



# AGENDA

## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

### BOARD OF DIRECTORS MEETING

Thursday, March 2, 2017 • 9:00 a.m.

Los Angeles County Sheriff's Department

The Hertzberg Davis Forensic Science Center

1800 Paseo Rancho Castilla, Conference Room 223 through 227

Los Angeles, CA 90032

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

#### **AGENDA POSTED: February 24, 2017**

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

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#### **Members:**

1. **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, Los Angeles County Sheriff's Dept.
4. **Cathy Chidester**, Dir., EMS Agency, County of LADHS
5. **Chris Donovan**, Fire Chief, City of El Segundo Fire Dept.
6. **Joe Ortiz**, Interim 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. **Chris Nunley**, Chief of Police, City of Signal Hill Police Dept.
10. **John Curley**, 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., Los Angeles County Sheriff's Dept.  
**Kay Fruhwirth**, Asst., Dir., EMS Agency, County of LADHS  
**Scott Haberle**, Fire Chief, City of Monterey Park Fire Dept.  
**Donna Cayson**, Interim Captain, City of Sierra Madre Police Dept.  
**Marcel Rodarte**, Executive Dir., CA Contract Cities Assoc.  
**Louis Perez**, Deputy Chief, City of Inglewood Police Dept.  
**Richard Rocchi**, Interim Captain, City of Signal Hill Police Dept.  
**David Povero**, Captain, City of Covina Police Dept.

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#### **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)**

A. February 2, 2017 – Regular Meeting Minutes

Agenda Item A

**IV. PUBLIC COMMENTS**

**V. CONSENT CALENDAR – (None)**

**VI. REPORTS (B-C)**

B. Director’s Report – John Radeleff

- LTE Update
- LMR Update
- 90-day Assessment

Agenda Item B

C. Project Manager’s Report – Chris Odenthal

Agenda Item C

**VII. DISCUSSION ITEMS (D-E)**

D. Outreach Update

Agenda Item D

E. PSBN Onboarding Update

Agenda Item E



## **VIII. ADMINISTRATIVE MATTERS (F-L)**

### **F. AUDIT OF THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY FOR THE YEAR ENDED JUNE 30, 2016**

It is recommended that your Board:

Approve to receive and file 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. The Single Audit report concludes that LA-RICS complied in all material respects with the types of compliance requirements that would have a material effect on each of its major programs.

Agenda Item F

### **G. LA-RICS VISION AND MISSION STATEMENT**

It is recommended that your Board:

Approve the enclosed LA-RICS Vision and Mission Statement for use effective immediately.

Agenda Item G

### **H. APPROVE AMENDMENT NO. 21 FOR AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS) PUBLIC SAFETY BROADBAND NETWORK**

It is recommended that your Board:

1. Approve Amendment No. 21 to Agreement No. LA-RICS 008 for the PSBN with Motorola Solutions, Inc. (Motorola), in substantially similar form to the Enclosure, which revises the Agreement to extend the Warranty Period on a month-to-month basis, at no additional cost to the Authority.
2. Authorize the first month Warranty Period extension to commence on April 1, 2017, and expire on April 30, 2017, in order to complete ongoing Work within this period.



3. Delegate Authority to the Executive Director to approve subsequent month-to-month Warranty Period extensions, if any, that are mutually agreed upon by both parties, via an Amendment substantially similar in form to the Enclosed Amendment.
4. Delegate authority to the Interim Executive Director to execute Amendment No. 21 in substantially similar form to the enclosed Amendment.

Agenda Item H

**I. APPROVE AMENDMENT NO. 25 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM**

It is recommended that your Board:

1. Make the following findings:
  - a. Find that (a) approval of the changes necessary to reflect the reconciliation of three (3) LMR System Sites (LA-RICS Headquarters (LARICSHQ), Whitaker Middle Peak (WMP), and Whitaker Ridge (WTR)) to align with the updated LMR System Design is within the scope of the Final Environmental Impact Report (EIR) for the Los Angeles Regional Interoperable Communications System (LA-RICS) LMR System, which was previously certified under the California Environmental Quality Act (CEQA) on March 29, 2016; and (b) there are no changes to the project at these sites or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects; and (c) no new environmental document is required.
  - b. Find that (a) approval of the changes necessary to reflect the reconciliation of two (2) LMR System Sites (Claremont (CLM) and Los Angeles County Fire Department Del Valle Training Camp (LACFDEL)), to align with the updated LMR System Design is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at these two (2) sites, which your Board previously found statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System project, and categorically exempt under CEQA pursuant to Guidelines section 15301 (existing facilities), 15303 (new



- construction or conversion of small structures) and 15304 (minor alterations to land).
- c. Find that the inclusion of three (3) LMR System Sites (Baldwin Hills County (BHS), Los Angeles County Department of Public Works Pump Station 38 (DPW38), and Rancho Palos Verdes (RPV1)) into Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), and Phase 4 (LMR System Implementation) and exercising of the Unilateral Options to align with the updated LMR System Design is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at these three (3) sites, which your Board previously found statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System project, and categorically exempt under CEQA pursuant to Guidelines section 15301 (existing facilities), 15303 (new construction or conversion of small structures) and 15304 (minor alterations to land).
2. Approve Amendment No. 25 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect the following:
    - a. Reconciliation of five (5) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$330,670.
    - b. Inclusion of three (3) LMR System Sites into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$4,684,205.
  3. Authorize an increase to the Maximum Contract Sum by \$4,353,535, from \$288,845,314 to \$293,198,849 when taking the cost increase and decrease into consideration.
  4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 25.
  5. Delegate authority to the Interim Executive Director to execute Amendment No. 25, in substantially similar form, to the enclosed Amendment (Enclosure).

Agenda Item I



**J. AMENDMENT NO. 10 FOR PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES**

It is recommended that your Board:

1. Approve Amendment No. 10, which contemplates among other things, an extension to the term of the Televate Agreement to June 30, 2017, to allow Televate to continue assisting the Authority with the PSBN Warranty Period closeout work and ongoing PSBN operations work.
2. Revise Exhibit B (Schedule of Payments) to reflect an increase in certain Hourly Rates (Partner, Senior Subject Matter Expert, and Subject Matter Expert), effective March 13, 2017, to account for the inclusion of travel expenses.
3. Approve an increase to the Maximum Contract Sum in the amount of \$680,000, increasing the Maximum Contract Sum amount from \$8,061,978 to \$8,741,978 to allow Televate to continue assisting the Authority with the work contemplated in recommendation 1, as well as an increase certain hourly rates to account for the inclusion of travel.
4. Delegate authority to the Interim Executive Director to execute Amendment No. 10, substantially similar in form to the Enclosure.

Agenda Item J

**K. AMENDMENT NO. 24 TO THE PROJECT AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT**

It is recommended that your Board:

1. Approve an increase to all the hourly rates by 2.4 percent to account for a COLA in accordance with the Agreement effective January 1, 2017.
2. Authorize Jacobs to continue assisting the Authority with the PSBN Warranty closeout work through June 30, 2017, for a cost increase in the amount of \$309,000.
3. Approve an increase to the LMR System budget to align the Jacobs staff to the current LMR System Integrated Master Schedule (IMS) which contemplates achieving LMR Final System Acceptance and documentation closeout by Quarter 4 2020, for a cost increase in the amount of \$17,763,715.



4. Approve an increase to the Maximum Contract Sum in the amount of \$18,072,715 from \$38,098,957 to \$56,171,672 when taking the cost increases including and the increased hourly rates into consideration.
5. Delegate authority to the Executive Director to execute Amendment No. 24 with Jacobs, substantially similar in form to the enclosed, and issue one or more Notices to Proceed for this work.

Agenda Item K

**L. APPROVE A TELECOMMUNICATIONS SITE LICENSE AGREEMENT FOR LAND MOBILE RADIO SYSTEM SITE**

It is recommended that your Board:

1. Find that the approval and execution of the Telecommunications Site License Agreement for the UCLA Factor Building (UCLA) site with the Regents of the University of California to allow all LMR System Work at that site for the design, construction, implementation, operation and maintenance of the LMR System infrastructure, is within the scope of the activities previously authorized at the UCLA site on December 12, 2016, which your Board previously found statutorily exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System (LA-RICS) project, and further found that any leased circuit work that may occur outside of the site as needed to provide connectivity to the LMR System is categorically exempt under CEQA pursuant to CEQA Guidelines sections 15301, 15303 and 15304 for the reasons set forth in this letter and in the record of the project.
2. Authorize the Interim Executive Director to finalize and execute a Telecommunications Site License Agreement with the Regents of the University of California. Association, substantially similar in form to the agreement attached hereto.

Agenda Item L

**IX. MISCELLANEOUS – NONE**

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



**XI. CLOSED SESSION REPORT (TRUC WILL PROVIDE LITIGATION ITEM)**

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

**XII. ADJOURNMENT and NEXT MEETING:**

Thursday, April 6, 2017, 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

February 2, 2017  
The Hertzberg Davis Forensic Science Center  
1800 Paseo Rancho Castilla, Conference Room 263  
Los Angeles, CA 90032

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**Board Members Present:**

**Daryl L. Osby**, Vice-Chair, Fire Chief, County of Los Angeles Fire Dept.  
**Cathy Chidester**, Dir., EMS Agency, County of LADHS  
**Chris Donovan**, Fire Chief, City of El Segundo Fire Dept.  
**Joe Ortiz**, Chief of Police, City of Sierra Madre Police Dept.  
**Mark Alexander**, City Manager, CA Contract Cities Assoc.  
**Mark Fronterotta**, Chief of Police, City of Inglewood Police Dept.

**Alternates For Board Members Present:**

**John Geiger**, General Manager, CEO, County of Los Angeles  
**Dean Gialamas**, Division Dir., Los Angeles County Sheriff's Dept.

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**Officers Present:**

**John Radeleff**, LA-RICS Interim Executive Director

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**Absent:**

**Chris Nunley**, Captain, City of Signal Hill Police Dept.  
**John Curley**, Chief of Police, City of Covina Police Dept.

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

**I. CALL TO ORDER**

Director Dean Gialamas called the Regular Meeting of the Board to order at 9:03 a.m.

**II. ANNOUNCE QUORUM – Roll Call**

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

**III. APPROVAL OF MINUTES FOR THE REGULAR MEETING AND FOR THE SPECIAL MEETING**

**A. January 12, 2017 – Regular Meeting Minutes**

Director Gialamas asked for a motion to approve the minutes, Board Member Mark Alexander asked that corrections be made to the minutes, Agenda Item F, page 7, to change the word “excuse” to “recuse” and to add the reason for his recusal, which is due to a potential conflict with his City, La Canada Flintridge that has an agreement with the County of Los Angeles regarding the CRN site. Director Gialamas asked that the correction be made and called for a motion to approve the minutes, with the recommended correction.

Alternate Member Geiger motioned first, seconded by Board Member Fronterotta.

Ayes 8: Osby, Chidester, Ortiz, Alexander, Fronterotta, Donovan, Geiger, and Gialamas.

**MOTION APPROVED**

**IV. PUBLIC COMMENTS – (None)**

**V. CONSENT CALENDAR – (None)**

**VI. REPORTS (B-C)**

**B. Director’s Report – John Radeleff**

Interim Executive Director Radeleff stated that LTE Round 2 continues to be held for various reasons; one being the award of the FirstNet contract. LTE Round 2a is under consideration by NTIA which is a modified version of the original plan. Objectives 2, 4, and 5 which consists of rapid response vehicles, applications, upgrades to the network operation center to host and deploy safety applications, interconnection to public safety enterprise networks, training, and testing lab for



applications have been preliminarily approved, while being evaluated by NTIA and NOAA for their final approval.

Just recently, we submitted a LTE Round 2b plan that considers colocation on 20 LMR Sites. This allows for substantial cost savings, totaling approximately \$10 million dollars of which \$2.5 to \$3 million dollars will be made up of excess LTE equipment which allows for coverage augmentation that was intended using the original 26 sites. The Round 2b plan calls for the use of 20 sites at a much reduced rate, which is substantially lower than the original request of \$37 million dollars. NTIA likes the new concept and are supportive and recognize the cost effectiveness of the new idea and have expressed their pleasure with the new approach, we are just waiting for final approval.

Director Gialamas asked if funding will come any sooner based on the decrease in cost? Interim Director Radeleff stated that yes, if NTIA approves the plan, the indication is that they will release the funds even before FirstNet makes their decision.

Most of you know that we visited Harris County, Texas and we are communicating with New Jersey as well and continue to learn a lot from both projects. We have also shared experiences regarding switching from Commercial Carrier to Band 14. We continue to enjoy learning from the other Early Builders and the sharing of experiences to leverage each other's knowledge.

Interim Executive Director Radeleff stated that in regards to the grants, the BTOP, UASI 12 and 14 are on target for full expenditure. The amounts are \$18 and \$5 million dollars, respectively and for USAI 13 and 16, the amounts are \$13 and \$5 million dollars. USAI 17, 18 and 19 have not yet been released/awarded. Those are for \$35 million a year for a total of \$105 million. We should be receiving access to UASI 17 funds by the second part of the year. We will be receiving an augmentation of \$8 million dollars from the County Board of Supervisors for our revolving fund due to the need for a cash advance to pay for grant reimbursable items. We expect to receive the augmentation in the next month or two.

In regards to the 90-Day Assessment, one of the items noted in the report was the lack of Fire representation and now we have 3 project team members that will be joining LA-RICS. We are aware that Battalion Chief Kirby Neese will be leaving our project in the near future and so we are looking forward to having the new hires prior to his departure. Their presence will also benefit the EMS side of the project.

On the LA-RICS Website, we will be having a Kick-Off Meeting with the representative that will be revamping our website in the upcoming week and you should see improvements in that area by our next meeting. We are expecting



revisions to the existing structure with changes to be reviewed and approved within the next 30 days.

Regarding the Newsletter, we are in the process of implementing the distribution of the Newsletter on a bi-monthly basis as opposed to quarterly. The next one will focus on the Rose Parade, with a highlight on someone who works on the project and an update on construction activities. It currently goes to 800 to 900 people so we have very a good audience from the public safety community and we will continue to follow the format which focuses on an individual within the team along with an update on the project's progress.

Board Member Alexander asked if the Newsletter goes out to just LA-RICS members agencies or is it going out to City Managers in the County? Executive Assistant Wendy Stallworth-Tait stated that the distribution list consist of current members, City Managers, Planners, Attorney's and Elected Officials within Los Angeles County. We also have agencies on the list from other jurisdictions such as Orange County who are interested in our project. Interim Executive Director Radeleff stated that our goal is to continually expand the list to as many people who are interested.

Interim Executive Director Radeleff stated the Vision Statement is in draft form and he would like to consult with each Board member on an individual basis to ensure that everyone's views are incorporated. Board Member Alexander asked if the new Executive Director is providing input and Interim Executive Director Radeleff stated yes, he is being copied on all activities and decisions that are currently being made and his input is included. He will not be making any decisions at this point without his inclusion.

Interim Executive Director Radeleff stated that the last item is one of the objectives we wanted to do, which was create a video and we have worked with the Sheriff and his Public Information Officer Carol Lin who was a former correspondent with CNN. (The video was showed to the Members and attendees of the meeting). All Board members were pleased with the video and thanked Interim Executive Director Radeleff for sharing it. The Sheriff's Media Unit contributed the resources to create the video.

Interim Executive Director stated he attended the CalFRN Board of Directors Meeting yesterday in Sacramento and shared the video with the Board and Mr. Kennedy of FirstNet as well as the CalFRN Board members and they were very impressed. Both CalFRN and FirstNet will be placing the video on their respective websites.

In regards to Onboarding, we currently have 1700 routers that have been delivered and are in the process of being distributed. We are working out some technical



issues and deployment will increase significantly for all the agencies very soon. We are currently working with Claremont, El Segundo and Inglewood as the 2021 Super Bowl will be played at the new Inglewood Stadium. We also have the StubHub Stadium in Carson where the Chargers will play until the Inglewood Stadium is complete. We have been communicating with the Carson Station Captain and we are becoming a part of those discussions and will carry over to the LA Galaxy which will allow for hands-on experience with the event deployment. In addition we will incorporate someone from Inglewood to participate with the deployment in Carson so that when the Inglewood Stadium is built, they will have a couple of years of hands-on experience by working with us at the StubHub Stadium in Carson. Overall, this opportunity allows for us to deploy our system on a weekly basis at large scale venues. Board Member Alexander asked if LA-RICS will be working with the Coliseum. Interim Executive Radeleff stated no as the Coliseum is in LAPD's jurisdiction. Board Member Fronterotta stated that Inglewood has been working with LAPD as part of the eventual migration plan from the Coliseum to the new stadium. Director Gialamas stated that staff from the Sheriff Department will also form part of the post-Super Bowl briefings where certain staff will meet in Houston to discuss the after-action report, and we plan to share our after action report on the Rose Parade with the Houston group so it will be a mutually beneficial event.

Project Manager Chris Odenthal provided an update on the status of LTE 1 and stated that closeout is underway on the civil side with one of the sites, LAC-USC going through OSHPOD clearance. Regarding the SCE COWS, we are working with MSI to make sure that 3 sites in particular are in good condition since some of them are stationed on asphalt and concrete and some are at ground level due to the recent heavy rain that we have experienced we want to ensure they remain stable. The remaining SCE COWs are expected be operative sometime in mid to late February with the final update to the CORE in mid-March. We are working with MSI to determine how we are going to do a final acceptance test and sign off on the system test so that everyone can say LTE 1 is complete and MSI can move forward.

In regards to onboarding, wanted to inform you that there have been ongoing meetings discussing programmatic concerns of onboarding users. Operations team together with the Consultants of Televate have been working to ensure routers and equipment deployment for the agencies like Bell, Signal Hill, and El Segundo are advancing. Last month we didn't represent how well that process is advancing within LA-RICS.

Regarding the Status of PSBN Round 2, Chris Odenthal reiterated the information that Interim Executive Director Radeleff stated in his report regarding the 3 objectives that will be immediately approved vs. the other portions of the plan which are being considered but do not have Secretary of Commerce approval. The 20 site augmentation plan has been sent to NTIA and we are working with Motorola Solutions Inc (MSI) to create a standardized cost for construction alongside of the LTE installation. We requested a response from MSI by February 10, 2017, in order



to provide NTIA with an incremental cost to deploy PSBN equipment at LMR sites, including activities such as permitting and other construction related activities associated with the deployment of PSBN equipment.

Board Member Donovan asked for more details on the fast response vehicles that are being requested from the BTOP grant. Program Manager Odenthal stated the request budgeted 3 vehicles similar to the strong watch vehicle used in current demonstrations. The current vehicle owned by the Authority is not sufficient to get to remote sites in a timely manner. These vehicles will be quicker and more effective. Board Member Donovan asked if the 20 sites will be strategically located throughout the County. Program Manager Odenthal stated that the 20 sites are actual LMR/LTE co-location fixed sites whereas the 3 trucks will be regionally deployed and used for areas of the County that do not have coverage.

In regards to LMR, we currently have 3 sites under construction. They are PHN, HPK and BMT. Final comments for the foundation drawings for FCCF are being reviewed and construction permits are in the process of being approved. This site requires close coordination with LA County Fire due to impact on parking, etc. These are the four sites being built using USAI 12 funds. There are other sites that are in the process of equipment purchases using USAI 14, 13 and 16 funds in an effort to fully expend by Q3 beginning of Q4, 2017. Board Member Alexander asked what is the schedule for CRN. Program Odenthal stated that equipment has been purchased for CRN and we plan to start construction during this calendar year as we do not have adequate power supply and are pending approval of the power study and permit. Board Member Alexander asked if a tower height had been settled on and Program Manager Odenthal said yes, we have agreed to an 80 foot lattice tower height at the request of the City of La Canada Flintridge.

Program Manager Odenthal made reference to the chart in the Project Manager's Report will going forward reflect status of drawings, those sites that are in construction and those sites where construction is completed.

Interim Executive Director Radeleff informed the Board that in the future they will receive an Executive Summary that will serve to provide an executive overview that will be an summary of various activities mentioned in both the Director and Program Manager's Report that covers permits, construction and other highlights of the project. The goal is to provide this update via a single sheet document. Director Gialamas asked that the summary be limited to one page.

## **VII. DISCUSSION ITEMS (D-F)**

### **D. Outreach Update**



Interim Executive Director John Radeleff recapped the outreach items mentioned in his Director's report. There was no further discussion.

#### E. Onboarding Updates

Interim Executive Director John Radeleff recapped the content of the agencies brought on board to date. There was no further discussion.

#### F. LA-RICS Subscription Plan

Administrative Chief Susy Orellana-Curtiss provided the Board with a copy of a Power Point Presentation discussed at the Finance Committee in May 2016 to give the Board an idea of the items staff have been working on over the last year, which include the following items requiring committee and subsequent board policy decision:

- Waive provisioning costs to members;
- Will there be a cost / penalty to rejoin membership;
- Will contract cities be seen as automatic members, how will they be charged;
- Should we offer incentives to early users of the System (year 1 discounted price);
- Should the subscription plan be based on usage vs. device
  - Committee members discussed pros / cons of both fee basis, leaning towards device based plan due to its simplicity, stability in cost, and spur of innovation by users;
- How will we apply revenue collected from subscribers
  - Offset O&M
  - Capital Replacement
  - Devices for Members
  - Offset member dues

Certain items have changed since last May's presentation to committee, for example the question regarding charging provisioning costs to member will now be impacted by the NTIA augmentation of BTOP grant to provide \$1.3 million in grant funds to facilitate interconnection of users to the PSBN Core. This would still require a policy decision by the Board, however, these grant funds greatly facilitate the costs associated with connecting members to the System.

These are some of the items the project team have been reviewing, with final subscription plan depending on decisions pending from the County, contract cities, and your Board.





Director Dean Gialamas informed the Board Members that there are no requirements today to make formal decision as this item is before you to begin discussions regarding subscription plan. The intent is to frame for board members all the factors that need to be considered when finalizing the subscription plan, including certain County of Los Angeles decisions, which County leaders are currently discussing. Director Gialamas requested the board take this opportunity to discuss items that may have been omitted from the summary provided.

Interim Executive Director Radeleff stated that the focus is to simplify and stabilize cost, one of the predominant issues raised by stakeholders during my assessment, as well as ensuring costs are competitive. Board alternate John Geiger stated the issues raised today were stale and premature, relying on a power point from a year ago. In addition, Alternate Member Geiger stated the price points aren't as important as uploading as many users to LTE as we can. Pricing models are a disincentive, should be held in abeyance, and prioritize users on the system, with an emphasis of getting users on broadband. The focus of the discussion should be how to onboard users as soon as possible.

Board Member Alexander stated he understands the need to encourage users on the system, but users will want to know how much it is going to cost them. Those were the reasons cited by former members when deciding to opt out, the uncertain costs.

Director Gialamas stated the efforts (price determination and onboarding users) needs to be done in parallel. The goal would be a multi-year commitment by agency (moving away from a year-to-year model) to provide stability for both members and the LA-RICS project.

Alternate Member Geiger stated we should take advantage of putting the system out there for the users to understand how it is useful for public safety, and then discuss price. Board Member Alexander stated it is important to know how much user will pay for it prior to making the decision.

Board Member Chidester stated we should identify what constitutes a subscriber, what are the benefits of being a member vs. a subscriber for agencies to understand the difference. In addition, should we consider an interim fee / an initial period "buy-in" fee to encourage users on the system understanding the price may be subject to change.

Board member Donovan stated the service being offered is still being tested, while in parallel determining functionality of devices and potential applications development being explored, thus discussing fee structure is premature. Instead, why not continue to demonstrate functionality of the system in the various areas of the



County to encourage use by members, and then once us user base is established the price structure could be solidified.

Board Member Alexander stated it appears users prefer a rate structure not impacted by how many users or members are on the system, but instead stability and certainty in cost.

Interim Executive Director Radeleff stated that is exactly what we are shooting for, establish a baseline cost, with added users, subscribers and members only helping with costs such as capital replacement, operations and maintenance and even user devices.

Director Gialamas referred to the Crime Lab JPA and its operating model whereby expenses associated with the operations of the Lab are collected by the participating agencies, with surplus revenue coming in above and beyond the annual operations being applied annually via decision by the Board during the annual budget process.

Director Gialamas referenced the uncertainties regarding FirstNet and the upcoming State Plan and subsequent State decision, would be very helpful to provide detailed information regarding how we will work with FirstNet, as well as assurances that joining / participating in LA-RICS PSBN it will be folded into the FirstNet system.

Interim Executive Director Radeleff stated that is another primary goal, to ensure seamless transition once FirstNet rolls in.

Board Member Alexander recommended possible formation of a subcommittee to address these issues. Director Gialamas stated County leaders are currently addressing how funds provided by the County to the LA-RICS project will be repaid as that will impact the final subscription model. As those discussions will require time to resolve, Director Gialamas recommended holding formation of the subcommittee pending further action by County executives. Alternate Member Geiger stated parallel tracking involves continuing to onboard users, demonstrating the system, following a loss-leader model to encourage use while decisions are made regarding who will fund the roll out while sufficient users are brought on the system to be considered fully sustainable.

## **VIII. ADMINISTRATIVE MATTERS (G-H)**

### **G. LA-RICS SPECIAL EVENT DEPLOYMENT POLICY**

Administrative Chief Susy Orellana-Curtiss presented to the Board Agenda Item G and requested that the Board take the following actions:



1. Delegate authority to the Interim Executive Director to approve participation in special and/or pre-planned events (event) on a case by case basis, as follows:
  - a. LA-RICS Authority will provide available equipment and use of the System(s) to Members free of charge;
  - b. Non-Members / Requesting agency will be responsible for costs associated with staff required to support the event;
    - i. Requesting agency will be responsible to enter into cost-recovery agreement(s) with agencies employing the support staff;
  - c. Non-Member / Requesting agency will be responsible for other direct costs associated with LA-RICS' participation in the event.
2. If the policy above is not acceptable, provide direction to staff accordingly for other policy considerations.

Administrative Chief Orellana-Curtiss provided additional information regarding ongoing testing of the PSBN system via demonstration kits, and thus recommendations are to not charge for these special events deployments, with the exception of payment for staff support, if needed and other direct costs.

After discussing various options, a motion to allow Executive Director to have the discretion to decide on deployment activities in the region was recommended with the following revisions to the recommended actions:

1. Delegate authority to the Interim Executive Director to approve participation in special and/or pre-planned events (event) on a case by case basis, as follows:
  - a. LA-RICS Authority will provide available equipment and use of the System(s) to Members free of charge;
  - b. Members / Non-Members may be responsible for direct costs associated with staff required to support the event;
    - i. Members / Non-Members will be responsible to enter into cost-recovery agreement(s) with agencies employing the support staff;
  - c. Members / Non-Members may be responsible for other direct costs associated with LA-RICS' participation in the event.



2. The Interim Executive Director will provide a monthly report summarizing past events as well as upcoming pre-planned / special events.

Alternate Member Gialamas motioned first, seconded by Board Member Osby.

Ayes 8: Osby, Chidester, Ortiz, Alexander, Fronterotta, Donovan, Geiger, and Gialamas.

#### **H. APPROVE AMENDMENT NO. ONE TO AGREEMENT NO. LA-RICS 011 FOR PROFESSIONAL SERVICES**

Counsel Truc Moore presented to the Board Agenda Item H and asked that the Board consider and approve an amendment to Radeleff Consultant Agreement as follows:

1. Approve Amendment No. 1 to the Professional Services contract with Radeleff Consulting, substantially similar in form to the Enclosure, which revises the Agreement to reflect the following:
  - a. Extend the current Term to March 25, 2017, for Interim Executive Director services.
  - b. Effective March 26, 2017, extend the Term to August 31, 2017, for Project Consultant services.
  - c. Effective March 26, 2017, authorize the Consultant to assume the capacity and scope of Project Consultant.
  - d. Maintain the hourly rate of \$105 while Radeleff Consulting is in the Project Consultant capacity.
  - e. Increase the Maximum Contract Sum by \$50,000 from \$218,400 to \$268,400 for this proposed work.
2. Authorize the Chair of your Board, or his designee, to execute Amendment No. 1, in substantially similar form to the Enclosed Amendment (Enclosure).

Board Member Alexander asked if either party can voluntary terminate earlier than the August date with notice. Counsel Moore stated yes, he has 120 days to provide us with notice and the Authority has 90 days. Board Member Alexander stated that given the services will be on an as needed basis, would it be better to reduce the days from 120 to 30 days for both parties? Counsel Moore stated the Board may do that if it is ok with amending to 30 days. Counsel Moore then clarified that the recommendations would be amended to still recommend Item Nos. 1 & 2 and the



third recommendation is to revise the notice to terminate for convenience from 120 days to 30 days during the extension period of the contract.

Board Member Alexander motioned first, seconded by Board Member Donovan.

Ayes 8: Osby, Chidester, Ortiz, Alexander, Fronterotta, Donovan, Geiger, and Gialamas.

**MOTION APPROVED**

**IX. MISCELLANEOUS – NONE**

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

**XI. CLOSED SESSION REPORT**

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

The Board did not enter into Closed Session at this meeting.

**XII. ADJOURNMENT and NEXT MEETING:**

Thursday, March 2, 2017, 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.



## Executive Summary

### LTE Update

Below are the remaining activities associated with PSBN

- SCE COW completion – One site still requires final power/fiber connection with an additional one needing to be moved on-site to a different location
- R11 upgrade to Core – Projected completion end of March
- Closeout documents – Final documentation projected for receipt by March 31<sup>st</sup> will be inventoried and calculated for percent complete.

### LMR Update

- Zoning Drawing – 15 Sites, 11 of which are approved to proceed to 50% (next stage)
- 50% Construction Drawings – 25 Sites, 19 in development for 75%
- 75% Construction Drawings – 2 Sites
- 100% Construction Drawings (Building Permit Submitted) – 8 sites
- Building Permit Received – 6 Sites
- Sites Under Construction & Locations – 4 sites under construction
  - FCCF
  - LDWP243 (Junction of I-5 and CA-14)
  - HPK (Northern Angeles, overlooking Palmdale)
  - BMT (Angeles, overlooking CA-138 and I-5)
- Sites Complete (Construction) – 1 Site complete (PHN – Puente Hills Nike)

<b>LA-RICS GRANT STATUS</b>					
<b>Grant</b>	<b>Award</b>	<b>Costs Incurred</b>	<b>Invoiced / Paid</b>	<b>Remaining Balance</b>	<b>Performance Period</b>
UASI 12	\$ 18,263,579	\$ 18,263,579	\$ 9,350,540	\$ 8,913,039	3/31/17
UASI 13	\$ 13,744,067	\$ -	\$ -	\$ 13,744,067	3/31/18
UASI 14	\$ 4,997,544	\$ -	\$ -	\$ 4,997,544	5/31/17
UASI 16	\$ 5,240,456	\$ -	\$ -	\$ 5,240,456	3/31/19
UASI 17	\$ 35,000,000	\$ -	\$ -	\$ -	Not yet awarded
UASI 18	\$ 35,000,000	\$ -	\$ -	\$ -	Not yet awarded
UASI 19	\$ 35,000,000	\$ -	\$ -	\$ -	Not yet awarded
BTOP	\$ 117,142,137	\$ -	\$ 108,773,127	\$ 8,369,010	9/30/20

<b>STATUS OF PSBN AGENCY ONBOARDING</b>		
<b>Agency</b>	<b>Onboarding Status</b>	<b>Number of Units</b>
LASD	Installations In Progress	900
LACoFD	Installations In Progress	104
Inglewood PD	Demo Kit Pending	1
Claremont PD	MOU for Routers In Progress. Demo Kit Received	2
UCLA PD & Health	Discussions ongoing to provide Demo Kits for the Police Department and the Mobile Stroke Unit	0
Health Services / EMS	Demo Kit Pending for use at LA Marathon on 3/19/17	0
El Segundo	Demo Kit testing completed, pending subscription fees	0
Signal Hill	Demo Kit testing completed, pending subscription fees	0

# Los Angeles Regional Interoperable Communications System

## PROJECT DESCRIPTION

Events of September 11, 2001 highlighted the need for first responders to be able to communicate with each other. Emergency communications primarily address local jurisdictional needs and most agencies utilize separate radio towers, equipment, and radio frequencies. LA-RICS is designed to address each of these concerns.

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 provide innovative solutions for the public safety community by removing barriers to interoperable voice and data communications through the convergence of the latest technologies, thereby enhancing the safety of first responders and improving responsiveness to our communities. To accomplish this vision, 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 utilizes 61 sites in its System Design and (2) Long Term Evolution (LTE) broadband data network is deployed at 77 sites. Both systems comply with CEQA and NEPA standards.

Project and Construction Management Services will provide network, infrastructure, project, and advisory services across four of the five program phases (Phase 5 – Maintenance is excluded) 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. 58**  
**For February, 2017**  
**Submitted February 22, 2017**

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## LTE-1 UPDATES

### Site/Civil/Closeout

- Construction is complete on 63 sites and four COW's. There are an additional nine (9) SCE COW sites which are to be completed in late February.
- Additional work is required for final approval or sign off at site LAUSC. The OSHPD inspector has requested LARICS to permanently attach the walking ramps to the roof members. MSI is currently working with building maintenance to complete exploratory construction to determine the point of attachment.
- Each of the 63 sites have received initial versions of the Close-out books required to meet the documentation requirements of the Contract. MSI continues to collect the outstanding materials for inclusion in the final document sets. Final document sets are due by March 31, 2017.

### Network/Acceptance Test Plans (ATPs)

- The implementation of Rev 9 to Rev11 for the Core is scheduled for completion in late March 2017. These software upgrades will provide visibility into the overall performance assisting LARICS operations team during present and future optimization for ongoing maintenance of the system.
- Continued optimization including drive testing of the network has proven to be very valuable to flush out areas of deficiency. The LA-RICS operations team has provided the needed support for services critical for the overall maintenance of the Network.

### SCE COWS

- All COWs are substantially completed and awaiting final utility hook up. Once power and backhaul (BH) are completed SCE fiber engineers will begin testing the fiber ring and connection to FCCF. The remaining 5 COWs are connected and waiting for the final 2 for backhaul.
- SCEMESA and one additional Cell-On-Wheels (COW) have been moved to a County owned facility awaiting redeployment.
- SCESTUD has completed a re-design by MSI to be relocated on the existing site. SCE and the LA-RICS team have reviewed the new drawings and completed all redlines. Once the GPR is completed by SCE and the final design is accepted, MSI will begin the relocation process. In parallel to the COW construction, SCE is preparing for the power design and installation of the meter and fiber infrastructure.

### Operations/Training

- Operations classes will be on-going through Q2 2017. These are essential tools required to operate and maintain the PBSN network. The NOC, both LA-RICS' and MSI's in Schaumburg, are currently in operation. LA-RICS's facility is manned 5 days a week by an LA-RICS technician and on call services continue both after hours and on the weekend.

### Special Events

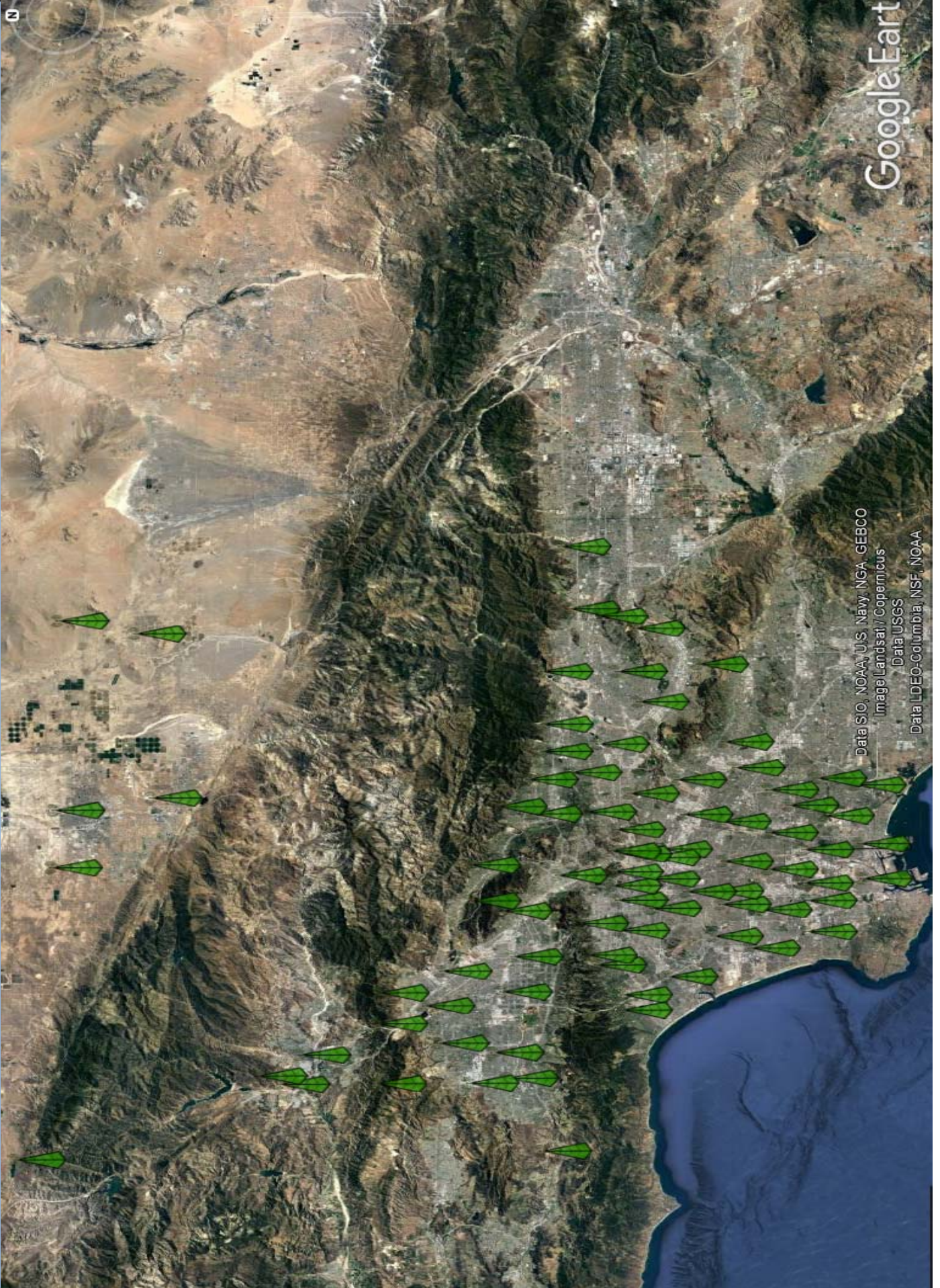
- Los Angeles County Sheriff (LASD) and Los Angeles County Fire (LACoFD) will provide demonstrations for government agencies and potential users to provide insight into the PSBN technology.

## LTE-2 UPDATES

### LTE-2

- The Authority is ready to implement the plan previously outlined in the (PIP) and awaits further direction from NTIA to do so.
- LA-RICS continues to work through the operational activities refining the Network functionality in pursuit of how public safety will begin to operate on a Band Class 14 Network.

**LTE-1 SITES**



**AGENDA ITEM C**

## LMR UPDATES

### Environmental Update

- Attended teleconferences with FEMA and CalOES on February 7 and 15.
- Provided additional information to FEMA for the EMIS 4 group submittal at FEMA's request. This included copies of agency consultation letters on January 20 and additional information from 620 forms on February 9.
- Attended an in-person meeting at the Angeles National Forest Headquarters on January 25, and a teleconference with USFS staff on February 8 to discuss the temporary special use permit process.
- Jacobs has been communicating with FCC and FEMA regarding Section 106 exemption of two LMR sites: BHS and DWP38.
- Continued to work with Pyramid on their environmental compliance documents and compliance reporting plans and requirements including supporting WEAP trainings. Reviewed pre-construction forms and daily and weekly compliance reports .
- Drafted a revised proposal for geotechnical activity and submitted it to the USFS on February 7.
- Jacobs submitted a draft BA to support a Temporary Special Use Permit for geotechnical activity on USFS sites to the USFS on February 15.

### Budget

- Jacobs and MSI are currently working through contractual True-up for all sites Phases 2-4. Nine sites are being brought before your Board today. The teams have identified the next 17 sites and begun work on pricing. Each site, and the corresponding changes in price based on the process, will be brought to this Board for consideration and contract approval.

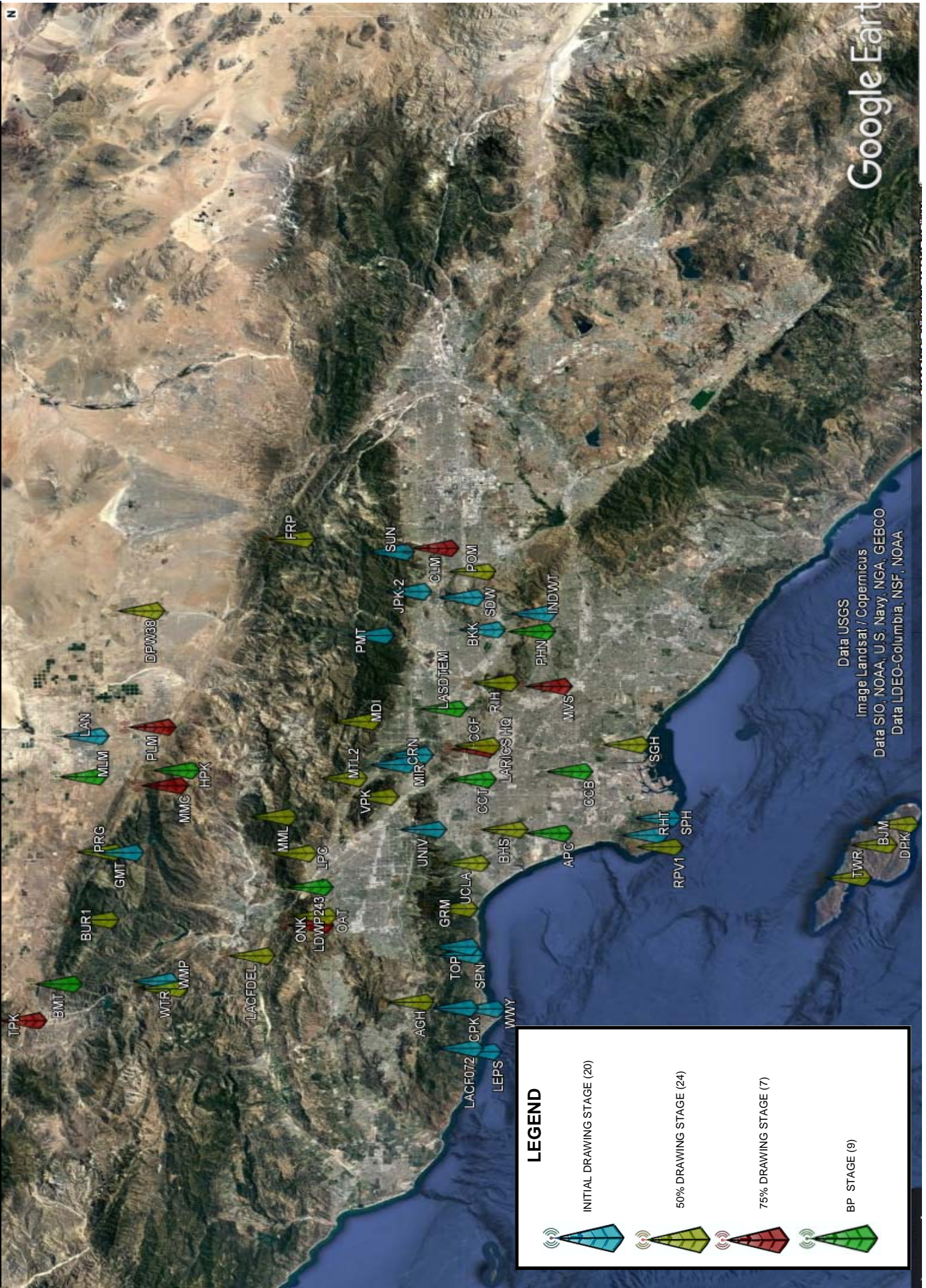
### Site/Civil

The LMR System Design is progressing. MSI Engineers have completed over 85% of the site designs focusing now on the backhaul (BH). MSI started path studies for links furthest along in the vetting process including the necessary licensing approvals to determine final viability. The LMR PM team agreed on the list of sites and the proposed schedule clearing MSI to proceed. This initial review at its purpose of determining each links viability is essential to the overall design and permitting for all sites.

MSI efforts to complete drawings and submit sites into the jurisdiction for building permits is on-going, of which (9) sites (PHN, BMT, HPK, LDWP243, LASDTEM, FCCF, APC, CCB and CCT) have been submitted yielding (6) approvals (APC, FCCF, PHN, BMT, HPK, LDWP243). The remaining sites are still being processed but are expected by the end of February. Below is an update of the remaining LMR sites and the status or phase of which the drawings are in. The goal at this time is to have all construction drawings completed on all sites and submitted for building permit by July 2017. This excludes the Forest Service sites due to the lengthy process.

- As of 02/21/2017 nine LMR Building Permit Applications have been submitted to respective jurisdictional agencies for approval.
- 40 each 50% CD's have been received for review and approval by the authority as of 02/21/2017.
- 14 each 75% CD's have been received for review and approval by the authority as of 02/21/2017.
- 11 each 100% CD's have been received for review and approval by the authority as of 02/22/2017 of which 9 of these 11 have been submitted to respective jurisdictional agencies for review and Building Permit issuance.
- With the addition of INDWT (City of Industry Water Tank site) Jacobs is now tasked with obtaining SAA's for 18 LMR sites (SAA's for remainder sites being processed by LA County CEO-RED).
- As of 02/21/2017 twenty one (21) executed SAA's are in place.
- MSI requested a second meeting to discuss steps to begin path studies on those sites with PCN approvals as well as frequency availability.

# LMR SITES



## AGENDA ITEM C



## **Monthly Report #42**

**Reporting Period: 1/21/17 thru 2/15/17**

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

**Motorola Solutions, Inc.**



***MOTOROLA SOLUTIONS***

**AGENDA ITEM C**

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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. **Amendment 19** was executed with an effective date of May 5, 2016.

On June 2, 2016 the Authority issued **NTP18** authorizing Work to develop Project Descriptions for two LMR sites.

On September 8, 2016 the Authority Board of Directors approved **Amendment 20** to reconcile nine (9) LMR Sites to reflect the updated LMR System Design, inclusion of 3D modeling drawings, and remove certain Site Lease Exhibits from the contract.

On October 6, 2016 the Authority Board of Directors approved **Amendment 21** to reconcile ten (10) LMR sites to reflect the updated LMR System Design, replace one (1) LMR site with a new site, remove five (5) Project Descriptions from the contract, and make administrative cost changes to one (1) LMR site.

On October 11, 2016 the Authority issued **NTP 19** authorizing specified Work related to Phases 2-4 for nine (9) LMR sites.

On November 3, 2016 the Authority Board of Directors approved **Amendment 22** to reconcile three (3) LMR sites to reflect the updated LMR System Design and to make administrative changes to Exhibit F (Administration of Agreement). On December 12, 2016 the Authority issued **NTP 20** authorizing specified Work related to Phases 2-4 for two (2) replacement LMR sites along with Special Operations Testing for DTVRS, ACVRS, LARTCS, and NMDN.

On December 12, 2016 the Authority Board of Directors approved **Amendment 23** to authorize specified Work related to Phases 2-4 for ten (10) LMR sites.

On January 12, 2017 the Authority Board of Directors approved **Amendment 24** reconciling the following six (6) LMR System Sites (AGH, VPK, BMT, CRN, MVS, and ONK) to align with the updated System Design.

**This report covers the period from 1/21/17 thru 2/15/17.**

This month's report for the LA-RICS LMR program covers the reporting period from 1/21/17 thru 2/15/17. During this reporting period associated Phase 1 tasks were performed to include A&E activities, system redesign, frequency planning, site scope and true-up reviews, Site Access Agreement drawings, and Environmental Reviews which are currently in progress. A&E activities included site walks, site sketch development, site surveys, and development of the Zoning Drawings, geotechnical plans, and Construction Drawings.

NTP 19 Motorola procurement activities continued this period for the applicable equipment associated in Phase 2 LMR Site Construction and Site Modification and Phase 3 Supply LMR System Components.

With the issuance of NTP 20, Motorola began procurement activities for the applicable equipment associated in Phase 2 LMR Site Construction and Site Modification and Phase 3 Supply LMR System Components.

The primary Phase 1 activities for this period include:

**LMR System Redesign**

System Redesign activities for this period included frequency identification and planning, backhaul network design, narrowband mobile data network design, fleet mapping, and incorporation of system redesign parameters into the construction drawing process. (MSI is utilizing the Design of Record dated 9/6/16 to support the site True-Up process as well as information as it is refined and determined weekly. MSI and the Authority continue to refine the backhaul design and have identified areas of concern and their corresponding solutions.

**Site Design Activities**

Site design activities for this period included continued site evaluation walks, site sketch development and submittals, site survey walks, project description development and submittals for additional sites, Site Access Agreement exhibits, Zoning Drawing development and submittal, and Construction Drawing development and submittal for Authority review. Additional activities included power load studies, evaluation of as-built drawings and tower mapping, tower structural analysis for the applicable sites, submittal of applicable geotechnical drilling plans, and review of electrical one-line drawing designs.








**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 are ongoing. This activity is primarily being driven by the Authority's Site Access Team in conjunction with LA County CEO Real Estate Division. As of this reporting period 17 Site Access Agreements have been executed.

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. As of this reporting period 17 sites have received independent site environmental approvals.

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

LMR Project Dashboard			
Category	Rating	Change	Comments
Schedule			Individual site environmental approvals may impact geotechnical investigations. Delayed submission of permits and A&E drawings continues to negatively impacted the schedule. A revised schedule for all phases (1-4) was submitted and formally reviewed 9/8/16. A&E drawing progress is being followed and tracked on a weekly basis. MSI continues to see slips in individual site schedules that impact its overall Program schedule due to delays in A&E drawings, Building Permit Submissions, and construction starts. .
Quality			Construction drawings process is slow. Two additional A&E firms have been incorporated to increase throughput and quality but although some progress has been made since the last reporting the project schedule continues to show submissions slipping. Additional corrective action is required. MSI needs to identify additional means within its team to shorten drawing review, quality control, and production times.
Risk			Risk items have been identified regarding: Spectrum, Site Access Agreements, and Site Conditions. FEMA independent site environmental approvals required.
Scope			Scope is well defined although there may be increased scope associated with the design enhancement recommendations and in construction once geotechnical investigations are complete.
Budget			Current budget reflects contract pricing and include the sites that have gone through the true-up review. Revised budgets for each site will be determined at the completion of each true-up. The teams are bringing another group of sites before your Board today.

## 2. Project Status

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

### 2.1 Tasks In Progress or Completed

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

Activity Name	Activity Status
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
Notice To Proceed for applicable sites	In Process
<b>LMR System Redesign</b>	
Redesign baseline site parameters & redesign development	In Process
Contract True-up of site designs and equipment for each site	In Process
<b>Site Design, Zoning and Permitting</b>	
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process
Geotechnical Boring (applicable sites)	In Process
Develop Construction Drawings & Approvals	In Process
Submit Permits Drawings and Approvals	In Process
<b>Pre- Construction</b>	
Pre- Construction Packages (APC/CCB/CCT/LASDTEM)	In Process
<b>Construction</b>	
Construction (PHN/BMT/HPK/FCCF/LDWP243)	In Process

## 2.2 Tasks Planned for Next Period (2/16/17 thru 3/22/17)

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

Activity Name	Planned Status
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreement	On Going
Access to Core Sites	On Going
FEMA Environmental Site Approvals & Construction Waivers	In Process
Review and Approve Zoning and Construction Drawings	In Process
Notice To Proceed for applicable sites	In Process
<b>Environmental Review &amp; Documentation (Authority)</b>	
Additional Sites for Consideration Environmental Reviews	In Process
<b>LMR System Redesign</b>	
Redesign baseline site parameters & redesign development	In Process
Contract True-up of site designs and equipment for each site	In Process
<b>Site Design</b>	
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process
Submittal of Zoning Drawings	In Process
Geotechnical Boring	In Process

Activity Name	Planned Status
Develop Construction Drawings and Approvals	In Process
Submit Permits Drawings and Approvals	In Process
<b>Pre-Construction</b>	
Pre- Construction Packages & Site Monitoring (where applicable)	In Process

Activity Name	Activity Status
<b>Site Construction</b>	
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Going
Site Construction & Site Monitoring (where applicable)	On Going
Site Construction Inspection Approvals	On Going
Site Construction – (LASDTEM/CCB/CCT)	On Going

### 2.3 Authority Look-Ahead Tasks (120-Day)

For the Authority planning purposes the following table provides a one hundred twenty (120) Day 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
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreement	On Going
LA-RICS Provides Access to Core Sites	On Going
FEMA Environmental Site Approvals & Construction Waivers	On Going
Review and Approve Zoning and Construction Drawings	On Going
Notice To Proceed for applicable sites	On Going
<b>Environmental Review &amp; Documentation (Authority)</b>	
Additional Sites for Consideration Environmental Reviews	On Going
<b>LMR System Redesign</b>	
Review and Approve Redesign baseline site parameters & redesign sections	On Plan to Finish
Contract True-up of site designs and equipment for each site	On Going
<b>Site Design</b>	
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 Geotechnical Boring Plans	On- Going

Activity Name	Activity Status
Review and Approve Construction Drawings	On Going
Review and Approve Building Permit Packages	On Going
<b>Site Construction</b>	
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Going
Site Construction & Site Monitoring (where applicable)	On Going
Site Construction Inspection Approvals	On Going
Site Construction - BMT	Started
Site Construction – HPK	Started
Site Construction – LDWP243	On Plan to Start

### 3. Project Risk Register

Title	Assigned	Impact	Risk Description	Status
Site Parameters	Authority	High	Site parameters (e.g. tower heights, RF equipment configurations) are different from the baseline agreement and may impact System performance.	Active
Environmental Process	Authority	High	The individual determination of environmental impacts or mitigation may impact the schedule for site work (e.g., bird nesting season). Individual environmental releases from FEMA are required to start work at sites.	Active
Delivery of Environmental Documentation and Pre-Construction Plans	Motorola	High	The delay in submitting the required plans for construction and environmental mitigation has impacted construction starts.	Active
Delayed Drawings and Permit Release	Motorola	High	Delay in permit submission and release has impacted the construction schedule and ability to meet grant spending guidelines. MSI continues to struggle to incorporate Authority comments, creating a quality control issue which requires additional rounds of review . This has inhibited the submission of drawings for permit and the advancement of sites through the A&E process.	Active
Site Access Agreements	Authority	High	Lease holders approvals are needed in order to implement LA-RICS improvements	Active

Title	Assigned	Impact	Risk Description	Status
			at sites. Sites planned for UASI 12-16 have executed SAAs except one, AGH.	
Project Schedule	Motorola	High	Overall project schedule and individual site permit submissions/work starts impacted by slow A&E drawings and the corresponding construction plans and submissions.	Active

#### 4. Areas of Concern

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

ID	Event / Circumstance	Remedial Action Taken or Required
02-02	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 (Amendment 24)	\$158,036,025
Cumulative Invoice Payments from Last Report	\$ 48,348,596
Total Invoice Payments This Period	\$ 2,304,067
Remaining Amount to be Paid	\$107,383,362

## 7. LA-RICS Master Schedule

A revised schedule for all phases (1-4) was submitted and formally reviewed 9/8/16. The project schedule includes the latest list of sites and the Authority's actual and projected dates for Site Access Agreements, FEMA independent site environmental approvals, FEMA construction waivers, and site Notice to Proceeds. An exported file (XER) of the master project schedule is delivered on a weekly basis.

(See attached LMR Executive Project Summary Snapshots)



### LMR Summary Schedule by Phase

Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish	2016												2017					2018					2019					2020					2021																
							J	F	A	J	J	A	S	D	J	F	A	J	J	A	S	N	J	F	A	J	J	A	S	N	J	F	A	J	J	A	S	N	J	F	A	J	J	A	S	N	J	F	A	J	J	A	S	N	J
<b>Total</b>		1716	1195	30.36%	09-Nov-15 A	21-Sep-21																																																	
LMR Phase 1		888	367	58.67%	09-Nov-15 A	19-Jul-18																																																	
LMR Phase 2		608	517	14.97%	29-Sep-16 A	14-Feb-19																																																	
LMR Phase 3		540	449	16.85%	29-Sep-16 A	12-Nov-18																																																	
LMR Phase 4a (Site)		613	522	14.85%	29-Sep-16 A	21-Feb-19																																																	
LMR Phase 4b ( SI )		673	673	0%	22-Feb-19	21-Sep-21																																																	



## **Monthly Report - #36**

**Reporting Period: 1/21/17 thru 2/15/17**

**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 3<sup>rd</sup>, 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 PASDNPD 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 to include six (6) indoor emission tests at identified sites.

On March 16, 2016 the Authority issued **NTP 35** authorizing Motorola to conduct additional 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.

On August 31, the Authority and MSI executed **Amendment 18** to extend the warranty period until 12/31/16, reconciliation of excess equipment and spare equipment, corrected construction costs associated the with the LASDCVS site, and correction of administrative errors in Exhibit C.






On December 12, 2016, the Authority and MSI executed **Amendment 19** to extend the warranty period until 3/31/17; make changes necessary to upgrade the Authority's Deployable Vehicle to support upcoming special events; reflect the reduction in certain training; reflect a reduction in Wide Area Coverage Testing; reflect an increase in Optimization Work,; authorize the Authority to release the ten

(10) percent Holdback for certain completed, accepted, invoiced, and paid work; and identify a net decrease in the Maximum Contract Sum by \$1,567,382.

**This report covers the period from 1/21/17 thru 2/15/17.**

No additional Amendments were issued during this period.

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

PSBN Project Dashboard			
Category	Rating	Change	Comments
Schedule			Motorola believes that the system is ready for The Authority to utilize the PSBN System, as evidenced by the 2017 Rose Parade usage. The final upgrade is on schedule to be delivered prior to 3/31/17. This upgrade has been delayed and is creating an issue with performing an Acceptance Test Plan (ATP) prior to the end of the Warranty Period. Authority managed construction is in progress for the SCE Cell on Wheel sites but SCE delays delivering power, coupled with delays getting fiber, push the forecast completion out to the May-June timeframe. Per previous and current agreement, closeout is still forecast for 3/31/17. Discussions are underway to extend closeout another three months, to June 31, 2017. Motorola is reviewing this request, as submitted on February 14, 2017 by The Authority and Jacobs.
Quality			The Authority and MSI continue to review performance at the Rose Parade and resolve any open issues by project closeout.
Risk	 		None at this time.
Scope			Discussions are underway to extend closeout another three months, to June 31, 2017. Motorola is reviewing this request, as submitted on February 14, 2017 by The Authority and Jacobs.
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
<b>LA-RICS Deliverables</b>	
Provide Access and Escorts to EPC and RAN Sites	As Needed
Construction, Power & Fiber for 9 SCE COW Sites	In Progress
<b>Site Construction &amp; Site Modification (Phase 2)</b>	
Permit Clear for Applicable LTE Sites (3)	Complete
<b>System Implementation (Phase 4)</b>	
LTE EPC & SMMS Software Upgrades	In Progress
COW Sites Install, Configuration, Commissioning / Test	In Progress
Closeout documents & as-built drawings	In Progress
LTE Training (Wave 2 scheduled)	In Progress
PSBN Acceptance Test Documentation	In Progress

## 2.2 Tasks Planned for Next Period (2/16/17 thru 3/17/17)

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

Activity Name	Planned Status
<b>LA-RICS Deliverables</b>	
Provide Access to Sites	As needed
Construction, Power & Fiber Services for 9 SCE COW Sites	In Progress
<b>Site Construction and Site Modification (Phase 2)</b>	
Permit Clear for Applicable LTE Sites	In Progress
<b>System Implementation (Phase 4)</b>	
LTE EPC & SMMS Software Upgrades	In Progress
COW Sites Install, Configuration, Commissioning / Test	In Progress
Submit Closeout documents & as-built drawings	In Progress
PSBN Training (Wave 2)	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
<b>LA-RICS Deliverables</b>	
Provide Access to Sites	Plan to Complete

Activity Name	Start
Construction, Power & Fiber Services for 9 SCE COW Sites	Plan to Complete
<b>Acceptance Test Plan</b>	
Revised ATP Review and Approvals	Plan to Complete
<b>Site Design Activities</b>	
<b>Site Construction and Site Modification (Phase 2)</b>	
Site Inspections & Permit Clear (3 sites)	Plan to Complete
<b>System Implementation (Phase 4)</b>	
EPC & Network Management Installation Testing ( <u>Potential Reconfiguration</u> )	Plan to Complete
PSBN Site Equipment Inspections	Plan to Complete
Cluster Tuning (COWs) and Testing Review	Plan to Complete
PSBN Training Attendance (Wave 2)	Plan to Complete
PSBN As-Built Documentation Review	Plan to Complete

### 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.
28-02	System ATP Reviews	The remaining ATP to perform is for the network upgrade to MSI Release 11 (R11). The timeline for completing the ATP is still under consideration. MSI has yet to submit an ATP for Authority review of full R11 Upgrade.

## 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	N/A	N/A

## 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 18.

PSBN Invoice Payment Category	Invoice Payment Totals
PSBN Contract Sum Full Payable Amount (Phases 1-4)	\$ 98,681,263
Cumulative Invoice Payments from Last Report	(\$ 80,927,315)
Total Invoice Payments This Period	(\$ 593,719)
Remaining Amount to be Paid	\$ 17,753,948

## 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)

Activity ID	Activity Name	Start	Finish	Duration % Complete	Remaining Duration	2014												2015												2016												2017											
						J	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	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	
<b>Total</b>		04-Feb-14 A	28-Jul-17	86.99%	118	[Gantt bars for total duration]																																															
<b>LA_City</b>		04-Mar-14 A	10-Oct-16 A	100%	0	[Gantt bars for LA_City activities]																																															
LA.LAPD077		12-Mar-14 A	22-Jul-16 A	100%	0	[Gantt bar for LA.LAPD077]																																															
LA.LAPDDVN		12-Mar-14 A	22-Jul-16 A	100%	0	[Gantt bar for LA.LAPDDVN]																																															
LA.LAPDFTH		12-Mar-14 A	08-Jun-16 A	100%	0	[Gantt bar for LA.LAPDFTH]																																															
LA.LAPDHLB		04-Mar-14 A	23-May-16 A	100%	0	[Gantt bar for LA.LAPDHLB]																																															
LA.LAPDHWD		12-Mar-14 A	08-Jul-16 A	100%	0	[Gantt bar for LA.LAPDHWD]																																															
LA.LAPDMIS		12-Mar-14 A	29-Jul-16 A	100%	0	[Gantt bar for LA.LAPDMIS]																																															
LA.LAPDNHD		12-Mar-14 A	10-Oct-16 A	100%	0	[Gantt bar for LA.LAPDNHD]																																															
LA.LAPDNWT		12-Mar-14 A	23-May-16 A	100%	0	[Gantt bar for LA.LAPDNWT]																																															
LA.LAPDOLY		10-Mar-14 A	22-Jul-16 A	100%	0	[Gantt bar for LA.LAPDOLY]																																															
LA.LAPDPAC		12-Mar-14 A	08-Jul-16 A	100%	0	[Gantt bar for LA.LAPDPAC]																																															
LA.LAPDRAM		12-Mar-14 A	22-Jul-16 A	100%	0	[Gantt bar for LA.LAPDRAM]																																															
LA.LAPDTOP		12-Mar-14 A	29-Jul-16 A	100%	0	[Gantt bar for LA.LAPDTOP]																																															
LA.LAPDVNS		12-Mar-14 A	08-Aug-16 A	100%	0	[Gantt bar for LA.LAPDVNS]																																															
LA.LAPDWIL		12-Mar-14 A	29-Jul-16 A	100%	0	[Gantt bar for LA.LAPDWIL]																																															
LA.LAPDWLA		12-Mar-14 A	29-Jul-16 A	100%	0	[Gantt bar for LA.LAPDWLA]																																															
LA.LAPDWVD		12-Mar-14 A	08-Jul-16 A	100%	0	[Gantt bar for LA.LAPDWVD]																																															
LA.LAPP001		12-Mar-14 A	20-Jun-16 A	100%	0	[Gantt bar for LA.LAPP001]																																															
LA.LDWP243		12-Mar-14 A	05-Aug-16 A	100%	0	[Gantt bar for LA.LDWP243]																																															
LA.SEP		12-Mar-14 A	20-Jun-16 A	100%	0	[Gantt bar for LA.SEP]																																															
LA.SWP		12-Mar-14 A	27-Jun-16 A	100%	0	[Gantt bar for LA.SWP]																																															
LA.VPC		12-Mar-14 A	27-Jun-16 A	100%	0	[Gantt bar for LA.VPC]																																															
<b>LA_County</b>		21-Feb-14 A	31-Mar-17	95.56%	35	[Gantt bars for LA_County activities]																																															
LA.BMT		12-Mar-14 A	15-Jul-16 A	100%	0	[Gantt bar for LA.BMT]																																															
LA.CCT		12-Mar-14 A	08-Aug-16 A	100%	0	[Gantt bar for LA.CCT]																																															
LA.CEN		12-Mar-14 A	15-Jul-16 A	100%	0	[Gantt bar for LA.CEN]																																															
LA.FCCF		12-Mar-14 A	05-Aug-16 A	100%	0	[Gantt bar for LA.FCCF]																																															
LA.LACHAR		12-Mar-14 A	15-Jul-16 A	100%	0	[Gantt bar for LA.LACHAR]																																															
LA.LACOLV		12-Mar-14 A	27-Jun-16 A	100%	0	[Gantt bar for LA.LACOLV]																																															

Activity ID	Activity Name	Start	Finish	Duration % Complete	Remaining Duration	2014												2015												2016												2017											
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LA.LACUSC		12-Mar-14 A	31-Mar-17	95.47%	35	[Gantt bar: 12-Mar-14 to 31-Mar-17, 95.47% complete]																																															
LA.LAN		12-Mar-14 A	11-Jul-16 A	100%	0	[Gantt bar: 12-Mar-14 to 11-Jul-16, 100% complete]																																															
LA.LASDALD		12-Mar-14 A	08-Jul-16 A	100%	0	[Gantt bar: 12-Mar-14 to 08-Jul-16, 100% complete]																																															
LA.LASDCSN		12-Mar-14 A	23-May-16 A	100%	0	[Gantt bar: 12-Mar-14 to 23-May-16, 100% complete]																																															
LA.LASDIDT		12-Mar-14 A	08-Jun-16 A	100%	0	[Gantt bar: 12-Mar-14 to 08-Jun-16, 100% complete]																																															
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LA.LASDLNX		12-Mar-14 A	15-Jul-16 A	100%	0	[Gantt bar: 12-Mar-14 to 15-Jul-16, 100% complete]																																															
LA.LASDNCC		12-Mar-14 A	01-Jun-16 A	100%	0	[Gantt bar: 12-Mar-14 to 01-Jun-16, 100% complete]																																															
LA.LASDNWK		12-Mar-14 A	20-Jun-16 A	100%	0	[Gantt bar: 12-Mar-14 to 20-Jun-16, 100% complete]																																															
LA.LASDPRV		12-Mar-14 A	10-Oct-16 A	100%	0	[Gantt bar: 12-Mar-14 to 10-Oct-16, 100% complete]																																															
LA.LASDSCV		12-Mar-14 A	08-Jul-16 A	100%	0	[Gantt bar: 12-Mar-14 to 08-Jul-16, 100% complete]																																															
LA.LASDSDM		21-Feb-14 A	01-Jul-16 A	100%	0	[Gantt bar: 21-Feb-14 to 01-Jul-16, 100% complete]																																															
LA.LASDTEM		12-Mar-14 A	15-Jul-16 A	100%	0	[Gantt bar: 12-Mar-14 to 15-Jul-16, 100% complete]																																															
LA.LHS		12-Mar-14 A	27-Jun-16 A	100%	0	[Gantt bar: 12-Mar-14 to 27-Jun-16, 100% complete]																																															
LA.MLM		12-Mar-14 A	01-Jul-16 A	100%	0	[Gantt bar: 12-Mar-14 to 01-Jul-16, 100% complete]																																															
LA.ONK		12-Mar-14 A	01-Jul-16 A	100%	0	[Gantt bar: 12-Mar-14 to 01-Jul-16, 100% complete]																																															
LA.PHN		12-Mar-14 A	10-Oct-16 A	100%	0	[Gantt bar: 12-Mar-14 to 10-Oct-16, 100% complete]																																															
LA.PLM		12-Mar-14 A	15-Jul-16 A	100%	0	[Gantt bar: 12-Mar-14 to 15-Jul-16, 100% complete]																																															
LA.RANCHO		12-Mar-14 A	29-Jul-16 A	100%	0	[Gantt bar: 12-Mar-14 to 29-Jul-16, 100% complete]																																															
LA.SLA		12-Mar-14 A	01-Jul-16 A	100%	0	[Gantt bar: 12-Mar-14 to 01-Jul-16, 100% complete]																																															
LA.WAL		12-Mar-14 A	22-Jul-16 A	100%	0	[Gantt bar: 12-Mar-14 to 22-Jul-16, 100% complete]																																															
LA.WHD		12-Mar-14 A	27-Jun-16 A	100%	0	[Gantt bar: 12-Mar-14 to 27-Jun-16, 100% complete]																																															
<b>Independent Cities</b>		04-Feb-14 A	17-Feb-17	99.33%	5	[Gantt bar: 04-Feb-14 to 17-Feb-17, 99.33% complete]																																															
LA.ARCPD01		04-Feb-14 A	23-May-16 A	100%	0	[Gantt bar: 04-Feb-14 to 23-May-16, 100% complete]																																															
LA.AZPD001		12-Mar-14 A	29-Jul-16 A	100%	0	[Gantt bar: 12-Mar-14 to 29-Jul-16, 100% complete]																																															
LA.CLM		12-Mar-14 A	29-Jul-16 A	100%	0	[Gantt bar: 12-Mar-14 to 29-Jul-16, 100% complete]																																															
LA.CPTFD04		12-Mar-14 A	23-May-16 A	100%	0	[Gantt bar: 12-Mar-14 to 23-May-16, 100% complete]																																															
LA.ELMNTPD		12-Mar-14 A	29-Jul-16 A	100%	0	[Gantt bar: 12-Mar-14 to 29-Jul-16, 100% complete]																																															
LA.FS5		12-Mar-14 A	01-Jun-16 A	100%	0	[Gantt bar: 12-Mar-14 to 01-Jun-16, 100% complete]																																															
LA.GARD001		12-Mar-14 A	10-Oct-16 A	100%	0	[Gantt bar: 12-Mar-14 to 10-Oct-16, 100% complete]																																															



Activity ID	Activity Name	Start	Finish	Duration % Complete	Remaining Duration	2014												2015												2016												2017											
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LA.LAPP001		07-Dec-15 A	18-Feb-16 A	100%	0	18-Feb-16 A																																															
LA.LBFD012N		12-Mar-14 A	23-May-16 A	100%	0	23-May-16 A																																															
LA.LBPDHQ		12-Mar-14 A	29-Jul-16 A	100%	0	29-Jul-16 A																																															
LA.PASA001		12-Mar-14 A	17-Feb-17	99.27%	5	17-Feb-17																																															
LA.PASDNP		12-Mar-14 A	15-Jul-16 A	100%	0	15-Jul-16 A																																															
LA.VEFD001		12-Mar-14 A	27-Jun-16 A	100%	0	27-Jun-16 A																																															
LA.VEFD003		12-Mar-14 A	01-Jul-16 A	100%	0	01-Jul-16 A																																															
<b>No LA-RICS Jurisdiction [O]</b>		01-Sep-14 A	28-Jul-17	84.66%	118	28-Jul-17																																															
LA.ARCPD01		02-Jul-15 A	02-Jul-15 A	0%	0	02-Jul-15 A																																															
LA.Prjt Closeout		01-Oct-15 A	28-Jul-17	89.06%	49	28-Jul-17																																															
LA.SI		01-Sep-14 A	28-Jul-17	84.66%	118	28-Jul-17																																															
LA.Sys Op_Test		28-Jul-17	28-Jul-17	0%	0	28-Jul-17																																															
LA.Warranty		01-Oct-15 A	30-Dec-16 A	100%	0	30-Dec-16 A																																															



## 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

March 2, 2017

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 Public Safety Broadband Network (PSBN) and Land Mobile Radio (LMR) project. The below meetings occurred since our last report to you:

Municipality	Meeting Date
<i>Supervisor Kathryn Barger's Justice Deputy</i>	February 8, 2017
<i>Super Bowl After Action Review, Houston, TX</i>	February 15-16, 2017
<i>Demonstration to Senator Diane Feinstein Chief of Staff</i>	February 24, 2017

Representatives from the LA-RICS Team met with Supervisor Kathryn Barger's Justice Deputy Stephanie English to provide her with an update of the LA-RICS network and to discuss sites in the 5th Supervisorial District.

The LA-RICS Team attended a Super Bowl After Action Review in Houston, Texas with members of the Houston Police and Fire Departments, along with members of FirstNet to discuss lessons learned.

Lastly, the LA-RICS Communication Team sent the Special Edition Newsletter to approximately 880 people on February 8, 2017. The Website redesign is well underway with the new design to take effect in the next few weeks.

WST:pl

**AGENDA ITEM D**



## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

JOHN RADELEFF  
INTERIM EXECUTIVE DIRECTOR

March 2, 2017

To: LA-RICS Authority Board of Directors

From: John Radeleff  
Interim Executive Director

### PSBN ONBOARDING UPDATE

The purpose of this discussion item is to update your Board on the status of onboarding, users testing the system and other onboarding related activities pertaining to the Public Safety Broadband Network (PSBN) project. The below activities have occurred:

STATUS OF PSBN AGENCY ONBOARDING		
Agency	Onboarding Status	Number of Units Installed/Demo Kit Received
LASD	Installations In Progress	900
LACoFD	Installations In Progress	104
Inglewood PD	Demo Kit Pending	1
Claremont PD	MOU for VMLs In Progress. Demo Kit Received	2
UCLA PD & Health	Discussions ongoing to provide Demo Kits for the Police Department and the Mobile Stroke Unit	0
Health Services / EMS	Demo Kit Pending for use at LA Marathon on 3/19/17	0
El Segundo	Demo Kit testing completed, pending subscription fees	0
Signal Hill	Demo Kit testing completed, pending subscription fees	0

**AGENDA ITEM E**

Active engagement continued with interested agencies via demonstrations, providing test Demo Kits, and technical coordination meetings with the participation of the Los Angeles County Sheriff's Department and County of Los Angeles Fire Department.

The LA-RICS Technical Team met with members of UCLA Health to discuss service to the Mobile Stroke Unit via Demo Kits. LA-RICS is on target to provide internet access and Push-to-Talk services for Health Services/EMS during the Los Angeles Marathon on March 19, 2017.

The LA-RICS Technical Team also met with the cities of El Segundo and Signal Hill. Both cities have completed their testing of our demonstration kits and are requesting information regarding subscriber fees before they proceed with securing and installing routers.

The LA-RICS Technical Team and Los Angeles County Fire Department met with El Segundo Police Chief on February 16, 2017. LA-RICS was tasked with providing a price quote for the installation of ten (10) in-vehicle routers, which they are currently working on.

Lastly, Pasadena Police Department concluded their coverage evaluation and will discuss further use of routers and cell phones once pricing/subscriber fees are made available. They returned the four (4) in-vehicle routers that they were previously testing.

WST:pl



JOHN NAIMO  
AUDITOR-CONTROLLER

## COUNTY OF LOS ANGELES DEPARTMENT OF AUDITOR-CONTROLLER

KENNETH HAHN HALL OF ADMINISTRATION  
500 WEST TEMPLE STREET, ROOM 525  
LOS ANGELES, CALIFORNIA 90012-3873  
PHONE: (213) 974-8301 FAX: (213) 626-5427

February 17, 2017

The Board of Directors  
Los Angeles Regional Interoperable  
Communications Systems Authority  
c/o John Radeleff, Interim Executive Director  
2525 Corporate Place, Suite 200  
Monterey Park, CA 91754

Members of the Board:

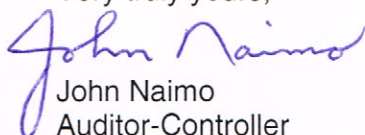
### **AUDIT OF THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY FOR THE YEAR ENDED JUNE 30, 2016**

Attached are the independently audited financial statements and the Single Audit report for the Los Angeles Regional Interoperable Communications System Authority (LA-RICS) for the year ended June 30, 2016. The Single Audit report was prepared to comply with federal reporting requirements related to expenditures made with federal assistance received by LA-RICS.

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. The Single Audit report concludes that LA-RICS complied in all material respects with the types of compliance requirements that would have a material effect on each of its major programs.

If you have any questions, please call me, or your staff may contact Rachele Anema at (213) 974-8327.

Very truly yours,

  
John Naimo  
Auditor-Controller

JN:CY:JG:RA

H:\Special Funds\Special Funds Unit\AUDITS\JPA\LA-RICS\FY 2015-2016 Audit\Cover Letter-LARICS Audit FY15-16.docx

Attachment

c: Michael Iwanaga, Chief Executive Office

*Help Conserve Paper – Print Double-Sided  
"To Enrich Lives Through Effective and Caring Service"*

**AGENDA ITEM F**

January 3, 2017

To the Board of Directors of  
The Los Angeles Regional Interoperable Communications System Authority

We have audited the basic financial statements of the Los Angeles Regional Interoperable Communication System Authority (Authority) as of and for the year ended June 30, 2016, and have issued our report thereon dated January 3, 2017. Professional standards require that we advise you of the following matters relating to our audit.

**Our Responsibility in Relation to the Financial Statement Audit**

Our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the Authority solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

**Planned Scope and Timing of the Audit**

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

**Compliance with All Ethics Requirements Regarding Independence**

The engagement team and our firm have complied with all relevant ethical requirements regarding independence.

## **Qualitative Aspects of the Entity's Significant Accounting Practices**

### *Significant Accounting Policies*

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the Authority is included in Note 2 to the financial statements. There have been no changes in significant accounting policies or their application during 2016. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

### *Significant Accounting Estimates*

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. There were no sensitive accounting estimates affecting the financial statements.

### *Financial Statement Disclosures*

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. There was no sensitive disclosure affecting the financial statements.

## **Significant Difficulties Encountered during the Audit**

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

## **Uncorrected and Corrected Misstatements**

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. There were no uncorrected financial statement misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. There was no material, corrected financial statement misstatements.

## **Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the Authority's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

### **Representations Requested from Management**

We have requested certain written representations from management dated January 3, 2017.

### **Management's Consultations with Other Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

### **Other Significant Matters, Findings or Issues**

In the normal course of our professional association with the Authority, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating conditions affecting the entity, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Authority's auditors.

This report is intended solely for the information and use of the Board of Directors, management and others within the Authority and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

*BCA Watson Rice, LLP*



**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY**

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**FINANCIAL STATEMENTS  
AND INDEPENDENT AUDITOR'S REPORT**

**For the Year ended June 30,2016**



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21250 Hawthorne Blvd. Suite 150 Torrance, CA 90503  
t: (310) 792-4640 f: (310) 792-4140

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR’S REPORT  
FOR THE YEAR ENDED JUNE 30, 2016**

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**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S REPORT  
FOR THE YEAR ENDED JUNE 30, 2016**

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## **INDEPENDENT AUDITOR'S REPORT**

To the Board of Directors of  
The Los Angeles Regional Interoperable Communications System Authority

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities of the Los Angeles Regional Interoperable Communications System Authority (Authority) as of and for the year ended June 30, 2016, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

### ***Management's Responsibility for the Financial Statements***

The Authority's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## ***Opinion***

In our opinion the financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities of the Authority as of June 30, 2016, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## ***Other Matters***

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis (MD&A) (pages 4 through 7) and the Required Supplementary Information (page 23) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### ***Other Information***

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Authority's basic financial statements. The Schedule of Expenditures of Federal Awards, as required by the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The Schedule of Expenditures of Federal Awards is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated January 3, 2017 on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

*BCA Watson Rice, LLP*

Torrance, California  
January 3, 2017

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)  
For the Year Ended June 30, 2016**

The Management's Discussion and Analysis (MD&A) of the financial activities of the Los Angeles Regional Interoperable Communications System Authority (Authority) provides a narrative overview of the Authority's financial activities for the fiscal year ended June 30, 2016. Please read it in conjunction with the accompanying basic financial statements, footnotes and supplementary information.

**Financial Highlights**

- During the current year, the Authority's assets totaled \$129,846,461. Cash and Investments deposited in the County Treasury Pool totaled \$371,661.
- Program revenues totaled \$79,463,034 and mainly consisted of federal grants in the amount of \$71,241,354 and contributions from the County of Los Angeles in the amount of \$3,036,265.
- The Authority has a cash operating loan from the County of Los Angeles for the funding of start-up and operational costs. The loan bears no interest and has no definite repayment schedule.
- As of June 30, 2016, the Authority had \$126,145,649 in Capital Assets consisting of telecommunication equipment under construction valued at \$125,987,842 and office furniture valued at \$157,807.

**Overview of Financial Statements**

This discussion and analysis are intended to serve as an introduction to the Authority's basic financial statements, which are comprised of the following three components:

- Government-wide financial statements
- Fund financial statements
- Notes to the basic financial statements

This report also includes other supplementary information in addition to the basic financial statements.

**Government-wide Financial Statements**

The government-wide financial statements are designed to provide readers with a broad overview of the Authority's finances, in a manner similar to a private-sector business.

The Statement of Net Position presents information on all Authority assets reduced by liabilities, which represent net position. Over time, increases and decreases in net position may serve as an indicator of whether the financial position of the Authority is improving or deteriorating.

The Statement of Activities presents information that indicates how the Authority's net position changed during the fiscal year. All changes in net position are reported as soon as the underlying events giving rise to the changes occur, regardless of the timing of related cash flows. Therefore, revenues and expenses are reported in these statements for some items that affect cash flows in future periods, for example, accrued but unpaid contract and professional fees.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)  
For the Year Ended June 30, 2016**

The government-wide financial statements report the following different types of programs or activities:

Governmental Activities – All of the Authority's programs during fiscal year 2015-2016 are reported under this category.

Business-type Activities – The Authority has no business-type activities during fiscal year 2015-2016.

Fund Financial Statements

The fund financial statements contain information regarding major individual funds. A fund is a fiscal and accounting entity with a balanced set of accounts. The Authority uses separate funds to ensure compliance with fiscal and legal requirements. The Authority's funds are all classified as governmental funds during fiscal year 2015-2016.

Governmental Funds - These funds are used to account for essentially the same services that were previously described as governmental activities above. However, the fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the Authority's near-term financing requirements. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the Authority's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Notes to the Basic Financial Statements

The notes to the basic financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and the fund financial statements.

Required Supplementary Information

In addition to the basic financial statements and accompanying notes, this report presents certain required supplementary schedules in the format of the basic financial statements, showing the activity for each fund.

**Financial Statement Analysis**

Construction of the Land Mobile Radio (LMR) system and the Long Term Evolution (LTE) system is currently underway resulting in expenditures increasing to \$83.2 million in fiscal year 2015-2016. Because the majority of the projects are grant funded, operating revenues also increased from \$55.8 million in fiscal year 2014-2015 to \$79.6 million in fiscal year 2015-2016. These increases are expected to continue until the completion of the LMR and LTE systems.



**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)  
For the Year Ended June 30, 2016**

**Capital Assets**

During fiscal year 2015-2016, the Authority continued building the LTE and LMR systems and purchased equipment that will eventually be used to operate and support these systems. As of June 30, 2016, the Authority has capital assets in the form of telecommunication equipment under construction valued at \$125,987,842 and office furniture valued at \$157,807.

**Debt Administration**

The County of Los Angeles provided the Authority a cash operating loan for the funding of start-up and operational costs until a long term funding plan is adopted by the Authority members. This loan bears no interest and has no definite repayment schedule. As of June 30, 2016, the Authority has \$1,808,667 in loans payable compared to \$7,044,932 loans payable as of June 30, 2015.

**Economic Factors**

The Authority was established to engage in regional and cooperative planning and coordination of governmental services to establish a wide-area interoperable public safety communications network (commonly referred to as the "Los Angeles Regional Interoperable Communication Systems (LA-RICS)"). The Authority is a collaborative effort of local government, law enforcement, fire service, and health professionals with elected and appointed officials working towards the common goal to develop LA-RICS.

The Authority is the recipient of the Broadband Technology Opportunity Program (BTOP) grant administered by the Department of Commerce (DOC) to fund its proposed public safety broadband network. The grant will continue to be administered by DOC in fiscal year 2016-2017.

During fiscal year 2013-2014, the Authority prepared and distributed to the member agencies a funding plan to address the ongoing operation of the LMR and LTE systems and the administration of the Authority after the systems are operational and the grants have expired. The funding plan was circulated to the members on March 7, 2014, and following comments and feedback from members, and some revisions, was adopted by the Authority's Board on May 28, 2014. The funding plan required, among other things, for the member agencies to share in the ongoing costs. Due to a few extensions of the opt-out period by the Authority's Board, the member agencies were allowed to opt-out of the Authority by November 24, 2015. As of June 30, 2016, 62 agencies had opted out of the Authority.

The following LA-RICS activity is anticipated for fiscal year 2016-2017:

- **Status of LMR and LTE Systems**

The LMR System contract was executed in August 2013 and LMR System work began in September 2013. System design activities continue and it is anticipated that the system will be completed in early 2020. The Authority anticipates that managing cash flow will be critical through this project. While the majority of the project is grant funded, the grantors require that expenditures be paid before they are reimbursed.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)  
For the Year Ended June 30, 2016**

The LTE Contract was executed in March 2014. The work on the LTE System began in fiscal year 2014-2015. It is anticipated that the LTE system will be primarily grant funded and cash flow should be sufficient, as the LTE grant will be managed on an advance basis. In December 2016, the LA-RICS Board of Directors approved an Amendment to the LTE Agreement with Motorola Solutions, Inc., which contemplated among other things, a no cost extension to the Warranty Period until March 2017.

- Amendment to the Broadband Engineering Contract

The contract with Televate for Broadband Engineering services was most recently amended in January 2017. In light of the LTE System no cost Warranty Period extension, it was necessary to amend the Broadband Engineering Contract to extend its term correspondingly to allow the Authority to have the continued broadband engineering support and assistance required to ensure that testing, optimization, and tuning of the LTE System is met in a manner consistent with the contractual requirements.

- Amendment to the Consultant Services Contract

The contract with Jacobs Project Management Co. (Jacobs) for Consultant Services was most recently amended in January 2017. The Authority executed the last amendment to allow Jacobs to continue assisting the Authority with the Warranty Period in light of the extension by providing continued project management services and to validate contract closeout documentation among other things.

- Extension of the BTOP Grant Expenditure Deadline

On September 30, 2015, the expenditure deadline for the BTOP grant was extended through fiscal year 2019-2020. This has allowed the Authority to request an additional \$37 million to be restored to the award, returning the award to the original \$154 million. If the additional award is approved, the DOC has stated that the match requirement will be returned to its original amount of 20%. The Authority has demonstrated that the match requirement can be met if and when the award is augmented.

**Contacting the Authority's Financial Management**

This financial report is designed to provide our citizens and other interested parties with a general overview of the Authority's finances and to demonstrate the Authority's accountability for the money it receives. If you have any questions about this report or need additional financial information, contact the County of Los Angeles, Department of Auditor-Controller, 500 West Temple Street, Room 525, Los Angeles, CA 90012.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

STATEMENT OF NET POSITION  
June 30, 2016

	<b>Governmental Activities</b>
<b>ASSETS</b>	
Cash and investments (Note 3)	\$ 371,661
Interest receivable	21,827
Accounts receivable (Note 4)	3,233,869
Prepaid expenses (Note 5)	73,455
Capital Assets (Note 6)	126,145,649
Total Assets	\$ 129,846,461
 <b>LIABILITIES</b>	
Accounts payable	\$ 1,725,919
Loans payable (Note 7)	1,808,667
Deferred revenue (Note 8)	2,467,666
Total Liabilities	6,002,252
 <b>NET POSITION</b>	
Net investment in capital assets	126,145,649
Unrestricted	(2,301,440)
Total Net Position	\$ 123,844,209

See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

STATEMENT OF ACTIVITIES  
For the Year Ended June 30, 2016

	Expenses	Program Revenues  Capital Grants and Contributions	Net (Expense) Revenue and Change in Net Position  Governmental Activities
<u>Functions/Programs</u>			
Governmental activities -			
Interoperable communications and safety programs	\$ 20,904,314	\$ 79,463,034	\$ 58,558,720
Total	\$ 20,904,314	\$ 79,463,034	58,558,720
General revenues:			
Investment income			170,192
Change in net position			58,728,912
Net position, beginning of year			65,115,297
Net position, end of year			\$ 123,844,209

See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**BALANCE SHEET  
June 30, 2016**

**ASSETS**

Cash and investments (Note 3)	\$ 371,661
Interest receivable	21,827
Accounts receivable (Note 4)	3,233,869
Prepaid expense (Note 5)	73,455
Total Assets	<u>\$ 3,700,812</u>

**LIABILITIES**

Accounts payable	\$ 1,725,919
Loans payable (Note 7)	1,808,667
Deferred revenue (Note 8)	2,467,666
Total Liabilities	<u>6,002,252</u>

**FUND BALANCE**

Unassigned	<u>(2,301,440)</u>
Total Fund Balance	<u>\$ (2,301,440)</u>

See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

RECONCILIATION OF THE GOVERNMENTAL FUND BALANCE SHEET TO THE  
GOVERNMENTAL ACTIVITIES STATEMENT OF NET POSITION

June 30, 2016

Fund balance - Interoperable Communications and Safety Programs (page 10)	\$ (2,301,440)
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Amounts reported for governmental activities in the statement of net position  
are different because:

Capital assets used in governmental activities are not current financial resources and therefore are not reported in the governmental balance sheet.	<u>126,145,649</u>
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Net Position of Governmental Activities (page 8)	<u><u>\$ 123,844,209</u></u>
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See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

STATEMENT OF REVENUES, EXPENDITURES, AND  
CHANGES IN FUND BALANCE  
For the Year Ended June 30, 2016

**Revenues**

Federal grants	\$ 71,241,354
Contribution from other governmental agencies	3,036,265
Local match (Note 10)	5,185,415
Interest income	170,192
Total revenues	79,633,226

**Expenditures**

Capital expenditures - telecommunication equipment	62,325,965
Consultants' services	10,785,167
County department services	4,287,755
Donated services (Note 10)	5,185,415
Rentals	183,637
Travel and transportation	133,836
Security services	48,986
Professional fees	29,166
Insurance	20,771
Utilities	56,368
Miscellaneous	147,829
Total expenditures	83,204,895

Deficit of revenues over expenditures	(3,571,669)
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Fund balance, beginning of year	1,270,229
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Fund balance, end of year	\$ (2,301,440)
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See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUE,  
EXPENDITURES, AND CHANGES IN FUND BALANCE TO THE  
GOVERNMENTAL STATEMENT OF ACTIVITIES  
June 30, 2016

Net Change in Fund Balance – Governmental Funds (page 12) \$ (3,571,669)

Amounts reported for governmental statement of activities are different because:

Governmental funds report capital outlay as expenditures. However, in the governmental statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. Additions to capital assets amounted to \$62,325,965 in the current period. 62,325,965

Depreciation expense on capital assets is reported in the governmental statement of activities, but does not require the use of current financial resources. Therefore, depreciation expense is not reported as expenditures in governmental funds. (25,384)

Change in Net Position of Governmental Activities (page 9) \$ 58,728,912

See accompanying notes to the basic financial statements.



**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS

June 30, 2016

NOTE 1 – REPORTING ENTITY

The Los Angeles Regional Interoperable Communications System Authority (Authority), a separate public entity, was created in May 2009 through a Joint Powers Agreement (JPA) between the County of Los Angeles, the City of Los Angeles, and eighty-five (85) other public agencies located in the greater Los Angeles Area. The Authority was created to exercise the powers shared in common by its members to engage in regional and cooperative planning and coordination of the governmental services to establish a wide-area interoperable public safety communications network.

During the first half of fiscal year 2015-2016, the Authority was governed by a fourteen (14) member Board of Directors which served without compensation. Following the membership opt-out period which ended on November 24, 2015, the Authority was governed by a ten (10) member Board of Directors which served without compensation. The 10 Board members consisted of the following:

1. County of Los Angeles, Chief Executive Officer
2. County of Los Angeles, Fire Chief
3. County of Los Angeles, Sheriff
4. County of Los Angeles, Department of Health Services Director
5. Los Angeles Area Fire Chief Association
6. Los Angeles County Police Chiefs Association
7. California Contract Cities Association
8. City of Inglewood (At Large)
9. City of Covina, Police Chief (At Large)
10. City of Signal Hill (At Large)

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basic Financial Statements

In accordance with Governmental Accounting Standards Board (GASB) 34, the basic financial statements consist of the following:

- Government-wide financial statements;
- Fund financial statements; and
- Notes to the basic financial statements.

Government-wide Financial Statements

The statement of net position and statement of activities display the financial activities of the Authority. These statements present the governmental activities of the Authority.

The statement of activities presents a comparison between direct expenses and program revenues for the Authority's governmental activities. Direct expenses are those that are specifically associated with a program and, therefore, are clearly identifiable to a particular program. Program revenues include capital grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues are presented instead as general revenues.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS

June 30, 2016

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Government-wide Financial Statements (Continued)

Net position is classified into the following three components: 1) net investment in capital assets; 2) restricted, and 3) unrestricted. At June 30, 2016, the net investment in capital assets net position balance was \$126,145,649 and the unrestricted net deficit was \$2,301,440.

Fund Financial Statements

The accounts of the Authority are organized on the basis of funds. A fund is defined as an independent fiscal and accounting entity wherein operations of each fund are accounted for in a separate set of self-balancing accounts that record resources, related liabilities, obligations, reserves and equity segregated for the purpose of carrying out specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations. Government resources are allocated to and for individual funds based on the purpose for which they are spent and means by which spending activities are controlled.

The Authority's General Fund is available for any authorized purpose and is used to account for and report all financial resources not accounted for and reported in another fund. Funding comes primarily from federal grants through the Department of Commerce, Broadband Technology Opportunities Program (BTOP) and the Department of Homeland Security, State Homeland Security Grant Program and contributions from the County of Los Angeles.

Basis of Accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place.

The General Fund is accounted for using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, revenues are available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred.

Capital Assets

Capital assets, consisting primarily of telecommunication equipment, are defined as assets with an initial individual cost of more than \$5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost when purchased or constructed. Costs include labor, materials, interest during construction, retirement plan contribution and other fringe benefits. Donated assets are recorded at estimated fair market value at the date of donation.

The cost of normal maintenance and repairs that do not add to the value of the assets or materially extend asset lives are not capitalized. Capital assets other than land are depreciated using the straight-line method over the estimated useful lives of the assets.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS  
June 30, 2016

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fund Balances

In the fund financial statements, the governmental funds report the classification of fund balance in accordance with GASB Statement No. 54 “Fund Balance Reporting and Governmental Fund Type Definitions.” The reported fund balances are categorized as nonspendable, restricted, committed, assigned, or unassigned based on the extent to which the Authority is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

Nonspendable Fund Balance – amounts that cannot be spent because they are either (a) not in spendable form, or (b) legally or contractually required to be maintained intact. The “not in spendable form” criterion includes items that are not expected to be converted to cash, for example: inventories and long-term notes receivable.

Restricted Fund Balance – amounts with constraints placed on their use that are either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation. Restrictions may effectively be changed or lifted only by changing the condition of the constraint.

Committed Fund Balance – amounts that can only be used for the specific purposes determined by a formal action of the Authority’s highest level of decision-making authority, the Authority’s Board. Commitments may be changed or lifted only by the Authority taking the same formal action that imposed the constraint originally. The underlying action that imposed the limitation needs to occur no later than the close of the fiscal year.

Assigned Fund Balance – amounts intended to be used by the Authority for specific purposes that are neither restricted nor committed. The intent can be established at either the highest level of decision making, or by a body or an official designated for that purpose.

Unassigned Fund Balance – the residual classification for the Authority’s General Fund that includes amounts not contained in other classifications. In other funds, the unassigned classification is used only if expenditures incurred for specific purposes exceed the amounts restricted, committed, or assigned to those purposes.

The Authority’s Board establishes, modifies, or rescinds fund balance commitments and assignments through the adoption of the budget and subsequent amendments that occur throughout the fiscal year.

In circumstances when an expenditure is made for a purpose for which amounts are available in multiple fund balance classifications, fund balance is generally depleted in the order of restricted, committed, assigned, and unassigned.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS

June 30, 2016

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue

Recognition of revenues arising from non-exchange transactions, which include revenues from grants and contributions, is based on the primary characteristic from which the revenues are received by the Authority. Grant funds are considered earned to the extent of expenditures made under the provisions of the grants.

Deferred inflow of resources arises when potential revenues do not meet both the measurable and availability criteria for recognition in the current period. Deferred inflow of resources also arises when the Authority receives resources before it has a legal claim to them, as when grant monies are received prior to the incurrence of qualified expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the Authority has a legal claim to the resources, the liability for deferred inflow of resources is removed from the balance sheet and revenue is recognized.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles in the United States requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from these estimates.

New Pronouncements Issued and Implemented

The following summarizes recent GASB pronouncements issued and implemented during fiscal year ended June 30, 2016 and their impact, if any, on the basic financial statements:

In February 2015, GASB issued Statement No. 72 “Fair Value Measurement and Application.” This standard is applicable primarily to investments made by state and local governments and defines fair value and describes how fair value should be measured, identifies the assets and liabilities that should be measured at fair value, and requires specific information about fair value to be disclosed in the financial statement. This new standard also expands note disclosures to categorize fair values according to their relative reliability. The requirements of this Statement are effective for fiscal years beginning after June 15, 2015. Implementation of the GASB Statement No. 72 did have an impact on the Authority’s financial statements for the fiscal year ended June 30, 2016. See Note 3.

In June 2015, GASB issued Statement No. 76 “The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments” which reduces the GAAP hierarchy from four categories under GASB Statement No. 55 to two categories. The first category consists of GASB Statements of Governmental Accounting Standards and the second category comprises GASB Technical Bulletins, Implementation Guides, and guidance from the AICPA. The most significant change is the raising of the level of authority of the Implementation Guides. The Statement also addresses the use of authoritative and non-authoritative literature in the event that the accounting treatment for a transaction or other event is not specified within a source of authoritative GAAP.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS

June 30, 2016

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

New Pronouncements Issued and Implemented (Continued)

These changes are intended to improve financial reporting for governments by establishing a framework for the evaluation of accounting guidance that will result in governments applying that guidance with less variation. GASB 76 will improve the usefulness of financial statement information for making decisions, assessing accountability, and enhancing the comparability of financial statement information among governments. The requirements of this Statement are effective for fiscal years beginning after June 15, 2015. Implementation of the GASB Statement No. 76 did not have an impact on the Authority's financial statements for the fiscal year ended June 30, 2016.

In December 2015, GASB issued Statement No. 79, "Certain External Investment Pools and Pool Participants." This Statement addresses accounting and financial reporting for certain external investment pools and pool participants. Specifically, it establishes criteria for an external investment pool to qualify for making the election to measure all of its investments at amortized cost for financial reporting purposes. This Statement establishes additional note disclosure requirements for qualifying external investment pools that measure all of their investments at amortized cost for financial reporting purposes and for governments that participate in those pools. The provisions of this Statement are effective for financial statements for reporting periods beginning after June 15, 2015. Implementation of the GASB Statement No. 79 did not have an impact on the Authority's financial statements for the fiscal year ended June 30, 2016.

NOTE 3 - CASH AND INVESTMENTS

The Authority's cash and investments are pooled and invested by the County of Los Angeles Treasurer and Tax Collector (Treasurer) and are subject to withdrawal from the pool upon demand. The Authority's share in this pool is displayed in the accompanying financial statements as cash and investments. Investment income earned by the pooled investments is allocated to the various funds based on the fund's average cash and investment balance, as provided by the California Government Code Section 53647. The Authority's cash and investment balance as of June 30, 2016 is \$371,661.

Investments are stated at fair value and are valued on a monthly basis. The Treasurer categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. Securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities. Securities classified in Level 2 of the fair value hierarchy are valued using other observable inputs such as matrix pricing techniques or based on quoted prices for assets in markets that are not active. Matrix Pricing is used to value securities based on the securities' relationship to benchmark quoted prices. Level 3 inputs are significant unobservable inputs. Securities classified in Level 3 are valued using the income approach such as discounted cash flow techniques. Investment in an external government investment pool is not subject to reporting within the level hierarchy.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS  
June 30, 2016

NOTE 3 - CASH AND INVESTMENTS (Continued)

Investment policies and associated risk factors applicable to the Authority are included in the County of Los Angeles' Comprehensive Annual Financial Report for the year ended June 30, 2016. Detailed deposit and investment risk disclosures are included in Note 5 of the County of Los Angeles' Comprehensive Annual Financial Report.

NOTE 4 – ACCOUNTS RECEIVABLE

Accounts receivable as of June 30, 2016 in the amount of \$3,233,869, represent \$852,612 receivable from the Department of Commerce for allowable Broadband Technology Opportunities Program (BTOP) expenditures, and receivable from the Department of Homeland Security for allowable State Homeland Security Grant Program (SHSGP) expenditures of \$766,072 and Urban Areas Security Initiative (UASI) Program expenditures of \$1,615,185, respectively.

NOTE 5 – PREPAID EXPENSES

Prepaid expenses as of June 30, 2016 in the amount of \$73,455, represent prepaid office rental of \$61,812 and unexpired insurance premiums of \$11,643.

NOTE 6 – CAPITAL ASSETS

Capital assets as of June 30, 2016 consist of the following:

	Balance at June 30, 2015	Increases	Decreases	Balance at June 30, 2016
<b>Governmental activities:</b>				
Capital assets, not being depreciated:				
Construction in progress-telecommunication equipment	\$ 63,661,877	\$ 62,325,965	\$ -	\$ 125,987,842
Total capital assets, not being depreciated	<u>63,661,877</u>	<u>62,325,965</u>	<u>-</u>	<u>125,987,842</u>
Capital assets, being depreciated:				
Office furniture and fixture	193,683	-	-	193,683
Less accumulated depreciation	<u>(10,492)</u>	<u>(25,384)</u>	<u>-</u>	<u>(35,876)</u>
Total capital assets, being depreciated	<u>183,191</u>	<u>(25,384)</u>	<u>-</u>	<u>157,807</u>
Governmental activities capital assets, net	<u>\$ 63,845,068</u>	<u>\$ 62,300,581</u>	<u>\$ -</u>	<u>\$ 126,145,649</u>

Depreciation expense for the government activities during fiscal year 2015-2016 was \$25,384.

NOTE 7 – LOANS PAYABLE

The initial funding of the Authority's start-up and operational costs was provided through a cash operating loan from the County of Los Angeles. This loan bears no interest and has no definite repayment schedule. The balance of this loan as of June 30, 2016 was \$1,808,667.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS  
June 30, 2016

NOTE 8 – DEFERRED REVENUE

Deferred revenue as of June 30, 2016 in the amount of \$2,467,666, represent BTOP, SHSGP and UASI program expenditures of \$124,085, \$734,165, and \$1,609,416, respectively. These program expenditures have not yet been submitted for reimbursement with the funding agencies.

NOTE 9 – OFFICE LEASE

The Authority leases 8,335 square feet of office space in a building located in Monterey Park, California. The operating lease agreement is for seven (7) years commencing on October 15, 2014. Rent expense under this operating lease during fiscal year 2015-2016 was \$183,637.

As of June 30, 2016, future minimum payments of the operating lease are as follows:

Fiscal Year Ending June 30:	
2017	\$ 189,378
2018	195,059
2019	200,911
2020	206,938
2021	213,146
2021-2022	<u>62,700</u>
	<u>\$ 1,068,132</u>

NOTE 10 – LOCAL MATCH

The BTOP grant requires the Authority to provide, from non-federal sources not less than 20% of the total project cost. This amount was reduced to 15.05% on May 1, 2015. Matching funds can be in the form of either cash or in-kind contributions. The Authority has recorded the in-kind contributions and donated services in the amount of \$5,185,415 for the year ended June 30, 2016.

NOTE 11 – COMMITMENTS AND CONTINGENCIES

The Authority prepared a funding plan to allow for the ongoing operation of the LMR and LTE systems and the administration of the Authority on an ongoing basis after the systems were operational. It required, among other things, for the member agencies to share in the ongoing costs. The member agencies were allowed to opt-out of the Authority by November 24, 2015. As of June 30, 2016, 62 agencies had opted out of the Authority.

NOTE 12 – CONTINGENT LIABILITIES

The Authority is aware of potential claims that may be filed against them. The outcome of these matters is not presently determinable, but the resolution of these matters is not expected to have a significant impact on the financial condition of the Authority.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS

June 30, 2016

NOTE 13 – SUBSEQUENT EVENTS

In preparing these financial statements, the Authority has evaluated events and transactions for potential recognition or disclosure through January 3, 2017, the date the financial statements were issued.

On September 30, 2015, the House voted 277-151 to approve H.R. 719, a Continuing Resolution (CR) that will fund the government through December 11, 2015. Section 121 of H.R. 719 includes language that extends the expenditure deadline for Broadband Technology Opportunities Program (BTOP) grant recipients, including LA-RICS, through fiscal year 2019-2020. Without this provision, the Authority would have had to return its unspent BTOP funds to the Federal Treasury. This now allows the Authority to request an additional \$37 million be restored to the award, returning the award to the original \$154 million. If the additional award is approved, the match requirement will be returned to its original amount of 20%, unless a reduction is approved by the DOC. The Authority has submitted a request to the DOC for the additional \$37 million. The request is pending their review and approval.



**REQUIRED SUPPLEMENTARY INFORMATION**

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**  
STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL (UNAUDITED)  
FOR THE YEAR ENDED JUNE 30, 2016

	Budget Amounts		Actual	Variance with Final Budget
	Original	Final		
Revenues:				
Federal grants	\$ 131,813,000	\$ 118,479,000	\$ 71,241,354	\$ (47,237,646)
Contribution from other governmental agencies	2,638,000	2,638,000	3,036,265	398,265
Local match (Note 10)	1,808,000	1,808,000	5,185,415	3,377,415
Interest income	-	-	170,192	170,192
Total revenue	<u>136,259,000</u>	<u>122,925,000</u>	<u>79,633,226</u>	<u>(43,291,774)</u>
Expenditures:				
Consultant' services	128,396,000	115,062,000	10,785,167	104,276,833
Donated services (Note 10)	-	-	5,185,415	(5,185,415)
County department services	5,747,500	5,747,500	4,287,755	1,459,745
Building rentals	285,000	285,000	183,637	101,363
Travel and transportation	200,000	200,000	133,836	66,164
Utilities	-	-	56,368	(56,368)
Security services	-	-	48,986	(48,986)
Professional fees	25,000	25,000	29,166	(4,166)
Supplies	200,000	200,000	-	200,000
Insurance premiums	1,155,000	1,155,000	20,771	1,134,229
Miscellaneous	150,500	150,500	147,829	2,671
Capital expenditures	100,000	100,000	62,325,965	(62,225,965)
Total expenditures	<u>136,259,000</u>	<u>122,925,000</u>	<u>83,204,895</u>	<u>39,720,105</u>
Excess of revenues over expenditures	-		(3,571,669)	(3,571,669)
Fund balance, beginning of year			<u>1,270,229</u>	<u>1,270,229</u>
Fund balance, end of year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (2,301,440)</u>	<u>\$ (2,301,440)</u>

See accompanying notes to the required supplementary information.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION  
JUNE 30, 2016

BUDGETARY DATA

The Authority adopts an annual budget on a basis consistent with accounting principles generally accepted in the United States of America and utilizes an encumbrance system as a management control technique to assist in controlling expenditures and enforcing revenue provisions. Under this system, the current year expenditures are charged against appropriations. Accordingly, actual revenues and expenditures can be compared with related budget amounts without any significant reconciling items.

**AUDIT OF FEDERAL AWARDS PROGRAMS**

**INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON  
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of  
The Los Angeles Regional Interoperable Communications System Authority

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Los Angeles Regional Interoperable Communications System Authority (Authority) as of and for the year ended June 30, 2016 and the related notes to the financial statements and have issued our report thereon dated January 3, 2017.

***Internal Control over Financial Reporting***

In planning and performing our audit of the financial statements, we considered the Authority’s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority’s internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority’s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### ***Compliance and Other Matters***

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance.

*BCA Watson Rice, LLP*

Torrance, California  
January 3, 2017

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR  
FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE;  
AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
REQUIRED BY UNIFORM GUIDANCE**

To the Board of Directors of  
The Los Angeles Regional Interoperable Communications System Authority

**Report on Compliance for Each Major Federal Program**

We have audited the Los Angeles Regional Interoperable Communications System Authority's (Authority) compliance with the types of compliance requirements described in the U.S. *Office of Management and Budget (OMB) Compliance Supplement* that could have a direct and material effect on each of the Authority's major federal programs for the year ended June 30, 2016. The Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

***Auditor's Responsibility***

Our responsibility is to express an opinion on compliance for each of the Authority's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Authority's compliance.

### ***Opinion on Each Major Federal Program***

In our opinion, the Authority complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2016.

### **Report on Internal Control over Compliance**

Management of the Authority is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Authority's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program as a basis for designing auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### **Purpose of this Report**

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

### **Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance**

We have audited the financial statements of the Authority as of and for the year ended June 30, 2016, and have issued our report thereon dated January 3, 2017, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the



financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditure of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

*BCA Watson Rice, LLP*

Torrance, CA  
January 3, 2017

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
For the Year Ended June 30, 2016**

Federal Grantor/Pass-Through Grantor / Program Title	CFDA Number	Grant Amount	Grant Period	Total Expenditures
<b>FEDERAL</b>				
<u>U.S. Department of Commerce/National Telecommunications and Information Administration</u>				
<i>Direct Program</i>				
Broadband Technology Opportunities Program (BTOP) – ARRA	11.557*	\$ 117,142,137	9/1/10 - 03/31/17	\$ 53,829,500
<u>U.S. Department of Homeland Security</u>				
<i>Passed through the County of Los Angeles</i>				
Homeland Security Grant Program - 2014	97.067*	200,000	09/01/14-05/11/16	199,342
<u>U.S. Department of Homeland Security</u>				
<i>Passed through the City of Los Angeles</i>				
Homeland Security Grant Program – 2011	97.067*	18,227,386	06/06/12-05/13/16	<u>17,212,512</u>
Total Federal Expenditures				<u>\$ 71,241,354</u>

\* Major Program

See accompanying notes to the schedule of expenditures of federal awards.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
For the Year Ended June 30, 2016**

**NOTE 1 – BASIS OF PRESENTATION**

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the Los Angeles Regional Interoperable Communications System Authority and is presented using the modified accrual basis of accounting. The information in this schedule is presented in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). The Authority has elected not to use the 10% de minimis indirect cost rate as covered in §200.414 Indirect (F&A) costs. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

**NOTE 2 – SUBRECIPIENTS**

The Authority has no sub-recipients for the year ended June 30, 2016.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
For the Year Ended June 30, 2016**

**SECTION I – SUMMARY OF AUDITOR’S RESULTS**

**A - Financial Statements**

- |  |               |
|--|---------------|
| 1) Type of auditor’s report issued:  | Unmodified    |
| 2) Internal control over financial reporting:  |               |
| a) Material weakness (es) identified?  | No            |
| b) Significant deficiency (ies) identified not considered to be material weaknesses? | None reported |
| 3) Noncompliance material to financial statements noted?                             | No            |

**B - Federal Awards**

- |   |               |
|---|---------------|
| 1) Type of auditor’s report issued on compliance for major programs:                                  | Unmodified    |
| 2) Internal control over major programs:  |               |
| a) Material weakness(es) identified?  | No            |
| b) Significant deficiency(ies) identified not considered material weakness(es)?                       | None reported |
| 3) Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? | No            |

**LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
For the Year Ended June 30, 2016

SECTION I – SUMMARY OF AUDITOR’S RESULTS (Continued)

B - Federal Awards (Continued)

4) Identification of major program:

CFDA Number(s)	Name of Federal Program
11.557	Broadband Technology Opportunities Program (BTOP) – ARRA
97.067	State Homeland Security Grant Program - 2014
97.067	State Homeland Security Grant Program - 2011

5) Dollar threshold used to distinguish between  
Type A and Type B programs: \$2,137,241

6) Auditee qualified as low-risk auditee? Yes

SECTION II – FINANCIAL STATEMENT FINDINGS

None reported.

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None reported.

SECTION IV – PRIOR YEAR FINDINGS AND QUESTIONED COSTS

None reported.



**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

March 2, 2017

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

Dear Directors:

**LA-RICS VISION AND MISSION STATEMENT**

**SUBJECT**

Approval is requested of the Enclosed Draft LA-RICS Vision and Mission Statement.

**RECOMMENDED ACTION**

It is recommended that your Board approve the enclosed LA-RICS Vision and Mission Statement for use effective immediately.

**BACKGROUND**

The Interim Executive Director's Assessment provided to your Board on September 8, 2016, included, among other items, the goal of developing a Vision and Mission Statement for LA-RICS. The enclosed draft statements are provided to your Board for discussion, comment and approval. If the Board also desires that staff bring back draft goals for the Board's consideration, it may direct staff to do so.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to finalize the LA-RICS Vision and Mission statement for immediate use.

**FISCAL IMPACT/FINANCING**

There is no fiscal impact.

**AGENDA ITEM G**

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Counsel to the Authority has reviewed the recommended action and Draft LA-RICS Vision and Mission Statement.

**CONCLUSION**

On behalf of the Authority, the Interim Executive Director will issue the final approved LA-RICS Vision and Mission Statement.

Respectfully submitted,



JOHN RADELEFF  
INTERIM EXECUTIVE DIRECTOR

SOC:pl

c: Counsel to the Authority

Draft 022217



*Transforming the way public safety communicates*

## **VISION**

A unified regional voice and data system providing unparalleled interoperable communications and mobile capabilities for public safety responders.

## **MISSION**

To transform public safety communications through the integration of voice and data technologies that allow interoperable communication in any form, using any type of device, on any frequency, in all areas throughout the greater Los Angeles region on a single, modern platform with exceptional reliability. To look beyond the traditional views of communication by pursuing innovative solutions that enable improved effectiveness, safety and coordination among police, fire, EMS and secondary responders serving our communities. To pursue our vision with passion, purpose and pride.





## 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

March 2, 2017

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

Dear Directors:

### **APPROVE AMENDMENT NO. 21 FOR AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS) PUBLIC SAFETY BROADBAND NETWORK**

#### **SUBJECT**

Board approval is requested to authorize the Interim Executive Director to execute Amendment No. 21 to Agreement No. LA-RICS 008 for the Public Safety Broadband Network (PSBN) to extend the warranty period as recommended below.

#### **RECOMMENDED ACTIONS**

It is recommended that your Board:

1. Approve Amendment No. 21 to Agreement No. LA-RICS 008 for the PSBN with Motorola Solutions, Inc. (Motorola), in substantially similar form to the Enclosure, which revises the Agreement to extend the Warranty Period on a month-to-month basis, at no additional cost to the Authority.
2. Authorize the first month Warranty Period extension to commence on April 1, 2017, and expire on April 30, 2017, in order to complete ongoing Work within this period.
3. Delegate Authority to the Executive Director to approve subsequent month-to-month Warranty Period extensions, if any, that are mutually agreed upon by both parties, via an Amendment substantially similar in form to the Enclosed Amendment.

**AGENDA ITEM H**

4. Delegate authority to the Interim Executive Director to execute Amendment No. 21 in substantially similar form to the enclosed Amendment.

## **BACKGROUND**

In 2015, the United States Congress passed a bill which was signed by the President that extended the expenditure deadline for Broadband Technology Opportunities Program (BTOP) recipients, including LA-RICS, through the Federal Fiscal-Year 2020. This extension permitted LA-RICS to work with the federal grantor to continue efforts on initial buildout and subsequent close out period and the Authority is in the midst of such close out.

On August 23, 2016, the Interim Executive Director recommended, and the Oversight Committee approved, Amendment No. 18 to PSBN Agreement No. LA-RICS 008 with Motorola, which contemplated, among other things, a no-cost extension to the PSBN Warranty Period until December 31, 2016.

On December 12, 2016, your Board approved Amendment No. 19, which contemplated among other things, another no-cost extension to the PSBN Warranty Period until March 30, 2017.

This recommended action seeks your Board's approval to further extend the Warranty Period on a month-to-month basis at no additional cost to allow for close out of the PSBN Warranty Period.

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

Approval of the recommended actions will authorize the Interim Executive Director to execute an amendment to the PSBN Agreement to reflect an (a) extension to the Warranty Period on a month-to-month basis, at no additional cost; (b) authorize the first month to commence on April 1, 2017, and expire on April 30, 2017; and (c) delegate authority to the Executive Director to approve subsequent month-to-month Warranty Period extensions, if any, that are mutually agreed upon by both parties, via an Amendment.

It is necessary to extend the PSBN Warranty period on a month-to-month basis with the extension period commencing on April 1, 2017, and expiring on April 30, 2017, in order to complete ongoing Warranty Period closeout activities, in particular, PSBN Upgrades and delivery of site and System Documentation. Such PSBN Upgrades require a certain level of validation by the Authority and its subject matter experts and such validation is necessary to ensure that the Authority is prepared to close out the PSBN Warranty Period and proceed into the PSBN Maintenance.

Understanding that the PSBN Upgrade and validation of the same as well as the operational audit may extend beyond a months' time, the request is before you to delegate authority to the Executive Director to approve subsequent month-to-month Warranty Period extensions, if necessary, that are mutually agreed upon by both parties. If such Warranty Period extensions are necessary, an Amendment will be executed in substantially similar form to the enclosed Amendment to contemplate such month-to-month extensions.

With respect to the PSBN Maintenance, the Authority will be presenting your Board with recommended action regarding PSBN Maintenance in the near future once the PSBN Warranty Period is approaching completion.

**FISCAL IMPACT/FINANCING**

The activities contemplated in Amendment No. 21 do not have a fiscal impact.

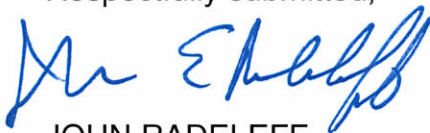
**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Authority's counsel has reviewed the recommended actions.

**CONCLUSION**

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

Respectfully submitted,



JOHN RADELEFF  
INTERIM EXECUTIVE DIRECTOR

JA:pl

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Enclosure

c: Counsel to the Authority

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

Recitals

This Amendment Number Twenty-One (together with all exhibits, attachments, and schedules hereto, ("Amendment No. 21") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of March \_\_\_\_\_, 2017, based on the following recitals:

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

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

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

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

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

WHEREAS, the Agreement has been previously amended by Amendment Number Five, effective September 24, 2014, to exercise the Unilateral Option for all Work

pertaining to Phase 4, PSBN Implementation, including Phase 4 Work for Additive Alternate 1 (Home Subscriber Server) and Additive Alternate 2 (Redundant Evolved Packet Core), to install, optimize, test, commission, and deploy all or such portion of the PSBN as authorized by the Authority via notices to proceed, and to make other certain changes as reflected in Amendment No. 5.

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

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

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

WHEREAS, the Agreement has been previously amended by Amendment Number Nine, effective March 23, 2015, to (a) make changes necessary to reflect the removal of twenty-four (24) PSBN Sites and all the Work and equipment associated with the removal of these sites; (b) make changes necessary to reflect the addition of six (6) PSBN Sites and all the Work and equipment associated with the addition of these sites and exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) for these six (6) PSBN Sites; (c) make changes necessary to reflect Phase 1 Work, site design visit for one (1) potential PSBN System Site; (d) to reduce the Maximum Contract Sum by \$7,324,405 from \$166,254,679 to \$158,930,274; and (e) to make certain other changes reflected in Amendment No. 9.

WHEREAS, the Agreement was previously amended by Amendment Number Ten, effective June 25, 2015, to (a) make changes necessary to remedy certain miscalculations reflected in Amendment No. 9 resulting in a reduction in the amount by \$280,622; (b) make changes necessary to reflect the inclusion of Phase 1 (System Design) Work for fifteen (15) Cell-on-Wheels (COWs) as set forth in Exhibit C (Schedule of Payments) attached to Amendment No. 10, and exercise the Unilateral Option for all Work Pertaining to Phase 1 (System Design) for the COWs in the amount of \$411,981; (c) make changes necessary to reflect construction restoration Work for thirty (30) PSBN Sites to return the sites to preconstruction conditions in the amount of \$2,321,257; (d) make changes necessary to reflect the inclusion of fiber optic equipment and related Work for the County of Los Angeles and the City of Los Angeles to allow for interconnectivity among the agencies and the PSBN in the amount of \$1,275,000; (e) to increase the Maximum Contract Sum by \$3,727,616 (\$4,008,238 - \$280,622) from \$158,930,274 to \$162,657,890; and (f) to make certain other changes as set forth in Amendment No. 10.

WHEREAS, the Agreement was previously amended by Amendment Number Eleven, effective July 16, 2015, to (a) make changes necessary to reflect the inclusion of one (1) PSBN Site and all Work and equipment associated with the addition of this site in the amount of \$336,081 as set forth in Exhibit C (Schedule of Payments) attached to this Amendment No. 11; (b) make changes necessary to reflect the inclusion of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) Work for fifteen (15) COWs in the amount of \$3,244,880 as set forth in Exhibit C (Schedule of Payments) attached to this Amendment No. 11; (c) exercise the Unilateral Options for all Work Pertaining to Phase 1 (System Design) for one (1) PSBN Site (PASDNP) and Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) for the one (1) PSBN Site and the fifteen (15) COWs; and (d) to increase the Maximum Contract Sum by \$3,580,961 from \$162,657,890 to \$166,238,851. The parties acknowledged that the Maximum Contract Sum would be adjusted down accordingly in future amendments reducing the scope of the PSBN Project.

WHEREAS, the Agreement was previously amended by Amendment Number Twelve, effective August 13, 2015, to (a) account for the removal of forty-two (42) sites from the scope of the PSBN; (b) make changes necessary to reflect the removal of tower foundations from seven (7) PSBN Sites as part of construction restoration Work to return the sites to preconstruction conditions in the amount of \$37,607; (c) make changes necessary to include construction restoration Work for one (1) PSBN Site (LASDCVS) to return the site to preconstruction conditions in the amount of \$19,800; (d) make changes necessary to reflect the inclusion and purchase of 5,000 Universal Integrated Circuit Cards (UICC) in the amount of \$245,000; (e) make changes necessary to reflect the inclusion and purchase of five (5) CISCO routers and five (5) corresponding units of data service in the amount of \$17,500; (f) make changes necessary to reflect site construction changes in the amount of \$150,740 (g) make changes necessary to remedy certain miscalculations in cost in the amount of \$165,422; (h) make the changes necessary to reflect a cost reduction for forty-two (42) terminated PSBN Sites in the amount of \$12,989,223; (i) resulting in a reduction in the Maximum Contract Sum by \$12,353,154

(\$12,989,223 – \$636,069 when taking the above cost increases into consideration) from \$166,238,851 to \$153,885,697; and (j) to make other certain changes as set forth in Amendment No. 12.

WHEREAS, the Agreement was previously amended by Amendment Number Thirteen, effective September 4, 2015, to (a) account for the removal of seventy-seven (77) PSBN Sites from the scope of the PSBN; (b) account for the replacement of one (1) PSBN Site (LAPP001 replacing LAFD049) and the equipment and Work associated with the replacement of this site with an increased amount of \$404,053; (c) reconcile microwave equipment to align with the final backhaul design with an increased amount of \$813,381; (d) identify equipment for PSBN Sites that have since been dropped from the PSBN design where such equipment had already been ordered, manufactured and/or delivered and installed with an increased amount of \$10,727,207; (e) make changes necessary to reflect site construction changes with an increased amount of \$482,923; (f) make changes necessary to remedy certain miscalculations resulting in a cost reduction of \$25,854; (g) make changes necessary to reflect various site reconciliations and corresponding adjustments resulting in a cost reduction of \$6,304,207; (h) make changes necessary to reflect a cost reduction for seventy-seven (77) terminated PSBN Sites in the amount of \$30,511,394; (i) all actions decreasing the Maximum Contract Sum by \$24,413,891 (\$36,841,455 – \$12,427,564 when taking the above cost increases and reductions into consideration) from \$153,885,697 to \$129,471,804; and (j) to make other certain changes as set forth in Amendment No. 13.

WHEREAS, the Agreement was previously amended by Amendment Number Fourteen, effective October 9, 2015, to (a) reconcile spare equipment required for the continued operation and support of the PSBN for an increased amount of \$1,214,021; (b) reconcile equipment necessary for the fifteen (15) Cell-On-Wheels (COWs) for an increased amount of \$2,157,669; (c) make changes necessary to reflect site construction changes for an increased amount of \$80,220; (d) reconcile excess equipment for a decreased amount of \$24,229; and (e) all actions increasing the Maximum Contract Sum by \$3,427,681 (\$1,214,021 + \$2,157,669 + \$80,220 - \$24,229) from \$129,471,804 to \$132,899,485; and (e) to make other certain changes as set forth in the Amendment No. 14.

WHEREAS, the Agreement was previously amended by Amendment Number Fifteen, effective December 21, 2015, to settle the Contractor Claims, including the dispute over the project management fees and any and all other claims for additional compensation above the current Maximum Contract Sum that Contractor or its subcontractors may have against the Authority relating to any Work that has been performed or is required to be performed under the PSBN Agreement, increasing the Maximum Contract Sum by \$10,685,472 from \$132,899,485 to \$143,584,957.

WHEREAS, the Agreement was previously amended by Amendment Number Sixteen, effective March 15, 2016, to include all Work related to additional Radio Frequency (RF) Emissions testing at twelve (12) PSBN Sites increasing the Maximum Contract Sum by \$3,300 from \$143,584,957 to \$143,588,257.

WHEREAS, the Agreement was previously amended by Amendment Number Seventeen, effective May 4, 2016, to make the changes necessary to reflect the termination of Waterway Coverage Testing, Freeway Coverage Testing, Special Operational Testing, and PSBN Burn-In Testing, which decreased the Maximum Contract Sum by \$931,936, from \$143,588,257 to \$142,656,321.

WHEREAS, the Agreement was previously amended by Amendment Number Eighteen, effective August 31, 2016, to make changes necessary to (a) extend the Warranty Period until December 31, 2016, at no additional cost; (b) reflect the reconciliation of excess equipment for a decreased amount of \$600,502; (c) reflect the reconciliation of spare equipment for a decreased amount of \$768,027, (d) make changes necessary to reconcile the cost of LASDCVS to reflect costs for that were inadvertently omitted for construction Work performed that was not included as part of restoration and has not been paid to date for an increased amount of \$62,969, (e) make changes necessary to correct certain administrative errors for an increased amount of \$25,964; (f) to make other certain changes as set forth in the Amendment No. 18; and (g) decrease the Maximum Contract Sum by \$1,279,596, [(-\$600,502) + (-\$768,027) + \$62,969 + \$25,964)], when taking the above cost increases and reductions into consideration from \$142,656,321 to \$141,376,725.

WHEREAS, the Agreement was previously amended by Amendment Number Nineteen, effective December 21, 2016, to make changes necessary to (a) extend the Warranty Period until March 31, 2017, at no additional cost; (b) make changes necessary to upgrade the Authority's Deployable Vehicle (System on Wheels), which includes the requisite services, equipment, material, configuration, installation, provide backup power, antenna storage and mounts, fiber connectivity and backhaul services, and related Work to support Special Events for an increase in the amount of \$235,768; (c) reflect a reduction in Training as certain Training courses will not be provided to the Authority for a decrease in the amount of \$200,000; (d) reflect a reduction in Wide Area Coverage Testing as it is no longer necessary for a decrease in the amount of \$2,153,150; (e) reflect Optimization Work necessary to account for extended Optimization efforts for an increase in the amount of \$550,000; (f) to make other certain changes as set forth in this Amendment No. 19; and (g) decreasing the Maximum Contract Sum by \$1,567,382 (\$235,768 - \$200,000 - \$2,153,150 + \$550,000), when taking the cost increases and decreases into consideration, from \$141,376,725 to \$139,809,343.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty, effective \_\_\_\_\_ 2017, to make changes necessary to (a) reflect the relocation of certain equipment (towers, generator fuel tanks, tower hardware, etc.) from the Southern California Edison (SCE) Mesa Substation site to the County of Los Angeles Fire Departments Del Valle Training Facility as the original storage site is no longer available after March 15, 2017, for an increase in the amount of \$208,338; (b) make other certain changes as set forth in Amendment No. 20; and (c) increase the Maximum Contract Sum by \$208,338 from \$139,809,343 to \$140,017,681.

WHEREAS, the Authority and Contractor desire to further amend the Agreement to make changes necessary to (a) extend the Warranty Period on a month-to-month



basis, at no additional cost; (b) with the first month commencing on April 1, 2017, and expiring on April 30, 2017; and (c) agree and acknowledge that subsequent month-to-month Warranty Period extensions, if any, will be mutually agreed upon by both parties.

This Amendment No. 21 is authorized under Section 2 (Changes to Agreement) of the Agreement.

NOW THEREFORE, for full and valuable consideration, and based upon the foregoing recitals, and the terms, conditions, covenants and agreements contained herein, the Settling Parties agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Base Document. Unless otherwise noted, section references in this Amendment No. 21 refer to sections of the Base Document and its Exhibits, as amended by this Amendment No. 21.

2. Amendments to Base Document.

Section 15.2.1.3 within Section 15.2.1 (Warranties) of the Base Document is deleted in its entirety and replaced with the following:

15.2.1.3 a. Warranty Period: The "Warranty Period" for each of the warranties set forth in Sections 15.2.1.1 and 15.2.1.2 shall commence on the date on which Contractor achieves the first Implementation Phase Acceptance and shall continue until March 31, 2017, at no additional cost.

b. Effective April 1, 2017, the Warranty Period shall be extended on a month-to-month basis at no additional cost, with the first month commencing on April 1, 2017 and expiring on April 30, 2017.

c. Both parties agree and acknowledge that subsequent month-to-month Warranty Period extensions, if any, will be mutually agreed upon by both parties and will be exercised via an Amendment.

3. This Amendment No. 21 shall become effective as of the date identified in the recitals, which is the date upon which:

3.1 An authorized agent of Contractor has executed this Amendment No. 21;

3.2 Los Angeles County Counsel has approved this Amendment No. 21 as to form;

3.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority to execute this Amendment No. 21; and

- 3.4 The Executive Director of the Authority has executed this Amendment No. 21.
4. 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.
  5. Contractor and the person executing this Amendment No. 21 on behalf of Contractor represent and warrant that the person executing this Amendment No. 21 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 21, and that all requirements of Contractor to provide such actual authority have been fulfilled.
  6. 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.

\* \* \*

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

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

MOTOROLA SOLUTIONS, INC.

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

John Radeleff  
Interim Executive Director

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

Norm Folger  
Motorola Project Director

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

MARY C. WICKHAM  
County Counsel

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

Truc L. Moore  
Principal Deputy County Counsel



## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

JOHN RADELEFF  
INTERIM EXECUTIVE DIRECTOR

March 2, 2017

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

Dear Directors:

### **APPROVE AMENDMENT NO. 25 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM – LAND MOBILE RADIO SYSTEM**

#### **SUBJECT**

Board approval is requested to execute Amendment No. 25 to revise Agreement No. LA-RICS 007 (Agreement) to contemplate the reconciliation of five (5) Land Mobile Radio (LMR) System Sites and include three (3) LMR System Sites into the scope of Phases 2, 3, and 4 to align with the updated LMR System Design and increase the Maximum Contract Sum accordingly.

#### **RECOMMENDED ACTIONS**

It is recommended that your Board:

1. Make the following findings:
  - a. Find that (a) approval of the changes necessary to reflect the reconciliation of three (3) LMR System Sites (LA-RICS Headquarters (LARICSHQ), Whitaker Middle Peak (WMP), and Whitaker Ridge (WTR)) to align with the updated LMR System Design is within the scope of the Final Environmental Impact Report (EIR) for the Los Angeles Regional Interoperable Communications System (LA-RICS) LMR System, which was previously certified under the California Environmental Quality Act (CEQA) on March 29, 2016; and (b) there are no changes to the project at these sites or to the circumstances under which the project is undertaken that require revisions

**AGENDA ITEM I**

to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects; and (c) no new environmental document is required.

- b. Find that (a) approval of the changes necessary to reflect the reconciliation of two (2) LMR System Sites (Claremont (CLM) and Los Angeles County Fire Department Del Valle Training Camp (LACFDEL)), to align with the updated LMR System Design is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at these two (2) sites, which your Board previously found statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System project, and categorically exempt under CEQA pursuant to Guidelines section 15301 (existing facilities), 15303 (new construction or conversion of small structures) and 15304 (minor alterations to land).
  - c. Find that the inclusion of three (3) LMR System Sites (Baldwin Hills County (BHS), Los Angeles County Department of Public Works Pump Station 38 (DPW38), and Rancho Palos Verdes (RPV1)) into Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), and Phase 4 (LMR System Implementation) and exercising of the Unilateral Options to align with the updated LMR System Design is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at these three (3) sites, which your Board previously found statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System project, and categorically exempt under CEQA pursuant to Guidelines section 15301 (existing facilities), 15303 (new construction or conversion of small structures) and 15304 (minor alterations to land).
2. Approve Amendment No. 25 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect the following:
    - a. Reconciliation of five (5) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$330,670.
    - b. Inclusion of three (3) LMR System Sites into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral

Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$4,684,205.

3. Authorize an increase to the Maximum Contract Sum by \$4,353,535, from \$288,845,314 to \$293,198,849 when taking the cost increase and decrease into consideration.
4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 25.
5. Delegate authority to the Interim Executive Director to execute Amendment No. 25, in substantially similar form, to the enclosed Amendment (Enclosure).

### **BACKGROUND**

The Authority continues to work closely with Motorola on the reconciliation of sites to align with the LMR System redesign. As this is an iterative process, the ongoing design work has resulted in the need to reconcile certain Work, equipment, and corresponding costs for certain LMR System Sites to reflect the updated design. This Amendment No. 25 reflects the most recent set of sites that have been reconciled and included into the scope of Phases 2, 3, and 4.

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

Approval of the recommended actions reflects amending the Agreement to (a) contemplate the reconciliation of five (5) Land Mobile Radio (LMR) System Sites to align with the updated LMR System Design; (b) include three (3) LMR System Sites into the scope of Phases 2, 3, and 4 and exercise the Unilateral Options accordingly to align with the updated LMR System Design; and (c) increase the Maximum Contract Sum for these actions in the amount of \$4,353,535.

As a result of the membership opt outs and redesign efforts to date, it is necessary to reconcile the Work and equipment at five (5) LMR System Sites, contemplated in Table 1 below. Such reconciliations include, but are not limited to, changes in the type of antenna support structure, shelter, generator, battery, etc. Further, the redesign has necessitated changes in the equipment counts and configuration (e.g. antennas, bay stations, equipment racks, and other auxiliary communications equipment) at particular sites.

TABLE 1: RECONCILIATION OF LMR SYSTEM SITES		
Item No.	Site ID	Site Description
1.	CLM	Claremont
2.	LACFDEL	Los Angeles County Fire Department Del Valle Training Camp
3.	LARICSHQ	LA-RICS Headquarters
4.	WMP	Whitaker Middle Peak
5.	WTR	Whitaker Ridge

Additionally, it is necessary to include three (3) LMR System Sites, as reflected in Table 2 below, into the scope of Phases 2, 3, and 4 to align with the updated LMR System Design. These three (3) LMR System Sites serve as replacement sites for sites that were previously removed from the scope of the project as a result of the membership opt outs and redesign efforts to date.

TABLE 2: INCLUSION OF LMR SYSTEM SITES		
Item No.	Site ID	Site Description
1.	BHS	Baldwin Hills County
2.	DPW38	Los Angeles County Department of Public Works Pump Station 38
3.	RPV1	Rancho Palos Verdes

**FISCAL IMPACT/FINANCING**

The activities contemplated in Amendment No. 25 will increase the Maximum Contract Sum by \$4,353,535, from \$288,845,314 to \$293,198,849 when taking the cost increase and decrease into consideration, and shall be fully reimbursed by the Urban Areas Security Initiative (UASI) grant.

**ENVIRONMENTAL DOCUMENTATION**

The environmental impacts of the project at the three (3) LMR System Sites (LARICSHQ, WMP, and WTR) contemplated for reconciliation were evaluated in the EIR prepared by the LA-RICS Authority for the LMR System. On March 29, 2016, your Board certified the Final EIR for the LMR System in compliance with CEQA, made findings with respect to the environmental impacts of the project, and adopted the Mitigation Monitoring Program (MMP) as a condition of approval for the project. The currently recommended actions related to these three (3) LMR System Sites are within the scope of the impacts analyzed in the previously certified Final EIR and the Board's previous environmental findings, There have been no changes to the impact analyzed or to the circumstances under which the project is undertaken for these three (3) LMR System Sites that would require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects

pursuant to Public Resources Code section 21166 or CEQA Guidelines sections 15162 and 15163. The previously adopted MMP will continue to apply.

As the CEQA lead agency, the Authority previously determined on November 10, 2014 (CLM and LACFDEL) and December 12, 2016 (BHS, DPW38, and RPV1) that design, construction, implementation, operation, and maintenance of LMR System infrastructure at these five (5) LMR System Sites (CLM, LACFDEL, BHS, DPW38, and RPV1) are exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the statutory CEQA exemption adopted specifically for the LA-RICS, which exempts these activities as long as they meet certain criteria set forth in the exemption. The Authority also determined on November 10, 2014 (CLM and LACFDEL) and December 12, 2016 (BHS, DPW38, and RPV1) that leased circuit work that may occur outside of these five (5) LMR System Sites as needed to provide connectivity to the LMR System is categorically exempt under CEQA pursuant to CEQA Guidelines section 15301, 15303 and 15304. Approval of reconciliation to align with the updated LMR System Design for CLM and LACFDEL and inclusion into the scope of Phases 2, 3, and 4, and exercising of the Unilateral Options for BHS, DPW38 and RPV1 to align with the updated LMR System Design are within the scope of the previously authorized activities, and the determination that these activities are exempt from CEQA remains unchanged. This determination is supported by substantial evidence in the custody of the Authority, which is incorporated in relevant part into the record of proceedings for this Amendment No. 25.

Upon the Board's approval of the recommended actions for the contract amendment, the Authority will file a Notice of Determination for the three (3) LMR System Sites (LARICSHQ, WMP, and WTR) with the County Clerk in accordance with Section 21152(a) of the California Public Resources Code and Section 15094 of the State CEQA Guidelines, and will file a Notice of Exemption (NOE) for five (5) LMR System Sites (CLM, LACFDEL, BHS, DPW38 and RPV1) with the County Clerk in accordance with Section 15062 of the State CEQA Guidelines.

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

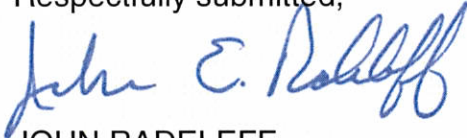
The Authority's counsel has reviewed the recommended action.



**CONCLUSION**

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

Respectfully submitted,



JOHN RADELEFF  
INTERIM EXECUTIVE DIRECTOR

JA:pl

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Enclosure

c: Counsel to the Authority

**AMENDMENT NUMBER TWENTY-FIVE**  
**TO AGREEMENT NO. LA-RICS 007**  
**FOR**  
**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM –**  
**LAND MOBILE RADIO SYSTEM**

**Recitals**

This Amendment Number Twenty-Five (together with all exhibits, attachments, and schedules hereto, "Amendment No. 25") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of March \_\_\_\_\_, 2017, based on the following recitals:

Authority and Contractor have entered into that certain Agreement No. LA-RICS 007 for Los Angeles Regional Interoperable Communications System ("LA-RICS") – Land Mobile Radio System, dated as of August 15, 2013 (together with all exhibits, attachments, and schedules thereto, all as amended prior to the date hereof, the "Agreement").

The Agreement has been previously amended by Amendment Number One, effective as of September 5, 2013, to exercise the Unilateral Option for all Work pertaining to Phase 1 (System Design), without the Additive Alternates.

The Agreement has been previously amended by Amendment Number Two, effective as of October 29, 2013, to exercise the Unilateral Option for all Work pertaining to Project Descriptions in Phase 1 (System Design) for the Bounded Area Coverage Additive Alternate.

The Agreement has been previously amended by Amendment Number Three, effective as of December 19, 2013, to, among other things, exercise the Unilateral Option for all Work pertaining to Contractor's provision and implementation of Specified Equipment (as defined in Amendment No. 3) increasing the Maximum Contract Sum to from \$280,354,954 to \$281,640,184.

The Agreement has been previously amended by Amendment Number Four, effective as of December 19, 2013, to, among other things, provide and implement under Phase 1 (System Design) certain additional equipment referred to as "Station B Equipment" increasing the Maximum Contract Sum from \$281,640,184 to \$282,809,231.

The Agreement has been previously amended by Amendment Number Five, effective as of March 27, 2014, to, among other things; include license coordination fees, increasing the Maximum Contract Sum from \$282,809,231 to \$282,829,472.

The Agreement has been previously amended by Amendment Number Six, effective as of April 17, 2014, to, among other things, upgrade to the Los Angeles Police Department's Valley Dispatch Center's ("LAPDVDC") Uninterruptible Power Supply

("UPS") to accommodate the installation and deployment of Core 2 at this facility, increasing the Maximum Contract Sum from \$282,829,472 to \$282,897,618.

The Agreement has been previously amended by Amendment Number Seven, effective as of May 8, 2014, to, among other things, purchase portable radios, radio accessories, consolettes, and consoles; and to add a provision to address potential joint obligations of Authority and Contractor under the Antennae Lease Agreement dated April 17, 2014, between the City of Los Angeles, the Authority, and Contractor; increasing the Maximum Contract Sum from \$282,897,618 to \$288,074,669.

The Agreement has been previously amended by Amendment Number Eight, effective as of August 28, 2014, to purchase additional portable radios and radio accessories; increasing the Maximum Contract Sum from \$288,074,669 to \$291,745,675.

The Agreement has been previously amended by Amendment Number Nine, effective November 19, 2014, to (a) make changes necessary to reflect the removal of one (1) LMR System Site and all the Work and equipment associated with the removal of this site; (b) make the necessary changes to reflect Phase 1 (System Design) Project Description Work only for twenty-six (26) potential replacement sites; (c) exercise the Unilateral Options for all Work pertaining to Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) for twenty-six (26) existing LMR System Sites; with no increase to the Maximum Contract Sum.

The Agreement has been previously amended by Amendment Number Ten, effective February 17, 2015, to (a) make the necessary changes to reflect Phase 1 (System Design) Description Work for one (1) potential replacement site; (b) make changes necessary to reflect the removal of four (4) LMR System Sites and all the Work and equipment associated with these sites; (c) make changes necessary to reflect the inclusion of four (4) LMR System Sites and all the Work and equipment associated with these sites and exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) for these four (4) LMR System Sites; (d) exercise the Unilateral Options for all Work pertaining to Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) for eight (8) LMR System Sites currently contemplated in the Design; (e) allow for two power load studies to be conducted; and (f) make other certain changes as reflected in Amendment No. 10, increasing the Maximum Contract Sum by \$1,101,138, from \$291,745,675 to \$292,846,813.

The Agreement has been previously amended by Amendment No. Eleven, effective April 28, 2015, to (a) make the necessary changes to reflect Phase 1 (System Design) Description Work for two (2) potential replacement sites; (b) make changes necessary to reflect an existing credit from Amendment No. 3 in the amount of \$547,158 in Phase 3 (Supply LMR System Components) for one (1) LMR System Site, (c) make changes necessary to add project management costs that were inadvertently omitted in Amendment No. 10 in the amount of \$64,282 in Phase 4 (LMR System Implementation)

for one (1) LMR System Site, and (d) make other certain changes as reflected in Amendment No. 11, all of which reduced the Maximum Contract Sum by \$459,529, from \$292,846,813 to \$292,387,284.

The Agreement has been previously amended in Amendment No. Twelve, effective August 27, 2015, to (a) make the necessary changes to reflect the shifting of FCC Licensing Work and costs from Phase 3 (Supply LMR System Components) to Phase 1 (System Design) in the amount of \$284,041; (b) make certain changes to reflect the increase of FCC Licensing Work to contemplate the licensing of all UHF T-Band frequencies as referenced in Attachment B, at each of the applicable subsystem sites in order to achieve compliance with the performance criteria set forth in the Agreement, all in the amount of \$139,076; (c) make the necessary changes to reflect the inclusion of a bridge warranty for the Specified Equipment (Core 1, Core 2, repeater sites, Site on Wheels, and Station B Equipment) previously purchased under Amendment No. 3 and Amendment No. 4, to bridge the gap in warranty for this equipment until such time as Final LMR System Acceptance is achieved in the amount of \$647,533; and (d) to purchase portable radios, radio accessories, consolettes, and a control station for the Los Angeles Sheriff's Department Aero Bureau for purposes of mutual aid in the amount of \$386,234; increasing the Maximum Contract Sum by \$1,172,843 from \$292,387,284 to \$293,560,127.

The Agreement has been previously amended to Amendment No. Thirteen effective October 30, 2015 to make the necessary changes to reflect Phase 1 (System Design) Work to add lease exhibits to twenty-nine (29) LMR System Sites; increasing the Maximum Contract Sum by \$14,888 from \$293,560,127 to \$293,575,015.

The Agreement has been previously amended in Amendment No. Fourteen, effective November 17, 2015, to reflect the Work to reprogram UHF frequencies in accordance with Attachment A and purchase upgraded equipment for the County of Los Angeles Sheriff's Department's (LASD) Station B, as well as the Authority's System on Wheels to prepare for use at certain scheduled events in the amount of \$64,256, increasing the Maximum Contract Sum from \$293,575,015 to \$293,639,271.

The Agreement has been previously amended in Amendment No. Fifteen, effective December 17, 2015, to reflect the inclusion of Phase 1 (System Design) Project Description Work for eleven (11) potential replacement sites in the amount of \$128,414, increasing the Maximum Contract Sum from \$293,639,271 to \$293,767,685.

The Agreement has been previously amended in Amendment No. Sixteen, effective December 23, 2015, to (a) reflect the removal of thirty-one (31) LMR System Sites from the scope of Phase 1 (System Design) Work only for a cost reduction in the amount of \$1,132,374; (b) reflect the inclusion of seventeen (17) LMR System Sites into the scope of Phase 1 (System Design) only which includes all Work associated with the addition of these sites into Phase 1 (System Design) for a cost increase in the amount of \$635,537; (c) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) for seventeen (17) LMR System Sites; (d) include Phase 1 (System Design) Project Description Work only for one (1) potential replacement site (LACF134) for a cost

increase in the amount of \$11,674; (e) account for a comprehensive redesign of the LMR System and all associated Work for a cost increase in the amount of \$1,054,440; (f) reflect the removal, relocation, and deployment of the LMR System Core 2 equipment from Los Angeles Police Department Valley Dispatch Center (LAPDVDC) to Palmdale Sheriff Station (PLM) and necessary Work associated with this relocation and for a cost increase in the amount of \$499,912; increasing the Maximum Contract Sum by \$1,069,189 (\$635,537 + \$11,674 + \$1,054,440 + \$499,912 - \$1,132,374 when taking the above cost increases and decreases into consideration) from \$293,767,685 to \$294,836,874.

The Agreement has been previously amended in Amendment No. Seventeen, effective April 25, 2016, 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 \$45,143,083.
- (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. The re-baseline removes costs on a per site basis to a new per phase deliverable as contemplated in Amendment No. 17 in the amount of \$8,207,108. This re-baselining does however result in a net cost reduction in the amount of \$572,826 which is contemplated in the re-baseline.
- (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.
- (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 contained in the LMR System reflecting the reconciliation of sites contemplated in Amendment No. 17.

- (e) Decreasing 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.
- (f) Make other certain changes as set forth in Amendment No. 17.

The Agreement has been previously amended in Amendment No. Eighteen, effective May 4, 2016, to (a) reflect the inclusion of eight (8) LMR System Sites into the scope of Phase 1 (System Design) Work only which includes all Work associated with the addition of these sites into Phase 1 (System Design) for a cost increase in the amount of \$76,136; (b) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) for eight (8) LMR System Sites; (c) reflect the inclusion of Phase 1 (System Design) Project Description Work for four (4) LMR System Sites for a cost increase in the amount of \$46,696; and (d) increasing the Maximum Contract Sum by \$122,832 ( $\$76,136 + \$46,696$ ), when taking the cost increases into consideration from \$284,749,647 to \$284,872,479.

The Agreement has been previously amended in Amendment No. Nineteen, effective May 5, 2016, to make changes necessary to (a) 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 reduction in the amount of \$20,322 for project management 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; increasing the Maximum Contract Sum by \$4,544 ( $\$1,197,256 - \$1,192,712$ ), when taking the cost increases and decreases into consideration, from \$284,872,479 to \$284,877,023; and (c) make other certain changes as set forth in Amendment No. 19.

The Agreement has been previously amended in Amendment No. Twenty, effective September 28, 2016, to make changes necessary to (a) reconcile nine (9) LMR System Sites to reflect the updated LMR System Design for a cost increase in the amount of \$367,144, (b) include 3D Modeling Work for certain LMR System Sites for a cost increase in the amount of \$6,534; (c) remove Site Lease Exhibit Work for certain LMR System Sites for a cost decrease in the amount of \$14,884; (d) increasing the Maximum Contract Sum by \$358,794 ( $\$367,144 + \$6,534 - \$14,884$ ) from \$284,877,023 to \$285,235,817 when taking the cost increases and decreases into consideration and (e) make other certain changes as set forth in Amendment No. 20.

The Agreement has been previously amended in Amendment No. Twenty-One, effective October 27, 2016, to make changes necessary to reflect (a) the replacement of one (1) LMR System Site Johnstone Peak (JPK) with site Johnstone Peak 2 (JPK2) by (1) removing site JPK 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; and (2) include the JPK2 site 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, with the equivalent scope and cost for all Phases as JPK resulting in a cost neutral replacement; (b) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) only for the replacement site Johnstone Peak 2; (c) reconcile ten (10) LMR System Sites to reflect the updated LMR System Design for a cost increase in the amount of \$804,944; (d) remove five (5) Project Descriptions from the scope of Phase 1 Work for a cost decrease in the amount of \$58,370; (e) make changes necessary to reflect an administrative revisions for a cost decrease in the amount of \$32,001; (f) increasing the Maximum Contract Sum by \$714,573 (\$804,944 - \$58,370 - \$32,001) from \$285,235,817 to \$285,950,390, when taking the cost increases and decreases into consideration; and (g) make other certain changes as set forth in Amendment No. 21.

The Agreement has been previously amended in Amendment No. Twenty-Two, effective November 17, 2016, to make changes necessary to reflect (a) the reconciliation of three (3) LMR System Sites to reflect the updated LMR System Design for a cost increase in the amount of \$476,676; (b) increasing the Maximum Contract Sum by \$476,676 from \$285,950,390 to \$286,427,066, when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 22.

The Agreement has been previously amended in Amendment No. Twenty-Three, effective December 21, 2016, to make changes necessary to (a) include four (4) LMR System Sites and all Work and equipment associated with these sites into Phase 1 (System Design) to be contemplated in the LMR System for a cost increase in the amount of \$36,068; (b) exercise the respective Unilateral Options all Phase 1 (System Design) Work pertaining to the four (4) LMR System Sites; (c) purchase certain Radio Equipment to be used with Authority's User Equipment for a cost increase in the amount of \$948; (d) increase the Maximum Contract Sum by \$39,016 from \$286,427,066 to \$286,466,082, when taking the cost increases into consideration; and (d) make other certain changes as set forth in Amendment No. 23.

The Agreement has been previously amended in Amendment No Twenty-Four effective January 25, 2017, to make changes necessary to reflect (a) the reconciliation of six (6) LMR System Sites to align with the updated LMR System Design for a cost increase in the amount of \$2,379,232; (b) increase the Maximum Contract Sum by \$2,379,232 from \$286,466,082 to \$288,845,314, when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 24.

The Authority and Contractor desire to further amend the Agreement to make changes necessary to reflect (a) the reconciliation of five (5) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$330,670; (b) the inclusion of three (3) LMR System Sites into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$4,684,205 (c) increase the Maximum Contract Sum by \$4,353,535 from \$288,845,314 to \$293,198,849, when

taking the cost increase and decrease into consideration; and (d) make other certain changes as set forth in this Amendment No. 25.

This Amendment No. 25 is authorized under Section 2 (Changes to Agreement) of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 25, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Contractor hereby agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Base Document. Unless otherwise noted, section references in this Amendment No. 25 refer to sections of the Base Document, as amended by this Amendment No. 25.
  
2. LMR System Site Reconciliation. The parties agree and acknowledge to reconcile five (5) LMR System Sites and all corresponding Work and Components to reflect the updated LMR System Design for these sites. The costs associated with these five (5) LMR System Sites are included in the relevant portions of Exhibit C (Schedule of Payments). Additionally, pursuant to Section 6.5 of this Amendment No. 25, the detailed costs associated with this reconciliation are contained in Exhibit C.13.1 (LMR System Detailed Cost Summary).

RECONCILIATION OF LMR SYSTEM SITES – AMENDMENT 25		
Item No.	Site ID	Site Description
2.1	CLM	Claremont
2.2	LACFDEL	Los Angeles County Fire Departmental Del Valle Training Camp
2.3	LARICSHQ	LA-RICS Headquarter
2.4	WMP	Whitaker Middle Peak
2.5	WTR	Whitaker Ridge

3. LMR System Site Inclusion. The parties agree and acknowledge to include three (3) LMR System Sites into the scope of Phases 2, 3, and 4 to align with the updated LMR System Design. These three (3) LMR System Sites serve as replacement sites for sites that were been previously removed from the scope of the project. The costs associated with the inclusion of these three (3) LMR System Sites are included in the relevant portions of Exhibit C (Schedule of Payments).

INCLUSION OF LMR SYSTEM SITES – AMENDMENT 25		
Item No.	Site ID	Site Description
3.1	BHS	Baldwin Hills County
3.2	DPW38	Los Angeles County Department of Public Works Pump Station 38



INCLUSION OF LMR SYSTEM SITES – AMENDMENT 25		
Item No.	Site ID	Site Description
3.3	RPV1	Rancho Palos Verdes

4. Exercise of Unilateral Options. As provided in Section 4.1.2.2(c) of the Base Document, Authority has determined in its sole and unilateral discretion to exercise the Unilateral Options for all Work as it relates to three (3) LMR System Sites currently contemplated in the Design and reflected in this Amendment No. 25 and Exhibit C (Schedule of Payments) for all Work pertaining to Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), to construct, purchase, and implement these three (3) LMR System Sites. Subject to Section 4.1.2.3 (Notices to Proceed) of the Base Document, the Contractor agrees that it shall, on a timely basis and in accordance with the Agreement, fully perform, provide, complete, and deliver all Work encompassed in such Unilateral Options for Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) Work of the three (3) LMR System Sites contemplated in this Amendment No. 25, in exchange for the amounts set forth in Exhibit C (Schedule of Payments) for such Work.

5. Amendments to the Base Document.

5.1 Section 8.1.1 of the Base Document is deleted in its entirety and replaced with the following:

8.1.1. The "Maximum Contract Sum" under this Agreement is Two Hundred Ninety-Three Million, One Hundred Ninety-Eight Thousand, Eight Hundred Forty-Nine Dollars (\$293,198,849), which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

5.2 Section 24.4.1 of the Base Document is deleted in its entirety and replaced with the following:

24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than Two Hundred Eighty-Six Million, Six Hundred Ninety-Two Thousand, Five Hundred Eighty-Six Dollars (\$286,692,586). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

6. Amendments to Agreement Exhibits.
  - 6.1 Exhibit C.1 (LMR System Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (LMR System Payment Summary) to Exhibit C (Schedule of Payments) attached to this Amendment No. 25, which is incorporated by this reference.
  - 6.2 Exhibit C.3 (Phase 2 – Site Construction and Site Modification) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.3 (Phase 2 – Site Construction and Site Modification) to Exhibit C (Schedule of Payments) attached to this Amendment No. 25, which is incorporated by this reference.
  - 6.3 Exhibit C.4 (Phase 3 – Supply LMR System Components) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.4 (Phase 3 – Supply LMR System Components) to Exhibit C (Schedule of Payments) attached to this Amendment No. 25, which is incorporated by this reference.
  - 6.4 Exhibit C.5 (Phase 4 – LMR System Implementation) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.5 (Phase 4 – LMR System Implementation) to Exhibit C (Schedule of Payments) attached to this Amendment No. 25, which is incorporated by this reference.
  - 6.5 Exhibit C.13.1 (LMR System Detailed Cost Summary), dated January 2017, is deleted in its entirety and replaced with Exhibit C.13.1 (LMR System Detailed Cost Summary), dated March 2017, and shall be added to Exhibit C.13 (Contractor's Response to Appendix H (Pricing Requirements) to RFP No. LA-RICS 007) to Exhibit C (Schedule of Payments), which is incorporated herein by this reference.
7. This Amendment No. 25 shall become effective as of the date identified in the recitals, which is the date upon which:
  - 7.1 An authorized agent of Contractor has executed this Amendment No. 25;
  - 7.2 Los Angeles County Counsel has approved this Amendment No. 25 as to form;
  - 7.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 25; and
  - 7.4 The Executive Director of the Authority has executed this Amendment No. 25.
8. Except as expressly provided in this Amendment No. 25, all other terms and conditions of the Agreement shall remain the same and in full force and effect.

9. Contractor and the person executing this Amendment No. 25 on behalf of Contractor represent and warrant that the person executing this Amendment No. 25 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 25, and that all requirements of Contractor to provide such actual authority have been fulfilled.
10. This Amendment No. 25 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

\* \* \*

**AMENDMENT NUMBER TWENTY-FIVE**  
**TO AGREEMENT NO. LA-RICS 007**  
**FOR**  
**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM –**  
**LAND MOBILE RADIO SYSTEM**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 25 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

MOTOROLA SOLUTIONS, INC.

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

John Radeleff  
Interim Executive Director

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

Howard Chercoe  
Motorola Senior Director US  
Central & Western Regions  
Services

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

MARY C. WICKHAM  
County Counsel

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

Truc L. Moore  
Principal Deputy County Counsel

EXHIBIT C.1 - SCHEDULE OF PAYMENTS LMR SYSTEM PAYMENT SUMMARY					
Summary	Unilateral Option Sum	Used Credits (Note 2)	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Minus 10% Holdback Amount
Phase 1 <sup>(Note 1)</sup>	\$ -	\$ 9,517	\$ 43,491,414	\$ 3,126,924	\$ 40,364,490
Phase 2	\$ -	\$ 337,720	\$ 41,277,602	\$ 4,018,370	\$ 37,259,232
Phase 3	\$ -	\$ 212,620	\$ 49,646,247	\$ 3,785,679	\$ 45,860,567
Phase 4	\$ -	\$ -	\$ 27,974,298	\$ 2,734,058	\$ 25,240,240
<b>SUBTOTAL (Phases 1 to 4):</b>	<b>\$ -</b>	<b>\$ 256,333</b>	<b>\$ 162,389,560</b>	<b>\$ 13,665,032</b>	<b>\$ 148,724,528</b>
Phase 5 (15 Years)	\$ 55,898,518	\$ -	\$ -	\$ -	\$ 55,898,518
<b>TOTAL (Phases 1 to 5):</b>	<b>\$ 55,898,518</b>	<b>\$ 256,333</b>	<b>\$ 162,389,560</b>	<b>\$ 13,665,032</b>	<b>\$ 204,623,047</b>
Bounded Area Coverage Additive Alternate <sup>(Note 1)</sup>	\$ 19,109,375	\$ -	\$ -	\$ 1,910,937	\$ 17,198,437
Mandatory Building Coverage Additive Alternate	\$ 29,828,448	\$ -	\$ -	\$ 2,982,845	\$ 26,845,603
Metrorail Coverage Additive Alternate	\$ 4,792,260	\$ -	\$ -	\$ 479,226	\$ 4,313,034
LMR System Maintenance for Additive Alternates	\$ 19,620,355	\$ -	\$ -	\$ 1,962,036	\$ 17,658,320
Source Code Software Escrow	\$ 1,304,000	\$ -	\$ -	\$ 130,400	\$ 1,173,600
<b>SUBTOTAL</b>	<b>\$ 130,552,956</b>	<b>\$ 256,333</b>	<b>\$ 162,389,560</b>	<b>\$ 21,130,475</b>	<b>\$ 271,812,040</b>
<b>TOTAL CONTRACT SUM:</b>	<b>\$162,389,560</b>				
<b>MAXIMUM CONTRACT SUM (Total Unilateral Option Sum plus Total Contract Sum):</b>	<b>\$293,198,849</b>				
<p>Note 1: The cost for the Project Descriptions for the Bounded Area Coverage <u>only</u> are reflected in Exhibit C.2 (Phase 1 - System Design) as amended and restated in Amendment No. 2., and included (\$173, 110) in Phase 1 Contract Sum - Full Payable Amount. The balance of the remaining Unilateral Option Sum for Bounded Area Coverage Additive Alternate Work is reflected in Exhibit C.7 (Bounded Area Coverage Additive Alternate).</p>					
<p>Note 2: Credits for Phases 1 through 4 were realized for the removal of 1 LMR System Site in the amount of \$646,001. However, the cost for preparing Project Descriptions for 26 potential replacement sites in the amount of \$303,524 was taken from the Credits. The remaining Credit balance of \$342,477 is reserved for use for a future replacement site.</p>					

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

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable <small>(Refer to Site Development Matrix in Exhibit B for further details on the capacity and sizes of site components)</small>	Phase 2 Total						
			Qty.	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Incuding Project Management	Credits <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 2 <small>(Note 1,3)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
<b>B.2.2</b>		<b>Site Construction</b>							
<del>B.2.2</del>	BAH	Baldwin Hills		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	BJM	Black Jack Peak		\$ -	\$ -	\$ -	\$ 1,146,012	\$ 114,601	\$ 1,031,411
B.2.2	BMT	Bald Mountain		\$ -	\$ -	\$ -	\$ 453,781	\$ 45,378	\$ 408,403
B.2.2	BRK	Blue Roek		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	BUR	Burnt Peak		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<del>B.2.2</del>	BVG	Beverly Glen		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	CCB	Compton Court Building		\$ -	\$ -	\$ -	\$ 451,517	\$ 45,152	\$ 406,365
<del>B.2.2</del>	CEP	Century Plaza		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>B.2.2</b>	<b>CLM</b>	<b>Claremont</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,780</b>	<b>\$ 778</b>	<b>\$ 7,002</b>
B.2.2	CPK	Castro Peak		\$ -	\$ -	\$ -	\$ 641,071	\$ 64,107	\$ 576,964
B.2.2	DPK	Dakin Peak		\$ -	\$ -	\$ -	\$ 620,065	\$ 62,006	\$ 558,058
<del>B.2.2</del>	ELSGDPD	El Segundo PD		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	ENC1	Encinal Fire Camp		\$ -	\$ -	\$ -	\$ 469,641	\$ 46,964	\$ 422,677
B.2.2	GRM	Green Mountain		\$ -	\$ -	\$ -	\$ 625,114	\$ 62,511	\$ 562,603
B.2.2	HPK	Hauser Peak		\$ -	\$ -	\$ -	\$ 599,484	\$ 59,948	\$ 539,536
<del>B.2.2</del>	JPK	Johnstone Peak		\$ -	\$ -	\$ -	\$ 0	\$ 0	\$ 0
<del>B.2.2</del>	LACF028	FS 28		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<del>B.2.2</del>	LACF056	FS 56		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<del>B.2.2</del>	LACF071	FS 71		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF072	FS 72		\$ -	\$ -	\$ -	\$ 524,184	\$ 52,418	\$ 471,766
<del>B.2.2</del>	LACF077	FS 77		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<del>B.2.2</del>	LACF084	LACF84		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF091	FS 91		\$ -	\$ -	\$ -	\$ 358,453	\$ 35,845	\$ 322,608
<del>B.2.2</del>	LACF099	FS99		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<del>B.2.2</del>	LACF119	FS 119		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<del>B.2.2</del>	LACF144	FS 144		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<del>B.2.2</del>	LACF149	FS 149		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<del>B.2.2</del>	LACF157	FS 157		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<del>B.2.2</del>	LACF196	FS 169		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<del>B.2.2</del>	LACFCP09	LACFCP09		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>B.2.2</b>	<b>LACFDEL</b>	<b>Los Angeles County Fire Departmental Del Valle Training Camp</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 536,490</b>	<b>\$ 53,649</b>	<b>\$ 482,841</b>
<del>B.2.2</del>	LAH	LA City Hall		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<del>B.2.2</del>	LBR	Lower Blue Ridge		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LDWP243	DWP Sylmar Water Ladder		\$ -	\$ -	\$ -	\$ 213,691	\$ 21,369	\$ 192,322
<del>B.2.2</del>	MAM	Magie Mountain		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MDI	Mount Disappointment		\$ -	\$ -	\$ -	\$ 660,485	\$ 66,048	\$ 594,436
B.2.2	MLE	Mount Lee		\$ -	\$ -	\$ -	\$ 499,969	\$ 49,997	\$ 449,972
B.2.2	MLM	Mira Loma Facility		\$ -	\$ -	\$ -	\$ 574,787	\$ 57,479	\$ 517,308
B.2.2	MMC	Mount McDill		\$ -	\$ -	\$ -	\$ 735,075	\$ 73,507	\$ 661,567
<del>B.2.2</del>	MTL	Mount Lukens		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<del>B.2.2</del>	MTT	Mt Thom		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<del>B.2.2</del>	MTW	Mount Washington		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MVS	Monte Vista (Star Center)		\$ -	\$ -	\$ -	\$ 312,077	\$ 31,208	\$ 280,870
B.2.2	OAT	Oat Mountain OAT		\$ -	\$ -	\$ -	\$ 507,627	\$ 50,763	\$ 456,864
<del>B.2.2</del>	OMC	Oat Mountain OMC		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	ONK	Oat Mountain Nike		\$ -	\$ -	\$ -	\$ 544,369	\$ 54,437	\$ 489,932
B.2.2	PHN	Puente Hills		\$ -	\$ -	\$ -	\$ 205,959	\$ 20,596	\$ 185,363
B.2.2	PRG	Portal Ridge		\$ -	\$ -	\$ -	\$ 549,474	\$ 54,947	\$ 494,526
<del>B.2.2</del>	PSH	Pomona 1620 Hillcrest		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<del>B.2.2</del>	RDNBPD	Redondo Beach PD		\$ -	\$ -	\$ 337,720	\$ -	\$ -	\$ -
B.2.2	RHT	Rolling Hills Transmit		\$ -	\$ -	\$ -	\$ 436,288	\$ 43,629	\$ 392,659
B.2.2	RIH	Rio Hondo		\$ -	\$ -	\$ -	\$ 755,872	\$ 75,587	\$ 680,285
<del>B.2.2</del>	RPVE001	Rancho Palos Verde City Hall		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<del>B.2.2</del>	SAG	San Augustine		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SDW	San Dimas		\$ -	\$ -	\$ -	\$ 679,371	\$ 67,937	\$ 611,434
B.2.2	SGH	Signal Hill		\$ -	\$ -	\$ -	\$ 350,623	\$ 35,062	\$ 315,561
<del>B.2.2</del>	SPC	San Pedro Hill		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SPN	Saddle Peak		\$ -	\$ -	\$ -	\$ 438,967	\$ 43,897	\$ 395,071
B.2.2	SUN	Sunset Ridge		\$ -	\$ -	\$ -	\$ 433,020	\$ 43,302	\$ 389,718
<del>B.2.2</del>	SVP	San Vicente Peak		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable <small>(Refer to Site Development Matrix in Exhibit B for further details on the capacity and sizes of site components)</small>	Phase 2 Total							
			Qty.	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Including Project Management	Credits <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 2 <small>(Note 1,3)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback	
B.2.2	SWP	Southwest Area Station		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	TOP	Topanga Peak		\$ -	\$ -	\$ -	\$ 559,263	\$ 55,926	\$ 503,337	
B.2.2	TPK	Tejon Peak		\$ -	\$ -	\$ -	\$ 590,720	\$ 59,072	\$ 531,648	
B.2.2	TWR	Tower Peak		\$ -	\$ -	\$ -	\$ 623,539	\$ 62,354	\$ 561,185	
B.2.2	VPC	Verdugo Peak (city)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
B.2.2	WAD	Walker Drive		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
B.2.2	WMP	Whitaker Middle Peak		\$ -	\$ -	\$ -	\$ 591,434	\$ 59,143	\$ 532,291	
B.2.2	WS1	100 Wilshire		\$ -	\$ -	\$ -	\$ 185,718	\$ 18,572	\$ 167,146	
B.2.2	WTR	Whitaker Ridge		\$ -	\$ -	\$ -	\$ 629,583	\$ 62,958	\$ 566,625	
B.2.2	LAPD077	77TH Street Area Complex		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
B.2.2	LAPDDVN	Devonshire Area station		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
B.2.2	FCCF	L A County Fire Command		\$ -	\$ -	\$ -	\$ 186,715	\$ 18,671	\$ 168,043	
B.2.2	LAPDVDC	Valley Dispatch Center		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Subtotal for Site Construction and Modifications Site Detail</b>				\$ -	\$ -	\$ 337,720	\$ 17,698,218	\$ 1,769,822	\$ 15,928,396	
<b>ADDITIONAL SITES (AMENDMENT NO. 10)</b>										
B.2.2		<b>Site Construction</b>								
B.2.2	APC	Airport Courthouse		\$ -	\$ -	\$ -	\$ 152,578	\$ 15,258	\$ 137,320	
B.2.2	BCHCPRK	Beverly Hills' Coldwater Canyon Park		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
B.2.2	LACF136	FS 136		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
B.2.2	LAHE	LA City Hall East		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
B.2.2	OLI	Olinda		\$ -	\$ -	\$ -	\$ 187,439	\$ 18,744	\$ 168,695	
<b>Subtotal for Additional Sites (Amendment No. 10)</b>				\$ -	\$ -	\$ -	\$ 340,017	\$ 34,002	\$ 306,015	
<b>ADDITIONAL SITES (AMENDMENT NO. 17)</b>										
B.2.2		<b>Site Construction</b>								
B.2.2	AGH	Agoura Hills		\$ -	\$ -	\$ -	\$ 532,096	\$ 53,210	\$ 478,886	
B.2.2	BUR1	Burnt Peak 1		\$ -	\$ -	\$ -	\$ 277,959	\$ 27,796	\$ 250,163	
B.2.2	CCT	Criminal Court (Foltz)		\$ -	\$ -	\$ -	\$ 555,734	\$ 55,573	\$ 500,161	
B.2.2	CRN	Cerro Negro		\$ -	\$ -	\$ -	\$ 557,562	\$ 55,756	\$ 501,806	
B.2.2	FRP	Frost Peak (Upper Blue Ridge)		\$ -	\$ -	\$ -	\$ 660,485	\$ 66,049	\$ 594,437	
B.2.2	GMT	Grass Mountain		\$ -	\$ -	\$ -	\$ 2,021,991	\$ 202,199	\$ 1,819,792	
B.2.2	H-17A	H-17 Helipad		\$ -	\$ -	\$ -	\$ 358,453	\$ 35,845	\$ 322,608	
B.2.2	LARICSHQ	LA-RICS Headquarters		\$ -	\$ -	\$ -	\$ 27,508	\$ 2,751	\$ 24,757	
B.2.2	LASDTEM	Los Angeles County Sheriff's Department Temple Station		\$ -	\$ -	\$ -	\$ 297,580	\$ 29,758	\$ 267,822	
B.2.2	LPC	Loop Canyon		\$ -	\$ -	\$ -	\$ 358,453	\$ 35,845	\$ 322,608	
B.2.2	LEPS	Lower Encinal Pump Station		\$ -	\$ -	\$ -	\$ 451,070	\$ 45,107	\$ 405,963	
B.2.2	MIR	Mirador		\$ -	\$ -	\$ -	\$ 407,516	\$ 40,752	\$ 366,764	
B.2.2	MML	Magic Mountain Link		\$ -	\$ -	\$ -	\$ 476,231	\$ 47,623	\$ 428,608	
B.2.2	MTL2	Mount Lukens 2		\$ -	\$ -	\$ -	\$ 346,967	\$ 34,697	\$ 312,270	
B.2.2	PDC	Pacific Design Center		\$ -	\$ -	\$ -	\$ 241,099	\$ 24,110	\$ 216,989	
B.2.2	PLM	Los Angeles County Sheriff's Department Palmdale Station		\$ -	\$ -	\$ -	\$ 187,257	\$ 18,726	\$ 168,531	
B.2.2	PMT	Pine Mountain		\$ -	\$ -	\$ -	\$ 2,027,826	\$ 202,783	\$ 1,825,043	
B.2.2	PWT	Portshead Tank		\$ -	\$ -	\$ -	\$ 402,033	\$ 40,203	\$ 361,830	
B.2.2	VPK	Verdugo Peak County)		\$ -	\$ -	\$ -	\$ 682,724	\$ 68,272	\$ 614,452	
<b>Subtotal for Additional Sites (Amendment No. 17)</b>				\$ -	\$ -	\$ -	\$ 10,870,544	\$ 1,087,054	\$ 9,783,490	
Base.22.3.2		Project Management	Included	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		Performance Bond	1	\$ -	\$ -	\$ -	\$ 193,803	\$ -	\$ 193,803	
		Materials and Labor Bond	Included	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		Total Lease Costs		\$ -	N/A	\$ -	\$ -	\$ -	\$ -	
Base.22.2.2		Builder's Insurance	1	\$ -	\$ -	\$ -	\$ 372,599	\$ -	\$ 372,599	
Base.22.2.1		Liability Insurance (General and Professional)	1	\$ -	\$ -	\$ -	\$ 527,500	\$ -	\$ 527,500	
B.2.2		Phase 2 Completion Acceptance		\$ -	\$ -	\$ -	\$ 8,963,267	\$ 896,327	\$ 8,066,941	
<b>ADDITIONAL SITE (AMENDMENT NO. 21)</b>										
B.2.2		<b>Site Construction</b>								
B.2.2	JPK2	Johnstone Peak - 2		\$ -	\$ -	\$ -	\$ 475,958	\$ 47,596	\$ 428,362	
<b>Subtotal for Additional Site (Amendment No. 21)</b>				\$ -	\$ -	\$ -	\$ 475,958	\$ 47,596	\$ 428,362	
<b>ADDITIONAL SITES (AMENDMENT NO. 25)</b>										
B.2.2		<b>Site Construction</b>								
B.2.2	BHS	Baldwin Hills County		\$ -	\$ -	\$ -	\$ 744,255	\$ 74,426	\$ 669,830	

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

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable <small>(Refer to Site Development Matrix in Exhibit B for further details on the capacity and sizes of site components)</small>	Phase 2 Total						
			Qty.	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Incuding Project Management	Credits <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 2 <small>(Note 1,3)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.2.2	DPW38	Los Angeles County Department of Public Works Pump Station 38					\$ 746,949	\$ 74,695	\$ 672,254
B.2.2	RPV1	Rancho Palos Verde					\$ 344,492	\$ 34,449	\$ 310,043
<b>Subtotal for Additional Site (Amendment No. 25)</b>				\$ -	\$ -	\$ -	\$ 1,835,696	\$ 183,570	\$ 1,652,126
<b>Total for Phase 2 - Site Construction and Modifications (including Subtotals for Site Detail)</b>				\$ -	\$ -	\$ 337,720	\$ 41,277,602	\$ 4,018,370	\$ 37,259,232

Note 1: Pursuant to Amendment No. Nine, effective November 19, 2014, the Authority removed 1 LMR System Site for Phases 1 through 4. As such, Credits were realized in the amount of \$646,001. However, the cost for preparing Project Descriptions for 26 potential replacement sites in the amount of \$303,524 was utilized in Phase 1. As such, the remaining Credit balance of \$342,477 is reserved for use for a future replacement site.

Note 2: Pursuant to Amendment No. Ten, effective February 17, 2015, Exhibit C.2 (Schedule of Prices - Site Construction and Site Modification) was amended by Amendment No. 10 to reflect (a) the conversion of Unilateral Option Sum to Contract Sum for for eight (8) LMR System Site currently contemplated in the Design and the addition of five (5) LMR System Sites; and (b) the removal of four (4) sites.

Note 3: Pursuant to Amendment No. Seventeen, thirty-four (34) LMR System Sites were removed from further consideration; nineteen (19) LMR System Sites were included as part of the LMR System; and Phase 2 Completion Acceptance was included. In connection therewith, and in addition to all activities contemplated in this Phase 2, Unilateral Option Sums, not previously exercised, were converted into Contract Sums.

Note 4: Pursuant to Amendment No. Nineteen, one (1) LMR System Site was removed from further consideration in Phases 1-4. Also, two (2) LMR System Sites were reconciled in Phases 2-4.



## EXHIBIT C.4 - SCHEDULE OF PAYMENTS PHASE 3 - SUPPLY LMR SYSTEM COMPONENTS

Deliverable/ Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable		Equipment Purchase in Phase 1 Credit per Site <i>(Note 1.11, 12, 13, 14)</i>	DTVRS	ACVRS	LARTCS	NMDN	Microwave	Credits <i>(Note 2)</i>	Total Contract Sum Total Payable Amount for Phase 3 <i>(Note 1, 3, 8)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
<b>B.3.2 to B.3.6</b>		<b>Equipment Delivery</b>											
B.3.2 to B.3.6	BAH	Baldwin Hills	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	BJM	Black Jack Peak	\$ -	\$ (1,192,271)	\$ 917,609	\$ 198,138	\$ 515,961	\$ 80,765	\$ 28,058	\$ -	\$ 548,260	\$ 54,826	\$ 493,434
B.3.2 to B.3.6	BMT	Bald Mountain	\$ -	\$ (525,736)	\$ 482,925	\$ -	\$ 171,631	\$ 45,509	\$ 36,032	\$ -	\$ 736,097	\$ -	\$ 736,097
B.3.2 to B.3.6	BRK	Blue Roek	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	BUR	Burnt Peak	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	BVG	Beverly Glen	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	CCB	Compton Court Building	\$ -	\$ (522,576)	\$ 482,398	\$ 171,692	\$ -	\$ 80,244	\$ 36,176	\$ -	\$ 770,510	\$ -	\$ 770,510
B.3.2 to B.3.6	CEP	Century Plaza	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>B.3.2 to B.3.6</b>	<b>CLM</b>	<b>Claremont</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,252</b>	<b>\$ -</b>	<b>\$ 30,252</b>	<b>\$ 3,025</b>	<b>\$ 27,227</b>
B.3.2 to B.3.6	CPK	Castro Peak	\$ -	\$ (471,732)	\$ 548,134	\$ 318,690	\$ 381,450	\$ 80,765	\$ 51,596	\$ -	\$ 908,903	\$ 90,890	\$ 818,013
B.3.2 to B.3.6	DPK	Dakin Peak	\$ -	\$ (973,183)	\$ 483,521	\$ 198,377	\$ 427,813	\$ 80,964	\$ 39,606	\$ -	\$ 257,098	\$ 25,710	\$ 231,389
B.3.2 to B.3.6	ELSGDDPD	El Segundo PD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	ENC1	Encinal 1 (Fire Camp)	\$ -	\$ -	\$ 241,403	\$ -	\$ 79,904	\$ 45,708	\$ 27,363	\$ -	\$ 394,379	\$ 39,438	\$ 354,941
B.3.2 to B.3.6	GRM	Green Mountain	\$ -	\$ -	\$ 548,134	\$ 231,585	\$ 302,182	\$ 45,708	\$ 64,131	\$ -	\$ 1,191,740	\$ 119,174	\$ 1,072,566
B.3.2 to B.3.6	HPK	Hauser Peak	\$ -	\$ (975,300)	\$ 917,311	\$ 145,772	\$ 296,409	\$ 45,509	\$ 46,753	\$ -	\$ 1,451,754	\$ -	\$ 1,451,754
B.3.2 to B.3.6	JPK	Johnstone Peak	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF028	FS 28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF056	FS 56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF071	FS 71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF072	FS 72	\$ -	\$ -	\$ 546,319	\$ 83,252	\$ 210,233	\$ -	\$ 26,897	\$ -	\$ 866,701	\$ 86,670	\$ 780,031
B.3.2 to B.3.6	LACF077	FS 77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF084	FS 84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF091	FS 91	\$ -	\$ -	\$ 176,055	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 176,055	\$ 17,606	\$ 158,450
B.3.2 to B.3.6	LACF099	FS 99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF119	FS 119	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF144	FS 144	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF149	FS 149	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF157	FS 157	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF196	FS 199	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACFC09	CP 9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>B.3.2 to B.3.6</b>	<b>LACFDEL</b>	<b>Los Angeles County Fire Departmental Del Valle Training Camp</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 372,867</b>	<b>\$ 74,338</b>	<b>\$ 85,268</b>	<b>\$ -</b>	<b>\$ 32,590</b>	<b>\$ -</b>	<b>\$ 565,063</b>	<b>\$ 56,506</b>	<b>\$ 508,557</b>
B.3.2 to B.3.6	LAH	LA City Hall <sup>(Note 4)</sup>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LBR	Lower Blue Ridge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LDWP243	DWP Sylmar Water Ladder	\$ -	\$ -	\$ 431,751	\$ 74,185	\$ 79,467	\$ -	\$ 27,849	\$ -	\$ 613,252	\$ -	\$ 613,252
B.3.2 to B.3.6	MAM	Magie Mountain	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MDI	Mount Disappointment	\$ -	\$ (1,060,761)	\$ 548,133	\$ 205,519	\$ 426,740	\$ 123,657	\$ 30,685	\$ -	\$ 293,099	\$ 29,310	\$ 263,789
B.3.2 to B.3.6	MLE	Mount Lee	\$ -	\$ (548,133)	\$ 548,133	\$ 262,589	\$ 391,402	\$ 123,657	\$ 29,482	\$ -	\$ 807,129	\$ 80,713	\$ 726,416
B.3.2 to B.3.6	MLM	Mira Loma Facility	\$ -	\$ -	\$ 917,609	\$ 121,774	\$ 39,740	\$ 80,764	\$ 31,324	\$ -	\$ 1,191,212	\$ 119,121	\$ 1,072,091
B.3.2 to B.3.6	MMC	Mount McDill	\$ -	\$ -	\$ 483,224	\$ 146,308	\$ 376,943	\$ 45,189	\$ 60,498	\$ -	\$ 1,112,162	\$ 111,216	\$ 1,000,946
B.3.2 to B.3.6	MTL	Mount Lukens	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MTT	Mount Thom	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MTW	Mount Washington	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

## EXHIBIT C.4 - SCHEDULE OF PAYMENTS PHASE 3 - SUPPLY LMR SYSTEM COMPONENTS

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable	Equipment Purchase in Phase 1 Credit per Site <small>(Note 1, 11, 12, 13, 14)</small>	DTVRS	ACVRS	LARTCS	NMDN	Microwave	Credits <small>(Note 2)</small>	Total Contract Sum Total Payable Amount for Phase 3 <small>(Note 1, 3, 8)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback	
B.3.2 to B.3.6	MVS	Monte Vista (Star Center)	\$ -	\$ -	\$ 524,294	\$ 95,096	\$ -	\$ 80,245	\$ 30,352	\$ -	\$ 729,986	\$ 72,999	\$ 656,987
B.3.2 to B.3.6	OAT	Oat Mountain OAT	\$ -	\$ -	\$ 176,493	\$ 162,062	\$ -	\$ -	\$ 80,168	\$ -	\$ 418,724	\$ 41,872	\$ 376,852
B.3.2 to B.3.6	OMC	Oat Mountain OMC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	ONK	Oat Mountain Nike	\$ -	\$ -	\$ 432,751	\$ 146,308	\$ 376,943	\$ 80,245	\$ 27,470	\$ -	\$ 1,063,717	\$ 106,372	\$ 957,345
B.3.2 to B.3.6	PHN	Puente Hills	\$ -	\$ (564,196)	\$ 524,774	\$ 365,910	\$ 297,006	\$ 80,565	\$ 32,899	\$ -	\$ 1,301,154	\$ -	\$ 1,301,154
B.3.2 to B.3.6	PRG	Portal Ridge	\$ -	\$ (497,000)	\$ 483,223	\$ 92,357	\$ 132,679	\$ 45,708	\$ 54,116	\$ -	\$ 327,945	\$ 32,795	\$ 295,151
B.3.2 to B.3.6	PSH	Pomona 1620 Hillcrest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	RDNBPD	Redondo Beach PD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 212,620	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	RHT	Rolling Hills Transmit	\$ -	\$ (943,771)	\$ 917,609	\$ 237,432	\$ -	\$ 123,657	\$ 28,417	\$ -	\$ 395,364	\$ 39,536	\$ 355,828
B.3.2 to B.3.6	RIH	Rio Hondo	\$ -	\$ -	\$ 969,351	\$ 365,666	\$ 79,785	\$ 80,566	\$ 32,596	\$ -	\$ 1,527,962	\$ 152,796	\$ 1,375,166
B.3.2 to B.3.6	RPVE004	Rancho Palos Verde City Hall	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	SAG	San Augustine	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	SDW	San Dimas	\$ -	\$ -	\$ 525,073	\$ 232,167	\$ -	\$ 80,765	\$ 45,368	\$ -	\$ 883,373	\$ 88,337	\$ 795,036
B.3.2 to B.3.6	SGH	Signal Hill <sup>(Note 9)</sup>	\$ -	\$ -	\$ 483,224	\$ -	\$ -	\$ -	\$ 42,926	\$ -	\$ 526,150	\$ 52,615	\$ 473,535
B.3.2 to B.3.6	SPC	San Pedro Hill	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	SPN	Saddle Peak <sup>(Note 9)</sup>	\$ -	\$ -	\$ 548,134	\$ -	\$ 296,341	\$ 45,189	\$ 30,636	\$ -	\$ 920,299	\$ 92,030	\$ 828,270
B.3.2 to B.3.6	SUN	Sunset Ridge	\$ -	\$ (497,000)	\$ -	\$ 205,228	\$ 428,999	\$ 123,333	\$ 35,984	\$ -	\$ 296,544	\$ 29,654	\$ 266,889
B.3.2 to B.3.6	SVP	San Vicente Peak	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	SWP	Southwest Area Station	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	TOP	Topanga Peak <sup>(Note 9)</sup>	\$ -	\$ -	\$ 1,002,900	\$ 231,585	\$ 79,904	\$ 45,708	\$ 39,457	\$ -	\$ 1,399,555	\$ 139,956	\$ 1,259,600
B.3.2 to B.3.6	TPK	Tejon Peak	\$ -	\$ -	\$ 483,224	\$ 144,298	\$ 211,208	\$ 45,708	\$ 43,043	\$ -	\$ 927,481	\$ 92,748	\$ 834,733
B.3.2 to B.3.6	TWR	Tower Peak	\$ -	\$ (744,699)	\$ 482,444	\$ 197,515	\$ 423,935	\$ 45,189	\$ 37,676	\$ -	\$ 442,061	\$ 44,206	\$ 397,854
B.3.2 to B.3.6	VPC	Verdugo Peak (city)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	WAD	Walker Drive	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	WMP	Whittaker Middle Peak	\$ -	\$ -	\$ 482,412	\$ 74,451	\$ 85,265	\$ 45,167	\$ 38,076	\$ -	\$ 725,374	\$ 72,537	\$ 652,837
B.3.2 to B.3.6	WS1	100 Wilshire	\$ -	\$ -	\$ -	\$ 197,561	\$ -	\$ -	\$ 75,330	\$ -	\$ 272,892	\$ 27,289	\$ 245,602
B.3.2 to B.3.6	WTR	Whittaker Ridge	\$ -	\$ -	\$ 482,412	\$ 145,877	\$ 297,675	\$ 45,167	\$ 42,956	\$ -	\$ 1,014,087	\$ 101,409	\$ 912,678
B.3.2 to B.3.6	LAPD077	77TH Street Area Complex	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LAPDDVN	Devonshire Area station	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	FCCF	L.A. County Fire Command	\$ -	\$ -	\$ 548,134	\$ 334,775	\$ 136,826	\$ -	\$ 109,185	\$ -	\$ 1,128,920	\$ -	\$ 1,128,920
B.3.2 to B.3.6	LAPDVDC	Valley Dispatch Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6		FCCF_Core	\$ -	\$ -	\$ 404,329	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 404,329	\$ -	\$ 404,329
B.3.2 to B.3.6		LAPDVDC_Core	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,568	\$ -	\$ 41,568	\$ 4,157	\$ 37,412
<b>Site Equipment Subtotal</b>			\$ -	\$ (9,516,358)	\$ 18,116,308	\$ 5,460,508	\$ 6,631,711	\$ 1,845,648	\$ 1,467,517	\$ 212,620	\$ 26,661,152	\$ 2,025,514	\$ 24,635,638
<b>ADDITIONAL SITES (AMENDMENT NO. 10)</b>													
B.3.2 to B.3.6		<b>Equipment Delivery</b>											
B.3.2 to B.3.6	APC	Airport Courthouse	\$ -	\$ -	\$ 177,033	\$ -	\$ -	\$ -	\$ 36,176	\$ -	\$ 213,209	\$ -	\$ 213,209
B.3.2 to B.3.6	BCHCPRK	Beverly Hills' Coldwater Canyon Parl	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF136	FS 136	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LAHE	LA City Hall East <sup>(Note 4)</sup>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	OLI	Olinda	\$ -	\$ -	\$ 248,275	\$ 164,079	\$ -	\$ -	\$ 31,324	\$ -	\$ 443,678	\$ 44,368	\$ 399,310
<b>Subtotal for Additional Sites (Amendment No. 10)</b>			\$ -	\$ -	\$ 425,308	\$ 164,079	\$ -	\$ -	\$ 67,500	\$ -	\$ 656,887	\$ 44,368	\$ 612,519
<b>ADDITIONAL SITES (AMENDMENT NO. 17)</b>													

## EXHIBIT C.4 - SCHEDULE OF PAYMENTS PHASE 3 - SUPPLY LMR SYSTEM COMPONENTS

Deliverable/ Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Equipment Purchase in Phase 1 Credit per Site <i>(Note 1.11,12,13, 14)</i>	DTVRS	ACVRS	LARTCS	NMDN	Microwave	Credits <i>(Note 2)</i>	Total Contract Sum - Total Payable Amount for Phase 3 <i>(Note 1, 3, 8)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
<b>B.3.2 to B.3.6</b>		<b>Equipment Delivery</b>										
B.3.2 to B.3.6	AGH	Agoura Hills	\$ -	\$ 546,316	\$ 232,589	\$ 88,027	\$ -	\$ 49,600	\$ -	\$ 916,532	\$ 91,653	\$ 824,879
B.3.2 to B.3.6	BUR1	Burnt Peak 1	\$ -	\$ (563,761)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 206,787	\$ 20,679	\$ 186,108
B.3.2 to B.3.6	CCT	Criminal Court (Foltz)	\$ -	\$ 547,631	\$ 101,375	\$ -	\$ -	\$ 49,600	\$ -	\$ 698,606	\$ -	\$ 698,606
B.3.2 to B.3.6	CRN	Cerro Negro	\$ -	\$ 700,610	\$ 359,241	\$ -	\$ 80,245	\$ 49,600	\$ -	\$ 1,189,696	\$ 118,970	\$ 1,070,726
B.3.2 to B.3.6	FRP	Frost Peak (Upper Blue Ridge)	\$ -	\$ (647,323)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 230,147	\$ 23,015	\$ 207,132
B.3.2 to B.3.6	GMT	Grass Mountain	\$ -	\$ (396,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 87,223	\$ 8,722	\$ 78,501
B.3.2 to B.3.6	H-17A	H-17 Helipad	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 215,658	\$ 21,566	\$ 194,092
B.3.2 to B.3.6	LARICSHQ	LA-RICS Headquarters	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,252	\$ 3,025	\$ 27,227
B.3.2 to B.3.6	LASDTEM	Temple Station	\$ -	\$ 218,743	\$ -	\$ -	\$ -	\$ 43,430	\$ -	\$ 262,173	\$ -	\$ 262,173
B.3.2 to B.3.6	LPC	Loop Canyon	\$ -	\$ (181,525)	\$ -	\$ -	\$ -	\$ 95,747	\$ -	\$ 95,747	\$ 9,575	\$ 86,172
B.3.2 to B.3.6	LEPS	Lower Encinal Pump Station	\$ -	\$ (482,444)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 341,105	\$ 34,110	\$ 306,994
B.3.2 to B.3.6	MIR	Mirador	\$ -	\$ (501,451)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 360,762	\$ 36,076	\$ 324,685
B.3.2 to B.3.6	MML	Magic Mountain Link	\$ -	\$ (547,298)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 278,315	\$ 27,832	\$ 250,484
B.3.2 to B.3.6	MTL2	Mount Lukens 2	\$ -	\$ (943,771)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175,046	\$ 17,505	\$ 157,541
B.3.2 to B.3.6	PDC	Pacific Design Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 742,588	\$ 74,259	\$ 668,329
B.3.2 to B.3.6	PLM	Palmdale Station	\$ -	\$ 1,512,367	\$ -	\$ -	\$ -	\$ 39,134	\$ -	\$ 1,551,502	\$ -	\$ 1,551,502
B.3.2 to B.3.6	PMT	Pine Mountain	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 483,223	\$ 48,322	\$ 434,901
B.3.2 to B.3.6	PWT	Portshead Tank	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 314,877	\$ 31,488	\$ 283,389
B.3.2 to B.3.6	VPK	Verdugo Peak County) <sup>(Note 9)</sup>	\$ -	\$ (522,426)	\$ 546,316	\$ 232,589	\$ 163,600	\$ 80,565	\$ 49,600	\$ 1,072,670	\$ 107,267	\$ 965,403
<b>Subtotal for Additional Sites (Amendment No. 17)</b>				\$ (4,785,998)	\$ 4,071,983	\$ 925,794	\$ 251,627	\$ 160,810	\$ 280,964	\$ 9,252,909	\$ 674,063	\$ 8,578,846
<b>ADDITIONAL SITE (AMENDMENT NO. 21)</b>												
<b>B.3.2 to B.3.6</b>		<b>Equipment Delivery</b>										
B.3.2 to B.3.6	JPK2	Johnstone Peak - 2	\$ -	\$ (993,165)	\$ 483,223	\$ 205,519	\$ 426,740	\$ 123,657	\$ 43,712	\$ 289,685	\$ 28,969	\$ 260,717
<b>Subtotal for Additional Site (Amendment No. 21)</b>			\$ -	\$ (993,165)	\$ 483,223	\$ 205,519	\$ 426,740	\$ 123,657	\$ 43,712	\$ 289,685	\$ 28,969	\$ 260,717
<b>ADDITIONAL SITES (AMENDMENT NO. 25)</b>												
<b>B.3.2 to B.3.6</b>		<b>Equipment Delivery</b>										
B.3.2 to B.3.6	BHS	Baldwin Hills County	\$ -	\$ 1,002,901	\$ 163,066	\$ -	\$ 80,245	\$ 79,826	\$ -	\$ 1,326,038	\$ 132,604	\$ 1,193,434
B.3.2 to B.3.6	DPW38	Los Angeles County Department of Public Works Pump Station 38	\$ -	\$ 403,569	\$ 146,308	\$ 297,675	\$ 80,245	\$ 63,231	\$ -	\$ 991,028	\$ 99,103	\$ 891,925
B.3.2 to B.3.6	RPV1	Rancho Palos Verdes	\$ -	\$ 177,192	\$ -	\$ -	\$ -	\$ 28,417	\$ -	\$ 205,609	\$ 20,561	\$ 185,048
<b>Subtotal for Additional Sites (Amendment No. 25)</b>			\$ -	\$ 1,583,662	\$ 309,374	\$ 297,675	\$ 160,490	\$ 28,417	\$ -	\$ 2,522,675	\$ 252,268	\$ 2,270,408
B.3.7		Consoles for LARTCS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 502,275	\$ 50,228	\$ 452,048
B.3.8		Logging Recorder	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,743,216	\$ -	\$ 1,743,216
B.3.9		System Management and Monitoring Subsystem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 445,681	\$ 44,568	\$ 401,113
B.4.6		ECC Licensing <sup>(Note 6)</sup>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.10		Pre-Installation Testing Acceptance - Core Staging for SOT Prep	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.10.1.DTVRS		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (DTVRS)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,344,147	\$ 234,415	\$ 2,109,732
B.3.10.1.ACVRs		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (ACVRs)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 746,582	\$ 74,658	\$ 671,924
B.3.10.1.LARTCS		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (LARTCS)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 966,294	\$ 96,629	\$ 869,664
B.3.10.1.NMDN		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (NMDN)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 254,660	\$ 25,466	\$ 229,194

## EXHIBIT C.4 - SCHEDULE OF PAYMENTS PHASE 3 - SUPPLY LMR SYSTEM COMPONENTS

Deliverable/ Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable		Equipment Purchase in Phase 1 Credit per Site <i>(Note 1,11,12,13, 14)</i>	DTVRS	ACVRS	LARTCS	NMDN	Microwave	Credits <i>(Note 2)</i>	Total Contract Sum - Total Payable Amount for Phase 3 <i>(Note 1, 3, 8)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.3.10.1.FINAL		Pre-Installation Testing Acceptance - Core Staging for SOT Prep FINAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,626	\$ 25,063	\$ 225,563
B.3.10.2.BALANCE		Pre-Installation Testing Acceptance - Balance of Sites by Site	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,456,627	\$ 245,663	\$ 2,210,964
		Equipment Shipment: Credit for Portable Radio Upgrades	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (361,900)	\$ (36,190)	\$ (325,710)
Base.22.3.2		Performance Bond for Phase 3 - Supply LMR System Components	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 474,041		\$ 474,041
		Total Lease Costs for Phase 3 - Supply LMR System Components		N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Base.22.2.1		Liability Insurance (General and Professional)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 440,691		\$ 440,691
<b>Total for Phase 3 - Supply LMR System Components:</b>			<b>\$ -</b>	<b>\$ (15,295,521)</b>	<b>\$ 24,680,485</b>	<b>\$ 7,065,274</b>	<b>\$ 7,607,752</b>	<b>\$ 2,290,604</b>	<b>\$ 1,888,110</b>	<b>\$ 212,620</b>	<b>\$ 49,646,247</b>	<b>\$ 3,785,679</b>	<b>\$ 45,860,567</b>

Note 1: Pursuant to Amendment No. Three, effective as of December 19, 2013, (a) Contractor's provision and implementation of certain equipment reflected in Exhibit C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, was moved from Phases 3 and 4 to Phase 1; and (b) Contractor was engaged to provide and implement under Phase 1, certain additional equipment reflected in Exhibit C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, (the equipment described in clauses (a) and (b) is collectively referred to as the "Specified Equipment").

In connection therewith, (i) a Unilateral Option Sum in the amount of \$4,362,681 was moved from Schedules C.4 (Schedule of Payments Phase 3 – Supply LMR System Components) and C.5 (Schedule of Payments Phase 4 – System Implementation) to Exhibit C (Schedule of Payments) to Schedule C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, and thereafter such Unilateral Option Sum was converted to a Contract Sum; and (ii) a Unilateral Option Sum in the amount of \$1,285,230 was added to Schedule C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, and thereafter such Unilateral Option Sum was converted to a Contract Sum.

Note 2: Pursuant to Amendment No. Nine, effective November 19, 2014, the Authority removed 1 LMR System Site for Phases 1 through 4. As such, Credits were realized in the amount of \$646,001. However, the cost for preparing Project Descriptions for 26 potential replacement sites in the amount of \$303,524 was utilized in Phase 1. As such, the remaining Credit balance of \$342,477 is reserved for use for a future replacement site.

Note 3: Pursuant to Amendment No. Ten, effective February 17, 2015, Exhibit C.3 (Schedule of Prices - Supply LMR System Components) was amended by Amendment No. 10 to reflect the conversion of Unilateral Option Sum to Contract Sum for (a) the conversion of Unilateral Option Sum to Contract Sum for for eight (8) LMR System Site currently contemplated in the Design and the addition of five (5) LMR System Sites; and (b) the removal of four (4) sites.

Note 4: Credit in the amount of \$547,158 for LAH was moved to LAHE in Amendment No. 10 for recordkeeping purposes.

Note 5: Pursuant to Amendment No. Eleven, effective April 28, 2015, Exhibit C.3 (Schedule of Prices - Supply LMR System Components) was amended by Amendment No. 11 to reflect the a credit in the amount of \$547,158 that was moved from LAH to LAHE in Amendment No. 10.

Note 6: Pursuant to Amendment No. Twelve, effective August 27, 2015, Exhibit C.3 (Schedule of Prices - Supply LMR System Components) was amended by Amendment No. 12 to shift FCC Licensing costs to Phase 1, in the amount of \$284,041.

Note 7: Pursuant to Amendment No. Sixteen, effective December 23, 2015, the Authority removed thirty-one (31) LMR System Sites for Phase 1. As such, Credits were realized in the amount of \$1,132,374. However, adding seventeen (17) new LMR System Sites to Phase 1 in the amount of \$635,537 will be taken from the credited amount of \$1,132,374, bringing the total amount of credits down to \$363,599 (inclusive of Phase 1 Work performed for 75% drawings and building permits in the amount of \$133,238) and shall be reflected in the Whitaker Middle Peak site in Phase 3. The remaining Credit balance of \$363,599 is reserved for use for a future replacement site(s).

Note 8: Pursuant to Amendment No. Seventeen, thirty-four (34) LMR System Sites were removed from further consideration; nineteen (19) LMR System Sites were included as part of the LMR System; and Phase 3 Completion Acceptance was included. In connection therewith, and in addition to all activities contemplated in this Phase 3, Unilateral Option Sums, not previously exercised, were converted into Contract Sums.

Note 9: Pursuant to Amendment No. Seventeen, a credit in the amount of \$1,002,901 was transferred from Baldwin Hills (BAH) to Saddle Peak (SPN); a credit in the amount of \$547,298 was transferred from Mount Lukens (MTL) to Signal Hill (SGH); a credit in the amount of \$522,426 was transferred from Verdugo Peak City (VPC) to Verdugo Peak County (VPK); and a credit in the amount of \$547,158 was transferred from LACity Hall East (LAHE) to Topanga Peak (TOP).

Note 10: Pursuant to Amendment No. Nineteen, one (1) LMR System Site was removed from further consideration in Phases 1-4. Also, two (2) LMR System Sites were reconciled in Phases 2-4.

Note 11: Pursuant to Amendment No. Twenty-One, credit in the amount of \$563,761 from CPK was moved to BURL, credit in the amount of \$943,771 from MLM was moved to MTL2, credit in the amount of \$181,525 from OAT was moved to LPC, credit in the amount of \$497,000 from SDW was moved to SUN, credit in the amount of \$547,298 from SGH was moved to MML, credit in the amount of \$547,158 from TOP was moved to FRP, credit in amount of \$497,000 from TPK was moved to MDL.

Note 12: Pursuant to Amendment No. Twenty-Two, credit in the amount of \$248,500 from MMC was moved to BJM and credit in the amount of \$248,000 from MMC was moved to TWR; credit in the amount of \$471,732 from RIH was moved to CPK and credit in the amount of \$471,732 from RIH was moved to DPK; credit in the amount of \$501,450 from SPN was moved to MIR and credit in the amount of \$501,451 from SPN was moved to TPK.

Note 13: Pursuant to Amendment No. Twenty-Four, credit in the amount of \$482,444 from MVS was moved to LEPS and credit in the amount of \$501,451 from TPK was moved LACDEL.

Note 14: Pursuant to Amendment No. Twenty-Five, credit in the amount of \$501,451 from LACFDEL was moved to DPK; credit in the amount of \$496,165 from WTR was moved to FRP and \$396,000 from WTR was moved to GMT. Credit in the amount of \$496,165 from WMP was moved to JPK2 and credit in the amount of \$363,599 from WMP was moved to MTL2.

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

Deliverable/Task /Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Phase 4 Total					
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management <i>(Note 1)</i>	Contract Sum - Payable Amount for Phase 4	10% Holdback Amount	Payable Amount Less 10% Holdback
<b>B.4.2.2</b>		<b>Site Installation Test Acceptance</b>						
B.4.2.2	BAH	Baldwin Hills		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	BJM	Black Jack Peak		\$ -	\$ -	\$ 224,415	\$ 22,441	\$ 201,973
B.4.2.2	BMT	Bald Mountain		\$ -	\$ -	\$ 139,685	\$ 13,968	\$ 125,716
B.4.2.2	BRK	Blue Rock		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	BUR	Burnt Peak		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	BVG	Beverly Glen		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	CCB	Compton Court Building		\$ -	\$ -	\$ 97,624	\$ 9,762	\$ 87,862
B.4.2.2	CEP	Century Plaza		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	CLM	Claremont		\$ -	\$ -	\$ 26,062	\$ 2,606	\$ 23,456
B.4.2.2	CPK	Castro Peak		\$ -	\$ -	\$ 171,152	\$ 17,115	\$ 154,037
B.4.2.2	DPK	Dakin Peak		\$ -	\$ -	\$ 200,523	\$ 20,052	\$ 180,471
B.4.2.2	ELSGDPD	El Segundo PD		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	ENCI	Encinal 1 (Fire Camp)		\$ -	\$ -	\$ 86,186	\$ 8,619	\$ 77,568
B.4.2.2	GRM	Green Mountain		\$ -	\$ -	\$ 160,697	\$ 16,070	\$ 144,627
B.4.2.2	HPK	Hauser Peak		\$ -	\$ -	\$ 169,859	\$ 16,986	\$ 152,873
B.4.2.2	JKP	Johnstone Peak		\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.2	LACF028	FS 28		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF056	FS 56		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF071	FS 71		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF072	FS 72		\$ -	\$ -	\$ 98,585	\$ 9,858	\$ 88,726
B.4.2.2	LACF077	FS 77		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF084	FS 84		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF091	FS 91		\$ -	\$ -	\$ 42,234	\$ 4,223	\$ 38,010
B.4.2.2	LACF099	FS 99		\$ -	\$ -	\$ 0	\$ -	\$ -
B.4.2.2	LACF149	FS 149		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF144	FS 144		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF149	FS 149		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF157	FS 157		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF196	FS 169		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACFCP09	CP 9		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACFDEL	Los Angeles County Fire Departmental Del Valle Training Camp		\$ -	\$ -	\$ 59,918	\$ 5,992	\$ 53,926
B.4.2.2	LAH	LA City Hall		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LBR	Lower Blue Ridge		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LDWP243	DWP Sylmar Water Ladder		\$ -	\$ -	\$ 70,592	\$ 7,059	\$ 63,532
B.4.2.2	MAM	Magic Mountain		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MDI	Mount Disappointment		\$ -	\$ -	\$ 210,952	\$ 21,095	\$ 189,856
B.4.2.2	MLE	Mount Lee		\$ -	\$ -	\$ 225,470	\$ 22,547	\$ 202,923
B.4.2.2	MLM	Mira Loma Facility		\$ -	\$ -	\$ 122,899	\$ 12,290	\$ 110,609
B.4.2.2	MMC	Mount McDill		\$ -	\$ -	\$ 177,266	\$ 17,727	\$ 159,539
B.4.2.2	MTL	Mount Lukens		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MTF	Mount Thom		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MTW	Mount Washington		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MVS	Monte Vista (Star Center)		\$ -	\$ -	\$ 74,197	\$ 7,420	\$ 66,777
B.4.2.2	OAT	Oat Mountain OAT		\$ -	\$ -	\$ 31,374	\$ 3,137	\$ 28,236
B.4.2.2	OMC	Oat Mountain OMC		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	ONK	Oat Mountain Nike		\$ -	\$ -	\$ 201,776	\$ 20,178	\$ 181,598
B.4.2.2	PHN	Puente Hills		\$ -	\$ -	\$ 165,029	\$ 16,503	\$ 148,526
B.4.2.2	PRG	Portal Ridge		\$ -	\$ -	\$ 129,425	\$ 12,942	\$ 116,482
B.4.2.2	PSH	Pomona 1620 Hillcrest		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	RDNBPD	Redondo Beach PD		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	RHT	Rolling Hills Transmit		\$ -	\$ -	\$ 136,626	\$ 13,663	\$ 122,964
B.4.2.2	RIH	Rio Hondo		\$ -	\$ -	\$ 151,646	\$ 15,165	\$ 136,481
B.4.2.2	RPVE001	Rancho Palos Verde City Hall		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	SAG	San Augustine		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	SDW	San Dimas		\$ -	\$ -	\$ 118,369	\$ 11,837	\$ 106,532
B.4.2.2	SGH	Signal Hill		\$ -	\$ -	\$ 80,521	\$ 8,052	\$ 72,469
B.4.2.2	SPC	San Pedro Hill		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	SPN	Saddle Peak		\$ -	\$ -	\$ 129,610	\$ 12,961	\$ 116,649
B.4.2.2	SUN	Sunset Ridge		\$ -	\$ -	\$ 143,789	\$ 14,379	\$ 129,410
B.4.2.2	SWP	San Vicente Peak		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	SWP	Southwest Area Station		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	TOP	Topanga Peak		\$ -	\$ -	\$ 142,673	\$ 14,267	\$ 128,405
B.4.2.2	TPK	Tejon Peak		\$ -	\$ -	\$ 153,478	\$ 15,348	\$ 138,131
B.4.2.2	TWR	Tower Peak		\$ -	\$ -	\$ 179,547	\$ 17,955	\$ 161,592
B.4.2.2	VPC	Verdugo Peak (City)		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	WAD	Walker Drive		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	WMP	Whittaker Middle Peak		\$ -	\$ -	\$ 90,473	\$ 9,047	\$ 81,426
B.4.2.2	WS1	100 Wilshire		\$ -	\$ -	\$ 87,459	\$ 8,746	\$ 78,713
B.4.2.2	WTR	Whittaker Ridge		\$ -	\$ -	\$ 129,385	\$ 12,938	\$ 116,446
B.4.2.2	LAPD077	77TH Street Area Complex		\$ -	\$ -	\$ -	\$ -	\$ -

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

Deliverable/Task /Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Phase 4 Total					
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management <i>(Note 1)</i>	Contract Sum - Payable Amount for Phase 4	10% Holdback Amount	Payable Amount Less 10% Holdback
B.4.2.2	LAPDDVN	Devonshire Area station		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	FCCF	L.A. County Fire Command		\$ -	\$ -	\$ 215,429	\$ 21,543	\$ 193,886
B.4.2.2	LAPDVDC	Valley Dispatch Center		\$ -	\$ -	\$ -	\$ -	\$ -
<b>Phase 4 Subtotals Phase 4 - LMR System Implementation Per Site Detail</b>				\$ -	\$ -	\$ 4,644,924	\$ 464,492	\$ 4,180,432
<b>ADDITIONAL SITES (AMENDMENT NO. 10)</b>								
B.4.2.2		<b>Site Installation Test Acceptance</b>						
B.4.2.2	APC	Airport Courthouse		\$ -	\$ -	\$ 39,361	\$ 3,936	\$ 35,425
B.4.2.2	BCHCPRK	Beverly Hills' Coldwater Canyon Park		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACFI36	FS 136		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LAHE	L.A. City Hall East		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	OLI	Olinda		\$ -	\$ -	\$ 60,600	\$ 6,060	\$ 54,540
<b>Subtotal for Additional Sites (Amendment No. 10)</b>				\$ -	\$ -	\$ 99,961	\$ 9,996	\$ 89,965
<b>ADDITIONAL SITES (AMENDMENT NO. 17)</b>								
B.4.2.2		<b>Site Installation Test Acceptance</b>						
B.4.2.2	AGH	Agoura Hills		\$ -	\$ -	\$ 95,136	\$ 9,514	\$ 85,622
B.4.2.2	BUR1	Burnt Peak 1		\$ -	\$ -	\$ 178,515	\$ 17,852	\$ 160,664
B.4.2.2	CCT	Criminal Court (Foltz)		\$ -	\$ -	\$ 88,854	\$ 8,885	\$ 79,969
B.4.2.2	CRN	Cerro Negro		\$ -	\$ -	\$ 100,942	\$ 10,094	\$ 90,848
B.4.2.2	FRP	Frost Peak (Upper Blue Ridge)		\$ -	\$ -	\$ 210,218	\$ 21,022	\$ 189,196
B.4.2.2	GMT	Grass Mountain		\$ -	\$ -	\$ 65,679	\$ 6,568	\$ 59,111
B.4.2.2	H-17A	H-17 Helipad		\$ -	\$ -	\$ 45,737	\$ 4,574	\$ 41,163
B.4.2.2	LARICSHQ	LA-RICS Headquarters		\$ -	\$ -	\$ 26,062	\$ 2,606	\$ 23,456
B.4.2.2	LASDTEM	Los Angeles County Sheriff's Department Temple Station		\$ -	\$ -	\$ 45,805	\$ 4,581	\$ 41,225
B.4.2.2	LPC	Loop Canyon		\$ -	\$ -	\$ 51,893	\$ 5,189	\$ 46,704
B.4.2.2	LEPS	Lower Encinal Pump Station		\$ -	\$ -	\$ 87,347	\$ 8,735	\$ 78,612
B.4.2.2	MIR	Mirador		\$ -	\$ -	\$ 123,518	\$ 12,352	\$ 111,166
B.4.2.2	MML	Magic Mountain Link		\$ -	\$ -	\$ 217,931	\$ 21,793	\$ 196,138
B.4.2.2	MTL2	Mount Lukens 2		\$ -	\$ -	\$ 214,060	\$ 21,406	\$ 192,654
B.4.2.2	PDC	Pacific Design Center Los Angeles County Sheriff's Department Palmdale		\$ -	\$ -	\$ 102,627	\$ 10,263	\$ 92,364
B.4.2.2	PLM	Station		\$ -	\$ -	\$ 48,384	\$ 4,838	\$ 43,546
B.4.2.2	PMT	Pine Mountain		\$ -	\$ -	\$ 65,679	\$ 6,568	\$ 59,111
B.4.2.2	PWT	Portshead Tank		\$ -	\$ -	\$ 61,450	\$ 6,145	\$ 55,305
B.4.2.2	VPK	Verdugo Peak County		\$ -	\$ -	\$ 129,751	\$ 12,975	\$ 116,776
<b>Subtotal for Additional Sites (Amendment No. 17)</b>				\$ -	\$ -	\$ 1,959,588	\$ 195,959	\$ 1,763,629
<b>ADDITIONAL SITE (AMENDMENT NO. 21)</b>								
B.4.2.2		<b>Site Installation Test Acceptance</b>						
B.4.2.2	JPK2	Johnstone Peak - 2		\$ -	\$ -	\$ 197,335	\$ 19,734	\$ 177,602
<b>Subtotal for Additional Site (Amendment No. 21)</b>				\$ -	\$ -	\$ 197,335	\$ 19,734	\$ 177,602
<b>ADDITIONAL SITES (AMENDMENT NO. 25)</b>								
B.4.2.2		<b>Site Installation Test Acceptance</b>						
B.4.2.2	BHS	Baldwin Hills County		\$ -	\$ -	\$ 118,898	\$ 11,890	\$ 107,008
B.4.2.2	DPW38	Los Angeles County Department of Public Works Pump Station 38		\$ -	\$ -	\$ 163,508	\$ 16,351	\$ 147,157
B.4.2.2	RPV1	Rancho Palos Verdes		\$ -	\$ -	\$ 43,428	\$ 4,343	\$ 39,085
<b>Subtotal for Additional Site (Amendment No. 25)</b>				\$ -	\$ -	\$ 325,834	\$ 32,583	\$ 293,251
B.4.1.1.1.5		Consoles	9	\$ -	\$ -	\$ 58,462	\$ 5,846	\$ 52,616
B.4.1.1.1.5		Logging Recorder	1	\$ -	\$ -	\$ 6,496	\$ -	\$ 6,496
B.4.1.1.1.7		System Management and Monitoring Subsystem	1	\$ -	\$ -	-	-	-
B.1.15		Inventory and Maintenance Tracking Subsystem		\$ -	\$ -	-	-	-
B.4.3		Training		\$ -	\$ -	-	-	-
B.4.1.2		Spares and Test Equipment	1	\$ -	\$ -	-	-	-
B.4.2		Acceptance Testing	1	\$ -	\$ -	-	-	-
B.4.2.3		Functional Test Acceptance	1	\$ -	\$ -	\$ 423,142	\$ 42,314	\$ 380,828
B.4.2.4		Special Operational Test Acceptance	1	\$ -	\$ -	\$ 1,375,212	\$ 137,521	\$ 1,237,690
B.4.2.5		Voice System Testing Acceptance	1	\$ -	\$ -	\$ 528,928	\$ 52,893	\$ 476,035
B.4.2.6		Stress Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.8		Voice Wide Area Coverage Test Acceptance		\$ -	\$ -	-	-	-
B.4.2.8.Zone 1		Basin Zone Coverage Test Acceptance	1	\$ -	\$ -	\$ 846,284	\$ 84,628	\$ 761,656
B.4.2.8.Zone 2		Northern Desert Coverage Test Acceptance	1	\$ -	\$ -	\$ 740,499	\$ 74,050	\$ 666,449
B.4.2.8.Zone 3		Angeles National Forest Coverage Test Acceptance	1	\$ -	\$ -	\$ 634,713	\$ 63,471	\$ 571,242
B.4.2.8.Zone 4		Santa Monica Mountains Coverage Test Acceptance	1	\$ -	\$ -	\$ 423,142	\$ 42,314	\$ 380,828
B.4.2.8.Zone 5		CA-14 Corridor Coverage Test Acceptance	1	\$ -	\$ -	\$ 423,142	\$ 42,314	\$ 380,828

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

Deliverable/Task /Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Phase 4 Total										
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management <i>(Note 1)</i>	Contract Sum - Payable Amount for Phase 4	10% Holdback Amount	Payable Amount Less 10% Holdback					
B.4.2.8.Zone 6		Foothills Coverage Test Acceptance	1	\$	-	\$	423,142	\$	42,314	\$	380,828		
B.4.2.8.Zone 7		Catalina Island Coverage Test Acceptance	1	\$	-	\$	317,357	\$	31,736	\$	285,621		
B.4.2.9		Voice Aerial Coverage Test Acceptance	1	\$	-	\$	105,786	\$	10,579	\$	95,207		
B.4.2.10		Voice Waterway Coverage Test Acceptance	1	\$	-	\$	211,571	\$	21,157	\$	190,414		
B.4.2.13		Voice Railway Coverage Test Acceptance	1	\$	-	\$	211,571	\$	21,157	\$	190,414		
B.4.2.14		Voice Freeway Coverage Test Acceptance	1	\$	-	\$	105,786	\$	10,579	\$	95,207		
B.4.2.15		Voice Subscriber Access Test Acceptance	1	\$	-	\$	105,786	\$	10,579	\$	95,207		
B.4.2.17		Voice System Burn-in Test Acceptance	1	\$	-	\$	105,786	\$	10,579	\$	95,207		
B.4.2.18.1		NMDN Throughput Test Acceptance	1	\$	-	\$	528,928	\$	52,893	\$	476,035		
B.4.2.18.2		NMDN Wide Area Coverage Test Acceptance		\$	-	\$							
B.4.2.18.2.Zone 1		Basin Zone Coverage Test Acceptance	1	\$	-	\$	528,928	\$	52,893	\$	476,035		
B.4.2.18.2.Zone 2		Northern Desert Coverage Test Acceptance	1	\$	-	\$	423,142	\$	42,314	\$	380,828		
B.4.2.18.2.Zone 3		Angeles National Forest Coverage Test Acceptance	1	\$	-	\$	423,142	\$	42,314	\$	380,828		
B.4.2.18.2.Zone 4		Santa Monica Mountains Coverage Test Acceptance	1	\$	-	\$	211,571	\$	21,157	\$	190,414		
B.4.2.18.2.Zone 5		CA-14 Corridor Coverage Test Acceptance	1	\$	-	\$	211,571	\$	21,157	\$	190,414		
B.4.2.18.2.Zone 6		Foothills Coverage Test Acceptance	1	\$	-	\$	211,571	\$	21,157	\$	190,414		
B.4.2.18.2.Zone 7		Catalina Island Coverage Test Acceptance	1	\$	-	\$	105,786	\$	10,579	\$	95,207		
B.4.2.18.5		NMDN Data Aerial Coverage Test Acceptance	1	\$	-	\$	105,786	\$	10,579	\$	95,207		
B.4.2.18.6		NMDN Fire Stn & Parking Coverage Test Acceptance	1	\$	-	\$	-	\$	-	\$	-		
B.4.2.18.7		NMDN Freeway Coverage Test Acceptance	1	\$	-	\$	105,786	\$	10,579	\$	95,207		
B.4.2.18.8		NMDN Waterway Coverage Test Acceptance	1	\$	-	\$	211,571	\$	21,157	\$	190,414		
B.4.2.18.9		NMDN Projected Load Test Acceptance	1	\$	-	\$	211,571	\$	21,157	\$	190,414		
B.4.2.18.10		NMDN CAD Baseline System Test Acceptance	1	\$	-	\$	105,786	\$	10,579	\$	95,207		
B.4.2.18.11		NMDN Burn-in Test Acceptance	1	\$	-	\$	105,786	\$	10,579	\$	95,207		
B.4.4.1		Final Migration/Cutover Plan Delivered		\$	-	\$	-	Included	\$	-	\$	-	
B.4.5		Final System Support Plan Delivered		\$	-	\$	-	Included	\$	-	\$	-	
B.4.6		Final Disaster Recovery Plan Delivered		\$	-	\$	-	Included	\$	-	\$	-	
B.4.7		Final Special Event Plans Delivered		\$	-	\$	-	Included	\$	-	\$	-	
B.4.8/Base.11.2.1		Final LMR System Acceptance		\$	-	\$	-	As provided for in Base.11.2.1	\$	-	\$	-	
B.4.9		Final Warranty Plan Delivered		\$	-	\$	-	Included	\$	-	\$	-	
		Credit for Services Performed in Phase 1	1	\$	-	\$	(765,576)	\$	(76,558)	\$	(689,018)		
		Project Management	1	\$	-	\$	-	Included as Reflected	\$	-	\$	-	
Base.22.3.2		Performance Bond	1	\$	-	\$	-	\$	99,722	\$	-	\$	99,722
		Total Lease Costs		\$	-	\$	-	\$	-	\$	-	\$	-
Base.22.2.1		Liability Insurance (Professional and General)	1	\$	-	\$	-	\$	527,500		\$	527,500	
<b>B.4.10</b>		<b>Phase 4 Completion Acceptance</b>		<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>10,241,502</b>	<b>\$</b>	<b>1,024,150</b>	<b>\$</b>	<b>9,217,352</b>
<b>Total for Phase 4 - LMR System Implementation:</b>				<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>27,974,298</b>	<b>\$</b>	<b>2,734,058</b>	<b>\$</b>	<b>25,240,240</b>

Note 1: Pursuant to Amendment No. Three, effective as of December 19, 2013, (a) Contractor's provision and implementation of certain equipment reflected in Exhibit C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, was moved from Phases 3 and 4 to Phase 1; and (b) Contractor was engaged to provide and implement under Phase 1, certain additional equipment reflected in Exhibit C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, (the equipment described in clauses (a) and (b) is collectively referred to as the "Specified Equipment").

In connection therewith, (i) a Unilateral Option Sum in the amount of \$4,362,681 was moved from Schedules C.4 (Schedule of Payments Phase 3 – Supply LMR System Components) and C.5 (Schedule of Payments Phase 4 – System Implementation) to Exhibit C (Schedule of Payments) to Schedule C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, and thereafter such Unilateral Option Sum was converted to a Contract Sum; and (ii) a Unilateral Option Sum in the amount of \$1,285,230 was added to Schedule C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, and thereafter such Unilateral Option Sum was converted to a Contract Sum.

Note 2: Pursuant to Amendment No. Nine, effective November 19, 2014, the Authority removed 1 LMR System Site for Phases 1 through 4. As such, Credits were realized in the amount of \$646,001. However, the cost for preparing Project Descriptions for 26 potential replacement sites in the amount of \$303,524 was utilized in Phase 1. As such, the remaining Credit balance of \$342,477 is reserved for use for a future replacement site.

Note 3: Pursuant to Amendment No. Ten, effective February 17, 2015, Exhibit C.4 (Schedule of Prices - LMR System Implementation) was amended by Amendment No. 10 to reflect the conversion of Unilateral Option Sum to Contract Sum for (a) the conversion of Unilateral Option Sum to Contract Sum for eight (8) LMR System Site currently contemplated in the Design and the addition of five (5) LMR System Sites; and (b) the removal of four (4) sites.

Note 4: Pursuant to Amendment No. Eleven, effective April 28, 2015, Exhibit C.4 (Schedule of Prices - LMR System Implementation) was amended by Amendment No. 11 to reflect the project administration costs for one (1) LMR System Site.  
Note 5: Pursuant to Amendment No. Seventeen, thirty-four (34) LMR System Sites were removed from further consideration; nineteen (19) LMR System Sites were included as part of the LMR System; and Phase 4 Completion Acceptance was included. In connection therewith, and in addition to all activities contemplated in this Phase 4, Unilateral Option Sums, not previously exercised, were converted into Contract Sums.

Note 6: Pursuant to Amendment No. Eleven, effective April 28, 2015, Exhibit C.4 (Schedule of Prices - LMR System Implementation) was amended by Amendment No. 11 to reflect the project administration costs for one (1) LMR System Site.

Note 7: Pursuant to Amendment No. Nineteen, one (1) LMR System Site was removed from further consideration in Phases 1-4. Also, two (2) LMR System Sites were reconciled in Phases 2-4.



**LOS ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM AUTHORITY**

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JOHN RADELEFF  
INTERIM EXECUTIVE DIRECTOR

March 2, 2017

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

Dear Directors:

**AMENDMENT NO. 10 FOR  
PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES**

**SUBJECT**

Board approval is requested to authorize the Interim Executive Director to execute Amendment No. 10 to the Professional Broadband Engineering Consulting Services Agreement with Televate, LLC (Televate) to extend the term of the contract with Televate to June 30, 2017, to increase certain hourly rates to account for the inclusion of travel expenses.

**RECOMMENDED ACTION**

It is recommended that your Board:

1. Approve Amendment No. 10, which contemplates among other things, an extension to the term of the Televate Agreement to June 30, 2017, to allow Televate to continue assisting the Authority with the PSBN Warranty Period closeout work and ongoing PSBN operations work.
2. Revise Exhibit B (Schedule of Payments) to reflect an increase in certain Hourly Rates (Partner, Senior Subject Matter Expert, and Subject Matter Expert), effective March 13, 2017, to account for the inclusion of travel expenses.
3. Approve an increase to the Maximum Contract Sum in the amount of \$680,000, increasing the Maximum Contract Sum amount from \$8,061,978 to \$8,741,978 to allow Televate to continue assisting the Authority with the work contemplated in

**AGENDA ITEM J**



recommendation 1, as well as an increase certain hourly rates to account for the inclusion of travel.

4. Delegate authority to the Interim Executive Director to execute Amendment No. 10, substantially similar in form to the Enclosure.

## **BACKGROUND**

In 2015, the United States Congress passed a bill which was signed by the President that extended the expenditure deadline for Broadband Technology Opportunities Program (BTOP) recipients, including LA-RICS, through the Federal Fiscal Year 2020. This extension permitted LA-RICS to work with the federal grantor to continue efforts on the initial buildout and subsequent close out period and the Authority is in the midst of such close out.

On August 23, 2016, the Interim Executive Director recommended, and the Oversight Committee approved, Amendment No. 18 to PSBN Agreement No. LA-RICS 008 with Motorola Solutions, Inc. (Motorola), which contemplated, among other things, a no-cost extension to the PSBN Warranty Period until December 31, 2016. In connection with this action, on November 3, 2016, your Board approved Amendment No. 8 with Televate to, among other things, extend their term until January 31, 2017, to assist with such warranty closeout.

On December 12, 2016, your Board approved Amendment No. 19 to the PSBN Agreement with Motorola, which contemplated, among other things, another no-cost extension to the PSBN Warranty Period until March 31, 2017. In connection with this action, your Board approved Amendment No. 9 with Televate to, among other things, extend their term until March 31, 2017, to continue with assisting with the warranty closeout.

In connection with this action, Agenda Item H for Amendment No. 21 with Motorola, contemplates a month-to-month PSBN Warranty Period extension to conclude certain items within the PSBN Warranty Period to complete PSBN Upgrades and allow for the delivery of site and System Documentation.

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

The purpose of the recommended actions is to authorize Amendment No. 10 which contemplates, among other things, an (a) extension the term of the Agreement to June 30, 2017, to allow Televate to continue assisting the Authority with the PSBN Warranty Period closeout work and ongoing PSBN operations work; (b) increase certain hourly rates to account for the inclusion of travel expenses; (c) increase the Maximum Contract

Sum by \$680,000 for this work through June 30, 2017; and (d) delegate authority to the Interim Executive Director to execute the amendment.

It is necessary to extend Televate's term to allow them to continue to provide broadband engineering support to the Authority during the closeout of the Warranty Period as well as provide ongoing PSBN operations support. Such support includes, but is not limited to, PSBN upgrade validation, review of contract close-out documentation, optimization support, operations support, training management, onboarding agencies support (interconnection engineering, device connection support, troubleshooting), negotiation support regarding close-out items (if any), small cell technical support, drive testing and drive test evaluation, FirstNet Key Learning Conditions (KLC) support; operational engineering/configuration support; implementation of security policy and process management; and providing LTE Training and Support services.

Additionally, this recommended action requests approval to increase certain hourly rates for certain positions within the Televate Agreement, three (3) in particular (Partner, Senior Subject Matter Expert, and Subject Matter Expert), to account for travel expenses. The rates increased by \$15.00 and \$18.00 for the positions of Partner, Senior Subject Matter Expert, and Subject Matter Expert. The current Agreement was executed in a manner that contemplated Televate's travel expenses be charged in accordance with LA-RICS (i.e. the County of Los Angeles) Travel Policy and Reimbursement Rates and by extension, all Televate's travel be coordinated and processed by the Authority. This is not consistent with our other LA-RICS' Consultant agreements, as travel expenses are typically loaded into the hourly rate and all travel arrangements are coordinated and paid for by the Consultant. To align with this practice, the recommendation is to allow for an increase in hourly rates for certain positions to account for travel expenses. Please note that the Televate agreement does not include a Cost of Living Adjustment (COLA) provision, therefore further rates adjustments are not anticipated.

Further, the Authority requires Televate's assistance through June 30, 2017, at minimum, assist with ongoing PSBN operations and onboarding of users. In the event the Authority receives formal augmentation of the Broadband Technology Opportunities Program (BTOP) grant to contemplate additional PSBN project objectives, the Authority intends to bring before your Board an amendment for Televate that contemplates an extended term and budget that accounts for that work.

### **FISCAL IMPACT/FINANCING**

The activities contemplated in Amendment No. 10 will increase the Maximum Contract Sum by \$680,000 from \$8,061,978 to \$8,741,978, which contemplates the increased hourly rates. All contract costs related to the services rendered under Amendment No. 10 will be reimbursable under the BTOP grant and/or the Long Term Evolution (LTE)

Operations and Maintenance (O&M) funding contemplated in LA-RICS' Adopted Fiscal Year 2016-17 Operating Budget.

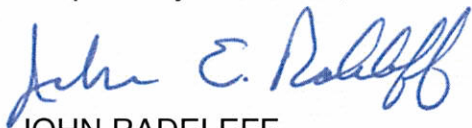
**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

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. 10, substantially similar in form to the Enclosure.

Respectfully submitted,



JOHN RADELEFF  
INTERIM EXECUTIVE DIRECTOR

JA:pl

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Enclosure

c: Counsel to the Authority

## AMENDMENT NUMBER TEN

### TO AGREEMENT NO. 004

#### PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES

This Amendment Number Ten (together with all exhibits, attachments, and schedules hereto, "Amendment No. 10") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Televate, LLC ("Consultant"), effective as of March \_\_\_\_\_, 2017 based on the following recitals:

#### RECITALS

Authority and Consultant have entered into that certain Agreement No. 004 for professional broadband engineering consulting services, dated as of April 18, 2011 (together with all exhibits, attachments, and schedules thereto, all as amended prior to the date hereof, the "Agreement").

The Agreement has been previously amended by Amendment Number One, effective as of August 4, 2011, to replace Exhibit A (Scope of Work) to provide for design review services throughout the entire scope of the project, including the preparation of a Request for Proposals through system implementation.

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

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

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

with the PSBN during the warranty period of the PSBN; and (e) make certain other revisions.

The Agreement has been previously amended by Amendment Number Five, effective May 21, 2015, to reduce the Maximum Contract Sum by \$329,997, from \$6,027,000 to \$5,697,003, to decrease the level of effort apportioned to the Public Safety Broadband Network (PSBN) project as proposed in the Authority's response to a Corrective Action Plan (CAP) 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.

The Agreement has been previously amended by Amendment Number Six, effective December 22, 2015, to (a) extend the contract term to September 30, 2016, to ensure that the Phase 1 Work for PSBN Sites related to the CAP Response is completed; (b) increase Televate's scope of work to provide additional technical support including, but not limited to, developing new policies and procedures, increase the level of effort in Member agency transition/migration onto the PSBN, and increase the level of effort for PSBN device onboarding; (c) increase the Maximum Contract Sum by \$1,400,000 to contemplate the increased scope of work and extended contract term; and (d) make certain other revisions.

The Agreement has been previously amended by Amendment Number Seven, effective August 15, 2016, to (a) extend the term of the contract to December 30, 2016, to ensure there is no break in service while the Authority awaits a formal grant augmentation for PSBN Round 2 from the National Oceanic and Atmospheric Administration (NOAA) and the National Telecommunications and Information Agency (NTIA); and (b) increase the Maximum Contract Sum by \$189,975 to assist the Authority with the development of the PSBN Round 2 plan and design until September 30, 2016.

The Agreement has been previously amended by Amendment Number Eight, effective November 14, 2016, to amend the Agreement to reflect the following (a) extend the term of the contract to January, 31, 2017, to continue assisting the Authority with PSBN Warranty Period closeout work, which includes but is not limited to, PSBN upgrade validation (Revision 9 and/or Revision 11), review of contract close-out documentation, optimization support, operations support, training management, onboarding agencies support (interconnection engineering, device connection support, troubleshooting), negotiation support regarding close-out items (if any), Rose Parade support, small cell technical support, drive testing and drive test evaluation, FirstNet Key Learning Conditions (KLC) support, for a cost increase in the amount of \$360,000; (b) increase the Maximum Contract Sum by \$360,000 from \$7,286,978 to \$7,646,978 for the Warranty Period close-out work through January 31, 2017; and (c) make other certain changes as set forth in Amendment No. 8.

The Agreement has been previously amended by Amendment Number Nine, effective January 25, 2017, to amend the Agreement to reflect the following (a) extend

the term of the contract to March, 31, 2017, to align with the extended PSBN Warranty Period, to continue assisting the Authority with PSBN Warranty Period closeout, which includes but is not limited to, PSBN upgrade validation (Revision 9 and/or Revision 11), review of contract close-out documentation, optimization support, operations support, training management, onboarding agencies support (interconnection engineering, device connection support, troubleshooting), negotiation support regarding close-out items (if any), small cell technical support, drive testing and drive test evaluation, FirstNet Key Learning Conditions (KLC) support; operational engineering/configuration support; implementation of security policy and process management; and provide LTE Training and Support services in the amount of \$415,000; (b) increase the Maximum Contract Sum by \$415,000 from \$7,646,978 to \$8,061,978 for this work through March 31, 2017; and (c) make other certain changes as set forth in Amendment No. 9.

Authority and Consultant desire to further amend the Agreement to (a) extend the term of the contract to June 30, 2017, to continue assisting the Authority with PSBN Warranty Period close-out work and ongoing PSBN operations work, which includes but is not limited to, PSBN upgrade validation, review of contract close-out documentation, optimization support, operations support, training management, onboarding agencies support (interconnection engineering, device connection support, troubleshooting), negotiation support regarding close-out items (if any), small cell technical support, drive testing and drive test evaluation, FirstNet Key Learning Conditions (KLC) support; operational engineering/configuration support; implementation of security policy and process management; provide LTE Training and Support services; (b) revised Exhibit B (Schedule of Payments) to reflect an increase in certain Hourly Rates, effective March 13, 2017, to account for the inclusion of Consultant travel expenses; (c) increase the Maximum Contract Sum by \$680,000 from \$8,061,978 to \$8,741,978 for this work through June 30, 2017, which takes the increased hourly rates into consideration; and (d) make other certain changes as set forth in this Amendment No. 10.

This Amendment No. 10 is authorized under Section 6 (Changes to Agreement) of the Agreement.

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

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement. Unless otherwise noted, section references in this Amendment No. 10 refer to sections of the Agreement, as amended by this Amendment No. 10.

2. Amendments to Agreement.

2.1 The parties agree and acknowledge that the term set forth in Section 7 (Term) of the Agreement is extended until to June 30, 2017, which is incorporated herein by this reference.

2.2 Section 8 (Maximum Contract Sum) of the Agreement is deleted in its entirety and replaced with the following:

8. The "Maximum Contract Sum" is the total monetary amount payable by the Authority to Consultant for furnishing all Work and Deliverables under this Agreement, inclusive of any applicable taxes. The Maximum Contract Sum under this Agreement shall be Eight Million, Seven Hundred Forty-One Thousand, Nine Hundred Seventy-Eight Dollars (\$8,741,978).

3. Amendments to Agreement Exhibits.

3.1 Exhibit B (Schedule of Payments), is deleted in its entirety and replaced Exhibit B (Schedule of Payments), dated March 2017, attached to this Amendment No. 10, which is incorporated herein by this reference, to reflect an increase for certain Hourly Rates to account for travel expenses.

4. This Amendment No. 10 shall become effective as of the date identified in the recitals, which is the date upon which:

4.1 An authorized agent of Contractor has executed this Amendment No. 10;

4.2 Counsel to the Authority has approved this Amendment No. 10 as to form;

4.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority to execute this Amendment No. 10; and

4.4 The Executive Director of the Authority has executed this Amendment No. 10.

5. Except as expressly provided in this Amendment No. 10, all other terms and conditions of the Agreement shall remain the same and in full force and effect.

6. Consultant and the person executing this Amendment No. 10 on behalf of Consultant represent and warrant that the person executing this Amendment No. 10 for Consultant is an authorized agent who has actual authority to bind Consultant to each and every term and condition of this Amendment No. 10, and that all requirements of Consultant to provide such actual authority have been fulfilled.

7. This Amendment No. 10 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

\* \* \*



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

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

LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

TELEVATE, LLC

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

John Radeleff  
Interim Executive Director

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

Joe Ross  
Senior Partner

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

MARY C. WICKHAM  
County Counsel

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

Truc L. Moore  
Principal Deputy County Counsel



**SCHEDULE OF PAYMENTS**

Televate shall invoice monthly on an actual time and expenses accrued basis in accordance to the following:

- Televate rates based on the standard professional fee schedule (Table 1) shall remain constant throughout the term of this Agreement.
- Invoices will be sent 5-15 days following the last day of each month.
- Payments will be due within 30 days of the invoicing date.

Hourly Rates:

All labor under this agreement will be billed on an hourly (or fraction thereof) basis. The following rates apply for the labor categories under this agreement:

**TABLE 1**

<b>Professional Labor Category</b>	<b>Hourly Rate</b>
<b>Partner</b>	\$227.00
<b>Senior Subject Matter Expert</b>	\$227.00
<b>Program Manager and Professional Engineer</b>	\$186.00
<b>Subject Matter Expert</b>	\$204.00
<b>Senior Engineer</b>	\$159.00
<b>Architect Principle</b>	\$159.00
<b>Radio Design Engineer</b>	\$133.00
<b>Construction Manager</b>	\$117.00
<b>Site Acquisition Specialist</b>	\$106.00
<b>Project Coordinator</b>	\$96.00
<b>Drafting Specialist</b>	\$91.00
<b>Administrative Coordinator</b>	\$53.00
<b>Health and Medical Physics Subject Matter Expert</b>	\$575 without travel/\$625 with travel



**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

March 2, 2017

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

Dear Directors:

**AMENDMENT NO. 24 TO THE PROJECT AND  
CONSTRUCTION MANAGEMENT SERVICES AGREEMENT**

**SUBJECT**

Board approval is requested to authorize the Interim Executive Director to execute Amendment No. 24 with Jacobs Project Management Co. (Jacobs) to allow an increase to the hourly rates by 2.4 percent to account for a Cost of Living Adjustment (COLA); authorize Jacobs to continue assisting the Authority with Public Safety Broadband Network (PSBN) Warranty Period closeout work; reflect an increase in the Land Mobile Radio System (LMR System) budget to align with the current LMR System project schedule; and increase the Maximum Contract Sum in the amount of \$18,072,715, accordingly.

**RECOMMENDED ACTION**

It is recommended that your Board:

1. Approve an increase to all the hourly rates by 2.4 percent to account for a COLA in accordance with the Agreement effective January 1, 2017.
2. Authorize Jacobs to continue assisting the Authority with the PSBN Warranty closeout work through June 30, 2017, for a cost increase in the amount of \$309,000.
3. Approve an increase to the LMR System budget to align the Jacobs staff to the current LMR System Integrated Master Schedule (IMS) which contemplates

**AGENDA ITEM K**

achieving LMR Final System Acceptance and documentation closeout by Quarter 4 2020, for a cost increase in the amount of \$17,763,715.

4. Approve an increase to the Maximum Contract Sum in the amount of \$18,072,715 from \$38,098,957 to \$56,171,672 when taking the cost increases including and the increased hourly rates into consideration.
5. Delegate authority to the Executive Director to execute Amendment No. 24 with Jacobs, substantially similar in form to the enclosed, and issue one or more Notices to Proceed for this work.

## **BACKGROUND**

In 2015, the United States Congress passed a bill which was signed by the President that extended the expenditure deadline for Broadband Technology Opportunities Program (BTOP) recipients, including LA-RICS, through the Federal Fiscal Year 2020. This extension permitted LA-RICS to work with the federal grantor to continue efforts on the initial buildout and subsequent close out period and the Authority is in the midst of such close out.

On August 23, 2016, the Interim Executive Director recommended, and the Oversight Committee approved, Amendment No. 18 to PSBN Agreement No. LA-RICS 008 with Motorola Solutions, Inc. (Motorola), which contemplated, among other things, a no-cost extension to the PSBN Warranty Period until December 31, 2016. In connection with this action, on November 3, 2016, your Board approved Amendment No. 22 with Jacobs to continue assisting the Authority with the PSBN Warranty Period closeout work until January 31, 2017.

On December 12, 2016, your Board approved Amendment No. 19 to the PSBN Agreement with Motorola, which contemplated, among other things, another no-cost extension to the PSBN Warranty Period until March 31, 2017. In connection with this action, on January 12, 2017, your Board approved Amendment No. 22, with Jacobs to continue assisting the Authority with the PSBN Warranty Period closeout work until March 31, 2017.

With respect to the LMR System, the Authority continues to work closely with Motorola on the buildout of the LMR System with construction in progress. Additionally, the Authority also continues to work closely with Motorola on the reconciliation of sites to align with the LMR System redesign. As this is an iterative process, the ongoing design work has resulted in the need to reconcile certain Work, equipment, and corresponding costs for certain LMR System Sites to reflect the updated design.

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

The purpose of the recommended actions is to authorize the Interim Executive Director to execute Amendment No. 24, which would authorize a 2.4 percent increase in the hourly rates to account for a COLA; authorize Jacobs to continue assisting the Authority with the PSBN Warranty Period closeout work through June 30, 2017; reflect an increase to the LMR System budget to re-align the Jacobs staff with the IMS that reflects the extended Phase 1 activities and reflects the expected availability of grant funds; all actions increasing the Maximum Contract Sum by \$18,072,715.

On February 23, 2017, an Oversight Committee meeting was held and an amendment to the Jacobs Agreement was presented which contemplated the 2.4 percent hourly rate increases to account for a COLA in accordance with the Agreement, but the amendment did not contemplate a realignment of the project management schedule with the IMS and correspondingly did not reflect an increase to the Maximum Contract Sum. The Oversight Committee members recommended that staff present a more comprehensive amendment that clearly described the impacts of the 2.4 percent hourly rate increases over the course of the contract term reflecting the full projected deployment of the LMR System to better understand the fiscal impacts of the COLA. The Oversight members recommended we present that information to this Board. The COLA impact is set forth in the table included in the latter portion of this Board item.

The recommendation required Jacobs and Authority staff assess the impact of the COLA increase on not only the Maximum Contract Sum, but project required staffing levels of the Jacobs team out to encompass the timeline for Final System Acceptance represented in the IMS provided by the Contractor, Motorola. As your Board is aware, the LMR System design phase has extended beyond the initial construction and implementation schedule when the LMR System contract was awarded in 2013. Initial schedules anticipated achieving Final LMR System Acceptance by 2018 and the current IMS depicts Final System Acceptance in Q3 2020.

We are requesting your Board approve an increase to Jacobs' LMR System budget in the amount of \$17,763,715, to allow the budget and resources to align the with the current LMR System IMS which contemplates achieving LMR Final System Acceptance and documentation closeout by Quarter 4 2020. The Jacobs LMR System budget will be exhausted by March 2018 in accordance with projected spending in line with the IMS.

With respect to the COLA impacts, below is a table that outlines the COLA impacts for the cost increase scenarios:

<b>Work</b>	<b>COLA IMPACT</b>
PSBN Work through June 2017	\$18,920
LMR Work through Quarter 1 2018 (current Jacobs LMR System Budget)	\$209,823
LMR Work through Quarter 4 2020	\$633,713
<b>TOTAL COLA IMPACT:</b>	<b>\$862,456</b>

The COLA is in accordance with Section 3.4 of the Jacobs Agreement and is based on (1) the average salary increase or decrease granted to County of Los Angeles employees; or (2) the increase or decrease from the previous fiscal year's U.S. Department of Labor Bureau of Labor Statistics' Urban Consumer Price Index for Los Angeles-Riverside-Orange County, CA for the most recently published percentage change for the twelve (12) month period preceding each adjustment date, capped at the lesser.

The Consultant requested a COLA in December 2016 and based on a County of Los Angeles' Chief Executive Office (CEO) memo dated May 18, 2016, the general salary adjustments for the County of Los Angeles employees was 3 percent. In accordance with the COLA provision, the increase from the previous fiscal year's U.S. Department of Labor Bureau of Labor Statistics' Urban Consumer Price Index (CPI) for Los Angeles-Riverside-Orange County resulted in an increase of 2.4 percent, which is lesser. The LA-RICS staff worked closely with the CEO's office to apply the appropriate methodology, which yielded the 2.4 percent when utilizing CPI as it represented the lower of the two methodologies; however, this was not finalized until the later part of January 2017. As a result, the recommendation is to make the hourly rates effective January 1, 2017, the month following the initial request. If approved, this COLA adjustment would be the first applied as Jacobs has not received any prior COLA adjustments since the contract was awarded in March 2012.

With respect to the PSBN Warranty Period closeout work, it is necessary to authorize Jacobs, the Authority's Project and Construction Manager, to continue to assist with the closeout of the Warranty Period through June 30, 2017, in the amount of \$309,000. Such work includes, but is not limited to, continued project management services, testing and optimization, review of and implementation planning for upcoming network upgrades, review of document submissions, etc. Additionally, the Authority requires Jacobs' assistance through June 30, 2017, at minimum, to validate contract closeout documentation to ensure that all PSBN Warranty Period criteria was met in a manner consistent with the PSBN Agreement with Motorola.

### **FISCAL IMPACT/FINANCING**

The activities contemplated in Amendment No. 24 will increase the Maximum Contract Sum in the amount of \$18,072,715 from \$38,098,957 to \$56,171,672 when taking the cost increases including and the increased hourly rates into consideration. The \$18 million increase is to account for the fact that both the PSBN and LMR System projects have extended beyond the initial project completion schedules. This is particularly so for the LMR System which is currently scheduled for completion in 2020, which is two years later than the original system completion of 2018.

All contract costs related to the services rendered under Amendment No. 24 will be reimbursable under the Broadband Technology Opportunities Program (BTOP) grant for work associated with PSBN Warranty Close-out, the Urban Area Security Initiative grant program for all work associated with continued LMR services, or the Long Term Evolution (LTE) Operations and Maintenance (O&M) funding contemplated in LA-RICS' Adopted Fiscal Year 2016-17 Operating Budget.

The Authority will not issue Notices to Proceed to Jacobs if appropriate funding is not secured/available to cover the expenditures contemplated in Amendment No. 24.

### **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. 24, substantially similar in form to the enclosed.

Respectfully submitted,



JOHN RADELEFF  
INTERIM EXECUTIVE DIRECTOR

JA

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Enclosure

c: Counsel to the Authority

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

**Recitals**

This Amendment Number Twenty-Four ("Amendment No. 24") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Jacobs Project Management Co. ("Consultant"), effective as of March \_\_\_\_\_, 2017, 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 Agreement has been previously amended by Amendment No. 21, effective July 13, 2016, 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 Round 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 Round 2 buildout.

The Agreement has been previously amended by Amendment No. 22, effective November 17, 2016, to reflect the following: (a) continue assisting the Authority with the PSBN Warranty Period closeout work, which includes but is not limited to, continued project management services, negotiation support, finalization of site closeouts, review of documentation submissions, work associated with LASDCVS, and review of and implementation planning for upcoming network upgrades, until January 31, 2017, for a cost increase in the amount of \$480,000; (b) revise Appendix A-2 (Agreement Budget) to reflect an increase in the amount of \$480,000 for the work related to the PSBN Warranty Period closeout; and (c) increase the Maximum Contract Sum by \$480,000 from \$37,378,957, to \$37,858,957.

The Agreement has been previously amended by Amendment No. 23, effective January 25, 2017, to reflect the following: (a) continue assisting the Authority with the PSBN Warranty Period closeout work, which includes but is not limited to, continued project management services, negotiation support, finalization of site closeouts, review of documentation submissions, work associated with LASDCVS, and review of and implementation planning for upcoming network upgrades, until March 31, 2017, for a cost

increase in the amount of \$240,000 (b) revise Appendix A-2 (Agreement Budget) to reflect an increase in the amount of \$240,000 for the work related to the PSBN Warranty Period closeout; and (c) increase the Maximum Contract Sum by \$240,000 from \$37,858,957 to \$38,098,957.

The Authority and Consultant desire to further amend the Agreement to (a) revise Attachment B (Rate Schedule) to reflect an increase to the hourly rates by 2.4 percent to account for a Cost of Living Adjustment (COLA) in accordance with Section 3.4 of the Agreement effective January 1, 2017; (b) continue assisting the Authority with the PSBN Warranty Period closeout work, which includes but is not limited to, continued project management services, negotiation support, finalization of site closeouts, review of documentation submissions, review of and implementation planning for PSBN Upgrades and acceptance testing, until June 30, 2017, for a cost increase in the amount of \$309,000; (c) reflect an increase to the LMR System budget in the amount of \$17,763,715 to align with the LMR System Integrated Master Schedule (IMS) which contemplates achieving LMR Final System Acceptance and documentation closeout by Quarter 4 2020; (d) revise Appendix A-2 (Agreement Budget) to reflect an increase to the Maximum Contract Sum by \$18,072,715 from \$38,098,957 to \$56,171,672 when taking the cost increases including the increased hourly rates into consideration; and (e) make other certain changes as set forth in this Amendment No. 24.

This Amendment No. 24 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. 24, 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. 24. Unless otherwise noted, section references in this Amendment No. 24 refer to sections of the body of the Agreement, as amended by this Amendment No. 24.

2. Both parties agree and acknowledge that Consultant will continue to provide LTE System work until June 30, 2017, to assist the Authority with the PSBN Warranty Period closeout work, which includes but is not limited to, continued project management services, negotiation support, finalization of site closeouts, review of documentation submissions, review of and implementation planning for PSBN Upgrades and acceptance testing in exchange for the amounts set forth in the LTE System budget contemplated in Appendix A-2 (Agreement Budget).
3. Both parties agree and acknowledge that the LMR System budget will be increased to align with the LMR System IMS which contemplates achieving LMR

Final System Acceptance and documentation closeout by Quarter 4 2020 in exchange for the amounts set forth in the LMR System budget contemplated in Appendix A-2 (Agreement Budget).

4. Section 3.1, within Section 3 (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 Fifty-Six million, One Hundred Seventy-One Thousand, Six Hundred Seventy-Two Dollars (\$56,171,672).
5. Appendix A-2 (Agreement Budget) to the Agreement is hereby deleted in its entirety, and is replaced by Appendix A-2 (Agreement Budget), dated March 2017, attached to this Amendment No. 24 and incorporated by this reference to account for the cost increases described in this Amendment No. 24.
6. Attachment B (Rate Schedule) to the Agreement is hereby deleted in its entirety, and is replaced with Attachment B (Rate Schedule), effective January 1, 2017 attached to this Amendment No. 24 and incorporated by this reference to reflect an increase to the rates by 2.4 percent to account for a Cost of Living Adjustment (COLA) in accordance with Section 3.4 of the Agreement.
7. This Amendment No. 24 shall become effective as of the date identified in the recitals, which is the date upon which:
  - 7.1 An authorized officer of Consultant has executed this Amendment No. 24;
  - 7.2 The Authority's Board of Directors has authorized the execution of this Amendment No. 24, if required;
  - 7.3 Los Angeles County Counsel has approved this Amendment No. 24 as to form; and
  - 7.4 The Interim Executive Director of the Authority has executed this Amendment No. 24.
8. Except as expressly provided in this Amendment No. 24, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
9. Consultant and the person executing this Amendment No. 24 on behalf of Consultant represent and warrant that the person executing this Amendment No. 24 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. 24, and that all requirements of Consultant to provide such actual authority have been fulfilled.

10. This Amendment No. 24 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.
11. This Amendment No. 24 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-FOUR TO  
AGREEMENT FOR CONSULTANT SERVICES**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 24 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 C. WICKHAM  
County Counsel

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

Truc L. Moore  
Principal Deputy County Counsel



**APPENDIX A-2  
AGREEMENT BUDGET**

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

<b>LMR SYSTEM</b>	
Phase 0 – Preliminary Phase – Project Startup	\$2,341,038
Phase 1 – System Design	\$19,830,129
Phase 2 – Site Construction and Site Modification	\$10,835,704
Phase 3 – Supply LMR System Components	\$433,020
Phase 4 – System Implementation	\$10,596,669
Phase 5 – System Maintenance	-
LMR System Other Direct Costs	\$850,050
<b>LMR System Total</b>	<b>\$44,886,610</b>

<b>LTE SYSTEM</b>	
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	\$2,281,500
Phase 5 – System Maintenance	-
LTE System Other Direct Costs	\$588,133
<b>LTE System Total</b>	<b>\$11,284,785</b>

<b>MAXIMUM CONTRACT SUM</b>	<b>\$56,171,395</b>
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## ATTACHMENT B RATE SCHEDULE

Los Angeles Regional Interoperable Communications Systems  
(LA-RICS) - Rate/Position Schedule: January 2017

Position	Name	Rate
Program Director	Gary Simon	\$184
Program Manager	Chris Odenthal	\$184
Assistant Program Manager	TBD	\$174
Senior Project Manager –Technology	Mike Dipiero	\$169
Senior Project Manager – Construction	Justin Delfino	\$169
Senior Project Manager - Environmental	Jim Hoyt	\$169
Document Control	Abdul Abdul-Hafiz	\$67
Administration	Marina Nguyen	\$56
Project Manager – Entitlements	Tom Molina	\$164
Change Management Lead	Vanessa Montes	\$87
Environmental Lead	Carl Rykaczewski	\$164
Environmental Lead	Beth Defend	\$164
Environmental Subject Matter Expert	Bruce Palmer	\$164
Environmental Subject Matter Expert	Paige Peyton	\$164
Environmental Subject Matter Expert	Jason Walsh	\$164
Senior Specialist	Brian Weith	\$154
Senior Specialist	David Charleton	\$154
Senior Specialist	Jeff Berna	\$154
Specialist	Dan Woodward	\$133
GIS/Graphics Specialist	Andy Priest	\$133
GIS/Graphics Specialist	Vamshi Yellisetty	\$133
Technical Editor	Linda St. John	\$102
System Design – Backbone Network	Roy Cuevas	\$159
System Design – RF Network	Fritz Rote	\$159
Supply and Staging – Site Equipment	Nalani Whatley	\$164
Team Leader – P.E. Technology	Rafael Santillan	\$159
Team Leader – P.E. Construction	Ed Jones	\$159
Electrical Engineer	Michael Molinari	\$113
Structural Engineer	Deep Shah	\$113
Project Engineer Field Team – Technology	Dan Walker	\$154
Project Engineer Field Team – Site/Civil	Steve Sanchez	\$154
Project Engineer Field Team – Site/Civil	Riad El Masri	\$154
Contract Administration - Internal	Angelica Villicana	\$164
Community Outreach Support	Katz	\$200
Site Access/Zoning	Tanya Roth	\$113
Site Access/Zoning	Raquel Barnes	\$113
Scheduling	John Matsumoto	\$145
Program Controls Manager	TBD	\$169
System Manager – LMR	TBD	\$164
System Manager – LTE	TBD	\$164
Construction Manager – Site/Civil	TBD	\$154
Environmental Subcontract	TBD	\$200

**ATTACHMENT B**  
**Amended and Restated Under Amendment No. 24 (January 2017)**

<b>Position</b>	<b>Name</b>	<b>Rate</b>
Site Assessment	TBD	\$145
Constructability/Design Review	TBD	\$145
Scheduler Support	TBD	\$133
Estimating	TBD	\$145
Warranty Support	TBD	\$164
Labor Compliance	TBD	\$154



## 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

March 2, 2017

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

Dear Directors:

### **APPROVE A TELECOMMUNICATIONS SITE LICENSE AGREEMENT FOR LAND MOBILE RADIO SYSTEM SITE**

#### **SUBJECT**

Board approval is requested to delegate authority to the Interim Executive Director to finalize and execute an agreement substantially similar in form to the enclosed Telecommunications Site License Agreement with the Regents of the University of California for one site in the Land Mobile Radio (LMR) System.

#### **RECOMMENDED ACTION:**

It is recommended that your Board:

1. Find that the approval and execution of the Telecommunications Site License Agreement for the UCLA Factor Building (UCLA) site with the Regents of the University of California to allow all LMR System Work at that site for the design, construction, implementation, operation and maintenance of the LMR System infrastructure, is within the scope of the activities previously authorized at the UCLA site on December 12, 2016, which your Board previously found statutorily exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System (LA-RICS) project, and further found that any leased circuit work that may occur outside of the site as needed to provide connectivity to the LMR System is categorically exempt under CEQA pursuant to CEQA Guidelines sections 15301, 15303 and 15304 for the reasons set forth in this letter and in the record of the project.
2. Authorize the Interim Executive Director to finalize and execute a Telecommunications Site License Agreement with the Regents of the University of California. Association, substantially similar in form to the agreement attached hereto.

**AGENDA ITEM L**

## **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 Regents of the University of California have resulted in the attached Telecommunications Site License Agreement, Enclosures 2.

Entering into the proposed Telecommunications Site License Agreement with the Regents of the University of California 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). A list of the site covered by the agreement is attached as Enclosure 1. The licensed site 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 agreement 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 agreement 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 Regents of the University of California follows below:

Member Agency	Number of Sites	Term	Lease Cost	Zoning Requirements	Ministerial Permitting Cost
UCLA	1	10 years with 4, 5 Year renewal options	Gratis	Exempt	\$9,000.00

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

Construction of the proposed 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 the UCLA site 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**

The Ministerial Permitting Cost of \$9,000.00 will be paid by the USAI grant and/or the Member Funded JPA Operations.

**ENVIRONMENTAL DOCUMENTATION**

As the CEQA lead agency, the Authority determined on December 12, 2016, that design, construction, implementation, operation, and maintenance of LMR System infrastructure at site UCLA is exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the statutory CEQA exemption adopted specifically for the LA-RICS, which exempts these activities as long as they meet certain criteria set forth in the exemption. The Authority also determined on that date that leased circuit work that may occur outside of this site is categorically exempt under CEQA pursuant to CEQA Guidelines section 15301, 15303 and 15304. Approval and execution of a Telecommunication Site License Agreement at site UCLA are within the scope of the previously authorized activities, and the determination that these activities are exempt from CEQA remains unchanged. This determination is supported by substantial evidence in the custody of the Authority, which is incorporated in relevant part into the record of proceedings for this Telecommunication Site License Agreement.

Upon the Board's approval of the recommended action, the Authority will file a Notice of Exemption with the County Clerk for the Telecommunications Site License Agreement for UCLA in accordance with Section 15062 of the State CEQA Guidelines.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,



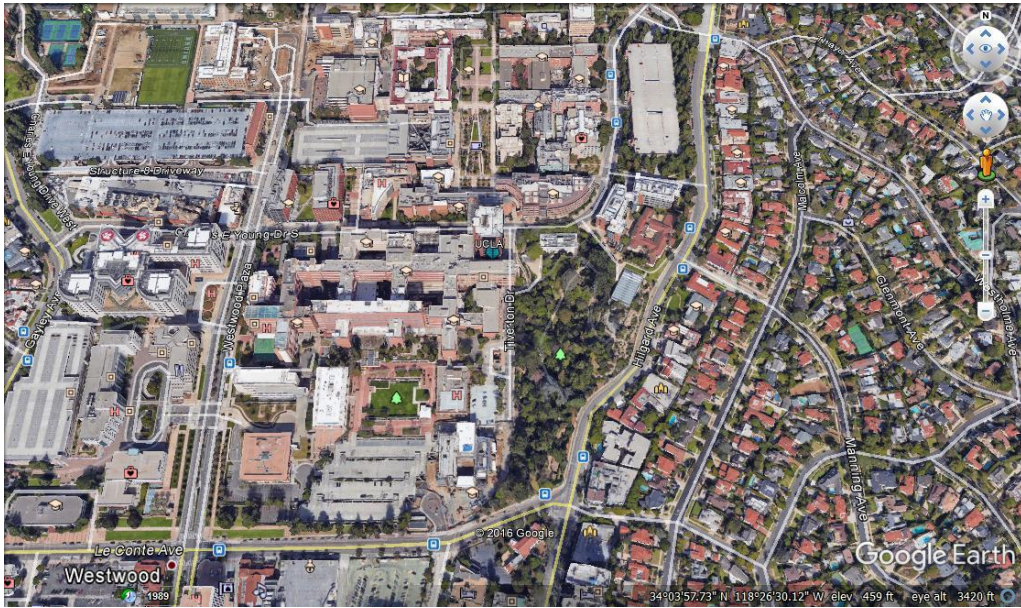
JOHN RADELEFF  
INTERIM EXECUTIVE DIRECTOR

JR:wst:pl

Enclosures

c: Counsel to the Authority

# SITE DESCRIPTION



**UCLA (Factor Building) Telecommunications Site  
700 Tiverton Avenue  
Los Angeles, CA 90024**

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code	LA City Council District	Supervisory District
UCLA	UCLA (Factor Building)	Regents of the University of California	N 34° 03' 59.97" W 118° 26' 31.32"	Los Angeles	CA	90024	5	3

## TELECOMMUNICATIONS SITE LICENSE AGREEMENT

**THIS TELECOMMUNICATIONS SITE LICENSE AGREEMENT** (together with all Exhibits attached hereto, the “**Agreement**”) is made and entered as of the \_\_\_ day of \_\_\_\_\_, 2017 (the “**Effective Date**”) by and between **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**, a California public corporation (“**Licensor**”), and **THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**, a Joint Powers Authority (“**Licensee**”).

### RECITALS

**A.** Licensor is the owner of that certain real property depicted in Exhibit A attached hereto (the “**Property**”), commonly known as the UCLA Main Campus. Licensor grants licenses to providers of Telecommunications Services for the primary purpose of affording adequate Land Mobile Radio service for public safety response for the students and local communities.in furtherance of Licensor’s educational and governmental missions.

**B.** Licensee was established pursuant to a Joint Powers Agreement dated January 2009 for coordinating governmental services to establish a wide-area interoperable public safety communications network commonly known as LA-RICS. Licensee has retained Motorola (“Vendor”) to design, construct, and perform services with respect to a regional interoperable telecommunications system and a regional interoperable broadband telecommunications system as a part of the LA-RICS; any of the Licensee member agencies may assume the Licensee’s rights and obligations under this Agreement and/or may perform services with respect to this Agreement, subject to full compliance with the requirements of this Agreement. Licensee desires to install its Site Equipment within and upon the Licensed Premises in order to provide Telecommunication Services at the Property support LA-RICS. Accordingly, Licensee has requested and Licensor has agreed to grant to Licensee a license to use the Licensed Premises for the installation, operation and maintenance of the Site Equipment, subject to and in accordance with terms and conditions of this Agreement.

**C.** All capitalized terms used in this Agreement and not specifically defined in the main text hereof or other Exhibits attached hereto shall have the meaning set forth in the Schedule of Defined Terms set forth in Exhibit B.

### AGREEMENT

In consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Licensor and Licensee agree as follows:

**1. Basic License Provisions.**

**1.1 Effective Date of Agreement.**

**1.2 Term.** Fifteen (15) years commencing on the Commencement Date and expiring on the Expiration Date, subject to extension pursuant to Section 3.2 and subject to earlier termination pursuant to the terms of this Agreement.

**1.3 Commencement Date.** \_\_\_\_\_, 2017

**1.4 Expiration Date.** The fifteenth (15th) anniversary of the Commencement Date, subject to extension for the Extension Term(s) if any Extension Option(s) are exercised.

**1.5 Extension Options.** Four (4) options to extend the Term for a period of five (5) years each pursuant to the terms of Section 3.2.

**1.6 Licensor.** The Regents of the University of California



Notice Address: UCLA Information Technology Services  
741 Charles E. Young Drive South  
CSB-1, 2nd Floor, Box 951363  
Los Angeles, California 90095-1363  
Attention: Director, Communications Infrastructure  
Telephone: 310.206.8145  
Telecopier Number: 310.206.8460

With copies to: University of California at Los Angeles  
Office of the General Counsel  
Notice Address: UCLA Legal Affairs  
Box 951405, 3149 Murphy  
Los Angeles, California 90095-1405  
Telephone: 310.825.4512  
Telecopier Number: 310.206.2390

**1.7 Licensee**

LA-RICS AUTHORITY  
Notice Address: 2525 Corporate Place, Second Floor  
City, State, Zip: Monterey Park, California 91754  
Attention: ATTN: Executive Director  
Telephone:  
Telecopier Number:

With copies to:

**1.8 Licensed Premises.** The space more particularly shown and described in Exhibit C and such certain other areas at the Property as to which Licensor has expressly granted Licensee the non-exclusive license to access and use pursuant to the terms and conditions of this Agreement. The Licensed Premises include the Antenna Site and the Equipment Space.

**1.9 Antenna Site.** The space more particularly described and identified in Exhibit C, upon which Licensee's Antenna Facilities will be installed.

**1.10 Initial Fee.** \$9,000, payable in accordance with Section 4.1 and Exhibit I.

**1.11 Additional License Fees.** Licensee shall also pay additional License Fees as more specifically set forth in this Agreement, as stated in Exhibit I. Pursuant to the terms of Section 5.2 and Exhibit I, Licensee shall also pay for utilities provided to Licensee as additional License Fees.

**2. Grant of License.**

**2.1 Right to Use Licensed Premises.** Subject to and upon the terms and conditions of this Agreement, and any covenants, conditions and restrictions recorded against the Property, and in consideration of the duties, covenants and obligations of Licensee hereunder, Licensor hereby grants Licensee a limited, non-exclusive license (the "License") to use and access the Licensed Premises to install, operate, maintain, repair and remove, at Licensee's sole expense and risk, Licensee's Site Equipment for the purpose of providing services as described in this Agreement ("Telecommunications Services").

**2.2 Reservation of Rights.** Licensor reserves the right to lease and/or license other portions of the Property to others for telecommunications transmitting or receiving sites and/or providing telecommunications, internet and data transmission services to the general public during the Term of this Agreement. Licensor reserves

the absolute right, throughout the Term of this Agreement and any extensions or renewals thereof, to maintain any existing arrangements with other telecommunications service providers, to negotiate and enter into new and modified arrangements and agreements with other telecommunications service providers, to provide services similar to the Telecommunications Services at the Property, and develop, use, operate, grant easements, subdivide and/or maintain the Property and the improvements thereon, as Licensor, in the exercise of its sole business judgment, shall determine to be in the best interest of Licensor and the Property. Licensor further reserves the right to permit other tenants, licensees and occupants of the Property to locate and operate site equipment in or on the Building on behalf of itself or third parties. Licensor may negotiate and enter into any agreement with one or more third parties to use and/or manage the vertical and horizontal risers and raceways at the Property, including the rooftop and exterior of the Building, provided that such arrangements do not materially and adversely interfere with Licensee's rights under this Agreement. Licensee does not rely on the fact, nor does Licensor represent, that any specific type or number of entities shall, during the Term of this Agreement, or any renewals or extensions thereof, occupy or use any space in the Property or use any of Licensee's Telecommunications Services.

**2.3 Installation of Site Equipment.** The installation, maintenance and removal of all Site Equipment shall be in accordance with the terms of this Agreement, including Exhibit F attached hereto and made a part hereof. Licensee agrees to use best efforts to obtain any licenses, permits or approvals and complete the installation of its Site Equipment pursuant to Exhibit F, and agrees to migrate public safety users on to the LMR trunked radio system through the use of its Site Equipment, within three hundred sixty (360) days following the Effective Date.

**2.4 Access to Telecommunications Connectivity.** If Licensee or any of its Affiliates wishes to access or use any telecommunications services, capacity or equipment at the Property, including, without limitation, T-1 connectivity, network (cross-connect) access to telecommunications facilities and services, such as access to any "Point of Presence" or "Minimum Point of Entry" or use of or access to other telecommunication services (including, without limitation, POTS line, ISDN, etc.), from or through Licensor or any other carriers, for backhaul purposes or otherwise, such access and use shall be subject to compliance with the Connectivity Guidelines attached hereto as Exhibit D.

**2.5 Access to or Use of Other Space at the Property.** Neither Licensee, nor its agents, employees or contractors shall have the right to install or operate any equipment, facilities, Cabling or other items in any portions of the Property other than the Licensed Premises, or the Raceway, or as may be set forth in a Connectivity Agreement. If at any time Licensee determines that it will need any additional space adjacent to the Licensed Premises or elsewhere at the Property to install Site Equipment in addition to that which is initially approved hereunder or to support or otherwise accommodate the operations of its Site Equipment (including, without limitation, for a backup generator or other means of backup power), Licensee shall deliver a written request to Licensor detailing the additional space requested and the intended use of the additional space. Licensor agrees to promptly respond to each request by Licensee for additional space, and will cooperate with Licensee in good faith to identify additional space that will accommodate Licensee's needs, subject to availability of suitable space, and without adversely affecting the operations of the Property or those of other licensees or occupants. Licensee's request for the use of space immediately adjacent to the Antenna Site or the Equipment Area shall not be unreasonably conditioned or denied. Once additional suitable space is agreed upon, Licensor and Licensee shall enter into either a suitable amendment to this Agreement or a separate Additional Space Agreement, setting forth the terms for Licensee's use of the additional space, including payments to Licensor, if any. .

**2.6 Acceptance of Condition.** Licensor makes no warranty or representation that the Property, Antenna Site or the Licensed Premises are suitable or adequate for Licensee's use, it being assumed that Licensee has investigated the feasibility and condition of all aspects of the Property, the Antenna Site and the Licensed Premises for Licensee's business operations and use. Licensee has inspected all relevant portions of the Property, the Licensed Premises and Antenna Site and accepts the same "AS IS, WHERE IS AND WITH ALL FAULTS" (or has assumed the risk for failure to investigate) and agrees that Licensor is under no obligation to improve or alter any portion of the Property, perform any work or provide any materials to prepare the Property, Licensed Premises or Antenna Site for Licensee. Licensor shall have no responsibility for, or obligation or liability with respect to: (i) the reliability or continued operation of Licensee's Site Equipment; or (ii) the suitability, sufficiency or compatibility of heating, ventilation, air conditioning, plumbing, electrical, fire protection, life safety, security, public utility or other systems in the Property (whether as initially installed or as modified or replaced from time to time by Licensor in its sole discretion) for or with any components installed by Licensee pursuant to this Agreement

or the use or operation thereof or the delivery of any Telecommunications Services by Licensee or (iii) the availability or reliability of Utilities Services. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES OF ANY KIND WHATSOEVER, WHETHER STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO THE ANTENNA SITE AND THE LICENSED PREMISES (INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE).

**2.7 Limited to Permitted Use.** Licensee shall not use any portion of the Licensed Premises for any purpose not specifically described herein, or to install new or substitute Cable into the Licensed Premises or any other portion of the Property without the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned or delayed, but which shall be granted or withheld in accordance with and subject to the terms of this Agreement. Licensor expressly reserves the right to authorize tenants, licensees or other occupants to use portions of the equipment room in which the Equipment Space is located, the Raceway, portions of other raceways in the Building, and other portions of the Property, whether for the installation of site equipment or otherwise, subject to the terms and provisions of this Agreement and Exhibit F.

**2.8 Licensee's Representations.** Licensee covenants and warrants that (a) Licensee is an experienced and qualified provider of the Telecommunications Services operating in compliance with applicable Laws and Licensee has the financial and technical capacity to perform Licensee's obligations under this Agreement; (b) it has the authority to enter into this Agreement, and the power to perform its obligations hereunder; (c) it has all right, title and interest in and to Site Equipment (excepting any rights of Licensor in same) and all Intellectual Property related thereto and no portion of Licensee's Site Equipment or the Intellectual Property related thereto infringe or shall infringe on any third party's rights; and (d) its execution and performance of this Agreement will not violate any laws, ordinances, covenants, regulatory licenses or permits or the provisions of any mortgage, license or other agreement binding on Licensee.

**2.9 Licensor's Representations.** Licensor represents and warrants that it has full right, power, and authority to execute this Agreement. Licensor hereby represents and warrants that it has obtained all necessary internal procedural approvals and consents, and has taken all necessary action to enable Licensor to enter into this Agreement.

### **3. Term of License.**

**3.1 Commencement.** The License granted to Licensee hereunder shall commence as of the Effective Date, upon which Licensee may commence the installation of Licensee's Site Equipment upon and within the Licensed Premises pursuant to the terms of this Agreement and the Installation Procedures attached hereto as Exhibit F. The Commencement Date of the Term of this Agreement shall be the date stated in the Basic Lease Provisions. Following the occurrence of the Commencement Date, Licensee agrees to confirm the Commencement Date in writing within ten (10) business days following Licensor's request for such written confirmation, which written confirmation shall also state the Expiration Date and the dates for exercise of the Extension Terms as referenced below.

#### **3.2 Licensee's Right to Extend the License Term.**

(a) Provided an Event of Default does not exist as of the date of exercise or the commencement of the extension term ("**Extension Term Commencement Date**"), and further provided that this Agreement has not been terminated in accordance with the terms hereof, Licensee shall have the option to extend the Term of the License granted by this Agreement ("**Extension Option**") for four (4) periods of five (5) years each in accordance with the terms of this Section 3.2 (each an "**Extension Term**"). Subject to the conditions set forth in the prior sentence, each Extension Option shall be deemed automatically exercised by Licensee, unless Licensee delivers written notice to Licensor of its intention to terminate this License at least six (6) months but no more than nine (9) months prior to the expiration of the initial License Term, or prior to expiration of the then current Extension Term if properly exercised. After the exercise of the first Extension Term, Licensee's exercise of each successive Extension Option shall, in addition to the conditions specified in this Section 3.2, be subject to the immediately preceding Extension Option being properly exercised.

(b) Licensee's right to exercise each of the Extension Options as set forth in this Section 3.2 is personal to Licensee and may not be assigned, transferred or conveyed to any party, except in connection with an assignment of this Agreement in its entirety to an Affiliate of Licensee.

#### **4. Payment of License Fees.**

Payment shall be made in the form of a business or cashiers check (which shall provide on the face of the check the Contract Number as provided on the cover of this Agreement) made payable to "The Regents of the University of California," and shall be submitted to Licensor at the following address: University of California, Los Angeles, Information Technology Services, 741 Charles E. Young Drive South, CSB-1, 2nd Floor, Box 951363, Los Angeles, California 90095-1363, Attention: Director, Communications Infrastructure.

**4.1 Initial Fee.** Within thirty (30) days of the Commencement Date, Licensee shall pay to Licensor in immediately available funds, the Initial Fee.

**4.2 Other Fees.** The Additional License Fees payable pursuant to Section 1.11 above, and all other fees and charges payable by Licensee hereunder shall be paid pursuant to the terms of this Agreement, and any other agreement entered into pursuant to the terms hereof, and if payment terms are not specifically set forth herein (or in such other agreement, as applicable), then such amounts shall be paid within twenty (20) days following Licensor's submission of a statement or invoice therefor.

**4.3 No Setoff.** Licensee agrees to timely pay in full all License Fees, and any amounts due Licensor in immediately available funds without any setoff, abatement or deduction whatsoever. Licensee's failure to timely pay when due the full amount of any portion of any amounts due under or pursuant to this Agreement shall constitute a default for which Licensor shall be entitled to exercise all such rights and remedies as are herein provided or otherwise available to it at law or in equity. Licensee hereby agrees to pay all the License Fees and all other amounts due to Licensor at the first address specified in Section 1.6 (or such other address as may be designated by Licensor in writing from time to time), without demand therefor.

**4.4 Late Charge.** If Licensee fails to make any payment due and payable pursuant to this Agreement when due, Licensee shall pay as an additional amount hereunder a late payment charge equal to the greater of: (i) Seven Hundred Fifty Dollars (\$750.00); or (ii) a sum equal to five percent (5%) of the unpaid fees hereunder. In addition, all past due payments owed by Licensee to Licensor hereunder shall bear interest at the Delinquency Rate from the date due until paid in full.

**4.5 Taxes.** In addition to the License Fees, Licensee shall pay to Licensor if and when due any and all Taxes, charges and assessments, including, without limitation, all sales, use, personal property or other taxes or assessments to the extent any of such Taxes or assessments are assessed against or payable by Licensor by reason of or as a result of this Agreement or Licensee's use of the Licensed Premises or the Raceway hereunder or in connection with Licensee's use of other portions of the Property as agreed upon by the parties. Upon written request by Licensee, Licensor shall provide to Licensee the documentation received by Licensor from the taxing authority or other agency, indicating the taxes or fees due to Licensee's use of the Licensed Premises. Additionally, during the License Term and any extension hereof, Licensee shall be responsible for the declaration and payment of any applicable Taxes or assessments against the personal property owned by Licensee and located in the Antenna Site and/or the Licensed Premises or the Raceway. All installation and improvements now or hereafter placed in or on the Antenna Site or the Licensed Premises or the Raceway or elsewhere on the Property by Licensee shall be for Licensee's account and at Licensee's cost (and Licensor, at its sole option, may require Licensee to pay all ad valorem and other Taxes and increased insurance costs to Licensor attributable thereto). As of the date hereof Licensor is not aware of any increase in insurance cost to Licensor which is expected to result from Licensee's use of the Property pursuant to this Agreement. Licensee agrees to provide Licensor with timely evidence satisfactory to Licensor that all Taxes due and payable for its property have been paid.

**5. Access and Services.**

**5.1 Access and Security.** Licensee, its agents, employees and contractors shall at all times comply with rules, regulations and security procedures in effect from time to time with respect to the Property. Such access and security procedures shall not unreasonably restrict Licensee's access to the Licensed Premises, and will permit access to the Site Equipment in the event of an Emergency Situation, subject to and in accordance with the terms of the Access Guidelines attached hereto as Exhibit G.

**5.2 Utilities.**

(a) At Licensee's request, Licensor shall make available to Licensee access to any facilities, necessary to provide Utilities Services reasonably required by Licensee in its use of the Antenna Site and the Licensed Premises, provided that the cost of any facilities not already in place at the Property for use by Licensee (such as any necessary utility meters or submeters) shall be provided at Licensee's sole cost and expense. Electrical, chilled water and T-1 line service shall initially be provided through Licensor's facilities in accordance with the terms of this Agreement and, as applicable, the Connectivity Guidelines. The description of initial work required to bring the foregoing utility services to Licensee's facilities on the Property shall be as set forth in Exhibit I; the cost of said initial work shall be as set forth in Exhibit I. If Licensee wishes to arrange for any supplemental or additional utility services or facilities at the Property (including, without limitation, installation of emergency back-up power), all such installations shall be subject to Licensor's prior written approval, installed at Licensee's sole cost and expense and, if installed by Licensee or its agents or contractors, subject to the Installation Procedures set forth in Exhibit F attached hereto. If any of Licensee's desired installations require space in addition to the Licensed Premises, such installations shall be governed by the terms of Section 2.5 of this Agreement. Licensor confirms and agrees that it will use commercially reasonable efforts to make arrangements for Licensee to obtain the Utilities Services it reasonably requires for the operation of its Site Equipment. If Licensor is unable or refuses to arrange for the necessary electrical facilities, but such facilities are commercially available at the Property, Licensor agrees to cooperate with Licensee in its efforts to arrange for such facilities directly from the utilities provider, subject to Licensor's right to approve plans for any requested alterations or installations as set forth herein.

(b) No interruption or malfunction of any Utility Services shall constitute an eviction or disturbance of Licensee's use of the Antenna Site or the Licensed Premises or a breach by Licensor of any of its obligations hereunder or otherwise render Licensor liable or responsible to Licensee for any loss or damage whatsoever which Licensee may sustain or incur if either the quality or character of any Utility Service is changed, is no longer available or is no longer suitable for Licensee's requirements, or otherwise entitle Licensee to be relieved from any of its obligations hereunder. Licensee shall pay for all costs of meters, submeters, wiring, risers, transformers, electrical panels, lighting, air conditioning and other items required to serve Licensee's Site Equipment or to measure Licensee's use of utilities at the Property, including, without limitation, the installation and maintenance thereof. Notwithstanding the foregoing, Licensor may withhold consent for Licensee's installation of any wiring, risers, transformers, electrical panels, lighting, or air conditioning if, in Licensor's sole and reasonable judgment, the same would cause damage or injury to the Property or to Licensor's property, or cause or create any dangerous or hazardous condition. In no event shall Licensor incur any liability for Licensor's refusal to install or modify, or for its withholding of consent for Licensee's installation or modification of, any such facility or equipment, provided Licensor's withholding of its consent is made in good faith. It is understood and agreed that the initial charge for utilities to be paid by Licensee as additional License Fees (as stated in Section 1.11 of the Basic License Provisions) is intended to reflect the projected utilities to be utilized by Licensee at the Property. As Licensor and Licensee determine Licensee's actual usage of utilities at the Property and the cost thereof, the amount of additional License Fees payable by Licensee for utilities shall be subject to revision and any change in such amount shall be agreed upon in writing by Licensor and Licensee. From time to time, but not more frequently than once every six (6) months, Licensor may deliver to Licensee a reconciliation statement reflecting Licensee's actual utilities usage and the cost thereof. If such actual charges exceed the amount of additional License Fees actually paid by Licensee for utilities provided during such period, the additional amount shall be paid by Licensee within twenty (20) days following Licensee's receipt of such reconciliation statement. If such reconciliation statement reflects an overpayment by Licensee of additional License Fees for utilities, Licensor shall refund to Licensee the amount of such overpayment within 20 days following delivery of such reconciliation statement.

**5.3 Interruption of Services.** Licensee understands, acknowledges and agrees that interruptions in Utility Services are not uncommon in facilities such as the Property, and that any sensitive electronic equipment which may be used in the Antenna Site and/or the Licensed Premises must be protected by Licensee, at its sole cost and expense, from Utility Service interruptions through the use of backup power supplies or access, surge protectors and other appropriate safety systems. Licensee shall be responsible for arranging for its own backup power, subject to the terms of this Agreement requiring Licensor's consent to installations and arrangements. If backup power is arranged through Licensor's facilities, Licensor and Licensee will enter into a separate agreement setting forth the terms of such arrangements. Licensee represents, warrants, covenants and agrees that it shall take all precautionary steps necessary or appropriate to protect its Site Equipment, including the acquisition of insurance policies covering the same. To the greatest extent permitted by law, Licensee agrees to indemnify, protect, defend, and hold the Licensor Parties harmless from and against any and all damages, losses, costs, claims, demands, liabilities, expenses and causes of action (including, without limitation, direct or consequential damages and attorneys' fees and expenses incurred in connection therewith, including, without limitation, in all appellate actions) sustained to Licensee's Site Equipment, or caused by service interruptions, unless the same shall have been caused by the negligence or willful misconduct of Licensor. This indemnity shall be in addition to and not in substitution of any other indemnity contained or required under this Agreement and shall survive the termination of this Agreement.

**5.4 Security.** Licensee shall be solely responsible for securing and safeguarding its Site Equipment and its Antenna Facilities, provided that if Licensee wishes to retain any security personnel, such personnel must be retained through Licensor's security department. No independent security personnel may be retained by Licensee at the Property. Security, in the form of limited access of third parties to the Property outside of Normal Business Hours, may be provided by Licensor in such form as Licensor deems appropriate in its sole discretion. In the event Licensor elects to provide security personnel for the Property, the sole purpose of providing such security personnel will be to patrol the Property and not to ensure the safety of Licensee, its employees, agents, contractors, subcontractors, or Licensee's Site Equipment. No Licensor Party shall have any liability to Licensee, its employees, agents, contractors, or subcontractors for losses due to theft or burglary, or for damages done by unauthorized persons on the Property or from damage resulting from any act or omission by any party except as shall be occasioned by the negligence or willful act of Licensor or its employees acting within the course and scope of their employment. Licensor shall not be required to insure against any such losses by Licensee. Licensee shall cooperate fully in Licensor's efforts to maintain security in the Building and shall follow any and all policies, rules and regulations promulgated from time to time by Licensor with respect thereto. Subject to Licensee's compliance with the terms of this Agreement and the rules of Licensor relating to such installation, Licensee shall be permitted at its sole expense, to install its own supplemental security measures at the Property. Such supplemental measures may include a card key system compatible with the Building's security measures, but only to the extent the operation of any supplemental systems does not require the installation of new monitoring equipment or other additional services. If Licensee elects to install any of its own security measures, Licensor and Licensee agree to use reasonable efforts to coordinate their respective security functions and shall cooperate to develop procedures to implement their respective procedures in an efficient and effective manner. Licensee agrees to pay all costs of such additional security measures, including installation, maintenance, retrofit to the existing security system and the cost of any increased monitoring or other services. All supplemental security measures shall be subject to Licensor's prior approval, which approval shall not be unreasonably withheld or delayed. If Licensor determines in its sole discretion that an emergency in the Building or the Licensed Premises requires Licensor to gain access to Licensee's Licensed Premises, Licensee hereby authorizes Licensor to take such action as may be necessary to gain access, including to forcibly enter Licensed Premises if it is not otherwise generally accessible.

**6. Maintenance and Repair.** Except as expressly provided herein, Licensor shall not be required to make any repairs to the Antenna Site, the Licensed Premises or any other portion of the Property, provided that Licensor's obligations in the event of any casualty damage shall be as set forth in Section 15.

**6.1 Licensee's Obligations.** Licensee agrees not to commit any waste or legal nuisance on any portion of the Antenna Site, the Licensed Premises or on any other portion of the Property, nor shall Licensee permit any parties under the reasonable control of Licensee (or for whom Licensee is legally responsible) to commit any such waste or legal nuisance. Licensee shall remove all excess cable, tools and equipment brought to the Property by Licensee, its agents, employees or contractors and at all times will keep all its work areas neat, clean and safe to the reasonable satisfaction of Licensor. Licensee hereby covenants and agrees to keep the Site Equipment and any portion of the Licensed Premises under Licensee's exclusive control in good, clean and safe order, repair and

condition and operate Licensee's Site Equipment in compliance with all applicable laws, rules and regulations throughout the Term of this Agreement, and shall promptly repair all damage to the Property caused by Licensee's Site Equipment or by Licensee, its agents, employees or contractors. Licensee will maintain in good and safe condition, at its sole cost and expense, the Antenna Site and the Licensed Premises, any enclosures, structures or other measures installed to camouflage or shield the Antenna Site or the Licensed Premises (as referenced in Exhibit F), and any other area of the Property used by Licensee under Licensee's exclusive control, in a commercially reasonable condition and Licensee shall repair any damage to the Antenna Site, the Licensed Premises, the Raceways, or any other portion of the Property arising from Licensee's installation, operation or maintenance of Licensee's Site Equipment. Notwithstanding anything to the contrary herein, it is understood and agreed that (i) Licensee shall not be obligated to maintain or repair the roof or the Raceways to the extent the need for any such repair or maintenance does not arise out of the acts or negligence of Licensee, its agents, employees and contractors and to the extent such areas are not within the exclusive control of Licensee, subject to Licensee's obligation to pay its pro rata share of maintenance and repair costs as set forth in the prior sentence, and (ii) if and to the extent the Antenna Site is the side of the Building, Licensee shall not be obligated to maintain the side of the Building or the façade, subject to Licensee's obligation to repair and maintain all stealthing and camouflage measures in their entirety as set forth herein, and Licensee's obligation to repair any damage resulting from any of Licensee's operations or equipment, or the acts or negligence of Licensee, its agents, employees or contractors. It is further understood and agreed that Licensee shall not be obligated to pay the costs to repair damage to the roof, or Raceways or any other portion of the Property not under exclusive control of Licensee to the extent caused by Licensor Parties, other tenants or licensees, or their respective agents.

**6.2 Roof Penetrations.** There shall be no roof penetrations at the Property without the prior written consent of Licensor, which shall not be unreasonably withheld, conditioned, or delayed, and shall include Licensor's approval of specific plans for any such penetrations, and methods and materials employed. All penetrations into any Property surfaces shall be sealed so as to prevent any water leakage. Any roofing contractor proposed by Licensee to perform any work which may involve penetrations into the roof of the Building or may otherwise render any roof warranty void shall be subject to prior written approval by Licensor, which shall not be unreasonably withheld, conditioned, or delayed. Any work involving penetrations into the roof shall be subject to inspection by an independent inspection firm retained by Licensee subject to prior written approval by Licensor, which approval shall not be unreasonably withheld, conditioned or delayed. Licensee shall be responsible to pay for any and all costs and expenses associated with any such work. If Licensee utilizes rooftop space, Licensee, at its sole expense and risk, shall ensure that a physical inspection of the rooftop space occurs at intervals of no more than six (6) months and that this inspection includes a physical inspection of Licensee's Site Equipment to ensure that the installation is sound and a review and correction of any loose bolts, fittings or other appurtenances. Licensee shall provide a written confirmation of such inspections to Licensor not more than ten (10) business days following each such inspection. In the absence of such a confirmation, Licensor shall have the right (but not the obligation), if the inspection is not performed within ten (10) business days after receipt of written notice by Licensee, to conduct or arrange for such an inspection and corrective action and to charge Licensee for such costs actually and reasonably incurred.

**6.3 Failure to Repair and Maintain.** If Licensee does not perform and complete any maintenance or repairs which are Licensee's responsibility within ten (10) business days after delivery of written notice by Licensor (or to the extent such maintenance or repair work is not capable of being completed within such 10-business day period, if Licensee does not commence such maintenance or repair within such 10-business day period and diligently pursue completion thereof) then such failure shall be deemed an Event of Default and Licensor will have the right in addition to any other rights and remedies, but not the obligation, to perform any such maintenance or repairs at Licensee's sole cost and expense. Licensee shall, within thirty (30) days after delivery of written demand by Licensor, pay to Licensor (i) the cost of such maintenance or repair work plus fifteen percent (15%) thereof as administrative costs; plus (ii) interest thereon at the Delinquency Rate from the date such amount becomes thirty (30) days past due. Licensor shall have the right, at its option, at Licensee's cost and expense, to repair or replace any damage done to the Property, or any part thereof, caused by Licensee or Licensee's agents, employees, invitees, contractors, or visitors, and not repaired or replaced by Licensee in accordance with the terms of this Agreement, and Licensee shall pay the reasonable cost thereof to Licensor within thirty (30) days of delivery of such demand.

**6.4 Remedies for Failure to Maintain.** Licensee shall be responsible for any and all Claims to the extent arising out of or resulting from the installation, maintenance, or repair to the Antenna Site, the Licensed

Premises and Licensee's Site Equipment by Licensee, its Agents, Employees and/or Contractors as required pursuant to the terms of this Section 6, provided, however, that Licensee shall not be obligated for Claims relating to areas of the Property outside the Licensed Premises and not relating to the Site Equipment to the extent such Claims arise out of or result from the negligence or willful misconduct of Licensor Parties, their tenants or their agents, breach of this Agreement by Licensor, or violation of any Laws by Licensor Parties, their tenants or their agents.

**6.5 Licensor's Rights to Repair and Maintain.** Although Licensor has no obligation to repair the Property even if the condition of the Property changes during the License Term, Licensor may conduct any repair or maintenance to the Property or construct any improvements without the written consent of Licensee and without any liability to Licensee subject to the terms of Section 17.2. To the extent that such repairs or work may adversely impact Licensee's rights under this Agreement, Licensor agrees to coordinate such work with Licensee in order to reasonably minimize any adverse impact on Licensee's operations; provided that in no event shall such work cause interference with Licensee's Existing Site Equipment.

## **7. Hazardous Materials.**

**7.1 Restrictions and Indemnity.** Licensee shall not cause or permit any Hazardous Substances to be used, stored, generated or disposed of on, under, about or in the Licensed Premises or any other portion of the Property, except for those Hazardous Substances commonly used in telecommunications operations (e.g., back-up power batteries, cleaning solvents and fuel for any generator), which shall only be used in full compliance with all applicable Laws. No Hazardous Substances will be used in any of the Site Equipment installed by Licensee or as part of Licensee's Site Equipment. If Licensee or any of Licensee's Affiliates or contractors causes or permits the presence of any Hazardous Substance at the Licensed Premises upon any other portion of the Property which results in contamination, Licensee shall promptly, at its sole expense, take any and all necessary actions to return the Licensed Premises, or such other portion of the Property, to the condition existing prior to the presence of any such Hazardous Substance thereon, but prior to doing so, Licensee shall first obtain Licensor's written approval for any such remedial action.

**7.2 Cessation of Work.** If Licensee discovers, uncovers, disturbs or otherwise reveals any existing Hazardous Substances within the Antenna Site, Licensed Premises or elsewhere on the Property, Licensee shall immediately stop any work in progress and report such findings to Licensor within twenty-four (24) hours and follow all of Licensor's instructions regarding such Hazardous Substances. Licensee shall not conduct any further work in the reported area without Licensor's written approval. In no event shall any Licensor Party have any liability relating to or arising out of Licensee's work stoppage and Licensor may, in its sole discretion, elect to remove or remediate the Hazardous Substances, or take no action with respect to the Hazardous Substances. In the event Licensor elects to take no corrective action, Licensee shall reroute its planned access route to avoid such Hazardous Substances area in accordance with plans approved by Licensor. In the event Licensor commences corrective action, Licensee shall reschedule its installation work to a period after Licensor has completed corrective action in regard to such Hazardous Substances.

**7.3 Radiation.** Licensee represents and warrants that the operation of Licensee's Site Equipment shall emit no unlawful amounts of radiation whatsoever and will comply with FCC document OET-65 Electromagnetic Emissions Guidelines.. To the extent the operation of Licensee's Site Equipment, together with the operation of the facilities and site equipment of other licensees and occupants are determined by a qualified engineer to generate unlawful radiation, Licensee agrees to reasonably cooperate with Licensor and with such other licensees and occupants to identify and resolve any radiation issues, including paying its fair prorata share of any testing or remediation which is reasonably determined to be necessary. Licensee shall, at its sole cost and expense, take all measures necessary to insure that no emissions in excess of that allowed by applicable Laws are emitted from the operation of Licensee's Site Equipment and that Licensee's Site Equipment strictly complies with all Laws, whether now or hereafter existing, of all federal, state and local governmental, agency and quasi-governmental authorities and that Licensee's Site Equipment strictly complies with all obligations whatsoever to which Licensee, its Affiliates and contractors are bound in connection with such Site Equipment, including, without limitation, regulations of the FCC, the Environmental Protection Agency, the California State Public Service Commission, the Occupational Safety and Health Administration, the State of California, the City of Los Angeles, and Los Angeles County, applicable to its providing of the Telecommunications Services, including, without limitation, those relating to or governing transmission equipment or similar facilities. All of Licensee's Site Equipment shall have been



approved and shall comply with all minimum standards set by the Underwriters Laboratory (or other applicable standards for electrical equipment). If any testing, monitoring or remediation of any substances or emissions is at any time required by any governmental authority, or pursuant to the terms of applicable Laws, in connection with Licensee's Site Equipment or the Telecommunications Services provided by Licensee, Licensee shall pay the costs of such testing, monitoring or remediation and shall deliver copies of any reports prepared in connection therewith to Licensor.

**8. Removal and Restoration.** Upon the expiration or earlier termination of this Agreement, Licensee shall pay to Licensor all amounts outstanding pursuant to this Agreement as of such Expiration Date, and at Licensee's sole cost and expense, without permitting any mechanic's liens to be recorded against the Property or any other portion of the Property, remove all of its Site Equipment including the Cable, and restore and return the Antenna Site, the Licensed Premises and any other portion of the Property affected thereby to the condition which existed on the Commencement Date, ordinary wear and tear and casualty excepted, unless Licensor agrees to the contrary in writing. Notwithstanding anything to the contrary herein, Licensor shall have the right, within ten (10) days of termination or expiration of this Agreement, to designate that any Cabling or any permanently affixed Antenna Facilities or Site Equipment shall remain at the Property and may not be removed by Licensee, in which event such equipment shall become the property of Licensor at the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, in no event shall Licensor require Licensee to leave at the Property any equipment or property of Licensee which is proprietary or protected intellectual property of Licensee or to which a third party (including without limitation FirstNet) has legal rights of ownership. Upon removal of Licensee's Site Equipment, Licensee shall repair any and all damage caused by such removal to the Property and to Licensor's property and equipment. All such work shall be completed by Licensee within ninety (90) days after the expiration or earlier termination of this Agreement. If Licensee shall not have completed such removal and repair within ninety (90) days after the expiration or earlier termination of this Agreement, Licensee shall be in default and Licensor shall have the right (but shall not be obligated) to effect such removal and repair, in which event, Licensee shall reimburse Licensor for all costs incurred by Licensor in performing such removal and repair. However, before effecting any such removal, Licensor will provide Licensee with a second notice of required removal and provide an additional twenty (20) days to effect such removal ("Second Notice"), and Licensor may retain any non-proprietary and non-third party-owned equipment as Licensor's property. Licensee's proprietary Site Equipment will not become Licensor's property without Licensee's consent, but Licensor may remove such items from the Property and store them at Licensee's sole cost and expense for a period which shall expire at the end of the second notice of required removal, i.e., the additional twenty (20) days. Licensor shall also have the right to sell any non-proprietary Site Equipment for salvage value at a private sale, or as otherwise permitted by applicable Laws, and to apply the proceeds derived from such sale to sums owing by Licensee to Licensor hereunder, including, without limitation, storage costs and brokerage fees and/or sales commissions. If Licensor stores any Site Equipment on Licensee's behalf, the cost of storage charged by Licensor shall be reimbursed by Licensee on demand. If Licensee fails to remove and retrieve its proprietary Site Equipment within thirty (30) days of the Second Notice, Licensor shall also have the right to sell such proprietary Site Equipment for salvage value at a private sale, or as otherwise permitted by applicable Laws, and to apply the proceeds derived from such sale to sums owing by Licensee to Licensor hereunder, including, without limitation, storage costs and brokerage fees and/or sales commissions. If Licensee fails to surrender the Licensed Premises and the Raceway upon the expiration or earlier termination of this Agreement, and/or fails to remove its Site Equipment within sixty (60) days after the expiration or earlier termination of this Agreement, Licensee agrees to indemnify, defend, protect and hold the Licensor Parties harmless from all costs, loss, expenses or liability relating thereto, including, without limitation, claims made by any succeeding licensee or occupant of the Antenna Site or the Licensed Premises, any other telecommunications licensee, real estate brokers' claims and attorney's fees and costs. Nothing in this Section shall be deemed to grant Licensee the right to holdover after the Expiration Date. The provisions of this Section shall survive the termination or expiration of this Agreement and the License granted hereunder.

**9. Compliance with Laws.**

**9.1 Evidence of Compliance.** Licensee, its Affiliates and contractors shall comply with all applicable Laws of all governmental, agency and quasi-governmental authorities having jurisdiction with respect to Licensee, Licensee's Site Equipment, and Licensee's use of the Antenna Site and the Licensed Premises hereunder including, without limitation, all zoning requirements and all Laws relating to EMF and RFE. In particular, prior to installation of Licensee's Site Equipment and on such occasions during the License Term as shall be requested by Licensor,

Licensee shall provide Licensor with written evidence, reasonably satisfactory to Licensor, of Licensee's compliance with this Section. Licensee shall obtain and keep in effect all required licenses, permits and other authorizations necessary to install the Site Equipment, conduct Licensee's business and to provide the Telecommunications Services within or on the Licensed Premises at the Property, and shall deliver copies thereof to Licensor upon request. Upon Licensee's request, Licensor agrees to cooperate with Licensee, at no cost to Licensor, in obtaining all required permits relating to the Site Equipment. Notwithstanding anything to the contrary herein, Licensee agrees not to seek any zoning approvals or any other consents or approvals whatsoever from local governmental entities, including, without limitation, from the City or County of Los Angeles, for the installation of Equipment at the Property, without first obtaining the express written consent of Licensor.

**9.2 Testing; Payment of Fees.** Upon request by Licensor, Licensee shall perform, at Licensee's expense, such tests and measurements as are necessary to demonstrate that Licensee's Site Equipment is operating in a manner that does not adversely affect the health or safety of any tenants, licensees or other occupants of the Property and in full compliance with all applicable Laws and Licensee shall promptly deliver copies of such test results or measurements to Licensor. Licensee shall also pay promptly when due all fees, taxes, charges, fines, levies, royalties and other fees due in connection with the operation of Licensee's Site Equipment and Licensee's business. In the event compliance with this Section shall require modifications or alterations of Licensee's Site Equipment or the Licensed Premises, no modification or alteration shall be made without Licensor's prior written consent, which may be granted or withheld in Licensor's sole discretion.

**9.3 Inspection and Review.** Licensee acknowledges and agrees that it may be necessary from time to time during the Term for Licensor, the Facilities Manager, or the Project Manager to retain engineering or telecommunications professionals or other consultants to review Licensee's existing and proposed Site Equipment and to confirm Licensee's compliance with the terms of this Agreement and all applicable Laws. Provided that Licensor and/or the Project Manager retains such professionals by reason of a material breach or default by Licensee under this Agreement (for which any applicable notice and cure periods have expired), Licensee agrees to reimburse Licensor within twenty (20) days following submission to Licensee of a written statement setting forth the reasonable costs incurred by Owner in retaining such professional, and the reasonable fees paid to the Project Manager in connection therewith.

**10. Rules and Procedures.** Licensee will comply and will cause its agents, employees and representatives to comply with any and all Site Technical Standards (Exhibit H), Procedures for Contractors and Building Rules and Regulations and Access Guidelines (Exhibit G) and described herein, as adopted and revised by Licensor from time to time, and will cause all of its Affiliates and contractors to do so as well.

**11. Entry by Licensor.**

**11.1 Licensor's Rights.** Licensor and its representatives reserve the right to enter the Site Equipment Licensed Premises and the Raceway for the purpose of inspecting the Site Equipment, the Licensed Premises (and the Raceway, as applicable) and Licensee's Site Equipment. Any entry by Licensor shall be commercially reasonable in duration and scope. Licensor shall use diligent and good faith efforts to ensure that Licensor's entry into the Licensed Premises is performed in a manner so as not to (i) materially interfere with Licensee's use of the Site Equipment Licensed Premises, (ii) materially interfere with the operation of Licensee's Site Equipment, or (iii) handle or damage Licensee's Site Equipment. If any such entry is reasonably likely to disturb the rights granted to Licensee hereunder, then Licensor shall use commercially reasonable efforts to provide Licensee with advance notice (except in Emergency Situations) if reasonably possible before entry and use reasonable efforts to access the Licensed Premises only in the presence of an Licensee representative and to minimize any interference with Licensee's operations or Licensee's Site Equipment. Notwithstanding the foregoing, no Licensor Party shall incur any liability to Licensee for Licensor's entry in accordance with this Section, nor shall such entry constitute an abridgement of or interference with Licensee's rights or a termination of this Agreement, or entitle Licensee to any abatement of fees or costs.

**11.2 Access for Governmental Agencies.** Licensor and Licensee each recognize that access to Licensee's Site Equipment, the Antenna Site, the Licensed Premises and the Raceway by any state or federal governmental agency having jurisdiction and authority over the provision of the Telecommunications Services or utilization of spectrum must be available upon request of such governmental agency, including, without limitation,

the FCC. Licensee shall, without charge or fee, grant access to the Site Equipment, Antenna Site and Licensed Premises as requested by the applicable governmental agencies.

**11.3 Licensee to Remedy Emergency Situation.** Notwithstanding the foregoing, if an Emergency Situation exists which Licensor in good faith determines to be attributable to Licensee's Site Equipment, Licensor shall immediately notify Licensee verbally or in writing, and Licensee shall act diligently and expeditiously to remedy the Emergency Situation. Should Licensee fail to remedy an Emergency Situation attributable to Licensee's Site Equipment or should Licensor reasonably determine that the response time by Licensee is not adequate given the nature of the Emergency Situation, Licensor may then act to remedy the Emergency Situation, including, if reasonably determined by Licensor to be necessary, interrupting the power supply to Licensee's Site Equipment, and Licensee shall have no recourse against Licensor as a result of such action and no Licensor party shall have any liability for any losses or damages to Licensee as a result thereof.

## **12. Licensee's Insurance.**

**12.1 Types of Insurance.** Prior to the commencement of any work in or about the Licensed Premises or elsewhere on the Property, Licensee shall obtain and maintain, at its own expense, insurance meeting the requirements set forth in of Exhibit F and consistent with that specified below:

(a) Workers Compensation insurance with statutory limits, as required by the Laws of the State of California.

(b) Employer's Liability insurance on an "occurrence" basis with aggregate limits of not less than Two Million Dollars (\$2,000,000).

(c) Commercial General Liability and, if necessary, Commercial Umbrella or Excess Liability Insurance for bodily injury, death and property damage liability with minimum limits of not less than Two Million Dollars (\$2,000,000) each occurrence and in the aggregate, and shall cover liability arising from premises operation, explosion, collapse, underground hazard, products/completed operations hazard two (2) years extension beyond completion of the License Term (and any renewal term allowed hereunder), blanket contractual coverage (including coverage for the indemnity clauses provided under this contract), broad form property damage, Independent contractors, personal injury (employees exclusion deleted), advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

(d) Commercial Automobile Liability or Business Auto Coverage with minimum limits of not less One Million Dollars (\$1,000,000) each occurrence against bodily injury and property damage liability arising out of the use by or on behalf of Licensee, its agents and employees, of any owned, non-owned or hired motor vehicle or automotive equipment. Such Commercial Automobile Liability or Business Auto Coverage Insurance shall include contractual liability coverage unless such coverage is included in Licensee's Commercial General Liability Insurance.

(e) Property insurance providing protection against any peril included within the classification "All Risk Coverage," or "Causes of Loss – Special Form" together with insurance against vandalism and malicious mischief covering Licensee's Site Equipment and all of Licensee's other personal property from time to time, in, on or upon the Antenna Site and the Licensed Premises or elsewhere on the Property, in an amount equal to not less than one hundred percent (100%) of their full replacement cost from time to time during the Term.

**12.2 Other Insurance.** Licensee shall require all other persons, contractors, firms or corporations engaged or employed by Licensee in connection with the installation, maintenance, repair and/or removal of Licensee's Site Equipment to carry and maintain limits and coverages not less than those required in Section 12.1, and to furnish Licensor such evidence thereof as Licensor may reasonably request. Such insurance shall conform to the requirements of this Section 12 and the Contractor Rules and Regulations in place from time to time with respect to construction activities at the Property. Licensee covenants and agrees to indemnify, defend, protect and hold harmless the Licensor Parties from any and all costs, charges, expenses and liabilities resulting from Licensee's failure to comply with its obligations set out in this Section 12 or resulting from any claims against Licensor relating

to Licensor's insurance which may be made by any consultant, contractor, subcontractor or other professional employed by Licensee.

**12.3 Policy Requirements.** The foregoing insurance policies shall, without liability on the part of Licensor for premiums thereof, include, without limitation, the following:

(a) Prior to the date Licensee or its agents or contractors commence installation of the Site Equipment at the Property, Licensee shall furnish Licensor with certificates in a form providing binding evidence of coverage showing that all insurance is being maintained as required herein. Upon Licensor's request, Licensee shall furnish Licensor with a copy of all policies of insurance being maintained as required herein (including, without limitation, the exclusions and endorsements to each such policy and a letter from the carrier(s) of such policies certifying that the copies of the policies being furnished constitute true and complete copies of such policies). Each certificate of insurance shall name the Licensor as a certificate holder and additional insured. The policies described in Paragraph 12.1(c) shall include a separate endorsement stating that each of the Licensor Parties is covered as an additional insured. Such endorsement(s) shall also state that the coverage under such policy is primary insurance with regard to any work or services performed by or at the direction of Licensee. Such endorsements must be separate from certificates of insurance and Licensee must deliver copies of such endorsements to Licensor prior to the commencing of any work at the Property and from time to time upon request by Licensor thereafter.

(b) Each of the foregoing insurance policies shall state that it will not be amended, modified, canceled, revoked or not renewed without at least thirty (30) days advance notice to Licensor and the Project Manager.

(c) If any of the insurance required to be maintained by Licensee pursuant to this Section 12 contains aggregate limits which apply to operations of Licensee other than those operations which are the subject of this Agreement, and such limits are diminished by more than Two Hundred Thousand Dollars (\$200,000) after any one (1) or more incidents, occurrences, claims, settlements or judgments against such insurance, Licensee shall so notify Licensor and shall take immediate steps to restore aggregate limits or shall maintain other insurance protection for such aggregate limits.

**12.4 Primary and Non-Contributing.** All policies of insurance required under this Section 12 shall be primary and non-contributing and shall contain an agreement on the part of the insurers that in the event of cancellation of the policy, or a reduction as to coverage or limits thereunder, whether initiated by the insurer or any insured, the insurer shall give not less than thirty (30) days advance notice to Licensor. All insurance required under this Section 12 shall be maintained until the expiration of any applicable statute of limitations, but in any event for a period of not less than five (5) years following the Expiration Date.

**12.5 Policies of Insurance.** All insurance required pursuant to this Section 12 shall be carried with responsible insurance carriers licensed to do business in the State in which the Property is located and all such insurance carriers shall have a rating of not less than A- -VIII as rated in the most currently available "Best's Insurance Guide," unless otherwise approved by Licensor in advance. All policies required by this Section 12 shall have commercially reasonable deductibles. The cost of defending any claims made against the policies required by Section 12.1 shall not be included in any of the limits of liability for such policies. If Licensee wishes to self-insure any of the risks for which insurance is required hereunder, the terms of Section 12.8 below shall govern such self-insurance requirements.

**12.6 No Limitation of Liability.** The carrying of the insurance described herein shall in no way be interpreted as relieving the Licensee of any responsibility or liability under this Agreement.

**12.7 Not Covered by Licensor's Insurance.** The owned, hired and/or leased vehicles, equipment and materials of Licensee, its agents, employees, representatives and contractors will not be covered by Licensor's property insurance, and any policies obtained by the Licensee on such equipment or materials shall contain a provision requiring the insurance carriers to waive all their rights of subrogation against the Licensor Parties.

**12.8 Self-Insurance.** Licensee may elect to assume, insure or maintain a plan of self-insurance with respect to the coverage required to be carried by Licensee under this Agreement, so long as Licensee delivers to Licensor upon request (i) a certificate by an authorized officer (risk manager or chief financial officer) of Licensee (and, upon request, reasonable evidence) describing Licensee's self-insurance program (including the limits of self-insured retention, the amount of excess insurance, excess carrier, etc.) and confirming that Licensee's self-insurance program which is adequately funded and capitalized based upon a reasonable actuarial analysis of the risks covered by such self-insurance program, and (ii) a certificate by an authorized officer of Licensee stating that Licensee is the insurer for all purposes under this Agreement as to each particular risk and coverage under the self-insurance plan and (iii) evidence of Licensee's current overall financial strength, (which shall include Licensee's most recent audited financial statements, Dunn and Bradstreet rating and the like), all of which shall be subject to Licensor's review and approval before Licensee self-insures any risks under this Agreement. No plan of self-insurance provided hereunder shall diminish the right or privileges to which Licensor is otherwise entitled under the terms of the Agreement, if there were a third-party insurer, including, without limitation, any release from liability as set forth in this Agreement. If Licensee ceases to maintain a plan of self-insurance with respect to any risk for which this Agreement requires insurance or if at any time it is determined that Licensee's self-insurance program is not adequately funded and capitalized as referenced in clause (i) above, Licensee shall promptly give notice thereof to Licensor and shall immediately comply with the provisions of this Agreement relating to the policies of insurance required. The right to self-insurance is personal to the named Licensee hereunder. If Licensee elects to self-insure, Licensee in its capacity as insurer shall be treated in the same manner as an independent third-party insurer would be treated, and shall not be entitled to the benefit of any waivers or limitations applicable to Licensee in its capacity as a party under this Agreement. Licensee shall be deemed to have self-insured the deductible amount under any policy of insurance required to be carried by Licensee under the terms of this Agreement. In the event of any loss as to which a deductible applies, Licensee shall be deemed to have received insurance proceeds in the amount of such deductible.

**13. Assumption of Risk; Indemnification.**

**13.1 Assumption of Risk.** Licensee hereby assumes the entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of Licensee or otherwise, and to all property (including loss of use thereof) caused by, resulting from, arising out of, or occurring in connection with the installation, operation, maintenance, repair, replacement and removal of Licensee's Site Equipment, the provision of Telecommunications Services and the use of or access to the Antenna Site and the Licensed Premises. The Licensee shall not be responsible for the sole negligence or willful misconduct of the Licensor or other third party vendors not contracted to perform LARICS contracted work.

**13.2 Indemnification.**

(a) To the greatest extent permitted by law, Licensee hereby agrees to protect, defend, indemnify and hold harmless the Licensor Parties from and against any and all Claims arising out of any personal injuries, including, but not limited to, emotional or bodily injuries or death, property damage, or claims for payment and direct, indirect, incidental or consequential damages, attorneys' fees and costs arising out of or resulting from (i) any intentional or negligent act or omission of Licensee, its Affiliates, its agents, employees or contractors or their respective members, managers, partners, agents, officers, directors, representatives, employees and anyone for whose acts or omissions Licensee may be liable, in connection with the installation, operation, maintenance, repair, replacement or removal of Licensee's Site Equipment, the provision of the Telecommunications Services or the performance or conduct of any work performed in or about the Property, or (ii) any breach of this Agreement by Licensee, or (iii) any alleged injury to any persons or property as a result of Licensee's assumption of responsibility and liability pursuant to Section 13.1 from any cause whatsoever excepting solely intentional or grossly negligent active conduct on the part of the Licensor Parties. Licensee shall, upon receipt of notice of any Claim, promptly take all action necessary to make a claim under any applicable insurance policy or policies Licensee is carrying and maintaining; however, if Licensee fails to take such action as is necessary to make a claim under any such insurance policy, Licensee shall indemnify and save harmless the Licensor Parties from any and all costs, charges, expenses and liabilities incurred by Licensor in making any claim on behalf of Licensee under any insurance policy or policies required pursuant to Section 12.

(b) If Licensee or its agents, employees or contractors uses, stores, generates or disposes of any Hazardous Substances on or in the Licensed Premises or elsewhere at the Property, Licensee shall indemnify, defend, protect and hold harmless the Licensor Parties from any and all Claims, arising during or after the License Term and arising as a result of such use, storage, generation or disposal or from any breach of any representation or agreement set forth in Section 7 of this Agreement. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision.

(c) The obligations described in this Section 13.2 shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which that otherwise exist as to any party or person indemnified pursuant to this Section 13.2. The obligations under this Section 13.2 shall survive the termination of the Agreement.

(d) In any and all Claims against any one or more of the Licensor Parties by any employee of Licensee, its Affiliates or contractors and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 13.2 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Licensee or its Affiliates or contractors under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

(e) Licensee and Licensor acknowledge that each Licensor Party other than Licensor itself is an intended third-party beneficiaries under this Section 13.2 and each of the other indemnity obligations of Licensee extended to the Licensor Parties under this Agreement. Accordingly, each Licensor Party may enforce such obligations in its own name for its own benefit.

**14. Waiver of Subrogation.** Subject to the conditions hereinafter specified in this Section and only to the extent that, and so long as, the same is permitted under the Laws and regulations governing the writing of insurance within the State of California with respect to the respective insurance policy that is to be carried by either Licensor or Licensee covering losses arising out of the destruction or damage to the Property, Antenna Site, Licensed Premises (or the contents of either) or to other portions of Licensor's Property or arising out of Licensee's business and/or use and operation of the Antenna Site, the Licensed Premises or the Site Equipment (without invalidating or nullifying any such policy, and without providing a defense to the applicable insurance carrier with respect to the coverage of any such policy), all such insurance carried by either Licensor or Licensee shall provide for a waiver of rights of subrogation against Licensor and Licensee on the part of the insurance carrier. Unless such waivers contemplated by this Section will invalidate, nullify, or provide a defense to coverage under any such insurance policy or are not obtainable for the reasons described in this Section, Licensor and Licensee each hereby waive any and all rights of recovery, claims, actions or causes of action against the other, its agents, officers, representatives and employees, for any loss or damage that may occur to the Antenna Site, the Licensed Premises and Licensee's Site Equipment or the Property, and any of Licensor's personal property therein, which loss or damage is covered by valid and collectible insurance policies, but only to the extent that such loss and damage is actually recovered under such insurance policy. Notwithstanding the foregoing, the failure of Licensee or Licensor to obtain or maintain during the License Term any insurance policy required under Section 12 hereof shall be a defense to any claim asserted by Licensee or Licensor against the other by reason of any loss sustained by Licensee or Licensor that would have been covered by any such required policy.

**15. Casualty Damage.** If the Property, Antenna Site, the Licensed Premises, Licensee's Site Equipment or any part thereof shall be damaged by fire or other casualty, Licensee shall give prompt notice thereof to Licensor. In case the Property shall be damaged such that substantial alteration or reconstruction of the Licensed Premises (or a portion thereof), in Licensor's reasonable opinion, is required (whether or not the Antenna Site, the Licensed Premises or Licensee's Site Equipment shall have been damaged by such casualty), Licensor may, at its option, (i) request that Licensee relocate its Site Equipment to a different location or (ii) Licensee may request that Licensee be allowed to perform the repairs and/or fund reparations to the damaged Property, in which event Licensee shall promptly relocate its Site Equipment as requested by Licensor so long as the new location will permit Licensee to operate its Site Equipment in the substantially same manner in which it had been operating prior to the casualty event. Upon Licensor's request, Licensee shall cooperate with Licensor to identify alternative locations at the Property which will enable Licensee to operate its Site Equipment in a commercially reasonable manner. If

Licensor does not elect to terminate this Agreement, Licensor shall commence and proceed with reasonable diligence to restore the Licensed Premises, as appropriate; provided, however, that Licensor's obligation to restore the Licensed Premises shall not require Licensor to spend for such work any amount in excess of the insurance proceeds actually received by Licensor as a result of such casualty. When the repairs described in the preceding sentence have been completed by Licensor, Licensee shall then complete the restoration of all improvements in excess of the restoration work performed by Licensor which are necessary to permit Licensee's resumption of operations in the Antenna Site and the Licensed Premises pursuant to the final working drawings and specifications approved by Licensor ("**Site Restoration**"). Construction of the Site Restoration shall be completed by Licensee within thirty (30) days after Licensor first notifies Licensee that Licensor's restoration of the Licensed Premises has been completed, subject to a day for day extension of such thirty (30) day period for delays caused by Force Majeure events. All costs and expenses of completing the Site Restoration shall be borne by Licensee unless such costs are caused by the negligence or willful misconduct of Licensor. No Licensor Party shall be liable for any inconvenience or annoyance to Licensee or injury to the business of Licensee resulting in any way from such damage or the repair thereof. If the Antenna Site, the Licensed Premises, Licensee's Site Equipment, or any other portion of the Property is damaged by fire or other casualty resulting from the fault or negligence of Licensee or any of Licensee's agents, employees, or contractors, Licensee shall remain liable for the payment of all Site License Fees hereunder and Licensee shall be liable to Licensor for the cost of repair and restoration of the Antenna Site, the Licensed Premises and any other portion of the Property caused thereby to the extent such cost and expense is not covered and paid by insurance proceeds under policies provided by either Licensor or Licensee hereunder.

**16. Condemnation.** If the whole or substantially the whole of the Antenna Site, the Licensed Premises should be taken for any public or quasi-public use, by right of eminent domain or otherwise, or should be sold in lieu of condemnation, then this Agreement shall terminate as of the date when physical possession of the Antenna Site, the Licensed Premises or the Property is taken by the condemning authority. If less than the whole or substantially the whole of the Antenna Site, the Licensed Premises or the Property are thus taken or sold, Licensor (whether or not the Antenna Site or the Licensed Premises is affected thereby) may terminate this Agreement by giving notice thereof to Licensee, in which event this Agreement shall terminate as of the date when physical possession of such portion of the Antenna Site, the Licensed Premises or the Property is taken by the condemning authority. If this Agreement is not so terminated upon any such taking or sale, then Licensor shall, to the extent Licensor deems feasible, restore the Antenna Site, the Licensed Premises or the Property to substantially the same condition as they were prior to the Commencement Date, but such work shall not exceed the scope of the work undertaken by Licensor in originally constructing the Property and installing shell improvements therein, nor shall Licensor in any event be required to spend for such work an amount in excess of the amount received by Licensor as compensation for such taking. All amounts awarded upon a taking of any part or all of the Property, Property, Antenna Site or the Licensed Premises shall belong to Licensor, and Licensee shall not be entitled to and expressly waives all claims to any such compensation.

**17. Prohibited Uses.**

**17.1 No Other Use.** Licensee agrees not to use or permit the use of Licensee's Site Equipment, the Antenna Site, the Licensed Premises or the Raceway for any purpose which is illegal, dangerous to health, life, limb or property or which, in Licensor's sole opinion, would diminish the value of the Property or any other portion of the Property, cause any damage, create a nuisance, or increase the cost of insurance coverage with respect to the Property. Licensee shall not use the Licensed Premises, the Antenna Site or the Raceway for any purpose other than the specific uses described in and permitted under this Agreement.

**17.2 No Interference.** Licensor and Licensee shall comply with the terms of Exhibit F concerning prevention of radio frequency and other interference with the Property and other Communication Equipment located thereon and/or therein.

**18. Events of Default/Remedies.**

**18.1 Default by Licensee.** Each of the following events shall be deemed a "**Default**" or an "**Event of Default**" by Licensee under this Agreement:

(i) Licensee shall fail to pay any License Fees or other sum of money required to be paid under this Agreement, where such failure continues for ten (10) business days after written notice thereof by Licensor to Licensee;

(ii) Licensee fails to comply with any provision of this Agreement or any other agreement between Licensor and Licensee, not requiring the payment of money, and such failure continues for the amount of time of the applicable cure period after notice of such failure is given to Licensee; provided, however, if the nature of Licensee's failure is such that it cannot reasonably be cured within the applicable cure period, it instead shall be an Event of Default if Licensee fails to commence to cure such failure within the applicable cure period and/or shall thereafter fail to prosecute such cure diligently, in good faith, and continuously to completion. Unless a shorter cure period is specifically identified in this Agreement, the applicable cure period shall be thirty (30) days;

(iii) this Agreement and Licensee's rights hereunder shall be taken on execution or other process of law in any action against Licensee;

(iv) any assignment, sublease, transfer, pledge or other encumbrance by Licensee of the License granted hereby, this Agreement or any of Licensee's rights hereunder in contravention of Section 30 hereof;

(v) Licensee shall utilize Licensee's Site Equipment to provide any services whatsoever in the Property other than the approved Telecommunications Services without Licensor's prior written consent;

(vi) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies Licensor that it anticipates either condition;

(vii) Licensee takes any action to, or notifies Licensor that Licensee intends to file a petition under any Section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any state thereof; or a petition shall be filed against Licensee under any such statute, or Licensee or any creditor of Licensee notifies Licensor that it knows such a petition will be filed, or Licensee notifies Licensor that it expects such a petition to be filed; and/or

(viii) a receiver or trustee shall be appointed for Licensee's licensed interest in the Antenna Site and the Licensed Premises or for all or a substantial part of the assets or business of Licensee.

**18.2 Licensee's Remedies.** Upon the occurrence of any Default or Event of Default by Licensee, whether enumerated in this Section or not, Licensor shall have the option to pursue any remedies available to it at law or in equity without any additional notices to Licensee (except as specifically required by the terms of this Agreement) or demand for possession whatsoever. Licensor's remedies shall include, but not be limited to, the following: (i) terminating this Agreement, in which event Licensee shall immediately surrender the Licensed Premises and the Raceway to Licensor in the condition required in Section 8; (ii) terminating Licensee's right to use and access the Licensed Premises and the Raceway and re-entering and taking possession thereof (without terminating this Agreement); (iii) entering the Licensed Premises and the Raceway and taking action to perform whatever Licensee is obligated to do under the terms of this Agreement, in which event Licensee agrees to reimburse Licensor on demand for any expenses which Licensor may incur in effecting compliance with Licensee's obligations under this Agreement, and Licensee further agrees that Licensor shall not be liable for any damages resulting to Licensee from such action; (iv) without terminating or canceling this Agreement, declaring all License Fees due under this Agreement for the remainder of the License Term (or any applicable extension or renewal thereof) to be immediately due and payable; and thereupon all License Fees and other charges due hereunder to the end of the License Term shall be accelerated; and/or (v) exercising all other remedies available to Licensor at law or in equity, including, without limitation, injunctive relief and specific performance of all varieties. All remedies of Licensor in the event of Licensee's Default shall be cumulative and, in addition, Licensor may pursue any other remedies permitted by law or in equity. Forbearance by Licensor to enforce any one or more of the remedies upon an Event of Default shall not constitute a waiver of such Default on such or any future occasion.



### 18.3 Licensor Default

In the event of a default hereunder by the Licensor, Licensee shall provide written notice thereof to Licensor. Licensor shall have 30 days from the date of said notice in which to cure the default, if Licensor shall have such extended period beyond 30 days as may be required if the nature of the cure is such that it reasonably requires more than 30 days and Licensor has commenced to cure the default within the 30-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. Licensee may not maintain any action or effect any remedies for default against Licensor unless and until Licensor has failed to cure a default within the time periods set forth in this section. In the event that Licensor fails to cure a default within 30 days or as otherwise provided in this section, Licensee may terminate this Agreement upon written notice to Licensor.

**19. Licensor Consent and Waiver.** If Licensee enters into any financing arrangement with respect to the Site and requests that Licensor execute a consent, waiver or other document in connection with any such financing, Licensor agrees not to unreasonably withhold its delivery of the requested documents, provided that Licensee shall pay all costs incurred by Licensor in connection with any such request and/or delivery.

**20. Costs and Fees.** In the event that either party commences any legal action or proceeding whatsoever or files a suit to enforce the performance of any obligation of the other party hereunder or to enforce or protect such party's rights hereunder or otherwise to obtain damages caused by a default by the other party under any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of the prevailing party's costs and expenses incurred in connection with the same, including, without limitation, reasonable attorneys' fees and costs, including those incurred in all appellate actions.

**21. No Implied Waiver.** The failure of Licensor or Licensee to insist at any time upon the strict performance of any covenant or agreement herein or to exercise any option, right, power or remedy contained in this Agreement shall not be construed as a waiver or a relinquishment thereof for the future. No payment by Licensee or receipt by Licensor of a lesser amount than the respective installment of Site License Fees due under this Agreement shall be deemed to be other than on account of the earliest Site License Fees due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as License Fees be deemed an accord and satisfaction, and Licensor may accept such check or payment without prejudice to Licensor's right to recover the balance of such License Fees or pursue any other remedy provided in this Agreement.

**22. Non Recourse; No Personal Liability of Licensor.**

**22.1 No Personal Liability.** It is expressly understood and agreed by Licensee that none of Licensor's covenants, undertakings or agreements under this Agreement are made or intended as personal obligations, covenants, undertakings or agreements by Licensor, and no liability is assumed by, nor at any time may be asserted against, Licensor or its partners, members, managers, directors, officers, shareholders, agents, employees, legal representatives, successors or assigns, all such liability, if any, being expressly waived and released by Licensee, and in any proceeding or in the case of any judgment against Licensor, Licensee shall and Licensor may, on behalf of Licensee, concurrently file the appropriate documents to reflect the exclusion from liability herein set forth. In no event shall any Licensor Party have any liability to Licensee on account of any claims for the interruption of or loss to Licensee's business or for any indirect damages or consequential losses.

**22.2 No Liability for Acts of Third Parties.** In no event shall any Licensor Party be liable to Licensee either for (a) any loss or damage that may be occasioned by or through the acts or omissions of other licensees, tenants, occupants or invitees of the Property or of any other persons other than Licensor and Licensor's agents and employees, or (b) any incidental or consequential damages, regardless of causation. No Licensor Party shall be liable to Licensee or to any other person for any act or omission on the part of any Licensor Party or its respective agents, representatives, tenants, contractors or employees, whether negligent or otherwise, except to the extent of actual damages or costs incurred due to personal injuries resulting from the willful misconduct or negligence of Licensor (or of Licensor's agents or employees acting in the course and scope of their employment). Nothing contained in the immediately preceding sentence shall ever be construed as creating liability in excess of that existing at law or, in any event, increasing the liability of Licensor, under any theory or cause of action, however denominated, from that existing at law, equity or otherwise.

**22.3 No Liability from Certain Causes.** No Licensor Party shall be liable to Licensee for any loss, cost, expense or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, acts of terrorism, court order, requisition, or order of governmental body or authority, or by any other cause, nor shall any Licensor Party be liable for any damage or inconvenience which may arise through (a) the leasing or licensing of other space within the Property to whomsoever Licensor chooses for whatever use is allowed by Licensor, or (b) repair or alteration of any part of the Licensed Premises or the Property, it being specifically acknowledged and agreed by Licensee that Licensee is being granted a non-exclusive license in the Property which is or may not be fully utilized at all times during the License Term and that Licensor will, as a part of Licensor's leasing and licensing of other space within the Property, be conducting or allowing construction work in order to prepare space in the Property, from time to time, for other tenants, licensees, occupants or invitees.

**23. Relocation.**

(a) If Licensor wishes to demolish or renovate the Building or other portions of the Property containing the Licensed Premises, and if necessary, Licensor may, upon 180 days notice to Licensee, require Licensee to relocate any or all Site Equipment to another comparable space in, on or adjacent to the Building, provided such new space is comparable in size, signal strength, coverage, and Licensee's ability to send and receive radio signals. Licensor and Licensee shall reasonably cooperate to identify an alternative location for the Site Equipment that does not substantially change the operation of the Site Equipment, materially adversely affect Licensee's ability to provide service to Licensee's members and subscribers, or materially degrade the quality of transmission of the Site Equipment. Licensor will permit Licensee to perform a standard cut-over procedure, if required by any relocation of Licensee's Site Equipment, which will ensure that the relocated Site Equipment is operational for Telecommunications Services prior to discontinuing service from the old location. No Licensor Party shall be responsible for damage to the Site Equipment or for theft, misappropriation or loss thereof resulting from such relocation.

(b) If, during the Term, Licensor needs to perform repair, restoration or maintenance work to any portion of the Property, repair or replace any portion of the Property that includes the Licensed Premises or the Antenna Site, or modify or replace any existing systems in the Property ("**Licensor Work**"), Licensee agrees to cooperate with Licensor to permit the performance of the Licensor Work. Licensor agrees to provide at least five (5) business days' notice to Licensee of its intention to perform Licensor Work; except in the case of an Emergency Situation, in which case Licensor shall give as much notice as is reasonably possible under the circumstances. The Licensor Work may require the relocation of the Site Equipment or Antenna Facilities or Licensee's installation of temporary equipment. Moreover, if a temporary relocation of the Site Equipment or Antenna Facilities is required to accommodate the Licensor Work, the parties shall determine the most suitable alternative location that will not impede the Licensor Work and that will minimize any adverse effect upon Licensee's ability to provide the Telecommunications Services. Notwithstanding the foregoing, Licensee shall move the Site Equipment and/or Antenna Facilities back to their original location within ten (10) business days after Licensor gives Licensee notice that the Licensor Work is completed unless the parties agree to utilize the relocated area permanently.

(c) Licensee shall pay the cost of the any relocation required pursuant to this Section 23. Licensor agrees to cooperate with Licensee to minimize the cost of any required relocation and will not assess any site preparation fees.

**24. Notices.** All notices, demands, statements or communications (collectively, "**Notices**") given or required to be given by either party to the other hereunder shall be in writing, shall be sent by United States certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier service (e.g., Federal Express) or hand delivered to the parties at their respective addresses set forth in Sections 1.6 and 1.7, or to such other firm or to such other place as such party may from time to time designate in a Notice to the other. Any Notice will be deemed given (a) three (3) business days after deposit with the United States Postal Service if sent via U.S. Mail, (b) one (1) business day after deposit with a nationally recognized overnight courier service, and (c) on the date hand delivery is made if hand delivered.

**25. Severability.** If any term or provision of this Agreement or amendment thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, and the deletion of such term, provision or application would not adversely affect the receipt of any material benefit of the bargain by Licensor or

Licensee, then the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**26. Recordation.** Neither this Agreement nor any memorandum hereunder may be recordable or filed in the real property records or with any governmental agency, except upon the express written consent of both parties hereto, or except as may be required by Law.

**27. Governing Law; Venue.** This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the Laws of the State of California, exclusive of conflicts of laws provisions. Any disputes arising hereunder shall be resolved by a court of competent jurisdiction in the County of Los Angeles.

**28. Force Majeure.** Whenever a period of time is herein prescribed for the taking of any action by Licensor or Licensee, with the exception of any payment obligation of Licensee hereunder, neither Licensor nor Licensee shall be liable or responsible for, and the time period within which the party is obligated to perform shall be extended on an hour for hour, or day for day basis (as applicable) for each hour or day (as applicable) of delays due to strikes, riots or other civil unrest, acts of God, inability to obtain labor due to union restrictions, war, Acts of Terrorism, Laws, governmental regulations or restrictions, or other causes beyond the reasonable control of the party obligated to perform (collectively, "**Force Majeure events**").

**29. Time.** All periods of time to be computed under this Agreement shall be computed in accordance with Rule 6(a) of the Federal Rules of Civil Procedure in effect on the Effective Date. Except as expressly otherwise herein provided, with respect to all required acts of the parties hereto, time is of the essence in this Agreement.

**30. Transfers by Licensee.**

**30.1 Permitted Transfers.** Upon written notification to Licensor, which notice shall be delivered by no later than thirty (30) days following the effective date of any such transfer, Licensee shall have the right to assign this Agreement or sublease the Licensed Premises at any time without Licensor's consent to an Affiliate of Licensee, provided, that Licensee shall remain fully liable for all obligations under this Agreement throughout the term hereof. In connection with any such transfer to Affiliate, Licensee shall (i) provide Licensor with a detailed description of the manner of transfer, and evidence of the assumption by the Affiliate transferee of all obligations of Licensee hereunder, (ii) shall pay to Licensor a transfer fee in the amount of \$1,000, and (iii) shall deliver to Licensor a certificate signed by Licensee and the designated Affiliate confirming that (A) the named Licensee hereunder remains liable for all obligations of Licensee hereunder, (B) there has occurred no material adverse change in the financial strength and creditworthiness of the Licensee hereunder since the Effective Date which would materially and adversely affect Licensee's financial ability to perform the obligations of Licensee under this Agreement (it being agreed that if Licensee's financials are not available, this requirement may be satisfied through a certificate delivered by Licensee), (C) both Licensee and the Affiliate are validly existing and in good standing in their respective states of incorporation or formation, and (D) the designated Affiliate holds all necessary licenses, permits and consents to operate the business of Licensee under this Agreement. To the extent available and non-proprietary, Licensee and such Affiliate shall also provide to Licensor the most recently available financial statements for Licensee and the Affiliate.

**30.2 Transfers Requiring Consent.** If Licensee wishes to transfer this Agreement or sublease any portion of the Licensed Premises to any party other than an Affiliate of Licensee, Licensee shall deliver to Licensor at least ten (10) days prior to the proposed effective date of the transfer, (i) a written description of the proposed transfer, (ii) a fee in the amount of \$2,500, which transfer fee shall be subject to refund if the proposed transfer is not approved by Licensor, and shall be subject to decrease or increase to reflect the actual costs incurred by Licensor in connection with such proposed transfer if approved by Licensor and (iii) evidence of the proposed assignee or transferee's financial condition, creditworthiness and operational ability, sufficient to permit such proposed transferee to perform the obligations of Licensee under this Agreement throughout the Term hereof, or if such evidence is not publicly available, a certificate of the type referenced in subsection (iii) of Section 30.1 above with respect to Licensor and such transferee. Any such transfer to a party other than an Affiliate of Licensee shall be subject to the prior written consent of Licensor, which shall not be unreasonably withheld, conditioned or delayed,

but which may be conditioned upon Licensee, or such assignee or transferee posting such security or providing such a guaranty as requested by Licensor to assure Licensor that the Licensee, or such assignee or transferee, shall perform all obligations of Licensee hereunder. In the event Licensor approves such transfer or assignment of this Agreement, the transferee approved by Licensor pursuant to the terms hereof may be referred to herein as a “**Permitted Transferee.**” In no event shall Licensee be released from its obligations hereunder.

**30.3 No Other Assignment.** Except as specifically provided in Section 19 and Sections 30.1 and 30.2 above, Licensee may not assign, transfer or encumber this Agreement or any of Licensee’s right hereunder without the prior written consent of Licensor which may be granted or withheld in Licensor’s sole discretion. Any purported assignment or transfer which is not strictly in accordance with the terms of this Section 30 shall at Licensor’s option, to be exercised at any time after Licensor becomes aware of any such purported assignment or transfer, be void and of no force or effect, and may, at Licensor’s option, be treated as an Event of Default hereunder. Further, in the event of such assignment or transfer without the consent of Licensor, Licensor shall be entitled to receive all profits received by Licensee in connection with such transfer or assignment. Further, without limiting the generality of any of the foregoing, Licensee shall have no right to sub-license or sublet all or any part of the Antenna Site or the Licensed Premises, or transfer any of Licensee’s rights hereunder to any person or entity except in accordance with the terms of Sections 30.1 and 30.2 above. Licensee’s assignment of this Agreement shall not release Licensee of its obligations hereunder. In the event of any permitted assignment or transfer of this Agreement by Licensee, Licensee shall provide adequate documentation as may be reasonably requested by Licensor by time to time to evidence such assignment or transfer or to further evidence the commitment of Licensee, the assignee or transferee to comply with and be bound by the Terms of this Agreement. In no event shall any assignment or transfer of this Agreement relieve Licensee of its obligations hereunder.

**31. Commissions.** Licensor and Licensee each hereby represents and warrants that it has not dealt with any broker or agent in connection with the negotiation or execution of this Agreement. Each party hereby agrees to indemnify and hold the other harmless from and against any loss, cost, claim, expense, damage, demand or liability whatsoever with respect to any commissions, brokerage or other like transaction fees claimed due or owing on account of the execution and/or renewal of this Agreement or expansion of the Antenna Site or the Licensed Premises hereunder, if applicable, due on account of the indemnifying party’s dealings with any real estate broker or agent.

**32. Miscellaneous.**

**32.1 Entire Agreement.** This Agreement (together with all Exhibits attached hereto) supersedes, incorporates, merges and embodies the entire agreement between the parties hereto with respect to the transactions contemplated hereby, and there have been and are no other covenants, agreements, representations, warranties or restrictions between the parties with regard thereto other than those specifically set forth herein. Submission of this Agreement for examination or signature shall not constitute a reservation or option to license or lease, and it is expressly understood and agreed that this Agreement shall not be effective until a copy executed by both Licensor and Licensee is delivered to both Licensor and Licensee.

**32.2 Exhibits and Schedules.** All exhibits and schedules are attached hereto and incorporated herein and made a part of this Agreement for all purposes, and Licensee shall comply with each of the terms, conditions and requirements set forth therein.

**32.3 No Third Party Reliance.** It is expressly understood and agreed that this Agreement is entered into solely for the mutual benefit of the parties hereto and that no benefits, rights, duties or obligations are intended or created by this Agreement as to any third party not a signatory hereto.

**32.4 Amendments in Writing.** The terms of this Agreement may not be amended, modified or waived except by written agreement executed and delivered by Licensor and Licensee.

**32.5 Captions; Terms.** The captions in this Agreement have been inserted solely for convenience or reference of the parties hereto, and they shall not control or affect the meaning or construction of this Agreement or any of the provisions hereof. In this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

**32.6 Counterparts.** This Agreement may be executed by facsimile and in one or more counterparts, and each set of duly delivered identical counterparts which includes all signatories shall be deemed to be one original Agreement.

**32.7 No Joint Venture.** Nothing shall be deemed or construed to constitute Licensor and Licensee as employer and employee, partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking. Licensee further acknowledges and agrees that the rights granted to Licensee under this Agreement are contract rights only and not an estate or interest in land or real property. Licensee disclaims and waives any leasehold estate or other possessory interest in the Raceway, the Licensed Premises or any other portion of the Property.

**32.8 Construction.** The judicial rule or doctrine of construction requiring or allowing an instrument or document to be construed against the interests of the maker thereof shall not apply in the construction or interpretation of this Agreement or any term or provision hereof.

**32.9 Authority.** Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party that it has full power and authority to execute and deliver this Agreement.

**32.10 Publicity.** Licensee shall not issue any publicity or press release regarding the contractual relationship hereunder or the terms of this Agreement without obtaining prior written approval from Licensor as to form, content and timing. All publicity shall be governed by the rules and regulations of Licensor applicable thereto.

**32.11 Marketing or Promotional Activities.** Nothing herein is intended to or shall be deemed to grant to Licensee any rights to market or promote Licensee's services or equipment at the Property or to any of the prospective customers therein. Further, nothing herein is intended to or shall be deemed to grant to Licensee the right to use any Licensor names, logos or marks without the prior written consent of Licensor.

**32.12 Survival of Obligations.** All provisions of this Agreement which require the payment of money or the delivery of property after the termination of this Agreement or require Licensee to indemnify, defend or hold any Licensor Party harmless shall survive the expiration or termination of this Agreement.

**33. Termination.**

(a) **By Licensee.** This Agreement may be terminated by Licensee upon thirty (30) days prior written notice (i) if Licensee, despite the exercise of commercially reasonable efforts, is unable to reasonably obtain, within 365 days following the Effective Date, any certificate, license, permit, authority or approval from any governmental authority which is required for Licensee to install, maintain and operate the Site Equipment or use the Licensed Premises and the Raceway in the manner described in this Agreement; or (ii) if, through no fault of Licensee and despite the exercise of commercially reasonable efforts, the operation of the Site Equipment from the Licensed Premises in the manner contemplated under this Agreement would constitute a violation of applicable laws, rules and regulations.

(b) If Licensor or Licensee terminates this Agreement pursuant to the terms of this **Section 33**, Licensor and Licensee shall have no further liability or responsibility under this Agreement, except with respect to indemnification, removal of Antenna Facilities and Site Equipment and restoration of the Property, and or other obligations which are stated herein to survive any expiration or earlier termination hereof.

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, Licensor and Licensee have caused this Agreement to be signed by their authorized representatives, in multiple identical original counterparts, as of the day and year first above written.

**“LICENSOR”:**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**“LICENSEE”:**

**THE LOS ANGELES INTEROPERABLE COMMUNICATIONS  
SYSTEMS AUTHORITY, a California Joint Powers Authority**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

MARK J. SALADINO  
CITY COUNSEL

BY: \_\_\_\_\_  
Deputy

**EXHIBIT A**

**PROPERTY DESCRIPTION**

Licensor's property, of which the Premises are a part, is legally described as:

No legal description available.

Licensed Property is also known as: **Factor Health Sciences Building, 700 Tiverton Ave., Los Angeles, CA (rooftop only)**

**Alternate Licensed Property #1 is also known as:**

## EXHIBIT B

### SCHEDULE OF DEFINED TERMS

The parties agree that the following terms have the meanings ascribed to them below whenever used in the Agreement and that each party shall perform as required hereunder. Defined terms used herein include the plural as well as the singular as the context requires.

“**Additional Space Agreement**” shall mean an agreement entered into by Licensor and Licensee on Licensor’s form and on terms acceptable to Licensor, setting forth the terms and conditions upon which Licensee and its Affiliates may use space at the Property in addition to the Licensed Premises initially identified hereunder for the installation or operation of any equipment, facilities or Cabling (other than as may be covered by a Connectivity Agreement).

“**Affiliate**” or “**Affiliates**” shall mean any natural person or firm, corporation, partnership, limited liability company, association, trust or other entity which controls, is controlled by, or is under common control with the Licensee or members thereof, or an entity which (a) purchases substantially all of the assets of Licensee, or (b) is the surviving entity in a merger pursuant to state corporation or partnership with Licensee, or (c) purchases substantially all of the assets of Licensee in the Los Angeles County region, including the rights and obligations to operate the Site Equipment under this Agreement. For purposes hereof, the term “**control**” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise. Any obligation, prohibition or standard of conduct imposed on Licensee hereunder shall equally apply to Licensee’s Affiliates. For purposes of this Agreement, the parties agree that the federal First Responder Network Authority ("First Net") and any of Licensee's member agencies shall each constitute an Affiliate of Licensee.

“**Antenna Facilities**” shall mean the antenna(s) shown in Exhibit E, together with any related equipment, base stations, poles, masts, cabling, wiring, power equipment, electrical and telephone lines and accessories used in connection therewith, as more fully described on Exhibit E attached hereto.

“**Antenna Site**” shall mean the space specifically described in Exhibit C attached hereto.

“**Approved Contractors**” shall mean the contractors or subcontractors approved by Licensor from time to time in writing to install, repair, alter, replace or remove Licensee’s Site Equipment; the parties hereby agree that Motorola is an Approved Contractor for purposes of this Agreement.

“**Approved Plans**” shall mean detailed plans and specifications, together with working drawings and written instructions reflecting the initial and any subsequent improvements desired by Licensee in the Licensed Premises, which have been approved in writing by Licensor.

“**Basic License Provisions**” shall mean the provisions and terms set forth in Section 1 of the Agreement.

“**Building**” shall mean the building within or upon which the Licensed Premises, or a portion thereof, are located, as applicable.

“**Cable**” shall mean all optical fibers and copper telephone cables, which shall be encased in an aluminum sleeve or other fire retardant material or EMT conduit, unless other materials are expressly preapproved in writing by Licensor pursuant to the terms of this Agreement. The Cable (including the conduit) shall at all times be subject to Licensor’s prior written approval and shall comply and conform with the Site Technical Standards (Exhibit H).

“**Claims**” shall mean all expenses, costs, damages, losses, claims, demands or other liabilities, proceedings, judgments, causes of action, liens or claims of lien, civil or criminal penalties and charges, costs and expenses including reasonable attorneys’ fees and costs arising out of or relating to or with respect to the loss or liability at issue.



“**Commencement Date**” shall have the meaning set forth in the Basic License Provisions.

“**Connectivity Agreement**” shall mean an agreement, if any, entered into by Licensor and Licensee on Licensor’s form on terms acceptable to Licensor, setting forth the terms upon which Licensee may access and use Connectivity Services. (see Connectivity Guidelines).

“**Connectivity Guidelines**” shall mean the guidelines attached as Exhibit D hereto.

“**Connectivity Services**” shall mean telecommunications and related services and capacity, including, without limitation, network (cross-connect) access to T-1 line services or other telecommunications services (including, without limitation, POTS line, ISDN, etc.), or access to any “Point of Presence” or “Minimum Point of Entry,” access to line drivers, if required, access to or use of Licensor’s vault which serves as the “minimum point of entry” for the Property, or other related services or access, all as referenced in the Connectivity Guidelines.

“**Default**” or “**Event of Default**” shall mean the failure of Licensee to comply with any provision of this Agreement or any other agreement between the Licensor and Licensee, including, without limitation, the events specified in Section 18 hereof.

“**Delinquency Rate**” shall mean the maximum interest rate permitted to be charged by applicable law for delinquent sums payable pursuant to contract.

“**Effective Date**” shall mean the date upon which this Agreement has been fully executed and delivered by Licensor and Licensee and all Exhibits attached hereto have been completed, and attached to this Agreement.

“**Emergency Situation**” means any event or situation which results in the threat of imminent harm or damage to persons or property, as reasonably determined by Licensor, its agents or employees.

“**Environmental Laws**” shall mean all applicable federal, state, local and foreign laws, ordinances, regulations and statutes now in force or which are hereafter enacted, relating to industrial hygiene, worker or occupational health and safety, human health, environmental protection, natural resources, or the use, analysis, generation, manufacture, storage, disposal, release, threatened release, remediation, removal, or transportation of Hazardous Substances, as such laws have been amended or supplemented from time to time, and any similar present or future federal, state or local statute, ordinance, rule or regulation, as well as the common law in effect during the License Term, relating to pollution or protection of the environment, including Laws relating to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals or industrial toxic or hazardous substances or wastes into the environment electromagnetic fields or radio frequency emissions.

“**Equipment Space**” shall mean that portion of the Licensed Premises, if any, identified in Exhibit C attached hereto and identified as equipment space within which Licensee is to install certain facilities for use in connection with Licensee’s Site Equipment.

“**Existing Licensee**” shall mean any telecommunications service provider duly authorized to provide telecommunications services under applicable Laws, and who, before the Commencement Date, has the right to operate install and operate Site Equipment in or about the Property or any other portion of the Property pursuant to an agreement with Licensor.

“**Expiration Date**” shall mean the last day of the calendar month in which the tenth (10th) anniversary of the Commencement Date occurs. If Licensee extends the License Term for the Extension Term(s) pursuant to Section 3.2 of the Agreement, the Expiration Date shall be the last day of the Extension Term.

“**Extension Term(s)**” shall initially mean a 5-year period commencing on the date immediately following the initial 5-year Term, if such Extension Term is properly exercised by Licensee pursuant to this Agreement, and if the first Extension Term is properly exercised by Licensee pursuant to this Agreement, the 5-year period immediately following the first Extension Term; and thereafter each successive 5-year term which Licensee is

entitled to exercise pursuant to the exercise of an Extension Option, so long as the preceding Extension Option was properly exercised.

“**Facilities Manager**” shall mean the individual or individuals designated by Licensor as the person(s) who will oversee and coordinate access, construction procedures and implementation of rules and regulations at the Property.

“**FCC**” shall mean the United States Federal Communications Commission and any successor agency having similar authority and jurisdiction.

“**Force Majeure events**” shall have the meaning set forth in Section 28.

“**Future Licensee**” shall mean any telecommunications service provider or any other user of the equipment rooms and raceways within the Property or upon the rooftop or exterior of the Property, or upon any other portion of the Property who, following the Commencement Date, enters into an agreement with Licensor to permit such licensee to operate its Site Equipment in or about the Property or such other portion of the Property for the first time (i.e., excluding amendments or modifications to existing agreements).

“**Future License Agreement**” shall mean each instrument or agreement between Licensor and a Future Licensee permitting the applicable Future Licensee to install and/or operate Site Equipment at the Property.

“**Hazardous Substances**” shall mean any toxic or hazardous or radioactive material, waste, pollutants or substances, including, without limitation, asbestos, petroleum products and by-products, flammable explosives, asbestos, urea, formaldehyde, polychlorinated biphenyls (PCBs), heavy metals, radioactive materials or wastes, dangerous chemicals, hydrocarbons’ constituents of petroleum, or other hazardous, toxic, contaminated or polluting materials, substances or wastes including, without limitation, any “hazardous substances,” “hazardous wastes,” “hazardous materials,” “pollutants,” “contaminants,” or “toxic materials” as defined under any applicable Environmental Laws or other Laws.

“**Holiday**” shall mean all days when Licensor’s campus is closed, including, New Year’s Day, Martin Luther King, Jr. Birthday, Presidents’ Day, Cesar Chavez Birthday, Memorial Day, Independence Day, Administrative Holidays, Labor Day, Veterans Day, Thanksgiving, and Christmas. A listing of the actual dates of annual Holidays shall be forwarded to each Licensee on or about January 5th of each calendar year to the persons and addresses set forth in the notice provision of the License Agreement.

“**Laws**” shall mean all laws, statutes, codes, rules, regulations, ordinances, franchises, licenses, decrees, writs, judgments, directives, guidelines, orders, rulings and all other requirements of every duly constituted governmental or quasi-governmental entity, authority or agency, including, without limitation, Environmental Laws, and all laws relating to zoning and land use, and all laws, rules and regulations pertaining to the installation, operation or maintenance of equipment and facilities covered by this Agreement.

“**License**” shall mean the non-exclusive license granted to Licensee for the use of the Licensed Premises subject to the terms and conditions of this Agreement.

“**License Fees**” shall mean and include the Initial Fee, the Additional License Fees, the Connectivity Fee and any and all other amounts payable by Licensee to Licensor hereunder, or pursuant hereto including, without limitation, interest on past due payments at the Delinquency Rate.

“**License Term**” or “**Term**” shall mean a term commencing on the Commencement Date and continuing until the Expiration Date, unless extended by the mutual written agreement of the parties or earlier terminated in accordance with the terms of the Agreement.

“**Licensed Premises**” shall be the space more particularly shown and described in Exhibit C attached hereto and such certain other areas as to which Licensor has expressly granted Licensee the non-exclusive license to

access and use pursuant to the terms and conditions of this Agreement, including the Antenna Site and the Equipment Space.

“**Licensee’s Plans**” shall mean detailed plans and specifications, together with working drawings and written instructions reflecting the initial and any subsequent improvements submitted by Licensee to Licensor with respect to the Licensed Premises and any installations Licensee wishes to make in the Raceways.

“**Licensor Parties**” shall mean collectively, Licensor together with its Affiliates and their respective regents, trustees, directors, officers, employees, agents, consultants and contractors.

“**Marketing Agreement**” shall mean an agreement entered into by Licensor and Licensee on Licensor’s form and on terms acceptable to Licensor, setting forth the terms and conditions upon which Licensee or its Affiliates may engage in marketing or promotional activities at the Property and with respect to any Telecommunications Services provided through the Site Equipment.

“**Normal Business Hours**” for Licensee’s access to the Licensed Premises shall mean 7:00 A.M. to 5:00 P.M. Monday through Friday, excluding Saturdays, Sundays and nationally recognized holidays.

“**Permits**” shall mean the initial permits required to be issued by governmental agencies or municipalities for the installation of the Site Equipment at the Property.

“**Permitted Use**” shall mean activity permitted pursuant to applicable Laws and the terms of this Agreement, in connection with the design, construction, and performance of services with respect to a regional interoperable Land Mobile Radio (LMR) telecommunications system including without limitation, the transmission and reception of radio communication signals and the construction, maintenance and operation of related communications facilities.

“**Project Manager**” shall mean Licensor’s representative, as may be designated from time to time by Licensor, in writing, to interface with Licensee and its Approved Contractor(s) with respect to the installation, maintenance, repair or alteration of Licensee’s Site Equipment. The Project Manager is now Licensor’s Information Technology Services (IT Services).

“**Project Engineer**” shall mean Licensor’s representative for site design and engineering matters, as may be designated from time to time by Licensor, in writing, to review Licensee’s Plans, and to coordinate engineering matters relating to the Licensee’s Site Equipment.

“**Property**” shall mean the land owned by Licensor and more particularly described in Exhibit A.

“**Raceway**” shall mean that portion of the vertical and/or horizontal riser space in the Building, through which Licensee’s Cable will be installed as approved by Licensor pursuant to this Agreement. The precise location of the Raceway applicable to the License granted pursuant to this Agreement will be designated by Licensor, and the Site Equipment may only be installed as so designated by Licensor. The initial Raceway(s) to be utilized by Licensee pursuant to this Agreement are as shown in Exhibit C attached hereto.

“**Rules and Regulations**” shall mean the Rules and Regulations and Contractor Guidelines established from time to time by Licensor or the Project Manager with respect to the installation, operation and maintenance of the Site Equipment. The Rules and Regulations and Contractor Guidelines in effect as of the Date of this Agreement have been provided to Licensee by the Project Manager and/or Licensor and are attached hereto as Exhibit G and are subject to change, as they may be updated, amended and supplemented from time to time.

“**Service Areas**” shall mean those areas within the outside walls of the Property used for elevator equipment rooms, electrical or telephone rooms, building stairs, elevator shafts, flues, vents, stacks, pipe shafts and other vertical penetrations.

**“Site Equipment”** shall mean any and all communications transmitting, relay, processing or receiving equipment, and other related equipment and personal property used in the normal course of Licensee’s business, and installed by Licensee in the Licensed Premises pursuant to the terms and conditions of this Agreement.

**“Site Restoration”** shall mean the completion of the restoration of all improvements in excess of the shell improvements pursuant to the final working drawings and specifications approved in writing by Licensor which would be necessary to permit Licensee’s resumption of operations in the Licensed Premises after a casualty, as more particularly provided in Section 15 of the Agreement.

**“Site Technical Standards”** shall mean those standards and specifications established from time to time by Licensor or the Project Manager with respect to the installation, operation and maintenance of the Site Equipment. The Site Technical Standards in effect as of the Date of this Agreement have been provided to Licensee by the Project Manager and/or Licensor, and are subject to change from time to time.

**“Taxes”** shall mean all impositions, taxes, assessments (special or otherwise), water and sewer charges and rents, and other governmental liens or charges of any and every kind, nature and sort whatsoever (except only those taxes of the following categories: any inheritance, estate, succession, transfer or gift taxes imposed upon Licensor, any income taxes specifically payable by Licensor without regard to Licensor’s income source as arising out of or from the Property), attributable in any manner to the Property, the Site Equipment (including all personal property taxes), the Telecommunications Services, or the License Fees or rents (however the terms may be defined) receivable therefrom or any part thereof, or any use thereof, or any facility located therein or thereon or used in conjunction therewith or any change or other payment required to be paid to any governmental authority, whether or not any of the foregoing shall be designated “real estate tax,” “sales and/or use tax,” “rental tax,” “excise tax,” “business tax,” or designated in any other manner.

**“Telecommunications Services”** shall mean public safety fire rescue, law enforcement LMR communications services, provided by LARICS LMR system including authorized LARICS agencies operating on this network to support the general public, as referenced in Section 2.1.

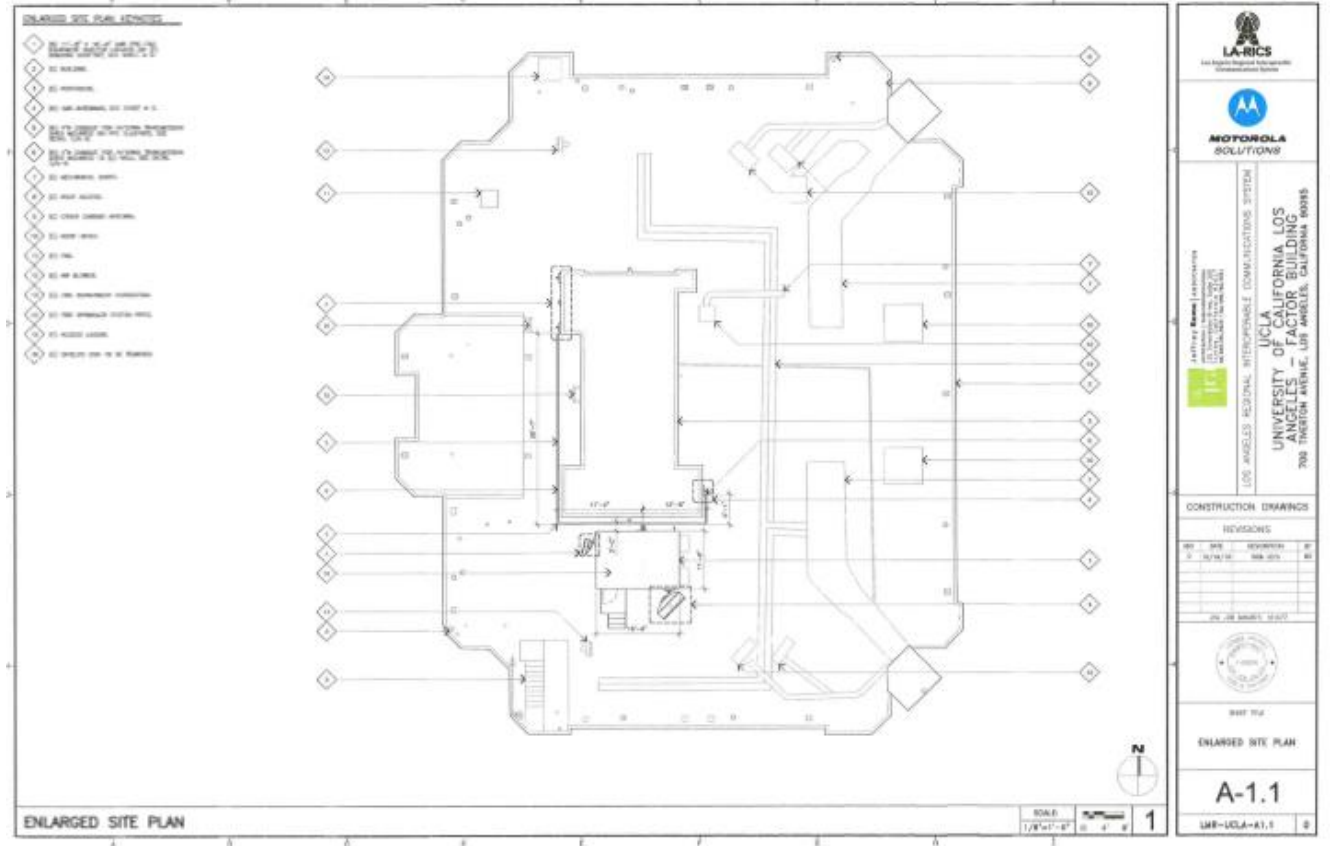
**“Term”** shall have the meaning set forth in the Basic License Provisions.

**“Utilities Services”** shall mean all electrical service, chilled water service, as applicable, water, gas, sewer or other utilities or services which are determined to be necessary for the installation, operation, repair or maintenance of the Site Equipment from time to time, and which Licensor specifically agrees in writing to provide to Licensee, whether this Agreement or by separate agreement entered into by the parties.

**EXHIBIT C**

**DESCRIPTION OF THE LICENSED PREMISES, ANTENNA SITE AND RACEWAY**

Map attached showing location(s) of the Licensed Premises, including, without limitation, the Antenna Site and Raceway.



**EXHIBIT D**

**CONNECTIVITY GUIDELINES**

1. All Connectivity Services shall be arranged through and coordinated by Licensor's Information Technology Services (IT Services).
2. Current charges for selected Connectivity Services are as follows (and are subject to change):
  - Incoming T-1 service (copper):  
Initial installation charge \$150; monthly charge of \$125 per line
  - Outing Analog Circuit (copper):  
Initial installation charge \$150; monthly charge \$75; Licensee also pays for actual usage
  - Incoming and outgoing fiber:  
Initial installation charge \$4,500; \$85 [per circuit]
3. Licensee must establish service in its own name with a local phone company, and shall pay for such service directly. Once service is established through the local carrier, IT Services will extend the service from Licensor's telephone room to the Building/Antenna Site.

## EXHIBIT E

### DESCRIPTION OF THE SITE EQUIPMENT

#### Factor Health Science Building Rooftop Project Description

Site #

The equipment to be located at the site on the roof top of the Factor Health Science Building will consist of:

- Communications Shelter
  - 14 ft. x 18 ft. roof top single story.
  - 06 each Digital Project 25/ 700 MHz Base Radios.
  - 03 each Emergency Power Equipment.
  - 04 Ton Air-conditioned units.
  
- Antenna System
  - 03 each LMR Omni antennas).
  - 02 each microwave parabolic dishes
  - Coaxial cables with ground kits, hardware routed in protected conduit.
  
- Building Power Equipment
  - 001 dedicated E-Mon D-Mon Meter.
  - 200 Amp service, 3-phase electrical source.

**Note: All equipment listed on this Exhibit shall be installed at the locations specified in the final drawings titled "LMR-UCLA", including all revisions approve by Owner.**

**EXHIBIT F**

**INSTALLATION AND MAINTENANCE PROCEDURES FOR SITE EQUIPMENT**

**A. Installation of Site Equipment and Antenna Site.**

1. **Consent and Approval.** No improvements or alterations shall be made to the Antenna Site, the Licensed Premises or to any other portion of the Property without Licensor's or the Project Manager's express prior written consent. Notwithstanding the foregoing, however, it is understood and agreed that Licensee shall have the right to: (a) make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements with providing notice to the Licensor, and (b) perform any alterations or modifications that may be required as a result of FAA/ FCC rules or regulations, after providing notice to the Licensor. In no event shall Licensee, its agents, employees or contractors, take any action which may affect the appearance of the Building or any other portions of the Property. No installation, alterations or repairs shall be initiated without first delivering to the Project Manager and the Project Engineer plans and specifications of the proposed changes, in substance and form acceptable to Licensor. No oral approval of these plans and/or specifications shall be deemed effective; only evidence of written approval which has been granted by Licensor or the Project Manager will be binding against Licensor. Prior to commencing any work at or on the Antenna Site or the Licensed Premises or any other part of the Property, Licensee shall obtain all necessary licenses, permits and consents required under applicable Laws and provide copies of same to Licensor and Project Manager. Licensor and the Project Manager shall have the right to monitor all such work. All work by or on behalf of Licensee shall be performed in compliance with applicable Laws and ordinances and in a manner that does not adversely affect the condition of the Property, the Building's systems and equipment, or any warranty or service contract relating thereto. Licensor shall have the right to approve all outside contractors performing any work relating to the installation, modification, maintenance or removal of Licensee's Site Equipment on behalf of Licensee, which approval shall not be unreasonably withheld, conditioned or delayed. Licensee shall not permit any of its contractors or subcontractors to commence working at the Antenna Site or the Licensed Premises until Licensee delivers certificates of insurance, endorsements and such other evidence as is reasonably necessary to demonstrate that such contractor or subcontractor has complied with the insurance requirements required by this Agreement and such other reasonable insurance requirements as may be in effect from time to time at the Property. Prior to Licensee accessing the Antenna Site or the Licensed Premises or any other portion of the Property, Licensee will at its own cost and expense deliver to the Project Manager a certificate of insurance confirming that the insurance requirements set forth in this Agreement have been satisfied. The monitoring or inspection of Licensee's work by Licensor's representatives shall not be deemed supervision of Licensee's employees and shall not be deemed to be a representation or warranty of any particular level of telecommunications expertise attained by Licensor's representative. Licensee shall monitor and supervise its own employees and shall assume responsibility for the expertise and quality of its work. Licensee shall ensure that prevailing wage rates, as established for each craft, classification or type of worker by the State of California Department of Industrial Relations, are paid by Licensee and its contractors and subcontractors for work performed on the Antenna Site, the Licensed Premises and the Property, if required by law.

2. **Plans.** All improvements constructed by Licensee shall be in strict accordance with plans and specifications approved by Licensor pursuant to the terms of this Agreement, and any requirements established by Licensor from time to time, including, without limitation, the Site Technical Standards, the Procedures of Contractors and the Rules and Regulations. Prior to commencing any work or the installation of any improvements or alterations, Licensee shall deliver to Licensor, at Licensee's sole cost and expense, detailed plans and specifications, together with working drawings and written instructions reflecting the improvements desired to be constructed by Licensee in the Antenna Site, the Licensed Premises or any other portion of the Building ("**Licensee's Proposed Plans**") for Licensor's written approval. Licensor shall, within twenty (20) business days after receipt of Licensee's Proposed Plans, notify Licensee of its approval of Licensee's Proposed Plans, or its disapproval thereof, together with the reasons therefor. If Licensor disapproves of Licensee's Proposed Plans, Licensee shall resubmit revised Proposed Plans to Licensor within ten (10) business days after Licensor gives Licensee notice of Licensor's disapproval. This process will continue until Licensor shall have approved Licensee's Proposed Plans in writing ("**Approved Plans**"). Licensor's failure to provide a written consent pursuant to this Section 2 shall under no circumstances be deemed to constitute an approval. Approval of Licensee's Proposed Plans or work performed pursuant thereto by Licensor, the Project Manager or the Project Engineer shall not constitute a



representation that such work is in compliance with all applicable Laws or that it will not cause interference with other communications operations at or around the Property.

**3. Project Management Costs.** Licensee agrees to reimburse Licensor for Licensor's actual reasonable out-of-pocket costs incurred in connection with the review of Licensee's Proposed Plans and the monitoring or inspection of Licensee's work within thirty (30) days following submission to Licensee of an invoice for such costs. Licensor agrees to provide Licensee with an estimate of such costs in advance of performing such monitoring or inspection.

**4. Method of Installation.** All installations and improvements now or hereafter placed in the Antenna Site and the Licensed Premises by Licensee shall be: (a) made strictly in accordance with the Approved Plans, using state-of-the-art property and equipment, and (b) for Licensee's account and at Licensee's sole cost and expense (and Licensee shall pay all ad valorem and other Taxes and increased insurance thereon or attributable thereto), which costs, if incurred by Licensor, shall be payable by Licensee to Licensor upon demand as additional License Fees hereunder. Licensor's approval of Licensee's Proposed Plans shall not relieve Licensee or any of its Approved Contractors of the obligation to ensure that the Approved Plans and all work to be performed pursuant to said Approved Plans complies with all applicable Laws or that said Approved Plans will not require any modification of the existing mechanical, electrical, or other systems at the Property. It is acknowledged that Licensee shall have the right to upgrade its Site Equipment and Antenna Facilities and to implement new technologies at the Licensed Premises and the Antenna Site to provide Telecommunications Services to occupants and invitees of the Property and the general public, provided that (i) such actions by Licensee do not impair Licensor's rights hereunder, increase Licensee's rights to use space in the Property or result in any risk of interference with other operations at the Property; and (ii) such actions by Licensee are undertaken in accordance with, and are governed by the terms of, this Agreement, including, without limitation, submission of plans for approval as set forth herein. In the event that Licensee's upgrading of Site Equipment and Antenna Facilities or implementation of new technologies would require an expansion of the Licensed Premises or the Antenna Site, then Licensee shall request Licensor's prior written approval of an amendment of or modification to this Agreement, which approval may be granted or withheld in Licensor's sole discretion.

**5. Schedule of Installation.** The schedule and timing of all installations and improvements at the Property must be carefully coordinated with Licensor and the Project Manager so that there will occur no disruption to operations or normal business at the Property. Licensee agrees to clear its construction schedule with Licensor prior to conducting work, and agrees to comply with all scheduling mandates issued by Licensor or Project Manager from time to time.

**6. Punchlist.** After Licensee has completed Licensee's installation of Licensee's Site Equipment, Licensee shall provide notice thereof to Licensor and the Project Manager. Licensor or the Project Manager shall inspect Licensee's installation within ten (10) business days after its receipt of such notice and either (a) approve Licensee's installation or (b) provide Licensee with a written "punch list" setting forth those items which are not in compliance with the Approved Plans. Licensee shall have a reasonable time, but not longer than twenty (20) days (subject to a day-for-day extension for delays caused by Force Majeure events), to remedy such items contained on the "punch list" provided that Licensee's provision of Telecommunications Services may continue as Licensee complies with the "punch list" provided that Licensor in its reasonable judgment does not believe an Emergency Situation exists due to Licensee's installation.

**7. Mechanic's Liens.** Licensee will not file or permit any mechanic's or other lien to be placed upon the Property or any other portion of the Property, or upon the property of any other tenant, licensee or occupant of the Property, whether by Licensee, Licensee's Affiliates or their respective contractors, and nothing in this Agreement shall be deemed or construed in any way as constituting the consent or request of Licensor, express or implied, by inference or otherwise, to any person for the performance of any labor or the furnishing of any materials to the Antenna Site or the Licensed Premises, or any part thereof, nor as giving Licensee or any of its agents, employees, representatives or contractors any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials, that would give rise to any mechanic's or other liens whatsoever. In the event any such lien is attached to the Property, or upon the property of any other tenant, licensee or occupant in the Property, which is not canceled and discharged of record within five (5) days after Licensor gives Licensee notice of such lien, then, in addition to any other right or remedy of Licensor, Licensor may, but shall not be obligated to,

arrange for a bond or otherwise discharge the same, at Licensee's expense. Any amount paid by Licensor for any of the aforesaid purposes shall be paid by Licensee to Licensor on demand as additional License Fees, plus interest at the Delinquency Rate until paid by Licensee to Licensor. The provisions of this Exhibit F shall survive the termination of the Agreement.

**8. Restoration.** Licensee shall, at its sole cost and expense, repair or refinish any surface of the Property that is damaged by or during the installation, maintenance, repair, operation or removal of Licensee's Site Equipment and caused by Licensee or any of its agents, representatives, employees, contractors, subcontractors or invitees. If Licensee fails to repair or refinish any such damage, Licensor may, in its sole discretion, repair or refinish such damage and Licensee shall reimburse Licensor for all costs and expenses incurred in such repair or refinishing.

**B. No Interference with Property Operations.**

**1. No Interference with Building Systems.** All installation and other work to be performed by Licensee hereunder will be done in such a manner so as not to unreasonably interfere with, delay, or impose any additional expense upon Licensor in maintaining or operating the Property. In no event will any installation or other work by Licensee physically affect any part of the Property outside the Licensed Premises or, in Licensor's judgment, affect proper functioning of any mechanical, electrical, sanitary or other systems of the Property. Licensee shall take all measures reasonably necessary to ensure that Licensee's Site Equipment does not interfere with or disturb the operation of any other equipment or business of Licensor or of any other tenant, licensee, invitee or occupant of the Property. Except to the extent that Licensee obtains Licensor's prior written approval to conduct any installation activities during Normal Business Hours, Licensee shall cause Licensee's Site Equipment to be installed, maintained, repaired, upgraded and otherwise worked on outside of Normal Business Hours. Licensee agrees that installation and construction shall be performed in a neat, responsible, and workmanlike manner, using generally accepted construction standards, consistent with such reasonable requirements as shall be imposed by Licensor or the Project Manager. The operation of Site Equipment shall not materially interfere with the maintenance or operation of the Property, including but not limited to the roof, MATV, CATV or other video systems, HVAC systems, electronically controlled elevator systems, computers, telephone systems, or any other system serving the Property and/or its occupants.

**2. No Obstruction.** Licensee shall not during construction or otherwise, block access to or in any way obstruct, interfere with or hinder the use of the Property's common areas, sidewalks or any entrance ways thereto (except to the extent necessary to complete Licensee's obligations hereunder, provided Licensee uses its best efforts to minimize any such obstruction or interference). If such blockage, obstruction or interference occurs, Licensee shall take corrective action as promptly as feasible following notice by Licensor of such conditions. If Licensee fails to take such corrective action as promptly as feasible, Licensor may take such action on behalf of Licensee, which action may include moving the equipment of Licensee or its employees or agents and all costs incurred by Licensor in connection therewith shall be promptly paid by Licensee to Licensor. Licensee's installation shall not in any way interfere with the use of the Property by Licensor, any invitees, tenants, licensees, or other occupants of the Property.

**C. Interference.**

**1. No Interference with Existing Site Equipment.** The installation and operation of all Site Equipment shall comply with all Laws, including FCC licenses, and the technical parameters specified by the applicable manufacturer. All Site Equipment, regardless of whether installed at the Commencement Date or later during the Term, shall not interfere with the operation of any Communication Equipment operating at the Property before the date the applicable Site Equipment begins operations (collectively, "**Existing Site Equipment**") provided the installation and operation of such Existing Site Equipment complies with all Laws, including FCC licenses, and the technical parameters specified by its manufacturer. Additionally, no modification to Site Equipment shall interfere with the operations of Existing Site Equipment installed by Licensor or a Future Licensee and operational before the applicable modification, provided the affected Existing Site Equipment complies with all Laws, including FCC licenses, and the technical parameters specified by its manufacturer. Licensee shall eliminate all interference that violates this Subparagraph within forty-eight (48) hours after notice thereof is given to Licensee. If Licensee fails to timely eliminate the applicable interference, Licensee shall suspend operation of the interference causing Site

Equipment and/or other activity until the applicable interference is eliminated; however, Licensee may operate such Site Equipment to perform intermittent tests to determine whether the applicable interference has been eliminated. Licensee shall perform interference mitigation and elimination measures at no cost to Licensor. If Licensee fails to timely eliminate the applicable interference, Licensor, or a Future Licensee as provided below, shall be entitled to preliminary and permanent injunctions mandating that Licensee take such actions, or refrain from taking actions, as necessary to eliminate the applicable interference. Licensor and Licensee respectively acknowledge that each Future Licensee, its permitted successors and assigns (either specifically by name or as members of a class), are intended third-party beneficiaries of this Subparagraph entitled to enforce this Subparagraph in their own respective names. If any or all Future Licensees undertake enforcement of this Subparagraph in their own respective name(s), Licensee hereby irrevocably waives any responsibility or liability of any Licensor Party in connection with such enforcement or attempted enforcement, provided Licensor does not actively participate in such enforcement or attempted enforcement.

**2. Submission of Plans.** Before permitting any Future Licensee to install any Site Equipment at the Property after the Commencement Date, Licensor shall require the applicable Future Licensee to submit plans and specifications for its Site Equipment to Licensee. Licensee agrees to promptly review any plans submitted and to use commercially reasonable efforts to resolve any potential interference issues to the mutual satisfaction of Licensor, Licensee and the affected Future Licensee, provided such Future Licensee's proposed site equipment is installed and operated in compliance with all Laws, including FCC licenses, and the technical parameters specified by its manufacturer and deliver written objections to such proposed installation to Licensor and the applicable Licensee within ten (10) business days after such plans are submitted to Licensee. Licensee shall be deemed to have irrevocably waived any objection to such installation if Licensee fails to timely submit its objection as required above.

**3. Interference by Future Licensees.** Each Future License Agreement shall contain terms prohibiting the applicable Future Licensee from installing, operating or modifying any Site Equipment at the Property that materially interferes with or materially impairs the operation of any of Licensee's Existing Site Equipment then currently installed and operating in compliance with this Agreement. Each Future License Agreement shall expressly provide that Licensee, its permitted successors and assigns (either specifically by name or as members of a class) are intended third-party beneficiaries of such prohibition entitled to enforce such prohibition in their own respective names. Each Future License Agreement shall also provide that if the applicable Future Licensee fails to timely eliminate interference in violation of the foregoing prohibition, Licensee shall be entitled to preliminary and permanent injunctions mandating that the applicable Future Licensee take such actions, or refrain from taking actions, as necessary to eliminate the applicable interference. If the applicable Future License Agreement contains the foregoing terms, Licensor shall have no duty to Licensee to enforce such terms against the applicable Future Licensee or ensure that Future Licensee and their respective Site Equipment installations and operations do not interfere with the operations of the Site Equipment. Any such enforcement of the foregoing terms in Future License Agreements shall be the responsibility of Licensee in its own name and shall be made at no cost to Licensor; Licensor shall owe no duty to Licensee to undertake such enforcement. Licensee irrevocably waives any duty of Licensor to enforce the terms of any Future License Agreement and Licensee agrees to indemnify and hold the Licensor Parties harmless against all and any Claims asserted against any Licensor Party arising out of or connected with enforcement, or attempted enforcement, of the terms of a Future License Agreement by Licensee. Further, in no event shall Licensor have any obligation to become involved in any determination or investigation regarding the cause of any interference with Site Equipment alleged to be caused by the Site Equipment of Future Licensee(s). In no event shall Licensor have any liability or responsibility for any interference with the operation of the Site Equipment caused by any Future Licensee and Licensee irrevocably waives the same. The waivers and indemnity duties of Licensee identified in this Subparagraph shall survive the expiration or earlier termination of this Agreement.

**4. Unresolved Interference.** If despite commercially reasonable efforts to resolve any potential interference issues, such issues remain unresolved, Licensee's sole and exclusive remedy against Licensor hereunder shall be to either (a) relocate the applicable Site Equipment to such other space in or on the Property as is identified by Licensor, to the extent that Licensor has determined, in Licensor's commercially reasonable judgment, that adequate relocation space is available, or (b) terminate this Agreement, with neither party having a claim against the other as a result of such termination.

**D. Shielding and Camouflage of Site Equipment.**

It is essential that none of the Site Equipment be visible from outside the Licensed Premises or visible to the invitees of the Property at any time. Accordingly, Licensor shall require as part of its design criteria and as a condition to approving License Plans that the Site Equipment be effectively shielded and camouflaged, consistent in each case with the design and appearance of the Building and/or other portions of the Licensed Premises. With respect to any method of shielding or camouflage which is selected, it shall be Licensee's obligation to install, maintain and replace the selected materials, enclosures or shielding, as appropriate, throughout the Term of the Agreement and at Licensee's sole cost and expense. This may require repainting or resurfacing from time to time, or such other work or methods as may be necessary to maintain the desired appearance of the Site Equipment from outside the Licensed Premises. It is further acknowledged that Licensee shall be required, upon request by Licensor, to install new stealth or camouflage methods or enclosures designed to be more compatible with the Building or property design, as it may evolve or be modified from time to time.

## EXHIBIT G

### RULES AND REGULATIONS

Licensee shall comply with all Licensor rules and policies as may be promulgated and amended regarding the construction, maintenance and operation of the Site Equipment and Telecommunications Services.

#### **Access Procedures**

Licensee must follow the procedures outlined below to arrange for access to Cell Sites during and after business hours. No work shall be commenced without proceeding under the requirements of these access procedures. Licensor will make every effort to comply with such access requests in a timely manner. Due to coordination efforts among Licensor's departments, it may take 48 hours to arrange for access; however, Licensor will make its best effort to provide access as quickly as possible.

- I. Normal Business Hours Access for Maintenance, Upgrade, Modification, and Non-Emergencies**
  - A. Licensee shall submit a Request for Access form (RFA) to UCLA via email to CellSiteAccess@it.ucla.edu or by fax to 310.206.8460. .
  - B. UCLA shall acknowledge the request for access within 24 hrs.
  - C. UCLA shall coordinate access as close to the requested date and time as possible.
  - D. UCLA shall confirm a scheduled access time and instructions to Licensee within 48 hours from request acknowledgment.
  - E. UCLA shall meet Licensee at a designated common area and will oversee and confirm the maintenance activity per approved RFA.
  
- II. Normal Business Hours Access For Emergencies**
  - A. Licensee will contact UCLA/IT Services Repair at 310.206.0000. The Originator will state the purpose and nature of the access request.
  - B. UCLA will return the Originator's call by acknowledging the request for access within 1 hour.
  - C. Upon coordinating access with the appropriate department(s), UCLA will confirm a scheduled access time and provide instructions to Licensee within 4 hours from request acknowledgment.
  - D. UCLA will meet Licensee at a designated common area and will oversee and confirm the maintenance activity per approved RFA.
  
- III. After Normal Business Hours Access For Emergencies**
  - A. Licensee will contact UCLA/IT Services Repair at 310.206.0000. The Originator will state the purpose and nature of the access request.
  - B. UCLA will return the Originator's call by acknowledging the request for access within 1 hour.
  - C. Upon coordinating access with the appropriate department(s), UCLA will confirm a scheduled access time and instructions to Licensee within 4 hours from request acknowledgment.
  - D. UCLA will meet Licensee at designated common area and will oversee and confirm the maintenance activity per approved RFA.
  - E. After Normal Business Hours Fee Structure – From 5:01 PM to 6:59 AM Monday through Friday, the regular after hours access fee is \$50.00 per hour. Saturdays, Sundays, and University Holidays, a premium after hours access fee for on call and travel is \$75.00 per hour with a 4 hour minimum charge of \$300.00. However, if appropriate crews are available on site, Licensee will be charged at the regular after hours fee.

## EXHIBIT H

### SITE TECHNICAL STANDARDS

#### **1.1 Apparatus and Equipment Locations**

Furnish and install apparatus and equipment in a manner and in locations which keep openings and passageways clear. Make changes in locations of equipment and materials which may be necessary to accomplish these purposes as approved by University's Representative.

#### **1.2 Anchors and Fasteners**

- A. For concrete, except as listed below, use two-piece expansion anchors or drilled-in fasteners as shown. Concrete nails are not permitted.
- B. The use of low velocity powder -activated tools is permitted only for the conditions described below. The use of medium and high velocity powder -activated fasteners as defined by ANSI A10.3 is prohibited.
  - 1. Permitted Utilization of Low Velocity Powder-Actuated Fasteners:
    - a. Anchoring metal track for interior non-load bearing walls. Note: Door frames shall be fastened with two-piece expansion anchors.
    - b. Fastening of furring strips to concrete walls.
    - c. Temporary fastening and concrete forming.
    - d. Installation of incidental straps and wires used to suspend the following:
      - 1) Metal duct work of 25 pounds per linear foot or less;
      - 2) Piping of 1" diameter or less;
      - 3) Electrical conduit of 2" diameter or less.
    - e. Fastening of plaster accessories, flashing and similar items with negligible loading.
  - 2. Requirements for Low Velocity Powder Actuated Fasteners.
    - a. Minimum shank: .143 inch diameter; minimum penetration: 1.25 inches for 3000 psi concrete; minimum rated tensile strength: 310 lbs; minimum rated shear strength: 420 lbs. Contractor shall submit calculations to substantiate selection.
    - b. Weight suspended from each connection shall not exceed 200 lbs.
  - 3. Procedures for use of low velocity powder actuated tools:
    - a. The use of low velocity powder actuated tools shall comply with Federal OSHA safety requirements and California Code of Regulations Title 24, including the requirement that the operator of the tool be trained and certified.
    - b. Conform to SMACNA low velocity shotpin installation requirements.

#### **1.3 Surrounding Site Condition Survey**

Prior to commencing the Work, Contractor and University's Representative shall tour the Project site together to examine and record damage to existing adjacent buildings and improvements. This record shall serve as a basis for determination of subsequent damage due to Contractor's operations and shall be signed by all parties making the tour. Any cracks, sags, or damage to the adjacent buildings and improvements not noted in the original survey, but subsequently discovered, shall be reported to University's Representative.

#### **1.4 Contractor's Use of the Project Site**

Contractor's use of the Project site for the Work and storage is restricted to the areas as approved by University's Representative.

#### **1.5 Use of Public Thoroughfares and University Roads**

- A. Contractor shall make its own investigation of the condition of available public thoroughfares and University roads, and of the clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress at the Project site.
- B. Where materials are transported in the prosecution of the Work, do not load vehicles beyond the capacity recommended by manufacturer of the vehicles or prescribed by any applicable state or local law or regulation.

- C. Use only established roads on the campus.
- D. Provide protection against damage whenever it is necessary to cross existing sidewalks, curbs, and gutters in entering upon the University roads. Repair and make good at the expense of Contractor all damages thereto, including damage to existing utilities and paving, arising from the operations under the Contract.
- E. Truck staging is not allowed on campus or on any residential street surrounding the campus.

**1.6 Watchman's Services**

- A. During all hours that Work is not being prosecuted, furnish such watchman's services as Contractor may consider necessary to safeguard materials and equipment in storage on the Project site, including Work in place or in process of fabrication, against theft, acts of malicious mischief, vandalism, and other losses or damages.
- B. University will not be liable for any loss or damage.

**1.7 Rubber-Tired Equipment**

Where carts, hand trucks, wheelbarrows, and similar wheeled conveyances are used on or in any portions of any structure, equip with pneumatic tires.

**1.8 Site Decorum**

Contractor shall control the conduct of its employees so as to prevent unwanted interaction initiated by Contractor's employees with UCLA students, UCLA staff, or other individuals (except those associated with the Project), adjacent to the Project site. Unwanted interaction by Contractor employees would include whistling at or initiating conversations with passersby. In the event that any Contractor employee initiates such unwanted interaction, or utilizes profanity, Contractor shall, either upon request of University's Representative or on its own initiative, replace said employee with another of equivalent technical skill, at no additional cost to University. No radios, other than two-way communication type, will be allowed on the Project site. No smoking is allowed in any University Building.

**1.9 Parking**

- A. No vehicle shall be allowed to park on the UCLA campus without displaying the appropriate permit(s). NO PARKING AT ANY TIME IS ALLOWED IN A DESIGNATED FIRE LANE. Violators will be cited and may be towed.
- B. For Parking in Designated Parking Space (i.e. Parking Structure, Open Lot): A valid parking permit is required. Permits may be purchased by the day, week, month or quarter on an as-available basis. Permits may be purchased on a daily basis from any Parking Service Kiosk. For longer term parking, permits must be purchased directly from Parking Service located at 555 Westwood Plaza (Parking Structure Number 8). Permits are valid in the area of assignment only. Violators are subject to citation.
- C. Mobility: Contractors and Subcontractors who are currently engaged in work on more than one project on the Campus and need mobility between project sites, or who need in-and-out privileges during the day from parking structures/lots, shall be required to make those arrangements at the time permits are obtained.
- D. Contractor shall arrange and pay for all parking for itself, its subcontractors, and its employees.

**1.10 Temporary Barricades**

- A. Provide temporary barricades as necessary. Maintain barricades in a clean and neat condition until no longer required and removal is approved or requested.
- B. When Work involves modification to an existing egress corridor, Contractor shall provide temporary barricades as necessary, constructed in a manner that maintains the fire resistive integrity of the affected corridor(s). Construction and placement of the barricades shall be approved by University's Representative.
- C. Temporary facilities, barricades, utilities and other construction of temporary nature shall be removed from the Project site as soon as the progress of the work will permit in the opinion of University's Representative; and the portions of the Project site and building occupied by same shall be reconditioned and restored to original condition.

**1.11 Work Hours**

Unless otherwise approved in advance by University's Representative, the Work of this Project shall be accomplished only during the following hours:

Mondays through Fridays 7:00 a.m. to 6:00 p.m.

Saturdays 8:00 a.m. to 6:00 p.m.

No work shall be performed on Sundays or University holidays unless there is a major equipment outage. A major outae is defined as a communications site failure. There is no radio communications functionality

**1.12 Construction Signage**

- A. All signage shall be approved by University's Representative.
- B. Advertising Signage: The use of Contractor/subcontractor advertising signage is prohibited.

**1.13 Hazardous Materials Procedures**

- A. Except as otherwise specified, in the event Contractor encounters on the Project site material reasonably believed to be asbestos, PCB, or other hazardous materials which have not been rendered harmless, Contractor shall immediately stop Work in the area affected and report the condition to University's Representative in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of University's Representative and Contractor if in fact the material is asbestos, PCB, or other hazardous materials and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos, PCB, or other hazardous materials, or when such materials have been rendered harmless.
- B. Lead Based Paint (LBP): Lead coatings may exist on this Project site, and Work may involve the demolition, removal and disposal of materials coated in LBP. University will disclose all known information about such hazards, including location and quantity of lead in coating materials. If further information is desired, Contractor shall provide sampling and analysis. Where LBP is determined or suspected to exist, Contractor shall comply with all regulations pertaining to its removal, including the Cal-OSHA Lead Construction Standard (CCR Title 8 section 1532.1) and the General Industry Safety Orders hazard communication requirements (CCR Title 8 section 5194). Contractor shall provide all required employee monitoring, personal protective equipment, and engineering controls designed to minimize lead exposures. Contractor is responsible for characterization and disposal of all lead containing waste and debris. University will provide environmental monitoring.
- C. During construction and demolition work, Contractor shall prevent lead dust contamination of surrounding areas. Contractor shall contact University's Office of Environment, Health & Safety regarding all Project elements which may result in significant migration of lead containing materials off the Project site. Currently, the Department of Toxic Substances Control does not generally consider intact painted building materials to be hazardous wastes. Paint separated from its substrate shall be evaluated independently from the building material to determine proper management. Materials or solvents meeting the requirements of a Federal Hazardous Waste as determined by CCR Title 22 shall be disposed of at a location approved in advance by University's Office of Environment, Health & Safety.
- D. Use only water base paints. Adequately ventilate the area to dissipate fumes and ensure odors do not enter patient care areas.
- E. Utilize nuisance dust control measures for dust generated by sanding, scraping or cutting.

**1.14 Construction Schedule:**

Contractor shall submit to University's Representative for review and approval a Detailed Construction Schedule prior to conducting any work on site (reference Exhibit F) .

**1.15 Access to the Work**

University, University's Representative and their representatives shall at all times have access to the Work wherever it is in preparation or progress and Contractor shall provide safe and proper facilities for such access and for inspection.

**1.16 University's Inspectors**

- A. University shall supply personnel who shall observe construction in progress. Inspectors shall have the following responsibilities and limitations on authority:



1. Act under the direction of University's Representative.
  2. Observe installations and work in progress as a basis for determining conformance of the work performed and materials used. Inspector will report any discrepancies observed to University's Representative and Contractor. Only University's Representative has the authority to make approvals or rejections.
- B. Contractor shall request inspection of completed portions of the Work through University's Representative at least 72 hours in advance of the inspection to be performed. Inspection by University inspectors shall not derogate from sole responsibility and liability of Contractor for performance of the Work.

**1.17 Protection of Existing Structures And Utilities**

- A. The Drawings show, if applicable, existing above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, hot water, and other utilities which are known to the University.
- B. Locate all known existing utility installations before proceeding with construction operations which may cause damage to such installations. The existing installations shall be kept in service where shown and damage shall be repaired at Contractor's sole cost and expense.
- C. If any other structures or utilities are encountered, request University's Representative to provide direction on how to proceed with the Work.
- D. If any structure or utility is damaged, take immediate action to ensure the safety of persons and property.

**1.18 Temporary Utilities**

- A. Power for small tools and lighting may be taken from the existing 120 Volt 60 Hz 1-phase convenience receptacles in the building.
- B. Power needs for larger equipment must be identified prior to construction.
- C. There shall be no disturbance to building occupants and functions. Cables and conductors shall not prevent closing of fire labeled doors.
- D. Temporary electric service shall be removed when no longer required. Characteristics of current furnished by University is limited to that existing and available; if current of other characteristics or quantity is required by Contractor, it shall supply the power as necessary at Contractor's sole cost and expense.
- E. At its own expense, Contractor shall repair and make good all damage to existing electrical facilities caused by Contractor's use.
- F. Use of Permanent System: Any part of the permanent electrical system which is used for construction purposes shall be operated in a manner so as to ensure the safety of all personnel and to prevent interference with the orderly progress of the Work.

**1.19 Temporary Fire Protection**

- A. Provide and maintain fire protection equipment including extinguishers, fire hoses, and other equipment as necessary for complete fire protection during the course of the Work.
- B. Use fire protection equipment only for fighting fires.

**1.20 Environmental Mitigation**

- A. Contractor shall employ measures to prevent the creation of dust, air pollution and odors.
- B. The following noise control procedures shall be employed:
  1. Maximum Noise: The Contractor shall use equipment and methods during the course of this work that are least disruptive to adjacent offices or residences.
  2. Scheduling: Noisy operations shall be scheduled so as to minimize their disturbance to occupied adjacent areas and duration at any given location.

**1.21 Clean Up**

- A. Under no circumstances shall rubbish, debris, waste, dust, dirt, or surplus materials be allowed to accumulate in the building, or on the Project site, and all such shall be removed continually as the Work progresses and by the end of each day's Work.
- B. Materials: In occupied building areas, only sufficient materials and flammable or toxic substances

necessary for the Work being performed that day or shift shall be brought into the building and work areas. In no case shall flammable or toxic substances be stored in the building, and these substances shall be immediately removed from the building when not needed and not later than the end of the day's Work.

- C. Splatterings or spills of materials shall be promptly cleaned up at time of occurrence.
- D. Interior surfaces and areas where Work is performed shall be left in vacuum clean condition with all dust, dirt, stains, handmarks, paint spots, plaster droppings, and other blemishes and defects completely removed.
- E. Any deficient cleaning operations, as determined by University's Representative, shall be corrected as at Contractor's expense.

**1.22 Disposal**

- A. Under no circumstances shall debris, rubbish, or waste material be disposed of on University's property by burying or otherwise, and all shall be removed from University's property to a legal disposal area. Contractor shall bear all dumping charges.
- B. Contractor is prohibited from cleaning out buckets, containers, and tools contaminated with paints, plaster, or any other materials in University storm drains.

**EXHIBIT I**

**OTHER FEES AND CHARGES**

Licensee agrees to pay the following one-time and recurring costs:

1. Information Technology Services:

Monthly Recurring T1

2. Capital Programs:

One-Time Plan Check/Construction Review (Peer Review & approval from Campus Engineering & Architect)	\$4,000
One-Time Inspection (Upon completion of construction, Inspector to approve & sign-off)	\$3,000
Annual Review (Aesthetics) (Campus Architect to review each site for to ensure Carriers meet aesthetics guidelines)	\$100

3. Environmental Health and Safety

Annual Review - To test & monitor radiation levels	\$200
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4. Facilities Management

One-time Site Prep*	TBD
Monthly Recurring Utilities Charges	As metered

5. Legal	\$1,700
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One-time Review of Agreement and Revisions

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\*Site Preparation to be completed by Licensor at Factor Health Sciences Building, as follows:

1. Licensor will provide labor and material to establish the electrical requirements in accordance to manufacturer's specifications.

- Supply new ELECTRICAL SERVICE TO BE DETERMINED

**EXCLUSIONS**

1. Grounding electrode installation.
2. Connection between the ground box and the light pole.
3. Cable trays will be provided and installed by Licensee.
4. Point of connection between antenna and equipment cabinets.

**TELECOMMUNICATIONS LICENSE AGREEMENT**

**BETWEEN**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,  
a California public corporation**

**as Licensor**

**AND**

**as Licensee**

**Site:**

***Contract No.*** \_\_\_\_\_

**UCLA Main Campus**

**December, 2016**

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