26	\$ 3,251.00	\$ 12,323.00	\$ 7,731.00	\$ 23,305.00
2026/27	\$ 3,316.00	\$ 12,348.00	\$ 7,872.00	\$ 23,536.00
2027/28	\$ 3,382.00	\$ 12,373.00	\$ 8,015.00	\$ 23,770.00
2028/29	\$ 3,450.00	\$ 12,329.00	\$ 8,162.00	\$ 23,941.00
2029/30	\$ 3,519.00	\$ 12,355.00	\$ 8,311.00	\$ 24,185.00
2030/31	\$ 3,589.00	\$ 12,382.00	\$ 7,761.00	\$ 23,732.00
2031/32	\$ 3,661.00	\$ 12,410.00	\$ 7,916.00	\$ 23,987.00
TOTAL	\$ 54,701.00	\$ 162,108.00	\$ 120,800.00	\$ 337,609.00



**LOS ANGELES REGIONAL INTEROPERABLE
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JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

July 7, 2016

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

Dear Directors:

**AMENDMENT NO. 21 TO THE PROJECT AND
CONSTRUCTION MANAGEMENT SERVICES AGREEMENT**

SUBJECT

Board approval is requested to (1) authorize an amendment to the Project and Construction Management Services contract with Jacobs Project Management Co., (Jacobs) to (a) shift funds in the amount of \$1,274,360 from Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (System Implementation) to Phase 1 (System Design) in the Land Mobile Radio (LMR) project of the Jacobs' contract Agreement Budget to ensure that there are sufficient funds for Phase 1 activities due to extended design activities related to certain federal sites; (b) reflect an increase in the amount of \$369,541 for Long Term Evolution (LTE) Work related to the development of the Phase 2 buildout of the Public Safety Broadband Network (PSBN) in the Agreement Budget; (c) replace the Rate Schedule to the Jacobs' contract to reflect changes to Jacobs' staffing; and (d) replace the Administration of Agreement to the Jacobs' contract to reflect the replacement of Jacobs management assigned to the LA-RICS project; (e) increase the Maximum Contract Sum by \$369,541; and (2) delegate authority to the Interim Executive Director to execute Amendment No. 21 in substantially similar form to the enclosed.

RECOMMENDED ACTION

It is recommended that your Board:

1. Approve Amendment No. 21 to the Project and Construction Management Services contract with Jacobs, in substantially similar form to the enclosed, to reflect the following:

AGENDA ITEM L

- a. Shift funds in the amount of \$1,274,360 from Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (System Integration) to Phase 1 (System Design) to ensure sufficient funds to cover Phase 1 activities for the LMR project of the Agreement Budget due to extended design activities related to certain federal sites.
 - b. Reflect an increase in the amount of \$369,541 for Long Term Evolution (LTE) Work related to the development of the Phase 2 buildout of the Public Safety Broadband Network (PSBN) for July 2016 through September 2016, contingent upon final approval from the National Oceanic and Atmospheric Administration (NOAA).
 - c. Replace the Jacobs' contract Rate Schedule to reflect changes to the Jacobs' staffing.
 - d. Replace the Administration of Agreement to the Jacobs' contract to reflect changes to Jacobs' management assigned to the LA-RICS project.
 - e. Increase the Maximum Contract Sum by \$369,541 for the LTE project of the Agreement Budget from \$37,009,416, to \$37,378,957.
2. Delegate authority to the Interim Executive Director to execute Amendment No. 21 with Jacobs, substantially similar in form to the enclosed, and issue one or more Notices to Proceed for this Work.

BACKGROUND

On March 29, 2012, your Board authorized the Executive Director to execute the contract with Jacobs for project and construction management services. Since this contract's inception, your Board has approved various amendments to increase the scope of work, such as adding a preliminary Phase 0 to the project to develop technical specifications and Request for Proposals (RFP) and proposal compliance analysis. Further amendments were approved by your Board to increase the scope of environmental work being performed, and the level of effort for certain tasks that the Authority has required throughout the term of this contract, such as outreach work. At this time, shifting funds for the LMR project is needed to manage and oversee extended design-related activities at certain federal sites. In particular, there are thirteen (13) U.S. Forest Service sites that will have extended design-related activities due to the requirements of that agency.

On May 2, 2016, Jacobs appointed a new Program Manager to oversee the LA-RICS project. Since then, the newly appointed Program Manager has assessed the make-up of the Jacobs staff and has recommended certain changes which are reflected in Amendment No. 21.

On June 21, 2016, the Authority submitted a supplement to its proposed plan and budget related to the Phase 2 buildout of the PSBN to the National Telecommunications and Information Agency (NTIA). The plan contemplated the proposed Phase 2 PSBN work and budget to allow the Authority to continue its efforts and progress during Quarter 3 2016 (July 2016 through September 2016) while the Authority awaits its complete formal grant augmentation for PSBN Phase 2.

On June 23, 2016, the Authority received notification the NTIA submitted the proposed Quarter 3 plan to the NOAA Grants Office for final approval. It is the expectation that NOAA will provide its approval for the Quarter 3 work prior to or shortly thereafter your Board's July meeting.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to authorize the Interim Executive Director, on behalf of the Authority, to make the changes necessary to reflect (1) the shifting of funds from Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (System Implementation) to Phase 1 (System Design) in the LMR System budget of the Jacobs' contract Agreement Budget to ensure sufficient funds for Phase 1 activities due to extended design activities related to certain federal sites; (2) reflect an increase in the amount of \$369,541 for LTE Work related to the development of the Phase 2 buildout of the PSBN for July 2016 through September 2016, contingent upon final approval from the NOAA; (3) replace the Rate Schedule to the Jacobs' contract to reflect the changes to Jacobs' staffing; and (4) replace the Administration of Agreement to the Jacobs' contract to reflect the replacement of Jacobs management assigned to the LA-RICS project; and (5) reflect an increase to the Maximum Contract Sum in the amount of \$369,541 for the LTE project of the Agreement Budget.

The shifting of funds under the LMR System project of the Agreement Budget of the Jacobs' contract will allow the Jacobs team to continue with Phase 1 activities up through completion. Extending Phase 1 activities is necessary to receive approvals on certain federally-owned property being considered as part of the LMR System, in particular by the United States Forest Service. Such Phase 1 activities shall be performed concurrently with Work for Phases 2-4, respectively. Further, the shifting of funds does not impact the ability to carry out the activities in Phases 2-4 and the funds in the Jacobs' contract will allow the Jacobs team to perform services on schedule.

With respect the LTE work, in order for Jacobs to continue its efforts working on Phase 2 of the PSBN buildout for Quarter 3, it's necessary to amend their Agreement Budget accordingly to contemplate this work, contingent upon NOAA final approval. In the event that NOAA, does not provide the Authority to proceed on with this work for Quarter 3, the Authority will not include the increased cost for this work in the proposed Amendment No. 21 and the Jacobs team will not perform this work.

The Jacobs' contract Rate Schedule is being revised to reflect recent changes to the Jacobs' staff assigned to work on the LA-RICS project as a result of the reorganization. Four positions and corresponding rates were added that were not previously contemplated and other positions were retitled and filled to better align with work being carried out by Jacobs. Further, the revisions do not increase the Maximum Contract Sum as the changes in staffing reflect a more efficient use of staff resources. Lastly, the positions now better align with the work necessary for Jacobs to complete for the Authority.

The changes reflected in the Administration of Agreement to the Jacobs' contract were made to reflect recent adjustments to the management level of the Jacobs staff. The Administration of Agreement correlates with the positions and individuals identified in the proposed Rate Schedule.

FISCAL IMPACT/FINANCING

With respect to the shifting in funds for the LMR project, there is no change to the Maximum Contract Sum.

For the LTE project, should NOAA provide its approval, the Maximum Contract Sum will be increased by \$369,541 from \$37,009,416, to \$37,378,957.

All contract costs related to the services rendered under Amendment No. 21 for the LMR System will be reimbursable under the Urban Areas Security Initiative (UASI) and/or State Homeland Security Grant Program (SHSGP) grant awards from the Department of Homeland Security.

Whereas, all contract costs related to the services rendered under Amendment No. 21 for the LTE System (i.e. PSBN) will be reimbursable under the Broadband Technology Opportunities Program (BTOP) grant.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Counsel to the Authority has reviewed the recommended actions.

CONCLUSION

Upon the Board's approval of the recommended actions, on behalf of the Authority, the Interim Executive Director will execute Amendment No. 21, substantially similar in form to the enclosed.

Respectfully submitted,



JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

JR:JA:pl

Enclosure

c: Counsel to the Authority

**AMENDMENT NUMBER TWENTY-ONE TO
AGREEMENT FOR CONSULTANT SERVICES**

Recitals

This Amendment Number Twenty-One ("Amendment No. 21") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Jacobs Project Management Co. ("Consultant"), effective as of July _____, 2016, based on the following recitals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Agreement has been previously amended by Amendment Number Fifteen, effective May 21, 2015, to (a) reduce the cost for LTE portion of work by \$789,120, to decrease the level of effort apportioned to the LTE project as proposed in the Authority's response to a Corrective Action Plan issued by the National Oceanic and Atmospheric Administration (NOAA) Grants Management Division, on behalf of the National Telecommunications and Information Administration (NTIA), following direction from the County of Los Angeles (County) and City of Los Angeles (City) to reduce the number of PSBN Sites; (b) from a portion of this reduced cost, increase the level of effort for outreach services by \$685,200 to communicate the projects purpose, needs and benefits, provide information about the sites within the impacted areas, and educate the public on important public safety aspects of the project; and (c) to revise Appendix A-2 (Agreement Budget) to reduce the Maximum Contract Sum by \$103,920 (\$789,120 - \$685,200), from \$32,497,345 to \$32,393,425, when taking the smaller scale PSBN project and increased level of outreach efforts into consideration.

The Agreement has been previously amended by Amendment Number Sixteen, effective July 14, 2015, to (a) increase the level of staffing contemplated in the

Agreement to ensure that Work related to the PSBN portion of the Agreement in regards to claims resolution are successfully completed; and (b) revise Appendix A-2 (Agreement Budget) to increase the Maximum Contract Sum by \$249,680 from \$32,393,425 to \$32,643,105, in accordance with the increased level of staffing.

The Agreement has been previously amended by Amendment Number Seventeen, effective September 2, 2015, to (a) increase the scope of work and cost as it relates to the LMR System to perform certain environmental work, including but not limited to, (i) preparing and delivering nine (9) NEPA-compliant Environmental Assessment (EA) for broken down as follows: three (3) site-specific EAs for sites on non-Federal land and six (6) EAs for sites on federal land administered by six (6) different Federal agencies related to the Land Mobile Radio (LMR) System; (ii) perform the various biological and cultural resource (including historical, architectural history, archeological and/or paleontological) surveys, record search and reports required for the various EAs; (iii) increase the scope of environmental compliance monitoring to oversee and coordinate the activities of the LMR Contractor; (iv) all in the amount of \$3,442,250; (b) revise Attachment A (Scope of Work) to reflect the increased environmental work; (c) reallocate funds from subsequent phases to Phase 1 to continue Phase 1 LMR activities while environmental work is in progress in an amount of \$1,961,996; (d) reflect a reduction in costs by identifying various staff efficiencies in subsequent phases for a cost savings in the amount of \$2,443,700; and (e) revise Appendix A-2 (Agreement Budget) to reflect an increase in the Maximum Contract Sum by \$2,960,546, (\$3,442,250 + \$1,961,996 - \$2,443,700 when taking increases and cost savings into consideration) from \$32,643,105 to \$35,603,651, to contemplate the increased scope and level of effort related to the environmental work.

This Agreement has been previously amended by Amendment Number Eighteen, effective September 10, 2015, to (a) increase in scope and level of effort for complete outreach activities for the LMR portion of the project, which includes, but is not limited to, outreach to communicate the projects purpose, needs and benefits, provide information about LMR sites within the impacted areas, educate stakeholder agencies and the public on important public safety aspects of the project, provide outreach associated with the CEQA/NEPA environmental component of the project; (b) revise Attachment A (Scope of Work) to reflect the increased outreach work; and (c) revise Appendix A-2 (Agreement Budget) to reflect an increase in the Maximum Contract Sum by a not to exceed amount of \$150,000 from \$35,603,651 to \$35,753,651, to contemplate the increased scope and level of effort related to the increased outreach activities for work performed from the effective date of this Amendment No. 18 to October 1, 2015.

The Agreement has been previously amended by Amendment Number Nineteen, effective October 9, 2015, to (a) reflect an increase in scope and level of effort for complete outreach activities for the LMR portion of the project, which includes, but is not limited to, outreach to communicate the projects purpose, needs and benefits, provide information about LMR sites within the impacted areas, educate stakeholder agencies and the public on important public safety aspects of the project, provide outreach

associated with the CEQA/NEPA environmental component of the project; (b) revise Attachment A (Scope of Work) to reflect the increased outreach work; and (c) revise Appendix A-2 (Agreement Budget) to reflect an increase in the Maximum Contract Sum by \$1,255,765 from \$35,753,651 to \$37,009,416, to contemplate the increased scope and level of effort related to the increased outreach activities.

The Agreement has been previously amended by Amendment No. 20, effective April 26, 2016, to revise Appendix A-2 (Agreement Budget) to reflect the shifting in funds in the amount of \$139,902 between Phase 4 of the LMR System to Phase 4 of the Consultant's LTE System budget to ensure that the Consultant has sufficient funds for Work up to June 30, 2016, with no increase to the Maximum Contract Sum as the Authority has secured an informal no-cost BTOP Grant extension through this period. As such, the Maximum Contract Sum cannot be increased until such time as a formal grant budget augmentation is achieved.

The Authority and Consultant desire to further amend the Agreement to (a) revise Appendix A-2 (Agreement Budget) to shift funds in the amount of \$1,274,360 for the LMR project of the Agreement for Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), Phase 4 (System Implementation) to Phase 1 (System Design) to ensure the Jacobs contract has sufficient funds to cover Phase 1 activities due to extended design activities related to certain federal sites; (b) revise Appendix A-2 (Agreement Budget) to reflect an increase in the amount of \$369,541 for LTE Work related to the development of the Phase 2 buildout of the PSBN for July 2016 through September 2016; (c) revise Attachment B (Rate Schedule) to reflect changes to Jacobs staffing, and (d) to revise Attachment D (Administration of Agreement) to reflect changes in Jacobs management assigned to the LA-RICS project; (e) increase the Maximum Contract Sum by \$369,541 for the LTE project of the Agreement Budget from \$37,009,416, to \$37,378,957 to contemplate the increased scope and level of effort related to development of the PSBN Phase 2 buildout.

This Amendment No. 21 is authorized under Paragraph 40 of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 21, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Consultant hereby agree as follows:

1. Capitalized Terms; Section References.

Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement, as amended by this Amendment No. 21. Unless otherwise noted, section references in this Amendment No. 21 refer to sections of the body of the Agreement, as amended by this Amendment No. 21

2. Section 3.1, under Consideration, of the Agreement, is deleted in its entirety, and is replaced by the following:
 - 3.1 In consideration of the performance by Consultant in a manner satisfactory to Authority of the services described in Section 2 above, including receipt and acceptance of such work by Executive Director of the Authority or such person's designee (hereinafter called "Director"), Authority agrees to pay Consultant a maximum not-to-exceed sum of Thirty-Seven Million, Three Hundred Seventy-Eight Thousand, Nine Hundred Fifty-Seven Dollars (\$37,378,957).
3. Appendix A-2 (Agreement Budget) to the Agreement is hereby deleted in its entirety, and is replaced by Appendix A-2 (Agreement Budget), dated July 2016, attached to this Amendment No. 21 and incorporated by this reference.
4. Attachment B (Rate Schedule) to the Agreement is hereby deleted in its entirety, and is replaced with Attachment B (Rate Schedule), dated July 2016, attached to this Amendment No. 21 and incorporated by this reference.
5. Attachment D (Administration of Agreement) to the Agreement is hereby deleted in its entirety and is replaced with Attachment D (Administration of Agreement), dated July 2016, attached to this Amendment No. 21 and incorporated by this reference.
6. This Amendment No. 21 shall become effective as of the date identified in the recitals, which is the date upon which:
 - 6.1 An authorized officer of Consultant has executed this Amendment No. 21;
 - 6.2 The Authority's Board of Directors has authorized the execution of this Amendment No. 21, if required;
 - 6.3 Los Angeles County Counsel has approved this Amendment No. 21 as to form; and
 - 6.4 The Interim Executive Director of the Authority has executed this Amendment No. 21.
7. Except as expressly provided in this Amendment No. 21, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
8. Consultant and the person executing this Amendment No. 21 on behalf of Consultant represent and warrant that the person executing this Amendment No. 21 for Consultant is an authorized agent who has actual authority to bind Consultant to each and every term and condition of the Agreement, as amended by this Amendment No. 21, and that all requirements of Consultant to provide such actual authority have been fulfilled.

9. This Amendment No. 21 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.
10. This Amendment No. 21 shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within that State.

* * *

**AMENDMENT NUMBER TWENTY-ONE TO
AGREEMENT FOR CONSULTANT SERVICES**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 21 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

JACOBS PROJECT MANAGEMENT CO.

By: _____

John Radeleff
Interim Executive Director

By: _____

Issam Khalaf
Vice President
West Division PMCM

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

MARY WICKHAM
County Counsel

By: _____

Truc L. Moore
Senior Deputy County Counsel

**APPENDIX A-2
AGREEMENT BUDGET**

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

LMR SYSTEM	
Phase 0 – Preliminary Phase – Project Startup	\$2,341,038
Phase 1 – System Design	\$16,298,167
Phase 2 – Site Construction and Site Modification	\$3,151,913
Phase 3 – Supply LMR System Components	\$433,020
Phase 4 – System Implementation	\$4,298,707
Phase 5 – System Maintenance	-
LMR System Other Direct Costs	\$600,050
LMR System Total	\$27,122,895

LTE SYSTEM	
Phase 0 – Preliminary Phase – Project Startup	\$1,434,602
Phase 1 – System Design	\$1,191,912
Phase 2 – Site Construction and Site Modification	\$5,288,848
Phase 3 – Supply LTE System Components	\$499,790
Phase 4 – System Implementation	\$1,277,027
Phase 5 – System Maintenance	-
LTE System Other Direct Costs	\$563,883
LTE System Total	\$10,256,062

MAXIMUM CONTRACT SUM	\$37,378,957
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ATTACHMENT B RATE SCHEDULE

Los Angeles Regional Interoperable Communications Systems
(LA-RICS) - Rate/Position Schedule: July 2016

Position	Name	Rate
Program Director	Gary Simon	\$180
Program Manager	Chris Odenthal	\$180
Assistant Program Manager	TBD	\$142
Senior Project Manager – Technology	Mike Dipiero	\$165
Senior Project Manager – Construction	Justin Delfino	\$165
Senior Project Manager - Environmental	Jim Hoyt	\$165
Document Control	Abdul Abdul-Hafiz	\$65
Administration	Marina Nguyen	\$55
Project Manager – Entitlements	Tom Molina	\$160
Change Management Lead	Vanessa Montes	\$85
Environmental Lead	Carl Rykaczewski	\$160
Environmental Lead	Beth Defend	\$160
Environmental Subject Matter Expert	Bruce Palmer	\$160
Environmental Subject Matter Expert	Paige Peyton	\$160
Environmental Subject Matter Expert	Brian Weith	\$160
Environmental Subject Matter Expert	Jason Walsh	\$160
Senior Specialist	David Charleton	\$150
Senior Specialist	Jeff Berna	\$150
Specialist	Dan Woodward	\$130
GIS/Graphics Specialist	Andy Priest	\$130
GIS/Graphics Specialist	Vamshi Yellisetty	\$130
Technical Editor	Linda St. John	\$100
System Design – Backbone Network	Roy Cuevas	\$155
System Design – RF Network	Fritz Rote	\$155
Supply and Staging – Site Equipment	Nalani Whatley	\$160
Team Leader – P.E. Technology	Ed Jones	\$155
Team Leader – P.E. Construction	Preeti Parthasarthy	\$155
Electrical Engineer	Michael Molinari	\$110
Structural Engineer	Deep Shah	\$110
Project Engineer Field Team – Technology	Dan Walker	\$150
Project Engineer Field Team – Site/Civil	Steve Sanchez	\$150
Project Engineer Field Team – Site/Civil	Riad El Masri	\$150
Contract Administration - Internal	Angelica Villicana	\$160
Community Outreach Support	Katz	\$195
Site Access/Zoning	Tanya Roth	\$110
Site Access/Zoning	Raquel Barnes	\$110
Scheduling	John Matsumoto	\$142
Program Controls Manager	TBD	\$165
System Manager – LMR	TBD	\$160
System Manager – LTE	TBD	\$160
Construction Manager – Site/Civil	TBD	\$150
Environmental Subcontract	TBD	\$195
Site Assessment	TBD	\$142
Constructability/Design Review	TBD	\$142
Scheduler Support	TBD	\$130

ATTACHMENT B**Amended and Restated Under Amendment No. 21 (July 2016)**

Position	Name	Rate
Estimating	TBD	\$142
Warranty Support	TBD	\$160
Labor Compliance	TBD	\$150

ATTACHMENT D
ADMINISTRATION OF AGREEMENT

▪ **Consultant Program Director**

Gary Simon
Jacobs Project Management Co.
3161 Michelson Drive, Suite 500
Irvine, CA 92612
Phone: (949) 224-7686
Email: Gary.Simon@jacobs.com

▪ **Consultant Program Manager**

Chris Odenthal
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
Phone: (760) 717-3400
Email: Chris.Odenthal@jacobs.com

▪ **Consultant Assistant Program Manager**

TBD
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
Phone:
Email:

▪ **Senior Project Manager – Technology**

Michael Dipiero
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
Phone: (925) 260-9275
Email: mdipiero@v-onedesign.com

▪ **Senior Project Manager – Construction**

Justin Delfino
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
Phone: (480) 393-6682
Email: Justin.Delfino@jacobs.com

- **Senior Project Manager – Environmental**

Jim Hoyt
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
Phone: (760) 954-8120
Email: Jim.Hoyt@jacobs.com



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

July 7, 2016

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

Dear Directors:

**APPROVE MEMORANDUM OF UNDERSTANDING FOR USE OF LOS ANGELES
REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS)
USER EQUIPMENT ON THE LAND MOBILE RADIO (LMR) SYSTEM
EARLY DEPLOYMENT SYSTEM**

SUBJECT

Board approval is requested to delegate authority to the Interim Executive Director to execute Memorandums of Understanding (MOU), substantially similar to the enclosed, to allow the Authority to loan portable radios, radio accessories, consolettes, and/or consoles (collectively, User Equipment) to agencies on a gratis basis. This action would allow the Authority to loan the User Equipment to more than just Member Agencies of the Authority, but other agencies who may want to try out the Authority's Land Mobile Radio (LMR) Early Deployment System. Additionally, agencies, under the enclosed MOU, will have the ability to communicate on the Authority's LMR Early Deployment System with the understanding of the systems' limitations prior to full build-out and System Acceptance.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Delegate authority to the Interim Executive Director to execute MOUs with agencies, substantially similar in form to the enclosed, which would allow the Authority to loan User Equipment to agencies and utilize the User Equipment on the LMR Early Deployment System.

AGENDA ITEM M

2. Delegate authority to the Interim Executive Director, or his equivalent, to approve and execute amendments to the MOUs, provided they are approved as to form by Counsel to the Authority.

BACKGROUND

On May 7, 2014 and August 21, 2014, your Board approved Amendment No. Seven and Amendment No. Eight, respectively, to Agreement No. LA-RICS 007 for the LA-RICS LMR System, which allowed the Authority to purchase User Equipment. The User Equipment consists of portable radios, radio accessories, consolettes, and/or consoles, and will permit Users to test, operate and communicate on the LMR System. Once loaned the User Equipment will have a number of important benefits, which include but are not limited to; establishing proof of concept while demonstrating independent utility, and supporting first and secondary responders as well as other agencies with day-to-day operations communication, mutual aid, and task force efforts.

On May 28, 2014, your Board approved an MOU to loan Radio Equipment to Member agencies. However, the MOU did not contemplate the risks and limitations associated with using the LMR System's Early Deployment System, nor did it contemplate loaning User Equipment to non-Member agencies.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Authority to enter into, and amend if necessary, an MOU that would allow LA-RICS to loan the User Equipment to first responders, secondary responders, as well as other agencies to use on the LA-RICS LMR Early Deployment System. This will not only allow for ongoing testing and familiarization of the LMR System, but will also demonstrate the progress of the LA-RICS system to users in the region.

With respect to the loaned User Equipment, the radios may be programmed for use on the agencies' existing channels; however, should the agency elect to program its radios for use on the LMR System, the agency will have access to channels on the LMR Early Deployment System, which will have certain communication limitations until the LMR System achieves Final System Acceptance. The MOU ensures that Agencies understand these risks and limitations to the LMR Early Deployment System, should they elect to use it.

FISCAL IMPACT/FINANCING

There is no fiscal impact associated with the recommended action.

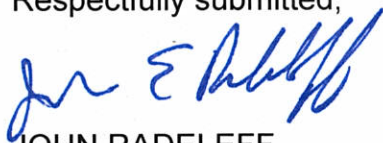
FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions.

AGREEMENTS/CONTRACTING PROCESS

Upon the Board's approval of the recommended action, on behalf of the Authority, the Interim Executive Director will have authority to execute and amend, if necessary, MOUs, substantially similar in form to the enclosed.

Respectfully submitted,



JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

JR:JA:pl

X:\1-Agendas & Minutes (JPA Board of Directors)\01-AGENDAS\2016 Agendas\7-July 7, 2016\Agenda Item X - Early Deployment Board Letter_06-23-16.docx

Enclosure

c: Counsel to the Authority

**MEMORANDUM OF UNDERSTANDING FOR
USE OF LA-RICS USER EQUIPMENT**

REVISE MOU TEMPLATE ACCORDINGLY FOR MEMBER OR AGENCY USE

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made and entered into this ____ day of _____, 2016,

BY AND BETWEEN

MEMBER/AGENCY,

_____,
hereinafter referred to as
"Member/Agency";

AND

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

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

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

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

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

1. PURPOSE

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

2. EQUIPMENT FOR **MEMBER/AGENCY** USE

Member/Agency acknowledges possession and use of the User Equipment is for **Member/Agency** use on the LMR Early Deployment System. If at any time following the execution of this MOU, Authority requires the return of the User Equipment, or **Member/Agency** elects to return the User Equipment and not use the LMR Early Deployment System, **Member/Agency** shall return all User Equipment set forth in Exhibit A (Equipment Details Log) to this MOU in accordance with Section 8, Return of User Equipment, of this MOU.

3. CONDITIONS OF USE

Member/Agency shall:

- 3.1 Comply with and abide by all required preventative maintenance inspections and directions provided by the Authority and User Equipment manufacturer in order to properly maintain the User Equipment, in accordance with Exhibit B (Equipment Manufacturer Requirements and Recommendations).
- 3.2 Report any lost, stolen or damaged User Equipment in accordance with Exhibit C (Lost, Stolen, or Damaged Equipment).
- 3.3 Maintain an Equipment Log to track equipment (e.g. location, assigned personnel, etc.).
- 3.4 Provide LA-RICS Equipment Administrator with an updated Equipment Log on the same day a change in location/assignment occurs.
- 3.5 Maintain a file of all copies of Exhibit D (Equipment Delivery Receipt) upon delivery of equipment to the **Member/Agency**.
- 3.6 In the event that the **Member/Agency** elects to utilize the Authority's LMR Early Deployment System, except as otherwise provided herein, the **Member/Agency** will be provided twenty-four (24) hour a day access to use the LMR Early Deployment System in an encrypted mode with a minimum of two talk groups. The User Equipment will be pre-programmed by the Authority for use on the LMR Early Deployment System, which will

include the **Member's/Agency's** current radio channels as well as the LMR Early Deployment System channels. Additional LMR Early Deployment System talk groups may be available upon written request to the Authority. **Member/Agency** understands and acknowledges that the LMR Early Deployment System is part of a larger LA-RICS LMR System that is currently in the design and implementation phases. For this reason, the LMR Early Deployment System may be taken down at any time with little advance notice. In the event the LMR Early Deployment System must be taken down for any reason, the Authority will attempt to notify **Member/Agency** of such shut down as soon as possible. Upon Final System Acceptance of the LA-RICS LMR System, the LMR Early Deployment System will be merged with the LA-RICS' LMR System. When that time approaches, the loaned User Equipment may require re-programming in order to continue to be operable on the LA-RICS LMR System.

- 3.7 **Member/Agency** enters into this MOU with the understanding and acknowledgement that the Authority's LMR Early Deployment System may not have the same radio coverage as **Member's/Agency's** existing regularly assigned radio channels. **Member/Agency** agrees that it will inform all of its users on the LMR Early Deployment System of this and will adjust its operations accordingly to account for this.
- 3.8 **Member/Agency** enters into this MOU with the understanding and acknowledgement that the emergency trigger on the User Equipment used on the LMR Early Deployment System may be programmed to function on the **Member's/Agency's** existing radio system. **Member/Agency** understands and agrees that in the event that its users operating on the LMR Early Deployment System need to call for emergency assistance, they shall immediately switch channels to the **Member's/Agency's** emergency dispatch channel and state their emergency. **Member/Agency** acknowledges that it understands that there are no dispatchers monitoring any of the LMR Early Deployment System radio channels at this time.
- 3.9 **Member/Agency** enters into this MOU with the understanding and acknowledgement that the **Member/Agency** Radios used on the LMR Early Deployment System must be checked by its users to ensure that their normally assigned dispatch channels and emergency channels are working properly prior to use. **Member/Agency** understands and agrees that its users of the LMR Early Deployment System shall familiarize themselves with the use of the User Radios, including the ability to switch to emergency or dispatch channels. **Member/Agency** also understands and acknowledges that no radio conversations conducted on the LMR Early Deployment System will be recorded.

4. TERM OF MOU

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

5. CONSIDERATION

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

6. EQUIPMENT ADMINISTRATOR

- 6.1 Authority Equipment Administrator:

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

- 6.2 Authority Equipment Administrator Designee:

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

- 6.3 **Member/Agency** Equipment Administrator:

Agency Name
Title/Name
Agency Address
Email
Phone Number

6.4 **Member/Agency** Equipment Administrator Designee:

Agency Name
Title/Name
Agency Address
Email
Phone Number

7. NOTICES

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

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

LA-RICS Joint Powers Authority
Attn: Ms. Susy Orellana-Curtiss
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
susy.orellana-curtiss@la-rics.org

Notices to **Member/Agency** shall be addressed as follows:

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

7.2 Notice will be sufficiently given for all purposes as follows:

- a) Personal delivery. When personally delivered to the recipient, notice is effective on delivery.
- b) First Class mail. When mailed first class to the last known address of the recipient, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- c) Certified mail. When mailed certified, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
- d) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

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

8. RETURN OF USER EQUIPMENT

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

9. INDEMNITY

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

10. INDEPENDENT STATUS

This MOU is by and between **Member/Agency** and Authority and is not intended and shall not be construed to create the relationship of agent, servant, employee,

partnership, joint venture or association as between **Member/Agency** and Authority.

11. ASSIGNMENT

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

12. DEFAULT

Parties agree that if default shall be made in any of the terms or conditions herein contained, the non-defaulting party may forthwith revoke and terminate this MOU.

13. WAIVER

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

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

14. INTERPRETATION

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

15. GOVERNING LAW, JURISDICTION, AND VENUE

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

16. SEVERABILITY

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

17. AMENDMENTS

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

18. ENTIRE MOU

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

(Signature Page – following page)

**MEMORANDUM OF UNDERSTANDING FOR
USE OF LA-RICS USER EQUIPMENT**

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

MEMBER/AGENCY

City Manager/Authorized Agency Official

Date

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
AUTHORITY**

Interim Executive Director, John Radeleff

Date

EQUIPMENT DETAILS LOG

The Cost per Unit for one (1) "APX 7000XE - Portable Radio Dual Band with UHF and 700 MHz Enabled" in the amount of \$6,414 includes one (1) "APX 7000 IMPRES BATT IMP STD IP67 LIION 2900MAH BATTERY".

Equipment Code	Serial Number	Cost per Unit	Assigned to	Address	Asset Number

EQUIPMENT MANUFACTURER REQUIREMENTS AND RECOMMENDATIONS

PREVENTATIVE MAINTENANCE INSPECTIONS

Helpful Tips

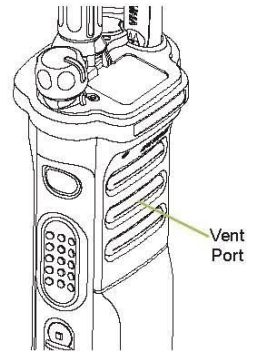
Take a moment to review the following:

Caring for Your Radio	page 139
Cleaning Your Radio	page 140
Handling Your Radio	page 141
Servicing Your Radio	page 141
Taking Care of the Battery	page 142
Checking the Battery Charge Status	page 142
Battery Recycling and Disposal	page 143

Caring for Your Radio



- Your radio casing has a vent port that allows for pressure equalization in the radio. Never poke this vent with any objects, such as needles, tweezers, or screwdrivers. This could create leak paths into the radio and the radio's submergibility will be lost.




- Your radio is designed to be submerged to a maximum depth of 6 feet, with a maximum submersion time of 2 hours. Exceeding either maximum limit may result in damage to the radio.

Helpful Tips



Caution

- Elastomer technology materials used for seals in rugged portable radios can age with time and environmental exposure. Therefore, Motorola recommends that rugged radios be checked annually as a preventive measure in order to assure the watertight integrity of the radio. Motorola details the disassembly, test, and reassembly procedures along with necessary test equipment needed to inspect, maintain and troubleshoot radio seals in the radio's service manual.
- If the radio battery contact area has been submerged in water, dry and clean the radio battery contacts before attaching a battery to the radio. Otherwise, the water could short-circuit the radio.
- If the radio has been submerged in water, shake the radio well so that any water that may be trapped inside the speaker grille and microphone port can be removed. Otherwise, the water will decrease the audio quality of the radio.
- Do not disassemble the radio. This could damage radio seals and result in leak paths into the radio. Any radio maintenance should be performed only by a qualified radio technician.

 **Cleaning Your Radio**

Procedure:

To clean the external surfaces of your radio:

- 1 Combine one teaspoon of mild dishwashing detergent to one gallon of water (0.5% solution).
- 2 Apply the solution sparingly with a stiff, non-metallic, short-bristled brush, making sure excess detergent does not get entrapped near the connectors, controls or crevices. Dry the radio thoroughly with a soft, lint-free cloth.
- 3 Clean battery contacts with a lint-free cloth to remove dirt or grease.



Caution

Do not use solvents to clean your radio as most chemicals may permanently damage the radio housing and textures.

Do not submerge the radio in the detergent solution.

Handling Your Radio

- Do not pound, drop, or throw the radio unnecessarily. Never carry the radio by the antenna.
- Avoid subjecting the radio to an excess of liquids.
- Avoid subjecting the radio to corrosives, solvents or chemicals.
- Do not disassemble the radio.
- Keep the accessory-connector cover in place until ready to use the connector. Replace the cover immediately once the accessory has been disconnected.
- When charging the radio using a wall mounted charger, the radio must be turned off. Otherwise, the **Man Down Alert and Emergency** may be accidentally triggered.

Servicing Your Radio

Proper repair and maintenance procedures will assure efficient operation and long life for this product. A Motorola maintenance agreement will provide expert service to keep this and all other communication equipment in perfect operating condition. A nationwide service organization is provided by Motorola to support maintenance services. Through its maintenance and installation program, Motorola makes available the finest service to those desiring reliable, continuous communications on a contract basis. For a contract service agreement, please contact your nearest Motorola service or sales representative, or an authorized Motorola dealer.

Express Service Plus (ESP) is an optional extended service coverage plan, which provides for the repair of this product for an additional period of either one or two years beyond the normal expiration date of the standard warranty. For more information about ESP, contact the Motorola Radio Support Center at 3761 South Central Avenue, Rockford, IL 61102 (800) 227-6772 / (847)725-4200.

■ Taking Care of the Battery

☐ Checking the Battery Charge Status

Your radio can indicate the battery's charge status through:

- the LED and sounds.
- the fuel gauge icon on the display.


You can also check the battery charge status via the menu entry. See *IMPRES™ Battery Annunciator* on page 134 for more information.







☐ LED and Sounds





When your battery is low:

- the LED blinks red when the PTT button is pressed.
- you hear a low-battery "chirp" (short, high-pitched tone).

☐ Fuel Gauge Icon

A blinking fuel gauge icon () is displayed only when the battery voltage drops to low level. In this case, replace the battery with a fully charged one.

Gauge	Battery Charge
 Top Display 	76% to 100% full*
 Top Display 	51% to 75%*
 Top Display 	26% to 50%*

Gauge	Battery Charge
 Top Display	11% to 25%*
 Top Display	
 Top Display	10% or less (at 10%, the gauge begins blinking)
 Top Display	

*These are for IMPRES battery operation only.

 **Battery Recycling and Disposal**

In the U.S. and Canada, Motorola participates in the nationwide Rechargeable Battery Recycling Corporation (RBRC) program for battery collection and recycling. Many retailers and dealers participate in this program.

For the of the drop-off facility closest to you, access RBRC's Internet web site at www.rbrc.com or call 1-800-8-BATTERY. This internet site and telephone number also provide other useful information concerning recycling options for consumers, businesses, and governmental agencies.

LOST, STOLEN OR DAMAGED EQUIPMENT

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

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

EQUIPMENT DELIVERY RECEIPT

Equipment	Serial Number	Equipment Condition	Asset Number

Equipment Delivered By:

Signature Date

Print Name

Equipment Received By:

Signature Date

Print Name



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

July 7, 2016

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

Dear Directors:

**APPROVE MEMORANDUM OF UNDERSTANDING FOR USE OF LOS ANGELES
REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS)
PUBLIC SAFETY BROADBAND NETWORK (PSBN) DEVICES**

SUBJECT

Board approval is requested to delegate authority to the Interim Executive Director to execute Memorandum of Understanding (MOU), substantially similar to the enclosed, to allow the Authority to loan Public Safety Broadband Network (PSBN) devices (In-Vehicle Routers, USB Modems, Smartphones, Tablets, Outdoor Units, Portable Hotspots, mPCIe Long Term Evolution (LTE) Modems, and Universal Integrated Circuit Cards [UICCs], or other devices that the Authority may purchase under its PSBN Devices Master Agreements [collectively, "PSBN Devices"]) to agencies utilizing the PSBN on a gratis basis.

RECOMMENDED ACTION

It is recommended that your Board:

1. Delegate authority to the Interim Executive Director to execute MOUs with agencies, substantially similar in form to the enclosed, which would allow the Authority to loan Authority purchased PSBN Devices to agencies for use on the PSBN.
2. Delegate authority to the Interim Executive Director, or his equivalent, to approve and execute amendments to the MOUs, provided they are approved as to form by Counsel to the Authority.

AGENDA ITEM N

BACKGROUND

On September 2, 2014, the Authority issued a Request for Information (RFI) to obtain information from qualified and knowledgeable firms to understand the capabilities of the current telecommunications market for LTE user equipment/devices. On October 6, 2014, ten (10) responses were received. The Authority reviewed the responses in great depth and used the knowledge gained through the RFI process, in addition to member agency feedback, to develop a Request for Statement of Qualifications (RFSQ).

On May 14, 2015, the Authority issued the Request for Statement of Qualifications (RFSQ) No. LA-RICS 010. The solicitation process for RFSQ No. LA-RICS 010 allows the Authority to onboard qualifying vendors to allow the Authority and its member agencies to procure various types of PSBN Devices.

On June 5, 2015, the Authority accepted an initial round of Statement of Qualifications (SOQs) in response to RFSQ No. LA-RICS 010. Each vendor who demonstrated that it met the requisite device requirements and functionality for one or more of the PSBN Device Categories, accepted the terms and conditions of the Master Agreement without exceptions, and met the insurance requirements were recommended for award of a Master Agreement.

On July 16, 2015, your Board approved the Master Agreements for PSBN Devices and authorized the Executive Director to execute said Master Agreements. Seven (7) Master Agreements were also executed on July 16, 2015, and all seven (7) vendors became Qualified Contractors in one or more PSBN Device Categories that they qualified for. On August 5, 2015, the Authority executed an additional Master Agreement with an eighth vendor.

The Authority issued an initial round of Requests for Bids (RFBs) on July 21, 2015, to Qualified Vendors within the In-Vehicle PSBN Device Category to procure In-Vehicle Routers for use on the PSBN. Subsequent rounds of RFBs were issued between August to September 2015. Work Orders were issued and PSBN Devices were purchased from the successfully solicited RFBs to the Qualified Vendors. These Work Orders included a detailed listing of the required work which describes, in detail, the particular nature of the device procurement, maintenance services, etc., and any distinct member agency requirements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Authority to enter into, and amend if necessary, an MOU that would allow the Authority to loan Authority purchased PSBN Devices to agencies, first and/or secondary responders, for use on the PSBN. The

MOU provides that equipment will be loaned to agencies, and specifies conditions of use of the equipment, including how to maintain and protect the equipment. The MOU also requires that the agencies accepting the equipment will pay for all costs associated with provisioning and installing the PSBN Devices for their use.

FISCAL IMPACT/FINANCING

The PSBN Devices will be loaned to agencies on a gratis basis; however, the agencies shall be responsible for costs associated with the PSBN Devices including, but not limited to, provisioning, installation/removal, management, commercial carrier roaming costs, and security.

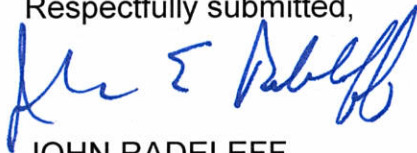
FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions.

CONCLUSION

Upon the Board's approval of the recommended actions, on behalf of the Authority, the Interim Executive Director, or his designee, will have authority to execute and amend, if necessary, MOUs, substantially similar in form to the enclosed.

Respectfully submitted,



JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

JR:MS:pl

X:\1-Agendas & Minutes (JPA Board of Directors)\01-AGENDAS\2016 Agendas\7-July 7, 2016\Agenda Item X - 0 PSBN DEVICES MOU Board Letter_06-23-16.docx

Enclosure

c: Counsel to the Authority

**MEMORANDUM OF UNDERSTANDING TO
ASSIGN LA-RICS PSBN DEVICES**

REVISE MOU TEMPLATE ACCORDINGLY FOR MEMBER OR AGENCY USE

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made and entered into this _____ day of _____, 2016,

BY AND BETWEEN

MEMBER/AGENCY

hereinafter referred to as
"Member/Agency";

AND

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

WHEREAS, pursuant to a Master Agreement, the Authority has procured Public Safety Broadband Network (PSBN) devices (including In-Vehicle Routers, USB Modems, Smartphones, Tablets, Outdoor Units, Portable Hotspots, mPCIe LTE Modems, and Universal Integrated Circuit Cards [UICC], or any other devices that may be included from time to time) (hereinafter "PSBN Devices") for **Authority member agency/agency ("Member/Agency")** use on the PSBN;

WHEREAS, the Authority wishes to enter into a Memorandum of Understanding (MOU) for assignment of the Authority's PSBN Devices to **Member/Agency**;

WHEREAS, **Member/Agency** is agreeable to accept, subscribe, and use the PSBN Devices on the PSBN.

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

1. PURPOSE

The purpose of this MOU is to allow the Authority to assign **Member/Agency** certain PSBN Devices identified in Exhibit A (PSBN Device Details Log) and for **Member/Agency** to install (if required) and use the PSBN Device per original manufacturer instructions, and in accordance with applicable FCC rules and

regulations, and perform preventative maintenance inspections, all in accordance with Exhibit B (PSBN Device Manufacturer Requirements and Recommendations), and undertake other related activities.

2. PSBN DEVICES FOR AUTHORITY MEMBER/AGENCY USE

Member/Agency acknowledges possession and use of the PSBN Devices is for use on the PSBN. If at any time following the execution of this MOU, the Authority requires the return of the PSBN Devices, or the Member/Agency elects to return the PSBN Devices, Member/Agency will be required to return all the PSBN Devices, associated accessories, and antennas in good working order set forth in Exhibit A (PSBN Device Details Log) to this MOU in accordance with Section 8, Return of User Equipment, of this MOU.

3. CONDITIONS OF USE

Member/Agency shall:

- 3.1 Comply with and abide by all required preventative maintenance inspections and directions provided by the Authority and PSBN Devices manufacturer in order to properly maintain the PSBN Devices, in accordance with Exhibit B (PSBN Device Manufacturer Requirements and Recommendations).
- 3.2 Report any lost, stolen or damaged PSBN Devices in accordance with Exhibit C (Lost, Stolen, or Damaged PSBN Device).
- 3.3 Maintain a PSBN Device Log to track devices (e.g. location, assigned personnel, etc.).
- 3.4 Provide LA-RICS Equipment Administrator with an updated PSBN Device Log on the same day a change in location/assignment occurs.
- 3.5 Allow the Authority to retain and use one (1) administrator user account to the Device Management System for the purpose of disabling PSBN Devices on an emergency basis that pose a risk to the PSBN.
- 3.6 Maintain a file of all copies of Exhibit D (PSBN Device Delivery Receipt) upon delivery of PSBN Device to the Member/Agency.
- 3.7 Be solely responsible for the determination of PSBN Devices requirements. The Authority is not responsible, in any way, the Member's/Agency's requirements and will not be accountable in the Member's/Agency's dissatisfaction of the PSBN Devices. The Authority is only responsible for the administration of the procurement process and the financing of the initial purchase.

- 3.8 Be responsible for the warehousing and other device management activities for the PSBN Devices purchased by the Authority on behalf of the **Member/Agency**.
- 3.9 Be responsible for any accessories needed to place the PSBN Devices into operation that is not part of the initial purchase by the Authority.
- 3.10 Be responsible to put into service all PSBN Devices acquired by the Authority and allocated to **Member/Agency** under this MOU upon final testing of the PSBN within 60 days or a reasonable timeframe agreed upon by the Authority and **Member/Agency** for PSBN Devices that require installation such as vehicular modems. The Authority may distribute allocated PSBN Devices in phases to allow the Authority to assess **Member's/Agency's** installation and activation progress.
- 3.11 **Member/Agency** to install (if required) and use the device per original manufacturer's instruction, and in accordance with applicable FCC rules and regulations.
- 3.12 **Member/Agency** is solely responsible for integration of vehicular PSBN Devices with its vehicular equipment to not cause harm or damage to PSBN Devices and/or cause harm to other vehicular equipment from vehicle's manufacturer or agency equipment within the vehicle.
- 3.13 **Member/Agency** is solely responsible for installation of outdoor PSBN Devices at agency's facility to not cause harm or damage to PSBN Devices and/or cause harm to other equipment, and ensure installation and operation of the outdoor PSBN Devices is in accordance with local building, electrical code, and all FCC rules and regulation.
- 3.14 Provide reports on installation and activation of PSBN Devices on a monthly basis and accept adjustment of allocated devices if it has failed to implement the PSBN Devices as agreed upon in Section 3.10 of this MOU.

4. TERM OF MOU

- 4.1 The MOU shall commence upon execution by both parties and shall remain in effect until terminated by either party as provided herein.
- 4.2 Either party shall have the option of terminating this MOU at any time for any reason upon giving the cancelled party notice in writing at least ninety (90) calendar days in advance of such termination. All PSBN Devices set forth in Exhibit A (PSBN Device Details Log) must be returned prior to conclusion of the 90 calendar day notice, or as otherwise determined by the Authority, in its sole discretion.

5. CONSIDERATION

This PSBN Devices contemplated in this MOU is granted on a gratis basis in furtherance of public safety goals, with the exception of those costs associated with said PSBN Devices as identified in Section 9 (Costs for PSBN Devices) of this MOU. Consideration for this MOU is parties' full and faithful compliance with the mutual promises, covenants, terms and conditions set forth herein.

6. EQUIPMENT ADMINISTRATOR

6.1 Authority Equipment Administrator:

Agency Name
Title/Name
Agency Address
Email
Phone Number

6.2 Authority Equipment Administrator Designee:

Agency Name
Title/Name
Agency Address
Email
Phone Number

6.3 **Member/Agency** Equipment Administrator:

Agency Name
Title/Name
Agency Address
Email
Phone Number

6.4 **Member/Agency** Equipment Administrator Designee:

Agency Name
Title/Name
Agency Address
Email
Phone Number

7. NOTICES

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

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

LA-RICS Joint Powers Authority
Attn: Ms. Susy Orellana-Curtiss
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
Susy.orellana-curtiss@la-rics.org

Notices to **Member/Agency** shall be addressed as follows:

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

- 7.2 Notice will be sufficiently given for all purposes as follows:

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

f) Email. When sent by email, notice is effective on receipt. Any notice given by email will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.

7.3 Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

7.4 Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

8. RETURN OF PSBN DEVICES

8.1 In accordance with conditions of this MOU and if required by the Authority, the **Member/Agency** shall return all PSBN Devices, associated accessories, and antennas, set forth in Exhibit A (Equipment Details Log) to the Authority Equipment Coordinator via personal delivery at the address indicated in Sections 6.1 and 6.2.

8.2 If **Member/Agency** does not return the PSBN Devices in good working condition, minus normal wear and tear, as set forth in Exhibit A (PSBN Device Details Log) within the time stipulated in this MOU, the Authority may require **Member/Agency** to provide replacement or reimbursement within (30) calendar days of failure to return such PSBN Devices or if the PSBN Device is returned in a poor or inoperative condition.

8.3 If **Member/Agency** fails to install PSBN Devices in accordance with Section 3.10 of this MOU, the Authority may, in its sole discretion, recover any uninstalled PSBN Devices in **Member's/Agency's** inventory.

9. COSTS FOR PSBN DEVICES

The Authority is assigning the PSBN Devices set forth in this MOU to **Member/Agency** on a gratis basis, however, the **Member/Agency** is responsible to pay for all costs related to putting the PSBN Devices into operation and use of the PSBN Devices, including but not limited to, provisioning for commercial carrier modems, commercial carrier roaming costs, management, installation, repairs, security, and any other costs relating to operation of PSBN Devices.

10. INDEMNITY

Member/Agency shall indemnify, defend, and hold harmless the Authority, its elected and appointed officers, member agencies, employees, contractors and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness

fees), arising from or connected with the **Member's/Agency's** acts and/or omissions arising from and/or relating to this MOU, except for such loss or damage arising from the sole negligence or willful misconduct of the Authority.

11. INDEPENDENT STATUS

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

12. ASSIGNMENT

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

13. DEFAULT

Member/Agency agrees that if default shall be made in any of the terms or conditions herein contained, Authority may forthwith revoke and terminate this MOU.

14. WAIVER

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

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

15. INTERPRETATION

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. SEVERABILITY

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

18. AMENDMENTS

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

19. ENTIRE MOU

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

(Signature Page – following page)

**MEMORANDUM OF UNDERSTANDING FOR
USE OF LA-RICS PSBN DEVICES**

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

MEMBER/AGENCY

City Manager/Authorized Agency Official

Date

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
AUTHORITY**

Interim Executive Director, John Radeleff

Date

PSBN DEVICE DETAILS LOG

Device Type/Category	Serial Number	Cost per Unit	Assigned to	Address	Asset Number

**PSBN DEVICE MANUFACTURER REQUIREMENTS AND
RECOMMENDATIONS**

PREVENTATIVE MAINTENANCE INSPECTIONS

LOST, STOLEN OR DAMAGED PSBN DEVICES

In the event a PSBN Device provided under this MOU is lost, stolen or damaged, the **Member/Agency** Equipment Administrator shall provide the following:

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

PSBN DEVICE DELIVERY RECEIPT

PSBN Device Type/Category	Serial Number	PSBN Device Condition

PSBN Device Delivered By: _____
Signature Date

Print Name

PSBN Device Received By: _____
Signature Date

Print Name



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

JOHN F. RADELEFF
INTERIM EXECUTIVE DIRECTOR

July 7, 2016

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

Dear Directors:

APPROVE SITE ACCESS AGREEMENTS, CONSENT TO SITE ACCESS AGREEMENTS, AND A LICENSE AND INDEMNITY AGREEMENT FOR LAND MOBILE RADIO SYSTEM SITES

SUBJECT

Board approval is requested to delegate authority to the Interim Executive Director to finalize and execute substantially similar in form to the enclosed, two Site Access Agreements (SAAs) with the County of Los Angeles for sites Oat Mountain and Tejon Peak, two Consent to SAAs with the County of Los Angeles the Southern California Edison Company and Ralphs Trust, and a License and Indemnity Agreement with Morrison Ranch Estates Homeowners' Association, for sites in the Land Mobile Radio (LMR) System.

RECOMMENDED ACTION:

It is recommended that your Board:

1. Find that (a) approval of all of the Agreements for the sites listed in Enclosure 1 is within the scope of the Board's March 29, 2016, approval of design, construction, implementation, operation, and maintenance of LMR infrastructure at forty-four (44) sites analyzed in the Final Environmental Impact Report (EIR) for the Los Angeles Regional Interoperability Communications System (LA-RICS) LMR System, which was recommended for certification to the Board on March 29, 2016; (b) there are no changes to the project or to the circumstances under which the project is undertaken since the approval that would result in new effects or the need for new mitigation; and (c) no new environmental document is required.
2. Authorize the Interim Executive Director to finalize and execute, substantially similar in form to the enclosed, one or more SAAs, Consent to SAAs, and

AGENDA ITEM O

License and Indemnity Agreement with the County of Los Angeles, Southern California Edison Company, Ralphs Trust, and Morrison Ranch Estates Homeowners Association.

BACKGROUND

At its May 16, 2013, Board meeting, your Board directed staff to begin negotiations with various jurisdictions for SAAs for the use of specific sites by the Authority for LMR and/or Long Term Evolution ("LTE") broadband communication sites. With respect to LMR, discussions and negotiations with the County of Los Angeles and the Morrison Ranch Estates Homeowners Association have resulted in the attached SAAs and License and Indemnity Agreement, Enclosure 2 and 3.

Entering into the proposed SAAs, License and Indemnity Agreement, and Consent to SAAs with the County of Los Angeles, Morrison Ranch Estates Homeowners Association, Southern California Edison Company and Ralphs Trust, would provide the Authority with a license or sublicense to use a portion of their owned or leased property for use as a LMR communications site(s). The two Consent to SAAs with Ralphs Trust and Southern California Edison for the Tejon Peak site is required by County pursuant to its master leases for the site in order to document that the owners of such proposed LMR sites have provided their consent to the proposed SAA between the County of Los Angeles and LA-RICS. A list of the sites covered by the agreements is attached as Enclosure 1. The licensed site(s) would include all necessary space and easements for access and utilities to construct, install, operate, maintain and repair a LMR communications facility.

Delegated authority is requested to execute the agreements on substantially similar terms and conditions as previously approved by your Board for the LTE and/or LMR installations. Granting approval for the execution of the proposed agreements will assist in keeping the LMR project schedule on track, and help make the goal of interoperable communications in Los Angeles County a reality.

A brief summary of similar relevant provisions with the County of Los Angeles and the Morrison Ranch Estates Homeowners Association follows below:

Member Agency	Number of Sites	Term	Lease Cost	Zoning Requirements	Ministerial Permitting Cost
County of Los Angeles	2	10 years In Effect Until Terminated	Gratis	Exempt	Waived
Morrison Ranch Estates Home Owners Association	1	5 Years with 4, 5 Year renewal options	Gratis	Wireless Telecommunications Permit	Requires review from Agoura Hills Planning Dept.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Construction of each of the LMR System Site would allow for greater frequency flexibility and would increase coverage, especially in those areas where there is no current or very limited LMR coverage. The addition of new LMR infrastructure at these sites will provide public safety agencies the opportunity to increase their coverage footprint for their responders. With increased coverage, the Authority and member agencies could use the system for testing, running coverage maps, broadcasting, and as appropriate, in their day to day operations.

FISCAL IMPACT/FINANCING

There is no fiscal impact.

ENVIRONMENTAL DOCUMENTATION

On March 29, 2016, your Board certified the Final EIR for the LA-RICS LMR System in compliance with CEQA and certified that: (a) such EIR reflects the independent judgement and analysis of the Board; (b) the Board has reviewed and considered the information contained in the final EIR prior to approving the LMR project. At that time, your Board also adopted the Mitigation Monitoring Program (MMP) as a condition of approval for the project; adopted the Environmental Findings of Fact; determined that the significant adverse effects of the project have either been reduced to an acceptable level or that it is infeasible to do so; and adopted the Statement of Overriding Considerations, concluding that the project's significant and unavoidable impacts are outweighed by the specific benefits of the project. It was also recommended at that time that your Board authorize the Authority to proceed with design, construction, implementation, operation, and maintenance of LMR infrastructure at forty four (44) LMR System Sites analyzed in the Final EIR.

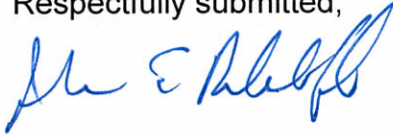
The proposed SAAs allow for the Authority to conduct work related to the design, construction, implementation, operation and maintenance of LMR infrastructure at the sites in Enclosure 1, which are owned or leased by the County of Los Angeles and the Agoura Hills Home Owners Association. The sites are within the scope of the previously-authorized project and were analyzed in the Final EIR.

There have been no changes to the project or to the circumstances under which the project is undertaken that would result in new effects or the need for new mitigation. Thus, the previously certified EIR can be used as the basis for the Authority's approval of these proposed SAAs (and Consents) and no new environmental document is required pursuant to Public Resources Code Section 21166 and CEQA Guidelines Section 15162.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,



JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

JR:wst:pl

Enclosures

c: Counsel to the Authority

EXHIBIT A

Site ID	Facility Name	Organization	Address Line	City	State	Zip Code	Parcel Owner
OAT	Oat Mountain	LA County	Palo Sola Truck Road	Chatsworth	CA	91311	Southern California Gas Co. (SEMPRA)
TPK	Tejon Peak	LA County	Tejon Mountain Road	Lebec	CA	93243	Ralphs, Ronald A Company
AGH	Agoura Hills	Morrison Ranch Estates HOA	Access between 29650- 656 Kimberly Drive	Agoura Hills	CA	91301	Morrison Ranch Estates HOA

**SITE ACCESS AGREEMENT
OAT MOUNTAIN COMMUNICATION SITE**

THIS SITE ACCESS AGREEMENT ("Agreement"), is made and entered into in duplicate original this _____ day of _____, 2016,

BY AND BETWEEN

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

AND

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

RECITALS:

WHEREAS, County 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, County licenses certain real property commonly known as Los Angeles County Oat Mountain Communication Site ("Oat Mountain") in Chatsworth, California, as described on Exhibit A attached hereto ("Real Property") pursuant to a telecommunication site agreement with Southern California Gas Company, a Sempra Energy Company, ("Master Licensor"), as the land owner of Oat Mountain, which is a portion of Los Angeles County Assessor Parcel Number ("APN") 2821-005-802, under County License no. **L-9519** dated March 9, 1965 (the "Master License Agreement"), as amended on February 25, 1986, and further amended as County License L-1036 on September 1, 2008 which will expire on August 31, 2026; and

WHEREAS, County has requested from Master Licensor, and Master Licensor has given consent to County to license the use of a portion of the Real Property to the LA-RICS Authority for use as a Long Term Evolution ("LMR") broadband communication site; and

WHEREAS, the terms and conditions concerning the consent of the Master Licensor has been summarized in the Consent to Site Access Agreement for Oat Mountain, ("Consent Agreement"), and

WHEREAS, the parties hereto acknowledge that: (a) LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LMR Vendor") to design, construct, and perform services with respect to a regional interoperable LMR telecommunications system as a part of the LA-RICS; (b) the LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LMR Vendor") to design and construct a regional interoperable 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 LMR 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 LMR site located on the Real Property in accordance with the terms and conditions prescribed herein.

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

1. **LMR SITE**

County hereby licenses to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from County on the terms and conditions set forth herein, the use of land within a portion of the Real Property, together with all necessary space, private access roads and easements that have been given prior approval for use by Master Licensor, who is also the owner of the Real Property and private access road for access and utilities, to install and operate an unmanned LMR communication facility, consisting of the land space shown on Exhibit A attached hereto and incorporated herein by this reference (the "LMR Site").

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

LA-RICS AUTHORITY, the LMR 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 LMR Site at the LA-RICS AUTHORITY's expense in accordance with all of the terms and conditions of this Agreement.

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

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

LA-RICS AUTHORITY hereby acknowledges that the Real Property is occupied by the County pursuant to the Master License Agreement. Accordingly, it is understood and recognized that this Agreement constitutes a sublicense and that this Agreement shall be subject in all respects to the terms of, and the rights of Master Licensor under the Master

License Agreement, as set forth in the Master License Agreement. Except as otherwise expressly provided in this Agreement, the terms and conditions of the Master License Agreement insofar as they relate to the Real Property or the LMR Site, subject to the terms set forth in this Section 1.06, are made a part of and incorporated into this Agreement as if recited herein in full. Notwithstanding the foregoing, in the event of conflict between the terms of the Master License Agreement and the terms of this Agreement, as between the County and LA-RICS AUTHORITY only, the terms of this Agreement shall control; provided, however, in the event the observance or performance by either party hereto of the terms of this Agreement may result in a breach of the terms of the Master License Agreement, the subject terms of this Agreement shall be invalid and unenforceable and the corresponding terms of the Master License Agreement shall control.

2. PURPOSE AND USE

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

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

Nothing contained in this Agreement shall be deemed or construed in any way to limit the authority of either County or Master Licensor, to exercise any right or power concerning the utilization of the Real Property including without limitation the Agreement on the LMR Site; provided, however, that such County or Master Licensor's 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 County and Master Licensor copies of project plans and specifications (along with any other information reasonably requested by County) for the LMR Site at the 50%, 75%, and 100% stages of design development, for County's review and approval. LA-RICS AUTHORITY agrees to discuss with County and Master Licensor the concerns of either County or Master Licensor, if any, regarding the proposed plans and to work in good faith to address such concerns and obtain County and Master Licensor's approval prior to implementation of said plans.

Conceptual site plans for the LMR Site are identified in Exhibit C. Upon the LA-RICS AUTHORITY's, County's (or County's authorized agent's) and Master Licensor's approval of the final site plan for the LMR Site, such final site plan will be deemed incorporated herein by reference as an update to Exhibit C. County agrees that it will approve or deny approval of all plans and specifications, as well as informing Master Licensor of the final plans and specifications, within 15 business days of receipt of said plans and specifications shall be deemed approved. LA-RICS AUTHORITY shall provide County with a notice of work commencement and an estimated time of completion for the LMR Site.

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

Should ministerial permits be required, County shall expeditiously process such permits within its jurisdiction. To the extent there may be costs associated with County'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 the LMR Site to the extent necessary to proceed with design, construction, or for compliance with the California Environmental Quality Act and/or the National Environmental Policy Act, and/or to determine if the LA-RICS AUTHORITY's use of the LMR Site will be compatible with the LA-RICS AUTHORITY's engineering specifications and design and operational requirements. County 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 by County pursuant to Section 28 (Default) hereof; or (c) termination of the Master License Agreement.

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

County and Master Licensor shall have the opportunity to review and provide input, if any, as to all project plans and specifications for the LA-RICS AUTHORITY's proposed alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements) after LA-RICS AUTHORITY's initial installation of the LA-RICS Facility on the LMR Site. In addition, County and Master Licensor shall have the right to inspect said equipment and the LMR Site at any time during and after installation upon not less than twenty-four (24) hours prior written notice to the LA-RICS AUTHORITY (except in cases of emergency pursuant to Section 14 hereof (Emergency Access)) and, at LA-RICS AUTHORITY's option, LA-RICS AUTHORITY may choose to have a representative to accompany County and Master Licensor during any such inspection of or access to a LMR Site. The LA-RICS AUTHORITY shall not commence installation of equipment or alteration of a LMR Site, or any portion thereof, until the County and Master Licensor has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Agreement, including without limitation Sections 3 and 8 hereof. County's and Master Licensor's review and approval of the plans shall not release the LA-RICS AUTHORITY from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The LA-RICS AUTHORITY shall be responsible for notifying County and Master Licensor and all other relevant parties immediately upon discovery of such omissions and/or errors. The LA-RICS AUTHORITY shall not cause or permit any change of any equipment installed by the LA-RICS AUTHORITY on a LMR Site including power outputs or changes in the use of frequencies described in Exhibit B hereto (Equipment List), but not including "like-kind" replacements, except after County has been provided an opportunity to review and approve, such plans and specifications.

7. INSTALLATION

LA-RICS AUTHORITY shall install the LA-RICS Facility at its own expense and risk as approved by County and Master Licensor 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 County. LA-RICS AUTHORITY and/or its agent shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. Each component of the LA-RICS Facility shall be clearly identified with LA-RICS AUTHORITY's and, as applicable, member agency, LMR Vendor, 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.

LA-RICS AUTHORITY agrees that County 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 County shall be required to comply with all applicable noninterference rules of the FCC.

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

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

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

8. **ALTERATIONS**

LA-RICS AUTHORITY shall make no renovations, alterations or improvements to the LMR Site or the Real Property other than to install, maintain, replace and operate the LA-RICS Facility in accordance with the documentation attached hereto as Exhibits A, B, and C and/or as permitted elsewhere herein, without providing prior written notice to County, 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 County, and (b) perform any alterations or

modifications that may be required pursuant to the Spectrum Manager License 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 County. LA-RICS AUTHORITY agrees: (i) to submit to the County, for review and approval, all plans and specifications, working drawings, and other information reasonably required by the County covering proposed alterations by LA-RICS AUTHORITY, (ii) to discuss with County the County's concerns, if any, regarding the proposed alterations, and (iii) to work in good faith to address such concerns. All work to be done by LA-RICS AUTHORITY shall be performed in accordance with the plans provided to County.

9. **MAINTENANCE**

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

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

10. **CONSTRUCTION STANDARDS**

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

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

11. **OTHER OPERATIONAL RESPONSIBILITIES**

As applicable, LA-RICS AUTHORITY, its LMR Vendor and the First Net Parties shall comply with and abide by all applicable rules, regulations and directions of County; at all times hold a valid FCC license for the Permitted Activities and comply with all applicable City and County ordinances and all State and Federal laws, and, in the course thereof, obtain and keep in effect all required permits and licenses required to engage in the Permitted Activities on the LMR Site; conduct the Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the Real Property by County 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; and assume the risk of loss, damage or destruction to the LA-RICS Facility and any and all fixtures and personal property belonging to LA-RICS AUTHORITY that are installed or placed within the LMR Site, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the County , their agents, employees or contractors.

12. **RELOCATION**

12.01 County shall have the right to request relocation of the LA-RICS Facility or any portion thereof on no more than one occasion during the term hereof to another location on the Real Property ("Alternate Site"), provided: the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LMR Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not materially interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment; County shall pay all costs incurred by LA-RICS AUTHORITY for relocation of LA-RICS AUTHORITY's equipment from the LMR Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LMR Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY's use of the Alternate Site; County shall give LA-RICS AUTHORITY at least six (6) months written notice before requiring relocation; and LA-RICS AUTHORITY's use of the LA-RICS Facility in question will not be materially interrupted and LA-RICS AUTHORITY shall be allowed, if necessary, to place temporary equipment on the Real Property during the relocation.

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

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

(b) LA-RICS AUTHORITY shall pay all costs relating to relocation of LA-RICS AUTHORITY's equipment from the LMR Site to the Alternate Site and any

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

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

13. **ACCESS TO LMR SITE**

County hereby grants to the LA-RICS AUTHORITY, its member agencies, the LMR 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 LMR Site ("Access"), but only to the extent County has legal authority to grant such Access and has control over the Access. The LA-RICS AUTHORITY, on behalf of itself and its member agencies, the LMR 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 County with notice of all of its representatives or agents who are authorized to access the LMR Site pursuant to this Section. LA-RICS AUTHORITY shall document the condition of the Access prior to the execution of this Agreement by means of photographs to be provided at Licensee's cost.

LA-RICS AUTHORITY acknowledges that, in the event County lacks legal authority to grant or control over the Access, it must obtain from the applicable owner(s) of the Real Property, a separate grant of access for itself and its member agencies, the LMR Vendor and the First Net Parties.

LA-RICS AUTHORITY acknowledges and agrees that occasions may arise requiring the LA-RICS AUTHORITY to share in the cost of cleaning up of mud-slide debris and repairing the Access to its original accessible condition (as documented pursuant to Section 13.01) after a storm or heavy rainfall. LA-RICS AUTHORITY hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from County and/or any owner(s) of applicable access paths and roads, 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 County and/or any owner(s) of applicable access paths and roads 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, provided that LA-RICS AUTHORITY shall pay the full cost of any damage to the Access caused by LA-RICS AUTHORITY, its employees, agents or vendors, including without limitation the LMR Vendor.

14. **EMERGENCY ACCESS BY COUNTY**

The County and its authorized agents may access the LMR Site at any time for the purpose of performing maintenance, inspection and/or for making emergency improvements or repairs to the LMR Site or to interrupt or terminate LA-RICS AUTHORITY's

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

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

No Interference. LA-RICS AUTHORITY shall not use the LMR Site in any way which causes radio frequency ("RF") interference in excess of levels permitted by the FCC or otherwise interferes with the use of the Real Property by County or County'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.

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

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

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

Compliance with Law. LA-RICS AUTHORITY is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards,

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

16. **UTILITIES**

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

17. **HOLD HARMLESS AND INDEMNIFICATION**

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

County 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 County and/or its agents, elected and appointed officers, employees, and contractors in connection with the performance of County's obligations hereunder.

18. **INSURANCE**

Without limiting LA-RICS AUTHORITY's obligations to County, 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 County's Risk Manager, and evidence of such programs satisfactory to the County Risk Manager, shall be delivered to the CEO, Real Estate Division, on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that County 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 County 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 County as an additional insured.

General Liability. A program of insurance which shall be primary to and not contributing with any other insurance maintained by County, written on ISO policy form CG 00 01 or its equivalent, and endorsed to name the County 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 from 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.

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

Commercial Property Insurance. Such coverage shall:

- Provide coverage for County'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 County and LA-RICS AUTHORITY as their interests may appear and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the Agreement.

Construction Insurance. If major construction work is performed by LA-RICS AUTHORITY during the term of this License (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. County 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 County furnished materials and equipment, against loss or damage until completion and acceptance by the LA-RICS AUTHORITY and the County if required.
- **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, naming County as an additional insured, with limits of not less than

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

The Products/Completed Operations coverage shall continue to be maintained in the amount indicated above for at least two (2) years from the date the Project is completed and accepted by the LA-RICS AUTHORITY and the County 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 License, 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 County 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 County as the alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

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

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

Notification of Incidents. LA-RICS AUTHORITY shall report to County 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 County. Such report shall be made in writing within seventy-two (72) hours of LA-RICS AUTHORITY's knowledge of such occurrence.

Compensation for County 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 County, LA-RICS AUTHORITY shall pay full compensation for all reasonable costs incurred by County.

19. **FAILURE TO PROCURE INSURANCE**

Failure on the part of LA-RICS AUTHORITY to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which County 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 County shall be repaid by LA-RICS AUTHORITY to County upon demand.

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

20. **TAXES**

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

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, County, City, or any other tax or assessment-levying body upon the LMR Site arising from LA-RICS AUTHORITY' use of the LMR Site.

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

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

21. **NOTICES**

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

LA-RICS AUTHORITY
2525 Corporate Place, Second Floor
Monterey Park, California 91754
ATTN: Executive Director

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

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

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

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

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**

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

If LA-RICS AUTHORITY does not timely remove all of its LA-RICS Facility, personal property and improvements from the LMR Site and the Real Property within the time provided in this section, County 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 County within thirty (30) days of receipt of an itemized accounting of the cost for such removal of personal property and improvements. County 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 County 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 County 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 County.

25. **ASSIGNMENT**

This Agreement may not be sold, assigned or transferred by LA-RICS AUTHORITY without the approval or consent of the County, which consent may not be unreasonably withheld or conditioned, except that the LA-RICS AUTHORITY may assign this Agreement to any of its member agencies, First Net or grant funding agencies without such approval or consent of the County.

As to third parties, this Agreement may not be sold, assigned or transferred without the written consent of the County or Master Licensor, which consent will not be unreasonably withheld, delayed or conditioned. No change of stock, licensorship, partnership interest or control of LA-RICS AUTHORITY or transfer upon partnership or corporate dissolution of LA-RICS AUTHORITY shall constitute an assignment hereunder. To effect such assignment or transfer, LA-RICS AUTHORITY shall first deliver to the County:

- (i) A written request for approval;
- (ii) The name, address, and most recent financial statements of the proposed transferee or sublicense;
- (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.

County shall approve or disapprove a proposed transfer, assignment or sublicense and proceed to seek consent from Master Licensor of the LA-RICS AUTHORITY'S request to assign, within sixty (60) days after LA-RICS AUTHORITY delivers all such items to the County. County's failure to respond to any request pursuant to this Section shall be deemed disapproval of said request.

In the case of an assignment, 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 County.

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

26. **SUBORDINATION AND NON-DISTURBANCE**

County shall obtain, not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagees, ground Licensors and master Licensors, if any, of the Real Property. At County's option, this Agreement shall be subordinate to any future master license, ground lease, mortgage, deed of trust, or other security interest (a "Mortgage") by County 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, County 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 LMR Site as long as LA-RICS AUTHORITY is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchase of Lender's or its successor's interest (a "Purchaser") acquires a licensorship 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 County's obligations under this Agreement, and (c) promptly cure all of the then-existing County 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 County of the Real Property, and (iii) agrees to accept a cure by Lender of any of County's defaults, provided such cure is completed within the deadline applicable to County.

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 County if such condemnation may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at the LMR Site for more than forty-five (45) days. LA-RICS AUTHORITY may on its own behalf make a claim in any condemnation proceeding involving the LMR Site for losses related to the equipment comprising the applicable LA-RICS Facility, its relocation costs and its damages and losses (but not for the loss of its interest, if any, under this Agreement). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and County 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, County 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. County 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, County may: (a) cure the default and invoice LA-RICS AUTHORITY for all costs reasonably incurred in effecting such cure, or (b) terminate this Agreement upon written notice to LA-RICS AUTHORITY, take possession of the LMR Site and remove all LA-RICS AUTHORITY's improvements located thereon. In the event of a default hereunder by County, LA-RICS AUTHORITY shall provide written notice thereof to County. County shall have sixty (60) days from the date of said notice in which to cure the default, provided that County 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 County 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 County unless and until County has failed to cure a default within the time periods set forth in this section. In the event that County 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 County for all costs reasonably incurred by LA-RICS AUTHORITY in effecting such cure, or (b) terminate this Agreement upon written notice to County.

29. **WAIVER**

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

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

30. **HAZARDOUS MATERIALS**

The parties hereto hereby warrant and represent that they shall comply with all applicable Federal, State, and local laws and regulations concerning the use, release,

storage and disposal of hazardous substances on the LMR Site and the Real Property. For purposes of this Agreement, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances, as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the Real Property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8., as it may be amended from time to time.

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

31. **DAMAGE OR DESTRUCTION**

Either party shall have the right to terminate this Agreement with respect to all or any portion of the LMR Site in the event of one of the following: (a) the applicable Real Property or the LMR Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that repairs cannot reasonably be expected to be completed within forty-five (45) days following said damage (or County in its sole discretion elects not to make such repair); or (b) the applicable Real Property or LMR Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that such damage may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at such LMR Site for more than forty-five (45) days. Notwithstanding the foregoing, in the event of any of the damage described in this Section, LA-RICS AUTHORITY shall have the right to elect to perform or cause to be performed any of the required repairs to the applicable Real Property or Agreement LMR Site should County 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 County '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 County 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 County.

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**

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

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

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

36.04 If the County 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 County may terminate, or suspend this Agreement.

36.05 While the County 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 County 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 County 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 County from acquiring similar, equal or like goods and/or services from other entities or sources.

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

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

39. **PUBLIC RECORDS ACT**

39.01 Any documents submitted by LA-RICS AUTHORITY or its agents including without limitation the LMR Vendor and all information obtained in connection with the County's right to inspect the LMR Site or any other rights provided by this Agreement shall become the exclusive property of the County. 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 County 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 County 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 County 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 County's invoice.

39.03 Any documents submitted by County or its agents and all information obtained in connection with LA-RICS AUTHORITY's rights provided by this Agreement shall become the exclusive property of LA-RICS AUTHORITY. All such documents become a matter of

public record and shall be regarded as public records, except as specifically provided by California Government Code Section 6250 et seq. ("Public Records Act") and which are marked "trade secret," "confidential," or "proprietary." LA-RICS AUTHORITY shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

39.04 In the event the LA-RICS AUTHORITY is required to defend an action on a Public Records Act request as requested by the County for any of the aforementioned documents, information, books, records, and/or contents County 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 County's receipt of LA-RICS AUTHORITY's invoice.

40. **OTHER TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

43. **BANKRUPTCY**

The County 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 License of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

44. **SUCCESSORS AND ASSIGNS**

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

45. **SEVERABILITY**

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

46. **INTERPRETATION**

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

47. **ENTIRE AGREEMENT**

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

COUNTY-SPECIFIC PROVISIONS:

48. **LOBBYIST**

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

49. **ENFORCEMENT**

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

50. **SOLICITATION OF CONSIDERATION**

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

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

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

LA-RICS AUTHORITY acknowledges that the County of Los Angeles places a high priority on the implementation of the Safely Surrendered Baby Law. LA-RICS AUTHORITY understands that it is the County's policy to encourage LA-RICS AUTHORITY to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the LA-RICS AUTHORITY' place of business. LA-RICS AUTHORITY will also encourage its contractors and subcontractors, if any, to post this poster in a prominent position in the

contractor's or subcontractor's place of business. The County's Department of Children and Family Services will supply LA-RICS AUTHORITY with the poster to be used. As of the inception of this Agreement, information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

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

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

53. RECYCLED BOND PAPER

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

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

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

COUNTY OF LOS ANGELES

A California Joint Powers Authority

By: _____

By: _____

Print Name: _____

Its: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

MARY C. WICKHAM
COUNTY COUNSEL

By: _____
Deputy

By: _____
Deputy

EXHIBIT A

SITE DESCRIPTION



EXHIBIT B

EQUIPMENT LIST

New LMR Pre-fabricated Equipment Shelter (approx.12' x 24')

New LMR Indoor RF Racks (4), DC Rack (1), Battery Rack (1) & future Racks (3)

New Generator inside Shelter

New GPS antennas (4) mounted to Shelter

New 150 feet tall self-supporting Tower

New LMR (7) Antennas

New LMR (2) Microwave Dishes

New LMR Diesel Fuel Tank with CMU wall enclosure

EXHIBIT C

SITE PLAN

(INCORPORATE BY REFERENCE)

OAT MOUNTAIN/SUSANNA PEAK
LICENSE AGREEMENT

This Agreement (the "Agreement") is entered into and is effective as of (date of execution by the parties) ("Effective Date") by and between Southern California Gas Company, a California corporation, with offices and principal place of business located at 555 West 5th Street, Los Angeles, California ("Licensor"), and the County of Los Angeles, a body politic and corporate, with administrative offices located at Real Estate Division, 222 South Hill Street, 3rd Floor, Los Angeles, California 90012 ("Licensee"). Licensee and Licensor are sometimes referred to herein as "Party" and collectively as "Parties." This Agreement is made and entered into with regard to the following facts:

- A. Licensor owns real property in Los Angeles County commonly known as Oat Mountain and as identified as Los Angeles County Assessor's number 2821-005-802 and described in Exhibit A attached hereto and incorporated herein ("Property").
- B. Licensee has used an area comprising 200' X 200' of the Property since on or around March 9, 1965 pursuant to Lease and Agreement No. 9519 entered into between Licensee and the predecessors in interest to Licensor (the "Original Lease").
- C. Licensee made certain improvements to the Premises (as hereinafter defined) including a communications shelter building, an antenna tower and perimeter fencing.
- D. Amendment No. 1 to the Original Lease dated February 25, 1986 (the "First Amendment" and, together with the Original Lease, the "Lease") permits Licensor to locate communications facilities owned and operated by Licensor within the Premises.
- E. Licensor and Licensee desire to enter into this Agreement upon the following terms and provisions.
- F. This Agreement and the Road Access Agreement (as hereinafter defined) shall replace and supersede all other agreements, oral or written, between Licensor and Licensee with respect to the Premises, including, without limitation, the Lease (collectively, the "Previous Agreements"). From and after the Effective Date, all such Previous Agreements shall be terminated, and Licensor and Licensee shall have no further rights or obligations under the Previous Agreements, except as such rights or obligations may be set forth in this Agreement and/or the Road Access Agreement.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound, the Parties agree as follows:

1. License. Subject to the provisions of this Agreement, beginning on the Effective Date and continuing for three (3) years thereafter (the "Term") Licensor grants to

Licensee (a) a non-exclusive license to use a portion of the surface of the Property measuring approximately 200 feet by 200 feet situated substantially as shown on Exhibit B, a copy of which is attached hereto and incorporated herein ("Premises"), solely for the purposes set forth in Paragraph 3 below, but subject to Licensor's use within the Premises as also shown on said Exhibit B, and (b) a non-exclusive license to access the Property seven (7) days a week, twenty-four (24) hours a day as necessary to accomplish the purposes set forth in Paragraph 3 below and otherwise on the terms and conditions set forth in that certain Road Access Agreement dated of even date herewith between Licensor and Licensee (the "Road Access Agreement"); provided, however, Licensor shall have no obligation to improve or maintain the existing road beyond or above its condition as of the Effective Date, and provided further that at any time while this Agreement is in effect Licensor may, at Licensor's discretion and notwithstanding anything in the Road Access to the contrary, move, revise or otherwise substitute access required by Licensee pursuant to this Agreement. Subject to the terms and conditions set forth in the Road Access Agreement, Licensee may also occasionally park its vehicles on Licensor's Property when Licensee is installing, removing, or servicing its Communications Facilities (as hereinafter defined). The foregoing grants are collectively referred to as the "License," are personal to Licensee, may not be assigned or apportioned by Licensee, and are revocable by Licensor at will. Any co-location agreement between Licensee and a third party government agency must have Licensor's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. Licensor shall not grant, sell or convey any lease, license, easement, servitude or other right to use or possess the Premises to any other person or entity without Licensee's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

2. Options to Extend the Term. Provided Licensee is not in default on any of the terms and conditions contained in this Agreement, Licensee shall have five consecutive options to extend the terms of this Agreement, each for three years. All of the options will be subject to all the terms, conditions and rental rate as contained herein. Licensee shall notify Licensor in writing, by a letter from the Chief Executive Officer, of its intent to exercise any of its options at least sixty (60) days in advance of the expiration of the then current term. The actual exercise of any of the options shall only be by the Board of Supervisors or by special delegated authority from the Board of Supervisors.
3. Consideration. Consideration for this Agreement shall be the sum of Thirteen Thousand Dollars (\$13,000.00) per year, beginning on the Effective Date and payable either in one yearly payment on each anniversary of the Commencement Date or in equal monthly installments of \$1,083.33 on the Effective Date and the first day of each month thereafter during the Term. This sum shall be referred to as the "License Fee." If this License is terminated by Licensor at any time other than on an anniversary of the Effective Date, the License Fee will be pro-rated based on the number of days that this License was in effect during the applicable year, and Licensee shall be reimbursed that

portion of any License Fee previously paid by Licensee that exceeds the prorated amount. The License Fee for each year shall increase by a sum equal to 4% of the License Fee for the preceding year and the increase shall be reflected in the prorated monthly payments. The covenant to pay the License Fee set forth in this Paragraph 3 shall be independent of any other covenant in this Agreement. The Parties shall agree upon a mutually acceptable License Fee for the Third, Fourth and Fifth Extended Terms and shall document that fee pursuant to a written amendment to this Agreement.

4. Use of Premises. Licensee may use the Premises to maintain, secure, and operate the existing communications facilities, including an equipment enclosure, required antennas and antenna support structures, and for other incidental uses ("Communications Facilities") and for no other purpose. Licensee shall obtain Licensor's prior written approval for any modification, addition or substitution to the Premises, for example, the construction of new buildings and/or towers, tower height modifications, building additions and changes in fencing (each, a "Modification"), which approval shall not be unreasonably withheld, conditioned or delayed by Licensor so long as such Modification is in compliance with the terms and conditions of this Agreement. The Communications Facilities, including all antennas and antenna support structures, may be configured as required by Licensee from time to time, provided that Licensee obtains all permits and approvals required by applicable jurisdictions for such required configuration, and provided further that Communications Facilities of Licensee, shall not interfere with the operations of other facilities adjacent to the Premises that are the subject of other agreements entered into between Licensor and third parties which were installed on the site and were operational prior to Licensee's original installation. However if authorized in emergency situations pursuant to ordinance, directive, FCC Waivers, or governmental authorizations of similar effect, Licensee will do whatever is necessary and take necessary action to ensure communication occurs to protect life and property. Licensee shall obtain all of the certificates, permits and other approvals which may be required from any federal, state, county or local authority or agency in connection with Licensee's operation of the Communications Facilities or use of the Premises and any non-disturbance agreement and access rights which Licensee requires from any third parties (collectively, "Approvals"), and Licensee's right to use the Premises as set forth herein is subject to Licensee's obtaining the required Approvals. Licensor shall cooperate with Licensee from time to time, at Licensee's expense, in its effort to obtain the Approvals. Where for any Approval Licensor's participation is required by the third party having jurisdiction, then Licensor has the right in Licensor's discretion to reject any conditions attached to said Approval even though Licensor's rejection results in Licensee's failure to obtain the Approval. Licensee waives any claim against and holds Licensor harmless in the event any Approval is not obtained as a result of Licensor's rejection or objection to a condition attached to said Approval. Improvement of the Premises to meet Licensee's need shall be at Licensee's sole expense and Licensee shall maintain the Premises in good condition and repair throughout the Term. Licensee shall keep the Property and Premises free and clear of all

liens arising from any Licensee directed construction (provided that Licensee may dispute any such lien upon filing a bond against such lien in the amount set forth in applicable law) and shall indemnify, release and hold Licensor's Contract Indemnitees (as hereafter defined) harmless from and against any Claims arising therefrom. The Communications Facilities are shown on Exhibit "C" and, by the execution of this Agreement, is deemed approved by Licensor as of the Effective Date.

5. Revocation. The license granted herein is revocable by Licensor at will, and is expressly conditioned upon the right of Licensor to commence or resume the use of the Property, including, without limitation, the Premises, whenever in the interest of its service to its patrons or consumers it shall appear necessary or desirable to do so, as provided by General Order 69-C or any revision thereof or amendment thereto, of the Public Utilities Commission of the State of California. In the event Licensor revokes the License in reliance on General Order 69-C, Licensor shall use its best efforts to provide Licensee with as much advance notice as possible.

- (a) Removal of Improvements. Within sixty (60) days following the termination of this Agreement, Licensee shall remove the Communications Facilities and any other personal property and fixtures and restore the Premises to its original condition prior to Licensee's occupation of the Premises under this Agreement and/or any of the Previous Agreements, reasonable wear and tear excepted. The Parties agree that Paragraph 6 (Insurance) shall survive the termination of this Agreement until Licensee has completed its removal of personal property and fixtures and restored the Premises in accordance with this Agreement.

6. Insurance.

- (a) General Requirements. Insurance requirements set forth below do not in any way limit the amount or scope of liability of Licensee under this agreement. The amounts listed indicate only the minimum amounts of insurance coverage Licensor is willing to accept to help insure full performance of all terms and conditions of this Agreement. All insurance required of Licensee under this Agreement shall meet the following minimum requirements. On or before the Effective Date and thereafter so long as this Agreement is in effect, Licensee shall maintain insurance for the items and in the amounts specified below, and shall provide Licensor with current certificates of insurance, executed by a duly authorized representative of each insurer, as evidence of all insurance policies required under this Paragraph 6. The insurance policies or certificates provided by Licensee to Licensor shall state that such insurance policy may not be canceled, materially revised, or non-renewed without at least thirty (30) days prior written notice being given to Licensor. Insurance must be maintained without lapse in coverage

during the term of this Agreement. Licensor shall also be given certified copies of Licensee's policies of insurance, upon request. The required policies, and any of Licensee's policies providing coverage excess of the required policies, shall provide that the coverage is primary for all purposes and Licensee will not seek any contribution from any insurance or self-insurance maintained by Licensor. Companies having an A. M. Best rating of "A-" or better, or equivalent must write all required policies of insurance. Licensee shall be solely responsible for any deductible or self-insured retention on insurance required hereunder. Each policy of property, general liability and automobile (including automobile physical damage) insurance maintained by Licensee shall contain a waiver of subrogation in favor of Licensor.

- (b) **General Liability Insurance.** Licensee shall maintain an occurrence form commercial general liability policy, or policies, insuring against liability arising from bodily injury, property damage, personal and advertising injury, independent contractors liability, products and completed operations and contractual liability. Such coverage shall be in an amount of not less than \$2,000,000 combined single limit per occurrence. Licensor shall be named as an additional insured in each general liability policy. Such general liability insurance shall provide a severability of interest or cross-liability clause.
- (c) **Vehicle Liability Insurance.** In the event that vehicles are used, Licensee shall maintain vehicle liability policy or policies insuring against liability for damages because of bodily injury, death, or damage to property, (including loss of use thereof), and occurring in any way related to the use, loading or unloading of any of Licensee's vehicles (including owned, hired and non-owned vehicles). Coverage shall be in an amount of not less than \$2,000,000 each accident.
- (d) **Workers' Compensation Insurance.** In accordance with the laws of the State of California, Licensee shall maintain in force workers' compensation insurance for all of its employees for work performed on or affecting the Premises or Communications Facilities. Licensee shall also maintain employer's liability coverage in an amount of not less than \$2,000,000 per accident and per employee for disease. In lieu of such insurance, Licensee may maintain a self-insurance program meeting the requirements of the State of California along with the required employer's liability insurance.
- (e) **Right to Self-Insure.** Licensee may elect to provide Licensor with a Certificate of self-insurance in lieu of any insurance program required herein.

7. **Utilities.** Licensee shall be responsible for procuring and paying for all utilities required by Licensee for the Communications Facilities. Subject to Licensor's

prior written consent, Licensee shall be allowed to install and maintain at Licensee's sole cost and expense a temporary power source at an appropriate location on Licensor's Property as approved by Licensor.

8. Environmental Compliance.

(a) Definitions.

- (i) The term "Environmental Laws" shall mean any applicable federal, state, regional, county or local law, statute, ordinance, regulation, code, administrative rule, directive, policy, decision of the courts, guideline, permit or permit condition, or order, existing now or in the future, pertaining to worker or workplace safety, environmental conditions, environmental quality or policy, health and/or safety issues or concerns (including product safety), as the same may be amended from time to time, and the regulations promulgated pursuant thereto and the conditions of any permits, judgments, agreements or authorizations issued pursuant thereto or issued to regulate the use of the Premises including, without limitation, (A) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 43 U.S.C. §9601 et seq., (B) the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., (C) the Toxic Substances Control Act of 1976 (TSCA), 15 U.S.C. §2601 et seq., (D) the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq., (E) the Clean Water Act, 33 U.S.C. §1251, et seq., (F) the Porter Cologne Water Quality Act, California Water Code §13000 et seq., and (G) the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code §25249.5 et seq., (H) The Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code, §25300 et seq., (I) The California Hazardous Waste Control Law (California Health & Safety Code, §15200 et seq., (J) The Occupational Safety and Health Act (29 U.S.C. §651 et seq.), and (K) the California Occupational Safety and Health Act (California Labor Code §6300 et seq.).
- (ii) The term "Hazardous Substance" or "Hazardous Substances" shall mean any chemical, substance, material, controlled substance, object, condition, solid or hazardous waste or combination thereof which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, toxicity, or other harmful or potentially harmful properties or affects, including, without limitation, oil or petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects, conditions and waste or combinations thereof

which are now or become in the future listed, defined or regulated in any manner by any federal, state or local Environmental Law.

- (iii) The term "Environmental Activity" shall mean the use, generation, treatment, storage, handling, release, threatened release of any Hazardous Substance on, in, under or about the Premises or the underlying ground water or transportation or migration to or from the Premises of any Hazardous Substance.
- (b) Continuing Obligations of Licensee and Licensor. The obligations of Licensee and Licensor under this Paragraph 8 shall survive the expiration or earlier termination of the License without any limitation, and shall constitute obligations that are independent and severable from any other covenants and obligations contained in this Agreement.
- (c) Compliance with Environmental Laws. Licensee shall strictly comply with any and all applicable Environmental Laws to the extent applicable to the Premises or Licensee's use of the Premises in accordance with this License. Licensee may conduct any Environmental Activity on the Premises or allow any other person or entity to do so during the term of this License (including any period of early occupancy prior to the commencement of the License term), provided Licensee shall do so and shall cause any other person or entity to do so in strict compliance with all applicable Environmental Laws and all other provisions of this Paragraph 8.
- (d) Prompt Written Notice. Licensor and Licensee agree to give the other written notice within twenty-four (24) hours of receiving actual notice of any of the following:
 - (i) Any proceeding or inquiry by a federal, state, regional, county or municipal governmental authority or agency with respect to (A) the presence of any Hazardous Substance on the Premises, (B) the migration of any Hazardous Substance from the Premises to other property or to the Premises from other property, or (C) any Environmental Activity.
 - (ii) All claims made or threatened by any third party against Licensee, Licensor or the Premises relating to any averred liability, loss or injury allegedly resulting from (A) the presence of any Hazardous Substance on the Premises, (B) the migration of any Hazardous Substance from the Premises to other property or to the Premises from other property, or (C) any Environmental Activity.
 - (iii) The discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Premises that either has caused or

could cause the Premises or any part thereof to become contaminated with a Hazardous Substance or to be subject to any restrictions in respect of ownership, occupancy, transferability or use under any Environmental Law.

- (e) **Legal/Administrative Proceedings.** Licensee shall at all times have the right, but not the obligation, to contest, join or participate in, as a party if it so elects, any legal or administrative proceedings, actions or investigations, or any site assessment or remediation initiated in connection with any Environmental Law in respect of the Premises. Licensors shall inform Licensee in writing at the earliest time practicable, of these proceedings, particularly to the extent that the prosecution, defense or outcome of these proceedings would have a direct or indirect impact on Licensee's use of the Premises.

- (f) **Hold Harmless and Indemnification.** Licensee shall protect, defend (with counsel reasonably satisfactory to Licensors), indemnify and hold Licensors and its shareholders, directors, officers, employees, agents, representatives, affiliates, successors and assigns (collectively, "Indemnified Parties") harmless from and against any and all Claims (as hereinafter defined) Licensors or such other Indemnified Parties may incur or suffer, directly or indirectly, arising out of or in any way connected with (i) any Environmental Activity conducted or performed by Licensee, or by any other person or entity with permission, consent, or authorization of Licensee, express or implied (collectively, "Licensee's Agents"), during the term of this License, (ii) any investigation or any site assessment, analysis, mitigation and/or remediation undertaken by or for Licensee arising out of or in connection with any Environmental Activity conducted or performed by Licensee or Licensee's Agents, (iii) non-compliance with or violation of any Environmental Law by Licensee or Licensee's Agents in connection with the use or occupancy of the Licensed Premises by, or Environmental Activity of, Licensee or Licensee's Agents, (iv) any enforcement or compliance proceeding or action in law or in equity pursuant to any Environmental Law, arising out of or in connection with any Environmental Activity conducted or performed by Licensee or Licensee's Agents, and/or (v) Licensee's failure to perform its obligations pursuant to this Paragraph 8 of the License. Licensee shall reimburse any costs or expenses incurred by Licensors for which Licensee is responsible under this Paragraph 8 or for which Licensee has agreed to indemnify Licensors within thirty (30) days of written demand. Licensors shall notify in writing Licensee of any Claim entitling Licensors to defense and/or indemnity by Licensee under this Paragraph 8 (f) as promptly as possible after Licensors receive actual notice of the same. Licensee's indemnification obligations hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or

benefits payable by or for the Licensee under any Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

Licensee shall not, however, be responsible for or required to indemnify Licensor pursuant to the foregoing indemnity agreement for any Claims to the extent that such Claims are caused by the contamination of the Premises by any Hazardous Substance or the violation of any Environmental Law in respect of the Premises: (1) arising out of or in connection with events or circumstances occurring prior to the date when Licensee took possession of all or any part of the Premises, or (2) arising out of or in connection with any Environmental Activity on the Premises by Licensor during the term of this License.

- (g) **Inspection of Premises.** From time-to-time during the term of this License, Licensor may, after providing prior written notice to Licensee, retain a registered environmental consultant to conduct an investigation of the Premises ("Environmental Assessment") for Hazardous Substances contamination in, on or beneath the Premises or the underlying ground water, in accordance with and to the extent required by Environmental Laws. Such Environmental Assessment shall be conducted in such a manner so as not to unreasonably interfere with the operation of Licensee's Facilities. Licensor and Licensee agree to cooperate, in good faith, concerning the conducting of such an Environmental Assessment. Licensor will provide Licensee with a copy of any such Environmental Assessment to the extent the same, to the reasonable belief of Licensor, pertains to the Environmental Activities of Licensee or Licensee's Agents.
- (h) **Remediation.** If any Environmental Activity undertaken by Licensee or Licensee's Agents results in contamination of the Premises or the soil or ground water thereunder, Licensee shall promptly take all actions, at its sole expense, to mitigate or remediate the affected portion of the Premises and the soil and ground water thereunder as necessary to comply with all applicable Environmental Laws and/or the requirements of any governmental agency having jurisdiction in respect of such Environmental Laws. Licensor shall have the right to approve any and all contractors hired by Licensee to perform such mitigation or remediation work and Licensor's approval shall not be unreasonably withheld. All such mitigation or remediation work shall be performed in compliance with all applicable Environmental Laws.
- (i) **Surrendering Possession of the Premises.** Upon termination of this Agreement, prior to surrendering possession of the Premises, Licensee shall also remove any personal property, equipment, fixtures and/or storage devices or vessels used by Licensee or Licensee's Agents (except for fixtures installed by Licensor) which are contaminated by or

which contain Hazardous Substances or are used in connection with any Environmental Activity.

9. **Condition of Premises.** Licensee and Licensor both acknowledge and agree that there are or may be high voltage lines, towers, poles, underground electric ducts, cables, wires, and high pressure gas or oil pipelines, valves and facilities, situated on, in, or near the Premises which are used by Licensor in its regular course of business (collectively, "Hidden Dangers"). For purposes of this Paragraph 9 and Paragraph 8 above, Hidden Dangers shall also include any and all pre-existing, sub-surface soil and groundwater contamination, or sub-surface storage, treatment or disposal of Hazardous Substances by parties other than Licensee. Licensor shall disclose any Hidden Dangers of which Licensor has actual knowledge; provided, however, that Licensee shall conduct its own due diligence to determine the existence of Hidden Dangers. Except for the obligation to disclose any Hidden Dangers of which Licensor has actual knowledge, Licensor shall have no obligation, responsibility or liability to Licensee or its agents, employees, independent contractors, invitees, licensees, permittees, and the agents and employees of each (collectively, the "Licensee Parties") with respect to the condition of the Premises, including, without limitation, any Hidden Dangers. Licensee accepts the Premises "as-is" with all faults and Licensor hereby expressly disclaims any warranties with respect to the Premises, including, without limitation, any warranties of fitness or suitability for a particular purpose. Licensee, on behalf of itself and the Licensee Parties, hereby assumes all risks related to the condition of the Premises, including, without limitation, any Hidden Dangers. Licensee and the Licensee Parties shall exercise reasonable care and shall assume responsibility for avoiding or mitigating any risks of injury to persons and damage to property arising out of the condition of the Premises, including, without limitation, any Hidden Dangers.
10. **Indemnities.**
- (a) For purposes of this Agreement, "Claims" means, without limitation: losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, without limitation, all reasonable consulting, engineering, attorneys' or other professional fees, including, without limitation, in-house professional fees and expert witness fees), costs of any required or necessary mitigation, remediation or removal of Hazardous Substances, costs of repair of improvements on the Property or Premises or surrounding properties necessitated by such mitigation, remediation or removal of Hazardous Substances, costs of testing, sampling or other investigation or preparation of mitigation, remediation or other required plans undertaken prior to mitigation, remediation or removal of Hazardous Substances.
- (b) In addition to the indemnification obligation set forth in Paragraph 8 above, Licensee hereby agrees to indemnify, hold harmless and release Licensor and the Licensor Indemnitees from and against any and all

Claims for damage to property or for injury to or death of any persons in any manner arising from (i) Licensee's or any Licensee Party's use, maintenance, presence on or occupation of the Premises, (ii) the presence of Licensee's or any Licensee Party's automobiles upon the Premises, or (iii) any act or omission constituting negligence or willful misconduct of Licensee or the Licensee Parties, or (iv) any violation of this Agreement by Licensee or the Licensee Parties.

- (c) Licensee's obligations under this Paragraph 10 shall survive the termination or expiration of this Agreement.
- (d) Nothing contained herein shall operate as a limitation on the right of Licensor to bring an action for damages against any third party, including indirect, special, or consequential damages, based on any acts or omissions of such third party. Licensee shall assign such rights of claims, execute such documents, and do whatever else may be reasonably necessary to enable Licensor to pursue any such action against such third party.
- (e) Licensee's indemnification obligation under this Paragraph 10 shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for a Party under any Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

11. Licensee Defaults. The occurrence of any one or more of the following events shall constitute an "Event of Default" by Licensee:

- (a) The failure by Licensee to pay the License Fee or any other payment required to be made by Licensee, as and when due.
- (b) The occurrence of any uncured default by Licensee under or termination of the Road Access Agreement.
- (c) The failure to perform any obligation under Paragraph 8 relating to Hazardous Substances.
- (d) The failure by Licensee to observe or perform any other covenant or provision of this License, where such failure shall continue for a period of thirty (30) days after written notice from Licensor; provided, however, that it shall not be deemed an Event of Default by Licensee if Licensee shall commence to cure such failure within said thirty (30)-day period and thereafter diligently prosecutes such cure to completion.

12. Condemnation.

- (a) **Total Taking.** If all of the Property or Premises is taken by eminent domain, or is the subject of a pending taking which has not been consummated, Licensor shall immediately notify Licensee of the event and termination of this Agreement. On termination of this Agreement, neither Party shall have any further rights or responsibilities to the other, except those obligations that survive termination of this Agreement.
- (b) **Partial Taking.** If a portion but not all of the Property or Premises is taken by eminent domain, or is the subject of a pending taking which has not been consummated, Licensor shall immediately notify Licensee of this event. Licensee shall then have the option of terminating this Agreement by written notice to Licensor delivered within ten (10) business days after Licensee's receipt of this notice, if Licensee reasonably believes that the portion of the Property subject to being taken would materially and adversely affect Licensee's Use of the Premises.

13. Damages or Destruction. In the event that the Communications Facilities are damaged or destroyed through no fault of Licensor, then Licensee shall promptly repair and/or replace the Communications Facilities at its sole cost and expense and this Agreement shall not terminate. Licensee's obligation to pay the License Fee shall not be suspended for the period of time between damage or destruction and completion of repair or re-construction and all obligations of Licensee under this Agreement shall continue unabated, including the obligation to maintain insurance.

14. Compliance with Laws. Licensee shall comply, and shall cause the Licensee Parties to comply, at its sole cost and expense, with any and all applicable laws, rules, policies, statutes, ordinances, regulations, permits and other requirements of municipal, county, state or federal authorities (collectively, "Laws"). Licensee shall forward to Licensor any notice it receives of the violation of any Law concerning the Property, Premises, or the Communications Facilities, or their use and occupancy by Licensee or any other parties. Licensee shall, at Licensee's sole cost and expense and without any obligation by Licensor for contribution or reimbursement, comply with all present and future Laws that impose any obligation, order or duty on Licensor or Licensee in respect of the Property, Premises, Communications Facilities, or any fixtures, equipment or other property contained therein, arising from or related to Licensee's use thereof and all other rights of use or access granted to Licensee by this Agreement or the Road Access Agreement. Where Licensee's compliance with Laws as required by this Paragraph 14 necessitates actions by Licensee for which this Agreement requires Licensor's consent, Licensee shall obtain such consent before taking such actions and such consent shall not be unreasonably withheld, conditioned or delayed. Licensee shall, at its own cost and expense,

comply with all reasonable rules and policies as may be adopted by Licensor at any time during the Term.

15. Licensee Obligations for Personal Property Tax. Licensee shall be liable for the personal property taxes, if any, assessed on the personal property owned by Licensee and located in the Premises.
16. No Representations. Licensee acknowledges and agrees that, except as expressly set forth in this Agreement, there have been no representations, promises or warranties made by or on behalf of Licensor with respect to the Premises, including, without limitation, any warranty of fitness or suitability for a particular purpose.
17. Compliance by Licensee Parties. Licensee shall take reasonable steps to ensure that the Licensee Parties abide by and comply with the terms and conditions of this Agreement.
18. No Prescriptive Rights. In no event shall Licensee acquire any prescriptive rights as a result of Licensee's occupation or presence on the Premises under the Previous Agreements or this Agreement.
19. No Modification. This License, the Road Access, and the respective attached exhibits incorporate all agreements and understandings between Licensor and Licensee and no verbal agreements or understandings shall be binding upon either Licensor or Licensee. Any addition, variation, or modification to this License shall be ineffective unless made in writing and signed by both parties.
20. Remedies. Upon the occurrence of any Event of Default, Licensor and Licensee shall each have the option to pursue any one or more of the remedies available to it at law or in equity.
21. Notices. All notices to be given under this Agreement shall be in writing and either sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States mail, or sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with this courier, or by telecopier or similar means, if a copy of the notice is also sent by the United States Certified Mail, in which case notice shall be deemed delivered on transmittal by telecopier or other similar means provided that a transmission report is generated reflecting the accurate transmission of the notices, as follows:

Notice to Licensor:

Southern California Gas Company
555 West 5th Street, GT26FO
Los Angeles, CA 90017
Attention: Lease Administrator
Fax: 213-244-8261

With a copy to:

Southern California Gas Company
c/o San Diego Gas & Electric Company, Authorized Agent for Licensor
Attn: Real Estate Manager
8335 Century Park Court, CP 11D
San Diego, CA 92123
Fax: 858-637-3766

Notice to Licensee:

County of Los Angeles
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Fax: 213-217-4971

These addresses may be changed by written notice to the other Party provided that no notice of a change of address shall be effective until actual receipt by the Parties of the notice. Copies of notices, if any are so indicated, are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

- 22. Attorneys' Fees.** If either Party files any action or brings any proceeding against the other arising from or related to this Agreement, then as between Licensor and Licensee, the prevailing party shall be entitled to recover from the other party as an element of its costs of suit and not as damages, reasonable attorneys' fees (both in-house and outside counsel fees), costs and expenses incurred in the action or proceeding, including any appeal thereof. The "prevailing party" within the meaning of this section shall be the party to the action or proceeding whom is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment. A party not entitled to recover its costs shall not recover attorney fees.
- 23. Entire Agreement; Survival.** This Agreement and the attached Exhibits constitute the entire agreement between the Parties relating to the Premises. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force and affect. The provisions of Paragraphs 6, 8, 10 and 15 shall survive termination or revocation of this Agreement.

24. **Time of Essence.** Time is of the essence for each condition, term and provision of this Agreement.
25. **Counterparts.** This Agreement may be executed in one or more counterparts. Each counterpart shall be deemed an original and all taken together shall constitute one and the same instrument.
26. **Severability.** If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.
27. **Waivers and Amendments.** A waiver of a breach of a covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement and no waiver shall be valid unless in writing and executed by the waiving Party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by both Licensor and Licensee.
28. **Construction.** Headings at the beginning of each section and subsection are solely for the convenience of the Parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include plural and vice versa. Unless otherwise indicated, all references to sections are to this Agreement.
29. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California without giving effect to the principles of conflicts of law thereof. THE PARTIES IRREVOCABLY AGREE THAT ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT SHALL BE BROUGHT IN A STATE COURT OF COMPETENT JURISDICTION IN THE CITY OF SAN DIEGO, STATE OF CALIFORNIA. BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY ACCEPTS AND SUBMITS TO THE JURISDICTION OF SAID COURTS IN PERSON, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING.
30. **Binding Effect.** Except as otherwise provided herein, this Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns.
31. **Drafting Party.** The provisions of this Agreement, and the documents and instruments referred to herein, have been prepared, examined, negotiated and revised by each Party hereto and their respective lawyers, and no implication shall be drawn and no provision shall be construed against any Party hereto by virtue of the purported identity of the drafter of this Agreement, or any portion thereof.

32. Confidentiality. Licensee shall keep, and direct its employees, agents and representatives to keep, the terms and conditions of this Agreement confidential except and then only to the extent (a) such information was in the public domain, obtained from a third party or already known to the person to whom it is disclosed; or (b) Licensee is legally compelled to disclose the same, in which event Licensee shall provide to Licensor notice of such intended disclosure as soon as possible.
33. Not Binding Until Signed By Both Parties. This Agreement shall be of no force or effect whatsoever until it has been signed by both Parties. If the Parties execute this Agreement on different dates, the date of execution shall be deemed to be the later date.

The Parties have read this Agreement and intend to be bound by its terms as of the Effective Date.

LICENSOR:
SOUTHERN CALIFORNIA GAS
COMPANY, a California corporation
By: San Diego Gas & Electric Company,
a California corporation, its duly authorized
agent

By: 
Name: Jim Seifert
Title: Real Estate Manager

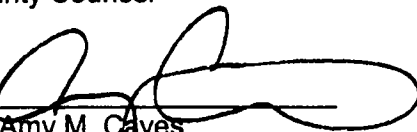
Date: 9/16/08

LICENSEE:
COUNTY OF LOS ANGELES

By: 
Name: William T Fujifoka
Its: Chief Executive Officer

Date: 8/19/08

APPROVED AS TO FORM
RAYMOND G. FORTNER, JR.
County Counsel

By: 
Amy M. Caves
Deputy County Counsel

Attest
DEAN C. LOGAN
Acting Registrar Recorder/County Clerk


By:  9/1/2008
Maurice Salama, Deputy

EXHIBIT "A"

DESCRIPTION OF PROPERTY

That certain real property owned by Southern California Gas Company commonly known as Aliso Canyon Underground Storage Field located at Oat Mountain, north of the city of Northridge and bounded by Sesnon Boulevard to the south and Oat Mountain Motorway to the north (the "Property").

EXHIBIT "B1"

LEGAL DESCRIPTION OF THE PREMISES

Those portions lying above a depth of 500 feet below the present surface of that portion of Paragraph 28, Township 3 North, Range 16 West, in the Rancho Ex Mission de San Fernando (North Portion) in the County of Los Angeles, State of California as shown on Map filed in Book 57, Pages 19, 20 and 21, of Record of Surveys, in the office of the recorder of said county, within the following described boundaries:

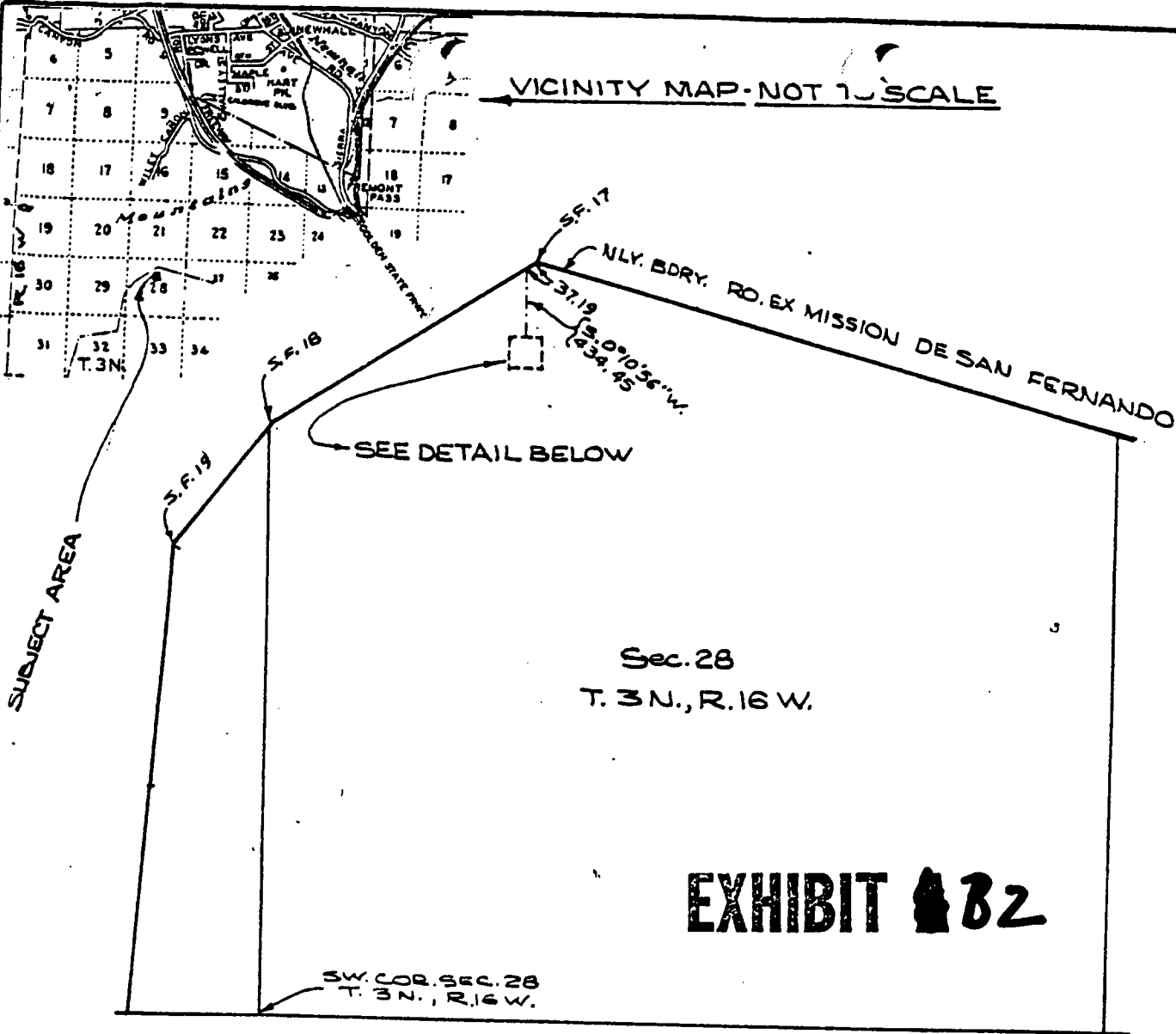
Commencing at the most northerly corner of said section, thence South 57°57'16" West along the northwesterly boundary of said section a distance of 37.91 feet; thence South 0°10'56" West 434.45 feet to the true point of beginning; thence South 89°49'04" East 100.00 feet; thence South 0°10'56" West 200.0 feet; thence North 89°49'04" West 200.00 feet; thence North 0°10'56" East 200.00 feet; thence South 89°49'04" East 2 100.00 feet to said true point of beginning.

EXHIBIT "B2"

DIAGRAM OF PREMISES

AGENDA ITEM 0 - ENCLOSURE 2

VICINITY MAP - NOT TO SCALE



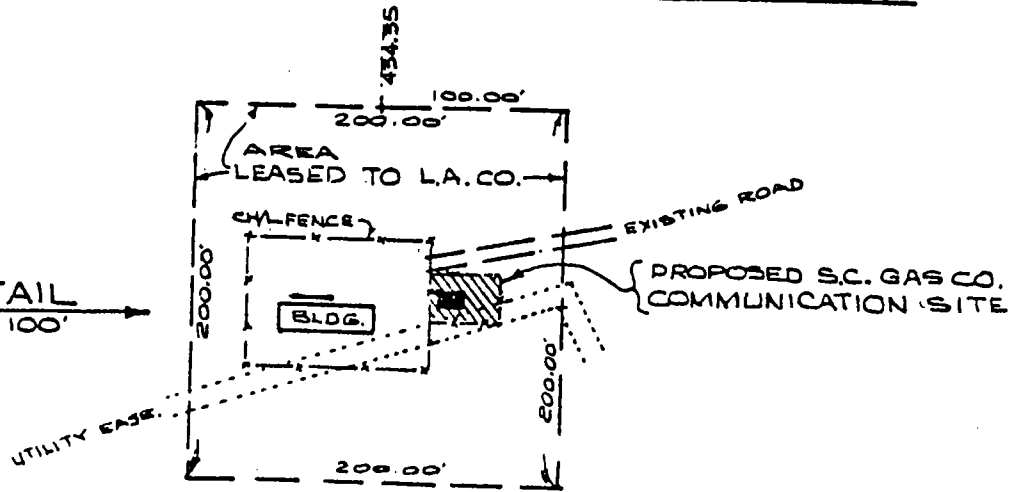
Sec. 28
T. 3 N., R. 16 W.

EXHIBIT 82

SW COR. SEC. 28
T. 3 N., R. 16 W.



DETAIL
1" = 100'



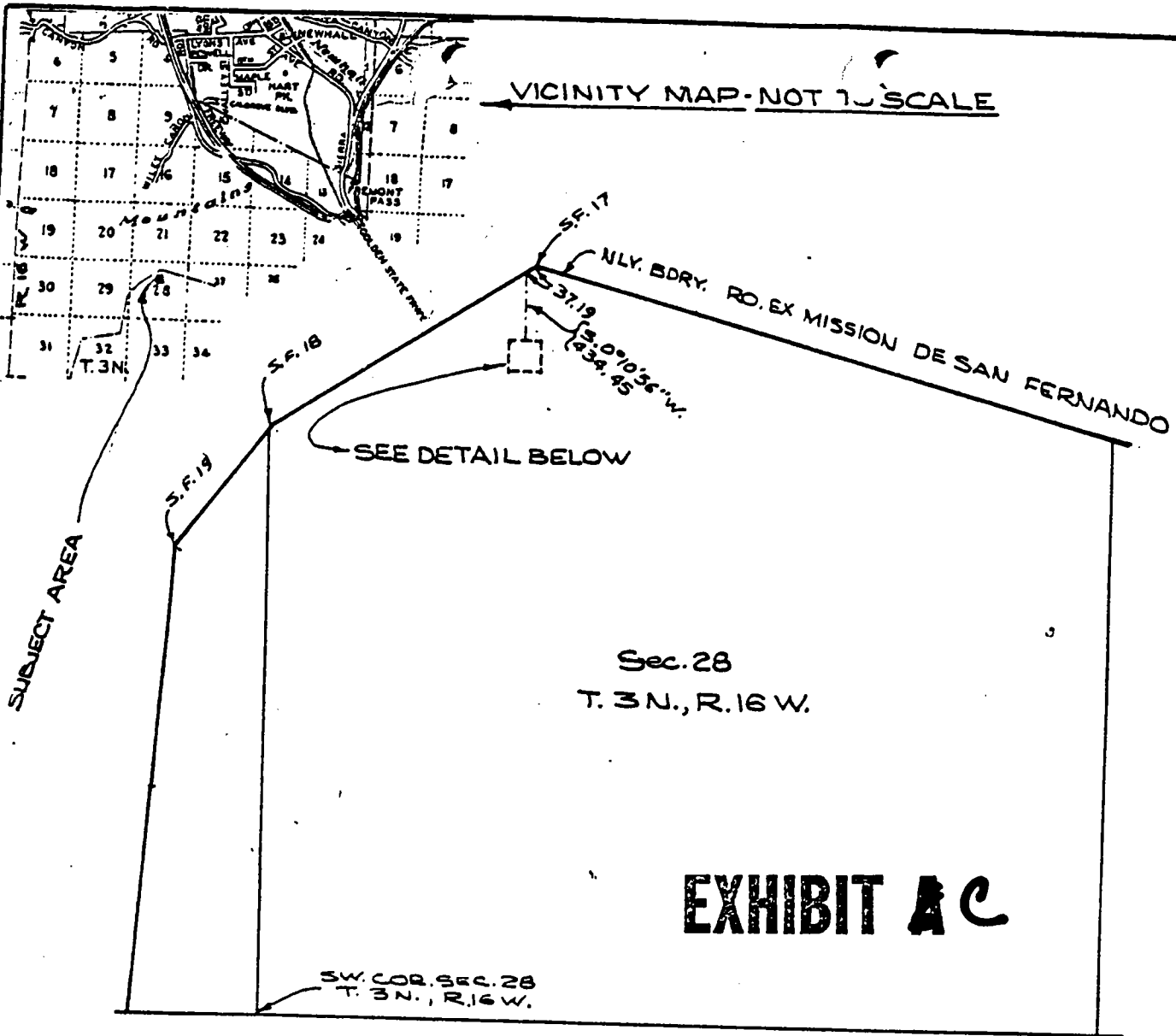
COUNTY OF LOS ANGELES / DEPARTMENT OF COUNTY ENGINEER-FACILITIES

DATE 16 OCT 85	A.M.B. 2821	SUP. DIST. 5	SCALE 1" = 1000'	OAT MT MICROWAVE SITE AGENDA ITEM 6 - ENCLOSURE 22 PROPOSED GAS CO. SITE	JOB NO. 022
TR. GUIDE A F I	T.M.	RD. DIST.	BY HK		

EXHIBIT "C"

DIAGRAM OF COMMUNICATIONS FACILITY

VICINITY MAP - NOT TO SCALE



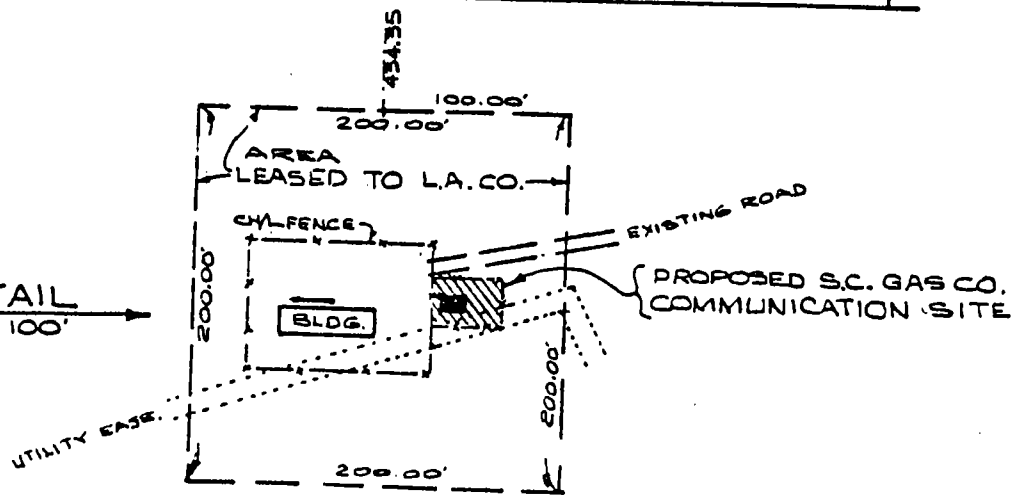
Sec. 28
T. 3 N., R. 16 W.

EXHIBIT AC

SW. COR. SEC. 28
T. 3 N., R. 16 W.



DETAIL
1" = 100'



COUNTY OF LOS ANGELES / DEPARTMENT OF COUNTY ENGINEER-FACILITIES

DATE 16 OCT 85	A.M.B. 2821	SUP. DIST. 5	SCALE 1" = 1000'	OAT MT MICROWAVE AGENDA ITEM 6 - ENCLOSURE 22 PROPOSED GAS CO. SITE	JOB NO.
H. GUIDE A F I	T.M.	RD. DIST.	BY HK		

**CHIEF EXECUTIVE OFFICE
LEASE ANALYSIS SUMMARY**

Project #	74LP-98111	Department	Internal Services Department	Date	8/20/2008
Agent	Maurice Salama	Program	Radio Telecommunications Site	District	5

Lease Premises

Address Oat Mountain/Susanna Peak Radio Telecommunications Site

Lessor Identification

Name Southern California Gas Company
 Contact Ruth B. Love
 Address 8335 Century Park Court, CP11D
 City San Diego, CA Zip 92123
 Telephone (858) 637-3738
 E-Mail rlove@semprautilities.com

Property Manager Identification

Name Same
 Contact _____
 Address _____
 City _____ Zip _____
 Telephone _____
 E-mail _____

LEASE OBLIGATIONS AND ANNUAL OCCUPANCY COST ANALYSIS

	<u>Lessor</u>	<u>County</u>
Cleaning		
Cleaning-Services	⊕ N/A	0.00
Cleaning-Supplies	⊕ N/A	0.00
Cleaning-Trash	⊕ N/A	0.00
Repair and Maintenance		
Electrical-Systems	⊕ N/A	0.00
HVAC-Equipment	⊕ N/A	0.00
HVAC-Servicing	⊕ N/A	0.00
Plumbing-Exposed	⊕ N/A	0.00
Plumbing-Concealed	⊕ N/A	0.00
Exterior-Repainting	⊕ N/A	0.00
Exterior-Glass	⊕ N/A	0.00
Interior-Maintenance	⊕ N/A	0.00
Structural & Roof	⊕ N/A	0.00
Fire-Life & Safety	⊕ N/A	0.00
Elevators	⊕ N/A	0.00
Utilities		
Electric	⊕ N/A	0.00
Gas	⊕ N/A	0.00
Water/Sewer	⊕ N/A	0.00
Miscellaneous		
Road & Grounds	⊕ N/A	0.00
Security	⊕ N/A	0.00
Administration 1=full 2=split	1 N/A 1	0.20
Real Estate Tax ¹	⊕ N/A	0.00
Building Insurance	⊕ N/A	0.00
Tenant Improvements		
County-1	⊕ N/A	0.00
County-2	0.00	n/a
County-3	0.00	n/a
Lessor	0.00	n/a
Parking		
County/Lessor	n/a	n/a
Total Costs	0.00	0.20
Basic Space Rate²	+ 0.33	
Totals³	= 0.33	0.20
		+ 0.33
		\$0.53

<u>Terms & Conditions</u>	<u>Amounts</u>	<u>Notes</u>
Lease Term 3 yrs.	1083.33	Months
Square Feet Leased	40,000	
Monthly Rent/Sq. Ft.	0.027	
Monthly Adj. To Rent		
Monthly Rent	\$1,083.33	
Annual Rent	\$13,000.00	
Term Rent	\$1,173,607.50	

Lease & Building Facts

Right to Cancel	At will by Licensor
Option to Renew	5 options each for 3 years
Option to Purchase	No
Type of Building	
Type of Walls	
Type of Ceiling	
Type of Lighting	
Type of Floor	
Thomas Guide	
Assessor's Parcel #	
CPI Adjustment	
Zoning	
Building Sq. Ft.	

<u>Improvements - Detail</u>						0	Payment at 1=Beginning; 0=End of Period
Paid By	Loan Amount	Interest Rate	# per.	# Pmts	Annual Payment	Cr./Mo. Per	
County-1	\$0		12		#DIV/0!		
County-2	\$0		12		#DIV/0!		
County-3	\$0		12		#DIV/0!		
Lessor			12		#DIV/0!		

<u>Monthly Parking Costs - Detail</u>				Annual Parking Cost
County Paid Parking	# of Spaces			\$0
Lessor Paid Parking	# of Spaces			\$0

Comments:

This is a telecommunications site used by ISD to provide radio communications.

¹Check Actual Taxes ²Total Rent minus Lessor Costs ³Adj. annual rent divided by 12

**CEO
LEASE FACT SHEET**

Department:	Internal Services Department	Subvention:	0%
Address:	Oat Mountain/Susanna Peak Telecommunications Site	Job No.:	74LP-98111
Assessor Parcel No.		Supervisor District:	5

LEASE INFORMATION:

New Re-Lease Amendment Option to Renew
 Alterations: No Yes Additional Cost \$ _____
 Lump Sum
 Amortized \$ _____ per mo. @ ____%
 Included in Rental \$ _____

Percent of building occupied by County Department(s): 100 %

Property tax information:

Current assessed value:	\$ _____ Exempt _____
Latest real property tax amount:	\$ _____
Amount of real property tax paid by County:	\$ _____ 0 _____

No. of other County leases with proposed lessor: None

LEASE STRUCTURE: OPERATING VS. CAPITAL: (Not applicable - County is leasing only portion of property)

Estimated Market Value of Property:

Land:	\$ _____	N/A
Improvements:	\$ _____	N/A
Total:	\$ _____	N/A

PRESENT VALUE (PV) OF INCOME OVER TERM: Monthly Base Rental Rate (NNN Basis) x discounted by PV% = Present Value

\$ N/A	x		=	\$
--------	---	--	---	----

$$\frac{\text{Present Value Market}}{\text{Estimated Market Value}} = \% \text{ of Fair Market Value}$$

\$ N/A	=		(Operating Lease)
\$ N/A			

LEASE COST COMPARISON:

	Monthly Lease Amount	No. of Sq. Ft.	Cost per Sq. Ft.
Proposed	\$ 1,083.33	40,000	\$0.02708
Previous	\$ 84.58	40,000	\$0.00211
Difference	\$998.75	- 0 -	\$0.02497
% Change	118.08%	0.00%	

APPROVALS:

Board Office No.	5	Deputy:		Date:	
REMC Date:	N/A	Project Auth.:	Mike Samsing	Date:	

AGENDA ITEM 0 - ENCLOSURE 2

SITE ACCESS AGREEMENT

THIS SITE ACCESS AGREEMENT ("Agreement"), is made and entered into in duplicate original this ____ day of _____, 2016,

BY AND BETWEEN

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

AND

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

RECITALS:

WHEREAS, County 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, County leases certain real property commonly known as Los Angeles County Tejon Peak Microwave Site ("Tejon Peak") in Gorman, California, as described on Exhibit A attached hereto ("Real Property") pursuant to a telecommunication site agreement with Ralphs Trust, ("Master Lessor"), as the land owner of Tejon Peak, which is a portion of Los Angeles County Assessor Parcel Number ("APN") 3251-001-017, under County Lease no. 78291, dated November 5, 2014 (the "Master Lease Agreement") which will expire on November 4, 2019; and

WHEREAS, County has requested from Master Lessor, and Master Lessor has given consent to County to license the use of a portion of the Real Property to the LA-RICS Authority for use as a Long Term Evolution ("LMR") broadband communication site; and

WHEREAS, County subleases the Real Property at Tejon Peak to Southern California Edison Company ("Edison"), which is co-locator of the Real Property and also the owner of the existing on-site communication building, microwave tower and access road leading to the Real Property from public access ("Access Road"), under County Lease no. 78296, dated November 5, 2014 (the "Edison Sublease Agreement") which will expire on November 4, 2019; and

WHEREAS, County has requested from Edison and Edison has given consent to County to allow the LA-RICS Authority use the Access Road to gain access and operate telecommunication facilities on the LMR site at Tejon Peak, and

WHEREAS, the terms and conditions concerning the consent of both the master Lessor Ralphs Trust and Edison has been summarized in the Consent to Site Access Agreement for Tejon Peak, ("consent agreement") which involves all four parties' consent: Ralph's Trust, County, Edison and LA-RICS, and

WHEREAS, the parties hereto acknowledge that: (a) LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LMR Vendor") to design, construct, and perform services with respect to a regional interoperable LMR telecommunications system as a part of the LA-RICS; (b) the LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LMR Vendor") to design and construct a regional interoperable 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 LMR 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 LMR site located on the Real Property in accordance with the terms and conditions prescribed herein.

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

1. **LMR SITE**

County hereby licenses to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from County on the terms and conditions set forth herein, the use of land within a portion of the Real Property, together with all necessary space, private access roads and easements that have been given prior approval for use by either Ralph Trust, the Master Lessor and owner of the Real Property, and Edison, the owner of the existing communication building, tower, and private access road for access and utilities to install and operate an unmanned LMR communication facility, consisting of the land space shown on Exhibit A attached hereto and incorporated herein by this reference (the "LMR Site").

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

LA-RICS AUTHORITY, the LMR 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 LMR Site at the LA-RICS AUTHORITY's expense in accordance with all of the terms and conditions of this Agreement.

LA-RICS AUTHORITY hereby acknowledges the legal right of possession of the County or its successors, and its sublessee Edison or Edison's successors, in the Real Property and covenants and agrees never to assail, contest, or resist said right of possession.

Ownership of all improvements constructed by the LA-RICS AUTHORITY upon each and every site comprising the LMR Site and all alterations, additions or betterments thereto

shall remain with the LA-RICS AUTHORITY or other agencies as may be provided by any applicable LA-RICS grant requirements. The LA-RICS AUTHORITY may remove any of its own improvements to the Real Property at any time, entirely at its own cost, during the term of this Agreement, and County hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

LA-RICS AUTHORITY hereby acknowledges that the Real Property is occupied by the **County** and its sublessee Edison pursuant to the Master Lease Agreement and Sublease Agreement, respectively. Accordingly, it is understood and recognized that this Agreement constitutes another sublease in addition to the Edison Sublease, and that this Agreement shall be subject in all respects to the terms of, and the rights of Master Lessor under the Master Lease Agreement, as set forth in the Master Lease Agreement, and the rights of Edison under its Edison Sublease Agreement, as set forth in the Sublease Agreement. Except as otherwise expressly provided in this Agreement, the terms and conditions of the Master Lease Agreement and the Edison Sublease Agreement insofar as they relate to the Real Property or the LMR Site, subject to the terms set forth in this Section 1.06, are made a part of and incorporated into this Agreement as if recited herein in full. Notwithstanding the foregoing, in the event of conflict between the terms of the Master Lease Agreement, the Edison Sublease Agreement and the terms of this Agreement, as between the County, and LA-RICS AUTHORITY only, the terms of this Agreement shall control; provided, however, in the event the observance or performance by either party hereto of the terms of this Agreement may result in a breach of the terms of the Master Lease Agreement or the Edison Sublease Agreement, the subject terms of this Agreement shall be invalid and unenforceable and the corresponding terms of the Master Lease Agreement and the Edison Sublease Agreement shall control.

2. PURPOSE AND USE

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

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

Nothing contained in this Agreement shall be deemed or construed in any way to limit the authority of either County, Edison or Master Lessor, to exercise any right or power

concerning the utilization of the Real Property including without limitation the Agreement on the LMR Site; provided, however, that such County, Edison or Master Lessor's 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 County, Edison and Master Lessor copies of project plans and specifications (along with any other information reasonably requested by County) for the LMR Site at the 50%, 75%, and 100% stages of design development, for County's review and approval. LA-RICS AUTHORITY agrees to discuss with County, Edison and master lessor the concerns of either County, Edison or Master Lessor, if any, regarding the proposed plans and to work in good faith to address such concerns and obtain County, Edison and Master Lessor's approval prior to implementation of said plans.

Conceptual site plans for the LMR Site are identified in Exhibit C. Upon the LA-RICS AUTHORITY's, County's (or County's authorized agent's), Edison's and Master Lessor's approval of the final site plan for the LMR Site, such final site plan will be deemed incorporated herein by reference as an update to Exhibit C. County agrees that it will approve or deny approval of all plans and specifications, as well as informing Edison and Master Lessor of the final plans and specifications, within 15 business days of receipt or said plans and specifications shall be deemed approved. LA-RICS AUTHORITY shall provide County with a notice of work commencement and an estimated time of completion for the LMR Site.

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

Should ministerial permits be required, County shall expeditiously process such permits within its jurisdiction. To the extent there may be costs associated with County'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 the LMR Site to the extent necessary to proceed with design, construction, or for compliance with the California Environmental Quality Act and/or the National Environmental Policy Act, and/or to determine if the LA-RICS AUTHORITY's use of

the LMR Site will be compatible with the LA-RICS AUTHORITY's engineering specifications and design and operational requirements. County 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 by County pursuant to Section 28 (Default) hereof; or (c) termination of the Master Lease Agreement.

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**

County, Edison and Master Lessor shall have the opportunity to review and provide input, if any, as to all project plans and specifications for the LA-RICS AUTHORITY's proposed alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements) after LA-RICS AUTHORITY's initial installation of the LA-RICS Facility on the LMR Site. In addition, County Edison and Master Lessor shall have the right to inspect said equipment and the LMR Site at any time during and after installation upon not less than twenty-four (24) hours prior written notice to the LA-RICS AUTHORITY (except in cases of emergency pursuant to Section 14 hereof (Emergency Access)) and, at LA-RICS AUTHORITY's option, LA-RICS AUTHORITY may choose to have a representative to accompany County, Edison and Master Lessor during any such inspection of or access to a LMR Site. The LA-RICS AUTHORITY shall not commence installation of equipment or alteration of a LMR Site, or any portion thereof, until the County, Edison and Master Lessor has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Agreement, including without limitation Sections 3 and 8 hereof. County's, Edison's and Master Lessor's review and approval of the plans shall not release the LA-RICS AUTHORITY from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The LA-RICS AUTHORITY shall be responsible for notifying County, Edison and Master Lessor and all other relevant parties immediately upon discovery of such omissions and/or errors. The LA-RICS AUTHORITY shall not cause or permit any change of any equipment installed by the LA-RICS AUTHORITY on a LMR Site including power outputs or changes in the use of frequencies described in Exhibit B hereto (Equipment List), but not including "like-kind" replacements, except after County and Edison has been provided an opportunity to review and approve, such plans and specifications.

7. **INSTALLATION**

LA-RICS AUTHORITY shall install the LA-RICS Facility at its own expense and risk as approved by County, Edison and Master Lessor 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 County and Edison. LA-RICS AUTHORITY and/or its agent shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. Each component of the LA-RICS Facility shall be clearly identified with LA-RICS AUTHORITY's and, as applicable, member agency, LMR Vendor, 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.

LA-RICS AUTHORITY agrees that County may grant the use of any unused portion of the Real Property to any third party in addition to Edison 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 County shall be required to comply with all applicable noninterference rules of the FCC.

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

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

Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LMR Site, LA-RICS AUTHORITY shall provide County with a time of completion notice and as-built drawings of the LA-RICS Facility ("As-Builts"). Such As-Builts shall include the location of any of LA-RICS AUTHORITY shelters, cabinets, grounding rings, cables, and utility lines associated with LA-RICS AUTHORITY use of the LMR Site in CAD and PDF formats. Upon receipt of the As-Builts by County, the As-Builts shall be deemed incorporated herein by reference as updates to Exhibit C (Site Plan). In the event that LA-RICS AUTHORITY fails to deliver the As-Builts as required by this section within ten (10) business days of receipt of written notice, County may cause such As-Builts to be prepared

on behalf of LA-RICS AUTHORITY and County shall assess a fee for such As-Builts, the cost of which shall become immediately due and payable to County upon invoice accompanied by supporting documentation of such fee. County shall be responsible for completion of and costs associated with As-Builts resulting from any modifications required by County.

8. ALTERATIONS

LA-RICS AUTHORITY shall make no renovations, alterations or improvements to the LMR Site or the Real Property other than to install, maintain, replace and operate the LA-RICS Facility in accordance with the documentation attached hereto as Exhibits A, B, and C and/or as permitted elsewhere herein, without providing prior written notice to County and Edison, 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 County and Edison, 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 County and Edison. LA-RICS AUTHORITY agrees: (i) to submit to the County and Edison, for review and approval, all plans and specifications, working drawings, and other information reasonably required by the County and Edison covering proposed alterations by LA-RICS AUTHORITY, (ii) to discuss with County and Edison the County's and Edison's concerns, if any, regarding the proposed alterations, and (iii) to work in good faith to address such concerns. All work to be done by LA-RICS AUTHORITY shall be performed in accordance with the plans provided to County and Edison.

9. MAINTENANCE

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

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

10. **CONSTRUCTION STANDARDS**

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

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

11. **OTHER OPERATIONAL RESPONSIBILITIES**

As applicable, LA-RICS AUTHORITY, its LMR Vendor and the First Net Parties shall comply with and abide by all applicable rules, regulations and directions of County; at all times hold a valid FCC license for the Permitted Activities and comply with all applicable City and County ordinances and all State and Federal laws, and, in the course thereof, obtain and keep in effect all required permits and licenses required to engage in the Permitted Activities on the LMR Site; conduct the Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the Real Property by County and Edison 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; and assume the risk of loss, damage or destruction to the LA-RICS Facility and any and all fixtures and personal property belonging to LA-RICS AUTHORITY that are installed or placed within the LMR Site, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the County and Edison, their agents, employees or contractors.

12. **RELOCATION**

12.01 County shall have the right to request relocation of the LA-RICS Facility or any portion thereof on no more than one occasion during the term hereof to another location on the Real Property ("Alternate Site"), provided: the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LMR Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not materially interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment; County shall pay all costs incurred by LA-RICS AUTHORITY for relocation of LA-RICS AUTHORITY's equipment from the LMR Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LMR Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY's

use of the Alternate Site; County shall give LA-RICS AUTHORITY at least six (6) months written notice before requiring relocation; and LA-RICS AUTHORITY's use of the LA-RICS Facility in question will not be materially interrupted and LA-RICS AUTHORITY shall be allowed, if necessary, to place temporary equipment on the Real Property during the relocation.

12.02 LA-RICS AUTHORITY shall have the right, subject to County, Edison and Master Lessor's approval, to request a one-time relocation of the LA-RICS Facility or any portion thereof to an Alternate Site on the Real Property pursuant to LA-RICS AUTHORITY's obligations under the Spectrum Lease Agreement, provided that:

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

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

(c) LA-RICS AUTHORITY shall give County and Edison at least sixty (60) days written notice of the requested relocation. The requested relocation shall be subject to prior approval by both County, Edison and Master Lessor, and such approval not to be unreasonably withheld.

13. ACCESS TO LMR SITE

County and Edison hereby grants to the LA-RICS AUTHORITY, its member agencies, the LMR 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 LMR Site ("Access"), but only to the extent County and Edison has legal authority to grant such Access and has control over the Access. The LA-RICS AUTHORITY, on behalf of itself and its member agencies, the LMR 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 County and Edison with notice of all of its representatives or agents who are authorized to access the LMR Site pursuant to this Section. LA-RICS AUTHORITY shall document the condition of the Access prior to the execution of this Agreement by means of photographs to be provided at Licensee's cost.

LA-RICS AUTHORITY acknowledges that, in the event County lacks legal authority to grant or control over the Access, it must obtain from the applicable owner(s) of the Real Property, a separate grant of access for itself and its member agencies, the LMR Vendor and the First Net Parties.

14. **EMERGENCY ACCESS BY COUNTY**

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

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

No Interference. LA-RICS AUTHORITY shall not use the LMR Site in any way which causes radio frequency ("RF") interference in excess of levels permitted by the FCC or otherwise interferes with the use of the Real Property by County or County'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.

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

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

Interference during Emergency. If any measurable interference caused by LA-RICS AUTHORITY's equipment with County's electronic equipment during an emergency incident occurs, the LA-RICS AUTHORITY will immediately cease operation, transmission or further use of LA-RICS AUTHORITY's equipment until such time as the emergency

incident or interference has ended but LA-RICS AUTHORITY shall be permitted to power up its equipment for intermittent testing with notice.

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

16. **UTILITIES**

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

17. **HOLD HARMLESS AND INDEMNIFICATION**

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

County 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 County and/or its agents, elected and appointed officers, employees, and contractors in connection with the performance of County's obligations hereunder.

18. **INSURANCE**

Without limiting LA-RICS AUTHORITY's obligations to County, 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 County's Risk Manager, and evidence of such programs satisfactory to the County Risk Manager, shall be delivered to the CEO, Real Estate Division, on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that County 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 County 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 County as an additional insured.

General Liability. A program of insurance which shall be primary to and not contributing with any other insurance maintained by County, written on ISO policy form CG 00 01 or its equivalent, and endorsed to name the County 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 from 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.

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
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Disease - policy limit: \$1 million

Disease - each employee: \$1 million

Commercial Property Insurance. Such coverage shall:

- Provide coverage for County'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 County and LA-RICS AUTHORITY as their interests may appear and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the Agreement.

Construction Insurance. If major construction work is performed by LA-RICS AUTHORITY during the term of this 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. County 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 County furnished materials and equipment, against loss or damage until completion and acceptance by the LA-RICS AUTHORITY and the County if required.
- **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, naming County as an additional insured, with limits of not less than

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

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

- **Automobile Liability.** such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$5 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. such insurance shall cover liability arising out of LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor use of autos pursuant to this lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- **Professional Liability.** Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the LA-RICS AUTHORITY's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$5 million per claim and \$10 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.
- **Workers Compensation and Employers' Liability Insurance** or qualified self-insurance satisfying statutory requirements. Such coverage shall provide Employers' Liability coverage with limits of not less than \$1 million per accident. Such policy shall be endorsed to waive subrogation against the County 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 County as the alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

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

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

Notification of Incidents. LA-RICS AUTHORITY shall report to County 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 County. Such report shall be made in writing within seventy-two (72) hours of LA-RICS AUTHORITY's knowledge of such occurrence.

Compensation for County 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 County, LA-RICS AUTHORITY shall pay full compensation for all reasonable costs incurred by County.

19. **FAILURE TO PROCURE INSURANCE**

Failure on the part of LA-RICS AUTHORITY to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which County 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 County shall be repaid by LA-RICS AUTHORITY to County upon demand.

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

20. **TAXES**

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

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, County, City, or any other tax or assessment-levying body upon the LMR Site arising from LA-RICS AUTHORITY' use of the LMR Site.

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

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

21. **NOTICES**

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

public letter box, and any such notice and the envelope containing the same, shall be addressed to LA-RICS AUTHORITY as follows:

LA-RICS AUTHORITY
2525 Corporate Place, Second Floor
Monterey Park, California 91754
ATTN: Executive Director

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

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

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

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

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

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

If LA-RICS AUTHORITY does not timely remove all of its LA-RICS Facility, personal property and improvements from the LMR Site and the Real Property within the time provided in this section, County 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 County within thirty (30) days of receipt of an itemized accounting of the cost for such removal of personal property and improvements. County 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 County 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 County 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 County.

25. **ASSIGNMENT**

This Agreement may not be sold, assigned or transferred by LA-RICS AUTHORITY without the approval or consent of the County, which consent may not be unreasonably withheld or conditioned, except that the LA-RICS AUTHORITY may assign this Agreement to any of its member agencies, First Net or grant funding agencies without such approval or consent of the County.

As to third parties, this Agreement may not be sold, assigned or transferred without the written consent of the County or Master Lessor, which consent will not be unreasonably withheld, delayed or conditioned. No change of stock, licensorship, partnership interest or control of LA-RICS AUTHORITY or transfer upon partnership or corporate dissolution of LA-RICS AUTHORITY shall constitute an assignment hereunder. To effect such assignment or transfer, LA-RICS AUTHORITY shall first deliver to the County:

- (i) A written request for approval;
- (ii) The name, address, and most recent financial statements of the proposed transferee or sublicense;
- (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.

County shall approve or disapprove a proposed transfer, assignment or sublicense and proceed to seek consent from Master Lessor of the LA-RICS AUTHORITY'S request to assign, within sixty (60) days after LA-RICS AUTHORITY delivers all such items to the County. County's failure to respond to any request pursuant to this Section shall be deemed disapproval of said request.

In the case of an assignment, 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 County.

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

26. **SUBORDINATION AND NON-DISTURBANCE**

County shall obtain, not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagees, ground lessors and master lessors, if any, of the Real Property. At County'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 County 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, County 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 LMR Site as long as LA-RICS AUTHORITY is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchase of Lender's or its successor's interest (a "Purchaser") acquires a licensorship 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 County's obligations under this Agreement, and (c) promptly cure all of the then-existing County 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 County of the Real Property, and (iii) agrees to accept a cure by Lender of any of County's defaults, provided such cure is completed within the deadline applicable to County.

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 County if such condemnation may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at the LMR Site for more than forty-five (45) days. LA-RICS AUTHORITY may on its own behalf make a claim in any condemnation proceeding involving the LMR Site for losses related to the equipment comprising the applicable LA-RICS Facility, its relocation costs and its damages and losses (but not for the loss of its interest, if any, under this Agreement). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and County 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, County 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. County 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, County may: (a) cure the default and invoice LA-RICS AUTHORITY for all costs reasonably incurred in effecting such cure, or (b) terminate this Agreement upon written notice to LA-RICS AUTHORITY, take possession of the LMR Site and remove all LA-RICS AUTHORITY's improvements located thereon. In the event of a default hereunder by County, LA-RICS AUTHORITY shall provide written notice thereof to County. County shall have sixty (60) days from the date of said notice in which to cure the default, provided that County 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 County 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 County unless and until County has failed to cure a default within the time periods set forth in this section. In the event that County 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 County for all costs reasonably incurred by LA-RICS AUTHORITY in effecting such cure, or (b) terminate this Agreement upon written notice to County.

29. **WAIVER**

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

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

30. **HAZARDOUS MATERIALS**

The parties hereto hereby warrant and represent that they shall comply with all applicable Federal, State, and local laws and regulations concerning the use, release,

storage and disposal of hazardous substances on the LMR Site and the Real Property. For purposes of this Agreement, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances, as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the Real Property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8., as it may be amended from time to time.

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

31. **DAMAGE OR DESTRUCTION**

Either party shall have the right to terminate this Agreement with respect to all or any portion of the LMR Site in the event of one of the following: (a) the applicable Real Property or the LMR Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that repairs cannot reasonably be expected to be completed within forty-five (45) days following said damage (or County in its sole discretion elects not to make such repair); or (b) the applicable Real Property or LMR Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that such damage may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at such LMR Site for more than forty-five (45) days. Notwithstanding the foregoing, in the event of any of the damage described in this Section, LA-RICS AUTHORITY shall have the right to elect to perform or cause to be performed any of the required repairs to the applicable Real Property or Agreement LMR Site should County 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 County '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 County 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 County.

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**

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

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

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

36.04 If the County 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 County may terminate, or suspend this Agreement.

36.05 While the County 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 County 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 County 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 County from acquiring similar, equal or like goods and/or services from other entities or sources.

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

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

39. **PUBLIC RECORDS ACT**

39.01 Any documents submitted by LA-RICS AUTHORITY or its agents including without limitation the LMR Vendor and all information obtained in connection with the County's right to inspect the LMR Site or any other rights provided by this Agreement shall become the exclusive property of the County. 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 County 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 County 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 County 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 County's invoice.

39.03 Any documents submitted by County or its agents and all information obtained in connection with LA-RICS AUTHORITY's rights provided by this Agreement shall become the exclusive property of LA-RICS AUTHORITY. All such documents become a matter of

public record and shall be regarded as public records, except as specifically provided by California Government Code Section 6250 et seq. ("Public Records Act") and which are marked "trade secret," "confidential," or "proprietary." LA-RICS AUTHORITY shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

39.04 In the event the LA_RICS AUTHORITY is required to defend an action on a Public Records Act request as requested by the County for any of the aforementioned documents, information, books, records, and/or contents County 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 County's receipt of LA-RICS AUTHORITY's invoice.

40. **OTHER TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

43. **BANKRUPTCY**

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

44. **SUCCESSORS AND ASSIGNS**

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

45. **SEVERABILITY**

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

46. **INTERPRETATION**

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

47. **ENTIRE AGREEMENT**

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

COUNTY-SPECIFIC PROVISIONS:

48. **LOBBYIST**

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

49. **ENFORCEMENT**

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

50. **SOLICITATION OF CONSIDERATION**

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

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

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

LA-RICS AUTHORITY acknowledges that the County of Los Angeles places a high priority on the implementation of the Safely Surrendered Baby Law. LA-RICS AUTHORITY understands that it is the County's policy to encourage LA-RICS AUTHORITY to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the LA-RICS AUTHORITY' place of business. LA-RICS AUTHORITY will also encourage its contractors and subcontractors, if any, to post this poster in a prominent position in the

contractor's or subcontractor's place of business. The County's Department of Children and Family Services will supply LA-RICS AUTHORITY with the poster to be used. As of the inception of this Agreement, information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

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

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

53. RECYCLED BOND PAPER

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

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

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

COUNTY OF LOS ANGELES

A California Joint Powers Authority

By: _____

By: _____

Print Name: _____

Its: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

MARY C. WICKHAM
COUNTY COUNSEL

By: _____
Deputy

By: _____
Deputy

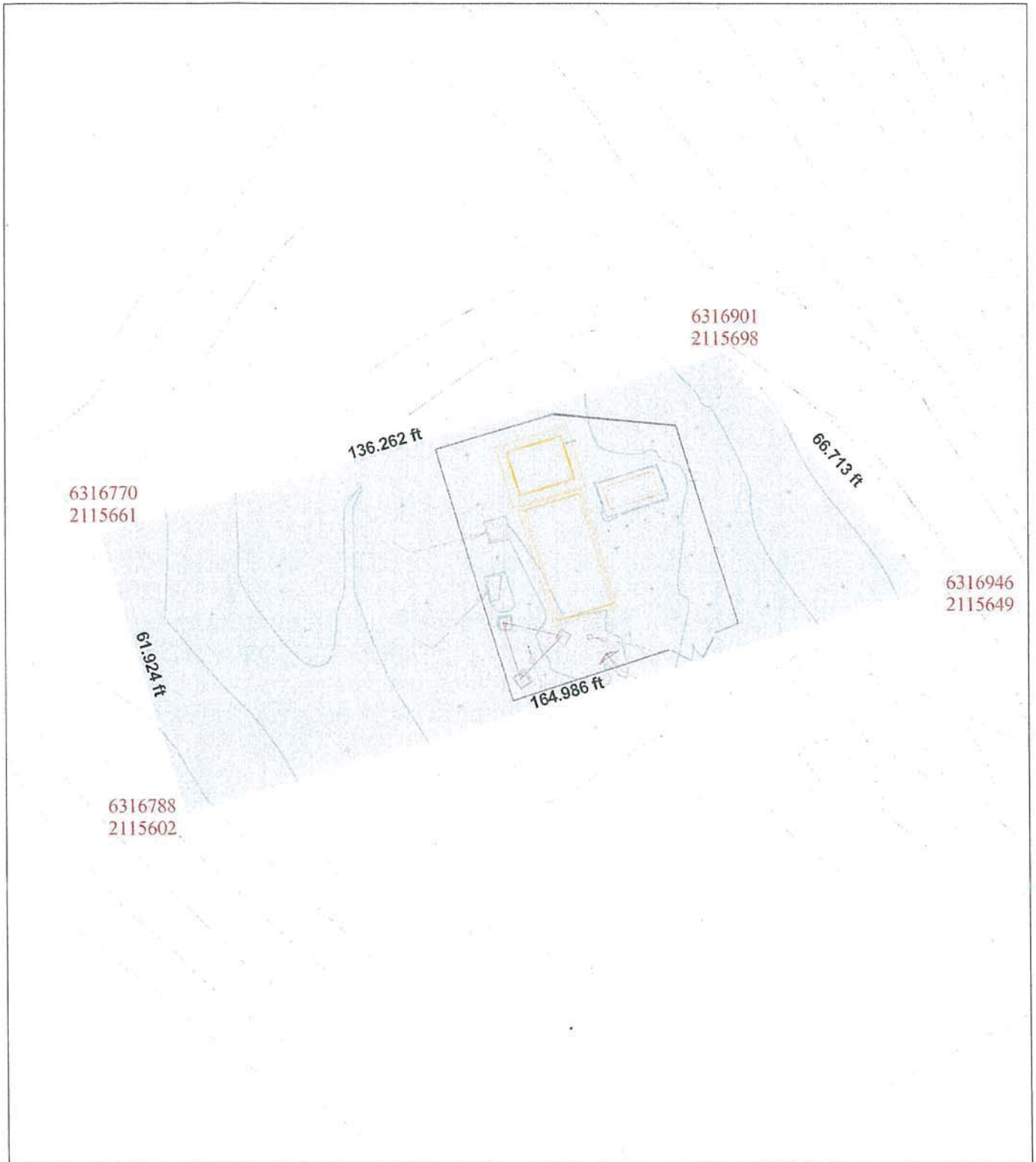
EXHIBIT A

SITE DESCRIPTION

EXHIBIT B

EQUIPMENT LIST

EXHIBIT C
SITE PLAN



Tejon Peak Communications Site
 Ralphs Trust
 Exhibit "A"

Page 1



Lease Area



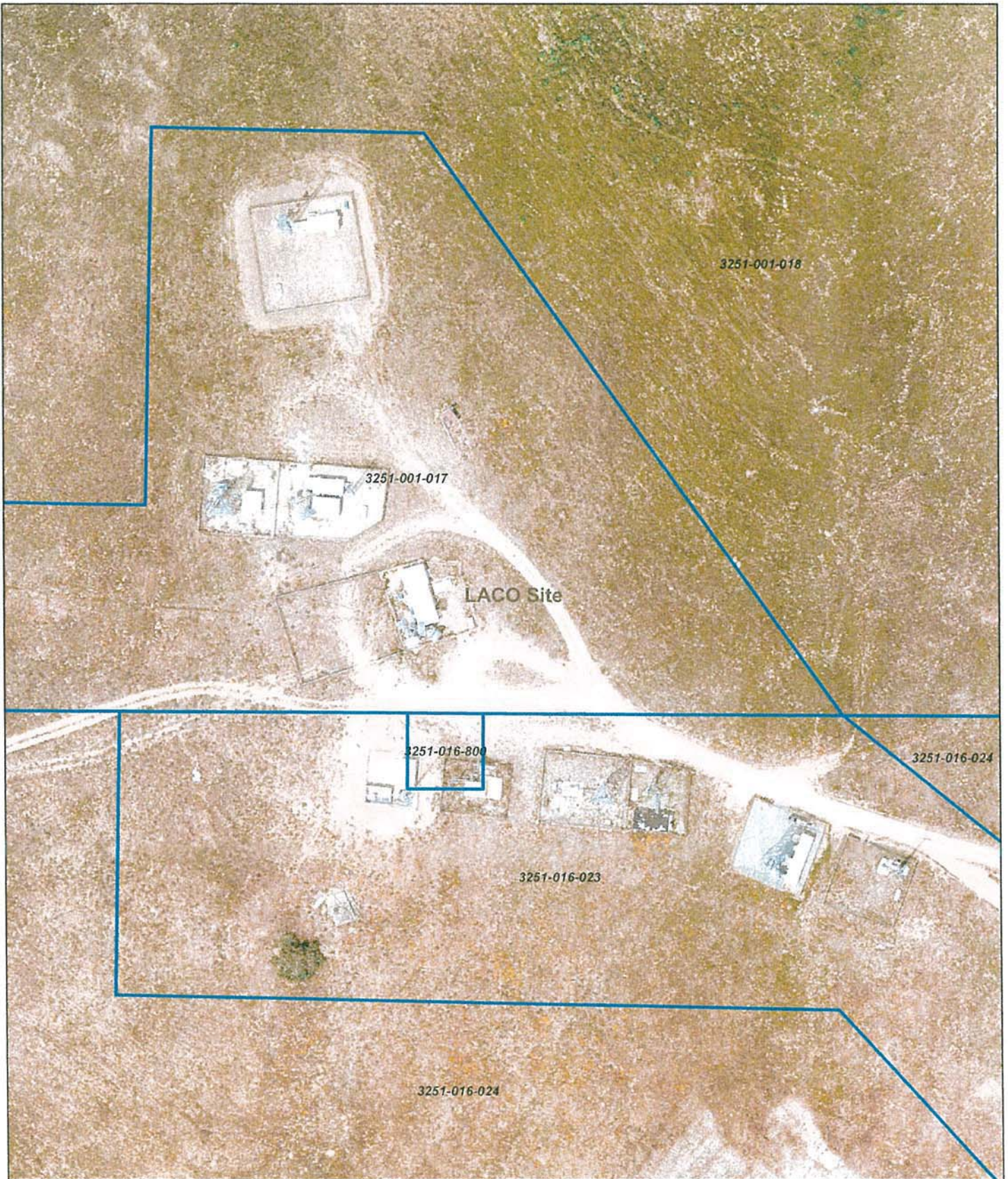


Exhibit A	COUNTY OF LOS ANGELES TEJON PEAK TELECOMM SITE APN: 3251-001-017	DATE 4-8-2014 COUNTY OF LOS ANGELES
Page 2		ELIZA JUNG (213) 974-4189

AGENDA ITEM 0 - ENCLOSURE 2

Exhibit A - Page 3

Parcel owned by Ralph's Trust

THAT CERTAIN PARCEL OF LAND THREE HUNDRED (300) FEET BY THREE HUNDRED (300) FEET IN SIZE SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOW:

THAT PORTION OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 18 WEST, S.B.B. & M., IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

COMMENCING AT THE UNITED STATES GEODETIC SURVEY TRIANGULATION STATION TEJON, LATITUDE 34° 48' 11.607", LONGITUDE 118° 48' 53.673", NORTH AMERICAN DATUM; THENCE NORTH 70.41 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 84° 56' 10" WEST 86.24 FEET; THENCE SOUTH 5° 03' 50" WEST 300.00 FEET; THENCE SOUTH 84° 56' 10" EAST 300.00 FEET; THENCE NORTH 5° 03' 50" EAST 300.00 FEET; THENCE NORTH 84° 56' 10" WEST 213.76 FEET TO THE TRUE POINT OF BEGINNING, AND BEING THE LANDS DESCRIBED IN SAID LEASE AGREEMENT DATED JUNE 8, 1953 FROM JAMES L. RALPHS TO THE COUNTY OF LOS ANGELES.

EXHIBIT B - LMR SITE ACCESS AGREEMENT

TEJON PEAK

LA-RICS EQUIPMENT LIST

New LMR Pre-Bab 360 sq ft. Equipment **Shelter** (12'x34')

New LMR Indoor **RF Racks** (6), **DC Rack** (1), **Battery Rack** (1) & **future Racks** (5)

New **Generator** inside Shelter

New **GPS** (6) mounted to Shelter

New 180 feet tall self-supportiing **Tower**

New LMR (15) **Antennas**

new LMT (2) MW **Dishes**

New LMR **Fuel Tank** enclosed by 189 sq ft chain link fence

SITE DATA	
SITE INFORMATION	
COUNTY:	LOS ANGELES COUNTY
JURISDICTION:	LOS ANGELES COUNTY
OCCUPANCY:	U
ZONING:	A-2-2 / HEAVY AGRICULTURAL
A.P.N.#:	3251-001-017
USE:	UNMANNED PUBLIC SAFETY TELECOMMUNICATIONS FACILITY
FLOOD ZONE:	-
LAND OWNER:	JULIANNE C. RALPHS
EQUIPMENT MAINTENANCE:	
ESTIMATED VISITS TO MAINTAIN EQUIPMENT ONCE SITE IS OPERATIONAL: ONE TO TWO TIMES PER MONTH (TYPICAL)	
AIR CONDITIONING UNITS:	
MECHANICAL EQUIPMENT WITHIN THE SHELTER IS INTENDED TO PROVIDE CLIMATE CONTROL FOR EQUIPMENT AND IS NOT FOR HUMAN COMFORT	
BATTERIES:	
BATTERIES TO BE INSTALLED WITHIN EQUIPMENT SHELTER ARE GEL-FILLED AND DO NOT REQUIRE SPECIAL VENTILATION MEASURES WITHIN THE SHELTER. REFERENCE ATTACHED SPECIFICATIONS.	
PROJECT TYPE:	
NEW LA-RICS EQUIPMENT SITE WITH:	
<ul style="list-style-type: none"> NEW PRE-FABRICATED (34'-0"X12'-0") LMR EQUIPMENT SHELTER NEW LMR INDOOR RF RACKS (TOTAL 6) & DC RACK (TOTAL 1), BATTERY RACK (TOTAL 1) & FUTURE RACKS (TOTAL 5) NEW ANTENNAS (TOTAL 15) MOUNTED TO NEW 180 FT. SELF SUPPORT TOWER NEW MICROWAVE ANTENNAS (TOTAL 4) MOUNTED TO NEW 180 FT. SELF SUPPORT TOWER NEW GENERATOR WITHIN NEW LMR EQUIPMENT SHELTER NEW GPS (TOTAL 6) MOUNTED TO NEW EQUIPMENT SHELTER 	



LA-RICS

Los Angeles Regional Interoperable
Communications System

LMR

SITE NAME

TPK

SITE ADDRESS

37407 GORMAN POST RD. GORMAN, CA 93243

PROJECT TEAM

CONSTRUCTION MANAGER:
MOTOROLA SOLUTIONS
725 S. FIGUEROA ST., SUITE 1855
LOS ANGELES, CA 90017
CONTACT: GERRY MACPHERSON
CELL: 951-897-9619
EMAIL: GERRY.MACPHERSON@MOTOROLASOLUTIONS.COM


ENGINEER/ARCHITECT:
MITCHELL J. ARCHITECTURE
4883 RONSON CT. SUITE N
SAN DIEGO, CA 92111
TEL: 858-650-3130
CONTACT: ART BROWN (PROJECT MANAGER)

SURVEYOR:
CAL VALDA SURVEYING, INC.
411 JENKS CIR., SUITE 205
CORONA, CA 92680
TEL: 951-280-9960 FAX: 951-280-9746
TOLL FREE: 800-CALVADA WWW.CALVADA.COM


STRUCTURAL ENGINEERS
TAQUINO ENGINEERING, INC.
7840 EL CAJON BLVD. SUITE 406
SAN DIEGO, CA 91941
TEL: (619) 464-0964 FAX (619) 464-0967
CONTACT : DAVID TAQUINO

ELECTRICAL ENGINEER:
HARTON ENGINEERING
1250 E WALNUT ST, SUITE 240
PADADENA, CA 91106
TEL: 626-449-4223
CELESTIN HARTON, PE
CONTACT: ROB MYERS (626) 252-8950

SHEET INDEX		
SHEET NO.	DESCRIPTION	REV. NO.
T1	TITLE SHEET	0
C1	TOPOGRAPHIC SURVEY	0
A1	BOUNDARY PLAN & SITE PLAN	0
A2	ENLARGED SITE PLAN	0
A3	EXTERIOR ELEVATIONS	0
A3.1	EXTERIOR ELEVATIONS	0



Los Angeles Regional Interoperable
Communications System



MOTOROLA SOLUTIONS


MITCHELL J ARCHITECTURE, INC.
4883 Ronson Court, Suite N
San Diego, CA 92111
858.650.3130 (ph) 858.650.3140 (fax)

Los Angeles Regional Interoperable Communications System

TPK
TEJON PEAK
37407 GORMAN POST RD., GORMAN, CA 93243


UTILITIES

SCE CUSTOMER SERVICE
1-800-655-4555
SCE CONTACT: JULIO FELIX
TEL: 951-760-6611
ALL IMS INSPECTION REQUEST
EMAIL: IMS@sce.com



CENTER OF TOWER

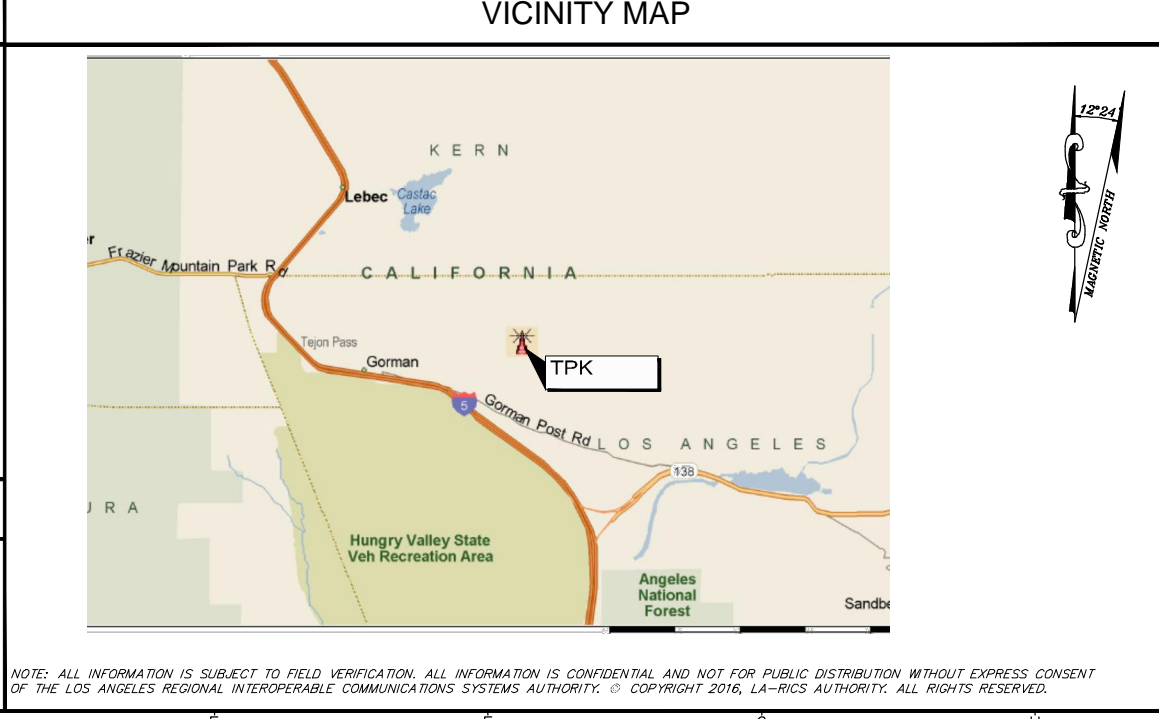
LATITUDE: 34° 48' 11.07"N
LONGITUDE: 118° 48' 56.63"W
ELEVATION: 4879.2 AMSL NAD 83



APPLICANT

OWNER: LA-RICS PROJECT TEAM
2525 CORPORATE PLACE, STE. 200
MONTEREY PARK, CA 91754
CONTACT: H. FRITZ ROTE
CELL: (434)-229-8159
EMAIL: frote@tedeng.com

ATTACHMENTS



APPROVALS

SHOP DRAWING / SUBMITTAL REVIEW

<input type="checkbox"/> NO EXCEPTIONS TAKEN	<input type="checkbox"/> REVISE & RESUBMIT
<input type="checkbox"/> MAKE CORRECTIONS NOTED	<input type="checkbox"/> REJECTED
<input type="checkbox"/> NO ACTION REQUIRED	<input type="checkbox"/> OTHER - SEE COMMENTS

SUBMITTAL WAS REVIEWED FOR DESIGN CONFORMITY AND GENERAL CONFORMANCE TO CONTRACT DOCUMENTS ONLY. THE DESIGN-BUILDER IS RESPONSIBLE FOR CONFIRMING AND CORRELATING DIMENSIONS AT JOB SITES FOR TOWER FRAMES, FABRICATES, QUANTITIES, FABRICATION PROCESSES AND TECHNIQUES OF CONSTRUCTION, COORDINATION OF HIS WORK WITH OTHERS, AND FULL COMPLIANCE WITH CONTRACT DOCUMENTS. DESIGN-BUILDER IS RESPONSIBLE FOR COMPLIANCE WITH ALL BUILDING CODES, CITY ORDINANCES, ENVIRONMENTAL REQUIREMENTS & MITIGATION MEASURES ASSOCIATED WITH THIS SITE.

BY: _____ DATE: _____

LA-RICS
2525 Corporate Place
Suite 200
Monterey Park, CA 91754

MOTOROLA PROJECT MANAGER _____ DATE _____

LA-RICS AUTHORITY _____ DATE _____

- DRIVING DIRECTIONS**
- FROM LA-RICS OFFICE (2525 CORPORATE PLACE, SUITE 200 MONTEREY PARK, CA 91754)
- GET ON I-10 W IN EAST LOS ANGELES FROM CORPORATE CENTER DR AND W RAMONA BLVD
 - HEAD WEST ON CORPORATE PL
 - TURN RIGHT ONTO CORPORATE CENTER DR
 - USE THE LEFT 2 LANES TO TURN LEFT ONTO W RAMONA BLVD
 - TURN RIGHT ONTO CAMPUS RD
 - TURN LEFT TO MERGE ONTO I-10 W
 - TAKE I-5 N TO GORMAN POST RD MERGE ONTO I-10 W
 - USE THE MIDDLE 2 LANES TO KEEP LEFT AT THE FORK, CONTINUE ON SAN BERNARDINO FWY AND FOLLOW SIGNS FOR U.S. 101/LOS ANGELES
 - USE THE RIGHT 2 LANES TO TAKE EXIT 18A TO MERGE ONTO I-5 N TOWARDS SACRAMENTO
 - KEEP LEFT TO STAY ON I-5 N KEEP LEFT TO STAY ON I-5 N
 - KEEP RIGHT AT THE FORK TO CONTINUE ON INTERSTATE 5 TRUCK RTE N
 - MERGE ONTO I-5 N
 - KEEP RIGHT AT THE FORK TO CONTINUE ON CA-138 E
 - CONTINUE ON GORMAN POST RD TO YOUR DESTINATION
 - SLIGHT LEFT TOWARDS TEJON MOUNTAIN RD
 - TURN RIGHT ONTO EDISON TEJON MOUNTAIN RD
 - SLIGHT LEFT TOWARDS TEJON MOUNTAIN RD
 - TURN LEFT AT THE 1ST CROSS STREET ONTO TEJON MOUNTAIN RD
 - KEEP LEFT DESTINATION WILL BE ON THE RIGHT

ISSUED DATE 04-28-16


CONSTRUCTION RECORD

DRAWN BY SB

CHECKED BY AB

ZONING DRAWINGS

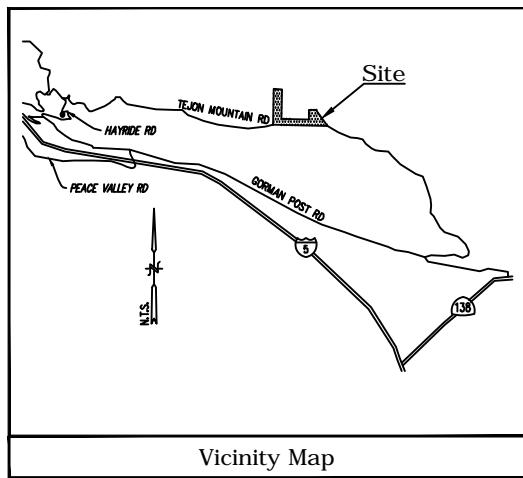
REVISIONS		
NO.	DATE	DESCRIPTION
0	04-28-16	ZD'S



TITLE SHEET

T1

LMR-TPK-T1 0



Vicinity Map

Title Report

THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT.
 PREPARED BY:
 ORDER NO.:
 DATED:

Legal Description

THAT PORTION OF SECTION 5, TOWNSHIP 8 NORTH RANGE 18 WEST, SAN BERNARDINO BASE AND MERIDIAN AS SHOWN ON RECORD OF SURVEY, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 158, PAGES 88, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor's Parcel No.

3251-001-017

Easements

NOT AVAILABLE

Lease Area

AS SHOWN

Geographic Coordinates at Proposed Tower

1983 DATUM: LATITUDE 34° 48' 11.07" N LONGITUDE 118° 48' 06.63" W
 ELEVATION = 4879.2 FEET ABOVE MEAN SEA LEVEL

CERTIFICATION:
 THE LATITUDE AND LONGITUDE SHOWN ABOVE ARE ACCURATE TO WITHIN +/- 15 FEET HORIZONTALLY AND THAT THE ELEVATIONS SHOWN ABOVE ARE ACCURATE TO WITHIN +/- 3 FEET VERTICALLY. THE HORIZONTAL DATUM (GEOGRAPHIC COORDINATES) IS IN TERMS OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83) AND IS EXPRESSED IN DEGREES (°), MINUTES (') AND SECONDS ("), TO THE NEAREST HUNDREDTH OF A SECOND. THE VERTICAL DATUM (ELEVATIONS) IS IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND IS DETERMINED TO THE NEAREST TENTH OF A FOOT.

Basis of Bearings

THE STATE PLANE COORDINATE SYSTEM OF 1983 (NAD 83), CALIFORNIA ZONE 5.

Bench Mark

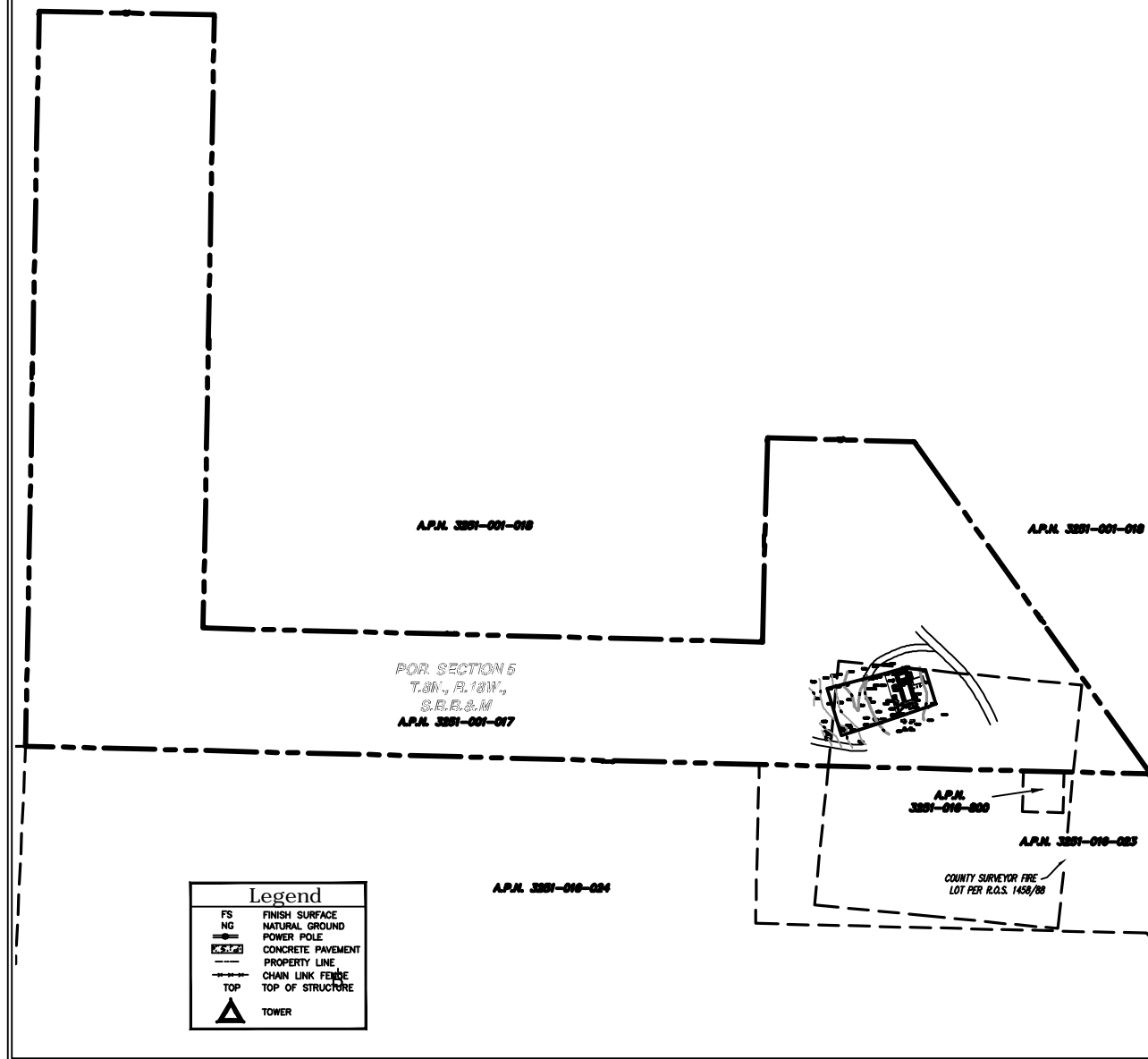
THE NATIONAL GEODETIC SURVEY MONUMENT EN7840 ("TEJON"), ELEVATION = 4874.66 FEET (NAVD 88).

Date of Survey

APRIL 4, 2016.

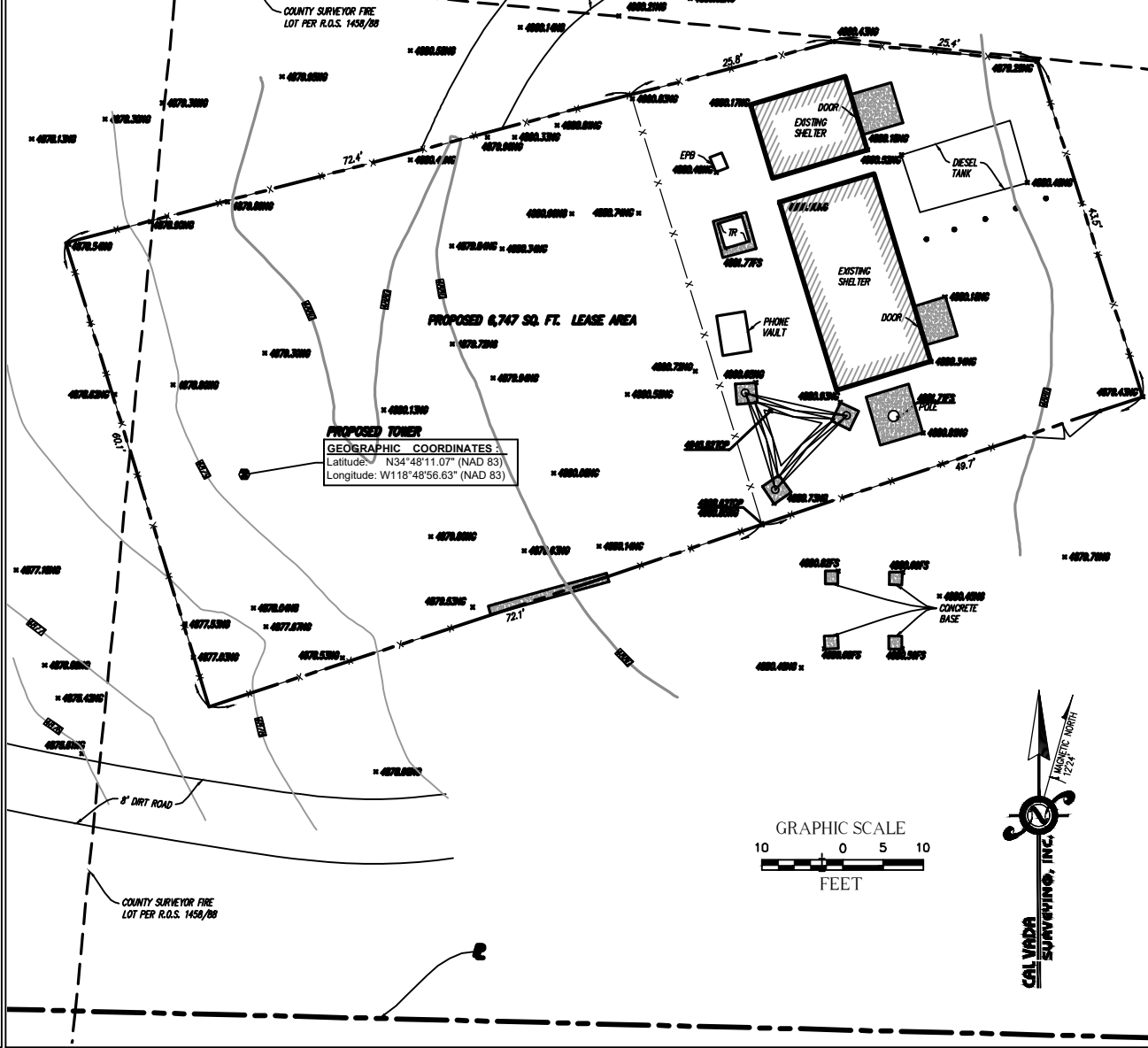
Boundary Detail

SCALE: 1"=100'



Lease Area Detail

SCALE: 1"=10'



MITCHELL J ARCHITECTURE, INC.
 4883 Ranson Court, Suite N
 San Diego, CA 92111
 858.650.3130 (ph) 858.650.3140 (fax)



Los Angeles Regional Interoperable Communications System

TPK TEJON PEAK

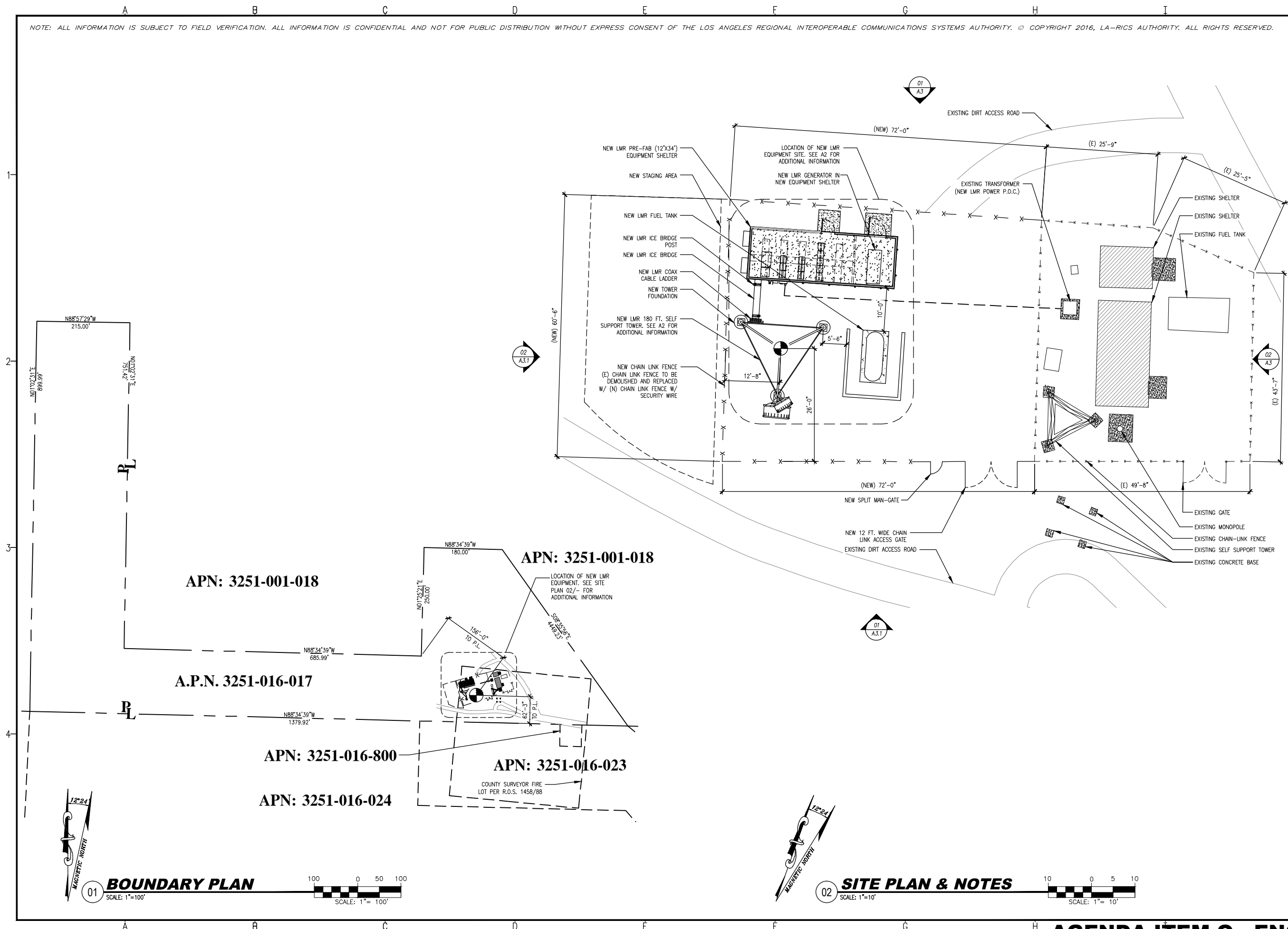
ISSUED DATE	
CONSTRUCTION RECORD	
DRAWN BY	HP
CHECKED BY	RG

REVISIONS		
NO.	DATE	DESCRIPTION
0	04-28-16	SUBMITTAL

CALVADA SURVEYING, INC.
 411 Jenks Cir., Suite 205, Corona, CA 92680
 Phone: 951-280-9660 Fax: 951-280-9746
 Toll Free: 800-CALVADA www.calvada.com
 JOB NO. 16236

LMR-TPK-C1 0

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Los Angeles Regional Interoperable Communications System

TPK
TEJON PEAK
37407 GORMAN POST RD., GORMAN, CA 93243

ISSUED DATE	04-28-16
CONSTRUCTION RECORD	
DRAWN BY	SB
CHECKED BY	AB

ZONING DRAWINGS

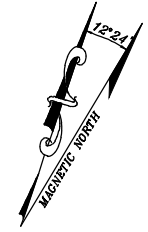
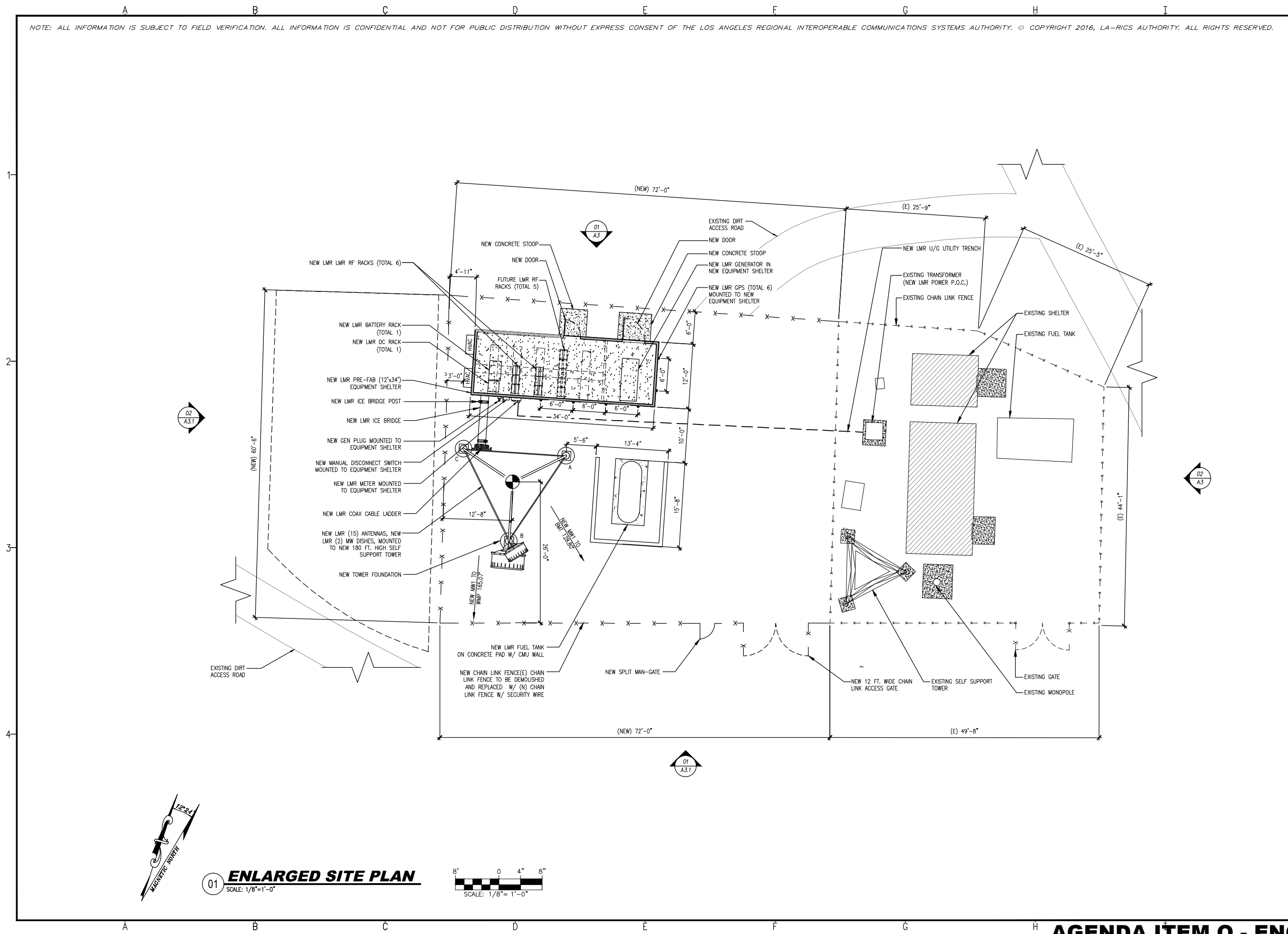
REVISIONS		
NO.	DATE	DESCRIPTION
0	04-28-16	ZD'S



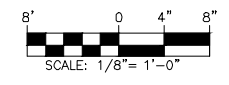
BOUNDARY PLAN
& SITE PLAN
A1

LMR-TPK-A1 0

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01 ENLARGED SITE PLAN
SCALE: 1/8" = 1'-0"



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San Diego, CA 92111
858.650.3130 (ph) 858.650.3140 (fax)

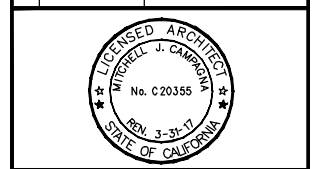
Los Angeles Regional Interoperable Communications System

TPK
TEJON PEAK
37407 GORMAN POST RD., GORMAN, CA 93243

ISSUED DATE	04-28-16
CONSTRUCTION RECORD	
DRAWN BY	SB
CHECKED BY	AB

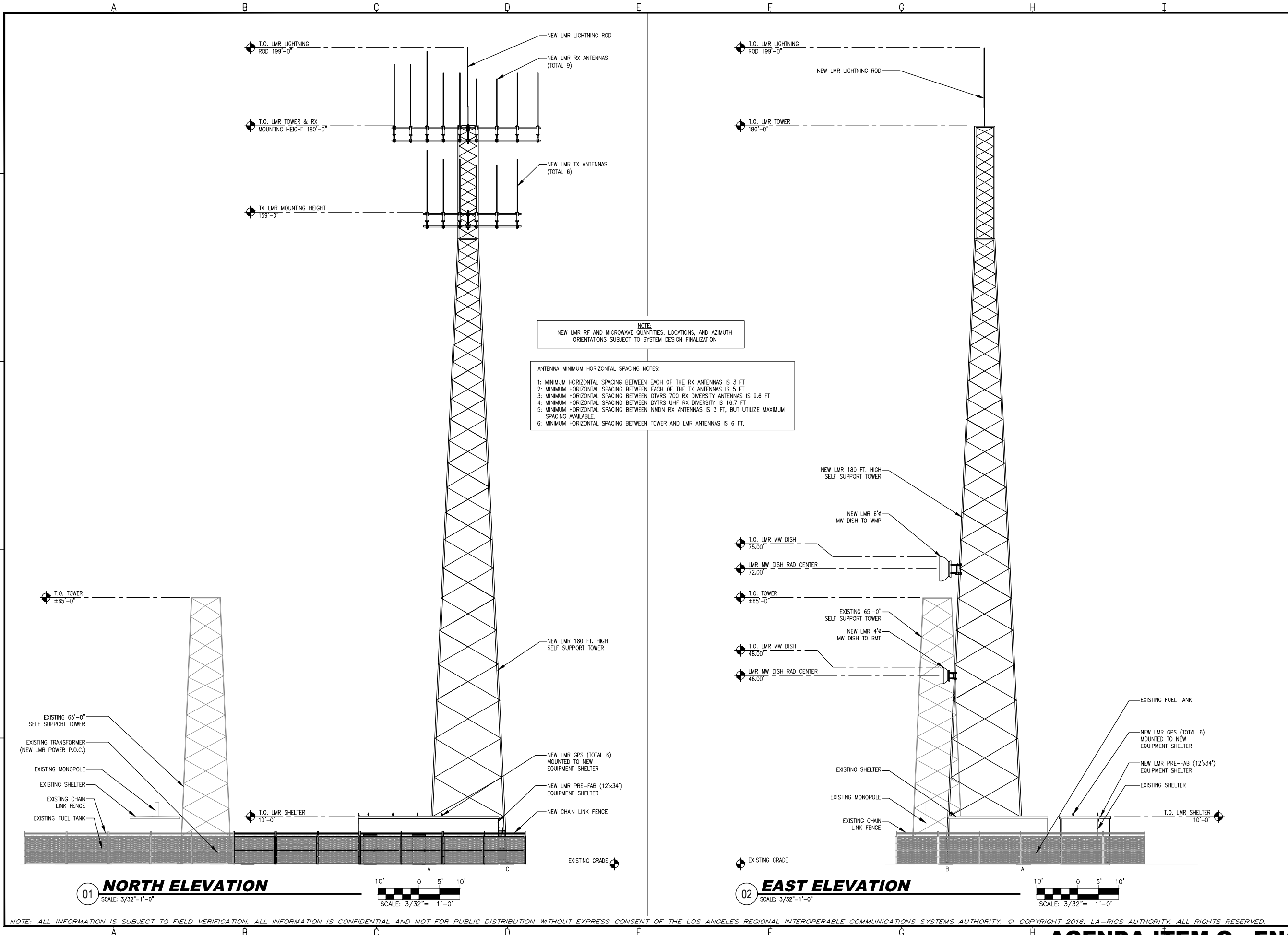
ZONING DRAWINGS

REVISIONS		
NO.	DATE	DESCRIPTION
0	04-28-16	ZD'S



ENLARGED SITE PLAN
A2

LMR-TPK-A2 0



MITCHELL J ARCHITECTURE, INC.
 4883 Rensson Court, Suite N
 San Diego, CA 92111
 858.650.3130 (ph) 858.650.3140 (fax)

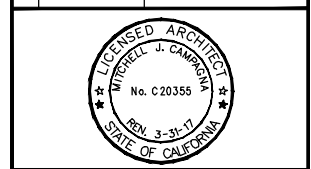
Los Angeles Regional Interoperable Communications System

TPK
 TEJON PEAK
 37407 GORMAN POST RD., GORMAN, CA 93243

ISSUED DATE	04-28-16
CONSTRUCTION RECORD	
DRAWN BY	SB
CHECKED BY	AB

ZONING DRAWINGS

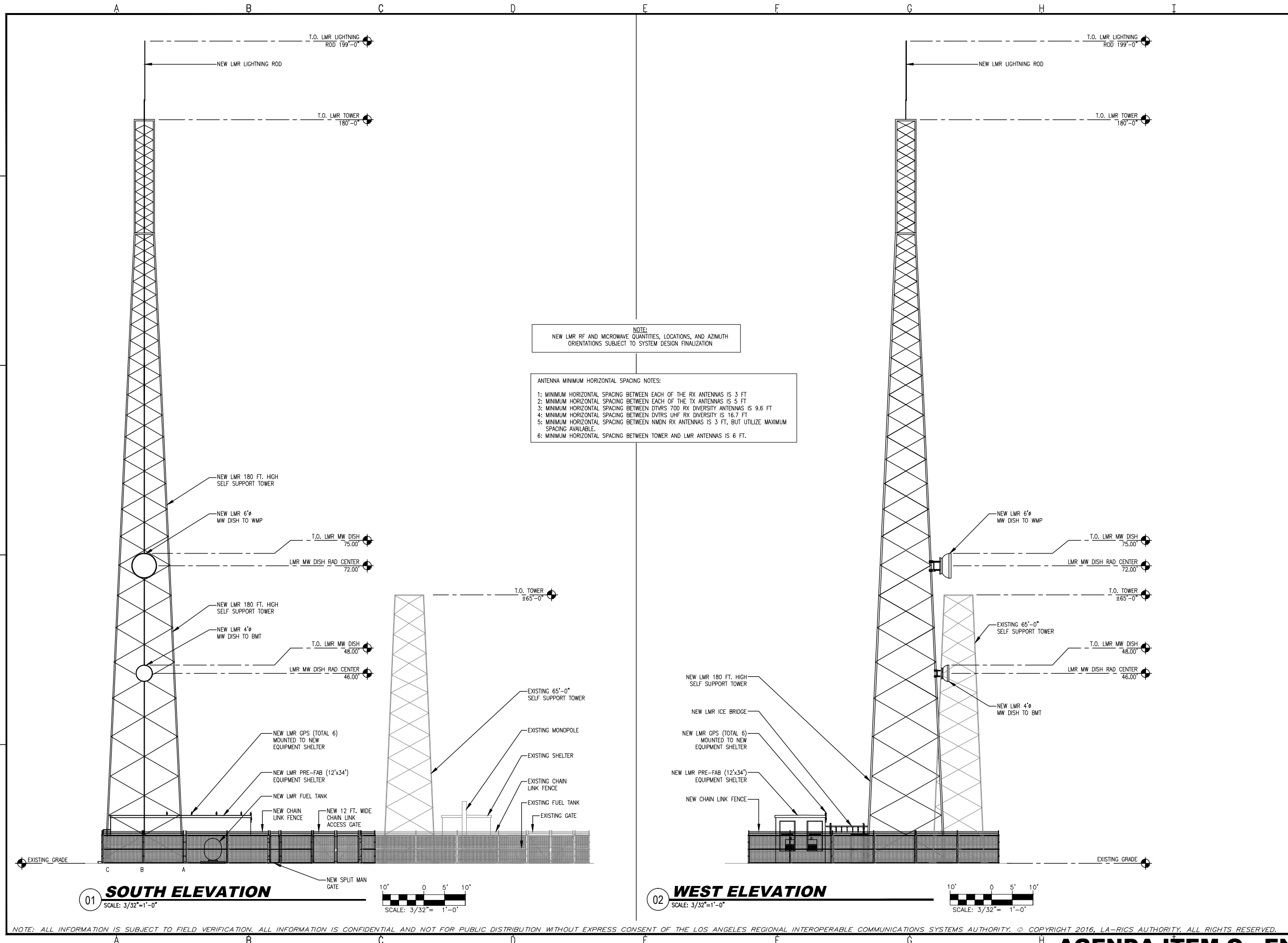
REVISIONS		
NO.	DATE	DESCRIPTION
0	04-28-16	ZD'S



EXTERIOR ELEVATION A3

LMR-TPK-A3 0

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NOTE:
NEW LMR RF AND MICROWAVE QUANTITIES, LOCATIONS, AND AZIMUTH ORIENTATIONS SUBJECT TO SYSTEM DESIGN FINALIZATION

ANTENNA MINIMUM HORIZONTAL SPACING NOTES:

- 1: MINIMUM HORIZONTAL SPACING BETWEEN EACH OF THE RX ANTENNAS IS 3 FT
- 2: MINIMUM HORIZONTAL SPACING BETWEEN EACH OF THE TX ANTENNAS IS 5 FT
- 3: MINIMUM HORIZONTAL SPACING BETWEEN DIVERSITY 700 RX DIVERSITY ANTENNAS IS 9.6 FT
- 4: MINIMUM HORIZONTAL SPACING BETWEEN DIVERSITY UHF RX DIVERSITY IS 16.7 FT
- 5: MINIMUM HORIZONTAL SPACING BETWEEN NMDN RX ANTENNAS IS 3 FT, BUT UTILIZE MAXIMUM SPACING AVAILABLE.
- 6: MINIMUM HORIZONTAL SPACING BETWEEN TOWER AND LMR ANTENNAS IS 6 FT.



MITCHELL J ARCHITECTURE, INC.
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Los Angeles Regional Interoperable Communications System
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TEJON PEAK
37407 GORMAN POST RD., GORMAN, CA 93243

ISSUED DATE	04-28-16
CONSTRUCTION RECORD	
DRAWN BY	SB
CHECKED BY	AB

ZONING DRAWINGS

REVISIONS		
NO.	DATE	DESCRIPTION
0	04-28-16	ZD'S



EXTERIOR ELEVATION
A3.1

LMR-TPK-A3.1 0

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LICENSE AND INDEMNITY AGREEMENT

This License and Indemnity Agreement (“**License**”) is dated as of _____, 2016, and is made by and between Morrison Ranch Estates Homeowners’ Association, a California non-profit mutual benefit corporation (“**Association**”), and The Los Angeles Regional Interoperable Communications System Authority, a Joint Powers Authority (“**Licensee**”).

R E C I T A L S

A. Association is the homeowners Association and governing body for the planned residential development located in Agoura Hills, California, known as Morrison Ranch Estates. Association is the owner of certain real Property which is identified as “**Association Property**” in Section 1.02 of the Declaration of Covenants, Conditions and Restrictions (“**CC&Rs**”) and Reservation of Easements recorded on December 5, 1979, as Document No. 79-13630561 in the office of the County Recorder of Los Angeles County.

B. Licensee was established pursuant to a Joint Powers Agreement dated January 2009 for the purposes of coordinating governmental services to establish a wide-area interoperable public safety communications network commonly known as “**LA-RICS**”. Licensee acknowledges it 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 Licensee’s Board of Directors shall be exercised in a manner consistent with, and subject to all restrictions and limitations upon the exercise of such powers, as are applicable to the County of Los Angeles (“**County**”) (i.e., Licensee has adopted the County’s operating mode).

C. The Association Property which is owned, managed and governed by the Association is more particularly described as follows:

LOTS 3 THROUGH 318, INCLUSIVE, OF TRACT 33402, AS SHOWN ON THE MAP RECORDED AS DOCUMENT NO. 78-1312165 OF BOOK 906, PAGES 1 THROUGH 14, INCLUSIVE, ON NOVEMBER 24, 1978, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

D. Licensee desires to utilize a portion of the Association Property for use as a Land Mobile Radio communication site (“**LMR Site**”). This area intended for use by Licensee is more particularly described on Exhibit A attached hereto and incorporated herein by this reference. Licensee agrees to accept and exercise the rights granted by this License for use of the LMR Site located on the Association Property in accordance with the terms and conditions prescribed herein.

E. Association has resolved to grant Licensee this License and to permit Licensee to utilize the LMR Site subject to the conditions and for the purposes set forth below.

NOW, THEREFORE, for and in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and the terms and conditions contained herein, and for other

good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and Association agree as follows:

1. **GRANT OF LICENSE.** Association grants to Licensee a License for use of approximately _____ square feet of ground space as depicted on Exhibit A hereto, and all access and utility easements necessary or desirable therefore, for use as an LMR Site. The specific use to which the LMR Site may be used is as described in Section 4.2 below.

2. **TERM.** The Term of this License shall commence on the date that this License is fully executed (“**Term Commencement Date**”), and shall terminate on the fifth anniversary of the Term Commencement Date (“**Term**”) unless otherwise provided herein. Thereafter, this Agreement shall continue for four (4) successive five (5) year periods (“**Renewal Terms**”) on the same terms and conditions as set forth herein. This License shall automatically be extended for each successive Renewal Term unless Licensee notifies Association of its intention not to renew at least thirty (30) days prior to commencement of the succeeding Renewal Term.

3. **FEES.** In exchange for the grant of this License to Licensee, Licensee shall pay Association’s attorney’s fees in connection with the negotiation and preparation of this License in a one-time payment of Three Thousand Dollars (\$3,000.00). Only a License, subject to the terms and conditions of this agreement, has been conveyed, and no interest in land, such as an easement, whether express, title, right or implied or prescriptive, a lease or other grant of a Property interest, has been or is intended to be conveyed to Licensee, except as expressly noted herein. Licensee accepts the LMR Site in its “AS-IS” condition.

4. **LMR SITE; PURPOSE AND USE.**

4.1 **LMR Site.** Association licenses to Licensee the use of land within a portion of the Association Property to install and operate the LMR Site, consisting of the land shown on Exhibit A attached hereto and incorporated herein by this reference. Licensee acknowledges its personal inspection of the LMR Site and surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. Licensee accepts the LMR Site in its as-is condition, and Association makes no warranty, express or implied, as to the suitability of the LMR Site for Licensee’s intended use; its physical condition, including the condition and stability of the soils or groundwater on or under any of the Association Property; and the presence of pollutants or contaminants therein. Licensee may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the LMR Site at Licensee’s expense in accordance with all of the terms and conditions of this License. Licensee hereby acknowledges the title of Association or its successors in the Association Property and covenants and agrees never to assail, contest, or resist said title. Licensee (or other agencies as may be provided by any applicable LA-RICs grant requirements) shall own of all improvements, alterations and additions constructed by Licensee upon the LMR Site.

4.2 **Purpose and Use.** The sole purpose of this License is to allow Licensee to use the LMR Site for the installation, operation, maintenance, and repair of a LMR facility. From and after the Term Commencement Date, Licensee (and/or its member agencies, and/or

agents), subject to all of the terms and conditions of the License: (a) shall have the right to construct, install, repair, remove, replace, maintain, and operate Licensee's LMR communications system, which shall consist of these certain infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference; and (b) shall be allowed access over, through and across the Association Property for ingress to and egress from the applicable LMR Site. The LMR Site shall be used only for the purposes authorized herein, and for no other purposes whatsoever. Nothing contained in the License shall be deemed or construed in any way to limit Association's authority to exercise any right or power concerning the utilization of the Association Property including without limitation the LMR Site; provided, however, that Association shall not exercise of any right or power that would unreasonably interfere with Licensee's use of the LMR Site.

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

5. **CONSTRUCTION STANDARDS**. Installation and maintenance of Licensee's equipment including without limitation the LMR facility on the LMR Site shall be performed in a neat and workmanlike manner and shall at all times comply in all respects with the statutes, laws, ordinances and regulations of any governmental authority having jurisdiction which are applicable to the installation, construction, operation and maintenance of Licensee's equipment, including but not limited to the County Building Code. Licensee will (i) comply with County Building Code requirements and (ii) will seek only those governmental approvals that would normally apply to the County. Licensee acknowledges that addressing concerns raised by Association is essential to the success of Licensee's project and that accordingly all such concerns of Association will be taken into consideration throughout the LMR Site approval process. Licensee shall remove any debris to the extent resulting from maintenance, operation and construction on the LMR Site by Licensee, its agents or contractors. In the event that Licensee fails to remove such debris from the LMR Site, Association shall provide written notice to Licensee and allow Licensee ten (10) days after receipt of notice to remove such debris. After the expiration of such ten (10) day period, Association shall cause such debris to be removed and invoice Licensee for the reasonable cost of said removal.

6. **APPROVAL**. Licensee covenants and agrees to obtain approval from Association for all improvements or uses in the LMR Site. Licensee shall furnish and submit Association copies of project plans and specifications (along with any other information reasonably requested by Association) for the LMR Site and facility at the 50%, 75%, and 100% stages of design development, for Association's review and approval. Conceptual site plans for

the LMR Site and facility are identified in Exhibit C. Upon the Licensee's and Association's approval of the final site plan for the LMR Site and facility, such final site plan will be deemed incorporated herein by reference as an update to Exhibit C. Association agrees that it will approve or deny approval of all plans and specifications within ten business days of receipt of said plans. Licensee shall provide Association with a notice of work commencement and an estimated time of completion for the LMR Site and facility. Further, Licensee shall obtain approval from Association for all of Licensee's proposed alterations, if any, to the improvements constructed by Licensee on the LMR Site. Association's review and approval of the plans shall not release Licensee from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. Licensee shall be responsible for notifying Association and all other relevant parties immediately upon discovery of such omissions and/or errors. Licensee shall reimburse Association for all fees and expenses Association reasonably incurs in connection with its review of all plans and specifications within ten (10) days of Licensee's receipt of any invoice from the Association in connection with the same.

7. **PERMITS.** Licensee shall be responsible for obtaining all licenses, permits (including ministerial permits) and all other approvals necessary for Licensee's intended use of the LMR Site. Association agrees to cooperate with Licensee, at Licensee's expense, in making application for and obtaining all licenses, permits and all other approvals that may be required for Licensee's intended use of the LMR Site. Licensee may perform and obtain, at Licensee's sole cost and expense, soil borings, percolation tests, engineering reports, environmental investigations or other tests or reports on, over, and under the LMR Site to the extent necessary to proceed with Licensee's intended use of the LMR Site, or for compliance with the California Environmental Quality Act and /or the National Environmental Policy Act.

8. **UTILITIES.** Licensee shall, at its sole cost and expense, obtain separately metered utility service lines from any utility company that will provide service to the LMR Site, and shall be responsible for the payment of all utilities necessary for the operation of the LMR facility on the LMR Site, subject to Association's review and any reasonable objections or modifications. Association agrees to sign such documents or easements as may be required by said utility companies to provide such services to the LMR Site, including the grant to Licensee or to the servicing utility company at no cost to the Licensee, of an easement in, over, across or through the Association Property as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to Association and the servicing utility company.

9. **ACCESS.** Licensee, Licensee's employees, representatives, agents and contractors (collectively, "**Licensee's Agents**") shall have access to the LMR Site without notice to Association twenty-four (24) hours a day, seven (7) days a week, at no charge, except that Licensee or Licensee's Agents shall give notice by telephone to either Association's management or its security personnel at least 24 hour in advance of any such access when reasonably possible. Association grants to Licensee, and Licensee's Agents, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Association Property as may be described generally in Exhibit A. During initial construction and installation of the LMR facility on the LMR Site, the Licensee shall work in good faith to coordinate with Association on delivery of components, movement of equipment in and out of the LMR Site and

to provide notice and schedules of such work to Association as reasonably possible to minimize disruption to Association and its members on the Association Property. Furthermore, it is hereby acknowledged by both parties that Association has no responsibility for and has no duty to ensure the safety of any of the equipment or materials stored or kept on the LMR Site by Licensee or Licensee's Agents which may or may not be used in the construction or installation of the LMR facility on the LMR Site. Association has no duty to protect such equipment or materials against theft, vandalism or other damage, caused either by persons, natural occurrences, catastrophes, or any other person or event not within the control of Association. Any damages to the LMR Site, Association Property or Association's personal property thereon, caused by or resulting from the construction, installation, repair or maintenance of the LMR Site or from the storing of any equipment or materials shall be the responsibility of Licensee to repair or otherwise restore as soon as practically possible.

10. **ASSOCIATION INSTALLATION.** Association reserves the right, at its expense, to install on the LMR Site, or elsewhere on the Association Property, its own communications shelter, telecommunications equipment, and appropriate tower space for telecommunications and/or microwave facilities (collectively, "**Association Facilities**"), so long as the installation of such Association Facilities does not interfere with Licensee's intended use of the LMR Site. Licensee and Association agree to make commercially reasonable efforts to resolve any RF interference issues with equipment, transmission or reception caused by the installation of Association Facilities. Association further reserves the right to grant the use other portions of the Association Property, excluding the LMR Site, to any third party for the purpose of installing communications transmitting equipment, so long as such uses do not interfere with Licensee's intended use of the LMR Site as provided by this License. Any third party granted such rights by Association shall be required to comply with all applicable laws, including without limitation FCC non-interference rules.

11. **RADIO FREQUENCY EMISSIONS/INTERFERENCE.** Licensee shall not use the LMR Site in any way which causes radio frequency ("**RF**") interference in excess of levels permitted by the Federal Communications Commission ("**FCC**") or otherwise interferes with the use of the Association Property by Association or Association's agents, invitees, members or other licensees or users who may occupy portions of the Association's Property at the time this License is entered into. Licensee shall be responsible for electromagnetic compatibility of Licensee's equipment with existing and future equipment at the LMR Site and on the Association Property. Licensee's installation of the LMR facility on the LMR Site shall not cause RF interference with equipment, transmission or reception (operated currently) by Association. Licensee, and/or Licensee's Agents, shall install RF interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. Licensee shall not use the LMR Site in any way which interferes with any public safety-related systems. Each component of the LMR facility shall be clearly identified, in plain view, with Licensee's (and/or, as applicable, member agency and/or LMR vendor's) name, address, telephone number, FCC license and frequencies in use.

12. **ADDITIONAL OPERATIONAL RESPONSIBILITIES.** Licensee and Licensee's Agents shall: (i) comply with and abide by all applicable rules, regulations and directions of Association; (ii) at all times hold a valid FCC license for the intended use of the LMR Site and comply with all 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 for Licensee's intended use of the LMR Site; (iii) use the LMR Site in a courteous and non-profane manner, operate without interfering with the use of Association Property by Association or the public, and remove any Licensee Agent who fails to conduct itself in the manner heretofore described; (iv) assume the risk of loss, damage or destruction to the LMR facility and all improvements, additions and personal property belonging to Licensee that are installed or placed on or within the LMR Site, unless such loss, damage or destruction was caused by the negligence or intentional misconduct of Association, or Association's agents, members, employees or contractors; and (v) after the performance of any work, construction, or labor in the LMR Site, restore all affected portions of the Association Property to the same or better condition and appearance than existed immediately prior the commencement of the work, construction or labor.

13. **RELOCATION.** Association shall have the right to reasonably request the relocation of the LMR Site or any portion of the LMR facility on no more than one occasion during the Term of the License to another location on the Association Property ("**Alternate Site**"), provided that the Alternate Site: (i) is substantially similar to the then current LMR Site in size; and (ii) is compatible with Licensee's intended use as an LMR Site. Association shall give Licensee at least six (6) months written notice before requiring relocation.

14. **NON-EXCLUSIVE.** This License shall be non-exclusive and is not intended to restrict or prohibit Association's or any other member's rights in Association Property, except as otherwise set forth herein. Association shall retain the right of entry and access for the purpose of landscape maintenance to the LMR Site; provided however that Association shall have no obligation to maintain the landscape of the LMR Site.

15. **NO REIMBURSEMENT FOR COST OF IMPROVEMENTS.** It is understood that Licensee may expend or has expended time and money in developing, improving, or constructing improvements in the LMR Site. Regardless of any such expenditures or reliance, it is expressly agreed that should this License be terminated in accordance with this License, Licensee has no right to seek reimbursement for any such cost or expense of said improvements.

16. **NO ALTERATIONS.** Licensee covenants and agrees as consideration of Association's agreement to grant this License that Licensee shall not make any alterations to landscaping, irrigation and other elements of the LMR Site without Association's express written approval, which approval shall not be unreasonably withheld; provided that Licensee shall have the right, without Association's prior approval, to make "like-kind" repairs and replacements to the LMR facility.

17. **INSPECTION.** Association shall have the right to inspect the LMR Site and facility at any time during and after installation upon not less than twenty-four (24) hours prior written notice to Licensee (except in cases of emergency) and, at Licensee's option, Licensee may choose to have a representative to accompany Association during any such inspection of or access to the LMR Site and/or facility.

18. **MAINTENANCE.** Licensee does hereby covenant and agree for itself, its successors, heirs and assigns to assume all responsibility for damages to person, property or otherwise which may result from the installation, maintenance, existence or use of the LMR Site by Licensee, and (except to the extent that Association provides landscape maintenance to the LMR Site) to hold Association and its officers, directors, employees and agents free and harmless from any cost or expense of maintenance, repair, replacement, existence and use of the LMR Site, except to the extent caused by the negligence of Association and its . Following the installation or construction of any improvements by Licensee in the LMR Site, Licensee may thereafter, at its sole cost and expense, perform maintenance, repairs, additions to and replacement of its equipment, subject to Licensee providing Association with reasonable written notice of the same and receipt of Association's written approval (if required by Section 16), which shall not be unreasonably withheld. The LMR Site shall be kept neat and clean by Licensee and ready for normal use by Association and other users. Should Licensee fail to accomplish this, following fifteen (15) days written notice from Association, Association may perform the work and Licensee shall pay the cost within 30 days of receipt of an invoice from Association.

19. **REMOVAL OF IMPROVEMENTS.** Licensee acknowledges and agrees that the LMR Site is open space common area, which means activities and construction in the LMR Site are subject to control and regulation by the City of Agoura Hills or other governmental agencies, including, but not limited to, possible prohibitions on the construction of any and all structures, and any other permanent improvements of any kind, and height limitations on landscaping. Licensee agrees that no activities will take place in the LMR Site that are not in compliance with the applicable laws, statutes, ordinances, rules and regulations governing the use of open space common area. However, upon termination of the License, Licensee shall remove all of its improvements from the LMR Site and restore the LMR Site to its original condition within 90 days of the termination. If Licensee does not timely remove all of its improvements from the LMR Site within the time provided in this section, Association may, but shall not be required to, remove the improvements at Licensee's expense. Licensee shall reimburse Association within thirty (30) days of receipt of an itemized accounting of the reasonable cost for such removal of the improvements. Association shall incur no liability for any damage to Licensee's improvements during removal or storage. Licensee covenants and agrees to pay all costs and expenses of restoring the LMR Site to its original condition if this License is revoked by Association or Licensee, and such restoration is ordered by Association. At Association's sole option, if this License is revoked, all permanent improvements not removed shall become the property of Association.

20. **COMPLIANCE WITH LAWS.** Licensee covenants and agrees that the LMR Site shall be used by Licensee strictly in compliance with all applicable laws, ordinances, statutes, rules and regulations and Association's governing documents.

21. **TAXES.** Licensee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by any Federal, State, City, or any other tax or assessment-levying body upon the LMR Site arising from Licensee's use of the LMR Site. If Licensee fails to pay any lawful taxes or assessments upon the LMR Site which Licensee is obligated to pay, Licensee will be in default of this License. Association reserves the right to

pay any such tax, assessment, fees or charges, and all monies so paid by Association shall be repaid by Licensee to Association upon demand. Licensee and Association agree that this is a license and not a lease and no real estate interest is being conveyed herein.

22. **NO WARRANTY.** Association's consent to this License shall not be construed as a warranty or acknowledgment that the use of the LMR Site by Licensee complies with applicable laws, ordinances, statutes, rules and regulations, or Association's Declaration or other governing documents and Licensee shall be obligated to obtain any necessary permits and inspections, and to verify compliance with all legal requirements and Association's governing documents. Licensee certifies that he, she or it has inquired of the appropriate governmental officials or agencies and will comply with their directions and requirements.

23. **SUBJECT TO DECLARATION.** Licensee covenants and agrees, and hereby expressly acknowledges, that the LMR Site shall remain subject to the jurisdiction, authority and control of Association pursuant to the applicable provisions of the Declaration and other governing documents, as well as any amendments to any of them. This License shall be in addition to, and not in lieu of, the Declaration and other governing documents of Association. In the event of any conflict between the terms of this License and the terms of the Declaration or other governing documents of Association, the applicable provisions of the Declaration or other governing documents shall prevail.

24. **INSURANCE.** Without limiting Licensee's obligations to Association, Licensee shall provide and maintain, at its own expense during the term of this License, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to Association, and evidence of such programs satisfactory to Association, shall be delivered to Association, on or before the effective date of this License. Such evidence shall specifically identify this License and shall contain express conditions that Association 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 Association as an additional insured (except for the Workers' Compensation Insurance). Licensee may self-insure the insurance required under this License, but Licensee will require its contractors and subcontractors to provide commercial insurance as required in this Section, and any additional insurance required by Licensee of its contractor/subcontractor, shall name Association as an additional insured.

24.1 **General Liability.** A program of insurance which shall be primary to and not contributing with any other insurance maintained by Association, written on ISO policy form CG 00 01 or its equivalent, and endorsed to name Association 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 Licensee's business operations.

24.2 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 Licensee and all risks to such persons under the License.

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

24.3 Commercial Property Insurance. Such coverage shall: (i) Provide coverage for the Association 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; (ii) 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 Association and Licensee as their interests may appear and be utilized for repair and restoration of the LMR Site. Failure to use such insurance proceeds to timely repair and restore the LMR Site shall constitute a material breach of the License.

24.4 Builder's Risk 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 Association furnished materials and equipment, against loss or damage until completion and acceptance by Licensee and Association if required.

24.5 Professional Liability. Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of Licensee'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.

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

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

25. **FAILURE TO OBTAIN INSURANCE.** Failure on the part of Licensee to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which Association may immediately terminate this License, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by Association shall be repaid by Licensee to Association upon demand. Use of the LMR Site shall not commence until Licensee complies with the aforementioned insurance requirements, and shall be suspended during any period that Licensee fails to maintain said insurance policies in full force and effect.

26. **INDEMNITY.** Licensee shall defend, indemnify and hold harmless Association, and its Board of Directors, officers, members, agents, managers and employees from and against any and all injuries, damages, causes of action, claims, demands, suits, liens, losses, costs and expenses (including attorney's fees) or monetary penalties or fines levied by governmental agencies which may exist or be brought or instituted against any or all of the parties because of, or in any other manner arising from or connected with, the granting of this License or the use of the LMR Site by Licensee, except for liability arising from the Association's or its agents' sole negligence or willful misconduct. Licensee agrees to pay any costs defending, compromising or negotiating any matters pertaining to any such action filed against any or all of the aforementioned parties, including attorneys' fees, and to pay any judgment, fine, or penalty rendered against any and all of the parties which may result from such actions. This provision shall survive the termination of this License.

27. **LIEN WAIVERS.** Licensee shall provide Association with lien waivers following completion of the LMR facility on the LMR Site, or completion of any subsequent alterations or modifications thereto (collectively, "**Licensee's Work**"), from each and every contractor, subcontractor, materialman, engineer, architect and surveyor who might have lien rights, in form and substance reasonably satisfactory to Association and its counsel. Licensee shall and does indemnify, defend and hold Association harmless from and against any claims or demands for payment, or any liens or lien claims made against Association or the Association Property as a result of the Licensee's Work.

28. **TERMINATION.** This License may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this License shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion;

provided that the grace period for any monetary default is ten (10) days from receipt of written notice (unless otherwise provided herein); or (ii) by Licensee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the LMR Site; or (iii) by Licensee if License determines that the LMR Site is not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference.

29. **NOTICES.** Notices desired or required to be given pursuant to this License 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 Licensee 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 Licensee. The notices and the certificate of insurance and envelopes containing the same to Association shall be addressed as follows:

Lordon Property Management
Attn: Janet Salmon
31255 Cedar Valley Drive, Ste 202
Westlake Village, CA 91362
Phone: (818) 707-0200
Fax: (818) 707-4530
Janet Monroe

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

30. **PREVAILING PARTY.** In the event it shall become necessary for Association or Licensee to institute legal proceedings pertaining to or arising out of the terms of this License, the prevailing party shall be entitled to recover reasonable attorneys' fees, court costs, expert witness fees and costs of arbitration, whether or not the matter proceeds to judgment.

31. **SEVERABILITY.** In the event any of the terms or provisions of this License shall be declared by a court of competent jurisdiction to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect and, to this extent, the terms and provisions of this License are deemed to be severable.

32. **DISCLOSURE.** Licensee of this License agrees to accept the full responsibility of disclosure.

33. **ASSIGNMENT.** This License may not be sold, assigned or transferred by Licensee without the written consent of Association, which consent will be at Association's sole discretion.

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

35. **ENTIRE AGREEMENT.** This License constitutes the entire agreement of Association and Licensee as to the granting of the License. This License supersedes all oral and written agreements and understandings made and entered into by the parties before the date of this License, including any previous license agreements as to the premises, if any, between the parties. This License may be modified only by a written agreement executed by the parties.

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

37. **NON EXCLUSIVITY.** Nothing herein is intended or shall be construed as creating any exclusive arrangement with Licensee. This License shall not restrict Association from acquiring similar, equal or like goods and/or services from other entities or sources.

38. **COUNTERPARTS.** This License may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

39. **ELECTRONIC SIGNATURES.** Signatures delivered by electronic transmission (e.g. PDF) or facsimile shall be binding on parties in the same manner as original signatures.

IN WITNESS WHEREOF, the parties have entered into this License Agreement as of the date first above written

“Licensee”

The Los Angeles Regional
Interoperable Communications
Systems Authority, a Joint Power

“Association”

Morrison Ranch Estates Homeowners'
Association, a California non-profit, mutual
benefit corporation

Authority

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By: _____
Deputy

EXHIBIT A
Site Description
[insert]

EXHIBIT B
Equipment List
[insert]

EXHIBIT C
Site Plan
[insert]

CONSENT TO SITE ACCESS AGREEMENT

THIS CONSENT TO SITE ACCESS AGREEMENT (this “**Consent Agreement**”) is made as of _____, 2016 by and among SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation, (“**Edison**”), COUNTY OF LOS ANGELES, a body politic and corporate (“**County**”), and THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY, a Joint Powers Authority, hereinafter referred to as “LA-RICS Authority” (“**Licensee**”).

RECITALS:

A. Reference is hereby made to that certain Telecommunications Site Sublease Agreement dated November 5th, 2014, between County & Edison, under County lease No. 78296, dated November 5, 2014 and expiring November 4, 2019 (the “**Edison Sublease**”), whereby County subleased to Edison and Edison subleased from County that certain piece of land at Tejon Peak with Los Angeles County Assessor Parcel Number (APN) 3251-001-017, comprising an enclosed area of 90,000 square feet, (the “**Property**”) with an Edison-owned access road connecting the Property to public access (“**Road Access**”) for use by County, and the whole as more commonly known as Los Angeles County Tejon Peak Communication Site.

B. County has requested Edison’s consent to that certain site access agreement, dated _____ (the “**Site Access Agreement**”), between County and Licensee. A copy of the Site Access Agreement is attached hereto as Exhibit “I”.

C. Master Lessor is willing to consent to the Site Access Agreement on the terms and conditions contained herein.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants contained in this Consent Agreement, and for valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. **Edison’s Consent.** Edison hereby consents to the Site Access Agreement only upon the terms and conditions set forth in this Consent Agreement. The Site Access Agreement is subject and subordinate to the Edison Sublease. Edison shall not be bound by any of the terms, covenants, conditions, provisions or agreements of the Site Access Agreement.

2. **Non-Release of Licensee; Further Transfers.** Neither the Site Access Agreement nor this Consent Agreement will: (a) release or discharge Edison or County from any liability, whether past, present or future, under the Edison Sublease; (b) alter the primary liability of Edison to pay the rent and perform and comply with all of Edison’s obligations under the Edison Sublease (including the payment of all bills rendered by County for charges incurred by Edison for services and materials supplied to the property licensed pursuant to the Site Access Agreement); (c) be construed as a waiver of Edison’s right to consent to an amendment of the Site Access Agreement or to any further assignment either by County or by the Licensee under the Edison

Sublease or the Site Access Agreement, or as a consent to any portion of the Property being used or occupied by any other party.

3. General Provisions.

3.1 **Controlling Law.** The terms and provisions of this Consent Agreement shall be construed in accordance with and governed by the internal laws of the State of California.

3.2 **Entire Agreement; Waiver.** This Consent Agreement constitutes the final, complete and exclusive statement between the parties to this Agreement pertaining to the terms of Edison's consent to the Site Access Agreement, supersedes all prior and contemporaneous understandings or agreements of the parties, and is binding on and inures to the benefit of their respective heirs, representatives, successors and assigns. No party has been induced to enter into this Consent Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Consent Agreement. Any agreement made after the date of this Consent Agreement is ineffective to modify, waive, or terminate this Consent Agreement, in whole or in part, unless that agreement is in writing, is signed by the parties to this Consent Agreement, and specifically states that agreement modifies this Consent Agreement.

3.3 **Binding Effect.** This Consent Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.

3.4 **Captions.** The paragraph captions utilized herein are in no way intended to interpret or limit the terms and conditions hereof; rather, they are intended for purposes of convenience only.

3.5 **Capitalized Terms.** All terms spelled with initial capital letters in this Agreement that are not expressly defined in this Consent Agreement will have the respective meanings given such terms in the Edison Sublease.

3.6 **Severability.** If any term, provision, covenant or condition contained in this Consent Agreement is, to any extent, held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Consent Agreement, or the application of that term, provision, covenant or condition to persons or circumstances other than those as to which it is held to be invalid or unenforceable, will not be affected by that invalidity or unenforceability, and all other terms, covenants and conditions of this Consent Agreement will be valid and enforceable to the fullest extent possible permitted by law.

3.7 **Counterparts.** This Consent Agreement may be executed in any number of original counterparts. Any such counterpart, when executed, shall constitute an original of this Consent Agreement, and all such counterparts together shall constitute one and the same Consent Agreement. Either party may deliver its signature to the other via facsimile or electronic (PDF) transmission, and any signature so delivered shall be binding on the delivering party.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Consent to Site Access Agreement as of the date first referenced above.

EDISON

By: _____

Name: _____

Its: _____

COUNTY

By: _____

Name: _____

Its: _____

LICENSEE

By: _____

Name: _____

Its: _____

CONSENT TO SITE ACCESS AGREEMENT

THIS CONSENT TO SITE ACCESS AGREEMENT (this “**Consent Agreement**”) is made as of _____, 2016 by and among RALPHS TRUST (“**Master Lessor**”), COUNTY OF LOS ANGELES, a body politic and corporate (“**County**”), and THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY, a Joint Powers Authority, hereinafter referred to as “LA-RICS Authority” (“**Licensee**”).

RECITALS:

A. Reference is hereby made to that certain Telecommunications Site Lease Agreement dated November 5th, 2014, between Master Lessor and County, under County lease No. 78291, dated November 5, 2014 and expiring November 4, 2019 (the “**Master Lease**”), whereby Master Lessor leased to County and County leased from Master Lessor that certain piece of land at Tejon Peak with Los Angeles County Assessor Parcel Number (APN) 3251-001-017, comprising an enclosed area of 90,000 square feet, (the “**Property**”), and more commonly known as Los Angeles County Tejon Peak Communication Site.

B. County has requested Master Lessor's consent to that certain site access agreement, dated _____ (the “**Site Access Agreement**”), between County and Licensee. A copy of the Site Access Agreement is attached hereto as Exhibit “I”.

C. Master Lessor is willing to consent to the Site Access Agreement on the terms and conditions contained herein.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants contained in this Consent Agreement, and for valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. **Master Lessor's Consent.** Master Lessor hereby consents to the Site Access Agreement only upon the terms and conditions set forth in this Consent Agreement. The Site Access Agreement is subject and subordinate to the Master Lease. Master Lessor shall not be bound by any of the terms, covenants, conditions, provisions or agreements of the Site Access Agreement.

2. **Non-Release of Licensee; Further Transfers.** Neither the Site Access Agreement nor this Consent Agreement will: (a) release or discharge County from any liability, whether past, present or future, under the Master Lease; (b) alter the primary liability of County to pay the rent and perform and comply with all of County's obligations under the Master Lease (including the payment of all bills rendered by Master Lessor for charges incurred by County for services and materials supplied to the property licensed pursuant to the Site Access Agreement); (c) be construed as a waiver of Master Lessor's right to consent to an amendment of the Site Access Agreement or to any further Site Access or assignment either by County or by the Licensee under the Master Lease or the Site Access Agreement, or as a consent to any portion of the Property being used or occupied by any other party.

3. General Provisions.

3.1 **Controlling Law.** The terms and provisions of this Consent Agreement shall be construed in accordance with and governed by the internal laws of the State of California.

3.2 **Entire Agreement; Waiver.** This Consent Agreement constitutes the final, complete and exclusive statement between the parties to this Agreement pertaining to the terms of Master Lessor's consent to the Site Access Agreement, supersedes all prior and contemporaneous understandings or agreements of the parties, and is binding on and inures to the benefit of their respective heirs, representatives, successors and assigns. No party has been induced to enter into this Consent Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Consent Agreement. Any agreement made after the date of this Consent Agreement is ineffective to modify, waive, or terminate this Consent Agreement, in whole or in part, unless that agreement is in writing, is signed by the parties to this Consent Agreement, and specifically states that agreement modifies this Consent Agreement.

3.3 **Binding Effect.** This Consent Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.

3.4 **Captions.** The paragraph captions utilized herein are in no way intended to interpret or limit the terms and conditions hereof; rather, they are intended for purposes of convenience only.

3.5 **Capitalized Terms.** All terms spelled with initial capital letters in this Agreement that are not expressly defined in this Consent Agreement will have the respective meanings given such terms in the Master Lease.

3.6 **Severability.** If any term, provision, covenant or condition contained in this Consent Agreement is, to any extent, held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Consent Agreement, or the application of that term, provision, covenant or condition to persons or circumstances other than those as to which it is held to be invalid or unenforceable, will not be affected by that invalidity or unenforceability, and all other terms, covenants and conditions of this Consent Agreement will be valid and enforceable to the fullest extent possible permitted by law.

3.7 **Counterparts.** This Consent Agreement may be executed in any number of original counterparts. Any such counterpart, when executed, shall constitute an original of this Consent Agreement, and all such counterparts together shall constitute one and the same Consent Agreement. Either party may deliver its signature to the other via facsimile or electronic (PDF) transmission, and any signature so delivered shall be binding on the delivering party.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Consent to Site Access Agreement as of the date first referenced above.

MASTER LESSOR

By: _____

Name: _____

Its: _____

COUNTY

By: _____

Name: _____

Its: _____

LICENSEE

By: _____

Name: _____

Its: _____

**CONSENT TO SITE ACCESS AGREEMENT
OAT MOUNTAIN COMMUNICATION SITE**

THIS CONSENT TO SITE ACCESS AGREEMENT (this “**Consent Agreement**”) is made as of _____, 2016 by and among SOUTHERN CALIFORNIA GAS COMPANY (“**Master Licensor**”), COUNTY OF LOS ANGELES, a body politic and corporate (“**County**”), and THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY, a Joint Powers Authority, hereinafter referred to as “LA-RICS Authority” (“**LA-RICS Authority**”).

RECITALS:

A. Reference is hereby made to that certain Telecommunications Site License Agreement between Master Licensor and County, under County License no. L-9519 dated March 9, 1965 (the “**Master License Agreement**”), as amended on February 25, 1986, and further amended as County License L-1036 on September 1, 2008 which will expire on August 31, 2026 (the “**Master License**”), whereby Master Licensor licensed to County and County licensed from Master Licensor that certain piece of land at Oat Mountain with Los Angeles County Assessor Parcel Number (APN) 2821-005-802, (the “**Property**”), and more commonly known as Los Angeles County Oat Mountain Communication Site.

B. County has requested Master Licensor's consent to that certain site access agreement, dated _____ (the “**Site Access Agreement**”), between County and LA-RICS Authority. A copy of the Site Access Agreement is attached hereto as Exhibit “I”.

C. Master Licensor is willing to consent to the Site Access Agreement on the terms and conditions contained herein.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants contained in this Consent Agreement, and for valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. **Master Licensor's Consent.** Master Licensor hereby consents to the Site Access Agreement only upon the terms and conditions set forth in this Consent Agreement. The Site Access Agreement is subject and subordinate to the Master License. Master Licensor shall not be bound by any of the terms, covenants, conditions, provisions or agreements of the Site Access Agreement.

2. **Non-Release of LA-RICS Authority; Further Transfers.** Neither the Site Access Agreement nor this Consent Agreement will: (a) release or discharge County from any liability, whether past, present or future, under the Master License; (b) alter the primary liability of County to pay the rent and perform and comply with all of County's obligations

under the Master License (including the payment of all bills rendered by Master Licensor for charges incurred by County for services and materials supplied to the property licensed pursuant to the Site Access Agreement); (c) be construed as a waiver of Master Licensor's right to consent to an amendment of the Site Access Agreement or to any further Site Access or assignment either by County or by the LA-RICS Authority under the Master License or the Site Access Agreement, or as a consent to any portion of the Property being used or occupied by any other party.

3. General Provisions.

3.1 Controlling Law. The terms and provisions of this Consent Agreement shall be construed in accordance with and governed by the internal laws of the State of California.

3.2 Entire Agreement; Waiver. This Consent Agreement constitutes the final, complete and exclusive statement between the parties to this Agreement pertaining to the terms of Master Licensor's consent to the Site Access Agreement, supersedes all prior and contemporaneous understandings or agreements of the parties, and is binding on and inures to the benefit of their respective heirs, representatives, successors and assigns. No party has been induced to enter into this Consent Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Consent Agreement. Any agreement made after the date of this Consent Agreement is ineffective to modify, waive, or terminate this Consent Agreement, in whole or in part, unless that agreement is in writing, is signed by the parties to this Consent Agreement, and specifically states that agreement modifies this Consent Agreement.

3.3 Binding Effect. This Consent Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.

3.4 Captions. The paragraph captions utilized herein are in no way intended to interpret or limit the terms and conditions hereof; rather, they are intended for purposes of convenience only.

3.5 Capitalized Terms. All terms spelled with initial capital letters in this Agreement that are not expressly defined in this Consent Agreement will have the respective meanings given such terms in the Master License.

3.6 Severability. If any term, provision, covenant or condition contained in this Consent Agreement is, to any extent, held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Consent Agreement, or the application of that term, provision, covenant or condition to persons or circumstances other than those as to which it is held to be invalid or unenforceable, will not be affected by that invalidity or unenforceability, and all other terms, covenants and conditions of this Consent Agreement will be valid and enforceable to the fullest extent possible permitted by law.

3.7 Counterparts. This Consent Agreement may be executed in any number of original counterparts. Any such counterpart, when executed, shall constitute an original of this Consent Agreement, and all such counterparts together shall constitute one and the same Consent Agreement. Either party may deliver its signature to the other via facsimile or electronic (PDF) transmission, and any signature so delivered shall be binding on the delivering party.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Consent to Site Access Agreement as of the date first referenced above.

MASTER LICENSOR
SOUTHERN CALIFORNIA GAS COMPANY

By: _____
Name: _____
Its: _____

COUNTY

By: _____
Name: _____
Its: _____

LA-RICS AUTHORITY

By: _____
Name: _____
Its: _____