



# AGENDA

## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

### BOARD OF DIRECTORS MEETING

Thursday, November 6, 2014 • 9:00 a.m.  
Grace E. Simons Lodge

1025 Elysian Park Drive, Los Angeles, CA 90012

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

#### **AGENDA POSTED: October 31, 2014**

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

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#### **Members:**

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

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#### **Officers:**

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



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

**I. CALL TO ORDER**

**II. ANNOUNCE QUORUM – Roll Call**

**III. APPROVAL OF MINUTES (1-3)**

1. September 17, 2014 – Special Meeting Minutes.
2. October 2, 2014 – Regular Meeting Minutes.
3. October 2, 2014 – Special Meeting Minutes.

**IV. CONSENT CALENDAR – (None)**

**V. REPORTS (4–7)**

4. Finance Committee Report – No Report
5. Director’s Report – Pat Mallon
6. Project Manager’s Report – Pat Mallon  
Attachment: Item 6
7. Grant Status Report – Pat Mallon

**VI. DISCUSSION ITEMS (8-9)**

8. Status of Site Access Agreements with Member Agencies
9. Funding Plan True-Up

**VII. ADMINISTRATIVE MATTERS (10–11)**

**10. APPROVE SITE ACCESS AGREEMENTS WITH THE COUNTY OF LOS ANGELES AND THE CITIES OF ARCADIA, AZUSA CLAREMONT, COVINA, MONTEREY PARK, AND VERNON**

It is recommended that your Board:

- a. Find that the approval and execution of the Site Access Agreements by the LA-RICS Authority does not result in any change to the PSBN project, or to the circumstances under which the project is being undertaken, and that the determination that these activities are exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project, remains unchanged; and
- b. Authorize the Executive Director to finalize and execute, substantially similar in form to those attached, one or more Site Access Agreements with the County of Los Angeles and the Cities of Arcadia, Azusa, Claremont, Covina, Monterey Park and Vernon. These Site Access Agreements are for the Long Term Evolution



(LTE) broadband communication sites within its respective jurisdictions or under its control.

Attachments: Item 10

**11. APPROVE AMENDMENT NO. NINE FOR AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM-LAND MOBILE RADIO SYSTEM; APPROVE AMENDING THE FISCAL YEAR 2014-2015 OPERATING BUDGET TO INCREASE THE GRANT FUNDED EXPENDITURES LINE ITEM TO \$41,726,000**

It is recommended that your Board:

1. Make the following findings:
  - a. Find that authorizing the activities covered by the Unilateral Options for Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), and Phase 4 (LMR System Implementation), and execution of Amendment 9, which would allow design, construction, implementation, operation, and maintenance of LMR System infrastructure at the 26 LMR System Sites currently contemplated in the Design and set forth in the attached Amendment, including all Work included in the Agreement No. LA-RICS 007, as well as any amendments and Notices to Proceed as referenced herein and in the Agreement, are statutorily exempt from review under California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25 for the reasons stated in this letter and as noted in the record of the project.
  - b. Find that any leased circuit work that may occur outside of a LMR System Site, if needed, to provide connectivity to the LMR System site, is categorically exempt under CEQA pursuant to CEQA Guidelines Sections 15301, 15303, and 15304 for the reasons stated in this letter and as noted in the record of the project.
2. Approve Amendment No. 9 to Agreement No. LA-RICS 007 for a Land Mobile Radio System with Motorola Solutions, Inc. ("Motorola") (Attachment A), which revises the Agreement as follows:
  - a. Removal of one (1) LMR System Site and all the Work and equipment associated with this site.
  - b. Include Phase 1 Project Description Work only for 26 potential replacement LMR System Sites.
  - c. For the 26 LMR System Sites currently contemplated in the Design and set forth in the attached Amendment only, 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) increasing the total Contract Sum to \$71,935,671.

- d. Allow for the issuance of one or more Notices to Proceed for: (1) the Work contemplated in Amendment No. 9; (2) Phase 3 (Supply LMR System Components) and Phase 4 (LMR System Implementation) Work to order equipment, install, optimize, test, commission, and deploy LMR System facilities at the 26 LMR System Sites currently contemplated in the Design set forth in the attached Amendment; and (3) for Phase 2 (Site Construction and Site Modification) Work, but only after receipt of the required Federal approvals for the sites for which the Notice to Proceed are being issued, including approvals associated with the National Environmental Policy Act (NEPA) and Section 106 of the National Historic Preservation Act.
3. Amend the Fiscal Year 2014-2015 Operating Budget to increase the Grant Funded Expenditures line item by \$18,264,000, thus increasing the total from \$23,462,000 to \$41,726,00 (Attachment B), to allow the Authority to pay for work contemplated under Recommended Actions 2b, 2c and 2d.
4. Delegate authority to the Executive Director to execute Amendment No. 9, in substantially similar form to the attached Amendment.

Attachments: Item 11

**VIII. MISCELLANEOUS – (None)**

**IX. PUBLIC COMMENTS**

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

**XI. ADJOURNMENT and NEXT MEETING:**

Thursday, December 4, 2014, at 9:00 a.m., at the Grace E. Simons Lodge.



### BOARD MEETING INFORMATION

Members of the public are invited to address the LA-RICS Authority Board on any item on the agenda prior to action by the Board on that specific item. Members of the public may also address the Board on any matter within the subject matter jurisdiction of the Board. The Board will entertain such comments during the Public Comment period. Public Comment will be limited to three (3) minutes per individual for each item addressed, unless there are more than ten (10) comment cards for each item, in which case the Public Comment will be limited to one (1) minute per individual. The aforementioned limitation may be waived by the Board's Chair.

*(NOTE: Pursuant to Government Code Section 54954.3(b) the legislative body of a local agency may adopt reasonable regulations, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker.)*

Members of the public who wish to address the Board are urged to complete a Speaker Card and submit it to the Board Secretary prior to commencement of the public meeting. The cards are available in the meeting room. However, should a member of the public feel the need to address a matter while the meeting is in progress, a card may be submitted to the Board Secretary prior to final consideration of the matter.

It is requested that individuals who require the services of a translator contact the Board Secretary no later than the day preceding the meeting. Whenever possible, a translator will be provided. Sign language interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. (323) 881-8291 or (323) 881-8295

SI REQUIERE SERVICIOS DE TRADUCCION, FAVOR DE NOTIFICAR LA OFICINA CON 72 HORAS POR ANTICIPADO.

The meeting is recorded, and the recording is kept for 30 days.



# Board of Directors MEETING MINUTES

## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

October 2, 2014

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

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### Board Members Present:

**William "Bill" T Fujioka Chair**, CEO, County of Los Angeles  
**Daryl L. Osby**, Fire Chief, County of Los Angeles Fire Department  
**Cathy Chidester**, Director, EMS Agency, County of Los Angeles Department of Health Services  
**Reginald Harrison**, Deputy City Manager, City of Long Beach  
**Mark R. Alexander**, City Manager, City of La Cañada Flintridge, representing the Contract Cities Association

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### Representatives For Board Members Present:

**Patricia "Patty" J. Huber**, representing Miguel Santana, for the City of Los Angeles Chief Administrative Office  
**Graham Everett**, representing James G. Featherstone, for the City of Los Angeles Fire Department  
**Sandy Jo MacArthur**, representing Charles "Charlie" L. Beck, Vice Chair, for the City of Los Angeles Police Department  
**Matias Farfan**, representing Sharon Tso, Chief Legislative Analyst, City of Los Angeles  
**Jose Santome**, representing Steven K. "Steve" Zipperman, for the Los Angeles School Police Department  
**Scott Edson**, representing, John Scott, for the County of Los Angeles Sheriff Department  
**Derek Webster**, representing Kim Raney, Police Chief, City of Covina, representing At Large Seat

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### Officers Present:

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

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### Absent:

**Ron Iizuka**, Police Captain, City of Culver City, representing At Large Seat  
**Vacant**, City of Burbank, representing At Large Seat  
**Vacant**, City of Torrance, representing At Large Seat  
**John Naimo**, Auditor-Controller, County of Los Angeles  
**Joseph Kelly**, Interim Treasurer and Tax Collector, County of Los Angeles



**I. CALL TO ORDER**

**II. ANNOUNCE QUORUM – Roll Call**

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

**III. APPROVAL OF MINUTES – (None)**

**IV. CONSENT CALENDAR – (None)**

**V. REPORTS – (1–4)**

1. Finance Committee Report – No report
2. Director's Report – Pat Mallon
3. Project Manager's Report – Pat Mallon

Executive Director Pat Mallon provided an update on the funding plan. To date, 8 members have officially opted out. They are Palos Verdes Estate, Calabasas, Torrance, Gardena, Pomona, Azusa, Glendale, and Burbank. We were informally notified that the City of El Segundo has approved such action, but we have received no written notice. We have not received communication regarding Cities that may desire to reenter the Authority as members since your Board August 21, 2014 action.

In regards to the status of LTE sites, Motorola and our team are finalizing the system design. At this point, we have executed Site Access Agreements with, LA County for 91 sites, Gardena for 1 Site, and the City of Industry for 1 Site. We obtained approval by your Board and are awaiting Council action with the City of LA for 50 Sites. The Cities of Baldwin Park, El Monte and Diamond Bar are pending approval as well, for a total of 3 Sites. Currently we are pending action with City of Compton for 2 sites, and Santa Fe Springs for 2 sites. A total of 9 LA City Proprietary Sites, LAWA, LADWP, LA Harbor and Corp of Engineers, another 49 Sites are nearing agreement on language for the Site Access Agreements.

30 Sites must be categorized as doubtful. We have not been able to reach agreement on the sites access language and unfortunately we are at a point where we need to make a decision about completing the system design, and probably by the end of this month or at your November meeting, we may need to make a decision to drop those sites.

Chair Fujioka asked for a list of those cities that may be potentially dropped. Executive Director Mallon stated that we can email it out to you, and maybe you can exercise some influence as the decision must be made this month to complete the system design. We simply cannot keep the design open and expect the project to be completed on time.

We are continuing to submit the required packages by site to the State Historical Planning Office (SHPO). To date, we have completed the Form 620 process on 143 sites. Another 15 sites are pending completion of the Form 620 this week. There are 26 sites pending completion of the Form 621, 15 of which are anticipated to be exempt from this process. We have been informed that language for the Programmatic Agreement (PA) between NTIA and SHPO was reached September 17, 2014. The document was sent to the Advisory Council on Historical Preservation and on Friday, September 26, 2014 that they will not participate in the Programmatic Agreement. The last step before issuance of the FONSI is execution of the PA between NTIA and SHPO. No edits to the Environmental Assessment have been requested. A FONSI can then be issued, hopefully within the next few days.



There have been a number of changes to specific sites and their individual requirements. These changes include the dropping of sites, the addition of disguises to monopoles such as pine trees, palm trees, or fire hose drying racks. These changes are included for your consideration as an action item in the Special Meeting Agenda for today. Aside from that consideration, the total LTE contract value remains at \$175,583,275. Amendment 5 to allow Phase IV activities was approved by your Board on September 17, 2014. There has been no change to the term of the Contract.

The LA County Firefighters Union recently sent a message to their membership and to other unions objecting to the siting of cellular installations at fire stations. The objection was based on a resolution from the International Association of Fire Fighters dating back to 2004. That resolution states that the International Association of Fire Fighters (IAFF) is opposed to the use of fire stations for such installations until a study is conducted and shown to not be hazardous to the health of its members. Since that time, a number of studies have been completed by such entities as the American Cancer Society, National Cancer Institute, National Institute of Environmental Health Science, World Health Organization and the Food and Drug Administration. Each has failed to show there is any association between exposure and health problems. We have provided each of the Departments with presentation material demonstrating these results. This situation also provides an OUTSTANDING opportunity to get the LA-RICS message to the rank and file of our Public Safety Professionals. The applications available to support and enhance public safety operations are enumerable. This is an opportunity to get public safety, at the base level, on Board. The LA-RICS staff and our technical consultants are committed to support the outreach effort to all service unions.

Chair Fujioka asked if the employee relations, occupational health and risk management staff could compile information because the letter only provides part of the information in the IAFF report. It doesn't clearly state that it's been documented that there is really no impact, it's a very important issue to the health and safety of our staff and I have asked our folks and we would be happy to work with any of the jurisdictions to compile information that will clearly demonstrate this. It's a serious concern that's been expressed by our rank and file whether it's fire or police and we are going to get our experts and reach out to the association see if they have their experts and we can do something together to address the concern.

Once you start a spark it can become a fire it's not only here it can go across the United States and we want to make sure it's very clear that staff knows we are mindful of the issue and that we are going to protect the health and safety.

Alternate Member Patty Huber requested to receive copies of the information that will be shared with IAFF to the Board.

Chair Fujioka stated that the whole board anyone else who is interested in the occupational health issues(?). I think all of us would never sacrifice the health and safety of any staff's health regardless of occupation and discipline. We are very careful with that. We need to give out information to everybody.

Executive Director Mallon stated that we do have a wealth of information, and will be more than happy to share with your staff.

Chair Fujioka stated that we have to get together and document and make sure through our respected agencies that the information gets out to the rank and file, so people just know its fine.





Executive Director Mallon stated that we also see this as a great opportunity to actually get information out about LA-RICS and the two systems; both the PSPN and LMR system to the rank and file.

In regards to the status LMR, there has been no change to the status of the LMR contract since your last meeting. There has, however, been progress with respect to the LMR project as a whole. As previously reported, we have installed LMR equipment at 3 sites for the 700 MHz system and 5 sites for the T-Band system. These installations are for demonstration of concept purposed for the Hybrid system. We have received full FCC license as well. It will allow users to gain experience with a digitally trunked system. Most users currently operate in an analog mode, so the digital experience will be something new. We have not pursued any Site Access Agreements for the LMR system to date; however, we must begin that process almost immediately so as to minimize any unnecessary delay to the LMR project completion.

In regards to the Environmental Impact Report (EIR), the Jacobs Team is moving forward quickly with assembling the EIR for the LMR project. They are completing the requisite biological and historical site assessments. As reported at your September 17, 2014, meeting, EIR Scoping Meetings were held on September 11<sup>th</sup> and the week of September 15<sup>th</sup>. A report on that effort has been included in today's agenda. We also participated in a conversation with FEMA on Tuesday to clarify the approach to the lead agency and the roles of the respective federal agencies and to speed the NEPA process.

There has been no change to the LMR Contract since my last report. Through Amendment 8, \$39,972,211 has been committed to the project in Phase 1. The Total Maximum Contract Sum, with Amendments 1 through 8 stands at \$ 291,745,674, which includes 15 years of maintenance.

Executive Director Pat Mallon stated, the Jacobs Project Management Report and Motorola Monthly Report are included in your package as Agenda Item #3.

4. Grant Status Report - Pat Mallon

The City of Los Angeles, as Grant Administrator for the UASI grants has received formal notification that the UASI '10, '11, and '12 grant performance periods have been extended. We have met with the City Grant Administration to map out how the funds will be extinguished during the extended grant performance period, which is now through June 2015 for the 2011 and 2012 grant performance periods. Sub-Recipient Agreements for UASI '11 and '12 grant funds is offered for your consideration on your agenda today.

**VI. DISCUSSION ITEM (5)**

5. **Notice of Preparation of a Draft Environmental Impact Report - Outreach Activities**  
(See attached discussion item.)

Nicole Gordon, Environmental Counsel to the LA-RICS Project and Jim Hoyt, Jacobs Environmental Senior Project Manager addressed the Board and provided an update on the LMR EIR scoping efforts that have been made since late August 26, 2014. A Notice of Preparation (NOP) for the EIR along with the circulation of the initial study that process initiated the scoping period for the EIR for the LMR was published twice in the LA Times

There were 5 scoping meetings that were held for the LMR EIR. Those meetings took place the week of September 11, 2014 through September 18, 2014. We held one meeting in each of the



five County Supervisorial Districts ranging from Lancaster, to San Pedro, and from Woodland Hills, out to Diamond Bar.

We had a total of 6 folks to attend the scoping meetings. We did however; distribute the NOP in addition to the LA times, out to approximately 90 individuals and 40 agencies. We received agency input and public input at one of those scoping meetings; we also received comments from 24 individual and or agencies that included about 27 comments and we are going through them now reviewing comments and formulating responses to those comments.

The outreach effort will continue if we have issues or want further information from those folks that have commented to us. We anticipate that there will be an additional public opportunity for comment during the circulation of the draft EIR which that will have a public hearing as well. We are going to continue the dialog with that process.

Environmental Counsel Gordon stated that she welcomes and CEQA related questions.

Alternate Board Member Santome thanked Environmental Counsel Gordon and Senior Project Manager Hoyt for their presentation and commended staff for their work efforts. I want to highlight the fact that there were 3 things that we are currently doing on your outreach effort that are not required. One is the recommendation, which we are following, CEQA recommendation; there are two things you are doing which we are not required to do and you're doing them and your publicity, LA-Time's newspaper. It will be helpful, continue doing that effort. Thank you for your time and your efforts are appreciated.

## **VII. ADMINISTRATIVE MATTERS (6–9)**

### **6. APPROVE SITE ACCESS AGREEMENTS WITH THE CITY OF COMPTON**

It is recommended that your Board:

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

Chair Bill Fujioka asked for a motion to approve, Board Member Mark Alexander motioned first, seconded by Board Member Cathy Chidester. The Board's consensus was unanimous.

Ayes 12: Fujioka, Osby, Chidester, Harrison, Alexander, Huber, Everett, Edson, Santome, MacArthur, Fruwirth and Webster

**MOTION APPROVED**



**7. ACCEPT 2011 & 2012 URBAN AREAS SECURITY INITIATIVE (USAI) FUNDS**

It is recommended that your Board:

- a. Accept \$18,227,386 in grant funds from the Fiscal Year 2011 UASI funds as distributed through the California Office of Emergency Services (CalOES);
- b. Accept \$18,263,579 in grant funds from the Fiscal Year 2012 UASI funds as distributed through the California Office of Emergency Services (CalOES); and
- c. Authorize the Executive Director to execute the 2011 & 2012 UASI Sub-recipient Agreements, substantially similar to the attached from 2010, between the City of Los Angeles and the Authority.

Executive Director Mallon stated that we are working with the City of Los Angeles to put these forward for the Mayor's approval, as we approach the time when we need to start expending the funds. By asking your approval to execute the agreement early we eliminate a delay in being able to reimburse the County for funds that they have advanced to the LA-RICS.

Chair Bill Fujioka asked for a motion to approve, Alternate Board Member Patty Huber motioned first, seconded by Board Member Cathy Chidester. The Board's consensus was unanimous.

Ayes 12: Fujioka, Osby, Chidester, Harrison, Alexander, Huber, Everett, Edson, Santome, MacArthur, Fruwirth and Webster

**MOTION APPROVED**

**8. APPROVE SOLE SOURCE NEGOTIATIONS**

It is recommended that your Board:

Delegate authority to the Executive Director to enter into negotiations for an Agreement with Mr. Ronald Wong to 1) serve as an FCC subject matter expert to the Authority, 2) serve as a liaison between the FCC and the Authority, and 3) assist the Authority with finding suitable radio spectrum, all for a period not to exceed six (6) months.

Chair Bill Fujioka asked for a motion to approve, Alternate Board Member Sandy Jo MacArthur motioned first, seconded by Alternate Board Member Jose Santome. The Board's consensus was unanimous.

Ayes 12: Fujioka, Osby, Chidester, Harrison, Alexander, Huber, Everett, Edson, Santome, MacArthur, Fruwirth and Webster

**MOTION APPROVED**

**9. ELECTIONS FOR AT-LARGE BOARD MEMBERS**

It is recommended that your Board:

Set April 2, 2015 for mail-in-ballot election of the four (4) At-Large Director and four (4) Alternate Director seats. The Board should note that only member agencies of the Authority are eligible to vote for the At-Large Director seats and to hold such seats, and the current Opt-Out period for member agencies following adoption of the Funding Plan does not run until November 24, 2015.



Chair Bill Fujioka asked for a motion to approve, Alternate Board Member Sandy Jo MacArthur motioned first, seconded by Alternate Board Member Jose Santome. The Board's consensus was unanimous.

Ayes 12: Fujioka, Osby, Chidester, Harrison, Alexander, Huber, Everett, Edson, Santome, MacArthur, Fruwirth and Webster

**MOTION APPROVED**

**VIII. MISCELLANEOUS – (None)**

**IX. PUBLIC COMMENTS**

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

**XI. ADJOURNMENT and NEXT MEETING:**

Chair Fujioka asked for a motion to approve adjournment of the meeting. The Board's consensus was unanimous.

The next Board of Director's Meeting is scheduled for Thursday, November 6, 2014, at 9:00 a.m., at the Grace E. Simons Lodge.



Board of Directors  
**SPECIAL**  
**MEETING MINUTES**

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

September 17, 2014  
Los Angeles County Fire Department, Training Room 26  
1320 N. Eastern Avenue, Los Angeles, CA 90063

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**Board Members Present:**

**William “Bill” T Fujioka Chair**, CEO, County of Los Angeles  
**Ron Iizuka**, Police Captain, City of Culver City, representing At Large Seat  
**Mark R. Alexander**, City Manager, City of La Cañada Flintridge, representing the Contract Cities Association  
**Bill Walker**, Fire Chief, City of Alhambra, representing the Los Angeles Area Fire Chiefs Association  
**John Scott, Sheriff**, County of Los Angeles

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**Representatives For Board Members Present:**

**Patricia “Patty” J. Huber**, representing Miguel Santana, for the City of Los Angeles Chief Administrative Office  
**Ronnie Villanueva**, representing Ralph Terrazas, for the City of Los Angeles Fire Department  
**Sandy Jo MacArthur**, representing Charles “Charlie” L. Beck, Vice Chair, for the City of Los Angeles Police Department  
**Matias Farfan**, representing Sharon Tso, Chief Legislative Analyst, City of Los Angeles  
**Chris Bundesen**, representing Daryl L. Osby, for the County of Los Angeles Fire Department  
**Karolyn Fruhwith**, representing Cathy Chidester, EMS Director, DHS, County of Los Angeles  
**Jose Santome**, representing Steven K. “Steve” Zipperman, Police Chief, Los Angeles School Police Department

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**Officers Present:**

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

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**Absent:**

**Reginald “Reggie” Harrison**, Deputy City Manager, City of Long Beach  
**Kim Raney**, Police Chief, City of Covina, representing At Large Seat  
**Scott Pickwith**, Police Chief, City of La Verne, representing the Los Angeles County Police Chiefs Association  
**Vacant**, City of El Segundo, representing At Large Seat  
**Mark J. Saladino**, Treasurer and Tax Collector, County of Los Angeles



**I. CALL TO ORDER**

**II. ANNOUNCE QUORUM – Roll Call**

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

**III. APPROVAL OF MINUTES – (1)**

1. August 7, 2014 Meeting and August 21, 2014 Special Meeting Minutes

**Ayes:** 10 - Fujioka, Iizuka, Walker, Scott, Bundeson, Huber, Santome, Villanueva, Farfan, MacArthur

**MOTION APPROVED.**

**IV. CONSENT CALENDAR – (None)**

**V. REPORTS – (2-5)**

2. Committee Reports

- a. Legislative Committee – No Report
- b. Finance Committee – No Report
- c. Operations Committee – No Report
- d. Technical Committee – No Report

3. Director's Report – Pat Mallon

Executive Director Pat Mallon provided an update on the Funding Plan. An extension to the "Opt Out" date to November 24, 2015 was approved by your Board on August 21, 2014. Notice of that extension was sent to Authority members on September 2, 2014. To date, we have received no communication regarding Cities that may desire to reenter the Authority as members. As of today, 8 Members have officially opted out: Palos Verdes Estates, Calabasas, Torrance, Gardena, Pomona, Azusa, Glendale, and Burbank. We met yesterday with the City of El Segundo and were advised that their City Council had acted to opt out prior to the release of the notice of extension.

In regards to the status of LTE, Motorola and our team are continuing to pursue site assessments. We have scheduled a Closed Session today to discuss real property negotiation requests from two cities regarding access to their sites. As mentioned previously, we are rapidly reaching the point of no return in the execution of remaining Site Access Agreements. Depending on the time required to complete that review, we may have to drop the site. Geotechnical field work has been completed on 47 sites with 4 more scheduled before weeks end.

There has been no change in the NTIA response to our Corrective Action Plan. No formal response has been received. We continue to have weekly status calls with NTIA regarding the Environmental process as well as the general overall LTE project. We are continuing to submit the required packages by site to the State Historical Planning Office (SHPO). To date, we have completed the Form 620 process on 143 sites. Another 8 sites are pending completion of the Form 620 and 3 sites are pending completion of the Form 621. Twenty-three other sites are exempt from this process. We are also awaiting the execution of a Programmatic Agreement between NTIA and SHPO. I met with SHPO on September 2, 2014, as their review of the proposed agreement was delayed. SHPO subsequently delivered their comments to NTIA on



September 9, 2014. NTIA has advised that they returned the draft to SHPO on September 12, 2014, with additional changes. SHPO is in the review process. Once the Programmatic Agreement has been finalized and executed, we will make final edits to the Environmental Assessment and a FONSI can then be issued. The Programmatic Agreement will enable us to submit supplemental sites for consideration by SHPO to meet the Backhaul challenge reported previously.

In regards to the LTE contract value; there has been no change from that reported to you at your last regular meeting. The total LTE contract value remains at \$175,583,275. Amendment 5 to allow issuance of a Notice to Proceed on Phase IV is on your agenda today. There has been no change to the Term of the Contract.

In regards to the LMR project status, Motorola and the Authority are finalizing site considerations for the LMR System. Once staff is comfortable with the new site configuration we will bring the changes to this Board for ratification. There has been a relatively constant exchange of site for site and we do not expect to see significant requirement for additional sites. We have not pursued any Site Access Agreements for the LMR system to date.

The Jacobs Team is moving forward quickly with gathering information for the Environmental Impact Report. They are nearly completed on the requisite biological and historical site analysis. EIR Scoping Meetings began last Thursday with a meeting in Diamond Bar. Four additional meetings are scheduled this week with sessions on Monday in Lancaster, Tuesday in Woodland Hills, tonight (Wednesday) in San Pedro, and tomorrow night (Thursday) in Lynwood.

Executive Director Mallon reported thus far there has been very low attendance at the EIR Scoping Meetings. Alternate Board Member Santome requested follow up information relating to the way the meetings were noticed and any other information that may have been provided to the public regarding the meetings. Chair Fujioka requested that a report back on the process be provided at the next JPA Meeting.

As you may recall, your Board approved Amendment No. 8 at your August meeting allowing the purchase of additional handheld radios using SHSGP funds from '11 and '12 that we were concerned would expire. The good news is that, while we executed the agreement to extinguish the '11 and '12 funds, our requests for an extension were ultimately granted. I say good news because, as we were able to complete the acquisition of 454 radios within the grant performance period. We were able to acquire the unused allocation of other SHSGP funded projects for this purchase to fully cover the purchase price. This saved the LA-RICS SHSGP '11 and '12 allocation for the originally intended purpose and planning. Through Amendment 8, \$39,972,211 has been committed to the project in Phase I. The Total Maximum Contract Sum, with Amendments 1 through 8 stands at \$ 291,745,674.

In regards to the LTE project, we are continuing our out-reach effort with cities, focusing on LTE sites. We are still concerned about lengthy approval processes for some sites and the potential for degradation of coverage if the sites have to be dropped. An action item is on your agenda today for consideration of the Site Access Agreement for City of Los Angeles sites as well as for El Monte and Baldwin Park. There are 50 sites within the City of Los Angeles and one each in Baldwin Park and El Monte.



Executive Director Pat Mallon stated, the Jacobs Project Management Report and Motorola Monthly Report are included in your package as Agenda Item #4.

Grant Status Report-Pat Mallon

We have received word from the UASI grant administrator that the UASI '10, '11, and '12 grant performance periods have been extended. The advisement from the City is that the UASI '10 grant performance period will run consecutively with the expiration date, so no funds will be lost. We are scheduled to meet with the City Grant Administration team tomorrow to fully map out how the funds will be extinguished during the extended grant performance period. A critical issue we are currently working through is that FEMA will play a vital role in making this full expenditure possible as they must approve the NEPA process. As you might imagine, FEMA is not familiar with projects of this nature and with this extent of construction. That lack of familiarity is resulting in some confusion and consequential project delays.

**VI. DISCUSSION ITEM (None)**

**VII. ADMINISTRATIVE MATTERS (6-7)**

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

It is recommended that your Board:

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

With respect to the City of Los Angeles SAA, Director Mallon noted that the Authority requested the term to be in effect until terminated, but the City preferred a shorter set term. Both parties mutually agreed that the 15 year term could be terminated by the Authority at any time or by the City for the Authority's breach. At the expiration of the 15 year term, it could be extended subject to any terms and condition if approved by the City Council and the Authority. Additionally the City is requiring that in the future if they choose to not participate in the Authority, they would have the option after the fifth year to renegotiate the terms and conditions.

And lastly, both parties have agreed, subject to the Board's approval, to essentially make the city whole in the event the Authority ever desires to remove the equipment from the city sites. Specifically at some of the fire stations where we are removing their hose drying rack and installing the LTE tower with a hose drying rack, we would restore that site with a replacement rack if we ever take the hose drying rack away.





Chair Bill Fujioka asked for a motion to approve, Alternate Member Jose Santome motioned first, seconded by Board Member Ronnie Valenzuela. The Board's consensus was unanimous.

**Ayes: 12 –** Fujioka, lizuka, Walker, Scott, Bundeson, Huber, Santome, Villanueva, Farfan, MacArthur, Fruwirth and Alexander

**MOTION APPROVED.**

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

It is recommended that your Board:

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

Executive Director Mallon discussed the LTE project to allowing us to exercise the option going into Phase 4. In order for us to complete the LTE project within the remaining 11 months of grant performance period we need to allow Motorola to begin implementation process so between Phases 1-4 they will complete the training require the equipment do the construction and this will allow them implement the system.

Chair Bill Fujioka asked for a motion to approve, Alternate Member Jose Santome motioned first, seconded by Board Member Ron lizuka. The Board's consensus was unanimous.

**Ayes: 12 –** Fujioka, lizuka, Walker, Scott, Bundeson, Huber, Santome, Villanueva, Farfan, MacArthur, Fruwirth and Alexander

**MOTION APPROVED.**

**VIII. CLOSED SESSION REPORT – (8)**

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

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

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



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

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

Properties: (1) 1815 S. Azusa Ave (Fire Station 4)  
(2) 2650 E. Shadow Oak Dr. (Fire Station 5)

LA-RICS Negotiators: Amy Caves  
Nicole Adimari, Bemis, Inc.

Negotiating Parties: City of West Covina (Chris Freeland)

Under Negotiation: Consideration and Terms

The Board entered Closed Session at 9:40 a.m. and came out of Closed Session at 10:02 a.m. No report was required under the Brown Act.

**IX. CLOSED SESSION REPORT – (None)**

**X. MISCELLANEOUS – (None)**

**XI. PUBLIC COMMENTS – (None)**

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

**XIII. ADJOURNMENT**

Chair Fujioka asked for a motion to approve adjournment of the meeting. The Board's consensus was unanimous.



Board of Directors  
**SPECIAL MEETING MINUTES**

**LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

October 2, 2014

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

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**Board Members Present:**

**William “Bill” T Fujioka Chair**, CEO, County of Los Angeles  
**Daryl L. Osby**, Fire Chief, County of Los Angeles Fire Department  
**Cathy Chidester**, Director, EMS Agency, County of Los Angeles Department of Health Services  
**Reginald Harrison**, Deputy City Manager, City of Long Beach  
**Mark R. Alexander**, City Manager, City of La Cañada Flintridge, representing the Contract Cities Association

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**Representatives For Board Members Present:**

**Patricia “Patty” J. Huber**, representing Miguel Santana, for the City of Los Angeles Chief Administrative Office  
**Graham Everett**, representing James G. Featherstone, for the City of Los Angeles Fire Department  
**Sandy Jo MacArthur**, representing Charles “Charlie” L. Beck, Vice Chair, for the City of Los Angeles Police Department  
**Matias Farfan**, representing Sharon Tso, Chief Legislative Analyst, City of Los Angeles  
**Jose Santome**, representing Steven K. “Steve” Zipperman, for the Los Angeles School Police Department  
**Scott Edson**, representing, John Scott, for the County of Los Angeles Sheriff Department  
**Derek Webster**, representing Kim Raney, Police Chief, City of Covina, representing At Large Seat

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**Officers Present:**

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

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**Absent:**

**Ron Iizuka**, Police Captain, City of Culver City, representing At Large Seat  
**Vacant**, City of Burbank, representing At Large Seat  
**Vacant**, City of Torrance, representing At Large Seat  
**John Naimo**, Auditor-Controller, County of Los Angeles  
**Joseph Kelly**, Interim Treasurer and Tax Collector, County of Los Angeles



**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 (None)
- IV. CONSENT CALENDAR – (None)
- V. REPORTS (None)
- VI. ADMINISTRATIVE MATTERS (1)
  1. **APPROVE AMENDMENT SIX 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:

- a. Approve an increase to the Maximum Contract Sum by \$2,613,300 from \$175,583,275 to \$178,196,575.
- b. Approve Amendment No. 6 to Agreement No. LA-RICS 008 for the PSBN, substantially similar in form to Attachment A, to allow the Authority to remove three (3) PSBN Sites and replace undisguised antenna support structures with disguised antenna support structures at 32 PSBN Sites.
- c. Delegate authority to the Executive Director to execute Amendment No. 6 to Agreement No. LA-RICS 008 for the PSBN, substantially similar in form to Attachment A.

Executive Director Mallon stated as previously reported we have been working with the member cities to make sure that whatever we are installing is the least intrusive and most compactible with the community. This requires that at a number of those sites we would need to install disguised Monopoles, either as hose drying racks at Fire Stations or monopines or monopalms. In one instance we are going from what we originally envisioned to be a 28 foot pole to a 70 foot pole. With each change there is a difference in price. The recommended action is to approve an increase contact value by a sum of \$2,613,300 from \$175,583,275 to \$178,196,575 to facilitate such changes.

Approval of Amendment No. 6 substantially in form to Attachment A will allow the Authority to remove 3 PSBN sites from our approved site list and to replace undisguised antenna support structures with disguised antenna at 32 sites. The action will delegate authority to the Executive Director to execute Amendment No. 6. Of the 3 sites that are being removed; one was a County Fire station that is on leased property. As such, it does not meet the criteria for our CEQA exemption. The other two sites are within the City of LaVerne. The City has communicated that they did not want the LTE system at their sites.

Board Member Alexander asked for an explanation of what the bulk of the increase is for.

Executive Director Mallon stated that the increase is to install disguised poles in lieu of the standard monopoles. For Fire Stations, we have identified a cellular pole coupled with a fire hose drying rack. This device will replace the existing manual hose drying rack.



Board Member Alexander asked about the amount of offset credit to be used for the 3 sites correct. Executive Director Mallon stated yes, the total change is just shy of \$4 million but we can apply \$1.5 million in credit for the 3 sites that we are eliminating. The delta is \$2.6 million. We do anticipate there will be more changes as we go forward. There are a number of sites where we must look to a disguised installation. We also anticipate there will be a number of other sites that are dropped because cities just aren't able to move forward with an agreement or their request for some compensation is outside the policy that the board has adopted. We are keeping close track and we do understand that we cannot go over budget.

Alternate Board Member Patty Huber asked if the approved budget had a contingency amount included. Executive Director Mallon stated that within the contract there is no contingency. However, within the full budget there is room for some contingencies.

Chair Fujioka stated that he recalls that even though we had the budget of contingency and for any material change you would come back to the Board. Executive Director Mallon stated that that is correct.

Alternate Board Member Santome stated that based on a total number of antenna sites, do we have a plan percentage of sites that are going to be disguised? There are obvious reasons for the disguised preference among the property owners. As a project we should look at the overall scheme to determine what the percentage is and do we need to bump it up so we don't keep coming back to the well for these increases.

Executive Director Mallon stated that the base contract value was for standard undisguised poles and any change to a disguised pole will result in a change order. This is the action that we are presenting today. As we go forth and we continue executing the sites access agreements, there will be some sites where the host city has said specifically that they want some form of a disguised pole. When we did accept the bids for the contract there was a specific line item as an alternate option in the pricing. That is the basis for the changes being requested. It's not a new bid; it's the elimination of an existing approved expenditure with the replacement based on a previous quote.

Alternate Board Member Santome stated that makes sense. It will help to know what that percentage is at the total number of proposed site. Executive Director Mallon stated these 32 sites are all county sites. And there were 93 sites that were approved by the county. There are 32 sites that are requiring changes, or about one third.

Board Member Harrison stated that he understands that the PSBN was looking into trying to accommodate the city requests through the disguising of some of these 70 foot monopoles. I'm hoping they can get more creative than that if they're going to be successful. There should be some other technology, because some locations will not support a 70 foot structure of any type. If that is the only option available then we will not have success. I can tell you in the City of Long Beach we won't be able to move forward based on the height restrictions.

Executive Director Mallon stated that we are looking at some roof top installation particularly in the City of Long Beach, such as at your police headquarters. We're looking at going onto an existing antenna structure such as your ECOC. We have also been asked to look at replacing structural hose towers. However, we have found that each installation could cost approximately a million dollars. That is cost prohibited.

We are continuing to look at other options where lower the poles would not result in a loss of coverage. I know there are very tight sights in the City of Long Beach and if we went on the roof mount we clearly can't get to 70 feet. But if we can get to 28 feet it may be a plus. Unfortunately, that also reduces the reach of the system and thus coverage.



We will be working with the cities to try to keep their sites in the network and we want to be good neighbors.

Chair Fujioka stated that it's a case by case. I don't know what other options we have with the disguising. The obvious benefit of putting it on the roof is great and hope the building is at least 60 feet tall and that you have a 10 foot antenna.

Chair Bill Fujioka asked for a motion to approve, Alternate Board Member Sandy Jo MacArthur motioned first, seconded by Alternate Board Member Jose Santome. The Board's consensus was unanimous.

Ayes 10: Fujioka, Osby, Chidester, Harrison, Alexander, Huber, Everett, Edson, Santome and Webster

**MOTION APPROVED**

**VII. MISCELLANEOUS – (None)**

**VIII. PUBLIC COMMENTS**

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

**X. ADJOURNMENT and NEXT MEETING:**

Chair Fujioka announced adjournment of this meeting. Alternate Board Member Sandy Jo MacArthur and Alternate Board Member Patty Huber submitted the motion and second. All Board Members unanimously favored this motion and adjourned. The next Board Meeting will take place on Thursday, November 6, 2014, at 9:00 a.m., at the Grace E. Simons Lodge.

# Los Angeles Regional Interoperable Communications System

## PROJECT DESCRIPTION

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

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

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

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

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

## *Location:*

2525 Corporate Place, Suite 200  
Monterey Park, CA 91754

## *Authority:*

Los Angeles Regional Interoperable  
Communications System

## *Management:*

LA-RICS Project Team

## *Consultant:*

Jacobs Program Management Company

## *Communications Vendor:*

LMR - Motorola Solutions, Inc.  
LTE - Motorola Solutions, Inc.



**Monthly Report No. 31**

**For October, 2014**

**Submitted October 30, 2014**

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## PROGRAM DASHBOARD

| CATEGORY         | RATING | CHANGE    | COMMENTS              |
|------------------|--------|-----------|-----------------------|
| Safety           | ●      | No Change |                       |
| Quality          | ●      | No Change |                       |
| Schedule         | ●      | No Change | Grant funding at risk |
| Cost/Budget      | ●      | No Change |                       |
| Risk             | ●      | No Change |                       |
| Project Staffing | ●      | No Change |                       |

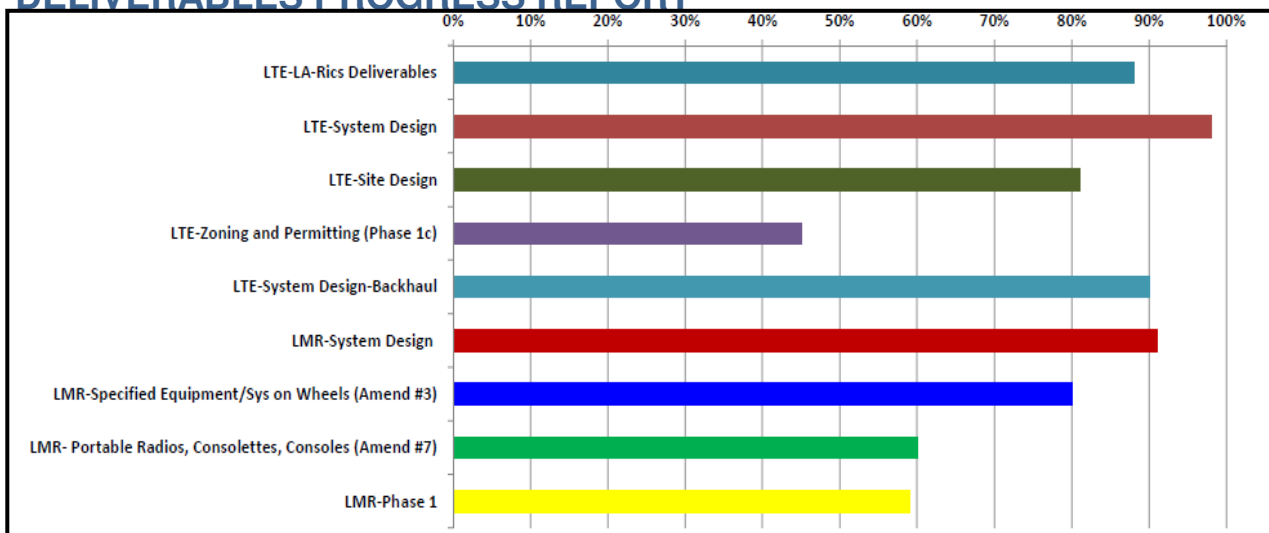
## RISK REGISTER

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

## ACTIVITIES STATUS

| ITEM  | STATUS      | DUE DATE        |
|---|-------------|-----------------|
| LTE LA-RICS DELIVERABLES                              | IN PROGRESS | NOVEMBER, 2014  |
| LTE SYSTEM DESIGN                                     | IN PROGRESS | OCTOBER, 2014   |
| LTE SITE DESIGN                                       | IN PROGRESS | DECEMBER, 2014  |
| LTE ZONING AND PERMITTING (PHASE 1C)                  | IN PROGRESS | JUNE, 2015      |
| LTE SYSTEM DESIGN BACKHAUL                            | IN PROGRESS | SEPTEMBER, 2014 |
| LMR SYSTEM DESIGN                                     | RECEIVED    | NOVEMBER, 2014  |
| LMR SPECIFIED EQUIPMENT/SYS ON WHEELS (AMEN #3)       | IN PROGRESS | JANUARY, 2015   |
| LMR PORTABLE RADIOS, CONSOLETTES, CONSOLES (AMEND #7) | IN PROGRESS | FEBRUARY, 2015  |
| LMR PHASE 1   | IN PROGRESS | AUGUST, 2015    |

## DELIVERABLES PROGRESS REPORT





# LA-RICS MASTER CALENDAR

| November 2014<br>(Proposed) |  |   |  |  |        |          |
|-----------------------------|--|---|--|--|--------|----------|
| Sunday                      | Monday   | Tuesday   | Wednesday                                    | Thursday   | Friday | Saturday |
|                             |  |   |  |  |        | 1        |
| 2                           | <p>3<br/>1300 – Internal LTE System Design Meeting</p> <p>1400 – LTE System Design &amp; Site Meeting w/MSI</p>  | <p>4<br/>0900 – WESM Mtg</p> <p>1000 – LMR Weekly Site &amp; System Design Mtg</p>  | <p>5<br/>0800 – Weekly LTE Backhaul Mtg</p>  | <p>6<br/>0900 JPA Bod Mtg</p> <p>0800 – Site Zoning Mtg</p> <p>1030 – Weekly Pre-Construction Outreach Mtg</p> | 7      | 8        |
| 9                           | <p>10<br/>1300 – Internal LTE System Design Meeting</p> <p>1400 – LTE System Design &amp; Site Meeting w/MSI</p> | <p>11<br/>0900 – WESM Mtg</p> <p>1000 – LMR Weekly Site &amp; System Design Mtg</p> | <p>12<br/>0800 – Weekly LTE Backhaul Mtg</p> | <p>13<br/>0800 – Site Zoning Mtg</p> <p>1030 – Weekly Pre-Construction Outreach Mtg</p>                        | 14     | 15       |
| 16                          | <p>17<br/>1300 – Internal LTE System Design Meeting</p> <p>1400 – LTE System Design &amp; Site Meeting w/MSI</p> | <p>18<br/>0900 – WESM Mtg</p> <p>1000 – LMR Weekly Site &amp; System Design Mtg</p> | <p>19<br/>0800 – Weekly LTE Backhaul Mtg</p> | <p>20<br/>0800 – Site Zoning Mtg</p> <p>1030 – Weekly Pre-Construction Outreach Mtg</p>                        | 21     | 22       |
| 23                          | <p>24<br/>1300 – Internal LTE System Design Meeting</p> <p>1400 – LTE System Design &amp; Site Meeting w/MSI</p> | <p>25<br/>0900 – WESM Mtg</p> <p>1000 – LMR Weekly Site &amp; System Design Mtg</p> | <p>26<br/>0800 – Weekly LTE Backhaul Mtg</p> | <p>27<br/>0800 – Site Zoning Mtg</p> <p>1030 – Weekly Pre-Construction Outreach Mtg</p>                        | 28     | 29       |
| 30                          |  |   |  |  |        |          |

## LTE TECHNOLOGY UPDATES

- Received initial drafts of the following Design Documents:
  - VDC Design Drawings and Power Budget
  - VDC Floor Plan with SMMS Cabinets
  - SMMS Strategy
  - SCE Backhaul Design
- Revised drafts of the following Design Documents Authority under review:
  - LA City Fiber interface
  - LTE System Design Document Package (7 documents)
    - EPC network drawings
    - PSBN design documents
    - RAN dimensioning & paging
  - LTE System Design Document Update Package (8 documents)
    - SMMS device management
    - Test documents
    - Transport TOL
- Ongoing installation activities of the primary LTE Core at FCCF
- Issuance of NTP 9 for SMMS installation at FCCF
- Ongoing IMS activities
  - Workflow development
  - Asset/equipment inventory
  - User equipment training
- Request for Quote released on the following topics
  - Removal of sites from system design
  - Addition of sites to system design
- Vendor RFI responses received for LTE user devices
- Ongoing backhaul design activities incorporating existing Microwave and fiber networks for backhaul inclusion
- Ongoing Weekly LTE System Design and Site Development Meetings
- Ongoing LTE project reports received weekly/monthly
  - Weekly Status Report
  - Monthly Status Reports
  - Integrated Master Schedule (IMS)

## LMR TECHNOLOGY UPDATES

- LMR/LTE Shared Site Activities
  - Finalized review of all shared sites
  - Finalized locations of all shared sites
- Ongoing Weekly LMR System Design and Site Development Meetings
- Review of Design Review Document Package:
  - System Management and Monitoring Subsystem
  - DTVRS
  - ACVRS
  - LARTCS
  - NMDN
  - Console Design
  - Logging Recorder
  - Cutover Plan
  - Backhaul
  - DTVRS CATP
  - Preliminary Intermodulation and Interference Study
- Request for Quote released on the following topics:
  - Removal of sites from the System
  - Addition of sites to be included in the System
  - United States Forest Service inclusion services
- Ongoing LMR project reports received weekly/monthly:
  - Weekly Status Report
  - Monthly Status Report
  - Integrated Master Schedule (IMS)
  - Site Analysis and Inclusion of USFS Sites

## LTE SITES/CIVIL DELIVERABLES

- Provided weekly report/spreadsheet to NTIA
- Review of Motorola IMS, provided status
- Reviewed site sketches, route to stakeholders, consolidated comments, and resolved issues for transmittal to Motorola
- Release of site for 1A surveys
- Coordinated and/or attend 1A surveys
- Reviewed Geotechnical Investigation Logistic Plans
- Coordinated and attend geotechnical investigations
- Provided sample Exhibit A to support City of Los Angeles SAA activities
- Provided exhibits A & B to CEO RED for acquisition of Site Access Agreements
- Coordination for qualified Abatement Industrial Hygienist visits to sites
- Supported Back-haul studies
- Commenced development of Back-haul site Project Descriptions
- Commenced development of supplemental EA project descriptions
- Continued outreach to independent cities not fully committed to LA-RICS
- Provided oversight for VDC Load Study, equipment location
- Provided oversight for FCCF equipment install, and energize equipment
- Developed and produced RFQs, support change order negotiations
- Continued outreach with Independent cities, specifically those not committed to LA-RICS
- Met with USACE to strategize development of EA for LAFD088
- Reviewed and provided substantive comment to MSI regarding environmental compliance monitoring and reporting. Jacobs' Project Biologists began regular meetings with MSI environmental team.
- Continued development of FCC 620 forms for SHPO submission. Negotiated approach with SHPO regarding definition of the direct Area of Potential Effect to minimize impact to project schedule. Reviewed SHPO/NTIA Programmatic Agreement for LTE
- Reviewed and provided comment to Final EA
- Reviewed FONSI and Special Award Conditions received from NTIA

## LMR SITES/CIVIL DELIVERABLES

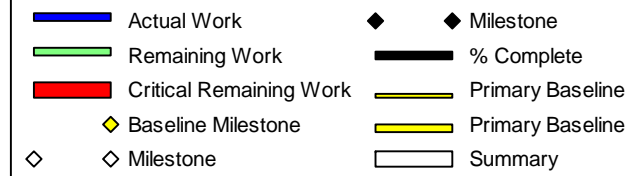
- Reviewed Motorola's IMS, provided status
- Reviewed proposed polygons for inclusion into EIR
- Coordinated with US Forest Service
- Supported outreach with information/spreadsheet materials
- Prepared for LMR Scoping Meetings
- Provided oversight @VDC load study
- Provided oversight @FCCF load study
- Provided site information for EIR
- Provided oversight for VDC equipment location
- Develop and produce RFQs
- Submitted Notice of Preparation and Initial Study for the LMR project
- Published notice for public scoping in Los Angeles Times
- Finalized preparations for scoping, including scoping meetings
- Conducted 5 scoping meetings for LMR CEQA compliance
- Continued field work for biological resources for 35 sites
- Prepared for initiating cultural resources field work
- Continued field work for biological resources at 14 sites
- Initiated cultural resources field work and surveyed 14 sites
- Identified and evaluated 43 sites for CEQA statutory exemption
- Initiated preparation of Construction Management Requirements
- Attended teleconferences with LA City Mayor's Office Staff and FEMA and FCC personnel to discuss cultural resource requirements.
- Started draft consultation letters for FEMA and FCC to submit to SHPO

| Activity ID   | Activity Name  | Remaining Duration | Start       | Finish    | Total Float | % Complete | 2013   |    |    |    | 2014 |    |    |    | 2015 |    |    |    | 2016 |    |    |    | 2017 |    |    |    | 2018 |    |    |    | 2019 |    |    |    |
|---|--|--------------------|-------------|-----------|-------------|------------|--|----|----|----|------|----|----|----|------|----|----|----|------|----|----|----|------|----|----|----|------|----|----|----|------|----|----|----|
|   |  |                    |             |           |             |            | Q2   | Q3 | Q4 | Q1 | Q2   | Q3 | Q4 | Q1 | Q2   | Q3 | Q4 | Q1 | Q2   | Q3 | Q4 | Q1 | Q2   | Q3 | Q4 | Q1 | Q2   | Q3 | Q4 | Q1 | Q2   | Q3 | Q4 | Q1 |
| <b>LA-RICS MSI LMR Integrated Master Schedule (IMS) Replan</b>  |  |                    |             |           |             |            | 28.Nov.18, LA-RICS MS  |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| <b>Phase 1 - LMR System Design</b>                              |  |                    |             |           |             |            | 03.Aug.15, Phase 1 - LMR System Design                                     |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| LMR_389   | Authority LMR Project start / Contract Signed                  | 0                  | 28.Aug.13 A |           |             | 100%       | Authority LMR Project start / Contract Signed                              |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| LMR_390   | Notice to Proceed Phase 1                                      | 0                  | 09.Sep.13 A |           |             | 100%       | Notice to Proceed Phase 1  |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Project Management Plan   |  |                    |             |           |             |            | 23.Dec.13 A, Project Management Plan                                       |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| LA-RICS Deliverables  |  |                    |             |           |             |            | 28.Jan.15, LA-RICS Deliverables  |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| LA-RICS Provides Access to Core Sites                           |  |                    |             |           |             |            | 18.Mar.14 A, LA-RICS Provides Access to Core Sites                         |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Early Shipment  |  |                    |             |           |             |            | 05.Dec.14, Early Shipment  |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Amendment 3 - Specified Equipment Shipment and System on Wheels |  |                    |             |           |             |            | 07.Jan.15, Amendment 3 - Specified Equipment Shipment and System on Wheels |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Amendment 4 - Station B Equipment                               |  |                    |             |           |             |            | 21.Jan.15, Amendment 4 - Station B Equipment                               |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Integration of SOW and STB                                      |  |                    |             |           |             |            | 09.Jun.14 A, Integration of SOW and STB                                    |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Amendment 5 - VDC Core 2 Deployment                             |  |                    |             |           |             |            | 06.May.14 A, Amendment 5 - VDC Core 2 Deployment                           |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Amendment 7 - Portable Radio Equipment, Consolettes, & Consoles |  |                    |             |           |             |            | 10.Feb.15, Amendment 7 - Portable Radio Equipment, Consolettes, & Consoles |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Amendment 8 - Portable Radios and Radio Accessories             |  |                    |             |           |             |            | 22.Sep.14 A, Amendment 8 - Portable Radios and Radio Accessories           |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Project Description Preparation                                 |  |                    |             |           |             |            | 06.Dec.13 A, Project Description Preparation                               |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Environmental Review  |  |                    |             |           |             |            | 26.Jun.15, Environmental Review  |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Design Review   |  |                    |             |           |             |            | 03.Aug.15, Design Review   |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| <b>Phase 1a - Licensing Process</b>                             |  |                    |             |           |             |            | 01.Jul.15, Phase 1a - Licensing Process                                    |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| LMR_1548  | FCC Licensing Processing                                       | 0                  | 01.Jul.15   | 01.Jul.15 | 298         | 0%         | 01.Jul.15, FCC Licensing Processing  |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| LMR_1549  | B.1.6 FCC License and Application Forms - FCC Licenses Granted | 0                  |             | 01.Jul.15 | 299         | 0%         | 01.Jul.15, B.1.6 FCC License and Application Forms - FCC Licenses Granted  |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| LMR_1547  | License Preparation  | 0                  | 01.Jul.15*  | 01.Jul.15 | 298         | 0%         | 01.Jul.15, License Preparation   |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| <b>Phase 1b - Submit Required Permits &amp; Approvals</b>       |  |                    |             |           |             |            | 08.Oct.15, Phase 1b - Submit Required Permits & Approvals                  |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Zoning Permit   |  |                    |             |           |             |            | 22.Sep.15, Zoning Permit   |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Building Permits  |  |                    |             |           |             |            | 08.Oct.15, Building Permits  |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Receive Permit Approvals  |  |                    |             |           |             |            | 08.Oct.15, Receive Permit Approvals  |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| <b>Phase 2 - Site Construction and Site Modification</b>        |  |                    |             |           |             |            | 15.Sep.16, Phase 2 - Site Construction and Site Modification               |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| <b>Phase 3 - Supply LMR System Components</b>                   |  |                    |             |           |             |            | 02.May.16, Phase 3 - Supply LMR System Components                          |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| LMR_6425  | B.1.6 FCC Licensing  | 1                  | 01.Jul.15   | 01.Jul.15 | 298         | 0%         | 01.Jul.15, B.1.6 FCC Licensing   |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| LMR_3893  | Notice to Proceed Phase 3                                      | 0                  |             | 03.Aug.15 | -176        | 0%         | 03.Aug.15, Notice to Proceed Phase 3                                       |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| LMR_6800  | B.3.9 System Management and Monitoring Subsystem               | 1                  | 28.Dec.15   | 28.Dec.15 | 566         | 0%         | 28.Dec.15, B.3.9 System Management and Monitoring Subsystem                |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Manufacturing / Staging / Site Development and Test             |  |                    |             |           |             |            | 02.May.16, Manufacturing / Staging / Site Development and Test             |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| <b>Phase 4 - LMR System Implementation</b>                      |  |                    |             |           |             |            | 28.Nov.18, Phase 4 - LM  |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| LMR_6805  | B.4.1.1.1.7 System Management and Monitoring Subsystem         | 0                  |             | 28.Dec.15 | 566         | 0%         | 28.Dec.15, B.4.1.1.1.7 System Management and Monitoring Subsystem          |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| LMR_3921  | Notice to Proceed Phase 4                                      | 0                  |             | 15.Jan.16 | -150        | 0%         | 15.Jan.16, Notice to Proceed Phase 4                                       |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| RF Emission Safety Report                                       |  |                    |             |           |             |            | 08.May.15, RF Emission Safety Report                                       |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Implementation & Testing  |  |                    |             |           |             |            | 22.Nov.17, Implementation & Testing  |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| Warranty - 12 months  |  |                    |             |           |             |            | 28.Nov.18, Warranty - 1  |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |
| <b>Phase 5 - LMR System Maintenance</b>                         |  |                    |             |           |             |            | 28.Nov.18, Phase 5 - LM  |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |



# LA RICS LTE (PSBN) SUMMARY SCHEDULE

18.Oct.14  
LA RICS PSBN-v2-5



| Activity ID   | Activity Name                               | Remaining Duration | Start       | Finish      | Total Float | % Complete | 2014  |    |    | 2015 |    |    |    | 2016 |    |
|---|---|--------------------|-------------|-------------|-------------|------------|---|----|----|------|----|----|----|------|----|
|   |   |                    |             |             |             |            | Q2  | Q3 | Q4 | Q1   | Q2 | Q3 | Q4 | Q1   | Q2 |
| <b>LA-RICS Public Safety Broadband Network (PSBN)</b>                   |   |                    |             |             |             |            | 06.Mar.14 A, LA-RICS Public Safety Broadband Network                    |    |    |      |    |    |    |      |    |
| <b>LA-RICS PSBN Project</b>   |   |                    |             |             |             |            | 06.Mar.14 A, LA-RICS PSBN Project                                       |    |    |      |    |    |    |      |    |
| LTE_1000  | LA-RICS LTE Project start / Contract Signed | 0                  | 06.Mar.14 A |             |             | 100%       | ◆ LA-RICS LTE Project start / Contract Signed                           |    |    |      |    |    |    |      |    |
| <b>Phase 1 - System Design</b>  |   |                    |             |             |             |            | 06.Mar.14 A, Phase 1 - System Design                                    |    |    |      |    |    |    |      |    |
| LTE_1010  | Notice to Proceed # 1                       | 0                  | 10.Mar.14 A |             |             | 100%       | ◆ Notice to Proceed # 1   |    |    |      |    |    |    |      |    |
| LTE_54780   | 1.1 : Project Kickoff Meeting               | 0                  | 12.Mar.14 A | 12.Mar.14 A |             | 100%       | 12.Mar.14 A, 1.1 : Project Kickoff Meeting                              |    |    |      |    |    |    |      |    |
| <b>LA-RICS Deliverables</b>   |   |                    |             |             |             |            | 06.Mar.14 A, LA-RICS Deliverables                                       |    |    |      |    |    |    |      |    |
| <b>Project Management Plan</b>  |   |                    |             |             |             |            | 10.Mar.14 A, Project Management Plan                                    |    |    |      |    |    |    |      |    |
| <b>System Design</b>  |   |                    |             |             |             |            | 07.Mar.14 A, System Design  |    |    |      |    |    |    |      |    |
| <b>RF Emission Report</b>   |   |                    |             |             |             |            | 24.Mar.14 A, RF Emission Report   |    |    |      |    |    |    |      |    |
| <b>Project Description Review</b>                                       |   |                    |             |             |             |            | 07.Mar.14 A, Project Description Review                                 |    |    |      |    |    |    |      |    |
| <b>Site Design Activities</b>   |   |                    |             |             |             |            | 10.Mar.14 A, Site Design Activities                                     |    |    |      |    |    |    |      |    |
| <b>System Design Activities</b>   |   |                    |             |             |             |            | 10.Mar.14 A, System Design Activities                                   |    |    |      |    |    |    |      |    |
| <b>System Design Review</b>   |   |                    |             |             |             |            | 20.Mar.14 A, System Design Review                                       |    |    |      |    |    |    |      |    |
| <b>Phase 1a - Acceptance Test Plan Development</b>                      |   |                    |             |             |             |            | 06.Oct.14 A, Phase 1a - Acceptance Test Plan Development                |    |    |      |    |    |    |      |    |
| <b>Phase 1b - Frequency Licensing</b>                                   |   |                    |             |             |             |            | 20.Oct.14, Phase 1b - Frequency Licensing                               |    |    |      |    |    |    |      |    |
| <b>Phase 1c - Zoning and Permitting</b>                                 |   |                    |             |             |             |            | 24.Mar.14 A, Phase 1c - Zoning and Permitting                           |    |    |      |    |    |    |      |    |
| <b>Los Angeles County</b>   |   |                    |             |             |             |            | 24.Mar.14 A, Los Angeles County   |    |    |      |    |    |    |      |    |
| <b>Los Angeles County Fire Dept</b>                                     |   |                    |             |             |             |            | 24.Mar.14 A, Los Angeles County Fire Dept                               |    |    |      |    |    |    |      |    |
| <b>Los Angeles Sheriff Dept</b>   |   |                    |             |             |             |            | 24.Mar.14 A, Los Angeles Sheriff Dept                                   |    |    |      |    |    |    |      |    |
| <b>Los Angeles County Other</b>   |   |                    |             |             |             |            | 24.Mar.14 A, Los Angeles County Other                                   |    |    |      |    |    |    |      |    |
| <b>Los Angeles City</b>   |   |                    |             |             |             |            | 24.Mar.14 A, Los Angeles City   |    |    |      |    |    |    |      |    |
| <b>Los Angeles City Fire Dept</b>                                       |   |                    |             |             |             |            | 24.Mar.14 A, Los Angeles City Fire Dept                                 |    |    |      |    |    |    |      |    |
| <b>Los Angeles Police Dept</b>  |   |                    |             |             |             |            | 24.Mar.14 A, Los Angeles Police Dept                                    |    |    |      |    |    |    |      |    |
| <b>Los Angeles City Other</b>   |   |                    |             |             |             |            | 24.Mar.14 A, Los Angeles City Other                                     |    |    |      |    |    |    |      |    |
| <b>Independent Cities</b>   |   |                    |             |             |             |            | 24.Mar.14 A, Independent Cities   |    |    |      |    |    |    |      |    |
| <b>Phase 1d - Order Processing</b>                                      |   |                    |             |             |             |            | 20.Jun.14 A, Phase 1d - Order Processing                                |    |    |      |    |    |    |      |    |
| <b>Phase 2 - Site Construction and Site Modification</b>                |   |                    |             |             |             |            | 20.Jun.14 A, Phase 2 - Site Construction and Site Modification          |    |    |      |    |    |    |      |    |
| <b>Phase 3 - Supply PSBN Components</b>                                 |   |                    |             |             |             |            | 20.Jun.14 A, Phase 3 - Supply PSBN Components                           |    |    |      |    |    |    |      |    |
| <b>Phase 4 - System Implementation</b>                                  |   |                    |             |             |             |            | 08.Sep.14 A, Phase 4 - System Implementation                            |    |    |      |    |    |    |      |    |
| LTE_54275   | Notice to Proceed # 4                       | 0                  |             | 28.Oct.14   |             | 0%         | ◆ Notice to Proceed # 4   |    |    |      |    |    |    |      |    |
| <b>LTE EPC (Core) Install &amp; Configuration - FCCF</b>                |   |                    |             |             |             |            | 08.Sep.14 A, LTE EPC (Core) Install & Configuration - FCCF              |    |    |      |    |    |    |      |    |
| <b>Network Operations Center (NOC) Installation &amp; Configuration</b> |   |                    |             |             |             |            | 29.Oct.14, Network Operations Center (NOC) Installation & Configuration |    |    |      |    |    |    |      |    |
| <b>Special Operations Test (SOT) Staging</b>                            |   |                    |             |             |             |            | 14.Jan.15, Special Operations Test (SOT) Staging                        |    |    |      |    |    |    |      |    |
| <b>Implementation</b>   |   |                    |             |             |             |            | 11.Dec.14, Implementation   |    |    |      |    |    |    |      |    |
| <b>System Test</b>  |   |                    |             |             |             |            | 30.Mar.15, System Test  |    |    |      |    |    |    |      |    |
| <b>Training</b>   |   |                    |             |             |             |            | 26.May.15, Training   |    |    |      |    |    |    |      |    |



# LA RICS LTE (PSBN) SUMMARY SCHEDULE

18.Oct.14  
LA RICS PSBN-v2-5

- Actual Work
- Remaining Work
- Critical Remaining Work
- ◆ Baseline Milestone
- ◇ Milestone
- ◆ Milestone
- % Complete
- Primary Baseline
- Primary Baseline
- Summary

| Activity ID | Activity Name                             | Remaining Duration | Start     | Finish    | Total Float | % Complete | 2014 |    |    | 2015 |    |    |    | 2016 |    |   |
|-------------|---|--------------------|-----------|-----------|-------------|------------|------|----|----|------|----|----|----|------|----|---|
|             |   |                    |           |           |             |            | Q2   | Q3 | Q4 | Q1   | Q2 | Q3 | Q4 | Q1   | Q2 |   |
|             | <b>Overall Project Closeout</b>           | 6                  | 07.Aug.15 | 14.Aug.15 | 0           | 0%         |      |    |    |      |    |    |    |      |    | 07.Aug.15, Overall Project Closeout           |
|             | <b>Phase 5 - Warranty and Maintenance</b> | 0                  | 13.Aug.15 | 13.Aug.15 | 1           | 0%         |      |    |    |      |    |    |    |      |    | 13.Aug.15, Phase 5 - Warranty and Maintenance |



## **Monthly Report #14**

**Reporting Period: 09/15/14 thru 10/17/14**

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

**Motorola Solutions, Inc.**



***MOTOROLA SOLUTIONS***

## Table of Contents

|  |   |
|--|---|
| 1. Executive Summary .....                                       | 3 |
| 2. Project Status .....  | 4 |
| 2.1 Tasks In Progress or Completed .....                         | 4 |
| 2.2 Tasks Planned for Next Period (10/20/14 thru 11/14/14) ..... | 5 |
| 2.3 Authority Look-Ahead Tasks (120-Day) .....                   | 5 |
| 3. Project Risk Register .....                                   | 6 |
| 4. Areas of Concern .....  | 6 |
| 5. Disputes and Claims .....                                     | 7 |
| 6. Financial Status .....  | 7 |
| 7. LA-RICS Master Schedule .....                                 | 7 |



## 1. Executive Summary

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

The LA-RICS LMR program is currently in Phase 1 LMR System Design. Notice-To-Proceed for 1 through 8 have been issued authorizing work for system Design services, the design and implementation of the initial deployment of the LMR system elements termed "Early Equipment", "Specified Equipment and System on Wheels", and "Station B Equipment", "Frequency Licensing", "UPS System", and "Portable Radios, Consolettes and Consoles", and "Portable Radio Equipment".

The FCC granted the licenses for the UHF (T-Band) frequencies for use on the Early Equipment shipment. The UHF frequency license for the control stations was granted by the FCC on 9/24/14.

LA-RICS issued Amendment 8 and Notice To Proceed 8 on 8/28/14 to procure 454 APX portable radios and associated accessories. The portable radio equipment was delivered and inventoried by the end of September.

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

The Authority has issued three Request for Quotations (RFQ). The three RFQs consist of:  
RFQ 1 – Sites to be removed from the original design.  
RFQ2 – Replacement sites for the sites removed in RFQ1 and project Descriptions for alternative sites  
RFQ3 – USFS site improvements and equipment.






This month's report for the LA-RICS LMR program covers the reporting period from **9/15/14** through **10/17/14**. As of this reporting period Phase 1 is 59% complete. Associated Phase 1 tasks include A&E, Frequency Coordination (begins after final site confirmation), Site Access Agreements and Environmental Review which are currently in progress. These tasks are driven outside of the RF system design tasks. Once the site access agreements and the EIR process are complete, there will be a true up of the actual final site configuration for the LMR system. The primary Phase 1 activities for this period include:

- **LMR System Design (91% Complete)**  
The LMR System Design is a compilation of documents that will define the architecture, functionality and performance of all of the subsystems that make up the LMR system. It includes all aspects of the system including performance criteria, reliability levels and testing procedures. System Design activities for this period included frequency identification and planning, evaluation of site parameter changes, development of subsystem architecture, and submittal of revised drafts sections of subsystem functional operations. A final set of site parameters have been selected to complete the coverage design process. A two day design review meeting was held with the Authority to present the material delivered. The percent complete went from 96% last reporting to 91% complete this period. This is attributed to the

Authorities continued review of the submitted design documents and coverage maps which was scheduled to be completed on 9/26/14. The revised scheduled completion date for the LMR System Design is 11/21/14 which contributed to the change in percent complete. This change does not impact the overall project schedule.

- **Test Plan Development (100% Complete)**  
Acceptance Test Plans are a part of the LMR System Design deliverable. The test plans outline the test criteria and procedures that will be conducted during the implementation phase. The test plans are designed to demonstration system functionality and system requirements. The test plans were delivered along with the LMR System Design documents. As part of the LMR System Design review process the Test Plans will be updated upon receipt of the comments from the Authority.
- **LA-RICS Deliverables - Authority Site Access Agreements**  
Authority’s efforts to develop and execute the applicable site access agreements for the required sites in the LMR design. This task also includes access to the sites that will host the system’s core switching network. Even though no agreements have been executed the Authority has made continued progress with the Member Agencies to finalize Site Access Agreements. This activity is primarily being driven by the Authority’s Outreach Program. With the change of this activity from a task to a milestone it is no longer measuring progress and therefore we only show 0% or 100% complete for each Site Agreement.

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

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

## 2. Project Status

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

### 2.1 Tasks In Progress or Completed

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

| Activity Name                                  | Activity Status |
|--|-----------------|
| <b>LA-RICS Deliverables</b>                    |                 |
| Lease Negotiations & Site Access Use Agreement | In Process      |

| Activity Name  | Activity Status |
|--|-----------------|
| NEPA FONSI / CEQA Notice of Determination                                      | In Process      |
| <b>Early Equipment</b>   |                 |
| Issuance of UHF licenses for Control Stations                                  | Completed       |
| <b>Design Review</b>   |                 |
| Authority Reviews, and Provides Comments on the LMR System Design Package      | Started         |
| <b>Amendment 8</b>   |                 |
| Manufacture & Deliver Portable Radio Equipment and Accessories (Amend & NTP 8) | Completed       |

## 2.2 Tasks Planned for Next Period (10/20/14 thru 11/14/14)

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

| Activity Name   | Planned Status    |
|---|-------------------|
| <b>LA-RICS Deliverables</b>   |                   |
| Lease Negotiations & Site Access Use Agreement                            | On Going          |
| Access to Core Sites  | On Going          |
| NEPA FONSI / CEQA Notice of Determination                                 | On Going          |
| <b>Environmental Review &amp; Documentation (Authority)</b>               |                   |
| Environmental Consultant Initiates CEQA & EHP/NEPA Analysis               | On Going          |
| Prepare Preliminary Draft EHP/NEPA Form                                   | On Going          |
| Prepare EIR   | On Going          |
| <b>Design Review</b>  |                   |
| Authority Reviews, and Provides Comments on the LMR System Design Package | On Plan to Finish |
| Motorola Updates with Authority Comments and Resubmits                    | On Plan to Finish |

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

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

| Activity Name   | Start       |
|---|-------------|
| <b>LA-RICS Deliverables</b>   |             |
| Lease Negotiations & Site Access Use Agreement  | 09-Sep-13 A |
| LA-RICS Provides Access to Core Sites   | 18-Sep-13 A |
| NEPA FONSI / CEQA Notice of Determination   | On Going    |
| <b>Environmental Review &amp; Documentation (Authority)</b>                                     |             |
| CEQA Exemption Applicability & Eligibility Screening & Assessment                               | On Going    |
| Environmental Consultant Performs CEQA Environmental Review & Prepares Draft CEQA Determination | On Going    |
| Lead Agency CEQA Determination  | On Going    |
| Consult Federal Agency and Prepare Draft NEPA Document  | On Going    |
| Prepare NEPA Document   | On Going    |
| Submit Final EHP & NEPA Document  | On Going    |
| Federal Lead Agency NEPA Determination  | On Going    |

| Activity Name  | Start             |
|--|-------------------|
| <b>Design Review</b>   |                   |
| Review and approve design review documents                                 | On Plan to Finish |
| Authority Reviews, Approves and Provides Comments on the LMR System Design | On Plan to Finish |
| Submit for LA-RICS Review & Approval + Sign Building App (Initial Sites)   | 13-Feb-15         |
| <b>Phase 1b Submit Required Permits and Approvals</b>                      |                   |
| See Environmental Review & Documentation tasks above                       | On Going          |

### 3. Project Risk Register

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

### 4. Areas of Concern

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

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

|  |  |
|--|--|
|  | impact analysis to pull in project activities to improve revised project plan. |
|--|--|

## 5. Disputes and Claims

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

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

## 6. Financial Status

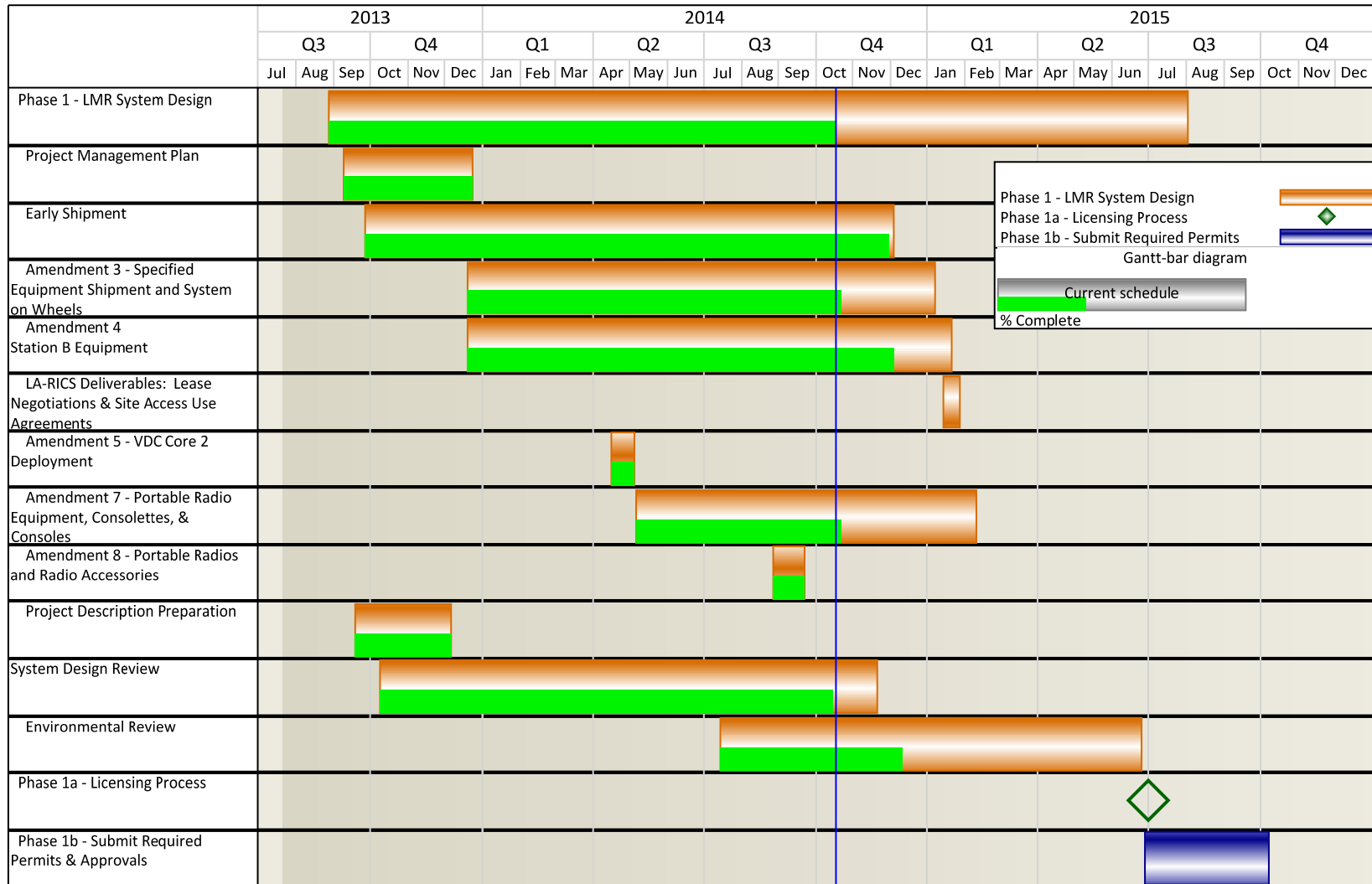
The following represents the invoice payments that were completed during the reporting period and the remaining amount to be invoiced and paid.

| Invoice Payment Category                     | Invoice Payment Totals |
|--|------------------------|
| Contract Sum Full Payable Amount (Phase 1)   | \$ 39,972,211          |
| Cumulative Invoice Payments from Last Report | \$ 34,832,452          |
| Total Invoice Payments This Period           | \$ 0                   |
| Remaining Amount to be Paid                  | \$ 5,139,759           |

## 7. LA-RICS Master Schedule

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

# Phase 1 - LMR Executive Summary



Snapshot Date: 10/18/2014

LA-RICS LMR MSI



## **Monthly Report - #08**

**Reporting Period: 09/15/14 thru 10/17/14**

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

**Motorola Solutions, Inc.**



***MOTOROLA SOLUTIONS***

## Table of Contents

|   |    |
|---|----|
| 1. Executive Summary .....                                      | 3  |
| 2. Project Status .....   | 7  |
| 2.1 Tasks In-Progress and Completed .....                       | 7  |
| 2.2 Tasks Planned for Next Period (10/19/14 thru 11/21/14)..... | 8  |
| 2.3 Authority Look-Ahead Tasks (120-Day) .....                  | 9  |
| 3. Project Risk Register .....                                  | 10 |
| 4. Areas of Concern .....                                       | 10 |
| 5. Disputes and Claims .....                                    | 11 |
| 6. Financial Status .....                                       | 11 |
| 7. LA-RICS PSBN Project Schedule.....                           | 11 |



## 1. Executive Summary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

An NTP for the installation of the System Management Monitoring Servers (SMMS) at FCCF is expected during the next reporting period.

This report covers the period of time from **09/15/14** through **10/17/14**. The overall project completion date remains at 8/14/15. However, scope modifications will be required to maintain this completion

date. Day for day reductions to the schedules back-end tasks will be necessary to offset the delays in receiving Site Access Agreements, SHPO approvals, NTIA Finding of No Significant Impact (FONSI), and Zoning Exemptions. Schedule reduction tasks that will be impacted include: Special Operations Test, Stress Test, Staging, Wide Area Tuning, KPI Testing, ATPs, Training, and Coverage Testing. Some of these tasks may be eliminated while other tests may be reduced in scope. The schedule provided during this reporting period includes adjustments to many of these task durations.

## **PHASE 1**

Phase 1 consists of LA-RICS Deliverables, Project Management Plans, and System Design and is 81% complete as of this period.

The primary Phase 1 activities for this period include:

- **LA-RICS Deliverables (88% Complete)**  
Tasks that are currently in process with the Authority: City of Los Angeles Site Access Agreement, Independent cities ROE, SHPO site approvals, NEPA FONSI clearance, Independent Site Access Agreements, Site Selection, Tower Selection, and Tower Locations.

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

- **Site Design Activities (80% Complete)**  
Activities for this task include site walks, site surveys, and geotechnical/geological site surveying authorization. As of this reporting period 250 sites have been walked to identify potential equipment locations. The total number of site walks will exceed the original 232 site list due to several site changes. 7 sites were added for microwave design feasibility and are now part of the overall site count. Sketches of each site have been created to identify primary and alternate locations for the placement of towers, cabinets, and generators. 249 sketches have been delivered to the Authority for review and a total of 212 sketches have been approved. Upon completion of a site sketch approval, a site survey is conducted. 195 sites have been surveyed as of this reporting period. 26 sites are on hold for design work pending outreach. 16 sites have been removed. 16 sites are at new locations and will start the design process from the beginning. To date 92 sites in total have Authority requested changes to the antenna support structure. 15 additional sites have antenna support structures that are TBD.
- **Site access approvals and or Right of Entry agreements are required to perform site walks and site surveys for the remaining sites consisting of Independent Cities' facilities and specified County properties that require parcel owner agreements. State Historical Preservation Office (SHPO) approval is required prior to conducting any geotechnical/geological site surveying work. The geotechnical survey is required to develop a tower foundation design prior to obtaining a building permit.**
- **System Design Activities (98% Complete)**  
Core system design is 100% complete. The Inventory Management Subsystem Design is on a separate development track which is 100% complete as of this period. The backhaul system remains at 90% complete due to continued fluctuations in site selection and finalization.
- **System Design Review (96% Complete)**  
System Design Review consists of the submittal and presentation of the detailed design and the

incorporation of Authority edits. The primary system detail design was submitted and the official design review was completed. 100% completion of System Design Review cannot be completed until the Authority has provided final approval to all Sites and Towers. This has been delayed by the extension of the opt-in period and multiple tower changes requested as a result of agency outreach.

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

- Zoning and Permitting (Phase 1c) (45% Complete)  
Activities for this task include the FAA Determination findings, Geotechnical/Geological site surveying reports, Construction Drawings, Zoning package submittals and Building Permit package submittals. As of this reporting period 220 sites have been reviewed and determined by the FAA with the original site coordinates and no obstruction, 1 site is determined as an Obstruction, 9 sites are still work in progress, and 1 site is terminated. 34 sites have been re-determined with the updated 1A survey coordinates. 60 geotechnical/geological surveys and reports have been started with 135 remaining. 29 sites do not require the survey due to the use of an existing structure. 22 Construction Drawings have been submitted to the Building Permit jurisdictions of City of LA and LA County.

**PHASE 2**

The primary Phase 2 effort for this period included procurement initiation activities for an additional 40 sites of monopoles and generators. Activity for this period also included design and material order changes associated with NTP 8 to change specified sites from a standard antenna support structure (70' monopoles) to a disguised antenna support structure.





**PHASE 3**



The primary Phase 3 effort for this period included procurement initiation activities for an additional 40 sites (75 Total) of telecommunication equipment (eNodeB).

**PHASE 4**

The primary Phase 4 effort for this period included the installation of the Primary Core at FCCF.

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

| PSBN Project Dashboard |   |   |  |
|------------------------|---|---|--|
| Category               | Rating  | Change  | Comments   |
| Schedule               |  |  | Tight schedule to meet BTOP grant program deadline<br>FONSI / SHPO and City SAA are past due by several months |
| Quality                |  |   | No quality items to report   |
| Risk                   |  |   | Finale Site Selection and Tower Types are delaying Design Completion   |

|        |   |                                   |
|--------|---|-----------------------------------|
| Scope  |  | Disguised towers and site changes |
| Budget |  | Currently within budget           |

## 2. Project Status

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

### 2.1 Tasks In-Progress and Completed

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

| Activity Name  | Activity Status |
|--|-----------------|
| <b>LA-RICS Deliverables</b>  |                 |
| Site Access Agreements & Right of Entry Permits                                    | In Progress     |
| Provide Access and Escort Schedule to EPC and RAN Sites                            | In Progress     |
| SHPO Submittal and Approvals   | In Progress     |
| Zoning and Permitting Outreach   | In Progress     |
| <b>System Design Activities</b>  |                 |
| Site Network Design Update With Comments   | In Progress     |
| Backhaul Design  | In Progress     |
| EPC Design Update With Comments  | Complete        |
| Network Management System Design Update With Comments                              | In Progress     |
| Inventory Management Requirements Evaluation                                       | Complete        |
| Develop Asset & Inventory Management Hierarchy                                     | In Progress     |
| Create EPC Installation Plan   | Complete        |
| <b>System Design Document Update with Comments</b>                                 | Complete        |
| <b>Project Description Review</b>  | In Progress     |
| <b>Site Design Activities</b>  |                 |
| Site Walk  | In Progress     |
| Site Sketch Development  | In Progress     |
| Site Sketch Approvals  | In Progress     |
| Site Surveys (1A)  | In Progress     |
| Line of Site Survey  | Complete        |
| <b>Zoning &amp; Permitting</b>   |                 |
| FAA Determination  | In Progress     |
| Geotechnical Surveys   | In Progress     |
| Construction Drawings  | In Progress     |
| <b>Site Construction &amp; Site Modification (Phase 2)</b>                         |                 |
| Manufacturing Civil Equipment for 35 Sites (Monopoles, Generators, Misc Materials) | In Progress     |
| Ordering Civil Equipment for 40 Sites (Monopoles, Generators, Misc Materials)      | In Progress     |

| Activity Name                           | Activity Status |
|---|-----------------|
| <b>Supply PSBN Components (Phase 3)</b> |                 |
| Primary EPC and 35 Site Equipment       | In Progress     |
| Order Second Batch of 40 Sites          | In Progress     |
| <b>System Implementation (Phase 4)</b>  |                 |
| LTE EPC Install & Configuration         | In Progress     |

## 2.2 Tasks Planned for Next Period (10/19/14 thru 11/21/14)

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

| Activity Name  | Planned Status     |
|--|--------------------|
| <b>LA-RICS Deliverables</b>  |                    |
| Provide Access to Sites  | In Progress        |
| Right of Entry Agreements  | In Progress        |
| Authority Approvals for Surveys and Geotechnical Studies                           | In Progress        |
| Site Access Agreements   | In Progress        |
| SHPO Submittal and Approvals   | In Progress        |
| Zoning and Permitting Outreach   | In Progress        |
| <b>System Design Activities</b>  |                    |
| Incorporate Authority Comments   | In Progress        |
| <b>System Design Review &amp; Approval</b>   | In Progress        |
| <b>Project Description Review</b>  | In Progress        |
| <b>Site Design Activities</b>  |                    |
| Site Walk  | In Progress        |
| Site Sketch Development  | In Progress        |
| Site Sketch Approvals  | In Progress        |
| Site Surveys (1A)  | In Progress        |
| Zoning Package Development and Review  | In Progress        |
| <b>Zoning and Permitting</b>   |                    |
| FAA Determination  | In Progress        |
| Geotechnical Survey Reports  | In Progress        |
| Zoning Package Submittal and Approval  | In Progress        |
| <b>Site Construction and Site Modification (Phase 2)</b>                           |                    |
| Manufacturing Civil Equipment for 35 Sites (Monopoles, Generators, Misc Materials) | On Plant to Finish |
| Manufacturing Civil Equipment for 40 Sites (Monopoles, Generators, Misc Materials) | In Progress        |
| Site Modification – 35 Telecommunications Sites                                    | Start              |
| Site Modification – 40 Telecommunications Sites                                    | Start              |
| NTP for Additional Telecommunications Sites  | Start              |
| <b>Supply PSBN Components (Phase 3)</b>  |                    |
| Equipment for First Batch of 35 Sites  | In Progress        |
| Equipment for Second Batch of 40 Sites   | Start              |
| NTP for Additional Telecommunications Sites  | Start              |

| Activity Name                          | Planned Status |
|--|----------------|
| <b>System Implementation (Phase 4)</b> |                |
| LTE EPC Install & Configuration        | In Progress    |
| First Batch of 35 Sites                | Start          |

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

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

| Activity Name  | Start    |
|--|----------|
| <b>LA-RICS Deliverables</b>  |          |
| Provide Access to Sites  | On Going |
| Right of Entry Agreements  | On Going |
| SHPO Submittal and Approval  | On Going |
| Receive FONSI Approval   | 10/26/14 |
| Site Access Agreements   | On Going |
| <b>System Design Activities</b>  |          |
| Review Submitted Changes to System Design                              | On going |
| <b>Acceptance Test Plan</b>  |          |
| ATP Review and Approvals   | On going |
| <b>Site Design Activities</b>  |          |
| Site Walk Escorts  | On Going |
| Site Sketch Approvals  | On Going |
| Authority Approvals for Site Surveys and Geotechnical Studies          | On Going |
| Disguised Tower Determination  | On Going |
| Zoning Package Review and Approval                                     | On Going |
| <b>Zoning and Permitting</b>   |          |
| Zoning Package Submittal and Approval                                  | On Going |
| Construction Package Review and Approval                               | On Going |
| Building Permit Submittal and Approval                                 | On Going |
| <b>Site Construction and Site Modification (Phase 2)</b>               |          |
| Notice to Proceed Civil Construction Services (NEPA Approvals by Site) | Start    |
| Site Inspections   | Start    |
| <b>Supply PSBN Components (Phase 3)</b>                                |          |
| Inventory PSBN Components  | Start    |
| <b>System Implementation (Phase 4)</b>                                 |          |
| EPC & Network Management Installation Testing                          | Start    |

### 3. Project Risk Register

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

| Title   | Assigned | Impact | Risk Description  | Status     |
|---|----------|--------|---|------------|
| Equipment Order NTPs                          | LA-RICS  | High   | Equipment delivery times are now exceeding the construction schedule  | In Process |
| Construction NTPs                             | LA-RICS  | High   | Schedule is being impacted not having an NTP to begin construction  | In Process |
| Permit Submittals                             | Motorola | Medium | Schedule compression caused by site delays will eventually result in a large surge to the permitting backlog. | In Process |
| Independent City Participation & Site Changes | LA-RICS  | High   | Site location changes are delaying the backhaul design completion   | In Process |

### 4. Areas of Concern

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

| ID    | Event / Circumstance                        | Remedial Action Taken or Required  |
|-------|---|--|
| 03-01 | SHPO  | Currently, there are only 41 sites with SHPO clearance. Action required by SHPO.   |
| 06-01 | Fiber Connectivity                          | Supplemental EA and Route Modifications are required to bring fiber to sites not connected with microwave. Action required by Authority to process grant changes.                              |
| 07-01 | Partial NTPs                                | Motorola is requesting that NTP be provided in larger groups to enable equipment ordering in line with construction scheduled. Action required by Authority to approve equipment.              |
| 07-03 | Sites Undecided, On Hold, or Pending Change | Sites that do not have approved site sketches, 1A surveys completed, or are not cleared for Geotechnical boring as of this reporting period will not be included in System Tuning and Testing. |
| 08-01 | FONSI                                       | Action required by NTIA to release FONSI   |



## 5. Disputes and Claims

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

| Dispute / Claim / Potential Claim  | Status / Actions  | Resolution Date |
|------------------------------------|---|-----------------|
| Requirement for Geo Redundant SMMS | Requirement is being reviewed by Authority and Motorola | TBD             |
|                                    |   |                 |
|                                    |   |                 |

## 6. Financial Status

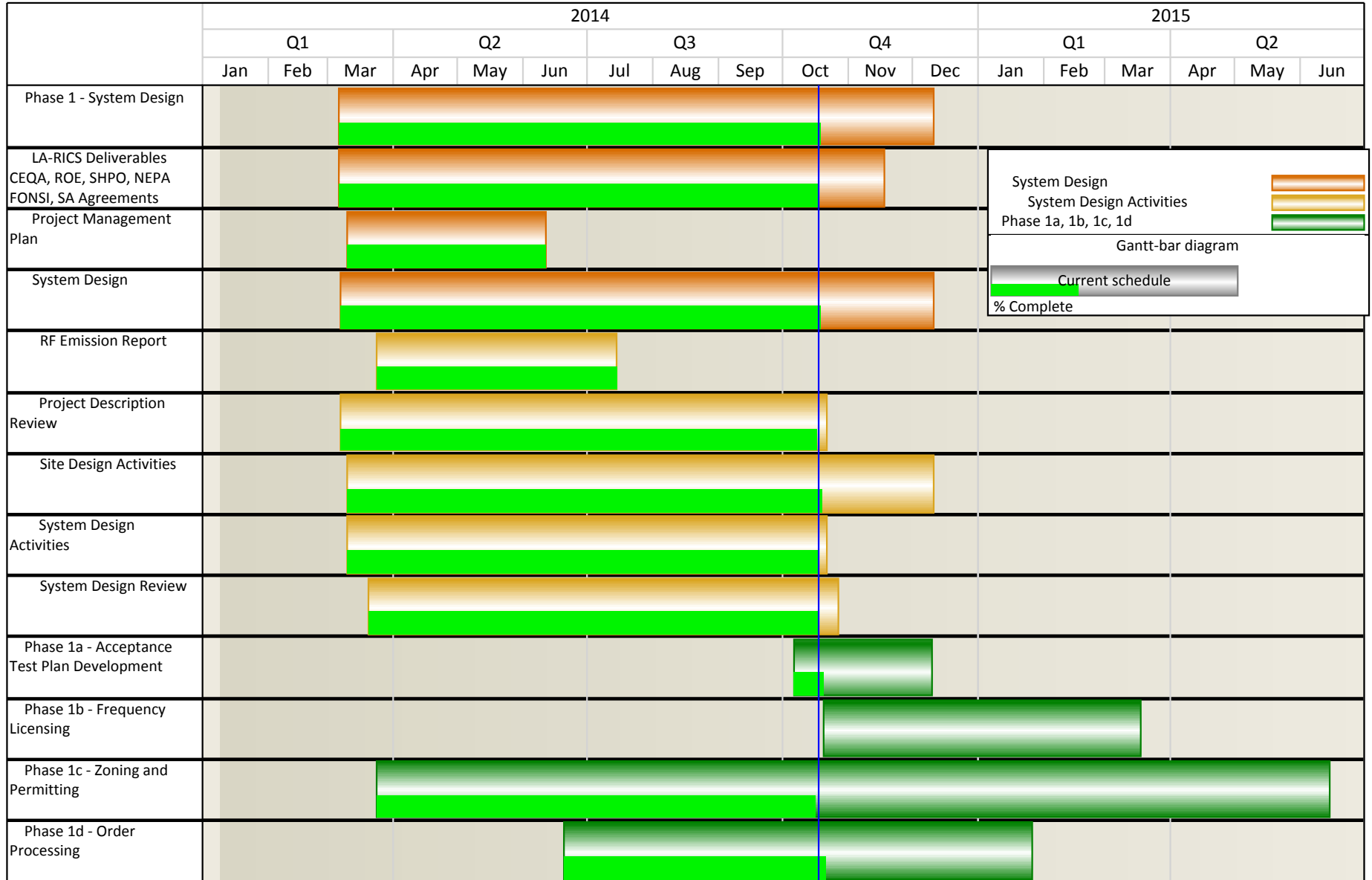
The following represents the invoice payments that were completed during the reporting period and the remaining amount to be invoiced and paid. On April 7, 2014 the Authority issued a Notice To Proceed (NTP) for Amendment 2 to add detailed design services to Phase 1 for Additive Alternate 1 – Home Subscriber Server (HSS) and Additive Alternate 2 –Redundant Evolved Packet Core (EPC). Amendment 2 raised Phase 1 by \$395,044 for a total of \$16,435,292. On June 20, 2014, NTP 3 for Amendment 3 to add the applicable sites and scope for Phase 2 Site Construction and Site Modification and Phase 3 Supply PSBN Components. The contract value for Phases 2 and 3 less the excluded scope is raised by \$85,937,344 for a total value of \$102,372,636. On July 10, 2014, Amendment 4 was approved by the Board of Directors to include Phases 2 & 3 for Additive Alternate 1 & 2. Amendment 4 raised the Contract Sum total to \$111,370,663. On September 17, 2014, Amendment 5 was approved and converts \$1,184,562 into Contract Sum, bringing the new total to \$112,555,225. On October 1, 2014, Amendment 6 was issued to remove three sites and modify the antenna structures at 32 sites. Amendment 6 increased the Contract Sum by \$2,613,300. The new total as of this reporting period is \$115,168,525.

| PSBN Invoice Payment Category                          | Invoice Payment Totals |
|--|------------------------|
| PSBN Contract Sum Full Payable Amount (Phases 1, 2 &3) | \$ 115,168,525         |
| Cumulative Invoice Payments from Last Report           | (\$ 2,420,314 )        |
| Total Invoice Payments This Period                     | (\$ 0 )                |
| Remaining Amount to be Paid                            | \$ 112,748,211         |

## 7. LA-RICS PSBN Project Schedule

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

# PSBN Phase 1 Executive Summary



System Design  
System Design Activities  
Phase 1a, 1b, 1c, 1d

Gantt-bar diagram

Current schedule  
% Complete

PSBN Executive Summary from PPM\_dd 10-18-14.xlsx

Snapshot Date: 10/18/2014

LA-RICS PSBN MSI



**LOS ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM AUTHORITY**

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

PATRICK J. MALLON  
EXECUTIVE DIRECTOR

November 6, 2014

TO: LA-RICS AUTHORITY BOARD OF DIRECTORS

FROM: PATRICK J. MALLON  
EXECUTIVE DIRECTOR

**STATUS OF SITE ACCESS AGREEMENTS WITH MEMBER AGENCIES**

As mentioned in my monthly Director's report from the meeting of October 2, 2014, there are several member agency cities that have been slow to respond to our request for execution of Site Access Agreements for the PSBN LTE sites.

The environmental work for the sites in these cities is largely complete from a NEPA perspective, as the FONSI contemplated all 231 LTE sites, however, there is a potential schedule impact that would come from whether there were replacements needed for these sites (either from a backhaul or a coverage perspective). The inability to complete negotiations on the Site Access Agreements inhibits our ability to know which sites to conduct survey(s) or analysis in support of NEPA/CEQA compliance, or whether we would need to consult with SHPO or other agencies on the replacement sites.

To allow for further discussion, this information is shown on the attached matrix.

PJM

Attachment

| SAA is Fully Executed | # of Sites |
|-----------------------|------------|
| Gardena               | 1          |
| Industry              | 1          |
| County of Los Angeles | 91         |
| Total                 | 93         |

| SAA wording is complete / City Council Date                       | # of Sites | CC Date |
|---|------------|---------|
| Arcadia   | 1          | 12/2    |
| Azusa   | 1          | 11/17   |
| Claremont   | 1          | 11/11   |
| *Compton  | 2          | 11/25   |
| Covina  | 2          | 11/18   |
| *Diamond Bar - Need planning dept approval before it can go to CC | 1          | 2/17    |
| *El Monte   | 1          | 11/12   |
| La Habra  | 2          | 11/17   |
| LADWP   | 3          |         |
| City of Los Angeles   | 50         |         |
| LAWA  | 4          |         |
| LA Port   | 1          |         |
| *Baldwin Park   | 1          | 11/15   |
| Vernon  | 2          | 11/25   |
| Total   | 72         |         |

\*LA-RICS Board has already approved Site Access Agreements

| Cities that are actively working on Approving the SAA | # of Sites                      | Forecasted CC Date |
|---|---------------------------------|--------------------|
| Beverly Hills   | 1                               | 1/20               |
| Burbank   | 1                               | 11/25              |
| Cerritos  | 1                               | 1/29               |
| Culver City   | 1                               | 1/28               |
| Inglewood   | 2                               | 1/27               |
| Long Beach  | 4                               | ?                  |
| Monterey Park   | 1                               | 11/5               |
| Pasadena  | 3                               | 12/8               |
| Redondo Beach   | 2                               | 12/9               |
| Santa Fe Springs                                      | 2                               | 11/25              |
| South Gate  | Site has moved to a County Site |                    |
| Total   | 18                              |                    |

| Cities that are in Jeopardy of NOT being completed |  |        |
|--|--|--------|
| # of Sites   |  | Issues |

|    |               |  |
|----|---------------|--|
| 1  | Bell Garden   | Site has been transferred to State Redevelopment Agency (will know more after conf call) |
| 4  | CCT Sites     | (4) sites involved need load studies completed = time consuming                          |
| 1  | El Segundo    | City not replying to Tom   |
| 5  | Glendale      | City has not responded to emails about entering into SAA                                 |
| 2  | Hawthorne     | No response from the city manager, Mike Goodson  |
| 1  | Hermosa Beach | On hold pending confirmation from Fire Chief Lantzer to Preeti                           |
| 1  | Santa Monica  | Pending resolving compensation issue   |
| 5  | Pomona        | Don't believe the sites will make the deadline   |
| 1  | Montebello    | City letter dated 10/23, no longer wishes to continue with LARICS project                |
| 2  | Monrovia      | City letter dated 10/23 states withdrawal of both sites                                  |
| 23 | Total         | Total  |

| Sites that have dropped from further consideration |  |        |
|--|--|--------|
| # of Sites   |  | Issues |

|    |                 |  |
|----|-----------------|--|
| 1  | Bell            | City has sent email stating they no longer wish to pursue SAA                          |
| 2  | West Covina     | City has sent email stating they no longer wish to pursue SAA                          |
| 4  | Torrance        | City has sent email stating they no longer wish to pursue SAA                          |
| 1  | Gardena         | South Bay Regional Communication Center is requesting exorbitant relocation fees       |
| 1  | Manhattan Beach | City has sent email stating they no longer wish to pursue SAA                          |
| 6  | Long Beach      | City has sent stated that these sites are inconsistent with the neighborhood asthatics |
| 1  | Montebello      | City letter dated 10/23, no longer wishes to continue with LARICS project              |
| 2  | Monrovia        | City letter dated 10/23 states withdrawal of both sites                                |
| 18 | Total           | Total  |



**LOS ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM AUTHORITY**

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

PATRICK J. MALLON  
EXECUTIVE DIRECTOR

November 6, 2014

TO: LA-RICS AUTHORITY BOARD OF DIRECTORS

FROM: PATRICK J. MALLON  
EXECUTIVE DIRECTOR

A handwritten signature in blue ink, appearing to read "Patrick J. Mallon", is placed over the printed name and title.

**STATUS OF MEMBERSHIP OPT OUT AND IMPACT ON FUNDING PLAN**

The purpose of the discussion item is to update your Board on the number of member agencies that have opted out of the LA-RICS Membership to date, and corresponding impact on the Adopted Funding Plan.

To allow for further discussion, this information is shown on the attached matrix.

soc

Attachment

## Member Agencies who have Opted Out

| Member Agencies   |   | % of Cost Allocation |
|---|---|----------------------|
| <b>City of Azusa</b><br><b>Date of Withdrawal: 07/23/14</b>     |   |                      |
| Explanation of Withdrawal of Membership                         | <p>Police Chief Gonzalez and City Manager Makshanoff in a memo to the City Council stated that the cost to the City of Azusa for use of the LA-RICS system by the Los Angeles County Fire Department has not yet been published. Due to the method of calculation (i.e., ½ of Azusa square mileage and ½ of Azusa population being attributed to Azusa Police use of LA-RICS system; the other ½ of population and ½ of square mileage attributed to fire department use) it is anticipated that the Fire Department will incur an amount equal to that indicated for Police Services. Accordingly, it is anticipated that the Los Angeles County Fire Department will pass through to the City of Azusa the amounts equal to the above annual costs for police radio service, however, that has not yet been determined. The value of Azusa's assets (e.g., antennas, antenna sites and radio frequencies) has not yet been established by LA-RICS; however, the required Hard Match annual contribution has been set as \$3,563.</p> <p>At this time the Chief of Police does not believe it is in the best financial, technical and operational interest of the City of Azusa to remain a member of LA-RICS, thus is recommending withdrawal from the LA-RICS JPA. If the city chooses to join LA-RICS at a later time, it may do so, but the cost for doing so has not yet been determined.</p> | 0.223%               |
| <b>City of Burbank</b><br><b>Date of Withdrawal: 08/20/2014</b> |   |                      |
| Explanation of Withdrawal of Membership                         | No reason cited in letter of withdrawal.  | 0.798%               |
| <b>City of Calabasas</b><br><b>Date of Withdrawal: 06/11/14</b> |   |                      |
| Explanation of Withdrawal of Membership                         | City Manager Anthony Coroalles provided a letter indicating the City's withdrawal from LA-RICS; however, no official documentation was provided to the City Council. A phone call was placed to the City Manager regarding when the City Council took formal action and the reasons for withdrawing from LA-RICS.   | 0.053%               |

| Member Agencies   |   | % of Cost Allocation |
|---|---|----------------------|
| <b>City of Gardena</b><br><b>Date of Withdrawal:</b><br><b>07/15/14</b>         |   |                      |
| Explanation of Withdrawal of Membership   | <p>Police Chief Ed Medrano of Gardena in his Staff Report to City Council stated that while supportive of LA-RICS, City staff has determined that it is not in the best financial, technical and operational interest of the City at this juncture to remain a member of LA-RICS without having a clearer understanding of the costs, service level and overall viability of the system over a fifteen to thirty-year horizon.</p>  | 0.223%               |
| <b>City of Glendale</b><br><b>Date of Withdrawal:</b><br><b>07/24/14</b>        |   |                      |
| Explanation of Withdrawal of Membership   | <p>City Manager Scott Ochoa in his Staff Report to City Council provided an analysis of LA-RICS and Glendale needs and determined that an attractive feature of the LA-RICS system is that it increases the coverage area of local agencies to a Los Angeles Countywide radio system. However, Glendale radio users currently have such capabilities through its partnership with other agencies in the Interagency Communications Interoperability System (ICIS), which has operated as a JPA since 2003. Of note, it was recently verified that there is a technology integration path between the ICIS and LA-RICS network, contained within the LA-RICS vendor contract which allows full interoperability between both radio networks. Of significant importance, is the LA-RICS LTE grant requirement that services be offered to non-member agencies of the JPA on a subscription basis. As host city of the ICIS radio system, Glendale is compelled by the ICIS JPA to provide its members 24 months advance notice of its intent to separate from the JPA. Of late, ICIS has been approached by many independent cities expressing interest in joining the JPA, with the City of Santa Monica submitting a formal letter of intent to join. Based on the foregoing, at this time staff does not believe it is in the best financial, technical and operational interest of the City of Glendale to remain a member of LA-RICS, thus it is recommending withdrawal from the LA-RICS JPA.</p> | 1.431%               |
| <b>City of Hermosa Beach</b><br><b>Date of Withdrawal:</b><br><b>10/27/2014</b> |   |                      |

**AGENDA ITEM 9 - ATTACHMENT**

|  |   |                             |
|--|---|-----------------------------|
| Explanation of Withdrawal of Membership  | Verbal notice given via telephone conversation. Pending written notice of withdrawal.   | 0.12%                       |
| <b>Member Agencies</b>   |   | <b>% of Cost Allocation</b> |
| <b>City of Manhattan Beach</b><br><b>Date of Withdrawal:</b><br><b>09/30/2014</b>    |   |                             |
| Explanation of Withdrawal of Membership  | No reason cited in letter of withdrawal.  | 0.237%                      |
| <b>City of Palos Verdes Estates</b><br><b>Date of Withdrawal:</b><br><b>05/27/14</b> |   |                             |
| Explanation of Withdrawal of Membership  | Resolution No. R14-21 states that LA-RICS has not determined the specific and actual cost that the City of Palos Verdes Estates will be required to pay for the LMR and LTE as part of the City's continued membership in the LA-RICS JPA and the City has determined that it would not be in the best interests of the City to participate in a program where neither the short-term or long-term cost to be incurred by the City have been fully defined. | 0.084%                      |
| <b>City of Pomona</b><br><b>Date of Withdrawal:</b><br><b>06/17/14</b>               |   |                             |
| Explanation of Withdrawal of Membership  | The Chief of Police in his Staff Report to City Council stated that he does not believe that cost and other issues related to remaining in LA-RICS for use by the Pomona Police Department is beneficial to the City and that the participation in LA-RICS is beneficial to the City of Pomona.   | 0.643%                      |

## AGENDA ITEM 9 - ATTACHMENT



| Member Agencies  | % of Cost Allocation  |        |
|--|---|--------|
| <b>City of Torrance</b><br><b>Date of Withdrawal:</b><br><b>06/19/14</b> |   |        |
| Explanation of Withdrawal of Membership                                  | <p>City Manager LeRoy Jackson in his Staff Report to City Council stated that there are a lot of unknowns to the LA-RICS system. The first two unknowns are: what are we buying and how much will it cost? The LTE Broadband system will require immediate contributions in order to meet the 10% grant matching fund requirement for the unknown system. He also stated that it is important to note that LA-RICS would only provide the "backbone" system for both the LMR and LTE systems. Equipment to operate on the system would still be the responsibility of individual member agencies and would require cities to purchase equipment that is compatible with the LA-RICS system. Torrance has estimated this to be a substantial investment. The City Manager believes that the South Bay region currently has a functioning interoperable safety communication system. There is a possibility of enhancing the current system by interfacing with Interagency Communication Interoperability System (ICIS). ICIS has a Joint Powers Agreement with sixteen cities including Burbank, Pasadena, Glendale, Pomona, Culver City, Beverly Hills, and many San Gabriel Valley cities. His report also included information that if Torrance withdraws from LA-RICS, we would still need to seek membership or subscription to the LMR system; however, since the funding plan has been modified to eliminate the replacement fund, there would appear to be no penalty. Therefore, it is the conclusion of the City Manager that the City of Torrance should submit a letter of withdrawal to LA-RICS.</p> | 1.055% |
| <b>Total Percentage Allocated to Opt Out Members</b>                     | <b>4.87%</b>  |        |

**AGENDA ITEM 9 - ATTACHMENT**



# LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

PATRICK J. MALLON  
EXECUTIVE DIRECTOR

November 6, 2014

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

Dear Directors:

**APPROVE SITE ACCESS AGREEMENTS WITH THE COUNTY OF LOS ANGELES,  
ARCADIA, AZUSA, BURBANK, CLAREMONT, COVINA, LA HABRA, MONTEREY PARK,  
AND VERNON**

## **SUBJECT**

Board approval is requested to delegate authority to the Executive Director to finalize and execute substantially similar in form, one or more Site Access Agreements with the County of Los Angeles, Arcadia, Azusa, Burbank, Claremont, Covina, La Habra, Monterey Park and Vernon for the LTE System known as the Public Safety Broadband Network ("PSBN").

## **RECOMMENDED ACTION:**

It is recommended that your Board:

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

## **BACKGROUND**

At the May 16, 2013 Board meeting, your Board directed staff to begin negotiations with various jurisdictions for Site Access Agreements ("SAAs") for licensing the use of specific sites to the Authority for its use as a Land Mobile Radio ("LMR") and/or Long Term Evolution ("LTE")

broadband communication site. With respect to LTE, which is also known as the PSBN, discussions and negotiations with the County of Los Angeles, Arcadia, Azusa, Burbank, Claremont, Covina, La Habra, Monterey Park and Vernon have resulted in the attached Site Access Agreements, Attachment A.

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

|   | Member Agency         | Number of Sites | Term                       | Lease Cost | Zoning Requirements | Ministerial Permitting Cost |
|---|-----------------------|-----------------|----------------------------|------------|---------------------|-----------------------------|
| 1 | Arcadia               | 1               | 15 years                   | Gratis     | Exempt              | Waived                      |
| 2 | Azusa                 | 1               | 15 years                   | Gratis     | Exempt              | Waived                      |
| 3 | Burbank               | 1               | 15 years                   | Gratis     | Exempt              | Waived                      |
| 4 | Claremont             | 1               | 15 years                   | Gratis     | Exempt              | Waived                      |
| 5 | County of Los Angeles | 9               | In Effect Until Terminated | Gratis     | Exempt              | Waived                      |
| 6 | Covina                | 2               | 15 years                   | Gratis     | Exempt              | Waived                      |
| 7 | La Habra              | 2               | In Effect Until Terminated | Gratis     | CUP                 | Pay                         |
| 8 | Monterey Park         | 1               | In Effect Until Terminated | Gratis     | Exempt              | Waived                      |
| 9 | Vernon                | 2               | In Effect Until Terminated | Gratis     | Exempt              | Waived                      |

County of Los Angeles SAA(s)

The County of Los Angeles' SAA(s) that are before you today were not included in the original Board Letter approved by your Board on May 28, 2014 due to the fact these sites were subsequently identified as sites for the backhaul system design of the LTE project. In addition, one of the sites was inadvertently not included in the original total number of sites.

City of Burbank SAA

The City of Burbank initially requested that it receive some form of compensation for use of its site. Given that such request is not consistent with the Board's policy direction to not allow compensation for use of sites, the request could not be accommodated. To resolve this issue, the parties agreed to language, subject to your Board's approval, that the Board would take into account (no amount was agreed to) the fact that the City of Burbank contributed its site, at the time the Board calculates any contribution, user fee, or member fee amount should Burbank want to use the system. In addition, the City of Burbank did request a "me too" clause, where in the event more favorable terms are provided pursuant to a SAA between the AUTHORITY and a similarly situated city owning the same number of LTE Sites as Burbank, the parties agree that, at the request of Burbank, the SAA would be amended to include those more favorable terms.

By granting approval for the execution of the SAAs with the County of Los Angeles, Arcadia, Azusa, Burbank, Claremont, Covina, La Habra, Monterey Park and Vernon, it will assist in keeping the LTE project schedule on track, and make the goal of interoperable communications in Los Angeles County a reality.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to provide the Executive Director authorization to execute the attached Site Access Agreement, with the County of Los Angeles, Arcadia, Azusa, Burbank, Claremont, Covina, La Habra, Monterey Park and Vernon, for the implementation of the LA-RICS LTE installations.

**FISCAL IMPACT/FINANCING**

There is no fiscal impact.

**ENVIRONMENTAL DOCUMENTATION**

On March 6, 2014, the Board determined that design, construction, implementation, operation, and maintenance of the PSBN project (also known as the Long Term Evolution (LTE) Project) collectively and individually at the 229 sites where PSBN infrastructure will be constructed, installed, operated and maintained, including those sites identified on Attachment D, are exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project. Approval of the Site Access Agreements does not result in any change to the PSBN project, or to the circumstances under which the project is being undertaken, and the determination that these activities are exempt from CEQA remains unchanged. As the CEQA Lead Agency, the LA-RICS Authority has determined that all of the LTE sites, including those covered by the attached Site Access Agreements, meet the statutory exemption. This determination is supported by substantial evidence in the custody of the Authority, which is incorporated in relevant part into the record of proceedings for these Site Access Agreements.

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

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,



PATRICK J. MALLON  
EXECUTIVE DIRECTOR

PJM:wst

c: Counsel to the Authority

Attachments

## LTE SITE ACCESS AGREEMENT

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

**BY AND BETWEEN**

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

**AND**

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

### **RECITALS:**

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

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

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

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

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

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

1. **LTE SITE**

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

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

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

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

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

2. **PURPOSE AND USE**

2.01 The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use the LTE Site for the installation, operation, maintenance, and repair of a LTE facility. The LA-RICS AUTHORITY (and/or its member agencies, the LTE Vendor, the First Net Parties and/or other agents): (a) shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS AUTHORITY's LTE communications system, which typically consists of, without limitation, the infrastructure,

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

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

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

### 3. **APPROVALS/DESIGN REVIEW**

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

Conceptual site plans for the LTE Site are identified in Exhibit C. Upon the LA-RICS AUTHORITY's and Owner's (or Owner's authorized agent's) approval of the final site plan for the LTE Site, such final site plan will be deemed incorporated herein by reference as an update to Exhibit C. Owner agrees that it will approve or deny approval of all plans and specifications within 10 business days of receipt of said plans and specifications shall be deemed approved. LA-RICS AUTHORITY shall provide Owner with a notice of work commencement and an estimated time of completion for each LTE Site.

Owner and the LA-RICS AUTHORITY acknowledge that the LA-RICS AUTHORITY is a California joint powers authority whose members have specified, pursuant to Section 4.04 of its Joint Powers Agreement and Section 6509 of the California Government Code, that all common powers exercised by the LA-RICS AUTHORITY's Board of Directors shall be exercised in a manner consistent with, and subject to all the restrictions and limitations upon the exercise of such powers, as are



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

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

4. **TERM**

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

5. **CONSIDERATION**

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

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

Owner shall have the opportunity to review and provide input, if any, as to all project plans and specifications for the LA-RICS AUTHORITY's proposed alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements)

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

## **7. INSTALLATION**

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

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

7.03 Owner reserves the right, at its expense, to install on the Real Property, including without limitation within the LTE Site, its own communications shelter,

telecommunication equipment, and appropriate tower space for telecommunications and/or microwave (collectively, the "Owner Facilities") so long as the installation of said Owner Facilities does not interfere with LA-RICS AUTHORITY's operations. LA-RICS AUTHORITY and Owner agree to make commercially reasonable efforts to resolve any radio frequency interference issues with equipment, transmission or reception caused by the installation of the Owner Facilities.

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

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

## **8. ALTERATIONS**

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

(a) make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements without providing notice to the Owner, and (b) perform any alterations or modifications that may be required pursuant to the Spectrum Manager Lease Agreement between LA-RICS AUTHORITY and the First Net Parties dated July 1, 2013 (the "Spectrum Lease Agreement") or that may be required as a result of FCC rules or regulations, after providing notice to the Owner. LA-RICS AUTHORITY agrees: (i) to submit to the Owner, for review and approval, all plans and specifications, working drawings, and other information reasonably required by the Owner covering proposed alterations by LA-RICS AUTHORITY, (ii) to discuss with Owner the Owner's concerns, if any, regarding the proposed alterations, and (iii) to work in good faith to address such concerns. All work to be done by LA-RICS AUTHORITY shall be performed in accordance with the plans provided to Owner.

#### 9. **MAINTENANCE**

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

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

#### 10. **CONSTRUCTION STANDARDS**

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

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

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

## 11. **OTHER OPERATIONAL RESPONSIBILITIES**

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

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

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

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

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

## 12. **RELOCATION**

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

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

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

well as any soil boring tests needed to permit LA-RICS AUTHORITY's use of the Alternate Site;

(c) Owner shall give LA-RICS AUTHORITY at least six (6) months written notice before requiring relocation; and

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

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

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

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

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

### 13. **ACCESS TO LTE SITE**

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

13.02 LA-RICS AUTHORITY acknowledges and agrees that occasions may arise requiring the LA-RICS AUTHORITY to share in the cost of cleaning up of mud-slide debris and repairing the Access to its original accessible condition (as documented pursuant to Section 13.01) after a storm or heavy rainfall. LA-RICS AUTHORITY hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from Owner, and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to LA-RICS AUTHORITY by Owner upon at least thirty (30) days notice. Notwithstanding the foregoing, the LA-RICS AUTHORITY's financial burden pursuant to this Section shall not exceed five thousand dollars (\$5,000) per incident.

14. **EMERGENCY ACCESS BY OWNER**

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

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

15.01 **No Interference.** LA-RICS AUTHORITY shall not use the LTE Site in any way which causes radio frequency ("RF") interference in excess of levels permitted by the FCC or otherwise interferes with the use of the Real Property by Owner or Owner's agents, invitees or other licensees or users who may occupy portions of the Real Property at the time this Agreement is entered into. LA-RICS AUTHORITY shall be responsible for electromagnetic compatibility of LA-RICS AUTHORITY's equipment with existing and future equipment at the Real Property. LA-RICS AUTHORITY shall conform to Owner's Internal Services Department Facilities Standard STD-140 Radio Site Management, including without limitation the requirement of submitting radio system installation plans for approval.

15.02 **Interference With Public Safety Systems.** In the event of any interference with Owner's Sheriff or Fire Department, CWIRS, Paramedic or LANet systems, or any future public safety-related systems, which is caused by LA-RICS

AUTHORITY's equipment or operations, LA-RICS AUTHORITY shall be immediately notified by Owner of such interference. Following such notification, the parties will meet promptly to cooperatively discuss and reach agreement on how such interference will be resolved.

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

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

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



16. **UTILITIES**

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

17. **HOLD HARMLESS AND INDEMNIFICATION**

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

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

18. **INSURANCE**

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

provide commercial insurance as required in the Section, and any additional insurance required by LA-RICS AUTHORITY of its contractor/subcontractor, shall name the Owner as an additional insured.

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

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

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

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

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

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

(c) Commercial Property Insurance. Such coverage shall:

- Provide coverage for Owner's property, and any improvements and betterments; This coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), , Ordinance or Law Coverage, flood, and Business Interruption equal to two (2) years annual rent;
- Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value whichever is less. Insurance

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

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

- **Builder's Risk Course of Construction Insurance.** Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30). This insurance shall be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants, and full collapse coverage during construction, without restricting collapse coverage to specified perils. Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, including Owner furnished materials and equipment, against loss or damage until completion and acceptance by the LA-RICS AUTHORITY and the Owner if required.
- **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, naming Owner as an additional insured, with limits of not less than
  - General Aggregate: \$50 million
  - Products/Completed Operations Aggregate: \$50 million
  - Personal and Advertising Injury: \$25 million
  - Each Occurrence: \$25 million

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

- **Automobile Liability.** such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$5 million for bodily injury and property damage, in combined or equivalent

split limits, for each single accident. such insurance shall cover liability arising out of LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor use of autos pursuant to this lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- **Professional Liability.** Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the LA-RICS AUTHORITY's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$5 million per claim and \$10 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.
- **Workers Compensation and Employers' Liability Insurance** or qualified self-insurance satisfying statutory requirements. Such coverage shall provide Employers' Liability coverage with limits of not less than \$1 million per accident. Such policy shall be endorsed to waive subrogation against the Owner for injury to the LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor employees. If the LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor employees will be engaged in maritime employment, the coverage shall provide the benefits required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act or any other federal law to which the LA-RICS AUTHORITY is subject. If LA-RICS AUTHORITY or LA-RICS AUTHORITY's contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the Owner as the Alternate Employer, and the endorsement form shall be modified to provide that Owner will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

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

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

18.04 Notification of Incidents. LA-RICS AUTHORITY shall report to Owner any accident or incident relating to activities performed under this Agreement which involves

injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against LA-RICS AUTHORITY and/or Owner. Such report shall be made in writing within seventy-two (72) hours of LA-RICS AUTHORITY's knowledge of such occurrence.

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

## 19. FAILURE TO PROCURE INSURANCE

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

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

## 20. TAXES

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

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

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

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

21. **NOTICES**

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

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

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

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

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

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

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

22. **LA-RICS FACILITY REMOVAL**

22.01 LA-RICS AUTHORITY shall remove all of its LA-RICS Facility and personal and improvements from the LTE Site and the Real Property and restore the LTE Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, on or before the expiration of this Agreement, unless this Agreement is otherwise terminated or cancelled prior to the expiration date provided herein, in which case LA-RICS AUTHORITY shall remove from the LTE Site and the Real Property all of its LA-RICS Facility and personal property and improvements and restore the LTE Site to its original

condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, within ninety (90) days of the cancellation. If weather conditions or lack of access to the LTE Site render the timely removal of LA-RICS AUTHORITY' property impossible, then LA-RICS AUTHORITY shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

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

### 23. **INDEPENDENT STATUS**

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

### 24. **AMENDMENT**

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

### 25. **ASSIGNMENT**

25.01 This Agreement may not be sold, assigned or transferred by LA-RICS AUTHORITY without written consent of Owner, which consent will be at Owner's sole discretion. All assignments will require an Assignment Agreement. No change of stock ownership, partnership interest or control of LA-RICS AUTHORITY or transfer upon partnership or corporate dissolution of LA-RICS AUTHORITY shall constitute an assignment hereunder.

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

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

- (iii) Proposed unredacted instrument of transfer or assignment or any or all of its rights hereunder; and
- (iv) Any other information reasonably requested by the OWNER.

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

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

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

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

## **26. SUBORDINATION AND NON-DISTURBANCE**

Owner shall obtain, not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagees, ground lessors and master lessors, if any, of the Real Property. At Owner's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "Mortgage") by Owner which from time to time may encumber all or part of the Real Property; provided, however, as a condition precedent to LA-RICS AUTHORITY being required to subordinate its interest in this Agreement to any future Mortgage covering the Real Property, Owner shall obtain for LA-RICS AUTHORITY's benefit a non-disturbance and attornment



agreement in a form reasonably satisfactory to LA-RICS AUTHORITY and containing at a minimum the terms set forth hereinbelow ("Non-Disturbance Agreement"), and shall recognize LA-RICS AUTHORITY's right to remain in occupancy of and have access to the LTE Site as long as LA-RICS AUTHORITY is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchase of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Real Property, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, (b) fulfill Owner's obligations under this Agreement, and (c) promptly cure all of the then-existing Owner defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LA-RICS AUTHORITY will execute an agreement for the Lender's benefit in which LA-RICS AUTHORITY: (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of the Lender, (ii) agrees to attorn to Lender if Lender becomes the owner of the Real Property, and (iii) agrees to accept a cure by Lender of any of Owner's defaults, provided such cure is completed within the deadline applicable to Owner.

#### 27. **CONDEMNATION**

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

#### 28. **DEFAULT**

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

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

29. **WAIVER**

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

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

30. **HAZARDOUS MATERIALS**

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

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

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

31. **DAMAGE OR DESTRUCTION**

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

Should any matter or condition beyond the control of the parties, such as war, public emergency, calamity, fire, earthquake, flood or act of God prevent performance of this Agreement by either party, such party shall be relieved of the performance of such obligations during the time period of the event.

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

32. **AUTHORIZATION WARRANTY**

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

33. **INDEPENDENT CONTRACTOR STATUS**

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

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

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

35. **COMPLIANCE WITH APPLICABLE LAW**

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

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

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

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

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

otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

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

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

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

37. **NON EXCLUSIVITY**

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

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

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

39. **PUBLIC RECORDS ACT**

39.01 Any documents submitted by LA-RICS AUTHORITY or its agents including without limitation the LTE Vendor and all information obtained in connection with the Owner's right to inspect the LTE Site or any other rights provided by this Agreement shall become the exclusive property of the Owner. All such documents become a matter of public record and shall be regarded as public records, except as specifically provided by California Government Code Section 6250 et seq. ("Public Records Act") and which are marked "trade secret," "confidential," or "proprietary." The

Owner shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

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

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

#### 40. **OTHER TERMS AND CONDITIONS**

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

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

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

40.04 Safety. LA-RICS AUTHORITY shall immediately correct any unsafe condition on the LTE Site, as well as any unsafe practices occurring thereon, to the extent such unsafe condition or practice occurs as a result of LA-RICS AUTHORITY's use of the LTE Site. LA-RICS AUTHORITY shall cooperate fully with Owner in the

investigation of any accidental injury or death occurring on the LTE Site, including a prompt report thereof to the Owner. LA-RICS AUTHORITY shall cooperate and comply fully with Owner, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all LA-RICS AUTHORITY's structures and enclosures. LA-RICS AUTHORITY, at its expense, may use any and all appropriate means of restricting public access to the LTE Site.

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

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

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

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

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

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

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

43. **BANKRUPTCY**

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

44. **SUCCESSORS AND ASSIGNS**

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

45. **SEVERABILITY**

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

46. **INTERPRETATION**

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

47. **ENTIRE AGREEMENT**

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

**COUNTY-SPECIFIC PROVISIONS:**

48. **LOBBYIST**

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



49. **ENFORCEMENT**

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

50. **SOLICITATION OF CONSIDERATION**

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

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

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

LA-RICS AUTHORITY acknowledges that the County of Los Angeles places a high priority on the implementation of the Safely Surrendered Baby Law. LA-RICS AUTHORITY understands that it is the County's policy to encourage LA-RICS AUTHORITY to voluntarily post the Owner's "Safely Surrendered Baby Law" poster in a prominent position at the LA-RICS AUTHORITY' place of business. LA-RICS AUTHORITY will also encourage its contractors and subcontractors, if any, to post this poster in a prominent position in the contractor's or subcontractor's place of business. The County's Department of Children and Family Services will supply LA-RICS AUTHORITY with the poster to be used. As of the inception of this Agreement, information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

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

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

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

53. **RECYCLED BOND PAPER**

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

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

THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

COUNTY OF LOS ANGELES

A California Joint Powers Authority

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

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

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

JOHN F. KRATTLI  
COUNTY COUNSEL

JOHN F. KRATTLI  
COUNTY COUNSEL

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

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

# EXHIBIT A

## SITE LIST

### LA County

|         |                             |                        |                         |                             |
|---------|-----------------------------|------------------------|-------------------------|-----------------------------|
| ONK     | Oat Mountain Nike           | LA County              | N 34.3260° W118.5867°   | Chatsworth                  |
| RHT     | Rolling Hills Transmit      | LA County              | 5741 W Crestridge Rd    | Rancho Palos Verdes Estates |
| SDW     | San Dimas                   | LA County              | 310 Via Blanca          | San Dimas                   |
| VPC     | Verdugo Peak                | City of Los Angeles    | Verdugo Mountain Way    | Glendale                    |
| PWT     | Phillips Water Tank         | 0                      | 30301 Sea View Dr.      | Malibu                      |
| PS029   | Malibu Pump Station 29      | 0                      | 23900 Pacific Coast Hwy | Malibu                      |
| NCWT    | Nicholas Canyon Water Tower | 0                      | 34065 Pacific Coast Hwy | Malibu                      |
| LACF101 | FS 101                      | LA County Fire Dept    | 606 W. Bonita Ave       | Claremont                   |
| LAN     | Lancaster                   | LA County Sheriff Dept | 501 W. Lancaster        | Lancaster                   |

DRAFT / CONFIDENTIAL

# EXHIBIT B

## EQUIPMENT LIST

- Monopole Tower
- Tower Light Kits (where required by FAA)
- Antenna Support Hardware
- LTE Antennas and line
- Microwave Dishes
- Generator & Fuel
- Automatic Transfer Switch
- Electrical H-Frame
- Equipment Pad
- RBS Radio Cabinet (at all LTE sites)
- BBS Radio Battery Cabinet (at all LTE sites)
- TMR Microwave Cabinet (at sites with microwave)
- BBS Microwave Battery Cabinet (at sites with more than 6 microwave radios)
- MPLS Site Router (at all LTE sites)
- Fiber Network Interface Device (at Fiber Sites)

**EXHIBIT C**  
**SITE PLAN**

DRAFT / CONFIDENTIAL

## LTE SITE ACCESS AGREEMENT

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

**BY AND BETWEEN**

**THE CITY OF ARCADIA** a body corporate and politic, hereinafter referred to as "Owner"

**AND**

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

### **RECITALS:**

**WHEREAS**, The LA-RICS AUTHORITY is a joint powers authority established pursuant to a Joint Powers Agreement dated January 2009 ("JPA") for the purpose of coordinating governmental services to establish a wide-area interoperable public safety communications network commonly known as LA-RICS;

**WHEREAS**, Owner is a member of the LA-RICS AUTHORITY; and

**WHEREAS**, Owner owns certain real property described on Exhibit A attached hereto and incorporated herein by reference ("Real Property"); and

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

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

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

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

1. **LTE SITE; LICENSE**

1.01 Owner hereby grants to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from Owner on the terms and conditions set forth herein, a license to enter upon and use a designated portion of the Real Property, and/or a specific facility, such as a tower or building located on the Real Property, (collectively, the "LTE Sites" and each, individually, a "LTE Site"), together with a non-exclusive right to use designated space and easements on the Real Property (i) for pedestrian and/or vehicular ingress to and egress from the LTE Site ("Site Access Space") and (ii) for the installation of utilities serving the LTE Site ("Utilities Space"), all as shown on Exhibit C attached hereto and incorporated herein by this reference, for the Permitted Activities defined in Section 2 hereof.

1.02 The LA-RICS AUTHORITY has personally inspected the LTE Site(s) and the surrounding area and evaluated the extent to which the physical condition thereof will affect its operations. The LA-RICS AUTHORITY, on behalf of itself and its member agencies, the LTE Vendor, the Broadband Vendor and the FirstNet Parties, accepts each LTE Site, Site Access Space and Utilities Space "as-is" and with all faults, in its present physical condition, including its environmental condition, with no duty for either party to investigate. Owner makes no warranty, express or implied, and specifically disclaims all warranties whatsoever, as to the fitness for purpose, condition of or suitability of any LTE Site, Site Access Space, Utilities Space, or the Real Property for the LA-RICS AUTHORITY's intended use or for any purpose; including without limitation its physical condition, including the condition and stability of the soils or groundwater on or under any of the Real Property; or the presence of pollutants, hazardous substances or contaminants therein. Except as otherwise provided in this Agreement, the LA-RICS AUTHORITY agrees that it shall make no demands on Owner for any repair, improvement or alteration of the LTE Site, Site Access Space, Utilities Space or the Real Property, and shall make no claims whatsoever against Owner for costs, damages, or expenses as a result of the condition of any LTE Site, Site Access Space, Utilities Space or the Real Property or for the costs incurred for any remediation or preparation work undertaken to ready the LTE Site or the Real Property for LA-RICS AUTHORITY's use pursuant to this Agreement.

1.03 LA-RICS AUTHORITY hereby acknowledges the title or other legal right of possession of the Owner or its successors in the Real Property and covenants and agrees never to assail, contest, or resist said title. LA-RICS AUTHORITY shall keep the Real Property, LTE Sites, Site Access Space, and Utilities Space free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of LA-RICS AUTHORITY. If any lien is filed, LA-RICS AUTHORITY shall promptly discharge, bond or otherwise secure same to Owner's satisfaction.



1.04 Ownership of the LA-RICS Facility (as defined in Section 2.01) constructed by the LA-RICS AUTHORITY upon each and every site comprising the LTE Site and all alterations, additions or betterments thereto shall be the personal property of the LA-RICS AUTHORITY and not fixtures, and shall remain with the LA-RICS AUTHORITY. The LA-RICS AUTHORITY may remove the LA-RICS Facility or any elements thereof at any time during the term of the Agreement at its sole cost and expense and in compliance with this Agreement, and Owner hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

## **2. PURPOSE AND USE**

2.01 The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use each LTE Site, Site Access Space and Utilities Space for the installation, operation, maintenance, and repair of a LTE communication facility (including a support structure such as a monopole if described in the exhibits hereto) to be used for public safety purposes. The LA-RICS AUTHORITY and its Authorized Representatives (as defined in Section 13.01 hereof), at its sole expense in accordance with all of the terms and conditions of this Agreement, shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS AUTHORITY's LTE communications system, which typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements listed on Exhibit B attached hereto and incorporated herein by this reference (such LTE system and associated infrastructure, shelters, equipment and related improvements, and other related materials as may be deemed necessary by the LA-RICS AUTHORITY collectively, the "LA-RICS Facility"). Each LTE Site, Site Access Space and Utilities Space shall be used only for the purposes authorized by this Section 2.01, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

2.02 The LA-RICS AUTHORITY shall ensure that all usage of the LTE Site, Site Access Space and Utilities Space hereunder, including without limitation usage by the Authorized Representatives of LA-RICS AUTHORITY, is in compliance with all terms and conditions of this Agreement.

2.03 Nothing contained in this Agreement shall be deemed or construed in any way to limit the Owner's authority to exercise any right or power concerning the utilization of the Real Property including without limitation the LTE Site, Site Access Space and Utilities Space; provided, however, that such Owner authority shall not be exercised in a manner inconsistent with this Agreement.

## **3. APPROVALS/DESIGN REVIEW**

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

3.02 Upon the Owner's and LA-RICS AUTHORITY's approval of the final site plan for the LTE Site, such final site plan will be deemed incorporated herein by reference as Exhibit C. Owner and the LA-RICS AUTHORITY acknowledge that the LA-RICS AUTHORITY is a California joint powers authority whose members have specified, pursuant to Section 4.04 of its Joint Powers Agreement and Section 6509 of the California Government Code, that all common powers exercised by the LA-RICS AUTHORITY's Board of Directors shall be exercised in a manner consistent with, and subject to all the restrictions and limitations upon the exercise of such powers, as are applicable to the County of Los Angeles ("County") (i.e., the LA-RICS AUTHORITY has adopted the County's operating mode). Accordingly, Owner and the LA-RICS AUTHORITY agree that the LA-RICS AUTHORITY will comply with the Owner's City Building Code requirements. The parties agree that Owner's concerns will be taken into consideration throughout the LTE Site plan approval process, as described in this Section 3 (Approvals/Design Review) and in Section 8 (Alterations).

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

#### 4. **TERM**

The initial term ("Initial Term") of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and shall terminate on the fifteenth (15th) anniversary of the Commencement Date, unless terminated earlier by: (a) written notice of termination by LA-RICS AUTHORITY; or (b) written notice of termination by Owner pursuant to Section 30 (Default) hereof. If not terminated earlier, at the end of the Initial Term, the Agreement shall automatically renew for one year renewal terms unless and until terminated by written notice of termination by Owner pursuant to Section 30 (Default) hereof or by six (6) months written notice of termination given by either Party.

#### 5. **CONSIDERATION**

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

#### 6. **CONDITIONS PRECEDENT TO INSTALLATION OR ALTERATION OF LA-RICS FACILITY**

6.01 Owner shall have the opportunity to review and provide input, if any, and to approve all project plans and specifications for the LA-RICS AUTHORITY's proposed installation of the equipment comprising the LA-RICS Facility and for any proposed alterations (not including "like-kind" replacements) of the equipment comprising the LA-RICS Facility after LA-RICS AUTHORITY's initial installation of the LA-RICS Facility on the LTE Site. The LA-RICS AUTHORITY shall not commence installation of equipment comprising the LA-RICS Facility or permit any alteration of same on a LTE Site, or any portion thereof, including changes to power outputs or changes in the use of frequencies described in Exhibit B hereto until the Owner has been provided an opportunity to review and has approved the plans and specifications. Such approval shall not be unreasonably denied, delayed or conditioned.

6.02 Owner's review and approval of the plans shall not release the LA-RICS AUTHORITY from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The LA-RICS AUTHORITY shall be responsible for notifying Owner and all other relevant parties immediately upon discovery of such omissions and/or errors.

6.03 The LA-RICS AUTHORITY, prior to commencement of any activity on a LTE Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, will provide Owner evidence that it has complied with all applicable requirements of the California Environmental Quality Act (Pub. Resources Code § 21000 et seq., "CEQA").

## 7. **INSTALLATION**

7.01 LA-RICS AUTHORITY shall install the LA-RICS Facility at its own expense and risk as approved by Owner in accordance with the terms hereof, including without limitation Section 6.

7.02 LA-RICS AUTHORITY shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices.

7.03 Each component of the LA-RICS Facility shall be clearly identified with LA-RICS AUTHORITY's and, as applicable, member agency, LTE Vendor, Broadband Vendor, and/or FirstNet Party's name, address, telephone number, Federal Communications Commission ("FCC") license and frequencies in use. Such identification shall be attached to each component of the LA-RICS Facility in plain view.

7.04 LA-RICS AUTHORITY shall have the right to finance and construct approved equipment and related improvements on the LTE Site at LA-RICS AUTHORITY's sole cost and expense, except as may be provided otherwise by other agreements.

7.05 Owner shall have the right to inspect the LA-RICS Facility and the LTE Site at any time during and after installation upon not less than 24 hours prior written notice to the LA-RICS AUTHORITY (except in cases of emergency pursuant to Section 14 hereof) and, at LA-RICS AUTHORITY's option, with the right to require an LA-RICS AUTHORITY representative to accompany Owner during any such inspection of or access to a LTE Site.

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

## 8. **ALTERATIONS**

8.01 LA-RICS AUTHORITY shall make no renovations, alterations, structural upgrades or other improvements to the LTE Site or the Real Property other than to install, maintain, replace and operate the LA-RICS Facility in accordance with the documentation attached hereto as Exhibits A, B, and C and/or as permitted elsewhere herein, without providing prior written notice to Owner, provided that such renovations, alterations, or improvements shall be consistent with the Permitted Activities set forth in Section 2.01 hereof.

8.02 Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS AUTHORITY shall have the right to: (a) make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements without providing notice to the Owner, and (b) perform any alterations or modifications that may be required pursuant to the Spectrum Manager Lease Agreement between LA-RICS AUTHORITY and the FirstNet Parties dated July 1, 2013 (the "Spectrum Lease Agreement") or that may be required as a result of FCC rules or regulations, after providing notice to the Owner.

8.03 LA-RICS AUTHORITY agrees to submit to the Owner, for review and approval as required by Section 6 hereof, all plans and specifications, working drawings, and other information reasonably required by the Owner covering proposed alterations by LA-RICS AUTHORITY. All work to be done by LA-RICS AUTHORITY shall be performed in accordance with the plans provided to and approved by Owner and shall, where required, be subject to inspection by Owner's City Building Inspector.

8.04 Upon completion of any alterations at the LTE Site permitted hereunder, LA-RICS AUTHORITY shall provide Owner with updated versions of the As-Builts consistent with the requirements of Section 7.06 hereof.

9. **MAINTENANCE**

9.01 Owner shall be responsible for general maintenance of the Real Property, including the LTE Site, but excluding the LA-RICS Facility, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities.

9.02 Following the construction and installation of LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements, LA-RICS AUTHORITY shall thereafter, at its sole cost and expense, perform maintenance, repairs, and like-kind replacements of its equipment comprising the LA-RICS Facility as necessary and appropriate for its ongoing business and has the right to do all work necessary to maintain the LTE Site to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements and as required for LA-RICS AUTHORITY's operations of the LA-RICS Facility at the LTE Site.

9.03 The LTE Site shall be kept neat and clean by LA-RICS AUTHORITY and ready for normal use by Owner and other users. Should LA-RICS AUTHORITY fail to accomplish this, following fourteen (14) days' written notice from Owner, Owner may perform the work and LA-RICS AUTHORITY shall pay the cost thereof upon written demand from Owner.

10. **CONSTRUCTION & MAINTENANCE STANDARDS**

10.01 Installation, operation and maintenance activities by LA-RICS AUTHORITY on the LTE Site, Site Access Space and Utilities Space shall be performed in a neat and workmanlike manner and shall at all times comply in all respects to the statutes, laws, ordinances and regulations of any governmental authority having jurisdiction which are applicable to the installation, construction, operation and maintenance activities of LA-RICS AUTHORITY under this Agreement, including but not limited to the Owner's City Building Code.

10.02 LA-RICS AUTHORITY shall remove any debris anywhere on the Real Property resulting from installation, maintenance, operation and construction on the LTE Site by LA-RICS AUTHORITY or its Authorized Representatives. In the event that LA-RICS AUTHORITY fails to remove such debris from the Real Property, Owner shall provide written notice to LA-RICS AUTHORITY and allow LA-RICS AUTHORITY fourteen (14) days after receipt of notice to remove such debris. After the expiration of such ten-day period, Owner shall cause such debris to be removed and invoice LA-RICS AUTHORITY for the reasonable costs of said removal.

10.03 LA-RICS AUTHORITY shall be responsible for the timely repair of all damage to the LTE Site or the Real Property or the repair or replacement of damaged or destroyed personal property of the Owner or third parties caused by the activities of

LA-RICS AUTHORITY or its Authorized Representatives. Should LA-RICS AUTHORITY fail to promptly make such repairs or replacements after 30 days written notice from Owner, Owner may have repairs or replacements made and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by Owner.

## 11. **OTHER OPERATIONAL RESPONSIBILITIES**

11.01 As applicable, LA-RICS AUTHORITY and its Authorized Representatives (as defined in Section 13.01) shall:

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

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

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

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

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

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

11.04 Illegal Activities. LA-RICS AUTHORITY and its Authorized Representatives shall not knowingly permit any illegal activities to be conducted upon the LTE Site or the Real Property.

11.05 Safety. LA-RICS AUTHORITY shall immediately correct any unsafe condition on the LTE Site, as well as any unsafe practices occurring thereon, to the extent such unsafe condition or practice occurs as a result of LA-RICS AUTHORITY's use and its Authorized Representatives' use of the LTE Site. LA-RICS AUTHORITY shall cooperate fully with Owner in the investigation of any accidental injury or death occurring on the LTE Site, including a prompt report thereof to the Owner. LA-RICS AUTHORITY shall cooperate and comply fully with Owner, State, municipal, federal or

any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all LA-RICS Facility. LA-RICS AUTHORITY, at its expense, may use any and all appropriate means of restricting public access to the LTE Site, subject to prior approval by the Owner.

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

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

## 12. RELOCATION

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

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

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

(c) Owner shall give LA-RICS AUTHORITY at least six (6) months written notice before requiring relocation; and

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

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

to LA-RICS AUTHORITY's obligations under the Spectrum Lease Agreement, provided that:

(a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LTE Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment; (iv) does not interfere with the current or planned future use of the Real Property by the Owner or by the Owner's other licensees, lessees, invitees or other users.

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

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

### 13. **ACCESS TO LTE LTE SITE**

13.01 LA-RICS AUTHORITY, and its Authorized Representatives (as defined herein) shall be allowed access over, through and across the Real Property, at its sole risk and expense, for ingress to and egress from the applicable LTE Site twenty-four (24) hours per day, seven (7) days per week in accordance with the Site Access and Use Procedures specified by Owner and attached hereto as Exhibit D. For purposes hereof, "Authorized Representatives" shall mean only authorized employees of the LA-RICS AUTHORITY, properly authorized contractors of the LA-RICS AUTHORITY or persons under their direct supervision. Owner hereby acknowledges that Authorized Representatives of the LA-RICS AUTHORITY include its member agencies, the LTE Vendor, and the FirstNet Parties. The LA-RICS AUTHORITY shall provide Owner with advance notice of all of its representatives or agents who are Authorized Representatives pursuant to this Section.

13.02 LA-RICS AUTHORITY acknowledges and agrees that occasions may arise requiring the LA-RICS AUTHORITY to share in the cost of cleaning up of mud-slide debris or other debris, and restoring the Site Access Space to its original accessible condition after a storm or heavy rainfall or other severe weather event or natural disaster. LA-RICS AUTHORITY hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from Owner, and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to LA-RICS AUTHORITY by Owner upon at least thirty (30) days' notice. Notwithstanding the foregoing, the LA-RICS



AUTHORITY's financial burden pursuant to this Section shall not exceed five thousand dollars (\$5,000) per incident.

14. **EMERGENCY ACCESS BY OWNER**

14.01 The Owner and its authorized agents may access the LTE Site at any time for the purpose of inspection and/or for making emergency improvements or repairs to the LTE Site or to interrupt or terminate LA-RICS AUTHORITY's transmission(s) from the LTE Site or electrical supply to the LTE Site, should LA-RICS AUTHORITY be unable or unwilling to respond to Owner's request to take immediate action to correct any deficiency which threatens Owner's operation on the LTE Site or on the Real Property, provided that Owner shall endeavor to provide a 24-hour prior notice to LA-RICS AUTHORITY and shall access the LTE Site in the presence, if possible, of an LA-RICS AUTHORITY representative, if provided by LA-RICS AUTHORITY.

14.02 Notwithstanding the foregoing, Owner shall not be required to provide notice to LA-RICS AUTHORITY prior to entering the LTE Site and taking any of the actions described in Section 14.01 due to an emergency. Owner shall use its best efforts to minimize any inconvenience or disturbance to LA-RICS AUTHORITY when entering the LTE Site and Owner shall notify LA-RICS AUTHORITY of such entry and/or actions pursuant to Section 14.01 as soon as reasonably practicable after such entry or actions have been undertaken by Owner.

14.03 LA-RICS AUTHORITY shall reimburse Owner within thirty (30) days of receipt of Owner's written request for Owner's actual costs to correct any deficiency that is corrected by Owner pursuant to this Section.

14.04 LA-RICS AUTHORITY AGREES NOT TO HOLD OWNER RESPONSIBLE OR LIABLE FOR AND SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY DAMAGE, LOSS, CLAIM OR LIABILITY OF ANY NATURE SUFFERED AS A RESULT OF THE LOSS OF THE USE OF THE LA-RICS FACILITY OR OTHER FACILITIES AT THE LTE SITE OR OTHERWISE AFFECTED BY THE EMERGENCY ACTIONS TAKEN BY OWNER.

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

15.01 LA-RICS AUTHORITY acknowledges that there are pre-existing radio frequency uses on the Real Property including governmental public safety (police) radio frequency uses and warrants that its use of the LTE Site(s) including use by any of the LA-RICS AUTHORITY or its Authorized Representatives will not interfere with those pre-existing radio frequency uses on the Real Property, as long as the pre-existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

15.02 For the purposes of this Agreement, "interference" may include, but is not limited to: (a) any use by any party or by any third party granted rights by the Owner on the Real Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the communication facility or the LA-

RICS Facility; or (b) any use by LA-RICS AUTHORITY or its Authorized Representatives on the Real Property that causes electronic or physical obstruction with, or degradation of, the communications signals from pre-existing radio frequency uses on the Real Property.

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

15.04 In addition to the pre-existing uses identified in Section 15.01, LA-RICS AUTHORITY agrees that Owner may grant the use of any portions of the Real Property to any third party for the purpose of installing communications transmitting equipment, so long as such uses do not conflict or interfere with LA-RICS AUTHORITY’s operations as provided for pursuant to this Agreement. Any third party granted rights by the Owner shall be required to comply with all applicable noninterference rules of the FCC.

15.05 In addition to the pre-existing uses identified in Section 15.01, Owner reserves the right, at its expense, to install on the Real Property, including without limitation within the LTE Site, its own communications shelter, telecommunication equipment, and tower space for telecommunications and/or microwave (collectively, the “Owner Facilities”) so long as the installation of said Owner Facilities does not interfere with LA-RICS AUTHORITY’s operations. LA-RICS AUTHORITY and Owner agree to make commercially reasonable efforts to resolve any radio frequency interference issues with equipment, transmission or reception caused by the installation of the Owner Facilities.

**15.06 Interference With Public Safety Systems.** In the event of any interference with Owner Facilities that are used for Public Safety such as Police or Fire Department, CWIRS, Paramedic or LAnet systems, or any future public safety-related systems, which is caused by LA-RICS AUTHORITY’s equipment or operations, LA-RICS AUTHORITY shall be immediately notified by Owner of such interference. LA-RICS AUTHORITY will make commercially reasonable efforts to cause any such interference to cease within twenty-four (24) hours after receipt of notice of interference from Owner. In the event any such interference with pre-existing Public Safety Systems does not cease within the aforementioned cure period, LA-RICS AUTHORITY shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. In the event any such interference with any Public Safety Systems that were installed or modified after the LA-RICS Facility does not cease within the aforementioned cure period, LA-RICS AUTHORITY and Owner agree to cooperatively make commercially reasonable efforts to resolve any radio frequency interference

issues or to determine which communications system, if any, must cease operations pending such resolution.

**15.07 Interference With Non-Public Safety Systems.** In the event LA-RICS AUTHORITY's operations or equipment causes interference with non-public safety-related systems of Owner or any other duly authorized occupant of the Real Property, written notice of such interference shall be provided to LA-RICS AUTHORITY. LA-RICS AUTHORITY will cause any such interference to cease within seventy-two (72) hours after receipt of notice of interference from Owner. In the event any such interference with pre-existing non-public safety-related systems does not cease within the aforementioned cure period, LA-RICS AUTHORITY shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. In the event any such interference with any non-public safety-related systems that were installed or modified after the LA-RICS Facility does not cease within the aforementioned cure period, LA-RICS AUTHORITY and Owner agree to cooperatively make commercially reasonable efforts to resolve any radio frequency interference issues.

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

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

16. **UTILITIES**

16.01 LA-RICS AUTHORITY shall, at its sole cost and expense, cause the installation of any utility service line including electrical supply and telephone lines in the Utilities Space required by or for the conduct of the Permitted Activities. The utilities shall be separately metered and LA-RICS AUTHORITY shall be responsible for the payment of all charges for use of utilities necessary for the operation of the LA-RICS Facility on the LTE Site.

16.02 If such separately metered utilities installation is not feasible, as determined by Owner, LA-RICS AUTHORITY acknowledges and agrees that LA-RICS AUTHORITY nonetheless shall be responsible for any and all costs of utilities used by LA-RICS AUTHORITY, which costs will be invoiced by Owner and paid by LA-RICS AUTHORITY within thirty (30) days of its receipt of such invoice.

17. **HOLD HARMLESS AND INDEMNIFICATION**

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

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

18. **INSURANCE**

18.01 Without limiting LA-RICS AUTHORITY's obligations to Owner, LA-RICS AUTHORITY shall provide and maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the Owner's Risk Manager, and evidence of such programs satisfactory to the Owner Risk Manager in the form of an endorsement to LA-RICS AUTHORITY's general liability policy adding the Owner as an additional insured and a Certificate of Insurance evidencing all of the coverage required and their respective limits, shall be delivered to Lisa Mussenden,

Chief Deputy City Clerk at 240 W. Huntington Drive, Arcadia, CA 91007, on or before the effective date of this Agreement. Such endorsement and Certificate of Insurance shall specifically identify this Agreement and shall contain express conditions that Owner is to be given written notice at least thirty (30) days in advance of any modification or termination of any provisions of insurance and shall name the Owner as an additional insured (except for the Workers' Compensation Insurance).

(a) General Liability. A program of insurance which shall be primary to and not contributing with any other insurance maintained by Owner and shall include, but not be limited to:

(1) Commercial General Liability. insurance written on ISO policy form CG 00 01 or its equivalent which may be provided in conjunction with excess or umbrella liability coverage to achieve the required limits. Policy shall be endorsed to name the Owner as an additional insured. Total limits shall be no less than:

|  |             |
|--|-------------|
| General Aggregate:                       | \$5 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury:         | \$1 million |
| Per occurrence                           | \$5 million |

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

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

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

(c) Commercial Property Insurance. Such coverage shall:

(1) Provide coverage for Owner's property, and any improvements and betterments; This coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), including Ordinance or Law Coverage, flood, and Business Interruption equal to two (2) years annual rent;

(2) Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value whichever is less. Insurance proceeds shall be payable to the Owner and LA-RICS AUTHORITY as their interests may appear and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the Agreement.

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

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

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

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

The Products/Completed Operations coverage shall continue to be maintained in the amount indicated above for at least ten (10) years from the date the Project is completed and accepted by the LA-RICS AUTHORITY and the Owner if required.

(3) Automobile Liability. Such coverage shall be written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million combined single limit for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Such insurance shall cover liability arising out of LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned

autos, as each may be applicable.

(4) Professional Liability. Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the LA-RICS AUTHORITY's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$1 million per claim and \$5 million in aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.

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

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

18.03 Failure to Maintain Coverage. Failure on the part of LA-RICS AUTHORITY or its contractors to procure or maintain the required program(s) of insurance, or to provide evidence of insurance coverage acceptable to Owner, shall constitute a material breach of contract upon which Owner may immediately terminate this Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by Owner shall be repaid by LA-RICS AUTHORITY to Owner upon demand. Use of the LTE Site shall not commence until LA-RICS AUTHORITY has complied with the aforementioned insurance requirements, and shall be suspended during any period that LA-RICS AUTHORITY fails to maintain said insurance policies in full force and effect.

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

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

18.06 Separation of Insureds. All insurance to be provided herein shall include a “separation of insureds” clause and shall apply separately to each insured and additional insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability. No policy shall contain any provision or exclusion (including a “cross-liability” or similar exclusion) that in effect would prevent, bar, or otherwise preclude any insured or additional insured under the policy from making a claim that would otherwise be covered by such policy on the grounds that the claim is brought by an insured or additional insured against an insured or additional insured under the policy.

18.07 Endorsement Forms Required. Endorsements adding additional insureds to required policies shall provide the broadest coverage available, but for general liability insurance no less coverage than the Insurance Services Office form CG 20 10 and the CG 20 37 with no limitations or exclusions with respect to “products/completed operations” coverage for additional insureds.

18.08 Enforcement of Agreement Provisions (non estoppel). LA-RICS acknowledges and agrees that any actual or alleged failure on the part of the Owner to inform LA-RICS of non-compliance with any requirement imposes no additional obligations on the Owner nor does it waive any rights hereunder.

18.09 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required hereunder are minimum requirements and are not intended to limit LA-RIC’s indemnification obligations nor do the indemnity obligations limit the rights of the insured parties to the coverage afforded by their insured status. Requirements of specific coverage features or limits are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

18.10 Evidence of Insurance. Concurrently with LA-RICS’ execution hereof or on such later date on which coverage is to be provided hereunder, LA-RICS shall deliver to the Owner certificates of insurance and endorsements providing the required additional insured status on general, excess, and pollution liability policies. The evidence provided must be adequate to allow the Owner to determine if all insurance requirements have been met. The Owner shall have no duty to pay or perform under the Agreement until such evidence of insurance, in compliance with all requirements of this Insurance Section has been provided. LA-RICS shall promptly deliver to the Owner evidence of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverages for the terms specified herein. Such evidence shall be delivered to the Owner not less than seven (7) days prior to the



expiration date of any policy, or such shorter period as approved in advance by the Owner.

19. **TAXES**

19.01 LA-RICS AUTHORITY and Owner agree that this is a license and not a lease and no real estate interest is being conveyed herein. Nonetheless, LA-RICS AUTHORITY acknowledges that a possessory interest (as defined in California Revenue and Taxation Code Section 107) in the LTE Site may be created by this Agreement and LA-RICS AUTHORITY may be subject to property taxation if such possessory interest is created.

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

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

19.04 Owner reserves the right to pay any such tax, assessment, fees or charges, and all monies so paid by Owner shall be repaid by LA-RICS AUTHORITY to Owner upon demand.

20. **NOTICES**

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

LA-RICS AUTHORITY  
2525 Corporate Place, Second Floor  
Monterey Park, California 91754

ATTN: Executive Director, Patrick Mallon

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

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

Dominic Lazzaretto  
City Manager  
240 W. Huntington Drive  
Arcadia, CA 91007  
dlazzaretto@ci.arcadia.ca.us

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

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

**21. LA-RICS FACILITY REMOVAL**

21.01 LA-RICS AUTHORITY shall remove all of its LA-RICS Facility and personal property and improvements from the LTE Site and the Real Property and restore the LTE Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, within sixty (60) days of the expiration or termination of this Agreement for any reason. If weather conditions or lack of access to the LTE Site render the timely removal of LA-RICS AUTHORITY's property impossible, then LA-RICS AUTHORITY shall have sixty (60) days from the earliest date on which access is possible in which to comply with this provision.

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

**22. INDEPENDENT STATUS**

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

23. **AMENDMENT**

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

24. **ASSIGNMENT**

24.01 This Agreement may not be sublicensed, assigned or transferred by LA-RICS AUTHORITY without the written approval or consent of the Owner, which consent may not be unreasonably withheld or conditioned, except that the LA-RICS AUTHORITY may sublicense this Agreement to any of its member agencies, FirstNet or grant funding agencies with prior notice but without such approval or consent of the Owner.

24.02 No change of membership of LA-RICS AUTHORITY shall constitute an assignment, sublicense or transfer hereunder.

24.03 To request the Owner's consent to such sublicense, assignment or transfer, LA-RICS AUTHORITY shall first deliver to the Owner:

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

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

24.05 In the case of an assignment or transfer, the proposed instrument shall include a written assumption by the transferee/assignee of all obligations of LA-RICS AUTHORITY under the Agreement requiring the transferee/assignee to perform the full obligations of the LA-RICS AUTHORITY under this Agreement and to cure, remedy or correct any event of default existing at the time of such assignment or transfer in a manner satisfactory to the Owner. Unless specified in the consent, the Owner's consent to such assignment or transfer shall not operate to release or discharge the LA-RICS AUTHORITY from its liabilities and obligations arising under the Agreement.

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

prohibited from further sublicensing, and that LA-RICS AUTHORITY shall remain fully liable for the performance of its and its sublicensees' obligations under the Agreement.

24.07 If LA-RICS AUTHORITY installs a support structure such as a monopole for its communications facility, and if such support structure is capable of collocating additional facilities, Owner shall have the exclusive right to collocate facilities for its own use and to lease or license the use of collocation space on the LA-RICS AUTHORITY's support structure to a third party or parties, based on terms negotiated by Owner and the third party or parties (if applicable). Owner may collocate communications facilities (such as radio antennas) or other facilities (such as closed circuit television cameras or light fixtures) on the LA-RICS AUTHORITY's support structure for its own use after providing 10 business days advance written notice to LA-RICS AUTHORITY, provided that such collocation may not interfere with any of LA-RICS AUTHORITY's Permitted Activities hereunder. Owner shall notify LA-RICS AUTHORITY in advance of entering into any such collocations with third parties by providing a copy of the proposed lease or license agreement to LA-RICS AUTHORITY for its approval which approval may only be denied or conditioned if and to the extent necessary for LA-RICS AUTHORITY not to violate any grant-related restrictions. If LA-RICS AUTHORITY does not provide to Owner a denial or conditional approval in writing with 30 days of receipt of the proposed lease or license agreement, the proposed lease or license agreement shall be deemed approved without conditions. The lease or license with third parties shall specifically include a requirement that any third-party use of the support structure shall not interfere with LA-RICS AUTHORITY's Permitted Activities under this Agreement. The parties agree that any revenues generated by such third-party leases or licenses by Owner shall be retained by Owner. Notwithstanding the foregoing, Owner and the LA-RICS AUTHORITY may agree to a reasonable sum intended to compensate LA-RICS AUTHORITY for its operational, administrative and other costs associated with third-party use of the LA-RICS AUTHORITY support structure, if any.

## 25. **SUBORDINATION AND NON-DISTURBANCE**

25.01 Owner shall use commercially reasonable efforts to obtain, not later than 30 days following a request by LA-RICS AUTHORITY, a Non-Disturbance Agreement, as defined below, from its existing mortgagees, ground lessors and master lessors, if any, of the Real Property. At Owner's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "Mortgage") by Owner which from time to time may encumber all or part of the Real Property; provided, however, as a condition precedent to LA-RICS AUTHORITY being required to subordinate its interest in this Agreement to any future Mortgage covering the Real Property, Owner shall obtain for LA-RICS AUTHORITY's benefit a non-disturbance and attornment agreement in a form reasonably satisfactory to LA-RICS AUTHORITY and containing at a minimum the terms set forth hereinbelow ("Non-Disturbance Agreement"), and shall recognize LA-RICS AUTHORITY's right to remain in occupancy of and have access to the LTE Site as long as LA-RICS AUTHORITY is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchase of Lender's or its successor's

interest (a “Purchaser”) acquires an ownership interest in the Real Property, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, (b) fulfill Owner’s obligations under this Agreement, and (c) promptly cure all of the then-existing Owner defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender’s participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers.

25.02 In return for such Non-Disturbance Agreement, LA-RICS AUTHORITY will execute an agreement for the Lender’s benefit in which LA-RICS AUTHORITY: (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of the Lender, (ii) agrees to attorn to Lender if Lender becomes the owner of the Real Property, and (iii) agrees to accept a cure by Lender of any of Owner’s defaults, provided such cure is completed within the deadline applicable to Owner.

## 26. **CONDEMNATION**

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

## 27. **DEFAULT**

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

27.02 In the event that LA-RICS AUTHORITY fails to cure a default within sixty (60) days or as otherwise provided in this Section, Owner may: (a) cure the default and invoice LA-RICS AUTHORITY for all costs reasonably incurred in effecting such cure, or

(b) terminate this Agreement upon written notice to LA-RICS AUTHORITY, take possession of the LTE Site and remove all LA-RICS AUTHORITY's improvements located thereon.

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

27.04 In the event that Owner fails to cure a default within sixty (60) days or as otherwise provided in this Section, LA-RICS AUTHORITY may: (a) cure the default and invoice Owner for all costs reasonably incurred by LA-RICS AUTHORITY in effecting such cure, or (b) terminate this Agreement upon written notice to Owner.

## 28. **WAIVER**

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

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

## 29. **HAZARDOUS MATERIALS**

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

any other substances defined by or under any other state or federal law, statute, rule, regulation or order concerning environmental matters.

29.02 LA-RICS AUTHORITY shall, within twenty-four (24) hours of the discovery by it of the presence of, or suspected presence any hazardous substances on, under, about or within the Real Property, give written notice to Owner.

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

29.04 Except as expressly provided in this Section 29, Owner shall have no liability whatsoever to LA-RICS AUTHORITY or any indemnification obligations in respect of any pre-existing environmental conditions or hazardous substances on, under, about or within the Real Property as of the effective date of this Agreement.

30. **DAMAGE OR DESTRUCTION; FORCE MAJEURE**

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

30.02 Should any matter or condition beyond the control of the parties, such as war, public emergency, calamity, fire, earthquake, flood or act of God prevent performance of this Agreement by either party, such party shall be relieved of the performance of such obligations during the time period of the event.

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

31. **AUTHORIZATION WARRANTY**

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

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

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

33. **COMPLIANCE WITH APPLICABLE LAW**

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

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

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

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

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



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

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

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

35. **NON EXCLUSIVITY**

Nothing herein is intended or shall be construed as creating any exclusive arrangement with LA-RICS AUTHORITY. This Agreement shall not restrict the Owner from entering into similar, equal or like arrangements with other entities.

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

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

37. **CONFIDENTIAL INFORMATION; PUBLIC RECORDS ACT**

37.01 "Confidential Information" means any information that is disclosed in written, graphic, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being 'trade secret' or 'proprietary' or 'confidential'. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving party; is already known to the receiving party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing party.

37.02 The parties will use reasonable efforts to avoid sharing Confidential Information with each other. However, during the term of this Agreement, the parties may provide each other with Confidential Information. Each party will: (i) maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; (ii) restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; (iii) take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and (iv) use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

37.03 The parties acknowledge that each is a public agency that is subject to document requests pursuant to the California Public Records Act and Freedom of Information Act (collectively, the "Acts"). If a party receives a request under the Acts for any records which would constitute Confidential Information received by it from the disclosing party, such party shall notify the disclosing party within five (5) business days and to the extent allowed by law, shall apply exceptions to disclosure of the Confidential Information that are applicable under the Acts. If a suit is filed by a member of the public with respect to any such request, the party named in the suit will cooperate in any action to intervene filed by the disclosing party seeking to protect the Confidential Information from public disclosure. Notwithstanding any provision in this Agreement to the contrary, the disclosing party will indemnify and hold harmless the other party for any and all costs and attorney fees awarded to a prevailing plaintiff arising out of or related to a suit which result from the party's actions, taken at disclosing party's request, in compliance with this provision in protecting the Confidential Information from public disclosure. Such reimbursement by the disclosing party shall be made within thirty days after receipt of the other party's invoice evidencing same.

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

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

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

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

39.02 LA-RICS AUTHORITY shall establish an identification system for each of its personnel assigned to service the LTE Site, including Authorized Representatives defined in Section 13.01, that clearly indicates the name of the person, and the entity for whom the person works. The identification system shall be furnished at LA-RICS AUTHORITY expense and may include appropriate uniform attire and name badges as routinely maintained by LA-RICS AUTHORITY.

40. **NON-AVAILABILITY OF FUNDING**

The Owner and LA-RICS AUTHORITY hereby acknowledge and agree that LA-RICS AUTHORITY's performance of its obligations under this Agreement is subject to the continuing availability of federal grant funds or other funding sources for the LA-RICS Project. This Agreement may be terminated by LA-RICS AUTHORITY (and the LA-RICS Facility removed from the LTE Site in accordance with Section 21 hereof) upon a loss or reduction of federal grant funds or other applicable funding sources.

41. **BANKRUPTCY**

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

42. **SUCCESSORS AND ASSIGNS**

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

43. **SEVERABILITY**

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

44. **INTERPRETATION**

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

45. **ENTIRE AGREEMENT**

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

[signature page to follow]

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

THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

CITY OF ARCADIA

A California Joint Powers Authority

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

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

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

RICHARD D. WEISS  
Acting County Counsel

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

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

**EXHIBIT A**  
**REAL PROPERTY DESCRIPTION**

| <b>Site ID</b> | <b>Facility Name</b> | <b>Organization</b>         | <b>Address Line</b> | <b>City</b> | <b>Zip Code</b> | <b>Jurisdiction</b> | <b>Parcel Owner</b> |
|----------------|----------------------|-----------------------------|---------------------|-------------|-----------------|---------------------|---------------------|
| ARCPD01        | Arcadia PD           | City of Arcadia Police Dept | 250 W Huntington Dr | Arcadia     | 91007           | Arcadia             | City of Arcadia     |

Assessor's Parcel Nos.

5775-024-910 & 5775-024-911

PORTION LOT 5 OF TRACK MAP NO. 919, IN THE CITY OF ARCADIA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 17, PAGES 13, IN THE OFFICE OF THE COUNTY RECORDER IN SAID COUNTY.

# **EXHIBIT B**

## **EQUIPMENT LIST**

**City of Arcadia Police Dept – ARCPD01**

- Monopole Tower
- Tower Light Kits (where required by FAA)
- Antenna Support Hardware
- LTE Antennas and line
- Microwave Dishes
- Generator & Fuel
- Automatic Transfer Switch
- Electrical H-Frame
- Equipment Pad
- RBS Radio Cabinet (at all LTE sites)
- BBS Radio Battery Cabinet (at all LTE sites)
- TMR Microwave Cabinet (at sites with microwave)
- BBS Microwave Battery Cabinet (at sites with more than 6 microwave radios)
- MPLS Site Router (at all LTE sites)
- Fiber Network Interface Device (at Fiber Sites)

**EXHIBIT C**  
**SITE PLAN**

**[TO BE PROVIDED IN DRAFT AND THEN AS-BUILT INCORPORATED BY REFERENCE]**

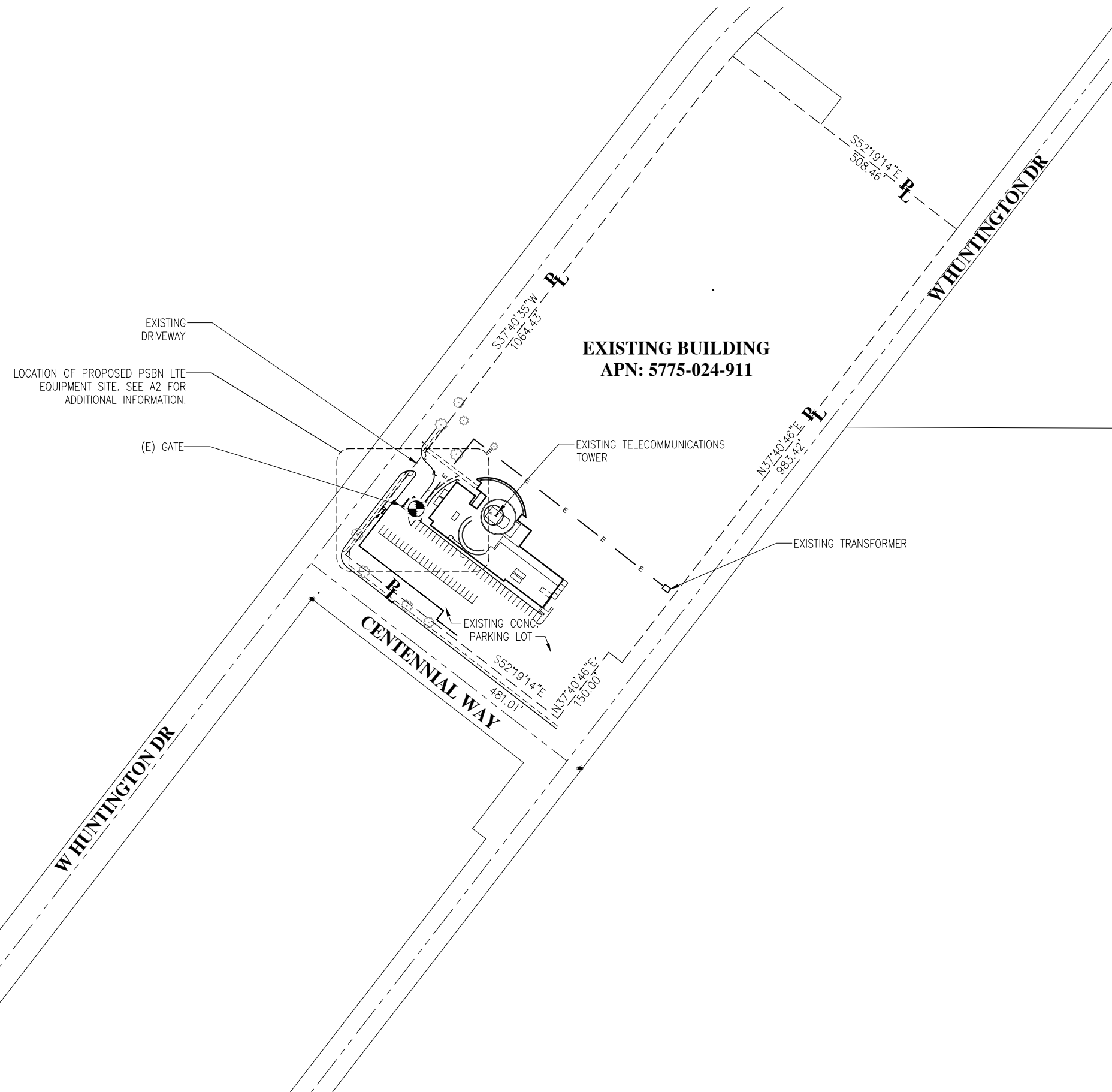


**NOTES:**

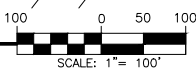
"THE USE OF ROLLED STEEL SECTIONS AND OR BOLTS MANUFACTURED OUTSIDE THE UNITED STATES WILL REQUIRE VERIFICATION THAT THE PRODUCT COMPLIES WITH APPLICABLE ASTM STANDARDS. MILL CERTIFICATION WILL BE REQUIRED FOR ALL STEEL. STEEL GRADE OTHER THAN ASTM-A36 WILL REQUIRE TESTING BY AN APPROVED LABORATORY. ALL FOREIGN BOLTS MUST BE APPROVED BY COUNTY OF LOS ANGELES BUILDING AND SAFETY PRIOR TO THEIR USE."

**GENERAL NOTES:**

1. CONSTRUCTION STAGING AREA TO BE DETERMINED AT PRE CONSTRUCTION WALK WITH LANDLORD & AUTHORITY
2. VERIFY POWER/UTILITY DESIGN PRIOR TO CONSTRUCTION.
3. EXISTING DRAINAGE AND PATTERN TO REMAIN THE SAME.



**01 SITE PLAN & NOTES**  
SCALE: 1"=100'



**GENERAL DYNAMICS  
INFORMATION TECHNOLOGY**

MITCHELL J ARCHITECTURE, INC.  
4885 Ronson Court, Suite N  
San Diego, CA 92111  
858.650.3130 (ph) 858.650.3140 (fax)



Los Angeles Regional Interoperable Communications System

**ARCPD01  
ARCADIA PD**

ISSUED DATE 10-21-14  
CONSTRUCTION RECORD

DRAWN BY EL, RJ, TA, AJ, RP  
CHECKED BY AB

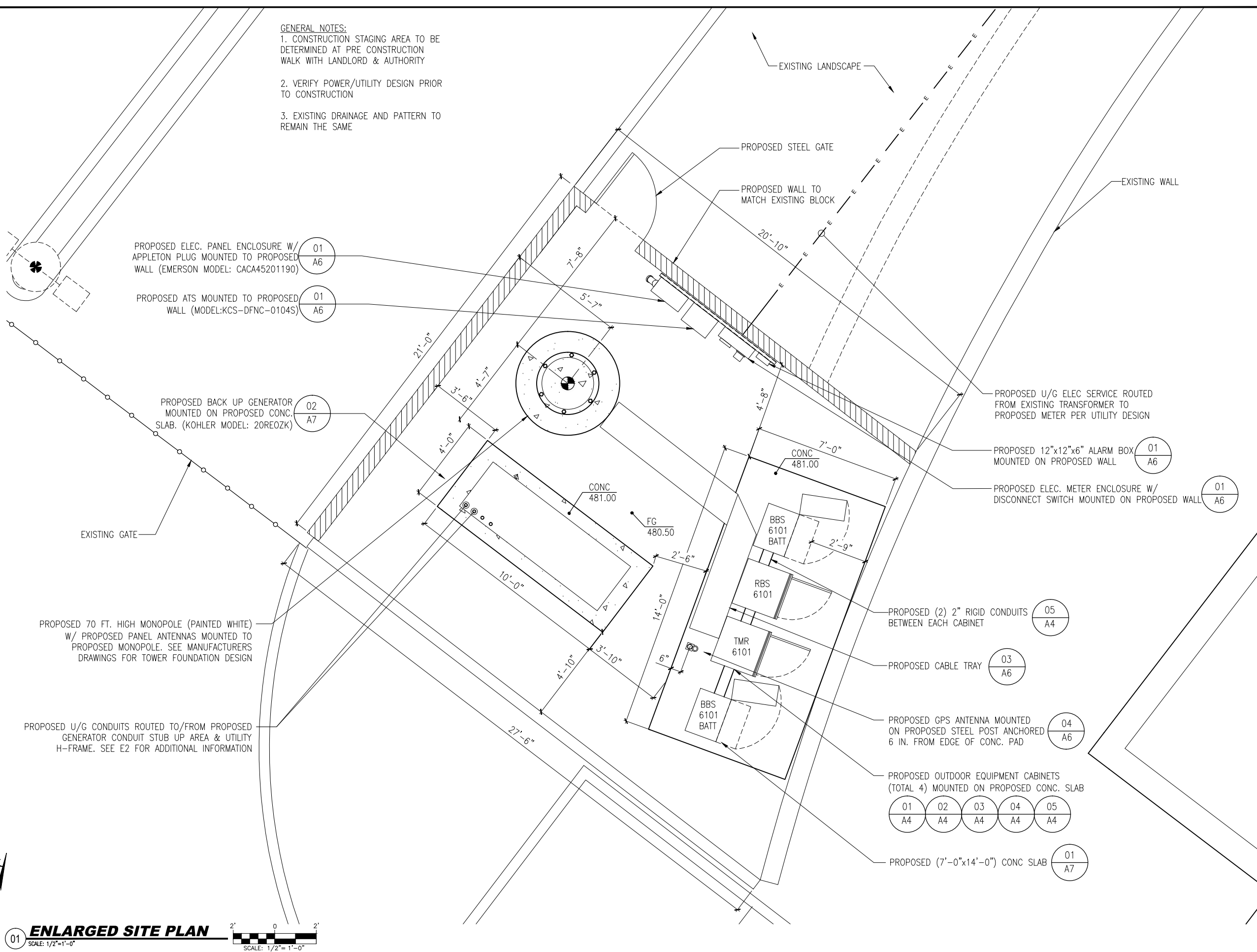
REVISIONS  
**EXHIBIT C**

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**SITE PLAN  
A1**

GENERAL NOTES:  
 1. CONSTRUCTION STAGING AREA TO BE DETERMINED AT PRE CONSTRUCTION WALK WITH LANDLORD & AUTHORITY  
 2. VERIFY POWER/UTILITY DESIGN PRIOR TO CONSTRUCTION  
 3. EXISTING DRAINAGE AND PATTERN TO REMAIN THE SAME



**GENERAL DYNAMICS**  
 INFORMATION TECHNOLOGY

Los Angeles Regional Interoperable Communications System

**ARCPD01**  
**ARCADIA PD**

MITCHELL J ARCHITECTURE, INC.  
 4885 Ronson Court, Suite N  
 San Diego, CA 92111  
 858.650.3130 (ph) 858.650.3140 (fax)

**Mitchell J**  
 ARCHITECTURE

ISSUED DATE 10-21-14  
 CONSTRUCTION RECORD

**EXHIBIT C**

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**ENLARGED SITE PLAN**  
**A2**



# **EXHIBIT D**

## **SITE ACCESS AND USE PROCEDURES**

Access to the LTE Site shall be controlled by the Owner's Police Department. LA-RICS AUTHORITY's Authorized Representatives shall make telephone contact with Police at telephone: 626-574-5150 at least four (4) hours in advance of a visit to gain access. LA-RICS AUTHORITY's Authorized Representatives shall be in uniform and/or wearing a distinctive form of employer identification. LA-RICS AUTHORITY's Authorized Representatives shall present appropriate photo identification and employer identification to Police, and be escorted by Police to the LTE Site. Once escorted to the LTE Site, the LA-RICS AUTHORITY's Authorized Representatives shall have unrestricted access to the communications facility and support structure.

Should LA-RICS require emergency access, LA-RICS shall follow the same procedures as above giving as much advance notice of a visit to Police as practical in the circumstances.

## LTE SITE ACCESS AGREEMENT

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

**BY AND BETWEEN**

**CITY OF AZUSA** a body corporate and politic, hereinafter referred to as "Owner"

**AND**

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

### **RECITALS:**

**WHEREAS**, The LA-RICS AUTHORITY is a joint powers authority established pursuant to a Joint Powers Agreement dated January 2009 ("JPA") for the purpose of coordinating governmental services to establish a wide-area interoperable public safety communications network commonly known as LA-RICS;

**WHEREAS**, Owner owns certain real property described on Exhibit A attached hereto and incorporated herein by reference ("Real Property"); and

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

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

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

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

1. **LTE SITE; LICENSE**

1.01 Owner hereby grants to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from Owner on the terms and conditions set forth herein, a license to enter upon and use a designated portion of the Real Property, and/or a specific facility, such as a tower or building located on the Real Property, (collectively, the "LTE Sites" and each, individually, a "LTE Site"), together with a non-exclusive right to use designated space and easements on the Real Property (i) for pedestrian and/or vehicular ingress to and egress from the LTE Site ("Site Access Space") and (ii) for the installation of utilities serving the LTE Site ("Utilities Space"), all as shown on Exhibit C attached hereto and incorporated herein by this reference, for the Permitted Activities defined in Section 2 hereof.

1.02 The LA-RICS AUTHORITY has personally inspected the LTE Site(s) and the surrounding area and evaluated the extent to which the physical condition thereof will affect its operations. The LA-RICS AUTHORITY, on behalf of itself and its member agencies, the LTE Vendor, the Broadband Vendor and the FirstNet Parties, accepts each LTE Site, Site Access Space and Utilities Space "as-is" and with all faults, in its present physical condition, including its environmental condition, with no duty for either party to investigate. Owner makes no warranty, express or implied, and specifically disclaims all warranties whatsoever, as to the fitness for purpose, condition of or suitability of any LTE Site, Site Access Space, Utilities Space, or the Real Property for the LA-RICS AUTHORITY's intended use or for any purpose; including without limitation its physical condition, including the condition and stability of the soils or groundwater on or under any of the Real Property; or the presence of pollutants, hazardous substances or contaminants therein. Except as otherwise provided in this Agreement, the LA-RICS AUTHORITY agrees that it shall make no demands on Owner for any repair, improvement or alteration of the LTE Site, Site Access Space, Utilities Space or the Real Property, and shall make no claims whatsoever against Owner for costs, damages, or expenses as a result of the condition of any LTE Site, Site Access Space, Utilities Space or the Real Property or for the costs incurred for any remediation or preparation work undertaken to ready the LTE Site or the Real Property for LA-RICS AUTHORITY's use pursuant to this Agreement.

1.03 LA-RICS AUTHORITY hereby acknowledges the title or other legal right of possession of the Owner or its successors in the Real Property and covenants and agrees never to assail, contest, or resist said title. LA-RICS AUTHORITY shall keep the Real Property, LTE Sites, Site Access Space, and Utilities Space free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of LA-RICS AUTHORITY. If any lien is filed, LA-RICS AUTHORITY shall promptly discharge, bond or otherwise secure same to Owner's satisfaction.

1.04 Ownership of the LA-RICS Facility (as defined in Section 2.01) constructed by the LA-RICS AUTHORITY upon each and every site comprising the LTE Site and all alterations, additions or betterments thereto shall be the personal property of the LA-RICS AUTHORITY and not fixtures, and shall remain with the LA-RICS AUTHORITY. The LA-RICS AUTHORITY may remove the LA-RICS Facility or any elements thereof at any time during the term of the Agreement at its sole cost and expense and in compliance with this Agreement, and Owner hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

## 2. **PURPOSE AND USE**

2.01 The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use each LTE Site, Site Access Space and Utilities Space for the installation, operation, maintenance, and repair of a LTE communication facility (including a support structure such as a monopole if described in the exhibits hereto) to be used for public safety purposes. The LA-RICS AUTHORITY and its Authorized Representatives (as defined in Section 13.01 hereof), at its sole expense in accordance with all of the terms and conditions of this Agreement, shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS AUTHORITY's LTE communications system, which typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements listed on Exhibit B attached hereto and incorporated herein by this reference (such LTE system and associated infrastructure, shelters, equipment and related improvements, and other related materials as may be deemed necessary by the LA-RICS AUTHORITY collectively, the "LA-RICS Facility"). Each LTE Site, Site Access Space and Utilities Space shall be used only for the purposes authorized by this Section 2.01, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

2.02 The LA-RICS AUTHORITY shall ensure that all usage of the LTE Site, Site Access Space and Utilities Space hereunder, including without limitation usage by the Authorized Representatives of LA-RICS AUTHORITY, is in compliance with all terms and conditions of this Agreement.

2.03 Nothing contained in this Agreement shall be deemed or construed in any way to limit the Owner's authority to exercise any right or power concerning the utilization of the Real Property including without limitation the LTE Site, Site Access Space and Utilities Space; provided, however, that such Owner authority shall not be exercised in a manner inconsistent with this Agreement.

## 3. **APPROVALS/DESIGN REVIEW**

3.01 The LA-RICS AUTHORITY shall furnish and submit to Owner copies of project plans and specifications (along with any other information reasonably requested by Owner) for the LTE Site at the 50%, 75%, and 100% stages of design development,

for Owner's review and input. LA-RICS AUTHORITY agrees to discuss with Owner the Owner's concerns, if any, regarding the proposed plans.

3.02 Upon the Owner's and LA-RICS AUTHORITY's approval of the final site plan for the LTE Site, such final site plan will be deemed incorporated herein by reference as Exhibit C. Owner and the LA-RICS AUTHORITY acknowledge that the LA-RICS AUTHORITY is a California joint powers authority whose members have specified, pursuant to Section 4.04 of its Joint Powers Agreement and Section 6509 of the California Government Code, that all common powers exercised by the LA-RICS AUTHORITY's Board of Directors shall be exercised in a manner consistent with, and subject to all the restrictions and limitations upon the exercise of such powers, as are applicable to the County of Los Angeles ("County") (i.e., the LA-RICS AUTHORITY has adopted the County's operating mode). Accordingly, Owner and the LA-RICS AUTHORITY agree that the LA-RICS AUTHORITY will comply with the Owner's City Building Code requirements. The parties agree that Owner's concerns will be taken into consideration throughout the LTE Site plan approval process, as described in this Section 3 (Approvals/Design Review) and in Section 8 (Alterations).

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

#### 4. **TERM**

The initial term ("Initial Term") of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and shall terminate on the fifteenth(15th) anniversary of the Commencement Date, unless terminated earlier by: (a) written notice of termination by LA-RICS AUTHORITY; or (b) written notice of termination by Owner pursuant to Section 30 (Default) hereof. If not terminated earlier, at the end of the Initial Term, the Agreement shall automatically renew for one year renewal terms unless and until terminated by written notice of termination by Owner pursuant to Section 30 (Default) hereof or by six (6) months written notice of termination given by either Party.

5. **CONSIDERATION**

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

6. **CONDITIONS PRECEDENT TO INSTALLATION OR ALTERATION OF LA-RICS FACILITY**

6.01 Owner shall have the opportunity to review and provide input, if any, and to approve all project plans and specifications for the LA-RICS AUTHORITY's proposed installation of the equipment comprising the LA-RICS Facility and for any proposed alterations (not including "like-kind" replacements) of the equipment comprising the LA-RICS Facility after LA-RICS AUTHORITY's initial installation of the LA-RICS Facility on the LTE Site. The LA-RICS AUTHORITY shall not commence installation of equipment comprising the LA-RICS Facility or permit any alteration of same on a LTE Site, or any portion thereof, including changes to power outputs or changes in the use of frequencies described in Exhibit B hereto until the Owner has been provided an opportunity to review and has approved the plans and specifications. Such approval shall not be unreasonably denied, delayed or conditioned.

6.02 Owner's review and approval of the plans shall not release the LA-RICS AUTHORITY from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The LA-RICS AUTHORITY shall be responsible for notifying Owner and all other relevant parties immediately upon discovery of such omissions and/or errors.

6.03 The LA-RICS AUTHORITY, prior to commencement of any activity on a LTE Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, will provide Owner evidence that it has complied with all applicable requirements of the California Environmental Quality Act (Pub. Resources Code § 21000 et seq., "CEQA").

7. **INSTALLATION**

7.01 LA-RICS AUTHORITY shall install the LA-RICS Facility at its own expense and risk as approved by Owner in accordance with the terms hereof, including without limitation Section 6.

7.02 LA-RICS AUTHORITY shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices.

7.03 Each component of the LA-RICS Facility shall be clearly identified with LA-RICS AUTHORITY's and, as applicable, member agency, LTE Vendor, Broadband Vendor, and/or FirstNet Party's name, address, telephone number, Federal



Communications Commission (“FCC”) license and frequencies in use. Such identification shall be attached to each component of the LA-RICS Facility in plain view.

7.04 LA-RICS AUTHORITY shall have the right to finance and construct approved equipment and related improvements on the LTE Site at LA-RICS AUTHORITY’s sole cost and expense, except as may be provided otherwise by other agreements.

7.05 Owner shall have the right to inspect the LA-RICS Facility and the LTE Site at any time during and after installation upon not less than 24 hours prior written notice to the LA-RICS AUTHORITY (except in cases of emergency pursuant to Section 14 hereof) and, at LA-RICS AUTHORITY’s option, with the right to require an LA-RICS AUTHORITY representative to accompany Owner during any such inspection of or access to a LTE Site.

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

## 8. ALTERATIONS

8.01 LA-RICS AUTHORITY shall make no renovations, alterations, structural upgrades or other improvements to the LTE Site or the Real Property other than to install, maintain, replace and operate the LA-RICS Facility in accordance with the documentation attached hereto as Exhibits A, B, and C and/or as permitted elsewhere herein, without providing prior written notice to Owner, provided that such renovations, alterations, or improvements shall be consistent with the Permitted Activities set forth in Section 2.01 hereof.

8.02 Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS AUTHORITY shall have the right to: (a) make repairs and replacements of “like-kind” infrastructure, shelters, equipment, and/or related improvements without providing notice to the Owner, and (b) perform any alterations or modifications that may be required pursuant to the Spectrum Manager Lease Agreement between LA-RICS AUTHORITY and the FirstNet Parties dated July 1, 2013 (the “Spectrum Lease Agreement”) or that may be required as a result of FCC rules or regulations, after providing notice to the Owner.

8.03 LA-RICS AUTHORITY agrees to submit to the Owner, for review and approval as required by Section 6 hereof, all plans and specifications, working drawings, and other information reasonably required by the Owner covering proposed alterations by LA-RICS AUTHORITY. All work to be done by LA-RICS AUTHORITY shall be performed in accordance with the plans provided to and approved by Owner and shall, where required, be subject to inspection by Owner's City Building Inspector.

8.04 Upon completion of any alterations at the LTE Site permitted hereunder, LA-RICS AUTHORITY shall provide Owner with updated versions of the As-Builts consistent with the requirements of Section 7.06 hereof.

## 9. **MAINTENANCE**

9.01 Owner shall be responsible for general maintenance of the Real Property, including the LTE Site, but excluding the LA-RICS Facility, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities.

9.02 Following the construction and installation of LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements, LA-RICS AUTHORITY shall thereafter, at its sole cost and expense, perform maintenance, repairs, and like-kind replacements of its equipment comprising the LA-RICS Facility as necessary and appropriate for its ongoing business and has the right to do all work necessary to maintain the LTE Site to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements and as required for LA-RICS AUTHORITY's operations of the LA-RICS Facility at the LTE Site.

9.03 The LTE Site shall be kept neat and clean by LA-RICS AUTHORITY and ready for normal use by Owner and other users. Should LA-RICS AUTHORITY fail to accomplish this, following fourteen (14) days' written notice from Owner, Owner may perform the work and LA-RICS AUTHORITY shall pay the cost thereof upon written demand from Owner.

## 10. **CONSTRUCTION & MAINTENANCE STANDARDS**

10.01 Installation, operation and maintenance activities by LA-RICS AUTHORITY on the LTE Site, Site Access Space and Utilities Space shall be performed in a neat and workmanlike manner and shall at all times comply in all respects to the statutes, laws, ordinances and regulations of any governmental authority having jurisdiction which are applicable to the installation, construction, operation and maintenance activities of LA-RICS AUTHORITY under this Agreement, including but not limited to the Owner's City Building Code.

10.02 LA-RICS AUTHORITY shall remove any debris anywhere on the Real Property resulting from installation, maintenance, operation and construction on the LTE Site by LA-RICS AUTHORITY or its Authorized Representatives. In the event that LA-RICS AUTHORITY fails to remove such debris from the Real Property, Owner shall

provide written notice to LA-RICS AUTHORITY and allow LA-RICS AUTHORITY fourteen (14) days after receipt of notice to remove such debris. After the expiration of such ten-day period, Owner shall cause such debris to be removed and invoice LA-RICS AUTHORITY for the reasonable costs of said removal.

10.03 LA-RICS AUTHORITY shall be responsible for the timely repair of all damage to the LTE Site or the Real Property or the repair or replacement of damaged or destroyed personal property of the Owner or third parties caused by the activities of LA-RICS AUTHORITY or its Authorized Representatives. Should LA-RICS AUTHORITY fail to promptly make such repairs or replacements after 30 days written notice from Owner, Owner may have repairs or replacements made and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by Owner.

## 11. **OTHER OPERATIONAL RESPONSIBILITIES**

11.01 As applicable, LA-RICS AUTHORITY and its Authorized Representatives (as defined in Section 13.01) shall:

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

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

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

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

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

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

11.04 Illegal Activities. LA-RICS AUTHORITY and its Authorized Representatives shall not knowingly permit any illegal activities to be conducted upon the LTE Site or the Real Property.

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

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

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

## 12. **RELOCATION**

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

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

(b) Owner shall pay all costs incurred by LA-RICS AUTHORITY for relocation of LA-RICS AUTHORITY's equipment from the LTE Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LTE Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as

that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY's use of the Alternate Site;

(c) Owner shall give LA-RICS AUTHORITY at least six (6) months written notice before requiring relocation; and

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

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

(a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LTE Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment; (iv) does not interfere with the current or planned future use of the Real Property by the Owner or by the Owner's other licensees, lessees, invitees or other users.

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

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

### 13. **ACCESS TO LTE LTE SITE**

13.01 LA-RICS AUTHORITY, and its Authorized Representatives (as defined herein) shall be allowed access over, through and across the Real Property, at its sole risk and expense, for ingress to and egress from the applicable LTE Site twenty-four (24) hours per day, seven (7) days per week in accordance with the Site Access and Use Procedures specified by Owner and attached hereto as Exhibit D. For purposes hereof, "Authorized Representatives" shall mean only authorized employees of the LA-RICS AUTHORITY, properly authorized contractors of the LA-RICS AUTHORITY or persons under their direct supervision. Owner hereby acknowledges that Authorized Representatives of the LA-RICS AUTHORITY include its member agencies, the LTE

Vendor, and the FirstNet Parties. The LA-RICS AUTHORITY shall provide Owner with advance notice of all of its representatives or agents who are Authorized Representatives pursuant to this Section.

13.02 LA-RICS AUTHORITY acknowledges and agrees that occasions may arise requiring the LA-RICS AUTHORITY to share in the cost of cleaning up of mud-slide debris or other debris, and restoring the Site Access Space to its original accessible condition after a storm or heavy rainfall or other severe weather event or natural disaster. LA-RICS AUTHORITY hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from Owner, and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to LA-RICS AUTHORITY by Owner upon at least thirty (30) days' notice. Notwithstanding the foregoing, the LA-RICS AUTHORITY's financial burden pursuant to this Section shall not exceed five thousand dollars (\$5,000) per incident.

#### 14. **EMERGENCY ACCESS BY OWNER**

14.01 The Owner and its authorized agents may access the LTE Site at any time for the purpose of inspection and/or for making emergency improvements or repairs to the LTE Site or to interrupt or terminate LA-RICS AUTHORITY's transmission(s) from the LTE Site or electrical supply to the LTE Site, should LA-RICS AUTHORITY be unable or unwilling to respond to Owner's request to take immediate action to correct any deficiency which threatens Owner's operation on the LTE Site or on the Real Property, provided that Owner shall endeavor to provide a 24-hour prior notice to LA-RICS AUTHORITY and shall access the LTE Site in the presence, if possible, of an LA-RICS AUTHORITY representative, if provided by LA-RICS AUTHORITY.

14.02 Notwithstanding the foregoing, Owner shall not be required to provide notice to LA-RICS AUTHORITY prior to entering the LTE Site and taking any of the actions described in Section 14.01 due to an emergency. Owner shall use its best efforts to minimize any inconvenience or disturbance to LA-RICS AUTHORITY when entering the LTE Site and Owner shall notify LA-RICS AUTHORITY of such entry and/or actions pursuant to Section 14.01 as soon as reasonably practicable after such entry or actions have been undertaken by Owner.

14.03 LA-RICS AUTHORITY shall reimburse Owner within thirty (30) days of receipt of Owner's written request for Owner's actual costs to correct any deficiency that is corrected by Owner pursuant to this Section.

14.04 LA-RICS AUTHORITY AGREES NOT TO HOLD OWNER RESPONSIBLE OR LIABLE FOR AND SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY DAMAGE, LOSS, CLAIM OR LIABILITY OF ANY NATURE SUFFERED AS A RESULT OF THE LOSS OF THE USE OF THE LA-RICS FACILITY OR OTHER FACILITIES AT THE LTE SITE OR OTHERWISE AFFECTED BY THE EMERGENCY ACTIONS TAKEN BY OWNER.

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

15.01 LA-RICS AUTHORITY acknowledges that there are pre-existing radio frequency uses on the Real Property including governmental public safety (police) radio frequency uses and warrants that its use of the LTE Site(s) including use by any of the LA-RICS AUTHORITY or its Authorized Representatives will not interfere with those pre-existing radio frequency uses on the Real Property, as long as the pre-existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

15.02 For the purposes of this Agreement, “interference” may include, but is not limited to: (a) any use by any party or by any third party granted rights by the Owner on the Real Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the communication facility or the LA-RICS Facility; or (b) any use by LA-RICS AUTHORITY or its Authorized Representatives on the Real Property that causes electronic or physical obstruction with, or degradation of, the communications signals from pre-existing radio frequency uses on the Real Property.

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

15.04 In addition to the pre-existing uses identified in Section 15.01, LA-RICS AUTHORITY agrees that Owner may grant the use of any portions of the Real Property to any third party for the purpose of installing communications transmitting equipment, so long as such uses do not conflict or interfere with LA-RICS AUTHORITY’s operations as provided for pursuant to this Agreement. Any third party granted rights by the Owner shall be required to comply with all applicable noninterference rules of the FCC.

15.05 In addition to the pre-existing uses identified in Section 15.01, Owner reserves the right, at its expense, to install on the Real Property, including without limitation within the LTE Site, its own communications shelter, telecommunication equipment, and tower space for telecommunications and/or microwave (collectively, the “Owner Facilities”) so long as the installation of said Owner Facilities does not interfere with LA-RICS AUTHORITY’s operations. LA-RICS AUTHORITY and Owner agree to make commercially reasonable efforts to resolve any radio frequency interference issues with equipment, transmission or reception caused by the installation of the Owner Facilities.

**15.06 Interference With Public Safety Systems.** In the event of any interference with Owner Facilities that are used for Public Safety such as Police or Fire Department, CWIRS, Paramedic or LAnet systems, or any future public safety-related systems, which is caused by LA-RICS AUTHORITY's equipment or operations, LA-RICS AUTHORITY shall be immediately notified by Owner of such interference. LA-RICS AUTHORITY will make commercially reasonable efforts to cause any such interference to cease within twenty-four (24) hours after receipt of notice of interference from Owner. In the event any such interference with pre-existing Public Safety Systems does not cease within the aforementioned cure period, LA-RICS AUTHORITY shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. In the event any such interference with any Public Safety Systems that were installed or modified after the LA-RICS Facility does not cease within the aforementioned cure period, LA-RICS AUTHORITY and Owner agree to cooperatively make commercially reasonable efforts to resolve any radio frequency interference issues or to determine which communications system, if any, must cease operations pending such resolution.

**15.07 Interference With Non-Public Safety Systems.** In the event LA-RICS AUTHORITY's operations or equipment causes interference with non-public safety-related systems of Owner or any other duly authorized occupant of the Real Property, written notice of such interference shall be provided to LA-RICS AUTHORITY. LA-RICS AUTHORITY will cause any such interference to cease within seventy-two (72) hours after receipt of notice of interference from Owner. In the event any such interference with pre-existing non-public safety-related systems does not cease within the aforementioned cure period, LA-RICS AUTHORITY shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. In the event any such interference with any non-public safety-related systems that were installed or modified after the LA-RICS Facility does not cease within the aforementioned cure period, LA-RICS AUTHORITY and Owner agree to cooperatively make commercially reasonable efforts to resolve any radio frequency interference issues.

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

**15.09 Compliance With Law.** LA-RICS AUTHORITY is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as applicable rules and/or regulations of any other federal or state agency (including without limitation the Occupational Safety and Health Administration ("OSHA") having jurisdiction over the installation, operation, maintenance and/or working conditions involving RF emissions and/or safety and work standards



performed on or near communications towers and antenna-licensed premises. LA-RICS AUTHORITY agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation, and maintenance of its own equipment and for repairs to its own equipment at the LTE Site. LA-RICS AUTHORITY will immediately remedy its operations to comply with such applicable laws, rules and regulations as they apply to its operations, individually and in the aggregate, with all applicable FCC and other applicable governmental RF emissions standards, but shall only be liable for any violations of such applicable standards to the extent arising solely from LA-RICS AUTHORITY's equipment alone and not in combination with others. Where LA-RICS AUTHORITY's equipment, in combination with other, exceed or violates such standards, LA-RICS AUTHORITY shall reasonably cooperate with Owner and with other relevant parties to mitigate such violations in a timely manner.

16. **UTILITIES**

16.01 LA-RICS AUTHORITY shall, at its sole cost and expense, cause the installation of any utility service line including electrical supply and telephone lines in the Utilities Space required by or for the conduct of the Permitted Activities. The utilities shall be separately metered and LA-RICS AUTHORITY shall be responsible for the payment of all charges for use of utilities necessary for the operation of the LA-RICS Facility on the LTE Site.

16.02 If such separately metered utilities installation is not feasible, as determined by Owner, LA-RICS AUTHORITY acknowledges and agrees that LA-RICS AUTHORITY nonetheless shall be responsible for any and all costs of utilities used by LA-RICS AUTHORITY, which costs will be invoiced by Owner and paid by LA-RICS AUTHORITY within thirty (30) days of its receipt of such invoice.

17. **HOLD HARMLESS AND INDEMNIFICATION**

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

17.02 Owner agrees to indemnify, defend, save and hold harmless LA-RICS AUTHORITY and its member agencies, agents, elected and appointed officers, employees, and contractors from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature

whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with the negligence or willful misconduct of Owner and/or its agents, elected and appointed officers, employees, and contractors in connection with the performance of Owner's obligations hereunder.

18. **INSURANCE**

18.01 Without limiting LA-RICS AUTHORITY's obligations to Owner, LA-RICS AUTHORITY shall provide and maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the Owner's Risk Manager, and evidence of such programs satisfactory to the Owner Risk Manager in the form of an endorsement to LA-RICS AUTHORITY's general liability policy adding the Owner as an additional insured and a Certificate of Insurance evidencing all of the coverage required and their respective limits, shall be delivered to Traci Bailey HR & Risk Management Analyst at 213 E. Foothill Blvd. Azusa, CA 91702 on or before the effective date of this Agreement. Such endorsement and Certificate of Insurance shall specifically identify this Agreement and shall contain express conditions that Owner is to be given written notice at least thirty (30) days in advance of any modification or termination of any provisions of insurance and shall name the Owner as an additional insured (except for the Workers' Compensation Insurance).

(a) General Liability. A program of insurance which shall be primary to and not contributing with any other insurance maintained by Owner and shall include, but not be limited to:

(1) Commercial General Liability. insurance written on ISO policy form CG 00 01 or its equivalent which may be provided in conjunction with excess or umbrella liability coverage to achieve the required limits. Policy shall be endorsed to name the Owner as an additional insured. Total limits shall be no less than:

|  |             |
|--|-------------|
| General Aggregate:                       | \$5 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury:         | \$1 million |
| Per occurrence                           | \$5 million |

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

(b) Workers Compensation. If applicable, a program of workers' compensation insurance in an amount and form to meet all applicable requirements of the labor code of the State of California, and which specifically covers all persons

providing services on behalf of LA-RICS AUTHORITY and all risks to such persons under the Agreement.

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

(c) Commercial Property Insurance. Such coverage shall:

(1) Provide coverage for Owner's property, and any improvements and betterments; This coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), including Ordinance or Law Coverage, flood, and Business Interruption equal to two (2) years annual rent;

(2) Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value whichever is less. Insurance proceeds shall be payable to the Owner and LA-RICS AUTHORITY as their interests may appear and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the Agreement.

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

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

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

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

The Products/Completed Operations coverage shall continue to be maintained in the amount indicated above for at least ten (10) years from the date the Project is completed and accepted by the LA-RICS AUTHORITY and the Owner if required.

(3) Automobile Liability. Such coverage shall be written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million combined single limit for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Such insurance shall cover liability arising out of LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

(4) Professional Liability. Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the LA-RICS AUTHORITY's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$1 million per claim and \$5 million in aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.

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

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

18.03 Failure to Maintain Coverage. Failure on the part of LA-RICS AUTHORITY or its contractors to procure or maintain the required program(s) of insurance, or to provide evidence of insurance coverage acceptable to Owner, shall constitute a material breach of contract upon which Owner may immediately terminate this Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by Owner shall be repaid by LA-RICS AUTHORITY to Owner upon demand. Use of the LTE Site shall not commence until LA-RICS AUTHORITY has complied with the aforementioned insurance requirements, and shall be suspended during any period that LA-RICS AUTHORITY fails to maintain said insurance policies in full force and effect.

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

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

18.06 Separation of Insureds. All insurance to be provided herein shall include a "separation of insureds" clause and shall apply separately to each insured and additional insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. No policy shall contain any provision or exclusion (including a "cross-liability" or similar exclusion) that in effect would prevent, bar, or otherwise preclude any insured or additional insured under the policy from making a claim that would otherwise be covered by such policy on the grounds that the claim is brought by an insured or additional insured against an insured or additional insured under the policy.

18.07 Endorsement Forms Required. Endorsements adding additional insureds to required policies shall provide the broadest coverage available, but for general liability insurance no less coverage than the Insurance Services Office form CG 20 10 and the CG 20 37 with no limitations or exclusions with respect to "products/completed operations" coverage for additional insureds.

18.08 Enforcement of Agreement Provisions (non estoppel). LA-RICS acknowledges and agrees that any actual or alleged failure on the part of the Owner to inform LA-RICS of non-compliance with any requirement imposes no additional obligations on the Owner nor does it waive any rights hereunder.

18.09 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required hereunder are minimum requirements and are not intended

to limit LA-RIC's indemnification obligations nor do the indemnity obligations limit the rights of the insured parties to the coverage afforded by their insured status. Requirements of specific coverage features or limits are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

18.10 Evidence of Insurance. Concurrently with LA-RICS' execution hereof or on such later date on which coverage is to be provided hereunder, LA-RICS shall deliver to the Owner certificates of insurance and endorsements providing the required additional insured status on general, excess, and pollution liability policies. The evidence provided must be adequate to allow the Owner to determine if all insurance requirements have been met. The Owner shall have no duty to pay or perform under the Agreement until such evidence of insurance, in compliance with all requirements of this Insurance Section has been provided. LA-RICS shall promptly deliver to the Owner evidence of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverages for the terms specified herein. Such evidence shall be delivered to the Owner not less than seven (7) days prior to the expiration date of any policy, or such shorter period as approved in advance by the Owner.

## 19. TAXES

19.01 LA-RICS AUTHORITY and Owner agree that this is a license and not a lease and no real estate interest is being conveyed herein. Nonetheless, LA-RICS AUTHORITY acknowledges that a possessory interest (as defined in California Revenue and Taxation Code Section 107) in the LTE Site may be created by this Agreement and LA-RICS AUTHORITY may be subject to property taxation if such possessory interest is created.

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

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

19.04 Owner reserves the right to pay any such tax, assessment, fees or charges, and all monies so paid by Owner shall be repaid by LA-RICS AUTHORITY to Owner upon demand.

20. **NOTICES**

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

LA-RICS AUTHORITY  
2525 Corporate Place, Second Floor

Monterey Park, California 91754

ATTN: Executive Director, Patrick Mallon

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

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

Azusa Police Department  
Chief Sam Gonzalez  
725 N. Alameda Ave.  
Azusa, CA 91702  
sgonzalez@ci.azusa.ca.us

with a copy to

City Attorney  
Best Best & Krieger LLP  
18101 Von Karman Ave  
Suite 1000  
Irvine, CA 92612  
Marco.martinez@bbklaw.com

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

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

21. **LA-RICS FACILITY REMOVAL**

21.01 LA-RICS AUTHORITY shall remove all of its LA-RICS Facility and personal property and improvements from the LTE Site and the Real Property and

restore the LTE Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, within sixty (60) days of the expiration or termination of this Agreement for any reason. If weather conditions or lack of access to the LTE Site render the timely removal of LA-RICS AUTHORITY's property impossible, then LA-RICS AUTHORITY shall have sixty (60) days from the earliest date on which access is possible in which to comply with this provision.

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

## 22. **INDEPENDENT STATUS**

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

## 23. **AMENDMENT**

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

## 24. **ASSIGNMENT**

24.01 This Agreement may not be sublicensed, assigned or transferred by LA-RICS AUTHORITY without the written approval or consent of the Owner, which consent may not be unreasonably withheld or conditioned, except that the LA-RICS AUTHORITY may sublicense this Agreement to any of its member agencies, FirstNet or grant funding agencies with prior notice but without such approval or consent of the Owner.

24.02 No change of membership of LA-RICS AUTHORITY shall constitute an assignment, sublicense or transfer hereunder.



24.03 To request the Owner's consent to such sublicense, assignment or transfer, LA-RICS AUTHORITY shall first deliver to the Owner:

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

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

24.05 In the case of an assignment or transfer, the proposed instrument shall include a written assumption by the transferee/assignee of all obligations of LA-RICS AUTHORITY under the Agreement requiring the transferee/assignee to perform the full obligations of the LA-RICS AUTHORITY under this Agreement and to cure, remedy or correct any event of default existing at the time of such assignment or transfer in a manner satisfactory to the Owner. Unless specified in the consent, the Owner's consent to such assignment or transfer shall not operate to release or discharge the LA-RICS AUTHORITY from its liabilities and obligations arising under the Agreement.

24.06 In the case of a sublicense, the proposed instrument shall specifically include provisions that the sublicensee shall comply with and be subject to all of the terms, covenants and conditions of this Agreement, and that the sublicensee shall be prohibited from further sublicensing, and that LA-RICS AUTHORITY shall remain fully liable for the performance of its and its sublicensees' obligations under the Agreement.

24.07 If LA-RICS AUTHORITY installs a support structure such as a monopole for its communications facility, and if such support structure is capable of collocating additional facilities, Owner shall have the exclusive right to collocate facilities for its own use and to lease or license the use of collocation space on the LA-RICS AUTHORITY's support structure to a third party or parties, based on terms negotiated by Owner and the third party or parties (if applicable). Owner may collocate communications facilities (such as radio antennas) or other facilities (such as closed circuit television cameras or light fixtures) on the LA-RICS AUTHORITY's support structure for its own use after providing 10 business days advance written notice to LA-RICS AUTHORITY, provided that such collocation may not interfere with any of LA-RICS AUTHORITY's Permitted Activities hereunder. Owner shall notify LA-RICS AUTHORITY in advance of entering into any such collocations with third parties by providing a copy of the proposed lease or license agreement to LA-RICS AUTHORITY for its approval which approval may only be denied or conditioned if and to the extent necessary for LA-RICS AUTHORITY not to

violate any grant-related restrictions. If LA-RICS AUTHORITY does not provide to Owner a denial or conditional approval in writing with 30 days of receipt of the proposed lease or license agreement, the proposed lease or license agreement shall be deemed approved without conditions. The lease or license with third parties shall specifically include a requirement that any third-party use of the support structure shall not interfere with LA-RICS AUTHORITY's Permitted Activities under this Agreement. The parties agree that any revenues generated by such third-party leases or licenses by Owner shall be retained by Owner. Notwithstanding the foregoing, Owner and the LA-RICS AUTHORITY may agree to a reasonable sum intended to compensate LA-RICS AUTHORITY for its operational, administrative and other costs associated with third-party use of the LA-RICS AUTHORITY support structure, if any.

25. **SUBORDINATION AND NON-DISTURBANCE**

25.01 Owner shall use commercially reasonable efforts to obtain, not later than 30 days following a request by LA-RICS AUTHORITY, a Non-Disturbance Agreement, as defined below, from its existing mortgagees, ground lessors and master lessors, if any, of the Real Property. At Owner's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "Mortgage") by Owner which from time to time may encumber all or part of the Real Property; provided, however, as a condition precedent to LA-RICS AUTHORITY being required to subordinate its interest in this Agreement to any future Mortgage covering the Real Property, Owner shall obtain for LA-RICS AUTHORITY's benefit a non-disturbance and attornment agreement in a form reasonably satisfactory to LA-RICS AUTHORITY and containing at a minimum the terms set forth hereinbelow ("Non-Disturbance Agreement"), and shall recognize LA-RICS AUTHORITY's right to remain in occupancy of and have access to the LTE Site as long as LA-RICS AUTHORITY is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchase of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Real Property, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, (b) fulfill Owner's obligations under this Agreement, and (c) promptly cure all of the then-existing Owner defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers.

25.02 In return for such Non-Disturbance Agreement, LA-RICS AUTHORITY will execute an agreement for the Lender's benefit in which LA-RICS AUTHORITY: (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of the Lender, (ii) agrees to attorn to Lender if Lender becomes the owner of the Real Property, and (iii) agrees to accept a cure by Lender of any of Owner's defaults, provided such cure is completed within the deadline applicable to Owner.

26. **CONDEMNATION**

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

27. **DEFAULT**

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

27.02 In the event that LA-RICS AUTHORITY fails to cure a default within sixty (60) days or as otherwise provided in this Section, Owner may: (a) cure the default and invoice LA-RICS AUTHORITY for all costs reasonably incurred in effecting such cure, or (b) terminate this Agreement upon written notice to LA-RICS AUTHORITY, take possession of the LTE Site and remove all LA-RICS AUTHORITY's improvements located thereon.

27.03 In the event of a default hereunder by Owner, LA-RICS AUTHORITY shall provide written notice thereof to Owner. Owner shall have sixty (60) days from the date

of said notice in which to cure the default, provided that Owner shall have such extended period beyond sixty (60) days as may be required if the nature of the cure is such that it reasonably requires more than sixty (60) days and Owner has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. LA-RICS AUTHORITY may not maintain any action or effect any remedies for default against Owner unless and until Owner has failed to cure a default within the time periods set forth in this Section.

27.04 In the event that Owner fails to cure a default within sixty (60) days or as otherwise provided in this Section, LA-RICS AUTHORITY may: (a) cure the default and invoice Owner for all costs reasonably incurred by LA-RICS AUTHORITY in effecting such cure, or (b) terminate this Agreement upon written notice to Owner.

## 28. **WAIVER**

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

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

## 29. **HAZARDOUS MATERIALS**

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

29.02 LA-RICS AUTHORITY shall, within twenty-four (24) hours of the discovery by it of the presence of, or suspected presence any hazardous substances on, under, about or within the Real Property, give written notice to Owner.

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

29.04 Except as expressly provided in this Section 29, Owner shall have no liability whatsoever to LA-RICS AUTHORITY or any indemnification obligations in respect of any pre-existing environmental conditions or hazardous substances on, under, about or within the Real Property as of the effective date of this Agreement.

**30. DAMAGE OR DESTRUCTION; FORCE MAJEURE**

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

30.02 Should any matter or condition beyond the control of the parties, such as war, public emergency, calamity, fire, earthquake, flood or act of God prevent performance of this Agreement by either party, such party shall be relieved of the performance of such obligations during the time period of the event.

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

**31. AUTHORIZATION WARRANTY**

The parties hereto represent and warrant that the person executing this Agreement for each of them is an authorized agent who has actual authority to bind

such party to each and every term, condition, and obligation of this Agreement and that all requirements of such party have been fulfilled to provide such authority.

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

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

**33. COMPLIANCE WITH APPLICABLE LAW**

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

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

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

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

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

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

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

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

35. **NON EXCLUSIVITY**

Nothing herein is intended or shall be construed as creating any exclusive arrangement with LA-RICS AUTHORITY. This Agreement shall not restrict the Owner from entering into similar, equal or like arrangements with other entities.

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

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

37. **CONFIDENTIAL INFORMATION; PUBLIC RECORDS ACT**

37.01 "Confidential Information" means any information that is disclosed in written, graphic, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being 'trade secret' or 'proprietary' or 'confidential'. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving party; is already known to the receiving party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing party.

37.02 The parties will use reasonable efforts to avoid sharing Confidential Information with each other. However, during the term of this Agreement, the parties may provide each other with Confidential Information. Each party will: (i) maintain the confidentiality of the other party's Confidential Information and not disclose it to any third

party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; (ii) restrict disclosure of the Confidential Information to its employees who have a “need to know” and not copy or reproduce the Confidential Information; (iii) take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and (iv) use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

37.03 The parties acknowledge that each is a public agency that is subject to document requests pursuant to the California Public Records Act and Freedom of Information Act (collectively, the “Acts”). If a party receives a request under the Acts for any records which would constitute Confidential Information received by it from the disclosing party, such party shall notify the disclosing party within five (5) business days and to the extent allowed by law, shall apply exceptions to disclosure of the Confidential Information that are applicable under the Acts. If a suit is filed by a member of the public with respect to any such request, the party named in the suit will cooperate in any action to intervene filed by the disclosing party seeking to protect the Confidential Information from public disclosure. Notwithstanding any provision in this Agreement to the contrary, the disclosing party will indemnify and hold harmless the other party for any and all costs and attorney fees awarded to a prevailing plaintiff arising out of or related to a suit which result from the party’s actions, taken at disclosing party’s request, in compliance with this provision in protecting the Confidential Information from public disclosure. Such reimbursement by the disclosing party shall be made within thirty days after receipt of the other party’s invoice evidencing same.

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

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

**39. LA-RICS AUTHORITY’S STAFF AND EMPLOYMENT PRACTICES**

39.01 LA-RICS AUTHORITY shall designate one member of its staff as an Operations Manager with whom the Owner may deal with on a daily basis. Any person selected by LA-RICS AUTHORITY as an Operations Manager shall be fully acquainted



with LA-RICS AUTHORITY's operation, familiar with the terms and the conditions prescribed therefore by this Agreement, and authorized to act in the day-to-day operation thereof.

39.02 LA-RICS AUTHORITY shall establish an identification system for each of its personnel assigned to service the LTE Site, including Authorized Representatives defined in Section 13.01, that clearly indicates the name of the person, and the entity for whom the person works. The identification system shall be furnished at LA-RICS AUTHORITY expense and may include appropriate uniform attire and name badges as routinely maintained by LA-RICS AUTHORITY.

40. **NON-AVAILABILITY OF FUNDING**

The Owner and LA-RICS AUTHORITY hereby acknowledge and agree that LA-RICS AUTHORITY's performance of its obligations under this Agreement is subject to the continuing availability of federal grant funds or other funding sources for the LA-RICS Project. This Agreement may be terminated by LA-RICS AUTHORITY (and the LA-RICS Facility removed from the LTE Site in accordance with Section 21 hereof) upon a loss or reduction of federal grant funds or other applicable funding sources.

41. **BANKRUPTCY**

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

42. **SUCCESSORS AND ASSIGNS**

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

43. **SEVERABILITY**

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

44. **INTERPRETATION**

Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and

neuter genders shall be deemed to include the others; (iii) “or” is not exclusive; and (iv) “includes” and “including” are not limiting.

45. **ENTIRE AGREEMENT**

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

[signature page to follow]

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

THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

CITY OF AZUSA

A California Joint Powers Authority

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

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

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

RICHARD D. WEISS  
Acting County Counsel

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

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

# EXHIBIT A

## REAL PROPERTY DESCRIPTION

PARCEL 31 THROUGH 49 IN THE MAP OF AZUSA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 15, PAGES 96 THROUGH 95, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

**Assessor's Parcel No.**  
8608-026-900

| Site ID | Facility Name | Organization              | Address Line      | City  | Zip Code | Parcel Owner  |
|---------|---------------|---------------------------|-------------------|-------|----------|---------------|
| AZPD001 | Azusa PD      | City of Azusa Police Dept | 725 N Alameda Ave | Azusa | 91702    | City of Azusa |

# **EXHIBIT B**

## **EQUIPMENT LIST**

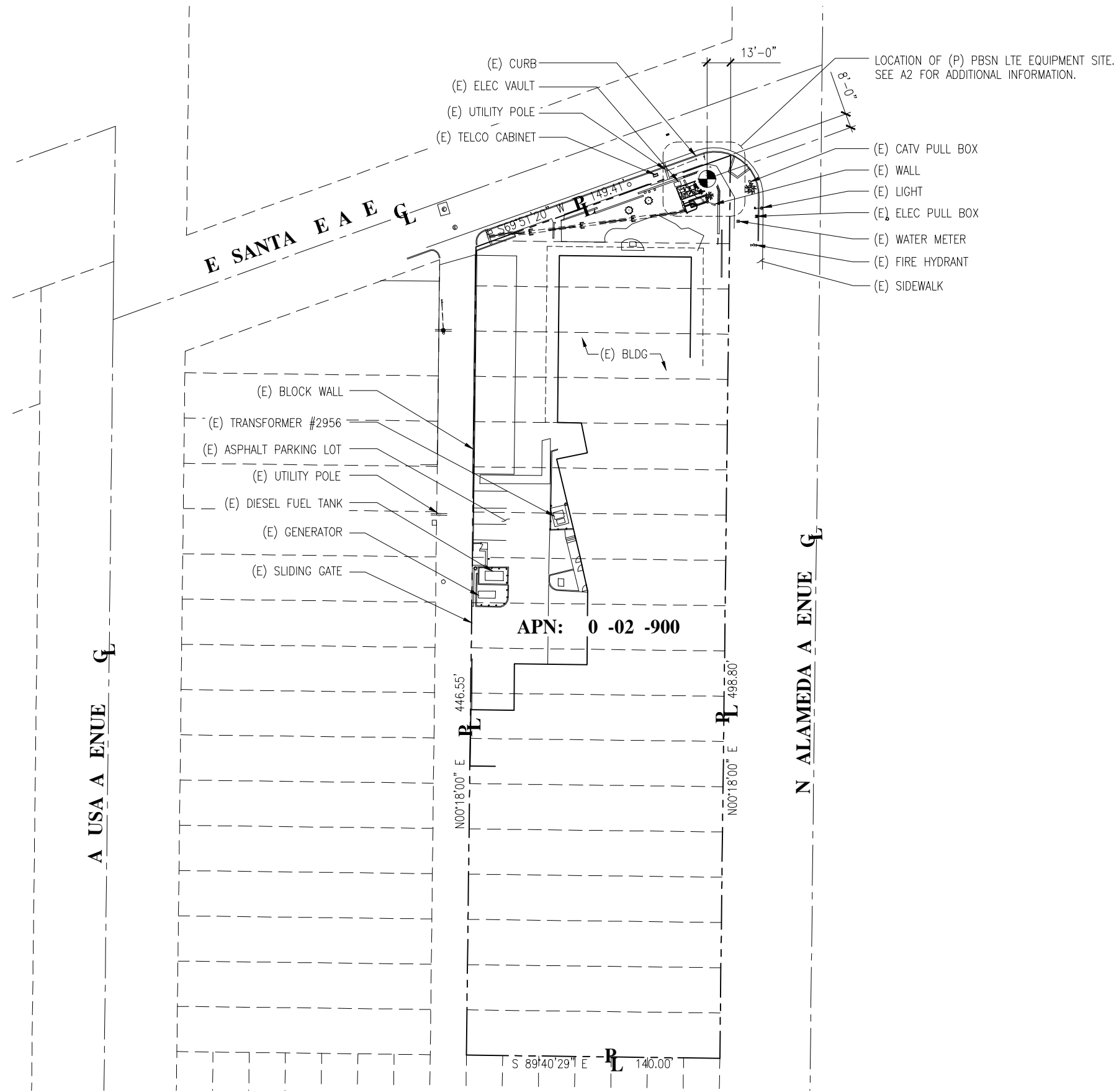
**City of Azusa Police Dept – AZPD001**

- Monopole Tower
- Tower Light Kits (where required by FAA)
- Antenna Support Hardware
- LTE Antennas and line
- Microwave Dishes
- Generator & Fuel
- Automatic Transfer Switch
- Electrical H-Frame
- Equipment Pad
- RBS Radio Cabinet (at all LTE sites)
- BBS Radio Battery Cabinet (at all LTE sites)
- TMR Microwave Cabinet (at sites with microwave)
- BBS Microwave Battery Cabinet (at sites with more than 6 microwave radios)
- MPLS Site Router (at all LTE sites)
- Fiber Network Interface Device (at Fiber Sites)

**EXHIBIT C**  
**SITE PLAN**

**[TO BE PROVIDED IN DRAFT AND THEN AS-  
BUILT INCORPORATED BY REFERENCE]**

- NOTES:  
 1. CONSTRUCTION STAGING AREA TO BE DETERMINED AT PRE CONSTRUCTION WALK WITH LANDLORD & AUTHORITY  
 2. VERIFY POWER/UTILITY DESIGN PRIOR TO CONSTRUCTION.



**MOTOROLA SOLUTIONS**

**GENERAL DYNAMICS INFORMATION TECHNOLOGY**

Los Angeles Regional Interoperable Communications System

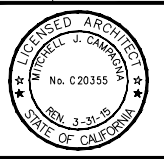
A PD001  
 A USA PD

MITCHELL J ARCHITECTURE, INC.  
 4885 Ranson Court, Suite N  
 San Diego, CA 92111  
 858.650.3130 (ph) 858.650.3140 (fax)



SET ISSUED FOR REVIEW 08-26-14  
 2ND REVIEW  
 CONSTRUCTION RECORD

**EXHIBIT C**



**SITE PLAN**

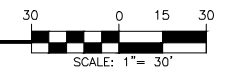
**A1**

**AGENDA ITEM 10 - ATTACHMENT A**

PSBN-AZPD001-A1

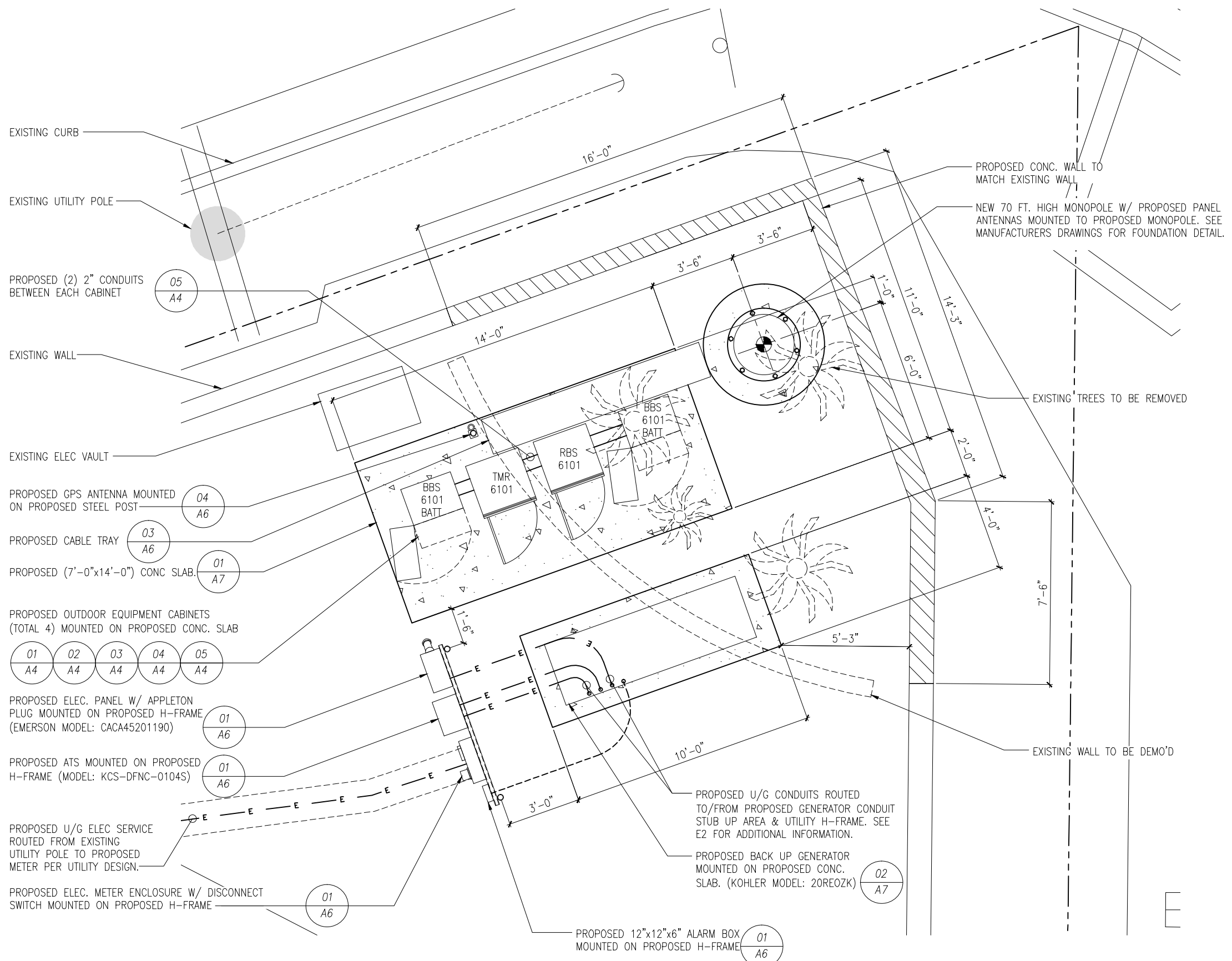


**01 SITE PLAN & NOTES**



NOTE: ALL INFORMATION IS SUBJECT TO FIELD VERIFICATION. ALL INFORMATION IS CONFIDENTIAL AND NOT FOR PUBLIC DISTRIBUTION WITHOUT EXPRESS CONSENT OF THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEMS AUTHORITY.

- NOTES:  
 1. CONSTRUCTION STAGING AREA TO BE DETERMINED AT PRE CONSTRUCTION WALK WITH LANDLORD & AUTHORITY  
 2. VERIFY POWER/UTILITY DESIGN PRIOR TO CONSTRUCTION.



**GENERAL DYNAMICS**  
 INFORMATION TECHNOLOGY

MITCHELL J ARCHITECTURE, INC.  
 4885 Ranson Court, Suite N  
 San Diego, CA 92111  
 858.650.3130 (ph) 858.650.3140 (fax)



Los Angeles Regional Interoperable Communications System

AJ PD001  
 AJ USA PD

SET ISSUED FOR REVIEW DATE 08-26-14  
 2ND REVIEW  
 CONSTRUCTION RECORD

**EXHIBIT C**

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**ENLARGED SITE PLAN**

**A2**  
 PSBN-AZPD001-A2



# **EXHIBIT D**

## **SITE ACCESS AND USE PROCEDURES**

Access to the LTE Site shall be controlled by the Owner's Police Department. LA-RICS AUTHORITY's Authorized Representatives shall make telephone contact with Police at telephone: 626-812-3200 at least four (4) hours in advance of a visit to gain access. LA-RICS AUTHORITY's Authorized Representatives shall be in uniform and/or wearing a distinctive form of employer identification. LA-RICS AUTHORITY's Authorized Representatives shall present appropriate photo identification and employer identification to Police, and be escorted by Police to the LTE Site. Once escorted to the LTE Site, the LA-RICS AUTHORITY's Authorized Representatives shall have unrestricted access to the communications facility and support structure.

Should LA-RICS require emergency access, LA-RICS shall follow the same procedures as above giving as much advance notice of a visit to Police as practical in the circumstances.

## LTE SITE ACCESS AGREEMENT

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

**BY AND BETWEEN**

**CITY OF BURBANK**, a California municipal corporation, hereinafter referred to as "Owner"

**AND**

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

### **RECITALS:**

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

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

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

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

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

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

1. **LTE SITE; LICENSE**

1.01 Owner hereby licenses to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from Owner on the terms and conditions set forth herein, the use of land within a portion of the Real Property, together with all necessary space and easements for access and utilities to install, operate and maintain an unmanned LTE communication facility described on Appendix B, together with any additions, alterations, repairs, replacements or other changes thereto (collectively, the "LA-RICS Facility"), located on the parcels of land shown on Exhibit A (Site List) attached hereto and incorporated herein by this reference (collectively, the "LTE Site" and each, individually, a "LTE Site").

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

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

1.04 LA-RICS AUTHORITY hereby acknowledges the title or other legal right of possession of the Owner or its successors in the Real Property and covenants and agrees never to assail, contest, or resist said title. Except as may be specifically provided herein, the right and permission of LA-RICS AUTHORITY is subordinate to the prior and paramount right of Owner to use the Real Property for the purposes to which it now is and may, at the option of Owner, be devoted. LA-RICS AUTHORITY agrees that its use of the license granted hereunder will not interfere with the full use and enjoyment of the Real Property by Owner, except as may be specifically provided herein.

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

## 2. **PURPOSE AND USE**

2.01 The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use a parcel of the land on the Real Property for the installation, operation, maintenance, and repair of the LA-RICS Facility. The LA-RICS AUTHORITY (and/or its member agencies, the LTE Vendor, the First Net Parties and/or other agents): (a) shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS Facility, and (b) shall be allowed access over, through and across each site comprising the Real Property for ingress to and egress from the applicable LTE Site 24 hours per day, 7 days per week with 24 hour prior written notice. Each LTE Site shall be used only for the purposes authorized by this Section 2.01, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

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

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

## 3. **APPROVALS/DESIGN REVIEW**

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

Upon the LA-RICS AUTHORITY's approval of the final site plan for the LTE Site, such final site plan will, upon Owner's written approval, be deemed incorporated herein by reference as Exhibit C (Site List). Owner and the LA-RICS AUTHORITY acknowledge that the LA-RICS AUTHORITY is a California joint powers authority whose members have specified, pursuant to Section 4.04 of its Joint Powers Agreement and Section 6509 of the California Government Code, that all common powers exercised by the LA-RICS AUTHORITY's Board of Directors shall be exercised in a manner consistent with, and subject to all the restrictions and limitations upon the exercise of such powers, as are applicable to the County of Los Angeles ("County") (i.e., the LA-RICS AUTHORITY has adopted the County's operating mode). Accordingly, Owner and the LA-RICS AUTHORITY agree that the LA-RICS AUTHORITY (i) will comply with the Owner's City Building Code requirements and (ii) will seek only those governmental approvals that would normally apply to the County, other than with respect to ministerial

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

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

#### 4. **TERM**

The initial term of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and shall expire on the 15th anniversary thereof (the "Term"); provided, however, that if LA-RICS AUTHORITY desires to extend the then existing Term, it shall deliver a written request to Owner no later than ninety days' prior to the expiration of the then existing Term, and if Owner agrees in writing to extend such Term, the then existing Term will be extended by an additional five year period. This Agreement shall terminate upon written notice of termination (a) by LA-RICS AUTHORITY pursuant to (i) Section 28 (Default) (ii) Section 31 (Damage or Destruction) or (iii) with 90 days' prior written notice at LA-RICS AUTHORITY's discretion or (b) by Owner pursuant to (i) Section 28 (Default) hereof, or (ii) Section 31 (Damage or Destruction).

#### 5. **CONSIDERATION**

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

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

Owner shall have the opportunity to review and approve all project plans and specifications for the LA-RICS Facility and LA-RICS AUTHORITY's proposed alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements) after LA-RICS AUTHORITY's initial installation of the LA-RICS Facility on the LTE Site. In addition, Owner shall have the right to inspect the LA-RICS Facility and

the LTE Site at any time during and after installation upon not less than 24 hours prior written notice to the LA-RICS AUTHORITY (except in cases of emergency pursuant to Section 14 hereof (Emergency Access) and, at with the right to require an LA-RICS AUTHORITY representative to accompany Owner during any such inspection of or access to a LTE Site. The LA-RICS AUTHORITY shall not commence installation of equipment or alteration of a LTE Site, or any portion thereof, until the Owner has reviewed and approved the plans and specifications. Owner's review and approval of the plans shall not release the LA-RICS AUTHORITY from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications or from any liability arising from the design of the LA-RICS Facility. The LA-RICS AUTHORITY shall be responsible for notifying Owner and all other relevant parties immediately upon discovery of such omissions and/or errors. The LA-RICS AUTHORITY shall not cause or permit any change of any equipment installed by the LA-RICS AUTHORITY on a LTE Site including power outputs or changes in the use of frequencies described in Exhibit B hereto (Equipment List), but not including "like-kind" replacements, except after Owner's review and approval, if any, into such plans and specifications.

## **7. INSTALLATION AND OPERATION**

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

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

7.03 Owner reserves the right, at its expense, to install on the Real Property, including without limitation within the LTE Site, its own communications shelter, telecommunication equipment, and appropriate tower space for telecommunications and/or microwave (collectively, the "Owner Facilities") so long as the installation of said Owner Facilities does not interfere with LA-RICS AUTHORITY's operations. LA-

RICS AUTHORITY and Owner agree to make commercially reasonable efforts to resolve any radio frequency interference issues with equipment, transmission or reception caused by the installation of the Owner Facilities.

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

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

## 8. **ALTERATIONS**

LA-RICS AUTHORITY shall make no renovations, alterations or improvements to the LTE Site or the Real Property other than to install, maintain, replace and operate the LA-RICS Facility in accordance with the documentation attached hereto as Exhibits A (Site List), B (Equipment List), and C (Site Plan) and/or as permitted elsewhere herein, without providing prior written notice to Owner and obtaining Owner approval, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2.02 hereof. Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS AUTHORITY shall have the right to: (a) make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements without providing notice to or obtaining approval from the

Owner, and (b) perform any alterations or modifications that may be required pursuant to the Spectrum Manager Lease Agreement between LA-RICS AUTHORITY and the First Net Parties dated July 1, 2013 (the "Spectrum Lease Agreement") or that may be required as a result of FCC rules or regulations, after providing notice to the Owner (but without requirement of Owner approval). LA-RICS AUTHORITY agrees to submit to the Owner, for review, all plans and specifications, working drawings, and other information reasonably required by the Owner covering proposed alterations by LA-RICS AUTHORITY. All work to be done by LA-RICS AUTHORITY shall be performed in accordance with the plans approved by Owner and shall, where required, be subject to inspection by Owner's City Building Inspector.

#### 9. **MAINTENANCE**

Owner shall be responsible for maintenance of the Real Property, including the LTE Site, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities; provided, however, that Owner shall not be required to maintain the LA-RICS Facilities or to clean up any materials (including hazardous materials) brought onto the Real Property by LA-RICS AUTHORITY, its employees, agents or business vendors, including without limitation the LTE Vendor or the First Net Parties ("LA-RICS AUTHORITY AND AGENTS"). The LTE Site shall be kept neat and clean by LA-RICS AUTHORITY and ready for normal use by Owner and other users. LA-RICS AUTHORITY shall be responsible for the removal and disposal of all materials brought onto the Real Property by LA-RICS AUTHORITY AND AGENTS. Should LA-RICS AUTHORITY fail to accomplish this, following 30 days written notice from Owner, Owner may perform the work and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by Owner.

LA-RICS AUTHORITY shall, at its own cost and expense, be responsible for the timely repair of all damage or losses to the LTE Site or the Real Property caused by LA-RICS AUTHORITY, its employees, agents or business vendors, including without limitation the LTE Vendor or the First Net Parties, regardless of whether such damages or losses were the result of negligence or willful misconduct. Should LA-RICS AUTHORITY fail to promptly make such repairs after 30 days written notice from Owner, Owner may have repairs made and LA-RICS AUTHORITY shall reimburse all costs and expenses thereof within thirty (30) days of LA-RICS AUTHORITY's receipt of written demand by Owner.

#### 10. **CONSTRUCTION STANDARDS**

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



LA-RICS AUTHORITY shall remove any debris to the extent resulting from maintenance, operation and construction on the LTE Site by LA-RICS AUTHORITY AND AGENTS. In the event that LA-RICS AUTHORITY fails to remove such debris from the LTE Site, Owner shall provide written notice to LA-RICS AUTHORITY and allow LA-RICS AUTHORITY ten business days after receipt of notice to remove such debris. After the expiration of such ten-business day period, Owner shall cause such debris to be removed and invoice LA-RICS AUTHORITY for the reasonable costs of said removal.

## 11. **OTHER OPERATIONAL RESPONSIBILITIES**

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

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

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

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

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

## 12. **RELOCATION**

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

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

(b) Owner shall pay all costs incurred by LA-RICS AUTHORITY for relocation of LA-RICS AUTHORITY's equipment from the LTE Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LTE Site, including all costs incurred to obtain all of the certificates, permits, and other

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

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

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

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

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

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

(c) LA-RICS AUTHORITY shall give Owner at least three months written notice of the requested relocation; provided, however, that such requested relocation shall be subject to the approval of Owner, with such approval not to be unreasonably withheld.

### 13. **ACCESS TO LTE SITE**

13.01 Owner hereby grants to the LA-RICS AUTHORITY, its member agencies, the LTE Vendor, the First Net Parties, and other agents a nonexclusive right to use, at its sole risk, during the Term of this Agreement, the access which serves the LTE Site ("Access"). The LA-RICS AUTHORITY, on behalf of itself and its member agencies, the LTE Vendor, and the First Net Parties, acknowledge and accept the present condition of the Access on an "as is" basis. The LA-RICS AUTHORITY shall

provide Owner with notice of all of its representatives or agents who are authorized to access the LTE Site pursuant to this Section.

13.02 LA-RICS AUTHORITY acknowledges and agrees that occasions may arise requiring the LA-RICS AUTHORITY to share in the cost of cleaning up of mud-slide debris and repairing the Access to its original accessible condition after a storm, heavy rainfall, earthquake or other event not within the reasonable control of the Owner. LA-RICS AUTHORITY hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from Owner, and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to LA-RICS AUTHORITY by Owner upon at least thirty (30) days notice.

#### 14. **EMERGENCY ACCESS BY OWNER**

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

#### 15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

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

15.02 **Interference With Public Safety Systems.** In the event of any interference with Owner's Police or Fire Department, CWIRS, Paramedic or LANet systems, or any future public safety-related systems, which is caused by LA-RICS AUTHORITY's equipment or operations, LA-RICS AUTHORITY shall be immediately

notified by Owner of such interference. Following such notification, LA-RICS AUTHORITY shall promptly cease operations of the LA-RICS Facility until such interference is resolved, and the parties agree to make reasonable efforts to cooperatively resolve such interference.

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

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

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

## 16. UTILITIES

LA-RICS AUTHORITY shall, at its sole cost and expense, cause the installation of any utility service line, together with any ancillary facilities, required by or for the

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

17. **HOLD HARMLESS AND INDEMNIFICATION**

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

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

18. **INSURANCE**

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

required by LA-RICS AUTHORITY of its contractor(s) and/or subcontractor(s), shall name the Owner as an additional insured.

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

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

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

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

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

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

(c) Commercial Property Insurance. Such coverage shall:

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

interests may appear and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the Agreement.

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

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

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

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

- **Automobile Liability.** such coverage shall be written on iso policy form ca 00 01 or its equivalent with limits of not less than \$5 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. such insurance shall cover

liability arising out of LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor use of autos pursuant to this lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- Professional Liability. Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the LA-RICS AUTHORITY's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$5 million per claim and \$10 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.
- **Workers Compensation and Employers' Liability Insurance** or qualified self-insurance satisfying statutory requirements. Such coverage shall provide Employers' Liability coverage with limits of not less than \$1 million per accident. Such policy shall be endorsed to waive subrogation against the Owner for injury to the LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor employees. If the LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor employees will be engaged in maritime employment, the coverage shall provide the benefits required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act or any other federal law to which the LA-RICS AUTHORITY is subject. If LA-RICS AUTHORITY or LA-RICS AUTHORITY's contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the Owner as the Alternate Employer, and the endorsement form shall be modified to provide that Owner will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

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

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

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



Owner. Such report shall be made in writing within 72 hours of LA-RICS AUTHORITY's knowledge of such occurrence.

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

## 19. **FAILURE TO PROCURE INSURANCE**

19.01 Failure on the part of LA-RICS AUTHORITY to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which Owner may immediately terminate this Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by Owner shall be reimbursed by LA-RICS AUTHORITY to Owner within thirty (30) days upon demand.

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

## 20. **TAXES**

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

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

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

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

## 21. **NOTICES**

Notices desired or required to be given pursuant to this Agreement or by any law now in effect shall be given by enclosing the same in a sealed envelope, Certified Mail - Return Receipt Requested, addressed to the party for whom intended and depositing

such envelope, with postage prepaid, in the U.S. Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same, shall be addressed to LA-RICS AUTHORITY as follows:

LA-RICS AUTHORITY  
2525 Corporate Place, Second Floor

Monterey Park, California 91754

ATTN: Executive Director

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

CONSTRUCTION PERIOD: Patrick J. Mallon, (626) 969-6163

NETWORK OPERATIONS CENTER (Post-Construction):  
Lieutenant Mark Wilkins, (323) 351-6507

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

Burbank Water and Power

164 W. Magnolia Blvd.

Burbank, CA 91503

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

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

## 22. **LA-RICS FACILITY REMOVAL**

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

AUTHORITY shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

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

23. **INDEPENDENT STATUS**

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

24. **AMENDMENT**

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

25. **ASSIGNMENT**

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

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

- (i) A written request for approval;
- (ii) The name, address, and most recent financial statements of the proposed transferee, assignee or sublicensee;
- (iii) Proposed unredacted instrument of transfer or assignment or any or all of its rights hereunder;
- (iv) Reasonable evidence that such transferee is capable of performing its obligations under this Agreement; and

(v) Any other information reasonably requested by Owner.

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

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

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

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

## 26. **SUBORDINATION AND NON-DISTURBANCE**

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

recognize LA-RICS AUTHORITY's right to remain in occupancy of and have access to the LTE Site as long as LA-RICS AUTHORITY is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchase of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Real Property, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, (b) fulfill Owner's obligations under this Agreement, and (c) promptly cure all of the then-existing Owner defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LA-RICS AUTHORITY will execute an agreement for the Lender's benefit in which LA-RICS AUTHORITY: (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of the Lender, (ii) agrees to attorn to Lender if Lender becomes the owner of the Real Property, and (iii) agrees to accept a cure by Lender of any of Owner's defaults, provided such cure is completed within the deadline applicable to Owner.

#### **27. CONDEMNATION**

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

#### **28. DEFAULT**

Except as otherwise provided in this Agreement, in the event of a default hereunder by LA-RICS AUTHORITY, Owner shall provide written notice thereof to LA-RICS AUTHORITY. LA-RICS AUTHORITY shall have sixty (60) days from the date of said notice in which to cure the default, provided that LA-RICS AUTHORITY shall have such extended period for a period beyond sixty (60) days (the "Extended Cure Period") if the nature of the cure is such that it reasonably requires more than sixty (60) days and LA-RICS AUTHORITY has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and throughout the cure period continues to pursue such cure to completion; provided, however, that such Extended Cure Period shall be only extended for the length of time necessary to reasonably cure such event of default; provided, further, that no such cure period shall be extended beyond one year from the date of such event of default, unless the parties agree

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

## 29. **WAIVER**

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

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

## 30. **HAZARDOUS MATERIALS**

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

crude oil other than crude oil which exists on the Real Property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8., as it may be amended from time to time.

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

31. **DAMAGE OR DESTRUCTION**

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

Should any matter or condition beyond the control of the parties, such as war, public emergency, calamity, fire, earthquake, flood or act of God prevent performance of this Agreement by either party, such party shall be relieved of the performance of such obligations during the time period of the event so long as such party promptly notifies the other party of such event and uses commercially reasonable efforts to overcome or otherwise address such event.

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

32. **AUTHORIZATION WARRANTY**

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

33. **INDEPENDENT CONTRACTOR STATUS**

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

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

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

35. **COMPLIANCE WITH APPLICABLE LAW**

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

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

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

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

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



otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

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

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

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

### 37. **NON EXCLUSIVITY**

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

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

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

### 39. **PUBLIC RECORDS ACT**

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

records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

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

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

#### 40. **OTHER TERMS AND CONDITIONS**

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

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

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

40.04 Safety. LA-RICS AUTHORITY shall immediately correct any unsafe condition on the LTE Site, as well as any unsafe practices occurring thereon, to the extent such unsafe condition or practice occurs as a result of LA-RICS AUTHORITY's use of the LTE Site. LA-RICS AUTHORITY shall cooperate fully with Owner in the investigation of any accidental injury or death occurring on the LTE Site, including a prompt report thereof to the Owner. LA-RICS AUTHORITY shall cooperate and

comply fully with Owner, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all LA-RICS AUTHORITY's structures and enclosures. LA-RICS AUTHORITY, at its expense, may use any and all appropriate means of restricting public access to the LTE Site.

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

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

40.07 Should Owner desire to use the LTE system in the future, the LA-RICS AUTHORITY agrees that it will take into account the Owner's contribution of the LTE(s) Site (including the value of the lease under this Agreement), when determining the contribution amount, user fee or cost (or any discounts thereto), required from Owner.

40.08 In the event more favorable terms are provided pursuant to a Site Access Agreement between LA-RICS AUTHORITY and a similarly situated city owning the same number of LTE Sites as Owner, the parties agree that, at the request of the OWNER, this Agreement shall be amended to include those more favorable terms.

#### 41. **NON-AVAILABILITY OF FUNDING**

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

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

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

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

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

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

44. **BANKRUPTCY**

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

45. **SUCCESSORS AND ASSIGNS**

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

46. **SEVERABILITY**

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

47. **INTERPRETATION**

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

48. **ENTIRE AGREEMENT**

This Agreement (and the attached exhibits) contains the entire agreement between the parties hereto with respect to the matters set forth herein, and no addition

or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Owner and LA-RICS AUTHORITY.

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

THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

CITY OF BURBANK

A California Joint Powers Authority

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

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

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

RICHARD D. WEISS  
Acting County Counsel

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

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

# EXHIBIT A

## SITE LIST

| Site ID | Facility Name | Organization                | Address Line         | City    | Zip Code | Parcel Owner    |
|---------|---------------|-----------------------------|----------------------|---------|----------|-----------------|
| BURPD01 | Burbank PD    | City of Burbank Police Dept | 200 North 3rd Street | Burbank | 91502    | City of Burbank |

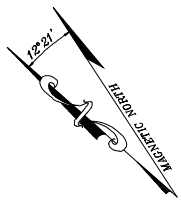
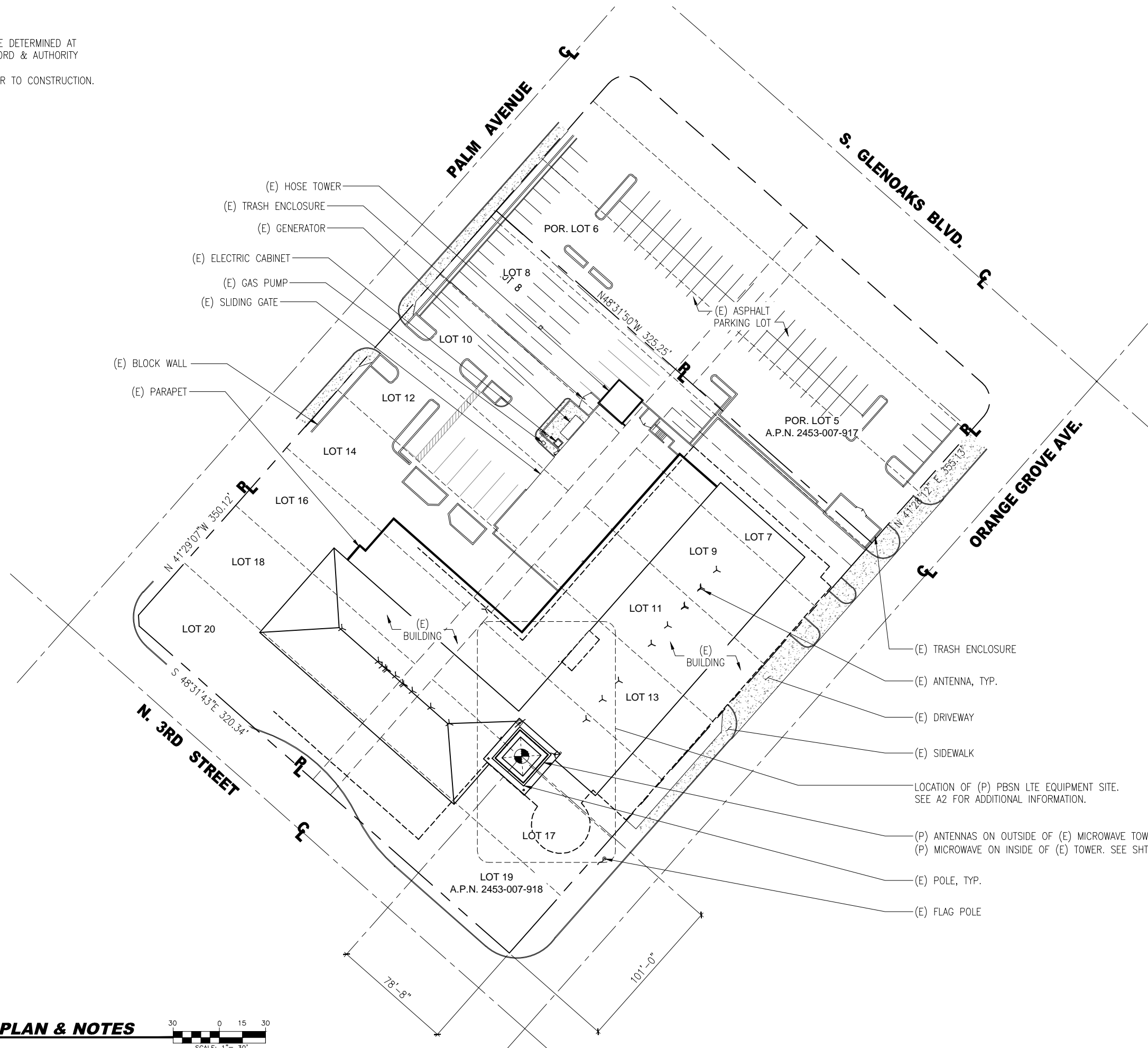
**EXHIBIT B**  
**Equipment List**  
**City of Burbank Police Dept – BURPD01**

- Antenna Support Hardware
- LTE Antennas and line
- Microwave Dishes
- Generator & Fuel
- Automatic Transfer Switch
- Electrical H-Frame
- Equipment Pad
- RBS Radio Cabinet (at all LTE sites)
- BBS Radio Battery Cabinet (at all LTE sites)
- TMR Microwave Cabinet (at sites with microwave)
- BBS Microwave Battery Cabinet (at sites with more than 6 microwave radios)
- MPLS Site Router (at all LTE sites)
- Fiber Network Interface Device (at Fiber Sites)



**EXHIBIT C**  
**SITE PLAN**

- NOTES:
1. CONSTRUCTION STAGING AREA TO BE DETERMINED AT PRE CONSTRUCTION WALK WITH LANDLORD & AUTHORITY
  2. VERIFY POWER/UTILITY DESIGN PRIOR TO CONSTRUCTION.



NOTE: ALL INFORMATION IS SUBJECT TO FIELD VERIFICATION. ALL INFORMATION IS CONFIDENTIAL AND NOT FOR PUBLIC DISTRIBUTION WITHOUT EXPRESS CONSENT OF THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEMS AUTHORITY.



GENERAL DYNAMICS  
 INFORMATION TECHNOLOGY

Los Angeles Regional Interoperable Communications System

BURPD01  
 BURBANK PD

MITCHELL J ARCHITECTURE, INC.  
 4883 Ronson Court, Suite N  
 San Diego, CA 92111  
 858.650.3130 (ph) 858.650.3140 (fax)



| REVIEW                | DATE     |
|-----------------------|----------|
| SET ISSUED FOR REVIEW | 09-17-14 |
| 2ND REVIEW            |          |
| CONSTRUCTION RECORD   |          |

REVISIONS  
**EXHIBIT C**

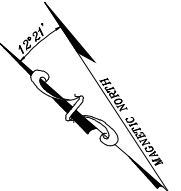
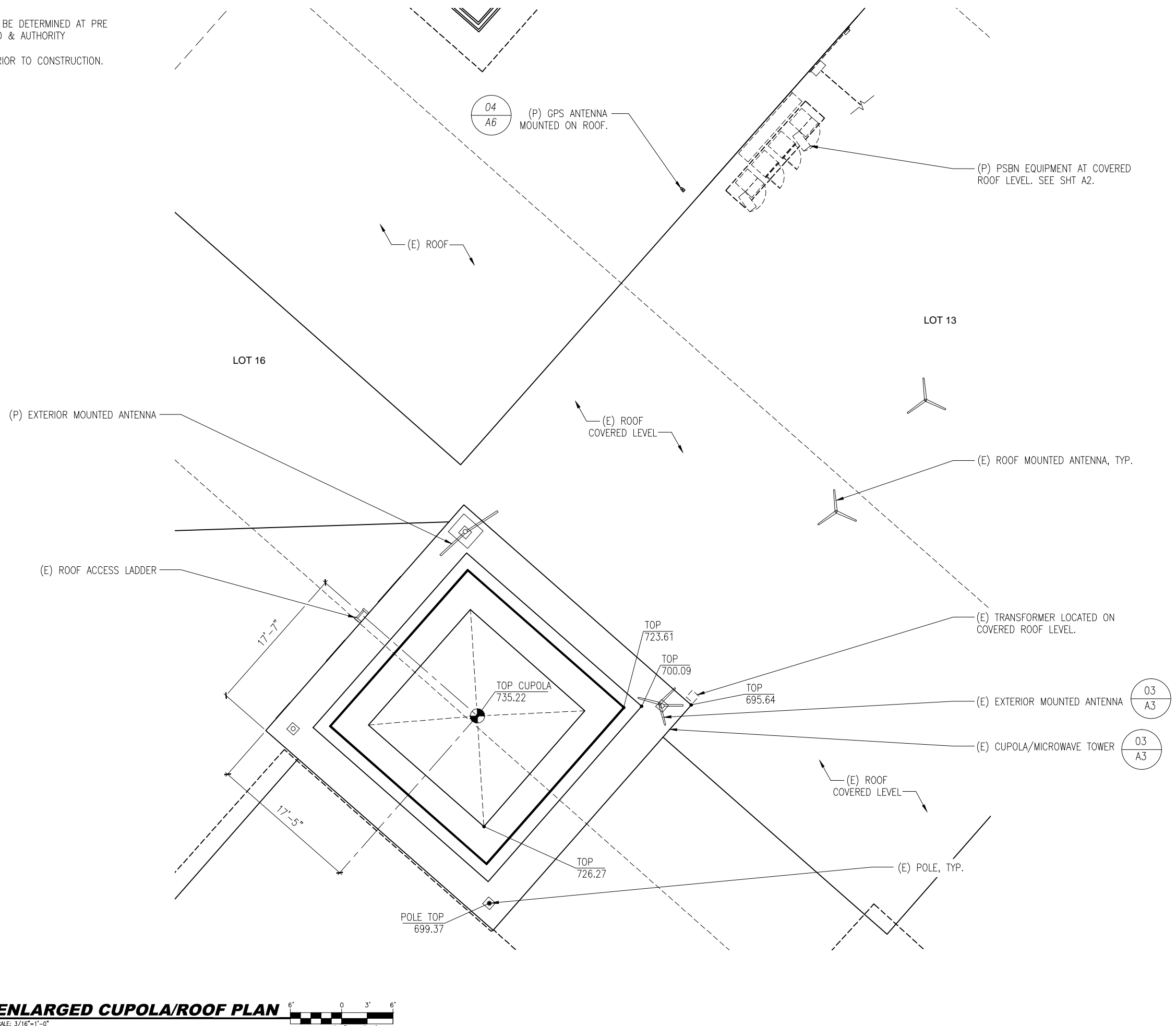
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**SITE PLAN  
 A1**

**NOTES:**

- 1. CONSTRUCTION STAGING AREA TO BE DETERMINED AT PRE CONSTRUCTION WALK WITH LANDLORD & AUTHORITY
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01 **ENLARGED CUPOLA/ROOF PLAN**  
 SCALE: 3/16"=1'-0"  
 SCALE: 3/16"= 1'-0"

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**GENERAL DYNAMICS**  
 INFORMATION TECHNOLOGY

Los Angeles Regional Interoperable Communications System

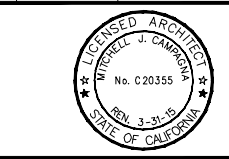
**BURPD01**  
**BURBANK PD**

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SET ISSUED FOR REVIEW DATE 09-17-14  
 2ND REVIEW  
 CONSTRUCTION RECORD

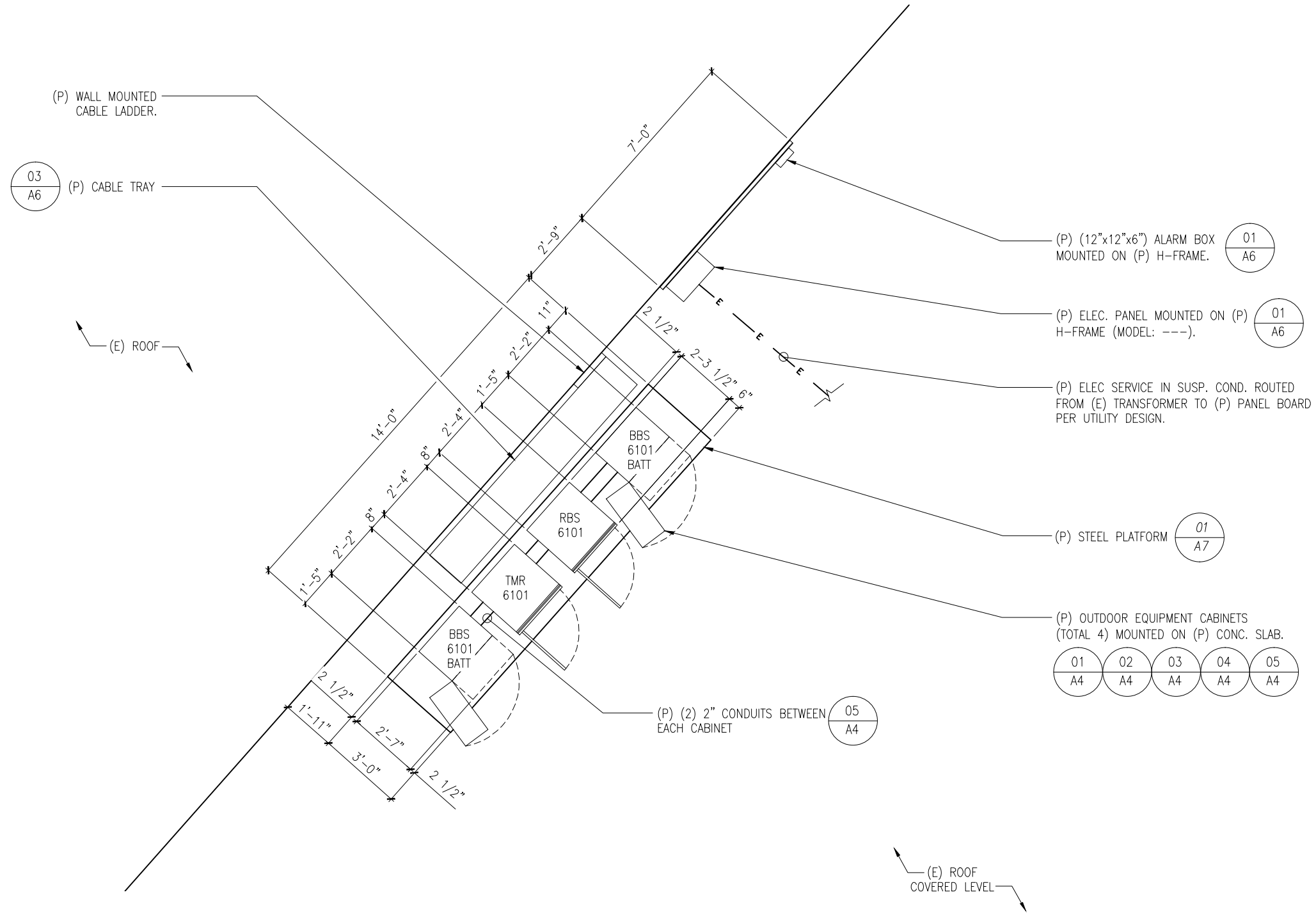
**EXHIBIT C**



**CUPOLA /**  
**ROOF PLAN**  
**A2**

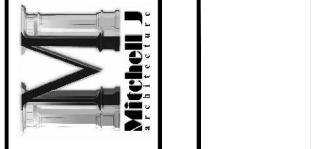
PSBN-BURPD01-A2

- NOTES:  
 1. CONSTRUCTION STAGING AREA TO BE DETERMINED AT PRE CONSTRUCTION WALK WITH LANDLORD & AUTHORITY  
 2. VERIFY POWER/UTILITY DESIGN PRIOR TO CONSTRUCTION.



**GENERAL DYNAMICS**  
 INFORMATION TECHNOLOGY

**BURPD01**  
**BURBANK PD**

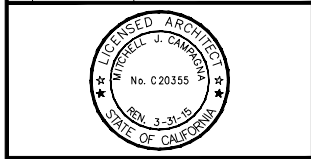


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Los Angeles Regional Interoperable Communications System

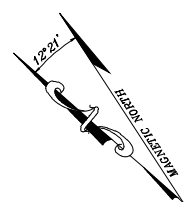
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| SET ISSUED FOR REVIEW | DATE     |
| 2ND REVIEW            | 09-17-14 |
| CONSTRUCTION RECORD   |          |

**EXHIBIT C**

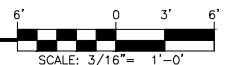


**FLOOR PLAN**  
**A2.1**

PSBN-BURPD01-A2.1



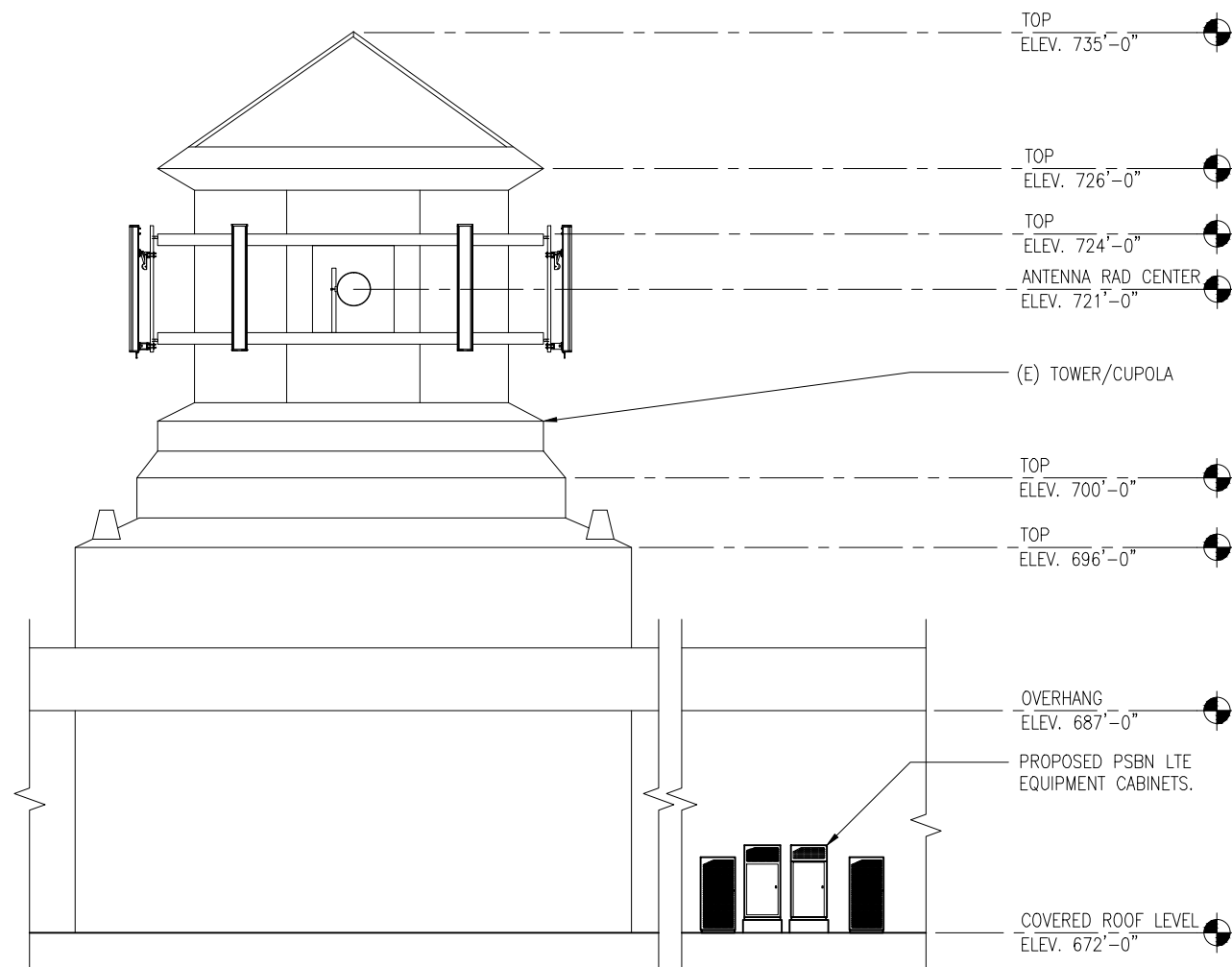
**01 ENLARGED CUPOLA/ROOF PLAN**  
 SCALE: 3/16" = 1'-0"



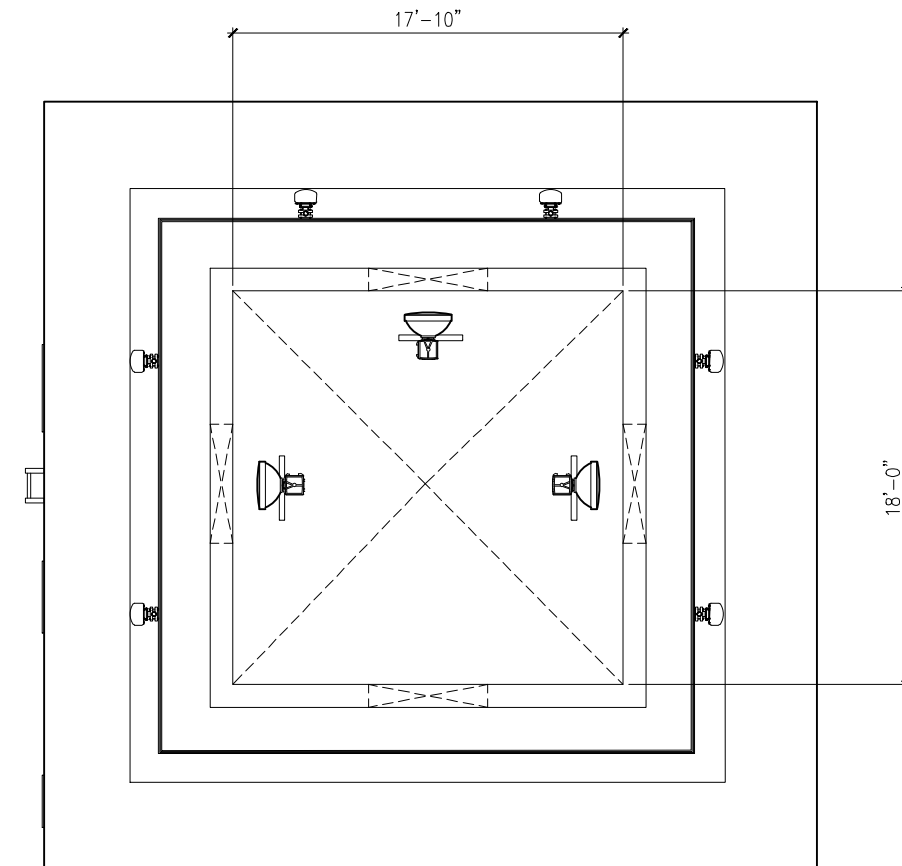
NOTE: ALL INFORMATION IS SUBJECT TO FIELD VERIFICATION. ALL INFORMATION IS CONFIDENTIAL AND NOT FOR PUBLIC DISTRIBUTION WITHOUT EXPRESS CONSENT OF THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEMS AUTHORITY.

| ANTENNA MOUNT SCHEDULE |                |        |
|------------------------|----------------|--------|
| RAD CENTER             | ANTENNA        | SECTOR |
| 721'                   | LNx-6515DS-A1M |        |
| 721'                   | LNx-6515DS-A1M |        |
| 721'                   | LNx-6515DS-A1M |        |
| 721'                   | LNx-6515DS-A1M |        |
| 721'                   | LNx-6515DS-A1M |        |
| 721'                   | LNx-6515DS-A1M |        |

| MICROWAVE MOUNT SCHEDULE |                |
|--------------------------|----------------|
| RAD CENTER               | MICROWAVE DISH |
| 721'                     |                |
| 721'                     |                |
| 721'                     |                |



01 **ROOF COVERED LEVEL ELEVATION**  
SCALE: NTS



NOTES:

- JUMPER TO BE MOUNTED 1 FT. AWAY FROM MAINLINE & ANTENNA CONNECTORS (EACH WAY) THEN EVERY 2 FT. UP TO ANTENNA.
- NO PIPE TO PIPE ANTENNA MOUNT PERMITTED.
- ACTUAL T-ARM MOUNT, ANTENNA, & MICROWAVE MOUNTING LOCATIONS AND AZIMUTHS TO BE INSTALLED PER FINAL RFDS SHEET. NEED TO VERIFY RFDS PRIOR TO INSTALLATION.

03 **TYPICAL ANTENNA / MICROWAVE LAYOUT PLAN VIEW**  
SCALE: NTS



**GENERAL DYNAMICS**  
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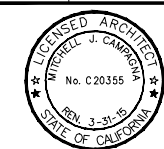
Los Angeles Regional Interoperable Communications System

**BURPD01**  
**BURBANK PD**

SET ISSUED FOR REVIEW DATE 09-17-14  
2ND REVIEW  
CONSTRUCTION

**EXHIBIT C**

|    |  |
|----|--|
| NO |  |
| 0  |  |
| 1  |  |



**TOWER ELEVATION**  
**A3**

PSBN-BURPD01-A3

## **LTE SITE ACCESS AGREEMENT**

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

**BY AND BETWEEN**

**THE CITY OF CLAREMONT** a body corporate and politic, hereinafter referred to as "Owner"

**AND**

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

### **RECITALS:**

**WHEREAS**, The LA-RICS AUTHORITY is a joint powers authority established pursuant to a Joint Powers Agreement dated January 2009 ("JPA") for the purpose of coordinating governmental services to establish a wide-area interoperable public safety communications network commonly known as LA-RICS;

**WHEREAS**, Owner is a member of the LA-RICS AUTHORITY; and

**WHEREAS**, Owner owns certain real property described on Exhibit A attached hereto and incorporated herein by reference ("Real Property"); and

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

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

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

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

1. **LTE LTE SITE; LICENSE**

1.01 Owner hereby grants to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from Owner on the terms and conditions set forth herein, a license to enter upon and use a designated portion of the Real Property, and/or a specific facility, such as a tower or building located on the Real Property, (collectively, the “LTE Sites” and each, individually, a “LTE Site”), together with a non-exclusive right to use designated space and easements on the Real Property (i) for pedestrian and/or vehicular ingress to and egress from the LTE Site (“Site Access Space”) and (ii) for the installation of utilities serving the LTE Site (“Utilities Space”), all as shown on Exhibit C attached hereto and incorporated herein by this reference, for the Permitted Activities defined in Section 2 hereof.

1.02 The LA-RICS AUTHORITY has personally inspected the LTE Site and the surrounding area and evaluated the extent to which the physical condition thereof will affect its operations. The LA-RICS AUTHORITY, on behalf of itself and its member agencies, the LTE Vendor, the Broadband Vendor and the FirstNet Parties, accepts each LTE Site, Site Access Space and Utilities Space “as-is” and with all faults, in its present physical condition, including its environmental condition, with no duty for either party to investigate. Owner makes no warranty, express or implied, and specifically disclaims all warranties whatsoever, as to the fitness for purpose, condition of or suitability of any LTE Site, Site Access Space, Utilities Space, or the Real Property for the LA-RICS AUTHORITY’s intended use or for any purpose; including without limitation its physical condition, including the condition and stability of the soils or groundwater on or under any of the Real Property; or the presence of pollutants, hazardous substances or contaminants therein. Except as otherwise provided in this Agreement, the LA-RICS AUTHORITY agrees that it shall make no demands on Owner for any repair, improvement or alteration of the LTE Site, Site Access Space, Utilities Space or the Real Property, and shall make no claims whatsoever against Owner for costs, damages, or expenses as a result of the condition of any LTE Site, Site Access Space, Utilities Space or the Real Property or for the costs incurred for any remediation or preparation work undertaken to ready the LTE Site or the Real Property for LA-RICS AUTHORITY’s use pursuant to this Agreement.

1.03 LA-RICS AUTHORITY hereby acknowledges the title or other legal right of possession of the Owner or its successors in the Real Property and covenants and agrees never to assail, contest, or resist said title. LA-RICS AUTHORITY shall keep the Real Property, LTE Sites, Site Access Space, and Utilities Space free from any liens

arising from any work performed, materials furnished, or obligations incurred by or at the request of LA-RICS AUTHORITY. If any lien is filed, LA-RICS AUTHORITY shall promptly discharge, bond or otherwise secure same to Owner's satisfaction.

1.04 Ownership of the LA-RICS Facility (as defined in Section 2.01) constructed by the LA-RICS AUTHORITY upon each and every site comprising the LTE Site and all alterations, additions or betterments thereto shall be the personal property of the LA-RICS AUTHORITY and not fixtures, and shall remain with the LA-RICS AUTHORITY. The LA-RICS AUTHORITY may remove the LA-RICS Facility or any elements thereof at any time during the term of the Agreement at its sole cost and expense and in compliance with this Agreement, and Owner hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

## 2. **PURPOSE AND USE**

2.01 The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use each LTE Site, Site Access Space and Utilities Space for the installation, operation, maintenance, and repair of a LTE communication facility (including a support structure such as a monopole if described in the exhibits hereto) to be used for public safety purposes. The LA-RICS AUTHORITY and its Authorized Representatives (as defined in Section 13.01 hereof), at its sole expense in accordance with all of the terms and conditions of this Agreement, shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS AUTHORITY's LTE communications system, which typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements listed on Exhibit B attached hereto and incorporated herein by this reference (such LTE system and associated infrastructure, shelters, equipment and related improvements, and other related materials as may be deemed necessary by the LA-RICS AUTHORITY collectively, the "LA-RICS Facility"). Each LTE Site, Site Access Space and Utilities Space shall be used only for the purposes authorized by this Section 2.01, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

2.02 The LA-RICS AUTHORITY shall ensure that all usage of the LTE Site, Site Access Space and Utilities Space hereunder, including without limitation usage by the Authorized Representatives of LA-RICS AUTHORITY, is in compliance with all terms and conditions of this Agreement.

2.03 Nothing contained in this Agreement shall be deemed or construed in any way to limit the Owner's authority to exercise any right or power concerning the utilization of the Real Property including without limitation the LTE Site, Site Access Space and Utilities Space; provided, however, that such Owner authority shall not be exercised in a manner inconsistent with this Agreement.



### 3. **APPROVALS/DESIGN REVIEW**

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

3.02 Upon the Owner's and LA-RICS AUTHORITY's approval of the final site plan for the LTE Site, such final site plan will be deemed incorporated herein by reference as Exhibit C. Owner and the LA-RICS AUTHORITY acknowledge that the LA-RICS AUTHORITY is a California joint powers authority whose members have specified, pursuant to Section 4.04 of its Joint Powers Agreement and Section 6509 of the California Government Code, that all common powers exercised by the LA-RICS AUTHORITY's Board of Directors shall be exercised in a manner consistent with, and subject to all the restrictions and limitations upon the exercise of such powers, as are applicable to the County of Los Angeles ("County") (i.e., the LA-RICS AUTHORITY has adopted the County's operating mode). Accordingly, Owner and the LA-RICS AUTHORITY agree that the LA-RICS AUTHORITY will comply with the Owner's City Building Code requirements. The parties agree that Owner's concerns will be taken into consideration throughout the LTE Site plan approval process, as described in this Section 3 (Approvals/Design Review) and in Section 8 (Alterations).

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

### 4. **TERM**

The initial term ("Initial Term") of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and shall terminate on the fifteenth (15th) anniversary of the Commencement Date, unless terminated earlier by: (a) written notice of termination by LA-RICS AUTHORITY; or (b) written notice of termination by Owner pursuant to Section 30 (Default) hereof. If not terminated earlier, at the end of the Initial Term, the Agreement shall automatically renew for one year renewal terms unless and

until terminated by written notice of termination by Owner pursuant to Section 30 (Default) hereof or by six (6) months written notice of termination given by either Party.

5. **CONSIDERATION**

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

6. **CONDITIONS PRECEDENT TO INSTALLATION OR ALTERATION OF LA-RICS FACILITY**

6.01 Owner shall have the opportunity to review and provide input, if any, and to approve all project plans and specifications for the LA-RICS AUTHORITY's proposed installation of the equipment comprising the LA-RICS Facility and for any proposed alterations (not including "like-kind" replacements) of the equipment comprising the LA-RICS Facility after LA-RICS AUTHORITY's initial installation of the LA-RICS Facility on the LTE Site. The LA-RICS AUTHORITY shall not commence installation of equipment comprising the LA-RICS Facility or permit any alteration of same on a LTE Site, or any portion thereof, including changes to power outputs or changes in the use of frequencies described in Exhibit B hereto until the Owner has been provided an opportunity to review and has approved the plans and specifications. Such approval shall not be unreasonably denied, delayed or conditioned.

6.02 Owner's review and approval of the plans shall not release the LA-RICS AUTHORITY from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The LA-RICS AUTHORITY shall be responsible for notifying Owner and all other relevant parties immediately upon discovery of such omissions and/or errors.

6.03 The LA-RICS AUTHORITY, prior to commencement of any activity on a LTE Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, will provide Owner evidence that it has complied with all applicable requirements of the California Environmental Quality Act (Pub. Resources Code § 21000 et seq., "CEQA").

7. **INSTALLATION**

7.01 LA-RICS AUTHORITY shall install the LA-RICS Facility at its own expense and risk as approved by Owner in accordance with the terms hereof, including without limitation Section 6.

7.02 LA-RICS AUTHORITY shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices.

7.03 Each component of the LA-RICS Facility shall be clearly identified with LA-RICS AUTHORITY's and, as applicable, member agency, LTE Vendor, Broadband Vendor, and/or FirstNet Party's name, address, telephone number, Federal Communications Commission ("FCC") license and frequencies in use. Such identification shall be attached to each component of the LA-RICS Facility in plain view.

7.04 LA-RICS AUTHORITY shall have the right to finance and construct approved equipment and related improvements on the LTE Site at LA-RICS AUTHORITY's sole cost and expense, except as may be provided otherwise by other agreements.

7.05 Owner shall have the right to inspect the LA-RICS Facility and the LTE Site at any time during and after installation upon not less than 24 hours prior written notice to the LA-RICS AUTHORITY (except in cases of emergency pursuant to Section 14 hereof) and, at LA-RICS AUTHORITY's option, with the right to require an LA-RICS AUTHORITY representative to accompany Owner during any such inspection of or access to a LTE Site.

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

## 8. **ALTERATIONS**

8.01 LA-RICS AUTHORITY shall make no renovations, alterations, structural upgrades or other improvements to the LTE Site or the Real Property other than to install, maintain, replace and operate the LA-RICS Facility in accordance with the documentation attached hereto as Exhibits A, B, and C and/or as permitted elsewhere herein, without providing prior written notice to Owner, provided that such renovations, alterations, or improvements shall be consistent with the Permitted Activities set forth in Section 2.01 hereof.

8.02 Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS AUTHORITY shall have the right to: (a) make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements without providing notice to the Owner, and (b) perform any alterations or modifications that may be required pursuant to the Spectrum Manager Lease Agreement between LA-RICS

AUTHORITY and the FirstNet Parties dated July 1, 2013 (the "Spectrum Lease Agreement") or that may be required as a result of FCC rules or regulations, after providing notice to the Owner.

8.03 LA-RICS AUTHORITY agrees to submit to the Owner, for review and approval as required by Section 6 hereof, all plans and specifications, working drawings, and other information reasonably required by the Owner covering proposed alterations by LA-RICS AUTHORITY. All work to be done by LA-RICS AUTHORITY shall be performed in accordance with the plans provided to and approved by Owner and shall, where required, be subject to inspection by Owner's City Building Inspector.

8.04 Upon completion of any alterations at the LTE Site permitted hereunder, LA-RICS AUTHORITY shall provide Owner with updated versions of the As-Builts consistent with the requirements of Section 7.06 hereof.

## 9. **MAINTENANCE**

9.01 Owner shall be responsible for general maintenance of the Real Property, including the LTE Site, but excluding the LA-RICS Facility, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities.

9.02 Following the construction and installation of LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements, LA-RICS AUTHORITY shall thereafter, at its sole cost and expense, perform maintenance, repairs, and like-kind replacements of its equipment comprising the LA-RICS Facility as necessary and appropriate for its ongoing business and has the right to do all work necessary to maintain the LTE Site to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements and as required for LA-RICS AUTHORITY's operations of the LA-RICS Facility at the LTE Site.

9.03 The LTE Site shall be kept neat and clean by LA-RICS AUTHORITY and ready for normal use by Owner and other users. Should LA-RICS AUTHORITY fail to accomplish this, following fourteen (14) days' written notice from Owner, Owner may perform the work and LA-RICS AUTHORITY shall pay the cost thereof upon written demand from Owner.

## 10. **CONSTRUCTION & MAINTENANCE STANDARDS**

10.01 Installation, operation and maintenance activities by LA-RICS AUTHORITY on the LTE Site, Site Access Space and Utilities Space shall be performed in a neat and workmanlike manner and shall at all times comply in all respects to the statutes, laws, ordinances and regulations of any governmental authority having jurisdiction which are applicable to the installation, construction, operation and maintenance activities of LA-RICS AUTHORITY under this Agreement, including but not limited to the Owner's City Building Code.

10.02 LA-RICS AUTHORITY shall remove any debris anywhere on the Real Property resulting from installation, maintenance, operation and construction on the LTE Site by LA-RICS AUTHORITY or its Authorized Representatives. In the event that LA-RICS AUTHORITY fails to remove such debris from the Real Property, Owner shall provide written notice to LA-RICS AUTHORITY and allow LA-RICS AUTHORITY fourteen (14) days after receipt of notice to remove such debris. After the expiration of such ten-day period, Owner shall cause such debris to be removed and invoice LA-RICS AUTHORITY for the reasonable costs of said removal.

10.03 LA-RICS AUTHORITY shall be responsible for the timely repair of all damage to the LTE Site or the Real Property or the repair or replacement of damaged or destroyed personal property of the Owner or third parties caused by the activities of LA-RICS AUTHORITY or its Authorized Representatives. Should LA-RICS AUTHORITY fail to promptly make such repairs or replacements after 30 days written notice from Owner, Owner may have repairs or replacements made and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by Owner.

## 11. **OTHER OPERATIONAL RESPONSIBILITIES**

11.01 As applicable, LA-RICS AUTHORITY and its Authorized Representatives (as defined in Section 13.01) shall:

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

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

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

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

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

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

11.04 Illegal Activities. LA-RICS AUTHORITY and its Authorized Representatives shall not knowingly permit any illegal activities to be conducted upon the LTE Site or the Real Property.

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

11.06 Sanitation. Except for the existing and ongoing sanitation-related activities performed on or near the Real Property, including entry and exit of sanitation trucks and the off-loading of trash into trash haulers for off-site disposal no offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health in violation of the law, shall be permitted or remain on the LTE Site and within a distance of fifty (50) feet thereof, and LA-RICS AUTHORITY and Owner shall prevent any accumulation thereof from occurring.

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

## 12. **RELOCATION**

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

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

(b) Owner shall pay all costs incurred by LA-RICS AUTHORITY for relocation of LA-RICS AUTHORITY's equipment from the LTE Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LTE Site, including all costs incurred to obtain all of the certificates, permits, and other

approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a “project” as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY’s use of the Alternate Site;

(c) Owner shall give LA-RICS AUTHORITY at least six (6) months written notice before requiring relocation; and

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

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

(a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY’s current LTE Site in size, (ii) is compatible with LA-RICS AUTHORITY’s use pursuant to Section 2 hereof, and (iii) does not interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment; (iv) does not interfere with the current or planned future use of the Real Property by the Owner or by the Owner’s other licensees, lessees, invitees or other users.

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

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

### 13. **ACCESS TO LTE LTE SITE**

13.01 LA-RICS AUTHORITY, and its Authorized Representatives (as defined herein) shall be allowed access over, through and across the Real Property, at its sole risk and expense, for ingress to and egress from the applicable LTE Site twenty-four (24) hours per day, seven (7) days per week in accordance with the Site Access and Use Procedures specified by Owner and attached hereto as Exhibit D. For purposes hereof, “Authorized Representatives” shall mean only authorized employees of the LA-

RICS AUTHORITY, properly authorized contractors of the LA-RICS AUTHORITY or persons under their direct supervision. Owner hereby acknowledges that Authorized Representatives of the LA-RICS AUTHORITY include its member agencies, the LTE Vendor, and the FirstNet Parties. The LA-RICS AUTHORITY shall provide Owner with advance notice of all of its representatives or agents who are Authorized Representatives pursuant to this Section.

13.02 LA-RICS AUTHORITY acknowledges and agrees that occasions may arise requiring the LA-RICS AUTHORITY to share in the cost of cleaning up of mud-slide debris or other debris, and restoring the Site Access Space to its original accessible condition after a storm or heavy rainfall or other severe weather event or natural disaster. LA-RICS AUTHORITY hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from Owner, and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to LA-RICS AUTHORITY by Owner upon at least thirty (30) days' notice. Notwithstanding the foregoing, the LA-RICS AUTHORITY's financial burden pursuant to this Section shall not exceed five thousand dollars (\$5,000) per incident.

14. **EMERGENCY ACCESS BY OWNER**

14.01 The Owner and its authorized agents may access the LTE Site at any time for the purpose of inspection and/or for making emergency improvements or repairs to the LTE Site or to interrupt or terminate LA-RICS AUTHORITY's transmission(s) from the LTE Site or electrical supply to the LTE Site, should LA-RICS AUTHORITY be unable or unwilling to respond to Owner's request to take immediate action to correct any deficiency which threatens Owner's operation on the LTE Site or on the Real Property, provided that Owner shall endeavor to provide a 24-hour prior notice to LA-RICS AUTHORITY and shall access the LTE Site in the presence, if possible, of an LA-RICS AUTHORITY representative, if provided by LA-RICS AUTHORITY.

14.02 Notwithstanding the foregoing, Owner shall not be required to provide notice to LA-RICS AUTHORITY prior to entering the LTE Site and taking any of the actions described in Section 14.01 due to an emergency. Owner shall use its best efforts to minimize any inconvenience or disturbance to LA-RICS AUTHORITY when entering the LTE Site and Owner shall notify LA-RICS AUTHORITY of such entry and/or actions pursuant to Section 14.01 as soon as reasonably practicable after such entry or actions have been undertaken by Owner.

14.03 LA-RICS AUTHORITY shall reimburse Owner within thirty (30) days of receipt of Owner's written request for Owner's actual costs to correct any deficiency that is corrected by Owner pursuant to this Section.

14.04 LA-RICS AUTHORITY AGREES NOT TO HOLD OWNER RESPONSIBLE OR LIABLE FOR AND SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY DAMAGE, LOSS, CLAIM OR LIABILITY OF



ANY NATURE SUFFERED AS A RESULT OF THE LOSS OF THE USE OF THE LA-RICS FACILITY OR OTHER FACILITIES AT THE LTE SITE OR OTHERWISE AFFECTED BY THE EMERGENCY ACTIONS TAKEN BY OWNER.

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

15.01 LA-RICS AUTHORITY acknowledges that there are pre-existing radio frequency uses on the Real Property including governmental public safety (police) radio frequency uses and warrants that its use of the LTE Site(s) including use by any of the LA-RICS AUTHORITY or its Authorized Representatives will not interfere with those pre-existing radio frequency uses on the Real Property, as long as the pre-existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

15.02 For the purposes of this Agreement, “interference” may include, but is not limited to: (a) any use by any party or by any third party granted rights by the Owner on the Real Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the communication facility or the LA-RICS Facility; or (b) any use by LA-RICS AUTHORITY or its Authorized Representatives on the Real Property that causes electronic or physical obstruction with, or degradation of, the communications signals from pre-existing radio frequency uses on the Real Property.

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

15.04 In addition to the pre-existing uses identified in Section 15.01, LA-RICS AUTHORITY agrees that Owner may grant the use of any portions of the Real Property to any third party for the purpose of installing communications transmitting equipment, so long as such uses do not conflict or interfere with LA-RICS AUTHORITY’s operations as provided for pursuant to this Agreement. Any third party granted rights by the Owner shall be required to comply with all applicable noninterference rules of the FCC.

15.05 In addition to the pre-existing uses identified in Section 15.01, Owner reserves the right, at its expense, to install on the Real Property, including without limitation within the LTE Site, its own communications shelter, telecommunication equipment, and tower space for telecommunications and/or microwave (collectively, the “Owner Facilities”) so long as the installation of said Owner Facilities does not interfere with LA-RICS AUTHORITY’s operations. LA-RICS AUTHORITY and Owner agree to

make commercially reasonable efforts to resolve any radio frequency interference issues with equipment, transmission or reception caused by the installation of the Owner Facilities.

**15.06 Interference With Public Safety Systems.** In the event of any interference with Owner Facilities that are used for Public Safety such as Police or Fire Department, CWIRS, Paramedic or LAnet systems, or any future public safety-related systems, which is caused by LA-RICS AUTHORITY's equipment or operations, LA-RICS AUTHORITY shall be immediately notified by Owner of such interference. LA-RICS AUTHORITY will make commercially reasonable efforts to cause any such interference to cease within twenty-four (24) hours after receipt of notice of interference from Owner. In the event any such interference with pre-existing Public Safety Systems does not cease within the aforementioned cure period, LA-RICS AUTHORITY shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. In the event any such interference with any Public Safety Systems that were installed or modified after the LA-RICS Facility does not cease within the aforementioned cure period, LA-RICS AUTHORITY and Owner agree to cooperatively make commercially reasonable efforts to resolve any radio frequency interference issues or to determine which communications system, if any, must cease operations pending such resolution.

**15.07 Interference With Non-Public Safety Systems.** In the event LA-RICS AUTHORITY's operations or equipment causes interference with non-public safety-related systems of Owner or any other duly authorized occupant of the Real Property, written notice of such interference shall be provided to LA-RICS AUTHORITY. LA-RICS AUTHORITY will cause any such interference to cease within seventy-two (72) hours after receipt of notice of interference from Owner. In the event any such interference with pre-existing non-public safety-related systems does not cease within the aforementioned cure period, LA-RICS AUTHORITY shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. In the event any such interference with any non-public safety-related systems that were installed or modified after the LA-RICS Facility does not cease within the aforementioned cure period, LA-RICS AUTHORITY and Owner agree to cooperatively make commercially reasonable efforts to resolve any radio frequency interference issues.

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

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

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

16. **UTILITIES**

16.01 LA-RICS AUTHORITY shall, at its sole cost and expense, cause the installation of any utility service line including electrical supply and telephone lines in the Utilities Space required by or for the conduct of the Permitted Activities. The utilities shall be separately metered and LA-RICS AUTHORITY shall be responsible for the payment of all charges for use of utilities necessary for the operation of the LA-RICS Facility on the LTE Site.

16.02 If such separately metered utilities installation is not feasible, as determined by Owner, LA-RICS AUTHORITY acknowledges and agrees that LA-RICS AUTHORITY nonetheless shall be responsible for any and all costs of utilities used by LA-RICS AUTHORITY, which costs will be invoiced by Owner and paid by LA-RICS AUTHORITY within thirty (30) days of its receipt of such invoice.

17. **HOLD HARMLESS AND INDEMNIFICATION**

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

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

## 18. INSURANCE

18.01 Without limiting LA-RICS AUTHORITY's obligations to Owner, LA-RICS AUTHORITY shall provide and maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the Owner's Risk Manager, and evidence of such programs satisfactory to the Owner Risk Manager in the form of an endorsement to LA-RICS AUTHORITY's general liability policy adding the Owner as an additional insured and a Certificate of Insurance evidencing all of the coverage required and their respective limits, shall be delivered to Colin Tudor Assistant City Manager, on or before the effective date of this Agreement. Such endorsement and Certificate of Insurance shall specifically identify this Agreement and shall contain express conditions that Owner is to be given written notice at least thirty (30) days in advance of any modification or termination of any provisions of insurance and shall name the Owner as an additional insured (except for the Workers' Compensation Insurance).

(a) General Liability. A program of insurance which shall be primary to and not contributing with any other insurance maintained by Owner and shall include, but not be limited to:

(1) Commercial General Liability. insurance written on ISO policy form CG 00 01 or its equivalent which may be provided in conjunction with excess or umbrella liability coverage to achieve the required limits. Policy shall be endorsed to name the Owner as an additional insured. Total limits shall be no less than:

|  |             |
|--|-------------|
| General Aggregate:                       | \$5 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury:         | \$1 million |
| Per occurrence                           | \$5 million |

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

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

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

(c) Commercial Property Insurance. Such coverage shall:

(1) Provide coverage for Owner's property, and any improvements and betterments; This coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), including Ordinance or Law Coverage, flood, and Business Interruption equal to two (2) years annual rent;

(2) Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value whichever is less. Insurance proceeds shall be payable to the Owner and LA-RICS AUTHORITY as their interests may appear and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the Agreement.

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

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

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

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

The Products/Completed Operations coverage shall continue to be maintained in the amount indicated above for at least ten (10) years from the date the Project is completed and accepted by the LA-RICS AUTHORITY and the Owner if required.

(3) Automobile Liability. Such coverage shall be written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million combined single limit for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Such insurance shall cover liability arising out of LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

(4) Professional Liability. Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the LA-RICS AUTHORITY's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$1 million per claim and \$5 million in aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.

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

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

18.03 Failure to Maintain Coverage. Failure on the part of LA-RICS AUTHORITY or its contractors to procure or maintain the required program(s) of insurance, or to provide evidence of insurance coverage acceptable to Owner, shall constitute a material breach of contract upon which Owner may immediately terminate this Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by Owner shall be repaid by LA-RICS AUTHORITY to Owner upon demand. Use of the LTE Site shall not commence until LA-RICS AUTHORITY has complied with the aforementioned insurance requirements, and shall be suspended during any period that LA-RICS AUTHORITY fails to maintain said insurance policies in full force and effect.

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

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

18.06 Separation of Insureds. All insurance to be provided herein shall include a "separation of insureds" clause and shall apply separately to each insured and additional insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. No policy shall contain any provision or exclusion (including a "cross-liability" or similar exclusion) that in effect would prevent, bar, or otherwise preclude any insured or additional insured under the policy from making a claim that would otherwise be covered by such policy on the grounds that the claim is brought by an insured or additional insured against an insured or additional insured under the policy.

18.07 Endorsement Forms Required. Endorsements adding additional insureds to required policies shall provide the broadest coverage available, but for general liability insurance no less coverage than the Insurance Services Office form CG 20 10 and the CG 20 37 with no limitations or exclusions with respect to "products/completed operations" coverage for additional insureds.

18.08 Enforcement of Agreement Provisions (non estoppel). LA-RICS acknowledges and agrees that any actual or alleged failure on the part of the Owner to

inform LA-RICS of non-compliance with any requirement imposes no additional obligations on the Owner nor does it waive any rights hereunder.

18.09 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required hereunder are minimum requirements and are not intended to limit LA-RIC's indemnification obligations nor do the indemnity obligations limit the rights of the insured parties to the coverage afforded by their insured status. Requirements of specific coverage features or limits are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

18.10 Evidence of Insurance. Concurrently with LA-RICS' execution hereof or on such later date on which coverage is to be provided hereunder, LA-RICS shall deliver to the Owner certificates of insurance and endorsements providing the required additional insured status on general, excess, and pollution liability policies. The evidence provided must be adequate to allow the Owner to determine if all insurance requirements have been met. The Owner shall have no duty to pay or perform under the Agreement until such evidence of insurance, in compliance with all requirements of this Insurance Section has been provided. LA-RICS shall promptly deliver to the Owner evidence of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverages for the terms specified herein. Such evidence shall be delivered to the Owner not less than seven (7) days prior to the expiration date of any policy, or such shorter period as approved in advance by the Owner.

## 19. TAXES

19.01 LA-RICS AUTHORITY and Owner agree that this is a license and not a lease and no real estate interest is being conveyed herein. Nonetheless, LA-RICS AUTHORITY acknowledges that a possessory interest (as defined in California Revenue and Taxation Code Section 107) in the LTE Site may be created by this Agreement and LA-RICS AUTHORITY may be subject to property taxation if such possessory interest is created.

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

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



19.04 Owner reserves the right to pay any such tax, assessment, fees or charges, and all monies so paid by Owner shall be repaid by LA-RICS AUTHORITY to Owner upon demand.

20. **NOTICES**

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

LA-RICS AUTHORITY  
2525 Corporate Place, Second Floor

Monterey Park, California 91754

ATTN: Executive Director, Patrick Mallon

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

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

Tony Ramos  
City Manager  
207 Harvard Ave.  
Claremont, CA 91711  
909-399-5441  
tramos@ci.claremont.ca.us

Paul Cooper  
Chief of Police  
570 W. Bonita Ave.  
Claremont, CA 91711  
909-399-5401  
pcooper@ci.claremont.ca.us

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

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

**21. LA-RICS FACILITY REMOVAL**

21.01 LA-RICS AUTHORITY shall remove all of its LA-RICS Facility and personal property and improvements from the LTE Site and the Real Property and restore the LTE Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, within sixty (60) days of the expiration or termination of this Agreement for any reason. If weather conditions or lack of access to the LTE Site render the timely removal of LA-RICS AUTHORITY's property impossible, then LA-RICS AUTHORITY shall have sixty (60) days from the earliest date on which access is possible in which to comply with this provision.

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

**22. INDEPENDENT STATUS**

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

**23. AMENDMENT**

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

**24. ASSIGNMENT**

24.01 This Agreement may not be sublicensed, assigned or transferred by LA-RICS AUTHORITY without the written approval or consent of the Owner, which consent may not be unreasonably withheld or conditioned, except that the LA-RICS

AUTHORITY may sublicense this Agreement to any of its member agencies, FirstNet or grant funding agencies with prior notice but without such approval or consent of the Owner.

24.02 No change of membership of LA-RICS AUTHORITY shall constitute an assignment, sublicense or transfer hereunder.

24.03 To request the Owner's consent to such sublicense, assignment or transfer, LA-RICS AUTHORITY shall first deliver to the Owner:

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

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

24.05 In the case of an assignment or transfer, the proposed instrument shall include a written assumption by the transferee/assignee of all obligations of LA-RICS AUTHORITY under the Agreement requiring the transferee/assignee to perform the full obligations of the LA-RICS AUTHORITY under this Agreement and to cure, remedy or correct any event of default existing at the time of such assignment or transfer in a manner satisfactory to the Owner. Unless specified in the consent, the Owner's consent to such assignment or transfer shall not operate to release or discharge the LA-RICS AUTHORITY from its liabilities and obligations arising under the Agreement.

24.06 In the case of a sublicense, the proposed instrument shall specifically include provisions that the sublicensee shall comply with and be subject to all of the terms, covenants and conditions of this Agreement, and that the sublicensee shall be prohibited from further sublicensing, and that LA-RICS AUTHORITY shall remain fully liable for the performance of its and its sublicensees' obligations under the Agreement.

24.07 If LA-RICS AUTHORITY installs a support structure such as a monopole for its communications facility, and if such support structure is capable of collocating additional facilities, Owner shall have the exclusive right to collocate facilities for its own use and to lease or license the use of collocation space on the LA-RICS AUTHORITY's support structure to a third party or parties, based on terms negotiated by Owner and the third party or parties (if applicable). Owner may collocate communications facilities (such as radio antennas) or other facilities (such as closed circuit television cameras or

light fixtures) on the LA-RICS AUTHORITY's support structure for its own use after providing 10 business days advance written notice to LA-RICS AUTHORITY, provided that such collocation may not interfere with any of LA-RICS AUTHORITY's Permitted Activities hereunder. Owner shall notify LA-RICS AUTHORITY in advance of entering into any such collocations with third parties by providing a copy of the proposed lease or license agreement to LA-RICS AUTHORITY for its approval which approval may only be denied or conditioned if and to the extent necessary for LA-RICS AUTHORITY not to violate any grant-related restrictions. If LA-RICS AUTHORITY does not provide to Owner a denial or conditional approval in writing with 30 days of receipt of the proposed lease or license agreement, the proposed lease or license agreement shall be deemed approved without conditions. The lease or license with third parties shall specifically include a requirement that any third-party use of the support structure shall not interfere with LA-RICS AUTHORITY's Permitted Activities under this Agreement. The parties agree that any revenues generated by such third-party leases or licenses by Owner shall be retained by Owner. Notwithstanding the foregoing, Owner and the LA-RICS AUTHORITY may agree to a reasonable sum intended to compensate LA-RICS AUTHORITY for its operational, administrative and other costs associated with third-party use of the LA-RICS AUTHORITY support structure, if any.

25. **SUBORDINATION AND NON-DISTURBANCE**

25.01 Owner shall use commercially reasonable efforts to obtain, not later than 30 days following a request by LA-RICS AUTHORITY, a Non-Disturbance Agreement, as defined below, from its existing mortgagees, ground lessors and master lessors, if any, of the Real Property. At Owner's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "Mortgage") by Owner which from time to time may encumber all or part of the Real Property; provided, however, as a condition precedent to LA-RICS AUTHORITY being required to subordinate its interest in this Agreement to any future Mortgage covering the Real Property, Owner shall obtain for LA-RICS AUTHORITY's benefit a non-disturbance and attornment agreement in a form reasonably satisfactory to LA-RICS AUTHORITY and containing at a minimum the terms set forth hereinbelow ("Non-Disturbance Agreement"), and shall recognize LA-RICS AUTHORITY's right to remain in occupancy of and have access to the LTE Site as long as LA-RICS AUTHORITY is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchase of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Real Property, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, (b) fulfill Owner's obligations under this Agreement, and (c) promptly cure all of the then-existing Owner defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers.

25.02 In return for such Non-Disturbance Agreement, LA-RICS AUTHORITY will execute an agreement for the Lender's benefit in which LA-RICS AUTHORITY: (i)

confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of the Lender, (ii) agrees to attorn to Lender if Lender becomes the owner of the Real Property, and (iii) agrees to accept a cure by Lender of any of Owner's defaults, provided such cure is completed within the deadline applicable to Owner.

26. **CONDEMNATION**

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

27. **DEFAULT**

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

27.02 In the event that LA-RICS AUTHORITY fails to cure a default within sixty (60) days or as otherwise provided in this Section, Owner may: (a) cure the default and invoice LA-RICS AUTHORITY for all costs reasonably incurred in effecting such cure, or (b) terminate this Agreement upon written notice to LA-RICS AUTHORITY, take possession of the LTE Site and remove all LA-RICS AUTHORITY's improvements located thereon.

27.03 In the event of a default hereunder by Owner, LA-RICS AUTHORITY shall provide written notice thereof to Owner. Owner shall have sixty (60) days from the date of said notice in which to cure the default, provided that Owner shall have such extended period beyond sixty (60) days as may be required if the nature of the cure is

such that it reasonably requires more than sixty (60) days and Owner has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. LA-RICS AUTHORITY may not maintain any action or effect any remedies for default against Owner unless and until Owner has failed to cure a default within the time periods set forth in this Section.

27.04 In the event that Owner fails to cure a default within sixty (60) days or as otherwise provided in this Section, LA-RICS AUTHORITY may: (a) cure the default and invoice Owner for all costs reasonably incurred by LA-RICS AUTHORITY in effecting such cure, or (b) terminate this Agreement upon written notice to Owner.

## 28. **WAIVER**

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

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

## 29. **HAZARDOUS MATERIALS**

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

29.02 LA-RICS AUTHORITY shall, within twenty-four (24) hours of the discovery by it of the presence of, or suspected presence any hazardous substances on, under, about or within the Real Property, give written notice to Owner.

29.03 The parties each agree to indemnify, hold harmless and defend the other and the other's agents, officers, employees, and contractors against any and all losses,

liabilities, claims and/or costs (including reasonably attorneys' fees and costs) to the extent arising from the indemnifying party's breach of any warranty or agreement contained in this Section.

29.04 Except as expressly provided in this Section 29, Owner shall have no liability whatsoever to LA-RICS AUTHORITY or any indemnification obligations in respect of any pre-existing environmental conditions or hazardous substances on, under, about or within the Real Property as of the effective date of this Agreement.

30. **DAMAGE OR DESTRUCTION; FORCE MAJEURE**

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

30.02 Should any matter or condition beyond the control of the parties, such as war, public emergency, calamity, fire, earthquake, flood or act of God prevent performance of this Agreement by either party, such party shall be relieved of the performance of such obligations during the time period of the event.

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

31. **AUTHORIZATION WARRANTY**

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

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

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

33. **COMPLIANCE WITH APPLICABLE LAW**

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

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

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

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

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

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

34.05 While the Owner reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a



determination by the California Fair Employment Practices Commission, the Federal Equal Employment Opportunity Commission that LA-RICS AUTHORITY has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by Owner that LA-RICS AUTHORITY has violated the anti-discrimination provisions of this Agreement.

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

35. **NON EXCLUSIVITY**

Nothing herein is intended or shall be construed as creating any exclusive arrangement with LA-RICS AUTHORITY. This Agreement shall not restrict the Owner from entering into similar, equal or like arrangements with other entities.

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

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

37. **CONFIDENTIAL INFORMATION; PUBLIC RECORDS ACT**

37.01 "Confidential Information" means any information that is disclosed in written, graphic, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being 'trade secret' or 'proprietary' or 'confidential'. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving party; is already known to the receiving party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing party.

37.02 The parties will use reasonable efforts to avoid sharing Confidential Information with each other. However, during the term of this Agreement, the parties may provide each other with Confidential Information. Each party will: (i) maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; (ii) restrict disclosure of the Confidential Information to its

employees who have a “need to know” and not copy or reproduce the Confidential Information; (iii) take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and (iv) use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

37.03 The parties acknowledge that each is a public agency that is subject to document requests pursuant to the California Public Records Act and Freedom of Information Act (collectively, the “Acts”). If a party receives a request under the Acts for any records which would constitute Confidential Information received by it from the disclosing party, such party shall notify the disclosing party within five (5) business days and to the extent allowed by law, shall apply exceptions to disclosure of the Confidential Information that are applicable under the Acts. If a suit is filed by a member of the public with respect to any such request, the party named in the suit will cooperate in any action to intervene filed by the disclosing party seeking to protect the Confidential Information from public disclosure. Notwithstanding any provision in this Agreement to the contrary, the disclosing party will indemnify and hold harmless the other party for any and all costs and attorney fees awarded to a prevailing plaintiff arising out of or related to a suit which result from the party’s actions, taken at disclosing party’s request, in compliance with this provision in protecting the Confidential Information from public disclosure. Such reimbursement by the disclosing party shall be made within thirty days after receipt of the other party’s invoice evidencing same.

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

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

**39. LA-RICS AUTHORITY’S STAFF AND EMPLOYMENT PRACTICES**

39.01 LA-RICS AUTHORITY shall designate one member of its staff as an Operations Manager with whom the Owner may deal with on a daily basis. Any person selected by LA-RICS AUTHORITY as an Operations Manager shall be fully acquainted with LA-RICS AUTHORITY’s operation, familiar with the terms and the conditions

prescribed therefore by this Agreement, and authorized to act in the day-to-day operation thereof.

39.02 LA-RICS AUTHORITY shall establish an identification system for each of its personnel assigned to service the LTE Site, including Authorized Representatives defined in Section 13.01, that clearly indicates the name of the person, and the entity for whom the person works. The identification system shall be furnished at LA-RICS AUTHORITY expense and may include appropriate uniform attire and name badges as routinely maintained by LA-RICS AUTHORITY.

40. **NON-AVAILABILITY OF FUNDING**

The Owner and LA-RICS AUTHORITY hereby acknowledge and agree that LA-RICS AUTHORITY's performance of its obligations under this Agreement is subject to the continuing availability of federal grant funds or other funding sources for the LA-RICS Project. This Agreement may be terminated by LA-RICS AUTHORITY (and the LA-RICS Facility removed from the LTE Site in accordance with Section 21 hereof) upon a loss or reduction of federal grant funds or other applicable funding sources.

41. **BANKRUPTCY**

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

42. **SUCCESSORS AND ASSIGNS**

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

43. **SEVERABILITY**

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

44. **INTERPRETATION**

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

45. **ENTIRE AGREEMENT**

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

[signature page to follow]

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

THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

CITY OF CLAREMONT

A California Joint Powers Authority

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

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

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

RICHARD D. WEISS  
Acting County Counsel

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

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

# EXHIBIT A

## REAL PROPERTY DESCRIPTION

LAND DESC AS PAR 1 IN DOC 1919170,030703  
POR OF SW 1/4 OF SEC 2 T IS R 8W

**Assessor's ID No:**  
8307-002-903

| Site ID | Facility Name             | Organization                  | Address Line          | City      | Zip Code | Parcel Owner      |
|---------|---------------------------|-------------------------------|-----------------------|-----------|----------|-------------------|
| CLM     | Claremont Microwave Tower | City of Claremont Police Dept | 1616 Monte Vista Ave. | Claremont | 91711    | City of Claremont |

# **EXHIBIT B**

## **EQUIPMENT LIST**

- Antenna Support Hardware
- LTE Antennas and line
- Microwave Dishes
- Generator & Fuel
- Automatic Transfer Switch
- Electrical H-Frame
- Equipment Pad
- RBS Radio Cabinet (at all LTE sites)
- BBS Radio Battery Cabinet (at all LTE sites)
- TMR Microwave Cabinet (at sites with microwave)
- BBS Microwave Battery Cabinet (at sites with more than 6 microwave radios)
- MPLS Site Router (at all LTE sites)
- Fiber Network Interface Device (at Fiber Sites)

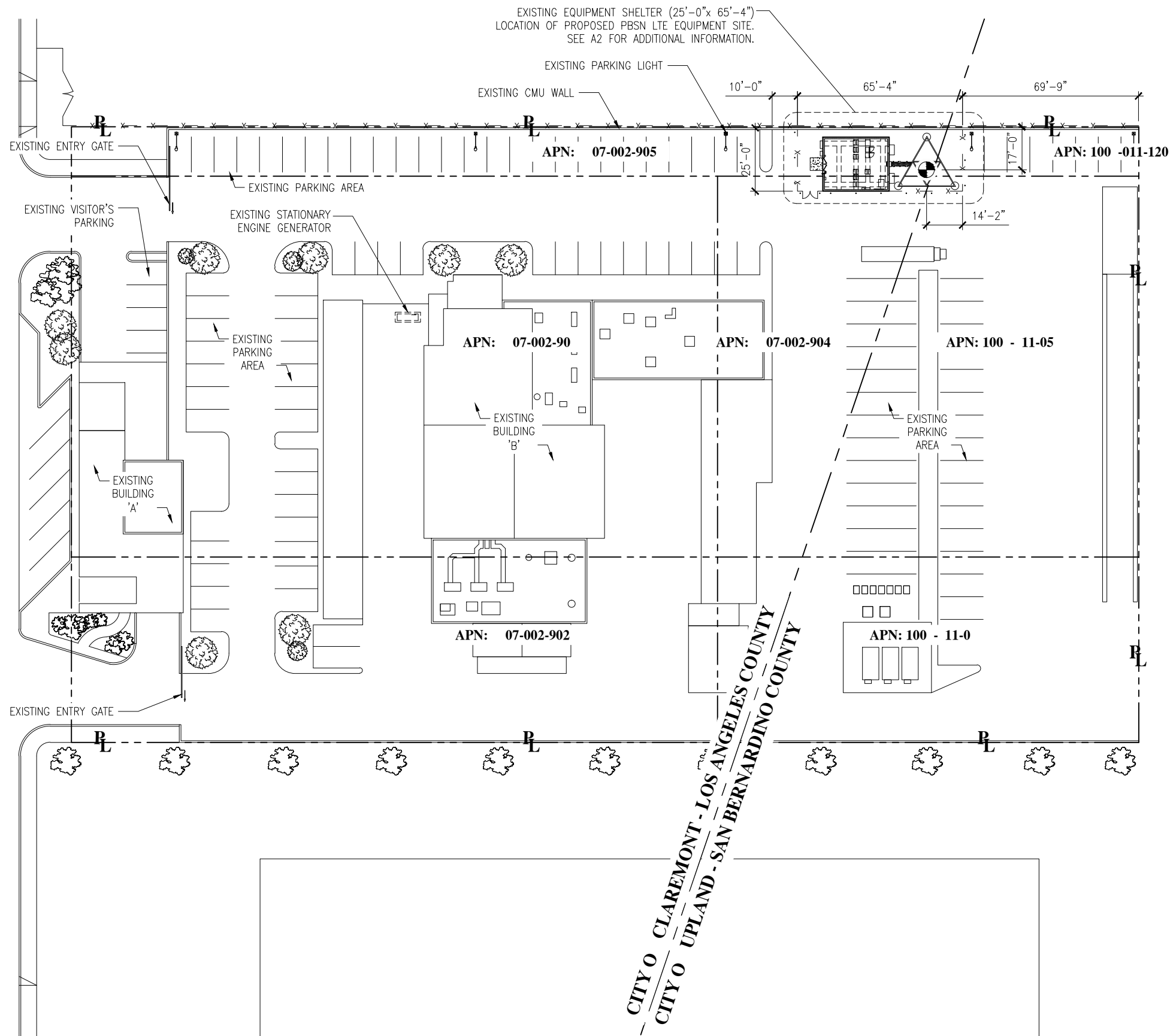
**EXHIBIT C**  
**SITE PLAN**

**[TO BE PROVIDED IN DRAFT AND THEN AS-  
BUILT INCORPORATED BY REFERENCE]**

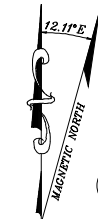


**NOTES:**

1. CONSTRUCTION STAGING AREA TO BE DETERMINED AT PRE CONSTRUCTION WALK WITH LANDLORD & AUTHORITY
2. VERIFY POWER/UTILITY DESIGN PRIOR TO CONSTRUCTION.



N CLAREMONT BL D



**01 SITE PLAN & NOTES**  
SCALE: 1"=20'

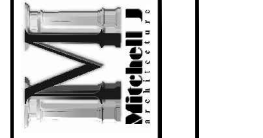


**CITY OF CLAREMONT - LOS ANGELES COUNTY**  
**CITY OF UPLAND - SAN BERNARDINO COUNTY**



**GENERAL DYNAMICS**  
INFORMATION TECHNOLOGY

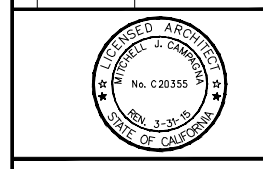
**MITCHELL J ARCHITECTURE, INC.**  
4885 Ronson Court, Suite N  
San Diego, CA 92111  
858.650.3130 (ph) 858.650.3140 (fax)



SET ISSUED FOR REVIEW  
2ND REVIEW  
CONSTRUCTION RECORD

DATE  
09-15-14

**EXHIBIT C**

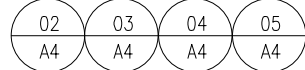
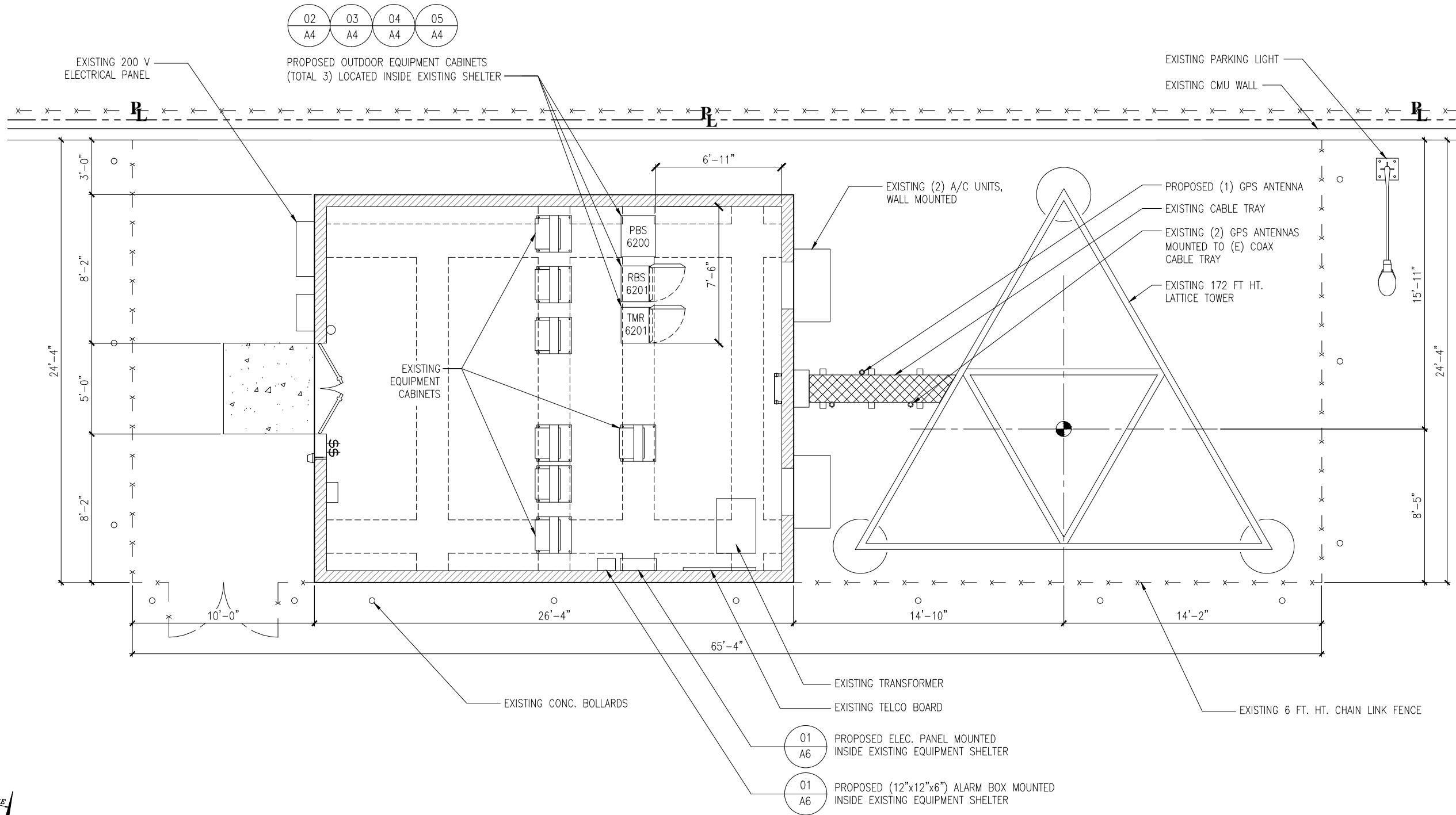


**SITE PLAN A1**

**CLM**  
**CLAREMONT MICROWAVE TOWER**

**NOTES:**

1. CONSTRUCTION STAGING AREA TO BE DETERMINED AT PRE CONSTRUCTION WALK WITH LANDLORD & AUTHORITY
2. VERIFY POWER/UTILITY DESIGN PRIOR TO CONSTRUCTION.



- 01 A6 PROPOSED ELEC. PANEL MOUNTED INSIDE EXISTING EQUIPMENT SHELTER
- 01 A6 PROPOSED (12"x12"x6") ALARM BOX MOUNTED INSIDE EXISTING EQUIPMENT SHELTER



**GENERAL DYNAMICS**  
 INFORMATION TECHNOLOGY

MITCHELL J ARCHITECTURE, INC.  
 4885 Ronson Court, Suite N  
 San Diego, CA 92111  
 858.650.3130 (ph) 858.650.3140 (fax)

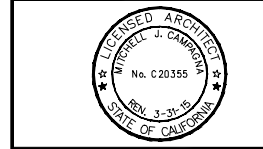


Los Angeles Regional Interoperable Communications System

**CLM**  
**CLAREMONT MICROWAVE TOWER**

|                |          |
|----------------|----------|
| SET ISSUED FOR | DATE     |
| REVIEW         | 09-15-14 |
| 2ND REVIEW     |          |
| CONSTRUCTION   |          |
| RECORD         |          |

**EXHIBIT C**



**ENLARGED**  
**SITE PLAN**  
**A2**

# **EXHIBIT D**

## **SITE ACCESS AND USE PROCEDURES**

Access to the LTE Site shall be controlled by the Owner's Police Department. LA-RICS AUTHORITY's Authorized Representatives shall make telephone contact with Police at telephone: 909-399-5401 at least four (4) hours in advance of a visit to gain access. LA-RICS AUTHORITY's Authorized Representatives shall be in uniform and/or wearing a distinctive form of employer identification. LA-RICS AUTHORITY's Authorized Representatives shall present appropriate photo identification and employer identification to Police, and be escorted by Police to the LTE Site. LA-RICS AUTHORITY's Authorized Representatives may only enter upon and access the Licensed Site located on Monte Vista Avenue in a single vehicle per visit, unless prior approval for multiple vehicles has been requested to and authorized by Police. Once escorted to the LTE Site, the LA-RICS AUTHORITY's Authorized Representatives shall have unrestricted access to the communications facility and support structure.

Should LA-RICS require emergency access, LA-RICS shall follow the same procedures as above giving as much advance notice of a visit to Police as practical in the circumstances.

## LTE SITE ACCESS AGREEMENT

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

**BY AND BETWEEN**

**CITY OF COVINA**, a body corporate and politic, hereinafter referred to as "Owner"

**AND**

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

### **RECITALS:**

**WHEREAS**, The LA-RICS AUTHORITY is a joint powers authority established pursuant to a Joint Powers Agreement dated January 2009 ("JPA") for the purpose of coordinating governmental services to establish a wide-area interoperable public safety communications network commonly known as LA-RICS;

**WHEREAS**, Owner is a member of the LA-RICS AUTHORITY; and

**WHEREAS**, Owner owns certain real property described on Exhibit A attached hereto and incorporated herein by reference ("Real Property"); and

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

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

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

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

1. **LTE SITE; LICENSE**

1.01 Owner hereby grants to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from Owner on the terms and conditions set forth herein, a license to enter upon and use a designated portion of the Real Property, and/or a specific facility, such as a tower or building located on the Real Property, (collectively, the "LTE Sites" and each, individually, a "LTE Site"), together with a non-exclusive right to use designated space and easements on the Real Property (i) for pedestrian and/or vehicular ingress to and egress from the LTE Site ("Site Access Space") and (ii) for the installation of utilities serving the LTE Site ("Utilities Space"), all as shown on Exhibit C attached hereto and incorporated herein by this reference, for the Permitted Activities defined in Section 2 hereof.

1.02 The LA-RICS AUTHORITY has personally inspected the LTE Site(s) and the surrounding area and evaluated the extent to which the physical condition thereof will affect its operations. The LA-RICS AUTHORITY, on behalf of itself and its member agencies, the LTE Vendor, the Broadband Vendor and the FirstNet Parties, accepts each LTE Site, Site Access Space and Utilities Space "as-is" and with all faults, in its present physical condition, including its environmental condition, with no duty for either party to investigate. Owner makes no warranty, express or implied, and specifically disclaims all warranties whatsoever, as to the fitness for purpose, condition of or suitability of any LTE Site, Site Access Space, Utilities Space, or the Real Property for the LA-RICS AUTHORITY's intended use or for any purpose; including without limitation its physical condition, including the condition and stability of the soils or groundwater on or under any of the Real Property; or the presence of pollutants, hazardous substances or contaminants therein. Except as otherwise provided in this Agreement, the LA-RICS AUTHORITY agrees that it shall make no demands on Owner for any repair, improvement or alteration of the LTE Site, Site Access Space, Utilities Space or the Real Property, and shall make no claims whatsoever against Owner for costs, damages, or expenses as a result of the condition of any LTE Site, Site Access Space, Utilities Space or the Real Property or for the costs incurred for any remediation or preparation work undertaken to ready the LTE Site or the Real Property for LA-RICS AUTHORITY's use pursuant to this Agreement.

1.03 LA-RICS AUTHORITY hereby acknowledges the title or other legal right of possession of the Owner or its successors in the Real Property and covenants and agrees never to assail, contest, or resist said title. LA-RICS AUTHORITY shall keep the Real Property, LTE Sites, Site Access Space, and Utilities Space free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of LA-RICS AUTHORITY. If any lien is filed, LA-RICS AUTHORITY shall promptly discharge, bond or otherwise secure same to Owner's satisfaction.

1.04 Ownership of the LA-RICS Facility (as defined in Section 2.01) constructed by the LA-RICS AUTHORITY upon each and every site comprising the LTE Site and all alterations, additions or betterments thereto shall be the personal property of the LA-RICS AUTHORITY and not fixtures, and shall remain with the LA-RICS AUTHORITY. The LA-RICS AUTHORITY may remove the LA-RICS Facility or any elements thereof at any time during the term of the Agreement at its sole cost and expense and in compliance with this Agreement, and Owner hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

## **2. PURPOSE AND USE**

2.01 The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use each LTE Site, Site Access Space and Utilities Space for the installation, operation, maintenance, and repair of a LTE communication facility (including a support structure such as a monopole if described in the exhibits hereto) to be used for public safety purposes. The LA-RICS AUTHORITY and its Authorized Representatives (as defined in Section 13.01 hereof), at its sole expense in accordance with all of the terms and conditions of this Agreement, shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS AUTHORITY's LTE communications system, which typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements listed on Exhibit B attached hereto and incorporated herein by this reference (such LTE system and associated infrastructure, shelters, equipment and related improvements, and other related materials as may be deemed necessary by the LA-RICS AUTHORITY collectively, the "LA-RICS Facility"). Each LTE Site, Site Access Space and Utilities Space shall be used only for the purposes authorized by this Section 2.01, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

2.02 The LA-RICS AUTHORITY shall ensure that all usage of the LTE Site, Site Access Space and Utilities Space hereunder, including without limitation usage by the Authorized Representatives of LA-RICS AUTHORITY, is in compliance with all terms and conditions of this Agreement.

2.03 Nothing contained in this Agreement shall be deemed or construed in any way to limit the Owner's authority to exercise any right or power concerning the utilization of the Real Property including without limitation the LTE Site, Site Access Space and Utilities Space; provided, however, that such Owner authority shall not be exercised in a manner inconsistent with this Agreement.

## **3. APPROVALS/DESIGN REVIEW**

3.01 The LA-RICS AUTHORITY shall furnish and submit to Owner copies of project plans and specifications (along with any other information reasonably requested by Owner) for the LTE Site at the 50%, 75%, and 100% stages of design development,

for Owner's review and input. LA-RICS AUTHORITY agrees to discuss with Owner the Owner's concerns, if any, regarding the proposed plans.

3.02 Upon the Owner's and LA-RICS AUTHORITY's approval of the final site plan for the LTE Site, such final site plan will be deemed incorporated herein by reference as Exhibit C. Owner and the LA-RICS AUTHORITY acknowledge that the LA-RICS AUTHORITY is a California joint powers authority whose members have specified, pursuant to Section 4.04 of its Joint Powers Agreement and Section 6509 of the California Government Code, that all common powers exercised by the LA-RICS AUTHORITY's Board of Directors shall be exercised in a manner consistent with, and subject to all the restrictions and limitations upon the exercise of such powers, as are applicable to the County of Los Angeles ("County") (i.e., the LA-RICS AUTHORITY has adopted the County's operating mode). Accordingly, Owner and the LA-RICS AUTHORITY agree that the LA-RICS AUTHORITY will comply with the Owner's City Building Code requirements. The parties agree that Owner's concerns will be taken into consideration throughout the LTE Site plan approval process, as described in this Section 3 (Approvals/Design Review) and in Section 8 (Alterations).

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

#### 4. **TERM**

The initial term ("Initial Term") of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and shall terminate on the fifteenth (15th) anniversary of the Commencement Date, unless terminated earlier by: (a) written notice of termination by LA-RICS AUTHORITY; or (b) written notice of termination by Owner pursuant to Section 30 (Default) hereof. If not terminated earlier, at the end of the Initial Term, the Agreement shall automatically renew for one year renewal terms unless and until terminated by written notice of termination by Owner pursuant to Section 30 (Default) hereof or by six (6) months written notice of termination given by either Party.

5. **CONSIDERATION**

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

6. **CONDITIONS PRECEDENT TO INSTALLATION OR ALTERATION OF LA-RICS FACILITY**

6.01 Owner shall have the opportunity to review and provide input, if any, and to approve all project plans and specifications for the LA-RICS AUTHORITY's proposed installation of the equipment comprising the LA-RICS Facility and for any proposed alterations (not including "like-kind" replacements) of the equipment comprising the LA-RICS Facility after LA-RICS AUTHORITY's initial installation of the LA-RICS Facility on the LTE Site. The LA-RICS AUTHORITY shall not commence installation of equipment comprising the LA-RICS Facility or permit any alteration of same on a LTE Site, or any portion thereof, including changes to power outputs or changes in the use of frequencies described in Exhibit B hereto until the Owner has been provided an opportunity to review and has approved the plans and specifications. Such approval shall not be unreasonably denied, delayed or conditioned.

6.02 Owner's review and approval of the plans shall not release the LA-RICS AUTHORITY from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The LA-RICS AUTHORITY shall be responsible for notifying Owner and all other relevant parties immediately upon discovery of such omissions and/or errors.

6.03 The LA-RICS AUTHORITY, prior to commencement of any activity on a LTE Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, will provide Owner evidence that it has complied with all applicable requirements of the California Environmental Quality Act (Pub. Resources Code § 21000 et seq., "CEQA").

7. **INSTALLATION**

7.01 LA-RICS AUTHORITY shall install the LA-RICS Facility at its own expense and risk as approved by Owner in accordance with the terms hereof, including without limitation Section 6.

7.02 LA-RICS AUTHORITY shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices.

7.03 Each component of the LA-RICS Facility shall be clearly identified with LA-RICS AUTHORITY's and, as applicable, member agency, LTE Vendor, Broadband Vendor, and/or FirstNet Party's name, address, telephone number, Federal



Communications Commission (“FCC”) license and frequencies in use. Such identification shall be attached to each component of the LA-RICS Facility in plain view.

7.04 LA-RICS AUTHORITY shall have the right to finance and construct approved equipment and related improvements on the LTE Site at LA-RICS AUTHORITY’s sole cost and expense, except as may be provided otherwise by other agreements.

7.05 Owner shall have the right to inspect the LA-RICS Facility and the LTE Site at any time during and after installation upon not less than 24 hours prior written notice to the LA-RICS AUTHORITY (except in cases of emergency pursuant to Section 14 hereof) and, at LA-RICS AUTHORITY’s option, with the right to require an LA-RICS AUTHORITY representative to accompany Owner during any such inspection of or access to a LTE Site.

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

## 8. **ALTERATIONS**

8.01 LA-RICS AUTHORITY shall make no renovations, alterations, structural upgrades or other improvements to the LTE Site or the Real Property other than to install, maintain, replace and operate the LA-RICS Facility in accordance with the documentation attached hereto as Exhibits A, B, and C and/or as permitted elsewhere herein, without providing prior written notice to Owner, provided that such renovations, alterations, or improvements shall be consistent with the Permitted Activities set forth in Section 2.01 hereof.

8.02 Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS AUTHORITY shall have the right to: (a) make repairs and replacements of “like-kind” infrastructure, shelters, equipment, and/or related improvements without providing notice to the Owner, and (b) perform any alterations or modifications that may be required pursuant to the Spectrum Manager Lease Agreement between LA-RICS AUTHORITY and the FirstNet Parties dated July 1, 2013 (the “Spectrum Lease Agreement”) or that may be required as a result of FCC rules or regulations, after providing notice to the Owner.

8.03 LA-RICS AUTHORITY agrees to submit to the Owner, for review and approval as required by Section 6 hereof, all plans and specifications, working drawings, and other information reasonably required by the Owner covering proposed alterations by LA-RICS AUTHORITY. All work to be done by LA-RICS AUTHORITY shall be performed in accordance with the plans provided to and approved by Owner and shall, where required, be subject to inspection by Owner's City Building Inspector.

8.04 Upon completion of any alterations at the LTE Site permitted hereunder, LA-RICS AUTHORITY shall provide Owner with updated versions of the As-Builts consistent with the requirements of Section 7.06 hereof.

## 9. **MAINTENANCE**

9.01 Owner shall be responsible for general maintenance of the Real Property, including the LTE Site, but excluding the LA-RICS Facility, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities.

9.02 Following the construction and installation of LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements, LA-RICS AUTHORITY shall thereafter, at its sole cost and expense, perform maintenance, repairs, and like-kind replacements of its equipment comprising the LA-RICS Facility as necessary and appropriate for its ongoing business and has the right to do all work necessary to maintain the LTE Site to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements and as required for LA-RICS AUTHORITY's operations of the LA-RICS Facility at the LTE Site.

9.03 The LTE Site shall be kept neat and clean by LA-RICS AUTHORITY and ready for normal use by Owner and other users. Should LA-RICS AUTHORITY fail to accomplish this, following fourteen (14) days' written notice from Owner, Owner may perform the work and LA-RICS AUTHORITY shall pay the cost thereof upon written demand from Owner.

## 10. **CONSTRUCTION & MAINTENANCE STANDARDS**

10.01 Installation, operation and maintenance activities by LA-RICS AUTHORITY on the LTE Site, Site Access Space and Utilities Space shall be performed in a neat and workmanlike manner and shall at all times comply in all respects to the statutes, laws, ordinances and regulations of any governmental authority having jurisdiction which are applicable to the installation, construction, operation and maintenance activities of LA-RICS AUTHORITY under this Agreement, including but not limited to the Owner's City Building Code.

10.02 LA-RICS AUTHORITY shall remove any debris anywhere on the Real Property resulting from installation, maintenance, operation and construction on the LTE Site by LA-RICS AUTHORITY or its Authorized Representatives. In the event that LA-RICS AUTHORITY fails to remove such debris from the Real Property, Owner shall

provide written notice to LA-RICS AUTHORITY and allow LA-RICS AUTHORITY fourteen (14) days after receipt of notice to remove such debris. After the expiration of such ten-day period, Owner shall cause such debris to be removed and invoice LA-RICS AUTHORITY for the reasonable costs of said removal.

10.03 LA-RICS AUTHORITY shall be responsible for the timely repair of all damage to the LTE Site or the Real Property or the repair or replacement of damaged or destroyed personal property of the Owner or third parties caused by the activities of LA-RICS AUTHORITY or its Authorized Representatives. Should LA-RICS AUTHORITY fail to promptly make such repairs or replacements after 30 days written notice from Owner, Owner may have repairs or replacements made and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by Owner.

## 11. **OTHER OPERATIONAL RESPONSIBILITIES**

11.01 As applicable, LA-RICS AUTHORITY and its Authorized Representatives (as defined in Section 13.01) shall:

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

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

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

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

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

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

11.04 Illegal Activities. LA-RICS AUTHORITY and its Authorized Representatives shall not knowingly permit any illegal activities to be conducted upon the LTE Site or the Real Property.

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

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

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

## 12. **RELOCATION**

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

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

(b) Owner shall pay all costs incurred by LA-RICS AUTHORITY for relocation of LA-RICS AUTHORITY's equipment from the LTE Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LTE Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as

that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY's use of the Alternate Site;

(c) Owner shall give LA-RICS AUTHORITY at least six (6) months written notice before requiring relocation; and

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

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

(a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LTE Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment; (iv) does not interfere with the current or planned future use of the Real Property by the Owner or by the Owner's other licensees, lessees, invitees or other users.

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

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

### 13. **ACCESS TO LTE LTE SITE**

13.01 LA-RICS AUTHORITY, and its Authorized Representatives (as defined herein) shall be allowed access over, through and across the Real Property, at its sole risk and expense, for ingress to and egress from the applicable LTE Site twenty-four (24) hours per day, seven (7) days per week in accordance with the Site Access and Use Procedures specified by Owner and attached hereto as Exhibit D. For purposes hereof, "Authorized Representatives" shall mean only authorized employees of the LA-RICS AUTHORITY, properly authorized contractors of the LA-RICS AUTHORITY or persons under their direct supervision. Owner hereby acknowledges that Authorized Representatives of the LA-RICS AUTHORITY include its member agencies, the LTE

Vendor, and the FirstNet Parties. The LA-RICS AUTHORITY shall provide Owner with advance notice of all of its representatives or agents who are Authorized Representatives pursuant to this Section.

13.02 LA-RICS AUTHORITY acknowledges and agrees that occasions may arise requiring the LA-RICS AUTHORITY to share in the cost of cleaning up of mud-slide debris or other debris, and restoring the Site Access Space to its original accessible condition after a storm or heavy rainfall or other severe weather event or natural disaster. LA-RICS AUTHORITY hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from Owner, and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to LA-RICS AUTHORITY by Owner upon at least thirty (30) days' notice. Notwithstanding the foregoing, the LA-RICS AUTHORITY's financial burden pursuant to this Section shall not exceed five thousand dollars (\$5,000) per incident.

#### 14. **EMERGENCY ACCESS BY OWNER**

14.01 The Owner and its authorized agents may access the LTE Site at any time for the purpose of inspection and/or for making emergency improvements or repairs to the LTE Site or to interrupt or terminate LA-RICS AUTHORITY's transmission(s) from the LTE Site or electrical supply to the LTE Site, should LA-RICS AUTHORITY be unable or unwilling to respond to Owner's request to take immediate action to correct any deficiency which threatens Owner's operation on the LTE Site or on the Real Property, provided that Owner shall endeavor to provide a 24-hour prior notice to LA-RICS AUTHORITY and shall access the LTE Site in the presence, if possible, of an LA-RICS AUTHORITY representative, if provided by LA-RICS AUTHORITY.

14.02 Notwithstanding the foregoing, Owner shall not be required to provide notice to LA-RICS AUTHORITY prior to entering the LTE Site and taking any of the actions described in Section 14.01 due to an emergency. Owner shall use its best efforts to minimize any inconvenience or disturbance to LA-RICS AUTHORITY when entering the LTE Site and Owner shall notify LA-RICS AUTHORITY of such entry and/or actions pursuant to Section 14.01 as soon as reasonably practicable after such entry or actions have been undertaken by Owner.

14.03 LA-RICS AUTHORITY shall reimburse Owner within thirty (30) days of receipt of Owner's written request for Owner's actual costs to correct any deficiency that is corrected by Owner pursuant to this Section.

14.04 LA-RICS AUTHORITY AGREES NOT TO HOLD OWNER RESPONSIBLE OR LIABLE FOR AND SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY DAMAGE, LOSS, CLAIM OR LIABILITY OF ANY NATURE SUFFERED AS A RESULT OF THE LOSS OF THE USE OF THE LA-RICS FACILITY OR OTHER FACILITIES AT THE LTE SITE OR OTHERWISE AFFECTED BY THE EMERGENCY ACTIONS TAKEN BY OWNER.

## 15. RADIO FREQUENCY EMISSIONS/INTERFERENCE

15.01 LA-RICS AUTHORITY acknowledges that there are pre-existing radio frequency uses on the Real Property including governmental public safety (police) radio frequency uses and warrants that its use of the LTE Site(s) including use by any of the LA-RICS AUTHORITY or its Authorized Representatives will not interfere with those pre-existing radio frequency uses on the Real Property, as long as the pre-existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

15.02 For the purposes of this Agreement, "interference" may include, but is not limited to: (a) any use by any party or by any third party granted rights by the Owner on the Real Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the communication facility or the LA-RICS Facility; or (b) any use by LA-RICS AUTHORITY or its Authorized Representatives on the Real Property that causes electronic or physical obstruction with, or degradation of, the communications signals from pre-existing radio frequency uses on the Real Property.

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

15.04 In addition to the pre-existing uses identified in Section 15.01, LA-RICS AUTHORITY agrees that Owner may grant the use of any portions of the Real Property to any third party for the purpose of installing communications transmitting equipment, so long as such uses do not conflict or interfere with LA-RICS AUTHORITY's operations as provided for pursuant to this Agreement. Any third party granted rights by the Owner shall be required to comply with all applicable noninterference rules of the FCC.

15.05 In addition to the pre-existing uses identified in Section 15.01, Owner reserves the right, at its expense, to install on the Real Property, including without limitation within the LTE Site, its own communications shelter, telecommunication equipment, and tower space for telecommunications and/or microwave (collectively, the "Owner Facilities") so long as the installation of said Owner Facilities does not interfere with LA-RICS AUTHORITY's operations. LA-RICS AUTHORITY and Owner agree to make commercially reasonable efforts to resolve any radio frequency interference issues with equipment, transmission or reception caused by the installation of the Owner Facilities.

**15.06 Interference With Public Safety Systems.** In the event of any interference with Owner Facilities that are used for Public Safety such as Police or Fire Department, CWIRS, Paramedic or LAnet systems, or any future public safety-related systems, which is caused by LA-RICS AUTHORITY's equipment or operations, LA-RICS AUTHORITY shall be immediately notified by Owner of such interference. LA-RICS AUTHORITY will make commercially reasonable efforts to cause any such interference to cease within twenty-four (24) hours after receipt of notice of interference from Owner. In the event any such interference with pre-existing Public Safety Systems does not cease within the aforementioned cure period, LA-RICS AUTHORITY shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. In the event any such interference with any Public Safety Systems that were installed or modified after the LA-RICS Facility does not cease within the aforementioned cure period, LA-RICS AUTHORITY and Owner agree to cooperatively make commercially reasonable efforts to resolve any radio frequency interference issues or to determine which communications system, if any, must cease operations pending such resolution.

**15.07 Interference With Non-Public Safety Systems.** In the event LA-RICS AUTHORITY's operations or equipment causes interference with non-public safety-related systems of Owner or any other duly authorized occupant of the Real Property, written notice of such interference shall be provided to LA-RICS AUTHORITY. LA-RICS AUTHORITY will cause any such interference to cease within seventy-two (72) hours after receipt of notice of interference from Owner. In the event any such interference with pre-existing non-public safety-related systems does not cease within the aforementioned cure period, LA-RICS AUTHORITY shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. In the event any such interference with any non-public safety-related systems that were installed or modified after the LA-RICS Facility does not cease within the aforementioned cure period, LA-RICS AUTHORITY and Owner agree to cooperatively make commercially reasonable efforts to resolve any radio frequency interference issues.**Interference During Emergency.** If any measurable interference caused by LA-RICS AUTHORITY's equipment with Owner's electronic equipment during an emergency incident occurs, the LA-RICS AUTHORITY will immediately cease operation, transmission or further use of LA-RICS AUTHORITY's equipment until such time as the emergency incident or interference has ended but LA-RICS AUTHORITY shall be permitted to power up its equipment for intermittent testing with notice.

**15.08 Compliance With Law.** LA-RICS AUTHORITY is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as applicable rules and/or regulations of any other federal or state agency (including without limitation the Occupational Safety and Health Administration ("OSHA") having jurisdiction over the installation, operation, maintenance and/or working conditions involving RF emissions and/or safety and work standards performed on or near communications towers and antenna-licensed premises. LA-



RICS AUTHORITY agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation, and maintenance of its own equipment and for repairs to its own equipment at the LTE Site. LA-RICS AUTHORITY will immediately remedy its operations to comply with such applicable laws, rules and regulations as they apply to its operations, individually and in the aggregate, with all applicable FCC and other applicable governmental RF emissions standards, but shall only be liable for any violations of such applicable standards to the extent arising solely from LA-RICS AUTHORITY's equipment alone and not in combination with others. Where LA-RICS AUTHORITY's equipment, in combination with other, exceed or violates such standards, LA-RICS AUTHORITY shall reasonably cooperate with Owner and with other relevant parties to mitigate such violations in a timely manner.

16. **UTILITIES**

16.01 LA-RICS AUTHORITY shall, at its sole cost and expense, cause the installation of any utility service line including electrical supply and telephone lines in the Utilities Space required by or for the conduct of the Permitted Activities. The utilities shall be separately metered and LA-RICS AUTHORITY shall be responsible for the payment of all charges for use of utilities necessary for the operation of the LA-RICS Facility on the LTE Site.

16.02 If such separately metered utilities installation is not feasible, as determined by Owner, LA-RICS AUTHORITY acknowledges and agrees that LA-RICS AUTHORITY nonetheless shall be responsible for any and all costs of utilities used by LA-RICS AUTHORITY, which costs will be invoiced by Owner and paid by LA-RICS AUTHORITY within thirty (30) days of its receipt of such invoice.

17. **HOLD HARMLESS AND INDEMNIFICATION**

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

17.02 Owner agrees to indemnify, defend, save and hold harmless LA-RICS AUTHORITY and its member agencies, agents, elected and appointed officers, employees, and contractors from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property

damage arising from or connected with the negligence or willful misconduct of Owner and/or its agents, elected and appointed officers, employees, and contractors in connection with the performance of Owner's obligations hereunder.

## 18. INSURANCE

18.01 Without limiting LA-RICS AUTHORITY's obligations to Owner, LA-RICS AUTHORITY shall provide and maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the Owner's Risk Manager, and evidence of such programs satisfactory to the Owner Risk Manager in the form of an endorsement to LA-RICS AUTHORITY's general liability policy adding the Owner as an additional insured and a Certificate of Insurance evidencing all of the coverage required and their respective limits, shall be delivered to Anthony Arroyo at 125 E. College St., Covina, CA 91723 on or before the effective date of this Agreement. Such endorsement and Certificate of Insurance shall specifically identify this Agreement and shall contain express conditions that Owner is to be given written notice at least thirty (30) days in advance of any modification or termination of any provisions of insurance and shall name the Owner as an additional insured (except for the Workers' Compensation Insurance).

(a) General Liability. A program of insurance which shall be primary to and not contributing with any other insurance maintained by Owner and shall include, but not be limited to:

(1) Commercial General Liability. insurance written on ISO policy form CG 00 01 or its equivalent which may be provided in conjunction with excess or umbrella liability coverage to achieve the required limits. Policy shall be endorsed to name the Owner as an additional insured. Total limits shall be no less than:

|  |             |
|--|-------------|
| General Aggregate:                       | \$5 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury:         | \$1 million |
| Per occurrence                           | \$5 million |

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

(b) Workers Compensation. If applicable, a program of workers' compensation insurance in an amount and form to meet all applicable requirements of the labor code of the State of California, and which specifically covers all persons

providing services on behalf of LA-RICS AUTHORITY and all risks to such persons under the Agreement.

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

(c) Commercial Property Insurance. Such coverage shall:

(1) Provide coverage for Owner's property, and any improvements and betterments; This coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), including Ordinance or Law Coverage, flood, and Business Interruption equal to two (2) years annual rent;

(2) Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value whichever is less. Insurance proceeds shall be payable to the Owner and LA-RICS AUTHORITY as their interests may appear and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the Agreement.

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

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

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

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

The Products/Completed Operations coverage shall continue to be maintained in the amount indicated above for at least ten (10) years from the date the Project is completed and accepted by the LA-RICS AUTHORITY and the Owner if required.

(3) Automobile Liability. Such coverage shall be written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million combined single limit for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Such insurance shall cover liability arising out of LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

(4) Professional Liability. Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the LA-RICS AUTHORITY's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$1 million per claim and \$5 million in aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.

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

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

18.03 Failure to Maintain Coverage. Failure on the part of LA-RICS AUTHORITY or its contractors to procure or maintain the required program(s) of insurance, or to provide evidence of insurance coverage acceptable to Owner, shall constitute a material breach of contract upon which Owner may immediately terminate this Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by Owner shall be repaid by LA-RICS AUTHORITY to Owner upon demand. Use of the LTE Site shall not commence until LA-RICS AUTHORITY has complied with the aforementioned insurance requirements, and shall be suspended during any period that LA-RICS AUTHORITY fails to maintain said insurance policies in full force and effect.

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

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

18.06 Separation of Insureds. All insurance to be provided herein shall include a "separation of insureds" clause and shall apply separately to each insured and additional insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. No policy shall contain any provision or exclusion (including a "cross-liability" or similar exclusion) that in effect would prevent, bar, or otherwise preclude any insured or additional insured under the policy from making a claim that would otherwise be covered by such policy on the grounds that the claim is brought by an insured or additional insured against an insured or additional insured under the policy.

18.07 Endorsement Forms Required. Endorsements adding additional insureds to required policies shall provide the broadest coverage available, but for general liability insurance no less coverage than the Insurance Services Office form CG 20 10 and the CG 20 37 with no limitations or exclusions with respect to "products/completed operations" coverage for additional insureds.

18.08 Enforcement of Agreement Provisions (non estoppel). LA-RICS acknowledges and agrees that any actual or alleged failure on the part of the Owner to inform LA-RICS of non-compliance with any requirement imposes no additional obligations on the Owner nor does it waive any rights hereunder.

18.09 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required hereunder are minimum requirements and are not intended

to limit LA-RIC's indemnification obligations nor do the indemnity obligations limit the rights of the insured parties to the coverage afforded by their insured status. Requirements of specific coverage features or limits are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

18.10 Evidence of Insurance. Concurrently with LA-RICS' execution hereof or on such later date on which coverage is to be provided hereunder, LA-RICS shall deliver to the Owner certificates of insurance and endorsements providing the required additional insured status on general, excess, and pollution liability policies. The evidence provided must be adequate to allow the Owner to determine if all insurance requirements have been met. The Owner shall have no duty to pay or perform under the Agreement until such evidence of insurance, in compliance with all requirements of this Insurance Section has been provided. LA-RICS shall promptly deliver to the Owner evidence of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverages for the terms specified herein. Such evidence shall be delivered to the Owner not less than seven (7) days prior to the expiration date of any policy, or such shorter period as approved in advance by the Owner.

## 19. TAXES

19.01 LA-RICS AUTHORITY and Owner agree that this is a license and not a lease and no real estate interest is being conveyed herein. Nonetheless, LA-RICS AUTHORITY acknowledges that a possessory interest (as defined in California Revenue and Taxation Code Section 107) in the LTE Site may be created by this Agreement and LA-RICS AUTHORITY may be subject to property taxation if such possessory interest is created.

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

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

19.04 Owner reserves the right to pay any such tax, assessment, fees or charges, and all monies so paid by Owner shall be repaid by LA-RICS AUTHORITY to Owner upon demand.

20. **NOTICES**

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

LA-RICS AUTHORITY  
2525 Corporate Place, Second Floor

Monterey Park, California 91754

ATTN: Executive Director, Patrick Mallon

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

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

Covina Police Department  
Chief Kim Raney  
444 North Citrus Avenue  
Covina, CA 91723  
kraney@covinaca.gov

with a copy to

City Attorney  
Best Best & Krieger LLP  
18101 Von Karman Ave  
Suite 1000  
Irvine, CA 92612  
Marco.martinez@bbklaw.com

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

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

21. **LA-RICS FACILITY REMOVAL**

21.01 LA-RICS AUTHORITY shall remove all of its LA-RICS Facility and personal property and improvements from the LTE Site and the Real Property and

restore the LTE Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, within sixty (60) days of the expiration or termination of this Agreement for any reason. If weather conditions or lack of access to the LTE Site render the timely removal of LA-RICS AUTHORITY's property impossible, then LA-RICS AUTHORITY shall have sixty (60) days from the earliest date on which access is possible in which to comply with this provision.

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

## 22. **INDEPENDENT STATUS**

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

## 23. **AMENDMENT**

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

## 24. **ASSIGNMENT**

24.01 This Agreement may not be sublicensed, assigned or transferred by LA-RICS AUTHORITY without the written approval or consent of the Owner, which consent may not be unreasonably withheld or conditioned, except that the LA-RICS AUTHORITY may sublicense this Agreement to any of its member agencies, FirstNet or grant funding agencies with prior notice but without such approval or consent of the Owner.

24.02 No change of membership of LA-RICS AUTHORITY shall constitute an assignment, sublicense or transfer hereunder.



24.03 To request the Owner's consent to such sublicense, assignment or transfer, LA-RICS AUTHORITY shall first deliver to the Owner:

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

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

24.05 In the case of an assignment or transfer, the proposed instrument shall include a written assumption by the transferee/assignee of all obligations of LA-RICS AUTHORITY under the Agreement requiring the transferee/assignee to perform the full obligations of the LA-RICS AUTHORITY under this Agreement and to cure, remedy or correct any event of default existing at the time of such assignment or transfer in a manner satisfactory to the Owner. Unless specified in the consent, the Owner's consent to such assignment or transfer shall not operate to release or discharge the LA-RICS AUTHORITY from its liabilities and obligations arising under the Agreement.

24.06 In the case of a sublicense, the proposed instrument shall specifically include provisions that the sublicensee shall comply with and be subject to all of the terms, covenants and conditions of this Agreement, and that the sublicensee shall be prohibited from further sublicensing, and that LA-RICS AUTHORITY shall remain fully liable for the performance of its and its sublicensees' obligations under the Agreement.

24.07 If LA-RICS AUTHORITY installs a support structure such as a monopole for its communications facility, and if such support structure is capable of collocating additional facilities, Owner shall have the exclusive right to collocate facilities for its own use and to lease or license the use of collocation space on the LA-RICS AUTHORITY's support structure to a third party or parties, based on terms negotiated by Owner and the third party or parties (if applicable). Owner may collocate communications facilities (such as radio antennas) or other facilities (such as closed circuit television cameras or light fixtures) on the LA-RICS AUTHORITY's support structure for its own use after providing 10 business days advance written notice to LA-RICS AUTHORITY, provided that such collocation may not interfere with any of LA-RICS AUTHORITY's Permitted Activities hereunder. Owner shall notify LA-RICS AUTHORITY in advance of entering into any such collocations with third parties by providing a copy of the proposed lease or license agreement to LA-RICS AUTHORITY for its approval which approval may only be denied or conditioned if and to the extent necessary for LA-RICS AUTHORITY not to

violate any grant-related restrictions. If LA-RICS AUTHORITY does not provide to Owner a denial or conditional approval in writing with 30 days of receipt of the proposed lease or license agreement, the proposed lease or license agreement shall be deemed approved without conditions. The lease or license with third parties shall specifically include a requirement that any third-party use of the support structure shall not interfere with LA-RICS AUTHORITY's Permitted Activities under this Agreement. The parties agree that any revenues generated by such third-party leases or licenses by Owner shall be retained by Owner. Notwithstanding the foregoing, Owner and the LA-RICS AUTHORITY may agree to a reasonable sum intended to compensate LA-RICS AUTHORITY for its operational, administrative and other costs associated with third-party use of the LA-RICS AUTHORITY support structure, if any.

25. **SUBORDINATION AND NON-DISTURBANCE**

25.01 Owner shall use commercially reasonable efforts to obtain, not later than 30 days following a request by LA-RICS AUTHORITY, a Non-Disturbance Agreement, as defined below, from its existing mortgagees, ground lessors and master lessors, if any, of the Real Property. At Owner's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "Mortgage") by Owner which from time to time may encumber all or part of the Real Property; provided, however, as a condition precedent to LA-RICS AUTHORITY being required to subordinate its interest in this Agreement to any future Mortgage covering the Real Property, Owner shall obtain for LA-RICS AUTHORITY's benefit a non-disturbance and attornment agreement in a form reasonably satisfactory to LA-RICS AUTHORITY and containing at a minimum the terms set forth hereinbelow ("Non-Disturbance Agreement"), and shall recognize LA-RICS AUTHORITY's right to remain in occupancy of and have access to the LTE Site as long as LA-RICS AUTHORITY is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchase of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Real Property, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, (b) fulfill Owner's obligations under this Agreement, and (c) promptly cure all of the then-existing Owner defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers.

25.02 In return for such Non-Disturbance Agreement, LA-RICS AUTHORITY will execute an agreement for the Lender's benefit in which LA-RICS AUTHORITY: (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of the Lender, (ii) agrees to attorn to Lender if Lender becomes the owner of the Real Property, and (iii) agrees to accept a cure by Lender of any of Owner's defaults, provided such cure is completed within the deadline applicable to Owner.

## 26. **CONDEMNATION**

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

## 27. **DEFAULT**

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

27.02 In the event that LA-RICS AUTHORITY fails to cure a default within sixty (60) days or as otherwise provided in this Section, Owner may: (a) cure the default and invoice LA-RICS AUTHORITY for all costs reasonably incurred in effecting such cure, or (b) terminate this Agreement upon written notice to LA-RICS AUTHORITY, take possession of the LTE Site and remove all LA-RICS AUTHORITY's improvements located thereon.

27.03 In the event of a default hereunder by Owner, LA-RICS AUTHORITY shall provide written notice thereof to Owner. Owner shall have sixty (60) days from the date

of said notice in which to cure the default, provided that Owner shall have such extended period beyond sixty (60) days as may be required if the nature of the cure is such that it reasonably requires more than sixty (60) days and Owner has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. LA-RICS AUTHORITY may not maintain any action or effect any remedies for default against Owner unless and until Owner has failed to cure a default within the time periods set forth in this Section.

27.04 In the event that Owner fails to cure a default within sixty (60) days or as otherwise provided in this Section, LA-RICS AUTHORITY may: (a) cure the default and invoice Owner for all costs reasonably incurred by LA-RICS AUTHORITY in effecting such cure, or (b) terminate this Agreement upon written notice to Owner.

## 28. **WAIVER**

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

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

## 29. **HAZARDOUS MATERIALS**

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

29.02 LA-RICS AUTHORITY shall, within twenty-four (24) hours of the discovery by it of the presence of, or suspected presence any hazardous substances on, under, about or within the Real Property, give written notice to Owner.

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

29.04 Except as expressly provided in this Section 29, Owner shall have no liability whatsoever to LA-RICS AUTHORITY or any indemnification obligations in respect of any pre-existing environmental conditions or hazardous substances on, under, about or within the Real Property as of the effective date of this Agreement.

**30. DAMAGE OR DESTRUCTION; FORCE MAJEURE**

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

30.02 Should any matter or condition beyond the control of the parties, such as war, public emergency, calamity, fire, earthquake, flood or act of God prevent performance of this Agreement by either party, such party shall be relieved of the performance of such obligations during the time period of the event.

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

**31. AUTHORIZATION WARRANTY**

The parties hereto represent and warrant that the person executing this Agreement for each of them is an authorized agent who has actual authority to bind

such party to each and every term, condition, and obligation of this Agreement and that all requirements of such party have been fulfilled to provide such authority.

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

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

33. **COMPLIANCE WITH APPLICABLE LAW**

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

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

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

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

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

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

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

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

35. **NON EXCLUSIVITY**

Nothing herein is intended or shall be construed as creating any exclusive arrangement with LA-RICS AUTHORITY. This Agreement shall not restrict the Owner from entering into similar, equal or like arrangements with other entities.

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

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

37. **CONFIDENTIAL INFORMATION; PUBLIC RECORDS ACT**

37.01 "Confidential Information" means any information that is disclosed in written, graphic, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being 'trade secret' or 'proprietary' or 'confidential'. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving party; is already known to the receiving party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing party.

37.02 The parties will use reasonable efforts to avoid sharing Confidential Information with each other. However, during the term of this Agreement, the parties may provide each other with Confidential Information. Each party will: (i) maintain the confidentiality of the other party's Confidential Information and not disclose it to any third

party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; (ii) restrict disclosure of the Confidential Information to its employees who have a “need to know” and not copy or reproduce the Confidential Information; (iii) take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and (iv) use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

37.03 The parties acknowledge that each is a public agency that is subject to document requests pursuant to the California Public Records Act and Freedom of Information Act (collectively, the “Acts”). If a party receives a request under the Acts for any records which would constitute Confidential Information received by it from the disclosing party, such party shall notify the disclosing party within five (5) business days and to the extent allowed by law, shall apply exceptions to disclosure of the Confidential Information that are applicable under the Acts. If a suit is filed by a member of the public with respect to any such request, the party named in the suit will cooperate in any action to intervene filed by the disclosing party seeking to protect the Confidential Information from public disclosure. Notwithstanding any provision in this Agreement to the contrary, the disclosing party will indemnify and hold harmless the other party for any and all costs and attorney fees awarded to a prevailing plaintiff arising out of or related to a suit which result from the party’s actions, taken at disclosing party’s request, in compliance with this provision in protecting the Confidential Information from public disclosure. Such reimbursement by the disclosing party shall be made within thirty days after receipt of the other party’s invoice evidencing same.

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

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

**39. LA-RICS AUTHORITY’S STAFF AND EMPLOYMENT PRACTICES**

39.01 LA-RICS AUTHORITY shall designate one member of its staff as an Operations Manager with whom the Owner may deal with on a daily basis. Any person selected by LA-RICS AUTHORITY as an Operations Manager shall be fully acquainted



with LA-RICS AUTHORITY's operation, familiar with the terms and the conditions prescribed therefore by this Agreement, and authorized to act in the day-to-day operation thereof.

39.02 LA-RICS AUTHORITY shall establish an identification system for each of its personnel assigned to service the LTE Site, including Authorized Representatives defined in Section 13.01, that clearly indicates the name of the person, and the entity for whom the person works. The identification system shall be furnished at LA-RICS AUTHORITY expense and may include appropriate uniform attire and name badges as routinely maintained by LA-RICS AUTHORITY.

40. **NON-AVAILABILITY OF FUNDING**

The Owner and LA-RICS AUTHORITY hereby acknowledge and agree that LA-RICS AUTHORITY's performance of its obligations under this Agreement is subject to the continuing availability of federal grant funds or other funding sources for the LA-RICS Project. This Agreement may be terminated by LA-RICS AUTHORITY (and the LA-RICS Facility removed from the LTE Site in accordance with Section 21 hereof) upon a loss or reduction of federal grant funds or other applicable funding sources.

41. **BANKRUPTCY**

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

42. **SUCCESSORS AND ASSIGNS**

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

43. **SEVERABILITY**

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

44. **INTERPRETATION**

Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and

neuter genders shall be deemed to include the others; (iii) “or” is not exclusive; and (iv) “includes” and “including” are not limiting.

45. **ENTIRE AGREEMENT**

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

[signature page to follow]

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

THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

CITY OF COVINA

A California Joint Powers Authority

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

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

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

RICHARD D. WEISS  
Acting County Counsel

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

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

**EXHIBIT A**  
**REAL PROPERTY DESCRIPTION**

| <b>Site ID</b> | <b>Facility Name</b> | <b>Organization</b> | <b>Address Line</b>   | <b>City</b> | <b>Zip Code</b> | <b>Parcel Owner</b> |
|----------------|----------------------|---------------------|-----------------------|-------------|-----------------|---------------------|
| LACF153        | FS153                | LA County Fire Dept | 1577 E Cypress Street | Covina      | 91723           | City of Covina      |

SUB OF THE RANCHO ADD TO SAN JOSE AND A  
PORTION OF RANCHO SAN JOSE LOT COM AT  
INTERSECTION OF E LINE OF W 1/2 OF  
NE 1/4 OF SE 1/4 OF SEC 7 T 1S R 9W

Assessor's Parcel No.  
8403-005-900

**EXHIBIT A**  
**REAL PROPERTY DESCRIPTION**

| <b>Site ID</b> | <b>Facility Name</b> | <b>Organization</b> | <b>Address Line</b> | <b>City</b> | <b>Zip Code</b> | <b>Parcel Owner</b> |
|----------------|----------------------|---------------------|---------------------|-------------|-----------------|---------------------|
| LACF154        | FS 154               | LA County Fire Dept | 444 N Citrus Ave    | Covina      | 91723           | City of Covina      |

LOTS 2-11,15,16 POR LOTS 1,12-14 BLK 2  
MB 1-12,VAC ALLEY,POR BLK 2 MR 9-3-4

Assessor's Parcel No.  
8403-026-901

# **EXHIBIT B**

## **EQUIPMENT LIST**

**LA County Fire Dept - LACF153**

- Monopole Tower
- Tower Light Kits (where required by FAA)
- Antenna Support Hardware
- LTE Antennas and line
- Microwave Dishes
- Generator & Fuel
- Automatic Transfer Switch
- Electrical H-Frame
- Equipment Pad
- RBS Radio Cabinet (at all LTE sites)
- BBS Radio Battery Cabinet (at all LTE sites)
- TMR Microwave Cabinet (at sites with microwave)
- BBS Microwave Battery Cabinet (at sites with more than 6 microwave radios)
- MPLS Site Router (at all LTE sites)
- Fiber Network Interface Device (at Fiber Sites)

# **EXHIBIT B**

## **EQUIPMENT LIST**

**LA County Fire Dept - LACF154**

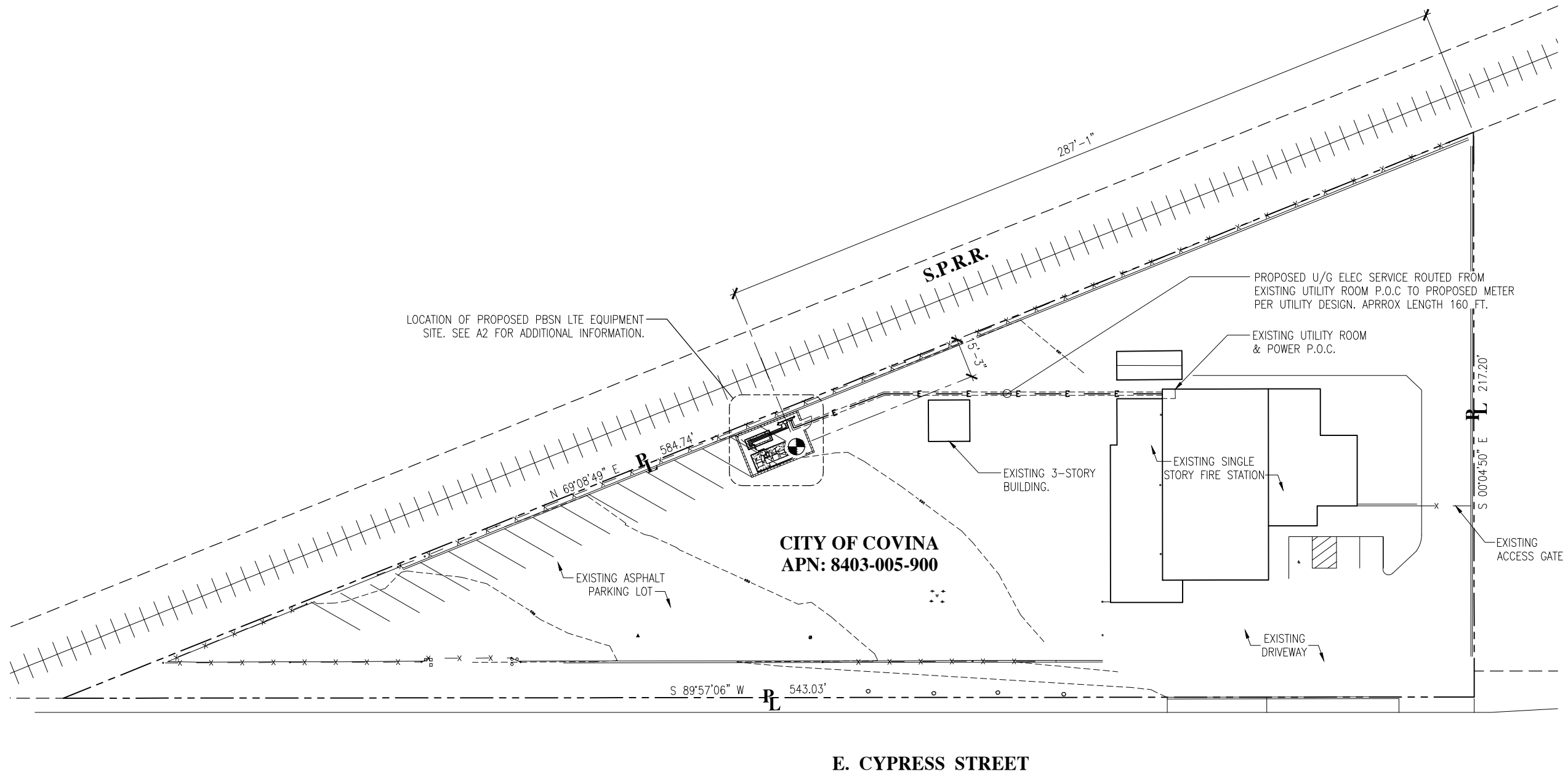
- Monopole Tower
- Tower Light Kits (where required by FAA)
- Antenna Support Hardware
- LTE Antennas and line
- Microwave Dishes
- Generator & Fuel
- Automatic Transfer Switch
- Electrical H-Frame
- Equipment Pad
- RBS Radio Cabinet (at all LTE sites)
- BBS Radio Battery Cabinet (at all LTE sites)
- TMR Microwave Cabinet (at sites with microwave)
- BBS Microwave Battery Cabinet (at sites with more than 6 microwave radios)
- MPLS Site Router (at all LTE sites)
- Fiber Network Interface Device (at Fiber Sites)

**EXHIBIT C**  
**SITE PLAN**

**[TO BE PROVIDED IN DRAFT AND THEN AS-  
BUILT INCORPORATED BY REFERENCE]**



- NOTES:
1. CONSTRUCTION STAGING AREA TO BE DETERMINED AT PRE CONSTRUCTION WALK WITH LANDLORD & AUTHORITY
  2. VERIFY POWER/UTILITY DESIGN PRIOR TO CONSTRUCTION.



CITY OF COVINA  
APN: 8403-005-900

E. CYPRESS STREET



01 **SITE PLAN & NOTES**

NOTE: ALL INFORMATION IS SUBJECT TO FIELD VERIFICATION. ALL INFORMATION IS CONFIDENTIAL AND NOT FOR PUBLIC DISTRIBUTION WITHOUT EXPRESS CONSENT OF THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEMS AUTHORITY.



**GENERAL DYNAMICS**  
INFORMATION TECHNOLOGY

MITCHELL J ARCHITECTURE, INC.  
4885 Ronson Court, Suite N  
San Diego, CA 92111  
858.650.3130 (ph) 858.650.3140 (fax)



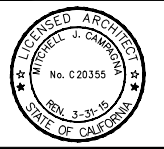
Los Angeles Regional Interoperable Communications System

**LACF153**  
**LA COUNTY FIRE STATION 153**

|                       |          |
|-----------------------|----------|
| SET ISSUED FOR REVIEW | DATE     |
| 2ND REVIEW            | 08-25-14 |
| CONSTRUCTION RECORD   |          |

**EXHIBIT C**

|   |          |                 |
|---|----------|-----------------|
| 4 | 08-25-14 | Revised 50% CDS |
|   |          |                 |
|   |          |                 |
|   |          |                 |
|   |          |                 |



**SITE PLAN**  
**A1**

PSBN-LACF153-A1

- NOTES:
1. CONSTRUCTION STAGING AREA TO BE DETERMINED AT PRE CONSTRUCTION WALK WITH LANDLORD & AUTHORITY
  2. VERIFY POWER/UTILITY DESIGN PRIOR TO CONSTRUCTION.

- PROPOSED ELEC. METER ENCLOSURE W/ DISCONNECT SWITCH MOUNTED ON PROPOSED H-FRAME. (01 A6)
- PROPOSED ATS MOUNTED ON PROPOSED H-FRAME (MODEL: KCS-DFNC-0104S) (01 A6)
- PROPOSED ELEC. PANEL W/ APPLETON PLUG MOUNTED ON PROPOSED H-FRAME (EMERSON MODEL: CACA45201190) (01 A6)

PROPOSED U/G CONDUITS ROUTED TO/FROM PROPOSED GENERATOR & UTILITY H-FRAME. SEE E2 FOR ADDITIONAL INFORMATION.

PROPOSED BACK UP GENERATOR MOUNTED ON PROPOSED CONC. SLAB. (KOHLER MODEL: 20REOZK). (02 A7)

PROPOSED CONDUIT STUB UP AREA. PER MANUFACTURER'S DRAWINGS

EXISTING CHAIN LINK FENCE

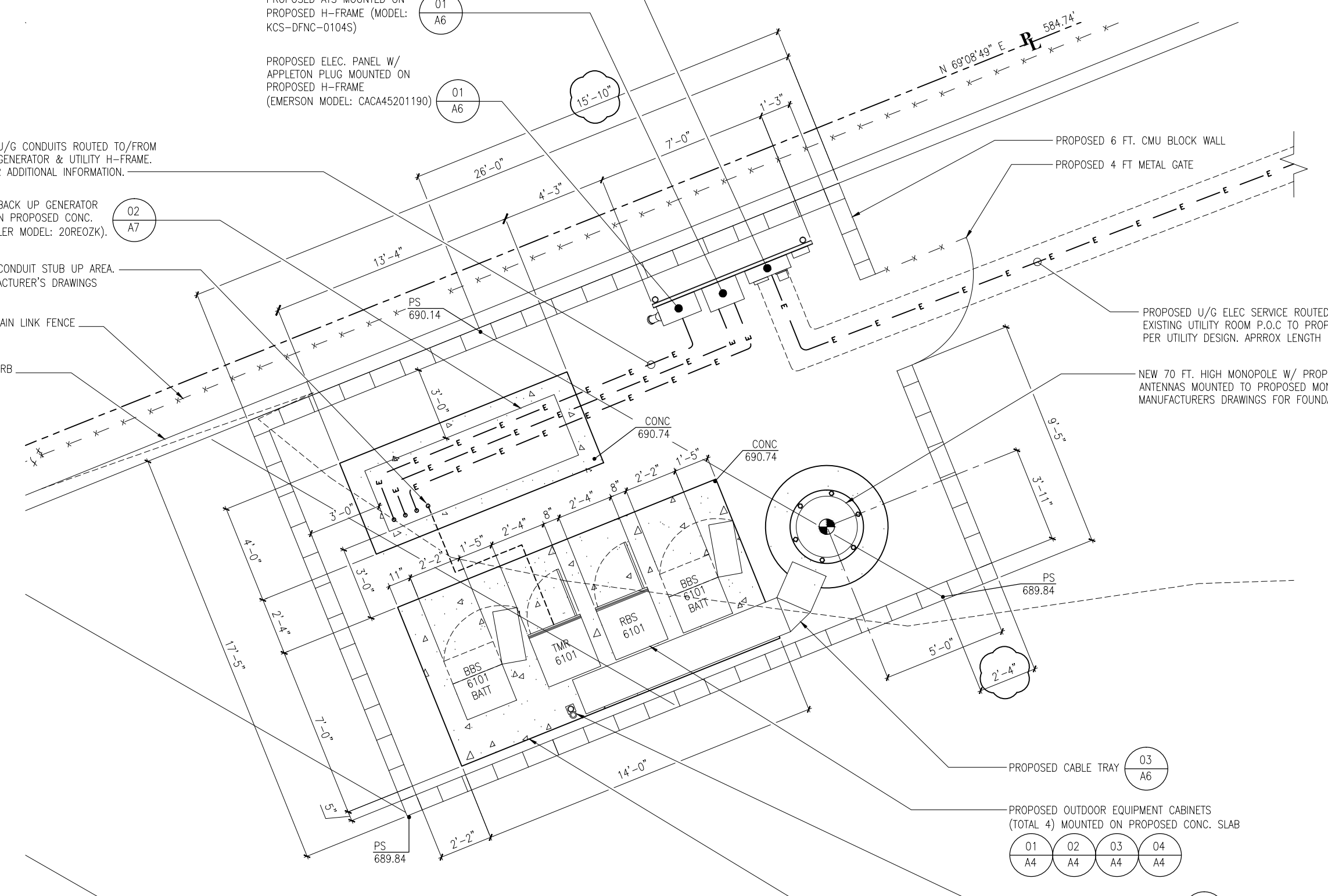
EXISTING CURB

PROPOSED 6 FT. CMU BLOCK WALL

PROPOSED 4 FT METAL GATE


PROPOSED U/G ELEC SERVICE ROUTED FROM EXISTING UTILITY ROOM P.O.C TO PROPOSED METER PER UTILITY DESIGN. APPROX LENGTH 160 FT.

NEW 70 FT. HIGH MONOPOLE W/ PROPOSED PANEL ANTENNAS MOUNTED TO PROPOSED MONOPOLE. SEE MANUFACTURERS DRAWINGS FOR FOUNDATION DETAIL.




**ENLARGED SITE PLAN**  
 SCALE: 1/2"=1'-0"  
 01  
 1/2"=1'-0"  
 0 2'

NOTE: ALL INFORMATION IS SUBJECT TO FIELD VERIFICATION. ALL INFORMATION IS CONFIDENTIAL AND NOT FOR PUBLIC DISTRIBUTION WITHOUT EXPRESS CONSENT OF THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEMS AUTHORITY.



Los Angeles Regional Interoperable Communications System



**MOTOROLA SOLUTIONS**

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**GENERAL DYNAMICS INFORMATION TECHNOLOGY**

Los Angeles Regional Interoperable Communications System

**LACF153 LA COUNTY FIRE STATION 153**

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MITCHELL J ARCHITECTURE, INC.  
 4885 Ronson Court, Suite N  
 San Diego, CA 92111  
 858.650.3130 (ph) 858.650.3140 (fax)




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|                       |          |
|-----------------------|----------|
| SET ISSUED FOR REVIEW | DATE     |
| 2ND REVIEW            | 08-25-14 |
| CONSTRUCTION RECORD   |          |

EXHIBIT C

|   |          |                  |
|---|----------|------------------|
| 3 | 08-15-14 | Revised 50% CD'S |
| 4 | 08-25-14 | Revised 50% CD'S |
|   |          |                  |
|   |          |                  |
|   |          |                  |



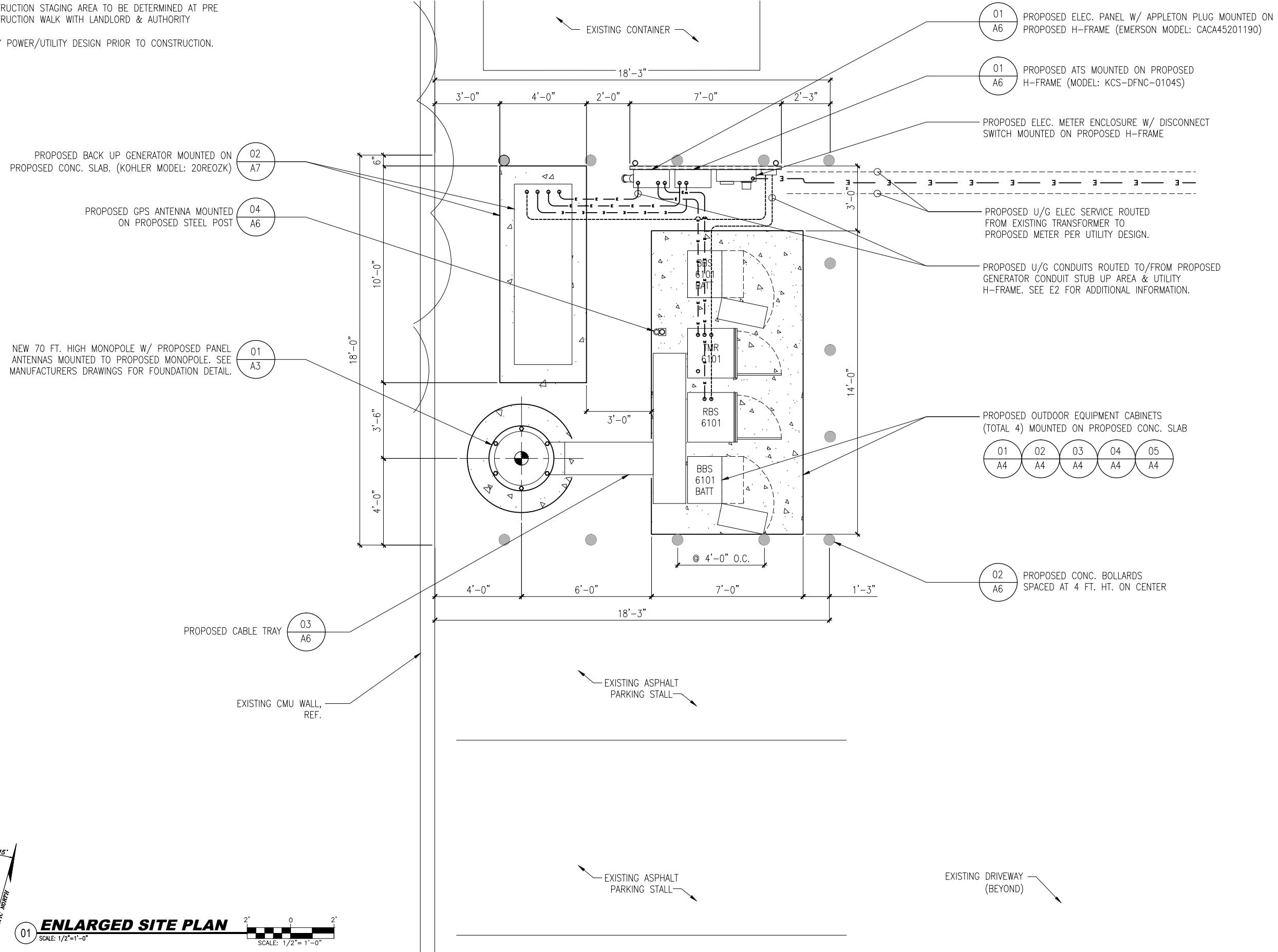
ENLARGED SITE PLAN  
 A2

PSBN-LACF153-A2




NOTES:


1. CONSTRUCTION STAGING AREA TO BE DETERMINED AT PRE CONSTRUCTION WALK WITH LANDLORD & AUTHORITY
2. VERIFY POWER/UTILITY DESIGN PRIOR TO CONSTRUCTION.



NOTE: ALL INFORMATION IS SUBJECT TO FIELD VERIFICATION. ALL INFORMATION IS CONFIDENTIAL AND NOT FOR PUBLIC DISTRIBUTION WITHOUT EXPRESS CONSENT OF THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEMS AUTHORITY.



Los Angeles Regional Interoperable Communications System



**MOTOROLA SOLUTIONS**

---

**GENERAL DYNAMICS**  
INFORMATION TECHNOLOGY

Los Angeles Regional Interoperable Communications System

**LACF154**  
**LA COUNTY FIRE STATION 154**

---

MITCHELL J ARCHITECTURE, INC.  
4885 Ronson Court, Suite N  
San Diego, CA 92111  
858.650.3130 (ph) 858.650.3140 (fax)


REVISIONS

---

SET ISSUED FOR REVIEW  
2ND REVIEW  
CONSTRUCTION RECORD

DATE  
08-28-14

---



**ENLARGED SITE PLAN**  
**A2**

PSBN-LACF154-A2

# **EXHIBIT D**

## **SITE ACCESS AND USE PROCEDURES**

Access to the LTE Site located at 444 N Citrus Ave., Covina, CA 91723 shall be controlled by the Owner's Police Department. LA-RICS AUTHORITY's Authorized Representatives shall make telephone contact with Police at telephone: 626-384-5595 at least four (4) hours in advance of a visit to gain access. LA-RICS AUTHORITY's Authorized Representatives shall be in uniform and/or wearing a distinctive form of employer identification. LA-RICS AUTHORITY's Authorized Representatives shall present appropriate photo identification and employer identification to Police, and be escorted by Police to the LTE Site. Once escorted to the LTE Site, the LA-RICS AUTHORITY's Authorized Representatives shall have unrestricted access to the communications facility and support structure.

## LTE SITE ACCESS AGREEMENT

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

**BY AND BETWEEN**

**CITY OF LA HABRA**, a body corporate and politic, hereinafter referred to as "Owner"

**AND**

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

### **RECITALS:**

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

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

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

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

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

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

1. **LTE SITE; LICENSE**

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

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

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

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

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

2. **PURPOSE AND USE**

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

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

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

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

### 3. **APPROVALS/DESIGN REVIEW**

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

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



consideration throughout the LTE Site plan approval process, as described in this Section 3 (Approvals/Design Review and in Section 8 (Alterations).

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

#### 4. **TERM**

4.01 The initial term ("Initial Term") of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and shall terminate upon the earliest of: (a) written notice of termination by LA-RICS AUTHORITY; (b) written notice of termination by Owner pursuant to Section 28 (Default) hereof; or (c) the 10<sup>th</sup> anniversary of the Commencement Date

4.02 Provided that the Los Angeles County Fire Department is still under contract with the Owner for fire services or remains in possession of the Real Property at the expiration of the Initial Term, such Initial Term shall be automatically extended for a period of five years ("Extension Term"). Unless the Owner elects to terminate the Agreement at the expiration of the Extension Term, after such expiration, this Agreement shall be automatically renewed on a year-to-year basis until terminated: (a) by either party by giving written notice to the other party six months in advance, or (b) by either party pursuant to Section 28 (Default) hereof.

#### 5. **CONSIDERATION**

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

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

Owner shall have the opportunity to review and provide input, if any, as to all project plans and specifications for the LA-RICS AUTHORITY's proposed alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements) after LA-RICS AUTHORITY's initial installation of the LA-RICS Facility on the LTE Site.

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

## 7. **INSTALLATION**

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

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

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

resolve any radio frequency interference issues with equipment, transmission or reception caused by the installation of the Owner Facilities.

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

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

## **8. ALTERATIONS**

LA-RICS AUTHORITY shall make no renovations, alterations or improvements to the LTE Site or the Real Property other than to install, maintain, replace and operate the LA-RICS Facility in accordance with the documentation attached hereto as Exhibits A (Site List), B (Equipment List), and C (Site Plan) and/or as permitted elsewhere herein, without providing prior written notice to Owner, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2.02 hereof. Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS AUTHORITY shall have the right to: (a) make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements without providing notice to the Owner, and (b) perform any alterations or modifications that may be required pursuant to the Spectrum Manager Lease

Agreement between LA-RICS AUTHORITY and the First Net Parties dated July 1, 2013 (the "Spectrum Lease Agreement") or that may be required as a result of FCC rules or regulations, after providing notice to the Owner. LA-RICS AUTHORITY agrees to submit to the Owner, for review, all plans and specifications, working drawings, and other information reasonably required by the Owner covering proposed alterations by LA-RICS AUTHORITY. All work to be done by LA-RICS AUTHORITY shall be performed in accordance with the plans provided to Owner and shall, where required, be subject to inspection by Owner's City Building Inspector.

9. **MAINTENANCE**

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

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

10. **CONSTRUCTION STANDARDS**

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

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

11. **OTHER OPERATIONAL RESPONSIBILITIES**

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

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

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

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

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

## 12. **RELOCATION**

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

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

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

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

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

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

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

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

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

### 13. **ACCESS TO LTE SITE**

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

13.02 LA-RICS AUTHORITY acknowledges and agrees that occasions may arise requiring the LA-RICS AUTHORITY to share in the cost of cleaning up of mud-slide debris and repairing the Access to its original accessible condition after a storm or heavy rainfall. LA-RICS AUTHORITY hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from Owner, and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to LA-RICS AUTHORITY by Owner upon at least thirty (30) days notice. Notwithstanding the foregoing, the LA-RICS AUTHORITY's financial burden pursuant to this Section shall not exceed five thousand dollars (\$5,000) per incident.

14. **EMERGENCY ACCESS BY OWNER**

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

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

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

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

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

**15.04 Interference During Emergency.** If any measurable interference caused by LA-RICS AUTHORITY's equipment with Owner's electronic equipment

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

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

## **16. UTILITIES**

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

## **17. HOLD HARMLESS AND INDEMNIFICATION**

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



services performed on behalf of LA-RICS AUTHORITY by any person pursuant to this Agreement including without limitation the LTE Vendor.

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

## 18. **INSURANCE**

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

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

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

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

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

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

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

(c) Commercial Property Insurance. Such coverage shall:

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

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

- **Builder's Risk Course of Construction Insurance**. Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30). This insurance shall be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants, and full collapse coverage

during construction, without restricting collapse coverage to specified perils. Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, including Owner furnished materials and equipment, against loss or damage until completion and acceptance by the LA-RICS AUTHORITY and the Owner if required.

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

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

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

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

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

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

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

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

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

## 19. **FAILURE TO PROCURE INSURANCE**

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

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

20. **TAXES**

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

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

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

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

21. **NOTICES**

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

LA-RICS AUTHORITY  
2525 Corporate Place, Suite 200  
  
Monterey Park, California 91754

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

CONSTRUCTION PERIOD: Patrick J. Mallon, (626) 969-6163

NETWORK OPERATIONS CENTER (Post-Construction):  
Lieutenant Mark Wilkins, (323) 351-6507

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

City of La Habra  
201 E. La Habra Boulevard  
P.O. Box 337  
La Habra, CA 90633-0337

ATTN: Robert Ferrier, Assistant City Manager

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

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

**22. LA-RICS FACILITY REMOVAL**

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

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

**23. INDEPENDENT STATUS**

This Agreement is by and between Owner and LA-RICS AUTHORITY and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between Owner and LA-RICS AUTHORITY. LA-RICS AUTHORITY understands and agrees to bear the sole

responsibility and liability for furnishing Workers' Compensation with respect to services performed on behalf of LA-RICS AUTHORITY pursuant to this Agreement.

24. **AMENDMENT**

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

25. **ASSIGNMENT**

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

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

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

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

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

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

25.06 Owner shall have the right to lease or license the use of space on LA-RICS Authority's telecommunications pole to third party(ies), if such telecommunications

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



26. **SUBORDINATION AND NON-DISTURBANCE**

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

27. **CONDEMNATION**

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

## 28. **DEFAULT**

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

## 29. **WAIVER**

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

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

30. **HAZARDOUS MATERIALS**

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

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

31. **DAMAGE OR DESTRUCTION**

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

Should any matter or condition beyond the control of the parties, such as war, public emergency, calamity, fire, earthquake, flood or act of God prevent performance of this Agreement by either party, such party shall be relieved of the performance of such obligations during the time period of the event.

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

32. **AUTHORIZATION WARRANTY**

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

33. **INDEPENDENT CONTRACTOR STATUS**

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

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

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

35. **COMPLIANCE WITH APPLICABLE LAW**

In the performance of this Agreement, each party and anyone acting on such party's behalf pursuant to this Agreement shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures (including without limitation the rules and regulations of the FCC, the Federal Aviation Administration ("FAA"), and OSHA, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

36. **COMPLIANCE WITH CIVIL RIGHTS LAWS, NONDISCRIMINATION AND AFFIRMATIVE ACTION**

36.01 LA-RICS AUTHORITY hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition or physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program or activity supported by this Agreement.

36.02 LA-RICS AUTHORITY certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion,

ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

36.03 LA-RICS AUTHORITY certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

36.04 If the Owner finds that any of the above provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement upon which the Owner may terminate, or suspend this Agreement.

36.05 While the Owner reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission, the Federal Equal Employment Opportunity Commission that LA-RICS AUTHORITY has violated Federal or State anti discrimination laws or regulations shall constitute a finding by Owner that LA-RICS AUTHORITY has violated the anti-discrimination provisions of this Agreement.

36.06 In the event LA-RICS AUTHORITY violates the antidiscrimination provisions of the Agreement, the parties agree that it is difficult to ascertain the amount of liquidated damages, and hereby agree that the Owner shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS (\$500.00) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

37. **NON EXCLUSIVITY**

Nothing herein is intended or shall be construed as creating any exclusive arrangement with LA-RICS AUTHORITY. This Agreement shall not restrict the Owner from acquiring similar, equal or like goods and/or services from other entities or sources.

38. **NOTICE OF EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

LA-RICS AUTHORITY shall notify its employees, and shall require each Contractor and Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

39. **PUBLIC RECORDS ACT**

39.01 Any documents submitted by LA-RICS AUTHORITY or its agents including without limitation the LTE Vendor and all information obtained in connection with the Owner's right to inspect the LTE Site or any other rights provided by this Agreement shall become the exclusive property of the Owner. All such documents become a matter of public record and shall be regarded as public records, except as specifically provided by California Government Code Section 6250 et seq. ("Public Records Act") and which are marked "trade secret," "confidential," or "proprietary." The Owner shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

39.02 In the event the Owner is required to defend an action on a Public Records Act request as requested by LA-RICS AUTHORITY for any of the aforementioned documents, information, books, records, and/or contents of a proposed marked "trade secret," "confidential", or "proprietary," LA-RICS AUTHORITY agrees to refund and indemnify the Owner from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after LA-RICS AUTHORITY's receipt of Owner's invoice.

39.03 Any documents submitted by Owner or its agents and all information obtained in connection with LA-RICS AUTHORITY's rights provided by this Agreement shall become the exclusive property of LA-RICS AUTHORITY. All such documents become a matter of public record and shall be regarded as public records, except as specifically provided by California Government Code Section 6250 et seq. ("Public Records Act") and which are marked "trade secret," "confidential," or "proprietary." LA-RICS AUTHORITY shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

39.04 In the event the LA\_RICS AUTHORITY is required to defend an action on a Public Records Act request as requested by the Owner for any of the aforementioned documents, information, books, records, and/or contents Owner agrees to refund and indemnify the LA-RICS AUTHORITY from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after Owner's receipt of LA-RICS AUTHORITY's invoice.

40. **OTHER TERMS AND CONDITIONS**

40.01 Advertising Materials and Signs. Except for warning signs required by law, LA-RICS AUTHORITY shall not post signs upon the LTE Site or improvements thereon, or distribute or cause to be distributed any advertising materials unless prior approval therefor is obtained from the Owner.

40.02 Habitation. The LTE Site shall not be used for human habitation.

40.03 Illegal Activities. LA-RICS AUTHORITY shall not knowingly permit any illegal activities to be conducted upon the LTE Site.

40.04 Safety. LA-RICS AUTHORITY shall immediately correct any unsafe condition on the LTE Site, as well as any unsafe practices occurring thereon, to the extent such unsafe condition or practice occurs as a result of LA-RICS AUTHORITY's use of the LTE Site. LA-RICS AUTHORITY shall cooperate fully with Owner in the investigation of any accidental injury or death occurring on the LTE Site, including a prompt report thereof to the Owner. LA-RICS AUTHORITY shall cooperate and comply fully with Owner, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all LA-RICS AUTHORITY's structures and enclosures. LA-RICS AUTHORITY, at its expense, may use any and all appropriate means of restricting public access to the LTE Site.

40.05 Sanitation. No offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health in violation of the law, shall be permitted or remain on the LTE Site and within a distance of fifty (50) feet thereof, and LA-RICS AUTHORITY and Owner shall prevent any accumulation thereof from occurring.

40.06 Security Devices. LA-RICS AUTHORITY, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the LTE Site from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the Owner. Owner shall be responsible for securing the Real Property.

#### 41. **NON-AVAILABILITY OF FUNDING**

The parties acknowledge and agree that LA-RICS' AUTHORITY's performance of its obligations under this Agreement is subject to the continuing availability of federal grants or other funds for the LA-RICS Project. This Agreement may be terminated by LA-RICS AUTHORITY (and the LA-RICS Facility removed from the LTE Site in accordance with Section 22 (LA-RICS Facility Removal)hereof) upon a loss or reduction of grant funds or other applicable funding sources.

#### 42. **ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE**

LA-RICS AUTHORITY hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this Agreement.

43. **LA-RICS AUTHORITY'S STAFF AND EMPLOYMENT PRACTICES**

43.01 LA-RICS AUTHORITY shall designate one member of its staff as an Operations Manager with whom the Owner may deal with on a daily basis. Any person selected by LA-RICS AUTHORITY as an Operations Manager shall be fully acquainted with LA-RICS AUTHORITY's operation, familiar with the terms and the conditions prescribed therefore by this Agreement, and authorized to act in the day-to-day operation thereof.

43.02 LA-RICS AUTHORITY shall establish an identification system for each of its personnel assigned to service the LTE Site that clearly indicates the name of the person. The identification system shall be furnished at LA-RICS AUTHORITY expense and may include appropriate uniform attire and name badges as routinely maintained by LA-RICS AUTHORITY.

44. **BANKRUPTCY**

The Owner and LA-RICS AUTHORITY hereby expressly agree and acknowledge that it is the intention of both parties that in the event that during the term of this Agreement LA-RICS AUTHORITY shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the Code), this Agreement is and shall be treated as an unexpired lease of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

45. **SUCCESSORS AND ASSIGNS**

Subject to any provision hereof restricting assignment or subletting by LA-RICS AUTHORITY, this Agreement shall bind the parties, their personal representatives, successors and assigns.

46. **SEVERABILITY**

The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

47. **INTERPRETATION**

Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

48. **ENTIRE AGREEMENT**

This Agreement (and the attached exhibits) contains the entire agreement between the parties hereto with respect to the matters set forth herein, and no addition



or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Owner and LA-RICS AUTHORITY.

**IN WITNESS WHEREOF**, the LA-RICS AUTHORITY has executed this Agreement or caused it to be duly executed and Owner has caused this Agreement to be executed on the day, month and year first above written.

THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

CITY OF LA HABRA

A California Joint Powers Authority

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

RICHARD D. WEISS  
Acting County Counsel

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_

# EXHIBIT A

## SITE LIST

| Site ID | Facility Name | Organization        | Address Line         | City      | Zip Code | Parcel Owner     |
|---------|---------------|---------------------|----------------------|-----------|----------|------------------|
| LACF192 | FS 192        | LA County Fire Dept | 520 S. Harbor Blvd.  | La Habra  | 90631    | City of La Habra |
| LACF194 | FS 194        | LA County Fire Dept | 13540 S. Beach Blvd. | La Mirada | 90638    | City of La Habra |

# EXHIBIT B

## Equipment List LA County Fire Dept - LACF192

- Monopole Tower
- Tower Light Kits (where required by FAA)
- Antenna Support Hardware
- LTE Antennas and line
- Microwave Dishes
- Generator & Fuel
- Automatic Transfer Switch
- Electrical H-Frame
- Equipment Pad
- RBS Radio Cabinet (at all LTE sites)
- BBS Radio Battery Cabinet (at all LTE sites)
- TMR Microwave Cabinet (at sites with microwave)
- BBS Microwave Battery Cabinet (at sites with more than 6 microwave radios)
- MPLS Site Router (at all LTE sites)
- Fiber Network Interface Device (at Fiber Sites)

# EXHIBIT B

## Equipment List LA County Fire Dept - LACF194

- Monopole Tower
- Tower Light Kits (where required by FAA)
- Antenna Support Hardware
- LTE Antennas and line
- Microwave Dishes
- Generator & Fuel
- Automatic Transfer Switch
- Electrical H-Frame
- Equipment Pad
- RBS Radio Cabinet (at all LTE sites)
- BBS Radio Battery Cabinet (at all LTE sites)
- TMR Microwave Cabinet (at sites with microwave)
- BBS Microwave Battery Cabinet (at sites with more than 6 microwave radios)
- MPLS Site Router (at all LTE sites)
- Fiber Network Interface Device (at Fiber Sites)

**EXHIBIT C**  
**SITE PLAN**

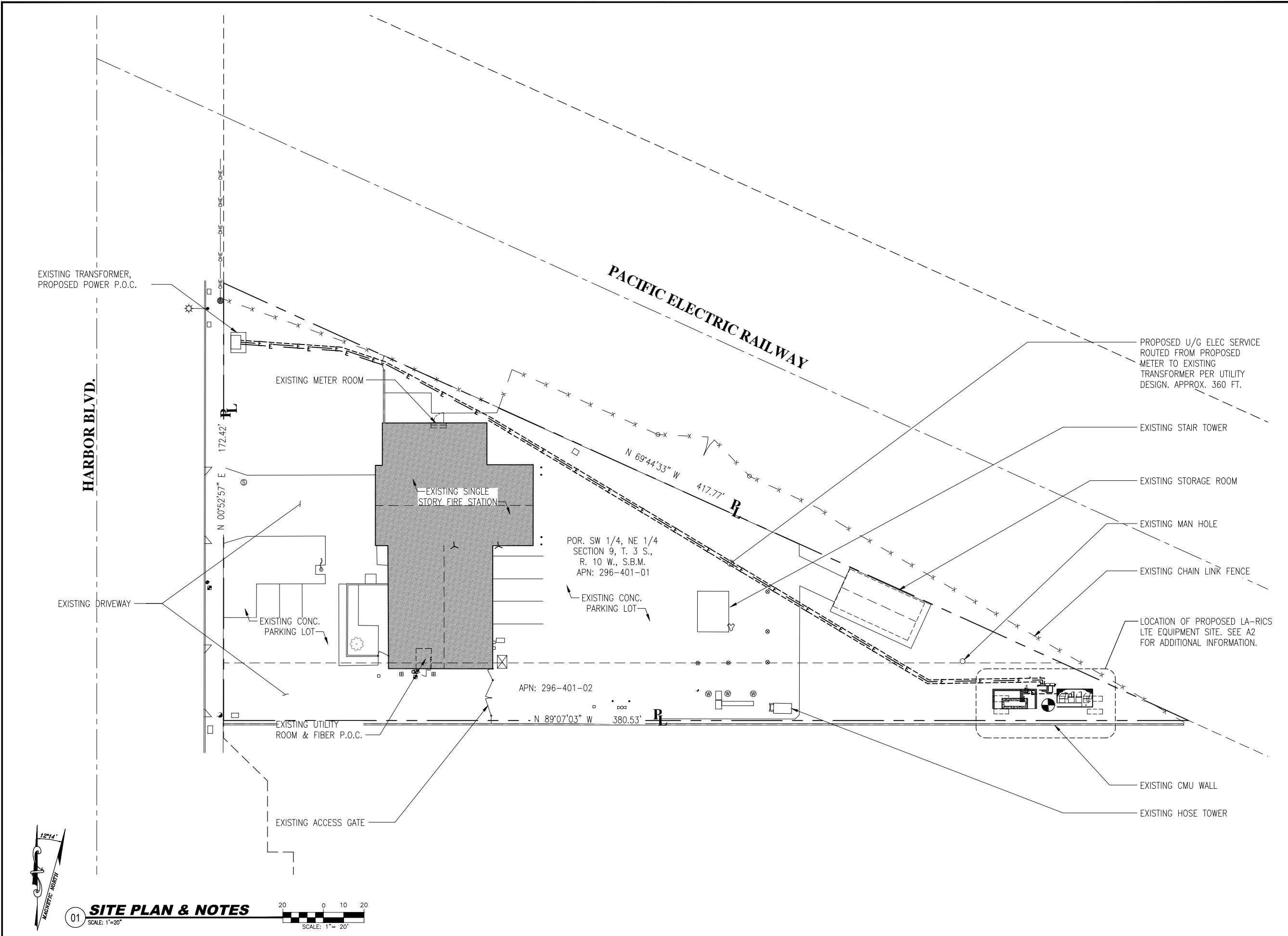
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| SET ISSUED FOR REVIEW | DATE |
| 2ND REVIEW            |      |
| CONSTRUCTION RECORD   |      |

| REVISIONS |           |
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**SITE PLAN**  
**A1**

PSBN-LACF192-A1



**01 SITE PLAN & NOTES**

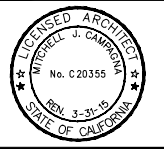
NOTE: ALL INFORMATION IS SUBJECT TO FIELD VERIFICATION. ALL INFORMATION IS CONFIDENTIAL AND NOT FOR PUBLIC DISTRIBUTION WITHOUT EXPRESS CONSENT OF THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEMS AUTHORITY.



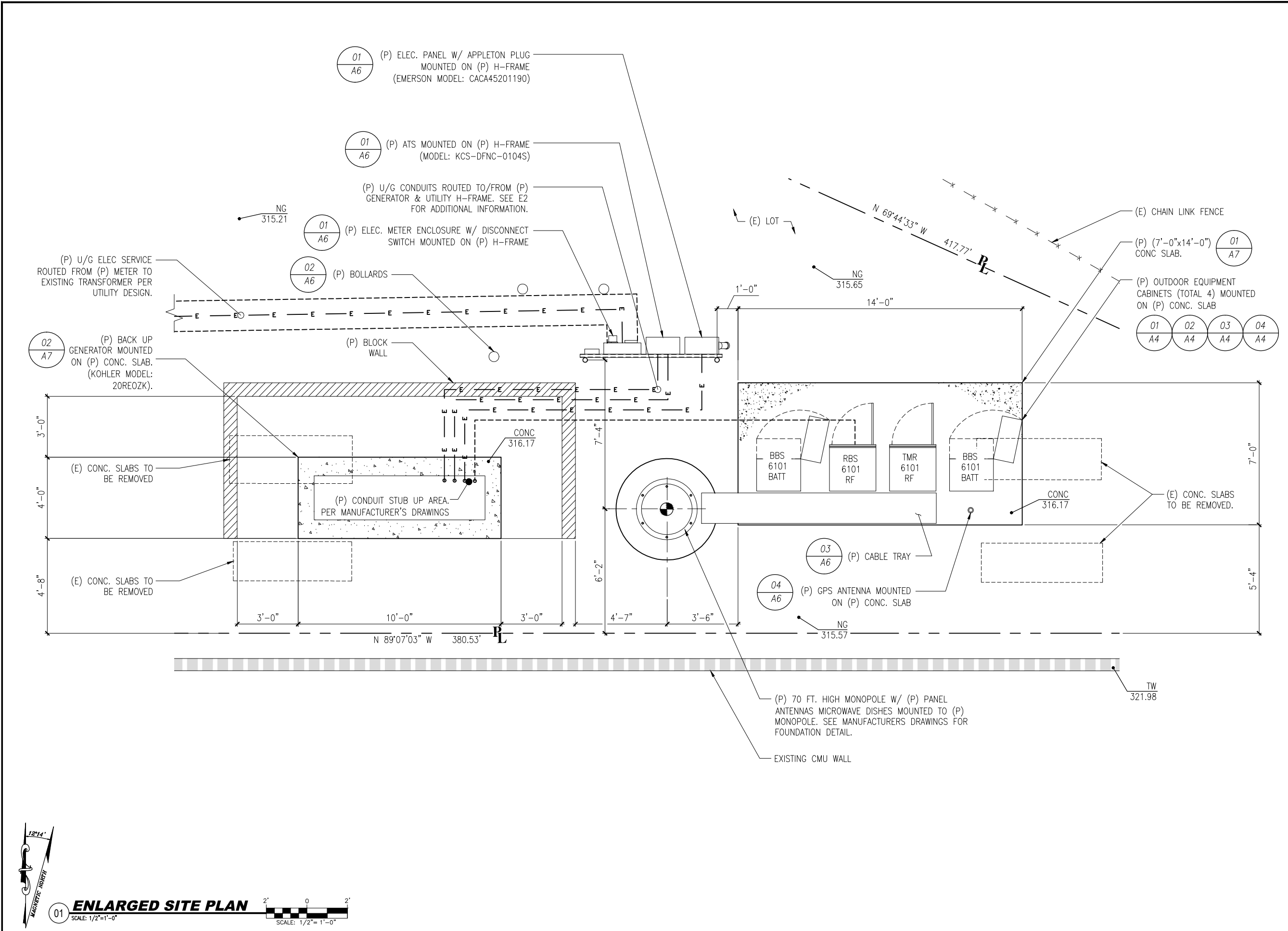
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| SET ISSUED FOR REVIEW | DATE |
| 2ND REVIEW            |      |
| CONSTRUCTION RECORD   |      |

REVISIONS

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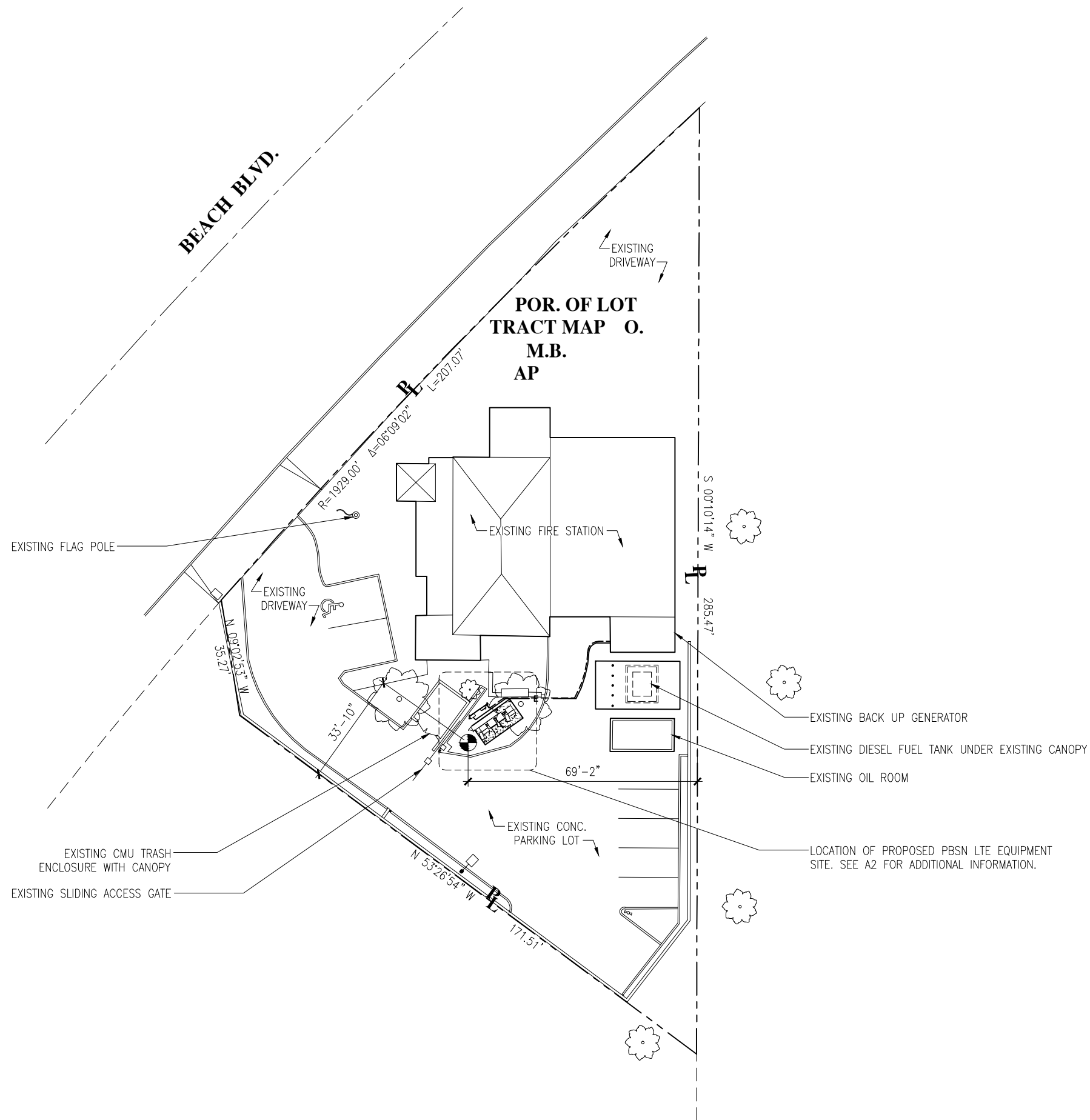


**ENLARGED SITE PLAN**  
**A2**



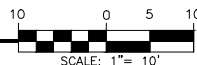


- NOTES:
1. CONSTRUCTION STAGING AREA TO BE DETERMINED AT PRE CONSTRUCTION WALK WITH LANDLORD & AUTHORITY
  2. VERIFY POWER/UTILITY DESIGN PRIOR TO CONSTRUCTION.



**01 SITE PLAN & NOTES**

SCALE: 1"=10'



SCALE: 1"= 10'

NOTE: ALL INFORMATION IS SUBJECT TO FIELD VERIFICATION. ALL INFORMATION IS CONFIDENTIAL AND NOT FOR PUBLIC DISTRIBUTION WITHOUT EXPRESS CONSENT OF THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEMS AUTHORITY.



**MOTOROLA SOLUTIONS**

**GENERAL DYNAMICS INFORMATION TECHNOLOGY**

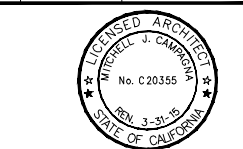
Los Angeles Regional Interoperable Communications System  
**LACF194**  
**LA COUNTY FIRE STATION 194**

MITCHELL J ARCHITECTURE, INC.  
 4885 Ronson Court, Suite N  
 San Diego, CA 92111  
 858.650.3130 (ph) 858.650.3140 (fax)



|                       |          |
|-----------------------|----------|
| SET ISSUED FOR REVIEW | DATE     |
| 2ND REVIEW            | 09-19-14 |
| CONSTRUCTION RECORD   |          |

| REVISIONS |             |
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**SITE PLAN A1**

PSBN-LACF194-A1

## LTE SITE ACCESS AGREEMENT

**THIS SITE ACCESS AGREEMENT** ("Agreement"), is made and entered into in duplicate original this \_\_\_\_\_ day of \_\_\_\_\_, 2014,

**BY AND BETWEEN**

**CITY OF MONTEREY PARK**, a municipal corporation, hereinafter referred to as "Owner"

**AND**

**THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**, a Joint Powers Authority, hereinafter referred to as "LA-RICS Authority."

### **RECITALS:**

**WHEREAS**, Owner is currently a member of the LA-RICS Authority, which was established pursuant to a Joint Powers Agreement dated January 2009 ("JPA") for the purpose of coordinating governmental services to establish a wide-area interoperable public safety communications network commonly known as LA-RICS. Owner may withdraw from LA-RICS prior to or after the time that this Agreement becomes effective;

**WHEREAS**, Owner owns certain real property described on Exhibit A (Site List) hereto ("Real Property"); and

**WHEREAS**, Owner is willing to permit use of a portion of the Real Property by the LA-RICS Authority for use as a Long Term Evolution broadband ("Broadband" or "LTE") communication site for purposes of assisting LA-RICS and promoting public safety within the region; and

**WHEREAS**, the parties hereto acknowledge that: (a) LA-RICS AUTHORITY has retained Motorola ("LMR Vendor") to design, construct, and perform services with respect to a regional interoperable LMR telecommunications system as a part of the LA-RICS; (b) the LA-RICS Authority has retained Motorola ("LTE Vendor") to design and construct a regional interoperable Broadband telecommunications system as a part of the LA-RICS; (c) the federal First Responder Network Authority may, or may not retain one or more vendors (collectively, the "First Net Parties"), to design and construct a national interoperable Broadband telecommunications system of which the LA-RICS may be a part; and (d) any of the LA-RICS Authority member agencies may assume the LA-RICS Authority's rights and obligations under this Agreement and/or may perform services with respect to this LA-RICS. However, if the Owner withdraws from LA-RICS it shall have no rights or obligations as a JPA member with respect to LA-RICS but shall retain all ownership rights regarding the Real Property and the LTE Site, and LA-RICS AUTHORITY shall be responsible for all obligations and liabilities with regard to its use

of the LTE Site pursuant to this Agreement and shall retain all rights set forth herein with regard to the use of the LTE Site; and

**WHEREAS**, LA-RICS AUTHORITY desires to accept and exercise the rights granted by this Agreement for use of the LTE Site located on the Real Property in accordance with the terms and conditions prescribed herein.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and the mutual promises, covenants, and conditions set forth herein, the parties hereto agree as follows:

1. **LTE SITE; LICENSE**

1.01 Owner hereby licenses to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from Owner on the terms and conditions set forth herein, the use of land within a portion of the Real Property, together with the easements for access and utilities to install and operate an unmanned LTE communication facility, consisting of the parcels of land shown on Exhibit A (Site List) attached hereto and incorporated herein by this reference (collectively, the "LTE Site" and each, individually, a "LTE Site").

1.02 The LA-RICS AUTHORITY acknowledges its personal inspection of the LTE Site and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. The LA-RICS AUTHORITY accepts the LTE Site in its "As-Is" condition with the opportunity to investigate the LTE Site and the Real Property, and Owner makes no warranty, express or implied, as to the suitability of the LTE Site or the Real Property for the LA-RICS AUTHORITY's use; its physical condition, including the condition and stability of the soils or groundwater on or under any of the Real Property or the LTE Site; and the presence of pollutants or contaminants therein.

1.03 LA-RICS AUTHORITY, the LTE Vendor, and/or the First Net Parties may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the LTE Site at the LA-RICS AUTHORITY's expense in accordance with all of the terms and conditions of this Agreement.

1.04 LA-RICS AUTHORITY hereby acknowledges the title or other legal right of possession of the Owner or its successors in the Real Property or the LTE Site and covenants and agrees never to assail, contest, or resist said title.

1.05 Ownership of all improvements constructed by the LA-RICS AUTHORITY upon each and every site comprising the LTE Site and all alterations, additions or betterments thereto shall remain with the LA-RICS AUTHORITY or other agencies as may be provided by any applicable LA-RICS grant requirements. The LA-RICS AUTHORITY may remove any of its own improvements to the Real Property at any time during the term of the Agreement, and Owner hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

## 2. **PURPOSE AND USE**

2.01 The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use the LTE Site on the Real Property for the installation, operation, maintenance, and repair of a Broadband communication facility. Subject to the Owner's approval rights set forth herein, including without limitation in Sections 3, 6, 7, and 8, the LA-RICS AUTHORITY (and/or its member agencies, the LTE Vendor, the First Net Parties and/or other agents): (a) shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS AUTHORITY's LTE communications system, which typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference, which includes the LTE system and associated infrastructure, shelters, equipment and related improvements, (collectively, the "LA-RICS Facility"), and (b) shall be allowed access over, through and across the Real Property for ingress to and egress from the applicable LTE Site 24 hours per day, 7 days per week with at least 24 hours notice provided to Owner except for emergency purposes in which event as much notice as is reasonably possible will be provided to Owner. Each LTE Site shall be used only for the purposes authorized by this Section 2.01, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

2.02 The LA-RICS AUTHORITY shall ensure that all usage of the LTE Site and/or the Real Property hereunder, including without limitation usage by the LTE Vendor, is in compliance with all terms and conditions of this Agreement.

2.03 Nothing contained in this Agreement shall be deemed or construed in any way to limit the Owner's authority to exercise any right or power concerning the utilization of the Real Property including without limitation the LTE Site and co-location of other transmission or other facilities thereon subject to the terms and conditions of this Agreement including without limitation those set forth in Section 25 hereof; provided, however, that such Owner authority shall not include the exercise of any right or power that would interfere with the LA-RICS Facility.

## 3. **APPROVALS/DESIGN REVIEW**

The LA-RICS AUTHORITY shall furnish and submit to Owner copies of project plans and specifications (along with any other information reasonably requested by Owner) for the LTE Site at the 50%, 75%, and 100% stages of design development, for Owner's review and input. LA-RICS AUTHORITY agrees to discuss with Owner the Owner's concerns, if any, regarding the proposed plans and to work in good faith to address such concerns prior to implementation of said plans.

Upon the Owner's and LA-RICS AUTHORITY's approval of the final site plan for the LTE Site, such final site plan will be deemed incorporated herein by reference as Exhibit C (Site Plan). Owner and the LA-RICS AUTHORITY acknowledge that the LA-

RICS AUTHORITY is a California joint powers authority whose members have specified, pursuant to Section 4.04 of its Joint Powers Agreement and Section 6509 of the California Government Code, that all common powers exercised by the LA-RICS AUTHORITY's Board of Directors shall be exercised in a manner consistent with, and subject to all the restrictions and limitations upon the exercise of such powers, as are applicable to the County of Los Angeles ("County") (i.e., the LA-RICS AUTHORITY has adopted the County's operating mode). Accordingly, Owner and the LA-RICS AUTHORITY agree that the LA-RICS AUTHORITY (i) will comply with the Owner's City Building Code requirements and (ii) will seek only those governmental approvals that would normally apply to the County and the Owner/City, other than with respect to ministerial permits as described below. Notwithstanding the foregoing, the parties agree that their cooperation in addressing any concerns raised by the Owner is essential to the success of the LA-RICS project and that accordingly all such concerns will be taken into consideration throughout the LTE Site plan approval process, as described in this Section 3 (Approvals/Design Review and in Section 8 (Alterations).

Should ministerial permits be required, Owner shall expeditiously process such permits within its jurisdiction. To the extent there may be costs associated with Owner's review, such costs will be waived for LA-RICS AUTHORITY. The LA-RICS AUTHORITY may perform and obtain, at the LA-RICS AUTHORITY's sole cost and expense, soil borings, percolation tests, engineering reports, environmental investigations or other tests or reports on, over, and under each LTE Site to the extent necessary to proceed with design, construction, or for compliance with the California Environmental Quality Act and/or the National Environmental Policy Act, and/or to determine if the LA-RICS AUTHORITY's use of the LTE Site will be compatible with the LA-RICS AUTHORITY's engineering specifications and design and operational requirements. Owner shall work cooperatively and expeditiously with the LA-RICS AUTHORITY to complete review of any project plans and specifications, so as not to delay the design and construction of the LA-RICS Facility.

4. **TERM**

The initial term ("Initial Term") of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and shall terminate upon written notice of termination (a) by LA-RICS AUTHORITY or (b) by Owner pursuant to Section 28 (Default) hereof.

5. **CONSIDERATION**

The consideration for the use granted herein shall be LA-RICS AUTHORITY's compliance with all of the terms and conditions of this Agreement and for the general benefit of public safety in the region.

6. **CONDITIONS PRECEDENT TO INSTALLATION OR ALTERATIONS OF EQUIPMENT**

Owner shall have the opportunity to review and approve (which approval shall not be unreasonably withheld), all project plans and specifications for the LA-RICS AUTHORITY's proposed initial LA-RICS Facility. Any alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements or any alterations required by: (a) the Spectrum Manager Lease Agreement between LA-RICS AUTHORITY and the First Net Parties dated July 1, 2013 (the "Spectrum Lease Agreement") or (b) FCC rules or regulations) after LA-RICS AUTHORITY's initial installation of the LA-RICS Facility on the LTE Site shall be submitted to Owner for its review and approval, which approval shall not be unreasonably withheld but reasons for withholding such approval include but are not limited to an increase in the size, height, aesthetics, and/or health and safety concerns regarding the LA-RICS Facility. In addition, Owner shall have the right to inspect said equipment and the LTE Site at any time upon 24 hours advance notice to LA-RICS AUTHORITY except in the event of an emergency. The LA-RICS AUTHORITY shall not commence installation of equipment or alteration of a LTE Site, or any portion thereof, until the Owner has reviewed and approved the plans and specifications as set forth above. Owner's review and approval of the plans shall not release the LA-RICS AUTHORITY from the sole responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The LA-RICS AUTHORITY shall be responsible for notifying Owner and all other relevant parties immediately upon discovery of such omissions and/or errors. The LA-RICS AUTHORITY shall not cause or permit any change of any equipment installed by the LA-RICS AUTHORITY on a LTE Site including power outputs or changes in the use of frequencies described in Exhibit B hereto (Equipment List) (but not including "like-kind" replacements or any alterations required by: (a) the Spectrum Manager Lease Agreement between LA-RICS AUTHORITY and the First Net Parties dated July 1, 2013 (the "Spectrum Lease Agreement") or (b) FCC rules or regulations), except after Owner has been provided an opportunity to review and approve such plans and specifications as set forth above.

## **7. INSTALLATION**

7.01 LA-RICS AUTHORITY shall install the LA-RICS Facility at its own expense and risk as approved by Owner in accordance with the terms hereof, and such installation shall not cause radio frequency interference with equipment, transmission or reception (operated currently or in the future) by the Owner or other transmission devices that are located on other property owned or leased by Owner. LA-RICS AUTHORITY and/or its agent shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. Each component of the LA-RICS Facility shall be clearly identified with LA-RICS AUTHORITY's and, as applicable, member agency, LTE Vendor, and/or First Net Party's name, address, telephone number, Federal Communications Commission ("FCC") Agreement and frequencies in use. Such identification shall be attached to each component of the LA-RICS Facility in plain view.

7.02 LA-RICS AUTHORITY agrees that Owner may grant the use of any unused portion of the LTE Site to any third party in accordance with Section 25 hereof for the purpose of installing communications transmitting equipment, so long as such uses do not conflict or interfere with LA-RICS AUTHORITY's operations as provided for pursuant to this Agreement. Any third party granted rights by the Owner shall be required to comply with all applicable noninterference rules of the FCC.

7.03 Owner reserves the right, at its expense, to install on the Real Property, including without limitation within the LTE Site, its own communications shelter, telecommunication equipment, and appropriate tower space for telecommunications and/or microwave (collectively, the "Owner Facilities") so long as the installation of said Owner Facilities does not interfere with LA-RICS AUTHORITY's operations as they exist at the time of Owner's installation of such new equipment. LA-RICS AUTHORITY and Owner agree to make commercially reasonable efforts to resolve any radio frequency interference issues with equipment, transmission or reception caused by the installation of the Owner Facilities. For purposes of clarification, the party installing new facilities on the Real Property shall be responsible for ensuring that such new facilities do not interfere with the operation of any existing facilities on the Real Property.

7.04 LA-RICS AUTHORITY accepts the LTE Site in an "as is" condition as of the date of full execution of this Agreement. LA-RICS AUTHORITY shall have the right to finance and construct approved equipment and related improvements on the LTE Site at LA-RICS AUTHORITY's sole cost and expense, except as may be provided otherwise by other agreements. However, LA-RICS AUTHORITY shall not cause the Real Property or LTE Site to be encumbered or secured by any debt instrument of whatsoever kind or nature, including without limitation mechanics liens, secured loans or bonded indebtedness. Following the construction and installation of the LA-RICS Facility, , subject to the terms and conditions of Section 6 of this Agreement LA-RICS AUTHORITY may thereafter, at its sole cost and expense, perform on the LTE Site construction, maintenance, repairs, additions to, and replacements of its equipment as necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the LTE Site to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements and as required for LA-RICS AUTHORITY's operations of the LA-RICS Facility at the LTE Site, including any structural upgrades required to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements on the LTE Site.

7.05 Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LTE Site, LA-RICS AUTHORITY shall provide Owner with as-built drawings of the LA-RICS Facility ("As-Builts"). Such As-Builts shall include the location of any of LA-RICS AUTHORITY shelters, cabinets, grounding rings, cables, and utility lines associated with LA-RICS AUTHORITY use of the LTE Site in CAD and PDF formats. Upon receipt of the As-Builts by Owner, the As-Builts shall be deemed incorporated herein by reference as updates to Exhibit C (Site Plan). In the event that

LA-RICS AUTHORITY fails to deliver the As-Builts as required by this section within ten business days of receipt of written notice, Owner may cause such As-Builts to be prepared on behalf of LA-RICS AUTHORITY and Owner shall assess a fee for the costs incurred by Owner for the preparation of such As-Builts, the cost of which shall become immediately due and payable to Owner upon invoice accompanied by supporting documentation of such fee. Owner shall be responsible for completion of and costs associated with As-Builts resulting from any modifications required by Owner.

8. **INTENTIONALLY OMITTED**

9. **MAINTENANCE**

Owner shall be responsible for the landscaping maintenance of the Real Property, including the LTE Site except for any hardscape that is erected to screen the LA-RICS Facility.. The LTE Site shall be kept neat and clean by LA-RICS AUTHORITY and ready for normal use by Owner and other users. Should LA-RICS AUTHORITY fail to accomplish this, following 30 days written notice from Owner, Owner may perform the work and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by Owner.

LA-RICS AUTHORITY shall be responsible for the timely repair of all damage to the LTE Site or the Real Property to the extent caused by the use of the LTE Site by the LA-RICS AUTHORITY, its employees, agents or business vendors, including without limitation the LTE Vendor. Should LA-RICS AUTHORITY fail to promptly make such repairs after 30 days written notice from Owner, Owner may have repairs made and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by Owner.

10. **CONSTRUCTION STANDARDS**

Installation and maintenance of LA-RICS AUTHORITY's equipment including without limitation the LA-RICS Facility shall be performed in a neat and workmanlike manner and shall at all times comply in all respects to the statutes, laws, ordinances and regulations of any governmental authority having jurisdiction which are applicable to the installation, construction, operation and maintenance of LA-RICS AUTHORITY's equipment, including but not limited to the Owner's City Building Code.

LA-RICS AUTHORITY shall remove any debris to the extent resulting from maintenance, operation and construction on the LTE Site by LA-RICS AUTHORITY, its agents or contractors (including without limitation the LTE Vendor). In the event that LA-RICS AUTHORITY fails to remove such debris from the LTE Site, Owner shall provide written notice to LA-RICS AUTHORITY and allow LA-RICS AUTHORITY ten business days after receipt of notice to remove such debris. After the expiration of such ten-business day period, Owner shall cause such debris to be removed and invoice LA-RICS AUTHORITY for the actual costs of said removal.



11. **OTHER OPERATIONAL RESPONSIBILITIES**

11.01 As applicable, LA-RICS AUTHORITY or its LTE Vendor or the First Net Parties shall:

(a) Comply with and abide by all applicable rules, regulations and directions of Owner.

(b) At all times hold a valid FCC Agreement for the Permitted Activities and comply with all applicable City and County ordinances and all State and Federal laws, and, in the course thereof, obtain and keep in effect all required permits and Agreements required to engage in the Permitted Activities on the LTE Site.

(c) Conduct the Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the Real Property or LTE Site by Owner or the public, except as herein permitted, and remove any agent, invitee or employee who fails to conduct Permitted Activities in the manner heretofore described.

(d) Assume the risk of loss, damage or destruction to the LA-RICS Facility and any and all fixtures and personal property belonging to LA-RICS AUTHORITY that are installed or placed within the LTE Site, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the Owner, its agents, employees or contractors.

12. **RELOCATION**

12.01 Owner shall have the right to request relocation of the LA-RICS Facility or any portion thereof on no more than one occasion during the term hereof to another location on the Real Property ("Alternate Site"), provided:

(a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LTE Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment;

(b) Owner shall pay all costs incurred by LA-RICS AUTHORITY for relocation of LA-RICS AUTHORITY's equipment from the LTE Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LTE Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY's use of the Alternate Site;

(c) Owner shall give LA-RICS AUTHORITY at least six months written notice before requiring relocation; and

(d) LA-RICS AUTHORITY's use pursuant hereto will not be interrupted and LA-RICS AUTHORITY shall be allowed, if necessary, to place temporary equipment on the Real Property during the relocation.

12.02 LA-RICS AUTHORITY shall have the right to request relocation of the LA-RICS Facility or any portion thereof to an Alternate Site on the Real Property pursuant to LA-RICS AUTHORITY's obligations under the Spectrum Lease Agreement, provided that:

(a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LTE Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment;

(b) LA-RICS AUTHORITY shall pay all costs relating to relocation of LA-RICS AUTHORITY's equipment from the LTE Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LTE Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY's use of the Alternate Site;

(c) LA-RICS AUTHORITY shall give Owner at least XXX months written notice of the requested relocation.

13. **INTENTIONALLY OMITTED**

14. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

14.01 **No Interference.** LA-RICS AUTHORITY shall not use the LTE Site in any way which causes radio frequency ("RF") interference in excess of levels permitted by the FCC or otherwise interferes with the use of the Property by Owner or Owner's agents, invitees or other licensees or users who may occupy portions of the Real Property at the time this Agreement is entered into. LA-RICS AUTHORITY shall be responsible for electromagnetic compatibility of LA-RICS AUTHORITY's equipment with existing and future equipment at the Real Property.

14.02 **Interference With Public Safety Systems.** In the event of any interference with Owner's Police or Fire Department, CWIRS, Paramedic or LAnet systems, or any future public safety-related systems, which is caused by LA-RICS AUTHORITY's equipment or operations, LA-RICS AUTHORITY shall be immediately

notified by Owner of such interference. Following such notification, the parties will cooperatively discuss and reach agreement on how such interference will be resolved.

**14.03 Interference With Non-Public Safety Systems.** In the event LA-RICS AUTHORITY's operations or equipment causes interference with non-public safety-related systems of Owner or any other duly authorized occupant of the Real Property, written notice of such interference shall be provided to LA-RICS AUTHORITY. Owner agrees that Owner and/or any other occupants of the Real Property who currently have or in the future take possession of the Real Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference with the existing equipment of LA-RICS AUTHORITY.

**14.04 Interference During Emergency.** If any measurable interference caused by LA-RICS AUTHORITY's equipment with Owner's electronic equipment during an emergency incident occurs, the LA-RICS AUTHORITY will immediately cease operation, transmission or further use of LA-RICS AUTHORITY's equipment until such time as the emergency incident or interference has ended but LA-RICS AUTHORITY shall be permitted to power up its equipment for intermittent testing with notice.

**14.05 Compliance With Law.** LA-RICS AUTHORITY is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as applicable rules and/or regulations of any other federal or state agency (including without limitation the Occupational Safety and Health Administration ("OSHA") having jurisdiction over the installation, operation, maintenance and/or working conditions involving RF emissions and/or safety and work standards performed on or near communications towers and antenna-licensed premises. LA-RICS AUTHORITY agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation, and maintenance of its own equipment and for repairs to its own equipment at the LTE Site. LA-RICS AUTHORITY will immediately remedy its operations to comply with such applicable laws, rules and regulations as they apply to its operations, individually and in the aggregate, with all applicable FCC and other applicable governmental RF emissions standards, but shall only be liable for any violations of such applicable standards to the extent arising solely from LA-RICS AUTHORITY's equipment alone and not in combination with others. Where LA-RICS AUTHORITY's equipment, in combination with other, exceed or violates such standards, LA-RICS AUTHORITY shall reasonably cooperate with Owner and with other relevant parties to mitigate such violations in a timely manner.

## 15. UTILITIES

LA-RICS AUTHORITY shall, at its sole cost and expense, cause the installation of any utility service line required by or for the conduct of the Permitted Activities, and shall be responsible for the payment of all utilities necessary for the operation of the LA-RICS Facility on the LTE Site. If such installation is not feasible, as determined by

Owner, LA-RICS AUTHORITY acknowledges and agrees that LA-RICS AUTHORITY nonetheless shall be responsible for any all costs of utilities used by LA-RICS AUTHORITY, which costs will be invoiced by Owner and paid by LA-RICS AUTHORITY within thirty (30) days of its receipt of such invoice.

16. **HOLD HARMLESS AND INDEMNIFICATION**

LA-RICS AUTHORITY agrees to indemnify, defend, save and hold harmless Owner and its agents, elected and appointed officers, and employees from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with LA-RICS AUTHORITY's operations or its services hereunder, including, without limitation, any Workers' Compensation suit, liability, or expense, to the extent arising from or connected with LA-RICS AUTHORITY's use of the Real Property or LTE Site and for services performed by or on behalf of LA-RICS AUTHORITY by any person pursuant to or related this Agreement including without limitation the LTE Vendor.

Owner agrees to indemnify, defend, save and hold harmless LA-RICS AUTHORITY and its member agencies, agents, elected and appointed officers, employees, and contractors from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with the negligence or willful misconduct of Owner and/or its agents, elected and appointed officers, employees, and contractors in connection with the performance of Owner's obligations hereunder.

17. **INSURANCE**

17.01 Without limiting LA-RICS AUTHORITY's obligations to Owner, LA-RICS AUTHORITY shall provide and maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the Owner's Risk Manager, and evidence of such programs satisfactory to the Owner Risk Manager, shall be delivered to \_\_\_\_\_ [CITY RISK MGMT CONTACT], on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that Owner is to be given written notice at least thirty (30) days in advance of any modification or termination of any provisions of insurance and shall name the Owner as an additional insured (except for the Workers' Compensation Insurance). LA-RICS AUTHORITY may self-insure through membership in the California Joint Powers Insurance Authority (JPIA). LA-RICS AUTHORITY will require its contractors and subcontractors (including without limitation the LTE Vendor) to provide commercial insurance as required in the Section, and any additional insurance required by LA-RICS AUTHORITY of its contractor(s) and/or subcontractor(s), shall name the Owner as an additional insured.

(a) General Liability. A program of insurance which shall be primary to and not contributing with any other insurance maintained by Owner, written on ISO policy form CG 00 01 or its equivalent, and endorsed to name the Owner as an additional insured, and shall include, but not be limited to:

(1) Comprehensive general liability insurance endorsed for Site-operations, products/completed operations, contractual, broad form property damage, and personal injury with a limit of not less than

|  |              |
|--|--------------|
| General Aggregate:                       | \$2 million  |
| Products/Completed Operations Aggregate: | \$2 million  |
| Personal and Advertising Injury:         | \$1 million  |
| Per occurrence                           | \$ 1 million |

(2) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in LA-RICS AUTHORITY's business operations.

(b) Workers Compensation. If applicable, a program of workers' compensation insurance in an amount and form to meet all applicable requirements of the labor code of the State of California, and which specifically covers all persons providing services on behalf of LA-RICS AUTHORITY and all risks to such persons under the Agreement.

|                          |             |
|--------------------------|-------------|
| Each Accident:           | \$1 million |
| Disease - policy limit:  | \$1 million |
| Disease - each employee: | \$1 million |

(c) **Construction Insurance.** If construction work is performed by LA-RICS AUTHORITY or its agents during the term of this Lease (i.e. demolition of structures, construction of new structures, renovation or retrofit involving structures frame, foundation or supports, or more than 50% of building, etc.) then LA-RICS AUTHORITY or LA-RICS AUTHORITY's contractor shall provide the following insurance. Owner shall determine the coverage limits required on a project by project basis:

- Builder’s Risk Course of Construction Insurance.** Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30). This insurance shall be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants, and full collapse coverage during construction, without restricting collapse coverage to specified perils. Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, including Owner furnished materials and equipment, against loss or damage until completion and acceptance by the LA-RICS AUTHORITY and the Owner if required.
- General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, naming Owner as an additional insured, with limits of not less than the following:

|  |               |
|--|---------------|
| General Aggregate:                       | \$50 million  |
| Products/Completed Operations Aggregate: | \$50 million  |
| Personal and Advertising Injury:         | \$25 million  |
| Each Occurrence:                         | \$ 25 million |

The Products/Completed Operations coverage shall continue to be maintained in the amount indicated above for at least two (2) years from the date the Project is completed and accepted by the LA-RICS AUTHORITY and the Owner if required.

- Automobile Liability. such coverage shall be written on iso policy form ca 00 01 or its equivalent with limits of not less than \$5 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. such insurance shall cover liability arising out of LA-RICS AUTHORITY’s or LA-RICS AUTHORITY’s contractor use of autos pursuant to this lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- Professional Liability.** Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the LA-RICS AUTHORITY’s contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than **\$5 million** per claim and **\$10 million** aggregate. The coverage shall

also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.

- **Workers Compensation and Employers' Liability Insurance** or qualified self-insurance satisfying statutory requirements. Such coverage shall provide Employers' Liability coverage with limits of not less than \$1 million per accident. Such policy shall be endorsed to waive subrogation against the Owner for injury to the LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor employees. If the LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor employees will be engaged in maritime employment, the coverage shall provide the benefits required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act or any other federal law to which the LA-RICS AUTHORITY is subject. If LA-RICS AUTHORITY or LA-RICS AUTHORITY's contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the Owner as the Alternate Employer, and the endorsement form shall be modified to provide that Owner will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

17.02 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to Owner with an A.M. Best rating of not less than A:VII, unless otherwise approved by Owner.

17.03 Failure to Maintain Coverage. Failure by LA-RICS AUTHORITY to maintain the required insurance, or to provide evidence of insurance coverage acceptable to Owner, shall constitute a material breach of this Agreement.

17.04 Notification of Incidents. Claims or Suits. LA-RICS AUTHORITY shall report to Owner any accident or incident relating to activities performed under this Agreement which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against LA-RICS AUTHORITY and/or Owner. Such report shall be made in writing within 72 hours of LA-RICS AUTHORITY's knowledge of such occurrence.

17.05 Compensation for Owner Costs. In the event that LA-RICS AUTHORITY fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to Owner, LA-RICS AUTHORITY shall pay full compensation for all reasonable costs incurred by Owner.

17.06 Additional Insured. All insurance policies required by this Section 17 shall identify by way of an endorsement the Owner and its officers, officials, employees and agents as additional insureds.

18. **FAILURE TO PROCURE INSURANCE**

18.01 Failure on the part of LA-RICS AUTHORITY to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which Owner may immediately terminate this Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by Owner shall be repaid by LA-RICS AUTHORITY to Owner upon demand.

18.02 Use of the LTE Site shall not commence until LA-RICS AUTHORITY has complied with the aforementioned insurance requirements, and shall be suspended during any period that LA-RICS AUTHORITY fails to maintain said insurance policies in full force and effect.

19. **TAXES**

19.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the LTE Site created by this Agreement may be subject to property taxation if created. The party in whom the property interest is vested may be subject to the payment of the property taxes levied on the interest.

19.02 LA-RICS AUTHORITY shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, Owner, City, or any other tax or assessment-levying body upon the LTE Site arising from LA-RICS AUTHORITY's use of the LTE Site.

19.03 If LA-RICS AUTHORITY fails to pay any lawful taxes or assessments upon the LTE Site which LA-RICS AUTHORITY is obligated to pay, LA-RICS AUTHORITY will be in default of the Agreement.

21.04 Owner reserves the right to pay any such tax, assessment, fees or charges, and all monies so paid by Owner shall be repaid by LA-RICS AUTHORITY to Owner upon demand. LA-RICS AUTHORITY and Owner agree that this is a Agreement and not a lease and no real estate interest is being conveyed herein.

20. **NOTICES**

Notices desired or required to be given pursuant to this Agreement or by any law now in effect shall be given by enclosing the same in a sealed envelope, Certified Mail - Return Receipt Requested, addressed to the party for whom intended and depositing such envelope, with postage prepaid, in the U.S. Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same, shall be addressed to LA-RICS AUTHORITY as follows:



LA-RICS AUTHORITY  
2525 Corporate Place, Second Floor

Monterey Park, California 91754

ATTN: Executive Director

or such other place as may hereinafter be designated in writing by LA-RICS AUTHORITY. . 24-hour emergency contact information for LA-RICS is as follows:

CONSTRUCTION PERIOD: Patrick J. Mallon, (626) 969-6163

NETWORK OPERATIONS CENTER (Post-Construction):  
Lieutenant Mark Wilkins, (323) 351-6507

The notices and the certificate of insurance and envelopes containing the same to the Owner shall be addressed as follows:

[INSERT Owner contact info including e-mail address]

[INSERT OWNER 24-hour contact info]

or such other place as may hereinafter be designated in writing by Owner.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Notices may also be provided by electronic mail or facsimile transmission, provided that such notices are followed up with a copy sent via US Mail.

21. **LA-RICS FACILITY REMOVAL**

21.01 Upon termination of this Agreement LA-RICS AUTHORITY shall remove all of its LA-RICS Facility and personal and improvements from the LTE Site and the Real Property and restore the LTE Site to the same or better condition as it existed prior to the time of installation of the LA-RICS Facilities, reasonable wear and tear and damage or destruction by acts of God beyond the control of LA-RICS AUTHORITY excepted.

21.02 If LA-RICS AUTHORITY does not timely remove all of its LA-RICS Facility, personal property and improvements from the LTE Site and the Real Property within 90 days of termination of this Agreement, Owner may, but shall not be required to, remove the LA-RICS Facility and all personal property and improvements at LA-RICS AUTHORITY's expense. Notwithstanding the foregoing, if weather conditions or lack of access to the LTE Site render the timely removal of LA-RICS AUTHORITY's property impossible, then LA-RICS AUTHORITY shall have thirty (30) days from the earliest date on which access is possible in which to comply with this Section 21. LA-

RICS AUTHORITY shall reimburse Owner for all such removal costs within thirty (30) days of receipt of an itemized accounting of the cost for such removal of personal property and improvements. Owner shall incur no liability for any damage to the LA-RICS Facility during removal or storage.

22. **INDEPENDENT STATUS**

This Agreement is by and between Owner and LA-RICS AUTHORITY and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between Owner and LA-RICS AUTHORITY. LA-RICS AUTHORITY understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation with respect to services performed on behalf of LA-RICS AUTHORITY pursuant to this Agreement.

23. **AMENDMENT**

Any modification of any of the terms and conditions hereof shall require a written amendment signed by an authorized agent of the LA-RICS AUTHORITY and an authorized agent of Owner.

24. **ASSIGNMENT**

24.01 This Agreement may not be sold, assigned or transferred by LA-RICS AUTHORITY without the approval or consent of the Owner, which consent may not be unreasonably withheld so long as the assignment is to a public agency to serve a purpose similar to that served by this Agreement.

24.02 To effect an assignment or transfer pursuant to this Section 25 (Assignment), LA-RICS AUTHORITY shall first deliver to the Owner:

- (i) A written request for approval;
- (ii) The name, address, and most recent financial statements of the proposed transferee, assignee or sublicensee;
- (iii) Proposed unredacted instrument of transfer or assignment or any or all of its rights hereunder; and
- (iv) Any other information reasonably requested by the Owner.

25.03 Owner shall approve or disapprove a proposed transfer, assignment or sublicense within sixty (60) days after LA-RICS AUTHORITY delivers all such items to the Owner. Owner's failure to respond to any request pursuant to this Section shall be deemed disapproval of said request.

25.04 In the case of an assignment of this Agreement, the proposed instrument shall include a written assumption by the assignee of all obligations of LA-RICS

AUTHORITY under the Agreement arising thereafter and assignee shall be liable to perform the full obligations of the LA-RICS AUTHORITY under this Agreement and as a condition to the completion of such transfer must cure, remedy, or correct any event of default existing at the time of such transfer in a manner satisfactory to the Owner.

25.05 In the case of a sublicense, the proposed instrument shall specifically include a provision that the sublicensee shall comply with and be subject to all of the terms covenants, and conditions of this Agreement.

25.06 Owner shall have the right to lease or license the use of space on LA-RICS Authority's telecommunications pole to third party(ies), if such telecommunications pole is capable of housing such third party(ies), based on terms mutually agreeable to the LA-RICS Authority. Owner shall submit any proposed lease or license to the LA-RICS Authority for review and approval prior to entering into such lease or license. Such proposed instrument shall specifically include: (a) a provision that the lease or license shall comply with and be subject to all of the terms covenants, and conditions of this Agreement, and (b) a requirement that any third party use of LA-RICS Authority's telecommunications pole shall not interfere with LA-RICS Authority's use of the LA-RICS Facility or its operations. The parties agree that any revenues generated by such third party leases or licenses by Owner shall be retained by Owner, except for an amount to be agreed upon between Owner and LA-Rics Authority, which sum is intended to compensate LA-RICS AUTHORITY for its operational, administrative and other costs associated with third party use of the LA-RICS Authority's telecommunications pole.

25. **INTENTIONALLY OMITTED**

26. **CONDEMNATION**

In the event of any condemnation of the Real Property (or any portion thereof), LA-RICS AUTHORITY may terminate this Agreement upon written notice to Owner if such condemnation may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at the LTE Site for more than forty-five (45) days. LA-RICS AUTHORITY may on its own behalf make a claim in any condemnation proceeding involving the LTE Site for losses related to the equipment comprising the applicable LA-RICS Facility, its relocation costs and its damages and losses (but not for the loss of its interest, if any, under this Agreement). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and Owner and LA-RICS AUTHORITY shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other, if any, under this Agreement.

27. **DEFAULT**

Except as otherwise provided in this Agreement, in the event of a default hereunder by LA-RICS AUTHORITY, Owner shall provide written notice thereof to LA-

RICS AUTHORITY. LA-RICS AUTHORITY shall have sixty (60) days from the date of said notice in which to cure the default, provided that LA-RICS AUTHORITY shall have such extended period beyond sixty (60) days as may be required if the nature of the cure is such that it reasonably requires more than sixty (60) days and LA-RICS AUTHORITY has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. Owner may not maintain any action or effect any remedies for default against LA-RICS AUTHORITY unless and until LA-RICS AUTHORITY has failed to cure a default within the time periods set forth in this section. In the event that LA-RICS AUTHORITY fails to cure a default within sixty (60) days or as otherwise provided in this section, Owner may: (a) cure the default and invoice LA-RICS AUTHORITY for all costs reasonably incurred in effecting such cure, or (b) terminate this Agreement upon written notice to LA-RICS AUTHORITY, take possession of the LTE Site and remove all LA-RICS AUTHORITY's improvements located thereon. In the event of a default hereunder by Owner, LA-RICS AUTHORITY shall provide written notice thereof to Owner. Owner shall have sixty (60) days from the date of said notice in which to cure the default, provided that Owner shall have such extended period beyond sixty (60) days as may be required if the nature of the cure is such that it reasonably requires more than sixty (60) days and Owner has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. LA-RICS AUTHORITY may not maintain any action or effect any remedies for default against Owner unless and until Owner has failed to cure a default within the time periods set forth in this section. In the event that Owner fails to cure a default within sixty (60) days or as otherwise provided in this section, LA-RICS AUTHORITY may: (a) cure the default and invoice Owner for all costs reasonably incurred by LA-RICS AUTHORITY in effecting such cure, or (b) terminate this Agreement upon written notice to Owner.

## 28. **WAIVER**

28.01 Any waiver by either party of the breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping either party from enforcing the full provisions thereof.

28.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this Agreement shall be cumulative.

29. **HAZARDOUS MATERIALS**

The parties hereto hereby warrant and represent that they shall comply with all applicable Federal, State, and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the LTE Site and the Real Property. For purposes of this Agreement, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances, as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the Real Property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8., as it may be amended from time to time.

The parties each agree to indemnify and defend the other and the other's agents, officers, employees, and contractors against any and all losses, liabilities, claims and/or costs (including reasonably attorneys' fees and costs) to the extent arising from the indemnifying party's breach of the provisions contained in this Section.

30. **DAMAGE OR DESTRUCTION**

Either party shall have the right to terminate this Agreement with respect to all or any portion of the LTE Site in the event of one of the following: (a) the applicable Real Property or the LTE Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that repairs cannot reasonably be expected to be completed within forty-five (45) days following said damage (or Owner in its sole discretion elects not to make such repair and it is acknowledged that Owner has no obligation to make any such repair); or (b) the applicable Real Property or LTE Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that such damage may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at such LTE Site for more than forty-five (45) days. Notwithstanding the foregoing, in the event of any of the damage described in this Section, LA-RICS AUTHORITY shall have the right at its sole expense to elect to perform or cause to be performed any of the required repairs to the applicable Real Property or LTE Site should Owner elect not to undertake such repairs. Any notice of termination provided pursuant to this Section shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement, if any.

Should any matter or condition beyond the control of the parties, such as war, public emergency, calamity, fire, earthquake, flood or act of God prevent performance of this Agreement by either party, such party shall be relieved of the performance of such obligations during the time period of the event.

LA-RICS AUTHORITY shall be solely responsible for any damage or loss to LA-RICS AUTHORITY's equipment resulting from theft or vandalism or resulting from any other cause, except to the extent caused by Owner's acts or omissions.

31. **AUTHORIZATION WARRANTY**

The parties hereto represent and warrant that the person executing this Agreement for each of them is an authorized agent who has actual authority to bind such party to each and every term, condition, and obligation of this Agreement and that all requirements of such party have been fulfilled to provide such authority.

32. **INDEPENDENT CONTRACTOR STATUS**

This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between Owner and LA-RICS AUTHORITY. LA-RICS AUTHORITY shall bear the sole responsibility and liability for furnishing Worker's Compensation benefits to any person for injuries from or connected with services performed on behalf of LA-RICS AUTHORITY pursuant to this Agreement as required by law. The foregoing indemnification does not apply to liability caused by the negligence of the Owner.

33. **GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with the internal laws of the State of California. LA-RICS AUTHORITY agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

34. **COMPLIANCE WITH APPLICABLE LAW**

In the performance of this Agreement, each party and anyone acting on such party's behalf pursuant to this Agreement shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures (including without limitation the rules and regulations of the FCC, the Federal Aviation Administration ("FAA"), and OSHA, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

35. **COMPLIANCE WITH CIVIL RIGHTS LAWS, NONDISCRIMINATION AND AFFIRMATIVE ACTION**

35.01 LA-RICS AUTHORITY hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition or physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits

of, or be otherwise subject to discrimination under this Agreement or under any project, program or activity supported by this Agreement.

36.02 LA-RICS AUTHORITY certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, material status, or political affiliation.

35.03 LA-RICS AUTHORITY certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

35.04 If the Owner finds that any of the above provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement upon which the Owner may terminate, or suspend this Agreement.

35.05 While the Owner reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission, the Federal Equal Employment Opportunity Commission that LA-RICS AUTHORITY has violated Federal or State anti discrimination laws or regulations shall constitute a finding by Owner that LA-RICS AUTHORITY has violated the anti-discrimination provisions of this Agreement.

35.06 In the event LA-RICS AUTHORITY violates the antidiscrimination provisions of the Agreement, the parties agree that it is difficult to ascertain the amount of liquidated damages, and hereby agree that the Owner shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS (\$500.00) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

36. **NON EXCLUSIVITY**

Nothing herein is intended or shall be construed as creating any exclusive arrangement with LA-RICS AUTHORITY. This Agreement shall not restrict the Owner from acquiring similar, equal or like goods and/or services from other entities or sources.

37. **NOTICE OF EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

LA-RICS AUTHORITY shall notify its employees, and shall require each Contractor and Subcontractor to notify its employees, that they may be eligible for the

Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

**38. PUBLIC RECORDS ACT**

38.01 Any documents submitted by LA-RICS AUTHORITY or its agents including without limitation the LTE Vendor and all information obtained in connection with the Owner's right to inspect the LTE Site or any other rights provided by this Agreement shall become the exclusive property of the Owner. All such documents become a matter of public record and shall be regarded as public records, except as specifically provided by California Government Code Section 6250 et seq. ("Public Records Act") and which are marked "trade secret," "confidential," or "proprietary." The Owner shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

38.02 In the event the Owner is required to defend an action on a Public Records Act request as requested by LA-RICS AUTHORITY for any of the aforementioned documents, information, books, records, and/or contents of a proposed marked "trade secret," "confidential", or "proprietary," LA-RICS AUTHORITY agrees to refund and indemnify the Owner from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after LA-RICS AUTHORITY's receipt of Owner's invoice.

38.03 Any documents submitted by Owner or its agents and all information obtained in connection with LA-RICS AUTHORITY's rights provided by this Agreement shall become the exclusive property of LA-RICS AUTHORITY. All such documents become a matter of public record and shall be regarded as public records, except as specifically provided by California Government Code Section 6250 et seq. ("Public Records Act") and which are marked "trade secret," "confidential," or "proprietary." LA-RICS AUTHORITY shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

38.04 In the event the LA\_RICS AUTHORITY is required to defend an action on a Public Records Act request as requested by the Owner for any of the aforementioned documents, information, books, records, and/or contents Owner agrees to refund and indemnify the LA-RICS AUTHORITY from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after Owner's receipt of LA-RICS AUTHORITY's invoice.



39. **OTHER TERMS AND CONDITIONS**

39.01 Advertising Materials and Signs. Except for warning signs required by law, LA-RICS AUTHORITY shall not post signs upon the LTE Site or improvements thereon, or distribute or cause to be distributed any advertising materials.

39.02 Habitation. The LTE Site shall not be used for human habitation.

39.03 Illegal Activities. LA-RICS AUTHORITY shall not knowingly permit any illegal activities to be conducted upon the LTE Site.

39.04 Safety. LA-RICS AUTHORITY shall immediately correct any unsafe condition on the LTE Site, as well as any unsafe practices occurring thereon, to the extent such unsafe condition or practice occurs as a result of LA-RICS AUTHORITY's use of the LTE Site. LA-RICS AUTHORITY shall cooperate fully with Owner in the investigation of any accidental injury or death occurring on the LTE Site, including a prompt report thereof to the Owner. LA-RICS AUTHORITY shall cooperate and comply fully with Owner, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all LA-RICS AUTHORITY's structures and enclosures. LA-RICS AUTHORITY, at its expense, may use any and all appropriate means of restricting public access to the LTE Site.

39.05 Sanitation. No offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health in violation of the law, shall be permitted or remain on the LTE Site and within a distance of fifty (50) feet thereof, and LA-RICS AUTHORITY and Owner shall prevent any accumulation thereof from occurring.

39.06 Security Devices. LA-RICS AUTHORITY, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the LTE Site from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the Owner. Owner shall not be responsible for securing the Real Property.

40. **NON-AVAILABILITY OF FUNDING**

The parties acknowledge and agree that LA-RICS' AUTHORITY's performance of its obligations under this Agreement is subject to the continuing availability of federal grants or other funds for the LA-RICS Project. This Agreement may be terminated by LA-RICS AUTHORITY (and the LA-RICS Facility removed from the LTE Site in accordance with Section 22 (LA-RICS Facility Removal)hereof) upon a loss or reduction of grant funds or other applicable funding sources.

41. **ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE**

LA-RICS AUTHORITY hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this Agreement.

42. **LA-RICS AUTHORITY'S STAFF AND EMPLOYMENT PRACTICES**

42.01 LA-RICS AUTHORITY shall designate one member of its staff as an Operations Manager with whom the Owner may deal with on a daily basis. Any person selected by LA-RICS AUTHORITY as an Operations Manager shall be fully acquainted with LA-RICS AUTHORITY's operation, familiar with the terms and the conditions prescribed therefore by this Agreement, and authorized to act in the day-to-day operation thereof.

42.02 LA-RICS AUTHORITY shall establish an identification system for each of its personnel assigned to service the LTE Site that clearly indicates the name of the person. The identification system shall be furnished at LA-RICS AUTHORITY expense and may include appropriate uniform attire and name badges as routinely maintained by LA-RICS AUTHORITY.

43. **BANKRUPTCY**

The Owner and LA-RICS AUTHORITY hereby expressly agree and acknowledge that it is the intention of both parties that in the event that during the term of this Agreement LA-RICS AUTHORITY shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the Code), this Agreement is and shall be treated as an unexpired lease of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

44. **SUCCESSORS AND ASSIGNS**

Subject to any provision hereof restricting assignment or subletting by LA-RICS AUTHORITY, this Agreement shall bind the parties, their personal representatives, successors and assigns.

45. **SEVERABILITY**

The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

46. **INTERPRETATION**

Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

47. **ENTIRE AGREEMENT**

This Agreement (and the attached exhibits) contains the entire agreement between the parties hereto with respect to the matters set forth herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Owner and LA-RICS AUTHORITY.

**IN WITNESS WHEREOF**, the LA-RICS AUTHORITY has executed this Agreement or caused it to be duly executed and Owner has caused this Agreement to be executed on the day, month and year first above written.

THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

CITY OF MONTEREY PARK

A California Joint Powers Authority

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

MARK J. SALADINO  
County Counsel

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_

DRAFT / CONFIDENTIAL

**EXHIBIT A**  
**SITE LIST**

DRAFT / CONFIDENTIAL

**EXHIBIT B  
EQUIPMENT LIST**

**[TO BE PROVIDED AT A LATER DATE]**

DRAFT / CONFIDENTIAL

**EXHIBIT C**  
**SITE PLAN**

**[TO BE INCORPORATED BY REFERENCE]**

DRAFT / CONFIDENTIAL

## LTE SITE ACCESS AGREEMENT

**THIS SITE ACCESS AGREEMENT** ("Agreement"), is made and entered into in duplicate original this \_\_\_\_\_ day of \_\_\_\_\_, 2014,

**BY AND BETWEEN**

**CITY OF VERNON**, a body corporate and politic, hereinafter referred to as "Owner"

**AND**

**THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**, a Joint Powers Authority, hereinafter referred to as "LA-RICS Authority."

### **RECITALS:**

**WHEREAS**, the LA-RICS Authority is a joint powers authority which was established pursuant to a Joint Powers Agreement dated January 2009 ("JPA") for the purpose of coordinating governmental services to establish a wide-area interoperable public safety communications network commonly known as LA-RICS;

**WHEREAS**, Owner owns certain real property, and is willing to allow LA-RICS the use of portions of the real property described and depicted in Exhibit A (Site List) attached hereto and incorporated by this reference ("Real Property"); and

**WHEREAS**, LA-RICS Authority desires to use of a portion of the Real Property for use as a Long Term Evolution broadband ("Broadband" or "LTE") communication site; and

**WHEREAS**, the parties hereto acknowledge that: (a) LA-RICS AUTHORITY has retained Motorola ("LMR Vendor") to design, construct, and perform services with respect to a regional interoperable LMR telecommunications system as a part of the LA-RICS; (b) the LA-RICS Authority has retained Motorola ("LTE Vendor") to design and construct a regional interoperable Broadband telecommunications system as a part of the LA-RICS; (c) the federal First Responder Network Authority may, or may not retain one or more vendors (collectively, the "First Net Parties"), to design and construct a national interoperable Broadband telecommunications system of which the LA-RICS may be a part; and (d) any of the LA-RICS Authority member agencies may assume the LA-RICS Authority's rights and obligations under this Agreement and/or may perform services with respect to this LA-RICS; and

**WHEREAS**, LA-RICS AUTHORITY is willing to accept and exercise the rights granted by this Agreement for use of an LTE site located on the Real Property in accordance with the terms and conditions prescribed herein.



**NOW, THEREFORE**, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and the mutual promises, covenants, and conditions set forth herein, the parties hereto agree as follows:

1. **LTE SITE; LICENSE**

1.01 Owner hereby licenses to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from Owner on the terms and conditions set forth herein, the use of land within a portion of the Real Property, including applicable non-exclusive easements for site access and utilities as described and/or depicted on Exhibit A (Site List) attached hereto and incorporated herein by reference, to install and operate an unmanned LTE communication facility (collectively, the "LTE Site" and each, individually, a "LTE Site").

1.02 The LA-RICS AUTHORITY acknowledges its personal inspection of the LTE Site and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. The LA-RICS AUTHORITY accepts the LTE Site in its as-is condition, and Owner makes no warranty, express or implied, as to the suitability of the LTE Site or the Real Property for the LA-RICS AUTHORITY's use; its physical condition, including the condition and stability of the soils or groundwater on or under any of the Real Property; and the presence of pollutants or contaminants therein.

1.03 LA-RICS AUTHORITY, the LTE Vendor, and/or the First Net Parties may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the LTE Site at the LA-RICS AUTHORITY's expense in accordance with all of the terms and conditions of this Agreement.

1.04 LA-RICS AUTHORITY hereby acknowledges the title or other legal right of possession of the Owner or its successors in the Real Property and covenants and agrees never to assail, contest, or resist said title.

1.05 Ownership of all improvements constructed by the LA-RICS AUTHORITY upon each and every site comprising the LTE Site and all alterations, additions or betterments thereto shall remain with the LA-RICS AUTHORITY or other agencies as may be provided by any applicable LA-RICS grant requirements. The LA-RICS AUTHORITY may remove any of its own improvements to the Real Property at any time during the term of this Agreement, and Owner hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

2. **PURPOSE AND USE**

2.01 The purpose of this Agreement is to allow the LA-RICS AUTHORITY to use the LTE Site for the installation, operation, maintenance, and repair of a Broadband communication facility. The LA-RICS AUTHORITY (and/or its member agencies, the LTE Vendor, the First Net Parties and/or other agents): (a) shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-

RICS AUTHORITY's LTE communications system, which typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference (such LTE system and associated infrastructure, shelters, equipment and related improvements, collectively, the "LA-RICS Facility") and other related materials as may be deemed necessary by the LA-RICS AUTHORITY, and (b) shall be allowed access over, through and across each site comprising the Real Property, in the locations described in Exhibit C, for ingress to and egress from the applicable LTE Site 24 hours per day, 7 days per week without notice. Each LTE Site shall be used only for the purposes authorized by this Section 2.01, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

2.02 The LA-RICS AUTHORITY shall ensure that all usage of the LTE Site and/or the Real Property hereunder, including without limitation usage by its member agencies, officers, agents, contractors and employees, including the LTE Vendor and the First Net Parties, is in compliance with all terms and conditions of this Agreement.

2.03 Nothing contained in this Agreement shall be deemed or construed in any way to limit the Owner's authority to exercise any right or power concerning the utilization of the Real Property including without limitation the LTE Site; provided, however, that such Owner authority shall not include the exercise of any right or power that would materially interfere with the LA-RICS Facility for the purposes provided in this Agreement.

### **3. APPROVALS/DESIGN REVIEW**

The LA-RICS AUTHORITY shall furnish and submit to Owner copies of project plans and specifications (along with any other information reasonably requested by Owner) for the LTE Site at the 50%, 75%, and 100% stages of design development, for Owner's review and approval. LA-RICS AUTHORITY agrees to discuss with Owner the Owner's concerns, if any, regarding the proposed plans and to work in good faith to address such concerns prior to implementation of said plans. If Owner's concerns cannot be resolved to the satisfaction of the parties, then the rights provided by this agreement shall be terminated upon 30 days written notice to the other party.

Upon the Owner's and LA-RICS AUTHORITY's approval of the final site plan for the LTE Site, such final site plan will be deemed incorporated herein by reference as Exhibit C (Site Plan). Owner and the LA-RICS AUTHORITY acknowledge that the LA-RICS AUTHORITY is a California joint powers authority whose members have specified, pursuant to Section 4.04 of its Joint Powers Agreement and Section 6509 of the California Government Code, that all common powers exercised by the LA-RICS AUTHORITY's Board of Directors shall be exercised in a manner consistent with, and subject to all the restrictions and limitations upon the exercise of such powers, as are applicable to the County of Los Angeles ("County") (i.e., the LA-RICS AUTHORITY has adopted the County's operating mode). Accordingly, Owner and the LA-RICS

AUTHORITY agree that the LA-RICS AUTHORITY (i) will comply with the Owner's City Building Code requirements and (ii) will seek only those governmental approvals that would normally apply to the County, other than with respect to ministerial permits as described below. Notwithstanding the foregoing, the parties agree that their cooperation in addressing any concerns raised by the Owner is essential to the success of the LA-RICS project and that Owner's prior approval of the site plans and specifications is required prior to construction of same, as described in Section 3 (Approvals/Design Review) and in Section 8 (Alterations).

Should ministerial permits be required, Owner shall expeditiously process such permits within its jurisdiction. To the extent there may be costs associated with Owner's review, such costs will be paid by LA-RICS AUTHORITY. The LA-RICS AUTHORITY may perform and obtain, at the LA-RICS AUTHORITY's sole cost and expense, soil borings, percolation tests, engineering reports, environmental investigations or other tests or reports on, over, and under each LTE Site to the extent necessary to proceed with design, construction, or for compliance with the California Environmental Quality Act and/or the National Environmental Policy Act, and/or to determine if the LA-RICS AUTHORITY's use of the LTE Site will be compatible with the LA-RICS AUTHORITY's engineering specifications and design and operational requirements. Owner shall work cooperatively and expeditiously with the LA-RICS AUTHORITY to complete review of any project plans and specifications, so as not to delay the design and construction of the LA-RICS Facility. In performing such tests, LA-RICS AUTHORITY shall disturb the LTE Site only to the extent reasonably necessary and shall, to the extent reasonably practicable, return the site to its original condition.

4. **TERM**

The term ("Term") of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and shall terminate upon written notice of termination (a) by LA-RICS AUTHORITY (b) by Owner pursuant to Section 28 (Default) of this Agreement.

5. **CONSIDERATION**

The consideration for the use granted herein shall be LA-RICS AUTHORITY's compliance with all of the terms and conditions of this Agreement.

6. **CONDITIONS PRECEDENT TO INSTALLATION OR ALTERATIONS OF EQUIPMENT**

- A. Owner shall have the opportunity to review and approve all project plans and specifications for the LA-RICS AUTHORITY's proposed alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements) after LA-RICS AUTHORITY's initial installation of the LA-RICS Facility on the LTE Site. In addition, Owner shall have the right to inspect said equipment and the LTE Site at any time during and after installation upon

not less than 24 hours prior written notice to the LA-RICS AUTHORITY (except in cases of emergency pursuant to Section 14 hereof (Emergency Access) and, at LA-RICS AUTHORITY's option, with the right to require an LA-RICS AUTHORITY representative to accompany Owner during any such inspection of or access to a LTE Site. The LA-RICS AUTHORITY shall not commence installation of equipment or alteration of a LTE Site, or any portion thereof, until the Owner has reviewed and approved the plans and specifications. Owner's review and approval of the plans shall not release the LA-RICS AUTHORITY from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The LA-RICS AUTHORITY shall be responsible for notifying Owner and all other relevant parties immediately upon discovery of such omissions and/or errors. The LA-RICS AUTHORITY shall not cause or permit any change of any equipment installed by the LA-RICS AUTHORITY on a LTE Site including power outputs or changes in the use of frequencies described in Exhibit B hereto (Equipment List), but not including "like-kind" replacements, except after Owner has been provided an opportunity to review and approve such plans and specifications.

- B. Notwithstanding any other provision in this agreement to the contrary, in no event shall LA-RICS Authority install or operate, or allow the installation or operation of any equipment or other technology by or for third parties, or for any purpose other than that directly within the purposes of the LA-RICS authority, unless the City has expressly authorized such installation or operation in writing in advance. For example, LA-RICS may not authorize a third party telecommunication company (a "co-locator") to install its own wireless telecommunication equipment anywhere on the Real Property. This subsection shall not be interpreted as prohibit LA-RICS from hiring a private party to install equipment for the sole use of LA-RICS.

## 7. **INSTALLATION**

7.01 LA-RICS AUTHORITY shall install the LA-RICS Facility at its own expense and risk as approved by Owner in accordance with the terms hereof, and such installation shall not cause radio frequency interference with equipment, transmission or reception (operated currently or in the future) by the Owner. LA-RICS AUTHORITY and/or its agent shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. Each component of the LA-RICS Facility shall be clearly identified with LA-RICS AUTHORITY's and, as applicable, member agency, LTE Vendor, and/or First Net Party's name, address, telephone number, Federal Communications Commission ("FCC") Agreement and frequencies in use. Such identification shall be attached to each component of the LA-RICS Facility in plain view.

7.02 LA-RICS AUTHORITY agrees that Owner may grant the use of any unused portion of the Real Property to any third party for any purpose, so long as such

uses do not conflict or interfere with LA-RICS AUTHORITY's operations as provided for by this Agreement. Any third party granted rights by the Owner shall be required to comply with all applicable noninterference rules of the FCC.

7.03 Owner reserves the right, at its expense, to install on the Real Property, including without limitation within the LTE Site, its own communications shelter, telecommunication equipment, and appropriate tower space for telecommunications and/or microwave (collectively, the "Owner Facilities") so long as the installation of said Owner Facilities does not unreasonably interfere with LA-RICS AUTHORITY's operations. LA-RICS AUTHORITY and Owner agree to make commercially reasonable efforts to resolve any radio frequency interference issues with equipment, transmission or reception caused by the installation of the Owner Facilities.

7.04 LA-RICS AUTHORITY accepts the LTE Site in an "as is" condition as of the date of full execution of this Agreement. LA-RICS AUTHORITY shall have the right to finance and construct approved equipment and related improvements on the LTE Site at LA-RICS AUTHORITY's sole cost and expense, except as may be provided otherwise by other agreements. Following the construction and installation of LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements, LA-RICS AUTHORITY may thereafter, at its sole cost and expense, perform construction, maintenance, repairs, additions to, and replacements of its equipment as necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the LTE Site to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements and as required for LA-RICS AUTHORITY's operations of the LA-RICS Facility at the LTE Site, including any structural upgrades required to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements on the LTE Site.

7.05 Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LTE Site or modification thereof, LA-RICS AUTHORITY shall provide Owner with as-built drawings of the LA-RICS Facility ("As-Builts"). Such As-Builts shall include the location of any of LA-RICS AUTHORITY shelters, cabinets, grounding rings, cables, and utility lines associated with LA-RICS AUTHORITY use of the LTE Site in CAD and PDF formats. Upon receipt and approval of the As-Builts by Owner, the As-Builts shall be deemed incorporated herein by reference as updates to Exhibit C (Site Plan). In the event that LA-RICS AUTHORITY fails to deliver the As-Builts as required by this section within ten business days of receipt of written notice, Owner may cause such As-Builts to be prepared on behalf of LA-RICS AUTHORITY and Owner shall assess a fee for such As-Builts, the cost of which shall become immediately due and payable to Owner upon invoice accompanied by supporting documentation of such fee.

8. **ALTERATIONS**

LA-RICS AUTHORITY shall make no renovations, alterations or improvements to the LTE Site or the Real Property other than to install, maintain, replace and operate the LA-RICS Facility in accordance with the documentation attached hereto as Exhibits A (Site List), B (Equipment List), and C (Site Plan) and/or as permitted elsewhere herein, without providing prior written notice to Owner, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2.02 hereof. Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS AUTHORITY shall have the right to: (a) make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements without providing notice to the Owner, and (b) perform any alterations or modifications that may be required pursuant to the Spectrum Manager Lease Agreement between LA-RICS AUTHORITY and the First Net Parties dated July 1, 2013 (the "Spectrum Lease Agreement") or that may be required as a result of FCC rules or regulations, after providing notice to the Owner. LA-RICS AUTHORITY agrees to submit to the Owner, for review and approval, all plans and specifications, working drawings, and other information reasonably required by the Owner covering proposed alterations by LA-RICS AUTHORITY. All work to be done by LA-RICS AUTHORITY shall be performed in accordance with the plans provided to and approved (where required) by Owner.

9. **MAINTENANCE**

Owner shall be responsible for maintenance of the Real Property, exclusive of the LTE Site, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities. The LTE Site shall be kept neat and clean by LA-RICS AUTHORITY and ready for normal use by Owner and other users. Should LA-RICS AUTHORITY fail to accomplish this, following 30 days written notice from Owner, Owner may perform the work and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by Owner.

LA-RICS AUTHORITY shall be responsible for the timely repair of all damage to the LTE Site or the Real Property caused by its use thereof, including use by the LA-RICS AUTHORITY, its employees, agents or business vendors, including without limitation the LTE Vendor. Should LA-RICS AUTHORITY fail to promptly make such repairs after 30 days written notice from Owner, Owner may have repairs made and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by Owner.

10. **CONSTRUCTION STANDARDS**

Installation and maintenance of LA-RICS AUTHORITY's equipment including without limitation the LA-RICS Facility shall be performed in a neat and workmanlike manner and shall at all times comply in all respects to the statutes, laws, ordinances and regulations of any governmental authority having jurisdiction which are applicable to

the installation, construction, operation and maintenance of LA-RICS AUTHORITY's equipment, including but not limited to the Owner's City Building Code.

LA-RICS AUTHORITY shall remove any debris to the extent resulting from its or its agents' or contractors' (including without limitation the LTE Vendor) use of the LTE Site. In the event that LA-RICS AUTHORITY fails to remove such debris from the LTE Site, Owner shall provide written notice to LA-RICS AUTHORITY and allow LA-RICS AUTHORITY ten business days after receipt of notice to remove such debris. After the expiration of such ten-business day period, Owner shall cause such debris to be removed and invoice LA-RICS AUTHORITY for the reasonable costs of said removal.

## 11. **OTHER OPERATIONAL RESPONSIBILITIES**

11.01 As applicable, LA-RICS AUTHORITY or its LTE Vendor or the First Net Parties shall:

(a) Comply with and abide by all applicable rules, regulations and directions of Owner.

(b) At all times hold a valid FCC Agreement for the Permitted Activities and comply with all applicable City and County ordinances and all State and Federal laws, and, in the course thereof, obtain and keep in effect all required permits and Agreements required to engage in the Permitted Activities on the LTE Site.

(c) Conduct the Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the Real Property by Owner or the public, except as herein permitted, and remove any agent, invitee or employee who fails to conduct Permitted Activities in the manner heretofore described.

(d) Assume the risk of loss, damage or destruction to the LA-RICS Facility and any and all fixtures and personal property belonging to LA-RICS AUTHORITY that are installed or placed within the LTE Site, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the Owner, its agents, employees or contractors.

## 12. **RELOCATION**

12.01 Owner shall have the right to request relocation of the LA-RICS Facility or any portion thereof during the term hereof to another location on the Real Property ("Alternate Site"), provided:

(a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LTE Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment;

(b) Owner shall pay all costs incurred by LA-RICS AUTHORITY for relocation of LA-RICS AUTHORITY's equipment from the LTE Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LTE Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY's use of the Alternate Site;

(c) Owner shall give LA-RICS AUTHORITY at least six (6) months written notice before requiring relocation; and

(d) LA-RICS AUTHORITY's use pursuant hereto will not be interrupted and LA-RICS AUTHORITY shall be allowed, if necessary, to place temporary equipment on the Real Property during the relocation.

12.02 LA-RICS AUTHORITY shall have the right to request relocation of the LA-RICS Facility or any portion thereof to an Alternate Site on the Real Property pursuant to LA-RICS AUTHORITY's obligations under the Spectrum Lease Agreement, provided that:

(a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LTE Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) in the City's sole and good faith determination, the City finds that use of the Alternate Site does not unreasonably interfere with the City's use of the Real Property;

(b) LA-RICS AUTHORITY shall pay all costs relating to relocation of LA-RICS AUTHORITY's equipment from the LTE Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LTE Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including the City of Vernon, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY's use of the Alternate Site;

(c) LA-RICS AUTHORITY shall give Owner at least six (6) months written notice of the requested relocation.

### 13. **ACCESS TO LTE SITE**

13.01 Owner hereby grants to the LA-RICS AUTHORITY, its member agencies, the LTE Vendor, the First Net Parties, and other agents a nonexclusive right



to use, at their sole risk, during the term and option period of this Agreement, the access which serves the LTE Site ("Access"). The LA-RICS AUTHORITY, on behalf of itself and its member agencies, the LTE Vendor, and the First Net Parties, acknowledge and accept the present condition of the Access on an "as is" basis. The LA-RICS AUTHORITY shall provide Owner with notice of all of its representatives or agents who are authorized to access the LTE Site pursuant to this Section.

13.02 LA-RICS AUTHORITY acknowledges and agrees that occasions may arise requiring the LA-RICS AUTHORITY to share in the cost of cleaning up of mud-slide debris and repairing the Access to its original accessible condition after a storm or heavy rainfall. LA-RICS AUTHORITY hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from Owner, and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to LA-RICS AUTHORITY by Owner upon at least thirty (30) days' notice. Notwithstanding the foregoing, the LA-RICS AUTHORITY's financial burden pursuant to this Section shall not exceed five thousand dollars (\$5,000) per incident.

14. **EMERGENCY ACCESS BY OWNER**

The Owner and its authorized agents may access the LTE Site at any time for the purpose of inspection and/or for making emergency improvements or repairs to the LTE Site or to interrupt or terminate LA-RICS AUTHORITY's transmission(s) from the LTE Site should LA-RICS AUTHORITY be unable or unwilling to respond to Owner's request to take immediate action to correct any deficiency which threatens Owner's operation on the LTE Site, provided that Owner shall endeavor to provide a 24-hour prior notice to LA-RICS AUTHORITY and shall access the LTE Site in the presence, if possible, of an LA-RICS AUTHORITY representative, if provided by LA-RICS AUTHORITY. Notwithstanding the foregoing, Owner shall not be required to provide notice to LA-RICS AUTHORITY prior to entering the LTE Site due to an emergency; provided, however, that under no circumstance shall the Owner access LA-RICS AUTHORITY's equipment cabinets. Owner shall use its best efforts to minimize any inconvenience or disturbance to LA-RICS AUTHORITY when entering the LTE Site. LA-RICS AUTHORITY shall reimburse Owner within thirty (30) days of receipt of Owner's written request for Owner's actual costs to correct any deficiency that is corrected by Owner pursuant to this Section.

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

15.01 **No Interference.** LA-RICS AUTHORITY shall not use the LTE Site in any way which causes radio frequency ("RF") interference in excess of levels permitted by the FCC, or otherwise interferes with the use of the Property by Owner or Owner's agents, invitees or other licensees or users who may occupy portions of the Real Property at the time this Agreement is entered into. LA-RICS AUTHORITY shall be responsible for electromagnetic compatibility of LA-RICS AUTHORITY's equipment with existing and future equipment at the Real Property.

**15.02 Interference With Public Safety Systems.** In the event of any interference with Owner's Police or Fire Department, CWIRS, Paramedic or LANet systems, or any future public safety-related systems, which is caused by LA-RICS AUTHORITY's equipment or operations, LA-RICS AUTHORITY shall be immediately notified by Owner of such interference. Following such notification, the parties will cooperatively discuss and reach agreement on how such interference will be resolved at LA-RICS AUTHORITY's sole cost. In no event shall LA-RICS AUTHORITY be able to continue such interference beyond the 7th day after issuance of the notice, unless expressly authorized by the City in writing.

**15.03 Interference With Non-Public Safety Systems.** In the event LA-RICS AUTHORITY's operations or equipment causes material interference with non-public safety-related systems of Owner or any other duly authorized occupant of the Real Property, written notice of such interference shall be provided to LA-RICS AUTHORITY. Following such notification, the parties will cooperatively discuss and reach agreement on how such interference will be resolved at LA-RICS AUTHORITY's sole cost. Any occupant of the Real Property, including the City, who currently has or in the future takes possession of the Real Property will be permitted to install only such radio equipment on the Real Property that is of the type and frequency which will not cause measurable harmful interference with the existing equipment of LA-RICS AUTHORITY. In no event shall LA-RICS AUTHORITY be able to continue such interference beyond the 30th day after issuance of the notice, unless expressly authorized by the City in writing.

**15.04 Interference During Emergency.** If any measurable interference caused by LA-RICS AUTHORITY's equipment with Owner's electronic equipment during an emergency incident occurs, the LA-RICS AUTHORITY will immediately cease operation, transmission or further use of LA-RICS AUTHORITY's equipment until such time as the emergency incident or interference has ended but LA-RICS AUTHORITY shall be permitted to power up its equipment for intermittent testing with notice.

**15.05 Compliance With Law.** LA-RICS AUTHORITY is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as applicable rules and/or regulations of any other federal or state agency (including without limitation the Occupational Safety and Health Administration ("OSHA") having jurisdiction over the installation, operation, maintenance and/or working conditions involving the LTE Site. LA-RICS AUTHORITY agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to its use of the LTE Site. LA-RICS AUTHORITY will immediately remedy its operations to comply with such applicable laws, rules and regulations as they apply to its operations, individually and in the aggregate, with all applicable FCC and other applicable governmental RF emissions standards, but shall only be liable for any violations of such applicable standards to the extent arising solely from LA-RICS AUTHORITY's use of the LTE Site alone and not in combination with others. Where LA-RICS AUTHORITY's use of the LTE Site, in

combination with others, exceed or violates such standards, LA-RICS AUTHORITY shall reasonably cooperate with Owner and with other relevant parties to mitigate such violations in a timely manner.

16. **UTILITIES**

LA-RICS AUTHORITY shall, at its sole cost and expense, cause the installation of any utility service line required by or for the conduct of the Permitted Activities, and shall be responsible for the payment of all utilities necessary for the operation of the LA-RICS Facility on the LTE Site. If such installation is not feasible, as determined by Owner, LA-RICS AUTHORITY acknowledges and agrees that LA-RICS AUTHORITY nonetheless shall be responsible for any all costs of utilities used by LA-RICS AUTHORITY, which costs will be invoiced by Owner and paid by LA-RICS AUTHORITY within thirty (30) days of its receipt of such invoice.

17. **HOLD HARMLESS AND INDEMNIFICATION**

LA-RICS AUTHORITY agrees to indemnify, defend, save and hold harmless Owner and its agents, elected and appointed officers, employees, and contractors from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with LA-RICS AUTHORITY's operations or its services hereunder, including, without limitation, any Workers' Compensation suit, liability, or expense, arising from or connected with any action relating to this Agreement, including services performed on behalf of LA-RICS AUTHORITY by any person pursuant to this Agreement including without limitation the LTE Vendor.

Owner agrees to indemnify, defend, save and hold harmless LA-RICS AUTHORITY and its member agencies, agents, elected and appointed officers, employees, and contractors from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage, to the extent caused by the negligence or willful misconduct of Owner and/or its agents, elected and appointed officers, employees, and contractors in connection with the performance of Owner's obligations hereunder.

18. **INSURANCE**

18.01 Without limiting LA-RICS AUTHORITY's obligations to Owner, LA-RICS AUTHORITY shall provide and maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the Owner's Risk Manager, and evidence of such programs satisfactory to the Owner Risk Manager, shall be delivered to the City's Risk Manager, Paul Kiehl, on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and

shall contain express conditions that Owner is to be given written notice at least thirty (30) days in advance of any modification or termination of any provisions of insurance and shall name the Owner as an additional insured (except for the Workers' Compensation Insurance). LA-RICS AUTHORITY may self-insure the insurance required under this Agreement, but LA-RICS AUTHORITY will require its contractors and subcontractors to provide commercial insurance as required in the Section, and any additional insurance required by LA-RICS AUTHORITY of its contractor(s) and/or subcontractor(s), shall name the Owner as an additional insured.

(a) General Liability. A program of insurance which shall be primary to and not contributing with any other insurance maintained by Owner, written on ISO policy form CG 00 01 or its equivalent, and endorsed to name the Owner as an additional insured, and shall include, but not be limited to:

(1) Comprehensive general liability insurance endorsed for Site-operations, products/completed operations, contractual, broad form property damage, and personal injury with a limit of not less than

|  |              |
|--|--------------|
| General Aggregate:                       | \$2 million  |
| Products/Completed Operations Aggregate: | \$2 million  |
| Personal and Advertising Injury:         | \$1 million  |
| Per occurrence                           | \$ 1 million |

(2) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in LA-RICS AUTHORITY's business operations.

(b) Workers Compensation. If applicable, a program of workers' compensation insurance in an amount and form to meet all applicable requirements of the labor code of the State of California, and which specifically covers all persons providing services on behalf of LA-RICS AUTHORITY and all risks to such persons under the Agreement.

|                          |             |
|--------------------------|-------------|
| Each Accident:           | \$1 million |
| Disease - policy limit:  | \$1 million |
| Disease - each employee: | \$1 million |

(c) Commercial Property Insurance. Such coverage shall:

- Provide coverage for Owner's property, and any improvements and betterments; This coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), including Ordinance or Law Coverage, flood, and Business Interruption equal to at least \$2,000,000;
- Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value whichever is less. Insurance proceeds shall be payable to the Owner and LA-RICS AUTHORITY as their interests may appear and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the Agreement.

(d) **Construction Insurance.** If major construction work is performed by LA-RICS AUTHORITY during the term of this Agreement (i.e. demolition of structures, construction of new structures, renovation or retrofit involving structures frame, foundation or supports, or more than 50% of building, etc.) then LA-RICS AUTHORITY or LA-RICS AUTHORITY's contractor shall provide the following insurance. Owner shall determine the coverage limits required on a project by project basis:

- **Builder's Risk Course of Construction Insurance.** Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30). This insurance shall be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants, and full collapse coverage during construction, without restricting collapse coverage to specified perils. Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, including Owner furnished materials and equipment, against loss or damage until completion and acceptance by the LA-RICS AUTHORITY and the Owner if required.
- **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, naming Owner as an additional insured, with limits of not less than the following:

|  |              |
|--|--------------|
| General Aggregate:                       | \$50 million |
| Products/Completed Operations Aggregate: | \$50 million |
| Personal and Advertising Injury:         | \$25 million |
| Each Occurrence:                         | \$25 million |

The Products/Completed Operations coverage shall continue to be maintained in the amount indicated above for at least two (2) years from the date the Project is completed and accepted by the LA-RICS AUTHORITY and the Owner if required.

- **Automobile Liability.** such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$5 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. such insurance shall cover liability arising out of LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor use of autos pursuant to this lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- **Professional Liability.** Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the LA-RICS AUTHORITY's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$5 million per claim and \$10 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.
- **Workers Compensation and Employers' Liability Insurance** or qualified self-insurance satisfying statutory requirements. Such coverage shall provide Employers' Liability coverage with limits of not less than \$1 million per accident. Such policy shall be endorsed to waive subrogation against the Owner for injury to the LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor employees. If the LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor employees will be engaged in maritime employment, the coverage shall provide the benefits required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act or any other federal law to which the LA-RICS AUTHORITY is subject. If LA-RICS AUTHORITY or LA-RICS AUTHORITY's contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the Owner as the Alternate Employer, and the endorsement form shall be modified to provide that Owner will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

18.02 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to Owner with an A.M. Best rating of not less than A:VII, unless otherwise approved by Owner.

18.03 Failure to Maintain Coverage. Failure by LA-RICS AUTHORITY to maintain the required insurance, or to provide evidence of insurance coverage acceptable to Owner, shall constitute a material breach of this Agreement.

18.04 Notification of Incidents. Claims or Suits. LA-RICS AUTHORITY shall report to Owner any accident or incident relating to activities performed under this Agreement which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against LA-RICS AUTHORITY and/or Owner. Such report shall be made in writing within 72 hours of LA-RICS AUTHORITY's knowledge of such occurrence.

18.05 Compensation for Owner Costs. In the event that LA-RICS AUTHORITY fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to Owner, LA-RICS AUTHORITY shall pay full compensation for all reasonable costs incurred by Owner.

## 19. **FAILURE TO PROCURE INSURANCE**

19.01 Failure on the part of LA-RICS AUTHORITY to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which Owner may immediately terminate this Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by Owner shall be repaid by LA-RICS AUTHORITY to Owner upon demand.

19.02 Use of the LTE Site shall not commence until LA-RICS AUTHORITY has complied with the aforementioned insurance requirements, and shall be suspended during any period that LA-RICS AUTHORITY fails to maintain said insurance policies in full force and effect.

## 20. **TAXES**

20.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the LTE Site created by this Agreement may be subject to property taxation if created. The party in whom the property interest is vested may be subject to the payment of the property taxes levied on the interest. For example, if possessory interest taxes must be paid in relation to the LTE site, then LA-RICS AUTHORITY shall pay such taxes.

20.02 LA-RICS AUTHORITY shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, Owner, City, or any other tax or assessment-levying body upon the LTE Site arising from LA-RICS AUTHORITY's use of the LTE Site.

20.03 If LA-RICS AUTHORITY fails to pay any lawful taxes or assessments upon the LTE Site which LA-RICS AUTHORITY is obligated to pay, LA-RICS AUTHORITY will be in default of the Agreement.

20.04 Owner reserves the right to pay any such tax, assessment, fees or charges, and all monies so paid by Owner shall be repaid by LA-RICS AUTHORITY to Owner upon demand. LA-RICS AUTHORITY and Owner agree that this is not a lease and no real estate interest is being conveyed herein.

21. **NOTICES**

Notices desired or required to be given pursuant to this Agreement or by any law now in effect shall be given by enclosing the same in a sealed envelope, Certified Mail - Return Receipt Requested, addressed to the party for whom intended and depositing such envelope, with postage prepaid, in the U.S. Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same, shall be addressed to LA-RICS AUTHORITY as follows:

LA-RICS AUTHORITY  
2525 Corporate Place, Second Floor

Monterey Park, California 91754

ATTN: Executive Director

or such other place as may hereinafter be designated in writing by LA-RICS AUTHORITY. 24-hour emergency contact information for LA-RICS is as follows:

CONSTRUCTION PERIOD: Patrick J. Mallon, (626) 969-6163

NETWORK OPERATIONS CENTER (Post-Construction):  
Lieutenant Mark Wilkins, (323) 351-6507

The notices and the certificate of insurance and envelopes containing the same to the Owner shall be addressed as follows:

City of Vernon  
ATTN: Daniel Calleros, Chief of Police  
4305 Santa Fe Ave  
Vernon, CA 90058

24-hour emergency contact information for OWNER is as follows (Post-Construction):  
Vernon Police Dispatch Center: (323) 587-5171

or such other place as may hereinafter be designated in writing by Owner.



Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Notices may also be provided by electronic mail or facsimile transmission, provided that such notices are followed up with a copy sent via US Mail.

22. **LA-RICS FACILITY REMOVAL**

22.01 LA-RICS AUTHORITY shall remove all of its LA-RICS Facility and personal and improvements from the LTE Site and the Real Property and restore the LTE Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, on or before the expiration of this Agreement, unless this Agreement is otherwise terminated or cancelled prior to the expiration date provided herein, in which case LA-RICS AUTHORITY shall remove from the LTE Site and the Real Property all of its LA-RICS Facility and personal property and improvements and restore the LTE Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, within ninety (90) days of the cancellation. If weather conditions or lack of access to the LTE Site render the timely removal of LA-RICS AUTHORITY's property impossible, then LA-RICS AUTHORITY shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

22.02 If LA-RICS AUTHORITY does not timely remove all of its LA-RICS Facility, personal property and improvements from the LTE Site and the Real Property within the time provided in this section, Owner may, but shall not be required to, remove the LA-RICS Facility and all personal property and improvements at LA-RICS AUTHORITY's expense. LA-RICS AUTHORITY shall reimburse Owner within thirty (30) days of receipt of an itemized accounting of the cost for such removal of personal property and improvements. Owner shall incur no liability for any damage to the LA-RICS Facility during removal or storage.

23. **INDEPENDENT STATUS**

This Agreement is by and between Owner and LA-RICS AUTHORITY and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between Owner and LA-RICS AUTHORITY. LA-RICS AUTHORITY understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation with respect to services performed on behalf of LA-RICS AUTHORITY pursuant to this Agreement.

24. **AMENDMENT**

Any modification of any of the terms and conditions hereof shall require a written amendment signed by an authorized agent of the LA-RICS AUTHORITY and an authorized agent of Owner.

25. **ASSIGNMENT**

25.01 This Agreement may not be sold, assigned or transferred by LA-RICS AUTHORITY without the approval or consent of the Owner, which consent may not be unreasonably withheld or conditioned.

25.02 To effect an assignment or transfer pursuant to this Section 25 (Assignment), LA-RICS AUTHORITY shall first deliver to the Owner:

- (i) A written request for approval;
- (ii) The name, address, and most recent financial statements of the proposed transferee, assignee or sublicensee;
- (iii) Proposed unredacted instrument of transfer or assignment or any or all of its rights hereunder; and
- (iv) Any other information reasonably requested by the Owner.

25.03 Owner shall approve or disapprove a proposed transfer, assignment or sublicense within sixty (60) days after LA-RICS AUTHORITY delivers all such items to the Owner. Owner's failure to respond to any request pursuant to this Section shall be deemed disapproval of said request.

25.04 In the case of an assignment of this Agreement, the proposed instrument shall include a written assumption by the assignee of all obligations of LA-RICS AUTHORITY under the Agreement arising thereafter and assignee shall be liable to perform the full obligations of the LA-RICS AUTHORITY under this Agreement and as a condition to the completion of such transfer must cure, remedy, or correct any event of default existing at the time of such transfer in a manner satisfactory to the Owner.

25.05 In the case of a sublicense, the proposed instrument shall specifically include a provision that the sublicensee shall comply with and be subject to all of the terms covenants, and conditions of this Agreement.

25.06 Owner shall have the right to lease or license the use of space on LA-RICS Authority's telecommunications pole to third party(ies), if such telecommunications pole is capable of housing such third party(ies), based on terms mutually agreeable to the LA-RICS Authority, which approval shall not be unreasonably withheld. Owner shall submit any such proposed lease or license to the LA-RICS Authority for review and approval prior to entering into such lease or license. Such proposed instrument shall

specifically include: (a) a provision that the lease or license shall comply with and be subject to all of the terms covenants, and conditions of this Agreement, and (b) a requirement that any third party use of LA-RICS Authority's telecommunications pole shall not interfere with LA-RICS Authority's use of the LA-RICS Facility or its operations. The parties agree that any revenues generated by such third party leases or licenses by Owner shall be retained by Owner, except for an amount to be agreed upon between Owner and LA-RICS AUTHORITY, which sum is intended to offset actual costs incurred LA-RICS AUTHORITY for its operational, administrative and other costs associated with third party use of the LA-RICS Authority's telecommunications pole, such costs not to exceed 15% of revenues received by Owner.

#### 26. **SUBORDINATION AND NON-DISTURBANCE**

Owner shall obtain, not later than 15 days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagees, ground lessors and master lessors, if any, of the Real Property. At Owner's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "Mortgage") by Owner which from time to time may encumber all or part of the Real Property; provided, however, as a condition precedent to LA-RICS AUTHORITY being required to subordinate its interest in this Agreement to any future Mortgage covering the Real Property, Owner shall obtain for LA-RICS AUTHORITY's benefit a non-disturbance and attornment agreement in a form reasonably satisfactory to LA-RICS AUTHORITY and containing at a minimum the terms set forth hereinbelow ("Non-Disturbance Agreement"), and shall recognize LA-RICS AUTHORITY's right to remain in occupancy of and have access to the LTE Site as long as LA-RICS AUTHORITY is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchase of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Real Property, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, (b) fulfill Owner's obligations under this Agreement, and (c) promptly cure all of the then-existing Owner defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LA-RICS AUTHORITY will execute an agreement for the Lender's benefit in which LA-RICS AUTHORITY: (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of the Lender, (ii) agrees to attorn to Lender if Lender becomes the owner of the Real Property, and (iii) agrees to accept a cure by Lender of any of Owner's defaults, provided such cure is completed within the deadline applicable to Owner.

#### 27. **CONDEMNATION**

In the event of any condemnation of the Real Property (or any portion thereof), LA-RICS AUTHORITY may terminate this Agreement upon written notice to Owner if

such condemnation may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at the LTE Site for more than forty-five (45) days. LA-RICS AUTHORITY may on its own behalf make a claim in any condemnation proceeding involving the LTE Site for losses related to the equipment comprising the applicable LA-RICS Facility, its relocation costs and its damages and losses (but not for the loss of its interest, if any, under this Agreement). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and Owner and LA-RICS AUTHORITY shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other, if any, under this Agreement.

## 28. **DEFAULT**

Except as otherwise provided in this Agreement, in the event of a default hereunder by LA-RICS AUTHORITY, Owner shall provide written notice thereof to LA-RICS AUTHORITY. LA-RICS AUTHORITY shall have sixty (60) days from the date of said notice in which to cure the default, but shall act promptly to remedy the default as soon as reasonably practicable. LA-RICS AUTHORITY shall have such extended period beyond sixty (60) days as may be required if the nature of the cure is such that it reasonably requires more than sixty (60) days and LA-RICS AUTHORITY has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. Owner may not maintain any action or effect any remedies for default against LA-RICS AUTHORITY unless and until LA-RICS AUTHORITY has failed to cure a default within the time periods set forth in this section. In the event that LA-RICS AUTHORITY fails to cure a default within sixty (60) days or as otherwise provided in this section, Owner may: (a) cure the default and invoice LA-RICS AUTHORITY for all costs reasonably incurred in effecting such cure, or (b) terminate this Agreement upon written notice to LA-RICS AUTHORITY, in which case LA-RICS AUTHORITY shall remove all improvements as provided in Section 22 of this Agreement. In the event LA-RICS AUTHORITY fails to remove all such improvements upon default, Owner may do so in accordance with Section 22 of this Agreement. In the event of a default hereunder by Owner, LA-RICS AUTHORITY shall provide written notice thereof to Owner. Owner shall have sixty (60) days from the date of said notice in which to cure the default, but shall act promptly to remedy the default as soon as reasonably practicable. Owner shall have such extended period beyond sixty (60) days as may be required if the nature of the cure is such that it reasonably requires more than sixty (60) days and Owner has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. LA-RICS AUTHORITY may not maintain any action or effect any remedies for default against Owner unless and until Owner has failed to cure a default within the time periods set forth in this section. In the event that Owner fails to cure a default within sixty (60) days or as otherwise provided in this section, LA-RICS AUTHORITY may: (a) cure the default and invoice Owner for all costs reasonably incurred by LA-RICS AUTHORITY in effecting such cure, or (b) terminate this Agreement upon written notice to Owner.

29. **WAIVER**

29.01 Any waiver by either party of the breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping either party from enforcing the full provisions thereof.

29.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this Agreement shall be cumulative.

30. **HAZARDOUS MATERIALS**

The parties hereto hereby warrant and represent that they shall comply with all applicable Federal, State, and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the LTE Site and the Real Property. For purposes of this Agreement, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances, as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the Real Property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8., as it may be amended from time to time.

The parties each agree to indemnify and defend the other and its agents, officers, employees, and contractors against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) to the extent arising from the indemnifying party's breach of any warranty or agreement contained in this Section.

31. **DAMAGE OR DESTRUCTION**

Either party shall have the right to terminate this Agreement with respect to all or any portion of the LTE Site in the event of one of the following: (a) the applicable Real Property or the LTE Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that repairs cannot reasonably be expected to be completed within forty-five (45) days following said damage (or Owner in its sole discretion elects not to make such repair); or (b) the applicable Real Property or LTE Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that such damage may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at such LTE Site for more than forty-five (45) days. Notwithstanding the foregoing, in the event of any of the damage

described in this Section, LA-RICS AUTHORITY shall have the right to elect to perform or cause to be performed any of the required repairs to the applicable Real Property or LTE Site should Owner elect not to undertake such repairs. Any notice of termination provided pursuant to this Section shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement, if any.

Should any matter or condition beyond the control of the parties, such as war, public emergency, calamity, fire, earthquake, flood or act of God prevent performance of this Agreement by either party, such party shall be relieved of the performance of such obligations during the time period of the event.

LA-RICS AUTHORITY shall be solely responsible for any damage or loss to LA-RICS AUTHORITY's equipment resulting from theft or vandalism or resulting from any other cause, except to the extent caused by Owner's acts or omissions.

32. **AUTHORIZATION WARRANTY**

The parties hereto represent and warrant that the person executing this Agreement for each of them is an authorized agent who has actual authority to bind such party to each and every term, condition, and obligation of this Agreement and that all requirements of such party have been fulfilled to provide such authority.

33. **INDEPENDENT CONTRACTOR STATUS**

This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between Owner and LA-RICS AUTHORITY. LA-RICS AUTHORITY shall bear the sole responsibility and liability for furnishing Worker's Compensation benefits to any person for injuries from or connected with services performed on behalf of LA-RICS AUTHORITY pursuant to this Agreement as required by law. The foregoing indemnification does not apply to liability caused by the negligence of the Owner.

34. **GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with the internal laws of the State of California. The parties agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

35. **COMPLIANCE WITH APPLICABLE LAW**

In the performance of this Agreement, each party and anyone acting on such party's behalf pursuant to this Agreement shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures (including without limitation the rules and regulations of the FCC, the

Federal Aviation Administration ("FAA"), and OSHA, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

**36. COMPLIANCE WITH CIVIL RIGHTS LAWS, NONDISCRIMINATION AND AFFIRMATIVE ACTION**

36.01 LA-RICS AUTHORITY hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition or physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program or activity supported by this Agreement.

36.02 LA-RICS AUTHORITY certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

36.03 LA-RICS AUTHORITY certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

36.04 If the Owner finds that any of the above provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement upon which the Owner may terminate, or suspend this Agreement.

36.05 While the Owner reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission, the Federal Equal Employment Opportunity Commission that LA-RICS AUTHORITY has violated Federal or State anti discrimination laws or regulations shall constitute a finding by Owner that LA-RICS AUTHORITY has violated the anti-discrimination provisions of this Agreement.

36.06 In the event LA-RICS AUTHORITY violates the antidiscrimination provisions of the Agreement, the parties agree that it is difficult to ascertain the amount of liquidated damages, and hereby agree that the Owner shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS (\$500.00) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

37. **NON EXCLUSIVITY**

Nothing herein is intended or shall be construed as creating any exclusive arrangement with LA-RICS AUTHORITY. This Agreement shall not restrict the Owner from acquiring similar, equal or like goods and/or services from other entities or sources.

38. **NOTICE OF EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

LA-RICS AUTHORITY shall notify its employees, and shall require each Contractor and Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

39. **PUBLIC RECORDS ACT**

39.01 Any documents submitted by Owner and/or the LA-RICS AUTHORITY or its agents including without limitation the LTE Vendor and all information obtained in connection with the Owner's right to inspect the LTE Site or any other rights provided by this Agreement may become a matter of public record unless exempted as provided by California Government Code Section 6250 et seq. ("Public Records Act"). Neither party shall be in any way liable or responsible for the disclosure of any such records including, without limitation, those marked "proprietary" or "confidential", if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

39.02 In the event the Owner is required to defend an action on a Public Records Act request as requested by LA-RICS AUTHORITY for any records generated as a result of this Agreement, LA-RICS AUTHORITY agrees to refund and indemnify the Owner from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after LA-RICS AUTHORITY's receipt of Owner's invoice.

39.03 In the event the LA\_RICS AUTHORITY is required to defend an action on a Public Records Act request as requested by the Owner for any of records generated as a result of this Agreement, Owner agrees to refund and indemnify the LA-RICS AUTHORITY from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after Owner's receipt of LA-RICS AUTHORITY's invoice.

40. **OTHER TERMS AND CONDITIONS**

40.01 Advertising Materials and Signs. Except for warning signs required by law, LA-RICS AUTHORITY shall not post signs upon the LTE Site or improvements thereon, or distribute or cause to be distributed any advertising materials unless prior approval therefor is obtained from the Owner.



40.02 Habitation. The LTE Site shall not be used for human habitation.

40.03 Illegal Activities. LA-RICS AUTHORITY shall not knowingly permit any illegal activities to be conducted upon the LTE Site.

40.04 Safety. LA-RICS AUTHORITY shall immediately correct any unsafe condition on the LTE Site, as well as any unsafe practices occurring thereon, to the extent such unsafe condition or practice occurs as a result of LA-RICS AUTHORITY's use of the LTE Site. LA-RICS AUTHORITY shall cooperate fully with Owner in the investigation of any accidental injury or death occurring on the LTE Site, including a prompt report thereof to the Owner. LA-RICS AUTHORITY shall cooperate and comply fully with Owner, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all LA-RICS AUTHORITY's structures and enclosures. LA-RICS AUTHORITY, at its expense, may use any and all appropriate means of restricting public access to the LTE Site.

40.05 Sanitation. No offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health in violation of the law, shall be permitted or remain on the LTE Site and within a distance of fifty (50) feet thereof, and LA-RICS AUTHORITY and Owner shall prevent any accumulation thereof from occurring.

40.06 Security Devices. LA-RICS AUTHORITY, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the LTE Site from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the Owner. Owner shall be responsible for securing the Real Property.

41. **ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE**

LA-RICS AUTHORITY hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges its ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this Agreement.

42. **LA-RICS AUTHORITY'S STAFF AND EMPLOYMENT PRACTICES**

42.01 LA-RICS AUTHORITY shall designate one member of its staff as an Operations Manager with whom the Owner may deal with on a daily basis. Any person selected by LA-RICS AUTHORITY as an Operations Manager shall be fully acquainted with LA-RICS AUTHORITY's operation, familiar with the terms and the conditions prescribed therefore by this Agreement, and authorized to act in the day-to-day operation thereof.

42.02 LA-RICS AUTHORITY shall establish an identification system for each of its personnel assigned to service the LTE Site that clearly indicates the name of the person. The identification system shall be furnished at LA-RICS AUTHORITY expense and may include appropriate uniform attire and name badges as routinely maintained by LA-RICS AUTHORITY.

43. **SUCCESSORS AND ASSIGNS**

Subject to any provision hereof restricting assignment or subletting by LA-RICS AUTHORITY, this Agreement shall bind the parties, their personal representatives, successors and assigns.

44. **SEVERABILITY**

The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

45. **INTERPRETATION**

Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

46. **ENTIRE AGREEMENT**

This Agreement (and the attached exhibits) contains the entire agreement between the parties hereto with respect to the matters set forth herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Owner and LA-RICS AUTHORITY.

**IN WITNESS WHEREOF**, the LA-RICS AUTHORITY has executed this Agreement or caused it to be duly executed and Owner has caused this Agreement to be executed on the day, month and year first above written.

THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

CITY OF VERNON, a California  
charter city and municipal corporation

A California Joint Powers Authority

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

MARK J. SALADINO  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_

DRAFT / CONFIDENTIAL

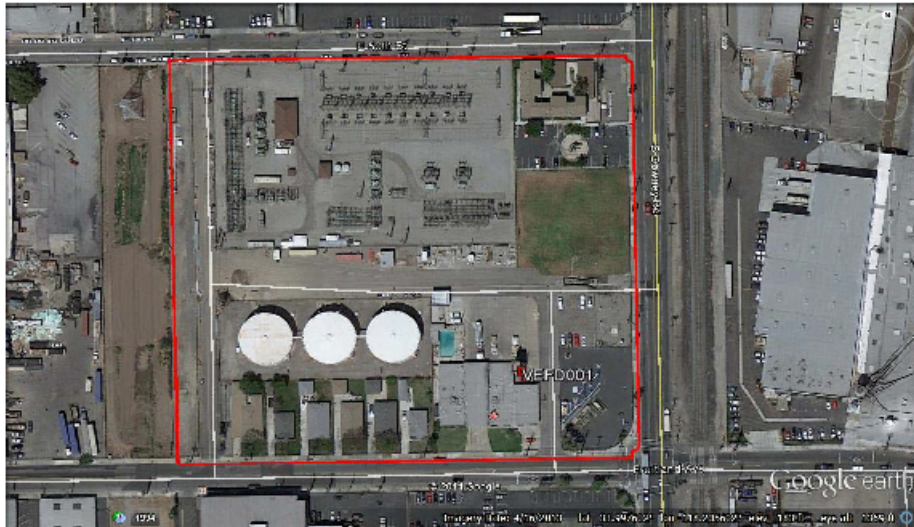
# EXHIBIT A

## SITE LIST

### PAGE 1 OF 2

**EXHIBIT A**  
City of Vernon - PSBN

| Site ID | Facility Name | Organization             | Address Line       | City   | State | Zip Code | Parcel Owner   |
|---------|---------------|--------------------------|--------------------|--------|-------|----------|----------------|
| VEFD001 | FS 1          | City of Vernon Fire Dept | 3375 Fruitland Ave | Vernon | CA    | 90058    | City of Vernon |



DK

# EXHIBIT A

## SITE LIST

### PAGE 2 OF 2

**EXHIBIT A**  
City of Vernon - PSBN

| Site ID | Facility Name | Organization             | Address Line     | City   | State | Zip Code | Parcel Owner   |
|---------|---------------|--------------------------|------------------|--------|-------|----------|----------------|
| VEFD003 | FS 3          | City of Vernon Fire Dept | 2800 Soto Street | Vernon | CA    | 90058    | City of Vernon |



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# **EXHIBIT B**

## **EQUIPMENT LIST**

**Page 1 of 2**

**Equipment List**  
**City of Vernon Fire Dept - VEFD001**

- Monopole Tower
- Tower Light Kits (where required by FAA)
- Antenna Support Hardware
- LTE Antennas and line
- Microwave Dishes
- Generator & Fuel
- Automatic Transfer Switch
- Electrical H-Frame
- Equipment Pad
- RBS Radio Cabinet (at all LTE sites)
- BBS Radio Battery Cabinet (at all LTE sites)
- TMR Microwave Cabinet (at sites with microwave)
- BBS Microwave Battery Cabinet (at sites with more than 6 microwave radios)
- MPLS Site Router (at all LTE sites)
- Fiber Network Interface Device (at Fiber Sites)

# **EXHIBIT B**

## **EQUIPMENT LIST**

**Page 2 of 2**

**EXHIBIT B**  
**Equipment List**  
**City of Vernon Fire Dept - VEFD003**

- Monopole Tower
- Tower Light Kits (where required by FAA)
- Antenna Support Hardware
- LTE Antennas and line
- Microwave Dishes
- Generator & Fuel
- Automatic Transfer Switch
- Electrical H-Frame
- Equipment Pad
- RBS Radio Cabinet (at all LTE sites)
- BBS Radio Battery Cabinet (at all LTE sites)
- TMR Microwave Cabinet (at sites with microwave)
- BBS Microwave Battery Cabinet (at sites with more than 6 microwave radios)
- MPLS Site Router (at all LTE sites)
- Fiber Network Interface Device (at Fiber Sites)

**EXHIBIT C**

**SITE PLANS**

**VEFD001**

**Page 1 of 2**

**[To be incorporated by reference]**

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**EXHIBIT C  
SITE PLANS  
VEFD003**

**Page 2 of 2**

**[To be incorporated by reference]**

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## PSBN SITES

### LA County, Select City Owned Sites,

| Site ID                      | Facility Name               | Organization                      | Address Line            | City                | State | Zip Code |
|------------------------------|-----------------------------|-----------------------------------|-------------------------|---------------------|-------|----------|
| <b>City of Arcadia</b>       |                             |                                   |                         |                     |       |          |
| ARCPD01                      | Arcadia PD                  | City of Arcadia Police Dept       | 250 W Huntington Dr     | Arcadia             | CA    | 91007    |
| <b>City of Azusa</b>         |                             |                                   |                         |                     |       |          |
| AZPD001                      | Azusa PD                    | City of Azusa Police Dept         | 725 N Alameda Ave       | Azusa               | CA    | 91702    |
| <b>City of Burbank</b>       |                             |                                   |                         |                     |       |          |
| BURPD01                      | Burbank PD                  | City of Burbank Police Dept       | 200 North 3rd Street    | Burbank             | CA    | 91502    |
| <b>City of Claremont</b>     |                             |                                   |                         |                     |       |          |
| CLM                          | Claremont Microwave Tower   | City of Claremont Police Dept     | 1616 Monte Vista        | Claremont           | CA    | 91711    |
| <b>City of Covina</b>        |                             |                                   |                         |                     |       |          |
| LACF153                      | FS153                       | LA County Fire Dept               | 1577 E Cypress Street   | Covina              | CA    | 91723    |
| LACF154                      | FS 154                      | LA County Fire Dept               | 401 N Second Avenue     | Covina              | CA    | 91723    |
| <b>City of La Habra</b>      |                             |                                   |                         |                     |       |          |
| LACF192                      | FS 192                      | LA County Fire Dept               | 520 S. Harbor Blvd.     | La Habra            | CA    | 90631    |
| LACF194                      | FS 194                      | LA County Fire Dept               | 13540 S. Beach Blvd.    | La Mirada           | CA    | 90638    |
| <b>City of Monterey Park</b> |                             |                                   |                         |                     |       |          |
| MNTPKPD                      | Monterey Park PD            | City of Monterey Park Police Dept | 320 W Newmark Ave       | Monterey Park       | CA    | 91754    |
| <b>City of Vernon</b>        |                             |                                   |                         |                     |       |          |
| VEFD001                      | FS 1                        | City of Vernon Fire Dept          | 3375 Fruitland Ave      | Vernon              | CA    | 90058    |
| VEFD003                      | FS 3                        | City of Vernon Fire Dept          | 2800 Soto Street        | Vernon              | CA    | 90058    |
| <b>LA County</b>             |                             |                                   |                         |                     |       |          |
| ONK                          | Oat Mountain Nike           | LA County                         | N 34.3260° W118.5867°   | Chatsworth          | CA    | 91311    |
| RHT                          | Rolling Hills Transmit      | LA County                         | 5741 W Crestridge Rd    | Rancho Palos Verdes | CA    | 90275    |
| SDW                          | San Dimas                   | LA County                         | 310 Via Blanca          | San Dimas           | CA    | 91773    |
| VPC                          | Verdugo Peak                | City of Los Angeles               | Verdugo Mountain Way    | Glendale            | CA    | 91208    |
| PWT                          | Phillips Water Tank         | 0                                 | 30301 Sea View Dr.      | Malibu              | CA    | 90265    |
| PSO29                        | Malibu Pump Station 29      | 0                                 | 23900 Pacific Coast Hwy | Malibu              | CA    | 90265    |
| NCWT                         | Nicholas Canyon Water Tower | 0                                 | 34065 Pacific Coast Hwy | Malibu              | CA    | 90265    |
| LACF101                      | FS 101                      | LA County Fire Dept               | 606 W. Bonita Ave       | Claremont           | CA    | 91711    |
| LAN                          | Lancaster                   | LA County Sheriff's Dept          | 501 W Lancaster         | Lancaster           | CA    | 93534    |



# LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 200  
Monterey Park, California 91754  
(323) 881-8291

PATRICK J. MALLON  
EXECUTIVE DIRECTOR

November 6, 2014

Board of Directors  
Los Angeles Regional Interoperable Communications System Authority (the "Authority")

Dear Directors:

**APPROVE AMENDMENT NO. NINE FOR AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM – LAND MOBILE RADIO SYSTEM; APPROVE AMENDING THE FISCAL YEAR 2014-2015 OPERATING BUDGET TO INCREASE THE GRANT FUNDED EXPENDITURES LINE ITEM TO \$41,726,000**

## SUBJECT

Board approval is requested to authorize the Executive Director to execute an amendment to Agreement No. LA-RICS 007 Los Angeles Regional Interoperable Communication System ("LA-RICS ") – Land Mobile Radio System ("LMR System"), to revise the Agreement to reflect (a) the removal of one (1) LMR System Site; (b) the inclusion of Phase 1 Project Description Work for 26 potential replacement sites for the LMR System that have yet to be investigated; (c) allow the Authority to exercise the Unilateral Options for all Work at 26 LMR sites currently contemplated in the Design pertaining to Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation); (d) amend the Fiscal Year 2014-2015 Operating Budget to increase the Grant Funded Expenditures line item to \$41,726,000; and (e) delegate Authority to the Executive Director to execute Amendment No. 9 substantially similar in form to the attached Amendment.

## RECOMMENDED ACTIONS

It is recommended that your Board:

1. Make the following findings:
  - a. Find that authorizing the activities covered by the Unilateral Options for Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), and Phase 4 (LMR System Implementation), and execution of Amendment 9, which would allow design, construction, implementation, operation, and maintenance of LMR System infrastructure at the 26 LMR System Sites currently contemplated in the Design and set forth in the attached Amendment, including all Work included in the Agreement No. LA-RICS 007, as well as any amendments and Notices to Proceed as referenced herein and in the Agreement, are statutorily exempt from review under California Environmental Quality Act (CEQA) pursuant to Public

**AGENDA ITEM 11**

Resources Code Section 21080.25 for the reasons stated in this letter and as noted in the record of the project.

- b. Find that any leased circuit work that may occur outside of a LMR System Site, if needed, to provide connectivity to the LMR System site, is categorically exempt under CEQA pursuant to CEQA Guidelines Sections 15301, 15303, and 15304 for the reasons stated in this letter and as noted in the record of the project.
2. Approve Amendment No. 9 to Agreement No. LA-RICS 007 for a Land Mobile Radio System with Motorola Solutions, Inc. ("Motorola") (Attachment A), which revises the Agreement as follows:
    - a. Removal of one (1) LMR System Site and all the Work and equipment associated with this site.
    - b. Include Phase 1 Project Description Work only for 26 potential replacement LMR System Sites.
    - c. For the 26 LMR System Sites currently contemplated in the Design and set forth in the attached Amendment only, 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) increasing the total Contract Sum to \$71,935,671.
    - d. Allow for the issuance of one or more Notices to Proceed for: (1) the Work contemplated in Amendment No. 9; (2) Phase 3 (Supply LMR System Components) and Phase 4 (LMR System Implementation) Work to order equipment, install, optimize, test, commission, and deploy LMR System facilities at the 26 LMR System Sites currently contemplated in the Design set forth in the attached Amendment; and (3) for Phase 2 (Site Construction and Site Modification) Work, but only after receipt of the required Federal approvals for the sites for which the Notice to Proceed are being issued, including approvals associated with the National Environmental Policy Act (NEPA) and Section 106 of the National Historic Preservation Act.
  3. Amend the Fiscal Year 2014-2015 Operating Budget to increase the Grant Funded Expenditures line item by \$18,264,000, thus increasing the total from \$23,462,000 to \$41,726,00 (Attachment B), to allow the Authority to pay for work contemplated under Recommended Actions 2b, 2c and 2d.
  4. Delegate authority to the Executive Director to execute Amendment No. 9, in substantially similar form to the attached Amendment.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will authorize the Executive Director, on behalf of the Authority, to amend the Agreement with Motorola. One of the revisions contemplated in the

amendment is to remove one (1) LMR System Site (Redondo Beach Police Department) in its entirety as the City of Redondo Beach conveyed to the Authority that this site should be removed from further consideration as an LMR System Site. At this time, the Authority has not identified a viable replacement site to supplement coverage in this area. The removal of this site would result in a cost savings of \$646,001.

As the Authority is well into the system design phase for the LMR System, it has become necessary to assess the feasibility and constructability of LMR System Sites currently contemplated in the Design and identify potential replacement sites as needed. The Authority, working in concert with the Jacobs Project Management team and Motorola, has identified 26 potential replacement sites. However, a final determination as to the suitability of these replacement sites cannot be made until such time as Project Descriptions are prepared and analyzed for constructability and coverage. Upon confirmation of the suitability of replacement sites based on the project descriptions, the Authority will return to your Board for approval to replace LMR System Sites accordingly.

The cost of developing project descriptions for these potential replacement sites is \$303,524. However, the cost is offset by the decrease in cost due to the removal of the one (1) LMR System Site as mentioned above. The remaining balance of the cost savings for the removed site (\$342,477) would be used to offset future replacement site costs. Therefore, this Work does not increase the Maximum Contract Sum previously approved by your Board.

With respect to the exercising of Unilateral Options for Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), and Phase 4 (LMR System Implementation) for the 26 LMR System Sites identified in Attachment A, the Authority has determined these sites to be statutorily exempt from review under CEQA. As such, we are seeking approval to proceed with Phases 2-4 activities for these 26 CEQA-exempt LMR System Sites.

Building out these 26 LMR System Sites will allow for over \$31 million dollars in UASI grant funds to be used before they expire. LA-RICS received grant extensions through June 2015 for the FY 2011 and FY 2012 UASI grants, with the indication subsequent extensions were unlikely. If these funds are not spent, they will be lost. The extensions provide LA-RICS with nine (9) months to spend both the FY 2011 and FY 2012 UASI grant funds, totaling over \$36 million dollars. The most beneficial use of these expiring grant funds is to allow for the construction and improvement of LMR communications towers and facilities, as well as the purchase and installation of LMR equipment at these LMR System Sites, so as to improve coverage for first responders in the immediate areas where the LMR System Sites are located. Construction and implementation of LMR facilities at the 26 LMR System Sites identified in Attachment A would (1) provide significant improvements to the infrastructure of the region's current public safety telecommunications system and (2) provide increased coverage.

With respect to (1), construction and implementation of LMR facilities at the 26 LMR System Sites will greatly improve the regions' public safety telecommunications infrastructure. Many of the shelters and towers of the region's current infrastructure are aged and do not meet the technical or operational needs of the agencies that utilize them. Many of the sites currently utilized for the existing systems do not meet the more stringent performance and survivability requirements in current industry standards and codes necessary to support today's public safety and emergency response operations. Others simply do not possess room to add equipment,

and in many cases the towers do not have the structural capacity and cannot be retrofitted cost effectively (and without impacting existing operations) to support additional antennas, nor do they have sufficient space to maintain adequate separations between the existing and new antennas to avoid physical and electromagnetic interferences.

Each of the 26 LMR System Sites would be utilized to create more space for telecommunications equipment, relieve overcrowding, or serve as a replacement for existing aging infrastructure. Each of these improvements would have independent utility for the agencies that presently have deployed systems at the location. The agencies would be able to add, replace or relocate existing equipment onto the new tower in order to provide the physical separation (vertical and horizontal) that many of these systems require. This would lessen the amount of interference each system inflicts upon the others on the same tower.

With respect to (2), construction of each of the 26 LMR System Sites would allow for greater frequency flexibility and would increase coverage, especially in those areas where there is no current or very limited LMR coverage. Public safety agencies throughout the County have systems that perform at different levels, with a limited number of sites available to provide the coverage needed for all of the required response areas for agencies throughout the County. The addition of new LMR infrastructure at these 26 LMR System Site locations throughout the County will provide public safety the opportunity to increase their coverage footprint for their responders. With increased coverage, LA-RICS and member agencies could use the system for testing, running coverage maps, broadcasting, and as appropriate, in their day to day operations.

These benefits would exist whether additional LMR System facilities are ever constructed. The LMR facilities proposed for the sites identified in the attached Amendment can function independently of any future LMR System facilities that may be approved and constructed.

### **FISCAL IMPACT/FINANCING**

The activities contemplated in Amendment No. 9 shall be fully reimbursed by Urban Areas Security Initiative (UASI) grants.

### **ENVIRONMENTAL DOCUMENTATION**

#### **CEQA**

Public Resources Code section 21080.25, the statutory CEQA exemption adopted specifically for LA-RICS, exempts certain elements of LA-RICS LMR System from CEQA review so long as they meet certain criteria set forth in the exemption. Authorizing the Unilateral Options for Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), and Phase 4 (LMR System Implementation) would allow design, construction, implementation, operation, and maintenance of LMR infrastructure at the 26 LMR System Sites set forth in the attached Amendment, including all Work included in Agreement No. LA-RICS 007 for these phases, as well as any amendments and Notices to Proceed as referenced herein and in the Agreement.

The Authority's staff and environmental consultants have reviewed the sites proposed for LMR System infrastructure and have determined that the 26 LMR System Sites identified in the attached Amendment meet all of the criteria for exemption set forth in Public Resources Code Section 21080.25 (summarized below). Worksheets summarizing the analysis done for the 26 LMR System Sites is attached as Attachment C. This determination is based upon substantial evidence in the record that shows each of the following, as required by the exemption:

- All of the sites identified in the attached Amendment are publicly owned and already contain antenna support structures and/or a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.
- Construction and implementation at each of the sites identified in the attached Amendment would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species.
- Construction and implementation at each of the sites identified in the attached Amendment would not have a substantial adverse impact on historical resources pursuant to Section 21084.1
- Operation of LMR facilities at each of the sites identified in the attached Amendment would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Sections 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.
- The LMR antenna support structures for the sites identified in the attached Amendment would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. All proposed lattice towers for the sites identified in the attached Amendment shall not exceed 180 feet in height without appurtenances and attachments, and all proposed monopoles for the sites identified in the attached Amendment shall not exceed 70 feet in height without appurtenances and attachments.
- Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.
- None of the sites are located on a school or sacred cultural site.

While four of the 26 LMR System Sites were addressed in comments received by the Authority during a public scoping process evaluating a possible Environmental Impact Report (EIR) for non-exempt sites for the LMR System, none of the scoping comments changed the analysis that these four sites qualify for the CEQA exemption. Included as Attachment D is a memorandum summarizing this analysis.

In addition, detailed project design work for the LMR System sites may identify the need for leased circuit work (due to unavailability of microwave or other options) to connect the LTE sites to network nodes or aggregation points, in which case some leased circuit work may occur on and around a site. Leased circuit work, if needed, may consist of simply activating existing fiber infrastructure or implementing aerial drops with no physical environmental impact or, to the extent physical disturbance is required, minor trenching within existing road right of way. To the extent some leased circuit work may need to occur outside of a LMR System site to allow connectivity between sites and the core, such work is categorically exempt under CEQA pursuant to State CEQA Guidelines Sections 15301, 15303, and 15304 since the work would involve minor alteration of existing facilities, mechanical equipment, and location of new small facilities as well as minor alteration in the condition of land within the public right of way and is therefore within certain classes of projects that have been determined not to have a significant effect on the environment. There would be negligible to no expansion of use associated with this activity since the fiber for the leased circuit lines are dedicated to providing this type of connectivity. Further, leased circuit work would not include the removal of healthy, mature scenic trees nor would it be located in a particularly sensitive environment, and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the categorical exemption inapplicable based on the project records.

Construction and implementation of LMR infrastructure at CEQA-exempt sites does not commit or compel the Authority to construct any additional LMR facilities or infrastructure, including infrastructure at any of the LMR System Sites identified in Agreement No. LA-RICS 007 between the Authority and Motorola, as may be amended. All potential LMR System Sites identified in Agreement No. LA-RICS 007, as may be amended, that are not exempt from CEQA under the statutory exemption for LA-RICS in Public Resources Code section 21080.25, will be evaluated in an Environmental Impact Report (EIR). (The Initial Study was circulated for a 30-day public review from August 27 to September 26, 2014).

Approving Amendment No. 9, which includes allowing for the 26 LMR System Sites to be built, does not commit the Authority to future approval of construction or implementation of LMR infrastructure at any non-exempt site. Construction and implementation of LMR infrastructure at non-CEQA-exempt sites would only occur if the Authority certifies the EIR and approves construction of LMR facilities at these sites. If the Authority approves LMR infrastructure at any of the sites identified in the attached Amendment, it still retains discretion to deny or modify construction/implementation at any of the non-CEQA-exempt sites for any reason.

As for the removal of one LMR System Site and the inclusion of Project Description Work for potentially 26 sites as covered in Amendment No. 9, as well as amending the Fiscal Year 2014-2015 Operating Budget, these activities do not constitute a project under CEQA. They are organization or administrative activities of government that will not result in direct or indirect physical changes in the environment pursuant to Section 15378(b) of the State CEQA Guidelines.

#### NEPA

Construction and implementation of the LMR System Sites identified in the attached Amendment would be funded through a grant from the Department of Homeland Security's Federal Emergency Management Agency (FEMA). FEMA is the federal lead agency for



purposes of review under the National Environmental Policy Act (NEPA) and must conduct NEPA review under the prior to construction of any LMR facilities. The Authority is working with FEMA to determine the approach for NEPA analysis that is appropriate for all proposed LMR sites.

Upon the Board's approval of the recommended actions, Notices of Exemption for the individual project sites will be filed with the Registrar Recorder/County Clerk pursuant to Section 15062 of the State CEQA Guidelines. The date that the notices are filed will be identified on the Authority's website in compliance with the legislative intent of Assembly Bill 1486, which added Public Resources Code Section 21080.25.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Authority's counsel has reviewed the recommended actions.

**AGREEMENTS/CONTRACTING**

Upon the Board's approval of the recommended action, on behalf of the Authority, the Executive Director will have authority to execute a contract amendment with Motorola, substantially similar in form to the attached.

Respectfully submitted,



PATRICK J. MALLON  
EXECUTIVE DIRECTOR

c: Counsel to the Authority

Attachments

**AMENDMENT NUMBER NINE  
TO AGREEMENT NO. LA-RICS 007  
FOR  
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM –  
LAND MOBILE RADIO SYSTEM**

**Recitals**

This Amendment Number Nine (together with all exhibits, attachments, and schedules hereto, "Amendment No. 9") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of November \_\_\_\_\_, 2014, based on the following recitals:

Authority and Contractor have entered into that certain Agreement No. LA-RICS 007 for Los Angeles Regional Interoperable Communications System ("LA-RICS") – Land Mobile Radio System, dated as of August 15, 2013 (together with all exhibits, attachments, and schedules thereto, all as amended prior to the date hereof, the "Agreement").

The Agreement has been previously amended by Amendment Number One, effective as of September 5, 2013, to exercise the Unilateral Option for all Work pertaining to Phase 1, without the Additive Alternates.

The Agreement has been previously amended by Amendment Number Two, effective as of October 29, 2013, to exercise the Unilateral Option for all Work pertaining to Project Descriptions in Phase 1 for the Bounded Area Coverage Additive Alternate.

The Agreement has been previously amended by Amendment Number Three, effective as of December 19, 2013, to, among other things, exercise the Unilateral Option for all Work pertaining to Contractor's provision and implementation of Specified Equipment (as defined in Amendment Number Three) increasing the Maximum Contract Sum to from \$280,354,954 to \$281,640,184.

The Agreement has been previously amended by Amendment Number Four, effective as of December 19, 2013, to, among other things, provide and implement under Phase 1 certain additional equipment referred to as "Station B Equipment" increasing the Maximum Contract Sum from \$281,640,184 to \$282,809,231.

The Agreement has been previously amended by Amendment Number Five, effective as of March 27, 2014, to, among other things, include license coordination fees, increasing the Maximum Contract Sum from \$282,809,231 to \$282,829,472.

The Agreement has been previously amended by Amendment Number Six, effective as of April 17, 2014, to, among other things, upgrade to the Los Angeles Police Department's Valley Dispatch Center's ("LAPDVDC") Uninterruptible Power Supply

("UPS") to accommodate the installation and deployment of Core 2 at this facility, increasing the Maximum Contract Sum from \$282,829,472 to \$282,897,618.

The Agreement has been previously amended by Amendment Number Seven, effective as of May 8, 2014, to, among other things, purchase portable radios, radio accessories, consolettes, and consoles; and to add a provision to address potential joint obligations of Authority and Contractor under the Antennae Lease Agreement dated April 17, 2014, between the City of Los Angeles, the Authority, and Contractor; increasing the Maximum Contract Sum from \$282,897,618 to \$288,074,669.

The Agreement has been previously amended by Amendment Number Eight, effective as of August 28, 2014, to purchase additional portable radios and radio accessories; increasing the Maximum Contract Sum from \$288,074,669 to \$291,745,675.

Authority and Contractor desire to amend the Agreement 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 as set forth in Exhibit C (Schedule of Payments) attached to this Amendment No. 9; (b) make the necessary changes to reflect Phase 1 Project Description Work only for twenty-six (26) potential replacement sites as set forth in Exhibit C (Schedule of Payments) attached to this Amendment No. 9; (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 as set forth in Exhibit C (Schedule of Payments) attached to this Amendment No. 9; and (d) make other certain changes as reflected in this Amendment No. 9.

As provided in Section 4.1.2.2(c) of the Base Document to the Agreement, Authority has determined in its sole unilateral discretion to exercise the Unilateral Options for all Work pertaining to Phase 2, Phase 3, and Phase 4 for twenty-six (26) LMR System Sites as set forth in this Amendment No. 9.

This Amendment No. 9 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. 9, 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. 9 refer to sections of the Base Document, as amended by this Amendment No. 9.
2. Exercise of Unilateral Option. 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 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 twenty-six (26) LMR System Sites as reflected in Attachment 1 to this Amendment No. 9 and Exhibit C (Schedule of Payments), and hereby exercise such Unilateral Options for such Work related to the construction and implementation of the twenty-six (26) LMR System Sites set forth in this Amendment No. 9. 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 the construction and implementation of the twenty-six (26) LMR System Sites contemplated in this Amendment No. 9, in exchange for the amounts set forth in Exhibit C (Schedule of Payments) for such Work.

3. Amendments to Agreement Exhibits.

- 3.1 Exhibit C.1 (Schedule of Payments – LMR System Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (Schedule of Payments – LMR System Payment Summary) to Exhibit C (Schedule of Payments) attached to this Amendment No. 9, which is incorporated by this reference.
- 3.2 Exhibit C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments) attached to this Amendment No. 9, which is incorporated by this reference.
- 3.3 Exhibit C.3 (Schedule of Payments Phase 2 – Site Construction and Site Modifications) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.3 (Schedule of Payments Phase 2 – Site Construction and Site Modification) to Exhibit C (Schedule of Payments) attached to this Amendment No. 9, which is incorporated by this reference.
- 3.4 Exhibit C.4 (Schedule of Payments Phase 3 – Supply LMR System Components) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.4 (Schedule of Payments Phase 3 – Supply LMR System Components) to Exhibit C (Schedule of Payments) attached to this Amendment No. 9, which is incorporated by this reference.
- 3.5 Exhibit C.5 (Schedule of Payments Phase 4 – LMR System Implementation) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.5 (Schedule of Payments Phase 4 – LMR System Implementation) to Exhibit C (Schedule of Payments)

attached to this Amendment No. 9, which is incorporated by this reference.

- 3.6 Certain Sections contained in Exhibit C.13 (Contractor's Response to Appendix H (Pricing Requirements) to RFP No. LA-RICS 007) to Exhibit C (Schedule of Payments) are deleted in their entirety and replaced with certain sections of Exhibit C.13 (Contractor's Response to Appendix H (Pricing Requirements) to RFP No. LA-RICS 007) to Exhibit C (Schedule of Payments) attached to this Amendment No. 9, which is incorporated by this reference.
4. This Amendment No. 9 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. 9;
  - 4.2 Los Angeles County Counsel has approved this Amendment No. 9 as to form;
  - 4.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 9; and
  - 4.4 The Executive Director of the Authority has executed this Amendment No. 9.
5. Except as expressly provided in this Amendment No. 9, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
6. Contractor and the person executing this Amendment No. 9 on behalf of Contractor represent and warrant that the person executing this Amendment No. 9 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 9, and that all requirements of Contractor to provide such actual authority have been fulfilled.
7. This Amendment No. 9 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 NINE**  
**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. 9 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

MOTOROLA SOLUTIONS, INC.

By: \_\_\_\_\_

Patrick J. Mallon  
Executive Director

By: \_\_\_\_\_

Jim Hardimon  
Motorola Project Director

APPROVED AS TO FORM FOR THE LOS  
ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM  
AUTHORITY:

RICHARD D. WEISS  
Acting County Counsel

By: \_\_\_\_\_

Truc L. Moore  
Senior Deputy County Counsel

## LMR SYSTEM SITES

| No. | Site ID | Site Name                 | Address                      | City                | State | Zip Code |
|-----|---------|---------------------------|------------------------------|---------------------|-------|----------|
| 1.  | BAH     | Baldwin Hills             | 411 South La Cienaga Blvd    | Los Angeles         | CA    | 90056    |
| 2.  | BMT     | Bald Mountain             | 46811 Ridge Route Rd         | Gorman              | CA    | 93243    |
| 3.  | CCB     | Compton Court Building    | 200 W. Compton Blvd          | Compton             | CA    | 90220    |
| 4.  | CLM     | Claremont                 | 1616 Monte Vista             | Claremont           | CA    | 91711    |
| 5.  | FCCF    | L.A. County Fire Command  | 1320 N Eastern Ave           | Los Angeles         | CA    | 90063    |
| 6.  | HPK     | Hauser Peak               | Sierra Pelona W Mountain Way | Palmdale            | CA    | 93510    |
| 7.  | LACF028 | County FS 28              | 7733 Greenleaf Ave           | Whittier            | CA    | 90602    |
| 8.  | LACF077 | County FS 77              | 46833 Peace Valley Rd        | Gorman              | CA    | 93243    |
| 9.  | LACF091 | County FS 91              | 2691 S Turnbull Canyon Rd    | Hacienda Heights    | CA    | 91745    |
| 10. | LACF119 | County FS 119             | 20480 E Pathfinder Rd        | Walnut              | CA    | 91789    |
| 11. | LACF144 | County FS 144             | 31981 Foxfield Dr            | Westlake Village    | CA    | 91361    |
| 12. | LACF149 | County FS 149             | 31770 Ridge Route            | Castaic             | CA    | 91384    |
| 13. | LACF157 | County FS 157             | 15921 Spunky Canyon Rd       | Santa Clarita       | CA    | 91390    |
| 14. | LACF169 | County FS 169             | 5112 N Peck Road             | El Monte            | CA    | 91732    |
| 15. | LACFDEL | Del Valle Training        | 28101 Chiquito Canyon Rd     | Valencia            | CA    | 90731    |
| 16. | LAPD077 | 77TH Street Area Complex  | 7600 S Broadway St           | Los Angeles         | CA    | 90003    |
| 17. | LAPDDVN | Devonshire Area station   | 10250 Etiwanda Ave           | Northridge          | CA    | 91326    |
| 18. | LAPDVDC | Valley Dispatch Center    | 23001 Roscoe Blvd            | Los Angeles         | CA    | 91304    |
| 19. | LDWP243 | DWP Sylmar Water Ladder   | 13801 Balboa Blvd            | Los Angeles         | CA    | 91342    |
| 20. | MLE     | Mount Lee                 | 3800 Mt. Lee Drive           | Los Angeles         | CA    | 90068    |
| 21. | MLM     | Mira Loma Facility        | 45100 N. 60th West           | Lancaster           | CA    | 93536    |
| 22. | MVS     | Monte Vista (Star Center) | 11515 Colima Road            | Whittier            | CA    | 90604    |
| 23. | ONK     | Oat Mountain Nike         | N 34.3260° W118.5867°        | Chatsworth          | CA    | 91311    |
| 24. | PSH     | Pomona 1620 Hillcrest     | 13016 Trail View Lane        | Chino hills         | CA    | 91709    |
| 25. | RHT     | Rolling Hills Transmit    | 5741 W Crestridge Rd         | Rancho Palos Verdes | CA    | 90275    |
| 26. | VPC     | Verdugo Peak              | Verdugo Mountain Way         | Glendale            | CA    | 91208    |

## EXHIBIT C.1 - SCHEDULE OF PAYMENTS

### LMR SYSTEM PAYMENT SUMMARY

| Summary  | Unilateral Option Sum | Credits <sup>(Note 2)</sup> | Contract Sum - Full Payable Amount | 10% Holdback Amount  | Payment Minus 10% Holdback Amount |
|--|-----------------------|-----------------------------|------------------------------------|----------------------|-----------------------------------|
| Phase 1 <sup>(Note 1)</sup>  | \$ -                  | \$ 9,517                    | 40,266,219                         | \$ 3,071,327         | \$ 37,194,891                     |
| Phase 2  | \$ 26,323,847         | \$ 337,720                  | \$ 14,733,538                      | \$ 3,996,348         | \$ 37,061,037                     |
| Phase 3  | \$ 39,101,828         | \$ 212,620                  | \$ 10,891,563                      | \$ 4,907,866         | \$ 45,085,525                     |
| Phase 4  | \$ 23,488,895         | \$ 86,144                   | \$ 6,044,352                       | \$ 2,890,602         | \$ 26,642,644                     |
| <b>SUBTOTAL (Phases 1 to 4):</b>   | <b>\$ 88,914,570</b>  | <b>\$ 342,477</b>           | <b>71,935,671</b>                  | <b>\$ 14,866,144</b> | <b>\$ 145,984,096</b>             |
| Phase 5 (15 Years)   | \$ 55,898,518         | \$ -                        | \$ -                               | \$ -                 | \$ 55,898,518                     |
| <b>TOTAL (Phases 1 to 5):</b>  | <b>\$ 144,813,088</b> | <b>\$ -</b>                 | <b>\$ 71,935,671</b>               | <b>\$ 14,866,144</b> | <b>\$ 201,882,614</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 (Additive Alternates)</b>  | <b>\$ 219,467,526</b> | <b>\$ 342,477</b>           | <b>\$ 71,935,671</b>               | <b>\$ 22,331,588</b> | <b>\$ 269,071,608</b>             |
| <b>TOTAL CONTRACT SUM:</b>   | <b>\$71,935,671</b>   |                             |                                    |                      |                                   |
| <b>MAXIMUM CONTRACT SUM (Total Unilateral Option Sum plus Total Contract Sum):</b> | <b>\$291,745,675</b>  |                             |                                    |                      |                                   |

Note 1: The cost for the Project Descriptions for the Bounded Area Coverage only are reflected in Exhibit C.2 (Phase 1 - System Design) as amended and restated in Amendment No. 2., and included (\$173, 110) in Phase 1 Contract Sum - Full Payable Amount. The balance of the remaining Unilateral Option Sum for Bounded Area Coverage Additive Alternate Work is reflected in Exhibit C.7 (Bounded Area Coverage Additive Alternate).

Note 2: Credits for Phases 1 through 4 were realized for the removal of 1 LMR System Site in the amount of \$646,001. However, the cost for preparing Project Descriptions for 26 potential replacement sites in the amount of \$303,524 was taken from the Credits. The remaining Credit balance of \$342,477 is reserved for use for a future replacement site.



**EXHIBIT C.2 - SCHEDULE OF PAYMENTS**  
**PHASE 1 - SYSTEM DESIGN**

| Deliverable/Task/<br>Section No.<br><small>(Exhibit A, Exhibit B, or Base Document)</small> | Deliverable  | Unilateral<br>Option Sum<br><small>(Notes 3, 5, 6, 7, 8,9)</small> | Credits<br><small>(Note 11)</small> | Contract Sum<br>Payable<br>Amount<br><small>(Notes 3, 4, 5, 6, 7, 8,9)</small> | 10%<br>Holdback<br>Amount | Payable<br>Amount Less<br>10% Holdback |
|---|--|--|-------------------------------------|--|---------------------------|--|
| A.1.1   | Project Management Staffing Plan Delivered                                       | -  | -                                   | Included   | \$ -                      | \$ -                                   |
| A.1.2   | Overview and Scope Delivered   | -  | -                                   | Included   | \$ -                      | \$ -                                   |
| A.1.3   | Communications Plan Delivered  | -  | -                                   | \$ 67,233  | \$ 6,723                  | \$ 60,509                              |
| A.1.4   | Initial Integrated Master Schedule Delivered                                     | -  | -                                   | \$ 89,644  | \$ 8,964                  | \$ 80,679                              |
| A.1.5   | Documentation Plan Delivered   | -  | -                                   | Included   | \$ -                      | \$ -                                   |
| A.1.6   | Quality Control Plan Delivered   | -  | -                                   | \$ 67,233  | \$ 6,723                  | \$ 60,509                              |
| A.1.7   | Change Order/Change Management Plan Delivered                                    | -  | -                                   | Included   | \$ -                      | \$ -                                   |
| A.1.8   | Initial Risk Management Plan Delivered   | -  | -                                   | \$ 89,644  | \$ 8,964                  | \$ 80,679                              |
| A.1   | Project Management Plan - Final  | -  | -                                   | \$ 112,055   | \$ 11,205                 | \$ 100,849                             |
| B.1.6   | FCC License and Application Forms  | -  | -                                   | Included   | \$ -                      | \$ -                                   |
| B.1.12  | Coverage Modeling Tool and Training  | -  | -                                   | Included   | \$ -                      | \$ -                                   |
| B.1.14.1  | Detailed Project Description - 50% of sites                                      | -  | -                                   | \$ 1,368,583   | \$ 136,858                | \$ 1,231,724                           |
| B.1.14.1  | Detailed Project Description - Final 50% of Sites                                | -  | -                                   | \$ 1,368,583   | \$ 136,858                | \$ 1,231,724                           |
| B.1.14.2  | RF Emission Safety Report Delivered  | -  | -                                   | Included   | \$ -                      | \$ -                                   |
| B.1.14.3.3.29.1   | DTVRS Design – Digital Trunked Voice Radio Subsystem:                            | -  | -                                   | -  | -                         | -                                      |
| B.1.14.3.3.29.1   | 80% DTVRS Design – Digital Trunked Voice Radio Subsystem                         | -  | -                                   | \$ 1,965,745   |                           | \$ 1,965,745                           |
| B.1.14.3.3.29.1   | 20% DTVRS Design – Digital Trunked Voice Radio Subsystem                         | -  | -                                   | \$ 491,436   | \$ 245,718                | \$ 245,718                             |
| B.1.14.3.3.29.2   | ACVRS Design – Analog Conventional Voice Radio Subsystem:                        | -  | -                                   | -  | -                         | -                                      |
| B.1.14.3.3.29.2   | 80% ACVRS Design – Analog Conventional Voice Radio Subsystem                     | -  | -                                   | \$ 446,491   |                           | \$ 446,491                             |
| B.1.14.3.3.29.2   | 20% ACVRS Design – Analog Conventional Voice Radio Subsystem                     | -  | -                                   | \$ 111,623   | \$ 55,811                 | \$ 55,812                              |
| B.1.14.3.3.29.3   | LARTCS Design – Los Angeles Regional Tactical Communications Subsystem:          | -  | -                                   | -  | -                         | -                                      |
| B.1.14.3.3.29.3   | 80% LARTCS Design – Los Angeles Regional Tactical Communications Subsystem       | -  | -                                   | \$ 486,144   |                           | \$ 486,144                             |
| B.1.14.3.3.29.3   | 20% LARTCS Design – Los Angeles Regional Tactical Communications Subsystem       | -  | -                                   | \$ 121,535   | \$ 60,768                 | \$ 60,767                              |
| B.1.14.3.3.29.4   | NMDN Design – Narrowband Mobile Data Network                                     | -  | -                                   | -  | -                         | -                                      |
| B.1.14.3.3.29.4   | 80% NMDN Design – Narrowband Mobile Data Network                                 | -  | -                                   | \$ 113,646   |                           | \$ 113,646                             |
| B.1.14.3.3.29.4   | 20% NMDN Design – Narrowband Mobile Data Network                                 | -  | -                                   | \$ 28,412  | \$ 14,206                 | \$ 14,206                              |
| B.1.14.3.3.29.5   | Consoles Design  | -  | -                                   | Included   |                           |  |
| B.1.14.3.3.29.6   | Logging Recorder Description   | -  | -                                   | Included   |                           |  |
| B.1.14.3.3.29.7   | Site Interconnection/Backhaul Subsystem Description:                             | -  | -                                   | -  | -                         | -                                      |
| B.1.14.3.3.29.7   | 80% Site Interconnection/Backhaul Subsystem Description:                         | -  | -                                   | \$ 170,323   |                           | \$ 170,323                             |
| B.1.14.3.3.29.7   | 20% Site Interconnection/Backhaul Subsystem Description:                         | -  | -                                   | \$ 42,581  | \$ 21,290                 | \$ 21,290                              |
| B.1.14.3.3.29.8   | System Management and Monitoring Subsystem Description                           | -  | -                                   | Included   |                           |  |
| B.1.14.3.3.29.9   | Inventory and Maintenance Tracking Subsystem Description                         | -  | -                                   | Included   |                           |  |
| B.1.14.3  | LMR Final System Design Approval <small>(Note 1)</small>                         | -  | -                                   | \$ 757,702   | \$ 75,770                 | \$ 681,932                             |
| B.1.14.5  | Site Design Review Packages 75% Zoning Submittal by Site <small>(Note 2)</small> | -  | -                                   |  | \$ -                      | \$ -                                   |
| B.1.14.5.Site 1   | Baldwin Hills  | -  | -                                   | \$ 7,138   | \$ 714                    | \$ 6,424                               |
| B.1.14.5.Site 2   | Black Jack Peak  | -  | -                                   | \$ 7,138   | \$ 714                    | \$ 6,424                               |
| B.1.14.5.Site 3   | Bald Mountain  | -  | -                                   | \$ 7,138   | \$ 714                    | \$ 6,424                               |
| B.1.14.5.Site 4   | Blue Rock  | -  | -                                   | \$ 7,138   | \$ 714                    | \$ 6,424                               |
| B.1.14.5.Site 5   | Burnt Peak   | -  | -                                   | \$ 7,138   | \$ 714                    | \$ 6,424                               |
| B.1.14.5.Site 6   | Beverly Glen   | -  | -                                   | \$ 7,138   | \$ 714                    | \$ 6,424                               |
| B.1.14.5.Site 7   | Compton Court Building   | -  | -                                   | \$ 7,138   | \$ 714                    | \$ 6,424                               |
| B.1.14.5.Site 8   | Century Plaza  | -  | -                                   | \$ 7,138   | \$ 714                    | \$ 6,424                               |
| B.1.14.5.Site 9   | Claremont  | -  | -                                   | \$ 7,138   | \$ 714                    | \$ 6,424                               |
| B.1.14.5.Site 10  | Castro Peak  | -  | -                                   | \$ 7,138   | \$ 714                    | \$ 6,424                               |
| B.1.14.5.Site 11  | Dakin Peak   | -  | -                                   | \$ 7,138   | \$ 714                    | \$ 6,424                               |
| B.1.14.5.Site 12  | El Segundo PD  | -  | -                                   | \$ 7,138   | \$ 714                    | \$ 6,424                               |
| B.1.14.5.Site 13  | Encinal 1 (Fire Camp)  | -  | -                                   | \$ 7,138   | \$ 714                    | \$ 6,424                               |
| B.1.14.5.Site 14  | Green Mountain   | -  | -                                   | \$ 7,138   | \$ 714                    | \$ 6,424                               |
| B.1.14.5.Site 15  | Hauser Peak  | -  | -                                   | \$ 7,138   | \$ 714                    | \$ 6,424                               |
| B.1.14.5.Site 16  | Johnstone Peak   | -  | -                                   | \$ 7,138   | \$ 714                    | \$ 6,424                               |

**EXHIBIT C.2 - SCHEDULE OF PAYMENTS**  
**PHASE 1 - SYSTEM DESIGN**

| <b>Deliverable/Task/<br/>Section No.</b><br><i>(Exhibit A, Exhibit B, or Base Document)</i> | <b>Deliverable</b>        | <b>Unilateral<br/>Option Sum</b><br><i>(Notes 3, 5, 6, 7, 8,9)</i> | <b>Credits</b><br><i>(Note 11)</i> | <b>Contract Sum<br/>Payable<br/>Amount</b><br><i>(Notes 3, 4, 5, 6, 7, 8,9)</i> | <b>10%<br/>Holdback<br/>Amount</b> | <b>Payable<br/>Amount Less<br/>10% Holdback</b> |
|---|---------------------------|--|------------------------------------|---|------------------------------------|---|
| B.1.14.5.Site 17  | FS 28                     | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 18  | FS 56                     | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 19  | FS 71                     | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 20  | FS 72                     | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 21  | FS 77                     | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 22  | FS 84                     | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 23  | FS 91                     | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 24  | FS 99                     | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 25  | FS 119                    | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 26  | FS 144                    | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 27  | FS 149                    | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 28  | FS 157                    | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 29  | FS 169                    | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 30  | CP 9                      | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 31  | Del Valle Training        | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 32  | LA City Hall              | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 33  | Lower Blue Ridge          | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 34  | DWP Sylmar Water Ladder   | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 35  | Magic Mountain            | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 36  | Mount Disappointment      | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 37  | Mount Lee                 | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 38  | Mira Loma Facility        | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 39  | Mount McDill              | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 40  | Mount Lukens              | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 41  | Mount Thom                | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 42  | Mount Washington          | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 43  | Monte Vista (Star Center) | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 44  | Oat Mountain              | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 45  | Oat Mountain              | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 46  | Oat Mountain Nike         | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 47  | Puente Hills              | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 48  | Portal Ridge              | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 49  | Pomona 1620 Hillcrest     | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| <b>B.1.14.5.Site 50</b>   | <b>Redondo Beach PD</b>   | -  | <b>\$ 7,138</b>                    | <b>\$ -</b>   | <b>\$ -</b>                        | <b>\$ -</b>                                     |
| B.1.14.5.Site 51  | Rolling Hills Transmit    | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 52  | Rio Hondo                 | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 53  | City Hall                 | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 54  | San Augustine             | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 55  | San Dimas                 | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 56  | Signal Hill               | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 57  | San Pedro Hill            | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 58  | Saddle Peak               | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 59  | Sunset Ridge              | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 60  | San Vicente Peak          | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 61  | Southwest Area Station    | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 62  | Topanga Peak              | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 63  | Tejon Peak                | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 64  | Tower Peak                | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 65  | Verdugo Peak              | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 66  | Walker Drive              | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 67  | Whitaker Middle Peak      | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 68  | 100 Wilshire              | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 69  | Whittaker Ridge           | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 70  | 77TH Street Area Complex  | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 71  | Devonshire Area station   | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 72  | L.A. County Fire Command  | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |
| B.1.14.5.Site 73  | Valley Dispatch Center    | -  | -                                  | \$ 7,138  | \$ 714                             | \$ 6,424  |

**EXHIBIT C.2 - SCHEDULE OF PAYMENTS**  
**PHASE 1 - SYSTEM DESIGN**

| Deliverable/Task/<br>Section No.<br><small>(Exhibit A, Exhibit B, or Base Document)</small> | Deliverable                                 | Unilateral<br>Option Sum<br><small>(Notes 3, 5, 6, 7, 8,9)</small> | Credits<br><small>(Note 11)</small> | Contract Sum<br>Payable<br>Amount<br><small>(Notes 3, 4, 5, 6, 7, 8,9)</small> | 10%<br>Holdback<br>Amount | Payable<br>Amount Less<br>10% Holdback |
|---|---|--|-------------------------------------|--|---------------------------|--|
| B.1.14.6  | Permit Approval by Site <sup>(Note 2)</sup> | -  | -                                   |  | \$ -                      | \$ -                                   |
| B.1.14.6.Site 1   | Baldwin Hills                               | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 2   | Black Jack Peak                             | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 3   | Bald Mountain                               | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 4   | Blue Rock                                   | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 5   | Burnt Peak                                  | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 6   | Beverly Glen                                | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 7   | Compton Court Building                      | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 8   | Century Plaza                               | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 9   | Claremont                                   | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 10  | Castro Peak                                 | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 11  | Dakin Peak                                  | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 12  | El Segundo PD                               | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 13  | Encinal 1 (Fire Camp)                       | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 14  | Green Mountain                              | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 15  | Hauser Peak                                 | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 16  | Johnstone Peak                              | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 17  | FS 28                                       | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 18  | FS 56                                       | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 19  | FS 71                                       | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 20  | FS 72                                       | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 21  | FS 77                                       | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 22  | FS 84                                       | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 23  | FS 91                                       | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 24  | FS 99                                       | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 25  | FS 119                                      | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 26  | FS 144                                      | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 27  | FS 149                                      | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 28  | FS 157                                      | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 29  | FS 169                                      | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 30  | CP 9  | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 31  | Del Valle Training                          | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 32  | LA City Hall                                | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 33  | Lower Blue Ridge                            | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 34  | DWP Sylmar Water Ladder                     | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 35  | Magic Mountain                              | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 36  | Mount Disappointment                        | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 37  | Mount Lee                                   | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 38  | Mira Loma Facility                          | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 39  | Mount McDill                                | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 40  | Mount Lukens                                | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 41  | Mount Thom                                  | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 42  | Mount Washington                            | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 43  | Monte Vista (Star Center)                   | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 44  | Oat Mountain                                | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 45  | Oat Mountain                                | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 46  | Oat Mountain Nike                           | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 47  | Puente Hills                                | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 48  | Portal Ridge                                | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 49  | Pomona 1620 Hillcrest                       | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| <b>B.1.14.6.Site 50</b>   | <b>Redondo Beach PD</b>                     | -  | <b>\$ 2,379</b>                     | <b>\$ -</b>  | <b>\$ -</b>               | <b>\$ -</b>                            |
| B.1.14.6.Site 51  | Rolling Hills Transmit                      | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 52  | Rio Hondo                                   | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 53  | Rancho Palos Verdes City Hall               | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 54  | San Augustine                               | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 55  | San Dimas                                   | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |
| B.1.14.6.Site 56  | Signal Hill                                 | -  | -                                   | \$ 2,379   | \$ 238                    | \$ 2,141                               |

**EXHIBIT C.2 - SCHEDULE OF PAYMENTS**  
**PHASE 1 - SYSTEM DESIGN**

| <b>Deliverable/Task/<br/>Section No.</b><br><small>(Exhibit A, Exhibit B, or Base Document)</small> | <b>Deliverable</b>  | <b>Unilateral<br/>Option Sum</b><br><small>(Notes 3, 5, 6, 7, 8,9)</small> | <b>Credits</b><br><small>(Note 11)</small> | <b>Contract Sum<br/>Payable<br/>Amount</b><br><small>(Notes 3, 4, 5, 6, 7, 8,9)</small> | <b>10%<br/>Holdback<br/>Amount</b> | <b>Payable<br/>Amount Less<br/>10% Holdback</b> |
|---|---|--|--|---|------------------------------------|---|
| B.1.14.6.Site 57  | San Pedro Hill  | -  | -  | \$ 2,379  | \$ 238                             | \$ 2,141  |
| B.1.14.6.Site 58  | Saddle Peak   | -  | -  | \$ 2,379  | \$ 238                             | \$ 2,141  |
| B.1.14.6.Site 59  | Sunset Ridge  | -  | -  | \$ 2,379  | \$ 238                             | \$ 2,141  |
| B.1.14.6.Site 60  | San Vicente Peak  | -  | -  | \$ 2,379  | \$ 238                             | \$ 2,141  |
| B.1.14.6.Site 61  | Southwest Area Station  | -  | -  | \$ 2,379  | \$ 238                             | \$ 2,141  |
| B.1.14.6.Site 62  | Topanga Peak  | -  | -  | \$ 2,379  | \$ 238                             | \$ 2,141  |
| B.1.14.6.Site 63  | Tejon Peak  | -  | -  | \$ 2,379  | \$ 238                             | \$ 2,141  |
| B.1.14.6.Site 64  | Tower Peak  | -  | -  | \$ 2,379  | \$ 238                             | \$ 2,141  |
| B.1.14.6.Site 65  | Verdugo Peak  | -  | -  | \$ 2,379  | \$ 238                             | \$ 2,141  |
| B.1.14.6.Site 66  | Walker Drive  | -  | -  | \$ 2,379  | \$ 238                             | \$ 2,141  |
| B.1.14.6.Site 67  | Whitaker Middle Peak  | -  | -  | \$ 2,379  | \$ 238                             | \$ 2,141  |
| B.1.14.6.Site 68  | 100 Wilshire  | -  | -  | \$ 2,379  | \$ 238                             | \$ 2,141  |
| B.1.14.6.Site 69  | Whittaker Ridge   | -  | -  | \$ 2,379  | \$ 238                             | \$ 2,141  |
| B.1.14.6.Site 70  | 77TH Street Area Complex  | -  | -  | \$ 2,379  | \$ 238                             | \$ 2,141  |
| B.1.14.6.Site 71  | Devonshire Area station   | -  | -  | \$ 2,379  | \$ 238                             | \$ 2,141  |
| B.1.14.6.Site 72  | L.A. County Fire Command  | -  | -  | \$ 2,379  | \$ 238                             | \$ 2,141  |
| B.1.14.6.Site 73  | Valley Dispatch Center  | -  | -  | \$ 2,379  | \$ 238                             | \$ 2,141  |
| B.1.15  | Inventory and Maintenance Tracking Subsystem                                  | -  | -  | \$ 974,026  | \$ 97,403                          | \$ 876,623                                      |
|   | Project Management for Phase 1 – System Design Monthly Reports                | -  | -  | Included  | \$ -                               | \$ -  |
| Base.22.3.2   | Performance Bond for Phase 1 – System Design                                  | -  | -  | \$ 29,774   | \$ -                               | \$ 29,774                                       |
|   | Total Lease Costs for Phase 1 – System Design                                 | -  | -  | N/A   | \$ -                               | \$ -  |
| Base.22.2.1   | Liability Insurance (General and Professional)                                | -  | -  | \$ 527,500  | \$ -                               | \$ 527,500                                      |
| <b>Subtotal for Phase 1:</b>  |   | <b>\$ -</b>  | <b>\$ 9,517</b>                            | <b>\$ 10,115,132</b>  | <b>\$ 955,786</b>                  | <b>\$ 9,159,346</b>                             |
| <b>CORE 1 AND REPEATER SITES</b>  |   |  |  |   |                                    |   |
| B.3.2 to B.3.6  | Core 1 Hardware and Software  | -  | -  | \$ 11,645,162   | \$ 1,164,516                       | \$ 10,480,645                                   |
|   | Core T1 Interface Equipment   | -  | -  | \$ 49,878   | \$ 4,988                           | \$ 44,890                                       |
|   | NMS AC Power  | -  | -  | \$ 1,308  | \$ 131                             | \$ 1,177  |
|   | FCC License Application Preparation   | -  | -  | \$ 7,500  | \$ 750                             | \$ 6,750  |
|   | Remote Site AC Power  | -  | -  | \$ 7,848  | \$ 785                             | \$ 7,063  |
| B.3.2 to B.3.6  | Five DTVRS UHF 11 Channel ASTRO 25 Sites                                      | -  | -  | \$ 1,144,758  | \$ 114,476                         | \$ 1,030,283                                    |
| B.3.2 to B.3.6  | Three DTVRS 700 MHz 6 Channel ASTRO 25 Sites                                  | -  | -  | \$ 404,440  | \$ 40,444                          | \$ 363,996                                      |
| B.3.2 to B.3.6  | Three MCC 7500 Consoles for DTVRS   | -  | -  | \$ 197,074  | \$ 19,707                          | \$ 177,366                                      |
| C.14  | Portable Radio Upgrade Kits (2009 UASI Funds)                                 | -  | -  | \$ 65,800   | \$ 6,580                           | \$ 59,220                                       |
| C.14  | Portable Radio Upgrade Kits (2010 UASI Funds)                                 | -  | -  | \$ 296,100  | \$ 29,610                          | \$ 266,490                                      |
| B.4.2.3   | Installation, Optimization, Staging and Testing for Core 1 and Repeater Sites | -  | -  | \$ 463,818  | \$ 46,382                          | \$ 417,436                                      |
| Base.22.3.2   | Performance Bond for Core 1 and Repeater Sites                                | -  | -  | \$ 89,801   | \$ -                               | \$ 89,801                                       |
| <b>Subtotal for Core 1 and Repeater Sites:</b>  |   | <b>\$ -</b>  | <b>\$ -</b>                                | <b>\$ 14,373,486</b>  | <b>\$ 1,428,369</b>                | <b>\$ 12,945,118</b>                            |
| <b>CORE 2</b>   |   |  |  |   |                                    |   |
| B.3.2 to B.3.6  | Core 2 Hardware   | -  | -  | \$ 3,650,360  | \$ 365,036                         | \$ 3,285,324                                    |
| B.4.2.3   | Installation, Optimization, Staging and Testing for Core 2                    | -  | -  | \$ 301,757  | \$ 30,176                          | \$ 271,581                                      |
| Base.22.3.2   | Performance Bond for Core 2   | -  | -  | \$ 24,663   | \$ -                               | \$ 24,663                                       |
| <b>LAPDVDC Uninterruptible Power Supply (UPS)</b>   |   |  |  |   |                                    |   |
|   | Eaton 9130 2000 Rackmount; 120V, 50/60Hz; 2000VA/1800W                        | -  | -  | \$ 27,101   | \$ 2,710                           | \$ 24,391                                       |
|   | Eaton 9130 2000/30000 EBM Rack  | -  | -  | \$ 12,152   | \$ 1,215                           | \$ 10,937                                       |
|   | Two-Post Rack Mounting Rail Kit   | -  | -  | \$ 3,052  | \$ 305                             | \$ 2,747  |
|   | Racks 7.5 Foot  | -  | -  | \$ 863  | \$ 86                              | \$ 777  |
|   | MSI Design and Implementation Services  | -  | -  | \$ 24,978   | \$ 2,498                           | \$ 22,480                                       |
| <b>Subtotal for Core 2 and LAPDVDC UPS:</b>   |   | <b>\$ -</b>  | <b>\$ -</b>                                | <b>\$ 4,044,926</b>   | <b>\$ 402,026</b>                  | <b>\$ 3,642,900</b>                             |
| <b>SYSTEM ON WHEELS</b>   |   |  |  |   |                                    |   |
|   | System on Wheels (SOW)  | -  | -  | \$ -  | \$ -                               | \$ -  |
|   | SOW - 95' MAST, 8' X 16' WALK-IN SHELTER                                      | -  | -  | \$ 468,439  | \$ 46,844                          | \$ 421,595                                      |
|   | DTVRS - ASTRO Site Repeaters (ASR)  | -  | -  | \$ 408,816  | \$ 40,882                          | \$ 367,934                                      |
|   | Core Licenses for 700/UHF ASR Sites   | -  | -  | \$ 127,748  | \$ 12,775                          | \$ 114,973                                      |

**EXHIBIT C.2 - SCHEDULE OF PAYMENTS**  
**PHASE 1 - SYSTEM DESIGN**

| Deliverable/Task/<br>Section No.<br><small>(Exhibit A, Exhibit B, or Base Document)</small> | Deliverable  | Unilateral<br>Option Sum<br><small>(Notes 3, 5, 6, 7, 8,9)</small> | Credits<br><small>(Note 11)</small> | Contract Sum<br>Payable<br>Amount<br><small>(Notes 3, 4, 5, 6, 7, 8,9)</small> | 10%<br>Holdback<br>Amount | Payable<br>Amount Less<br>10% Holdback |
|---|--|--|-------------------------------------|--|---------------------------|--|
|   | Mobile Meshed VSAT Satellite System & Installation   | -  | -                                   | \$ 126,233   | \$ 12,623                 | \$ 113,610                             |
|   | MSI Design and Implementation Services   | -  | -                                   | \$ 81,116  | \$ 8,112                  | \$ 73,004                              |
| Base.22.3.2   | Performance Bond for SOW   | -  | -                                   | \$ 6,345   | \$ -                      | \$ 6,345                               |
|   | <b>Subtotal for System on Wheels:</b>  | <b>\$ -</b>  | <b>\$ -</b>                         | <b>\$ 1,218,696</b>  | <b>\$ 121,235</b>         | <b>\$ 1,097,461</b>                    |
| <b>STATION B EQUIPMENT</b>  |  |  |                                     |  |                           |  |
|   | DTVRS - ASTRO Site Repeaters (ASR):  | \$ -   | -                                   | \$ 585,803   | \$ 58,580                 | \$ 527,223                             |
|   | 700 MHz ASR - 6 Channel (Phase 1/Phase 2)  | \$ -   | -                                   | \$ -   | \$ -                      | \$ -                                   |
|   | UHF ASR - 11 Channel (Phase 1/Phase 2)   | \$ -   | -                                   | \$ -   | \$ -                      | \$ -                                   |
|   | Core License Upgrades for ASR Sites  | \$ -   | -                                   | \$ 149,548   | \$ 14,955                 | \$ 134,593                             |
|   | MOTOBIDGE GX Communication Gateway   | \$ -   | -                                   | \$ 174,329   | \$ 17,433                 | \$ 156,896                             |
|   | Point-To-Point 4.9 GHz Backhaul  | \$ -   | -                                   | \$ 26,748  | \$ 2,675                  | \$ 24,073                              |
|   | Mobile Meshed VSAT Satellite System & Installation   | \$ -   | -                                   | \$ 126,233   | \$ 12,623                 | \$ 113,610                             |
|   | MSI Design and Implementation Services   | \$ -   | -                                   | \$ 99,820  | \$ 9,982                  | \$ 89,838                              |
| Base.22.3.2   | Performance Bond for Station B Equipment   | \$ -   | -                                   | \$ 6,566   | \$ -                      | \$ 6,566                               |
|   | <b>Subtotal for Station B Equipment:</b>   | <b>\$ -</b>  | <b>\$ -</b>                         | <b>\$ 1,169,047</b>  | <b>\$ 116,248</b>         | <b>\$ 1,052,799</b>                    |
| <b>PROJECT DESCRIPTIONS FOR BOUNDED AREA COVERAGE IN PHASE 1</b>                            |  |  |                                     |  |                           |  |
| B.1.14.1  | Detailed Project Description for Bounded Area Coverage at the following Sites: <small>(Note 4)</small>   | -  | -                                   | -  | -                         | -                                      |
|   | Century Plaza  | -  | -                                   | \$ 9,674   | \$ 967                    | \$ 8,707                               |
|   | LAC/HARBOR+UCLA MEDICAL CENTER   | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | FS30   | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | FS 51  | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | FS 151   | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | FS 164   | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | FS 173   | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | FS 005   | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | FS 079   | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | FS 084   | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | FS 088   | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | FS 095   | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | Carson   | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | San Pedro City Hall  | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | West Hollywood Sheriff Station   | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | <b>Total for Bounded Area Coverage Project Descriptions:</b>   | <b>\$ -</b>  | <b>\$ -</b>                         | <b>\$ 173,110</b>  | <b>\$ 17,311</b>          | <b>\$ 155,799</b>                      |
| <b>LICENSE COORDINATION FEES FOR REPEATER SITES</b>   |  |  |                                     |  |                           |  |
|   | License Coordination Fees  | -  | -                                   | \$ 20,240  | \$ -                      | \$ 20,240                              |
| <b>PORTABLE RADIO EQUIPMENT, CONSOLETES, &amp; CONSOLES (AMENDMENT 7)</b>                   |  |  |                                     |  |                           |  |
|   | APX 7000XE Portable Radios (450 Dual Band with UHF and 700 MHz Enabled and 150 Dual Band with UHF and VHF MHz Enabled) (Total Quantity 600) and Radio Accessories - Refer to Amendment 7, Attachment A.1, for specifications and a detailed cost breakdown | -  | -                                   | \$ 4,459,044   | \$ -                      | 4,459,044                              |
|   | Subscriber Maintenance for 600 APX 7000XE Portable Radios Beyond Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$37,800 per year) (Service from the Start - LITE)  | -  | -                                   | \$ 113,400   | \$ -                      | 113,400                                |
|   | APX Console/te/APX 7500 Control Station - Refer to Amendment 7, Attachment A.2, for specifications and a detailed cost breakdown.  | -  | -                                   | \$ 216,215   | \$ -                      | 216,215                                |
|   | Subscriber Maintenance for 20 APX7500 Control Stations Beyond the Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$1,908 per year) (Service from the Start - LITE)  | -  | -                                   | \$ 5,724   | \$ -                      | 5,724                                  |
|   | Subscriber Maintenance for 10 APX 7500 Consolettes Beyond the Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$954 per year) (Service from the Start - LITE)  | -  | -                                   | \$ 2,862   | \$ -                      | 2,862                                  |
|   | MC7500 Console - Refer to Amendment 7, Attachment A.3, for specifications and a detailed cost breakdown.   | -  | -                                   | \$ 354,313   | \$ -                      | 354,313                                |

**EXHIBIT C.2 - SCHEDULE OF PAYMENTS**  
**PHASE 1 - SYSTEM DESIGN**

| Deliverable/Task/<br>Section No.<br><small>(Exhibit A, Exhibit B, or Base Document)</small> | Deliverable   | Unilateral<br>Option Sum<br><small>(Notes 3, 5, 6, 7, 8,9)</small> | Credits<br><small>(Note 11)</small> | Contract Sum<br>Payable<br>Amount<br><small>(Notes 3, 4, 5, 6, 7, 8,9)</small> | 10%<br>Holdback<br>Amount | Payable<br>Amount Less<br>10% Holdback |
|---|---|--|-------------------------------------|--|---------------------------|--|
|   | Bridge Warranty for NMS & Console Equipment - Refer to Amendment 7, Attachment A.3, for specifications and a detailed cost breakdown.   | -  | -                                   | \$ 25,493  | -                         | 25,493                                 |
| <b>Total for Portable Radio Equipment, Consolettes, &amp; Consoles:</b>                     |   | -  | -                                   | <b>\$ 5,177,051</b>  | -                         | <b>5,177,051</b>                       |
| <b>PORTABLE RADIO EQUIPMENT (AMENDMENT 8)</b>   |   |  |                                     |  |                           |  |
|   | APX 7000XE Portable Radios (400 Dual Band with UHF and 700 MHz Enabled and 54 Dual Band with UHF and VHF MHz Enabled) (Total Quantity 454) and Radio Accessories - Refer to Amendment 8, Attachment A, for specifications and a detailed cost breakdown | -  | -                                   | \$ 3,571,755   | -                         | <b>\$3,571,755</b>                     |
|   | Subscriber Maintenance for 454 APX 7000XE Portable Radios Beyond Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$28,602 per year) (Service from the Start - LITE)   | -  | -                                   | \$ 85,806  | -                         | <b>\$ 85,806</b>                       |
|   | Performance Bond for Portable Radio Equipment   | -  | -                                   | \$ 13,445  | -                         | <b>\$ 13,445</b>                       |
| <b>Total for Portable Radio Equipment:</b>  |   | -  | -                                   | <b>\$ 3,671,006</b>  | -                         | <b>\$3,671,006</b>                     |
| <b>PROJECT DESCRIPTIONS FOR POTENTIAL REPLACEMENT SITES</b>                                 |   |  |                                     |  |                           |  |
| B.1.14.1  | Detailed Project Description for Potential Replacement Sites as follows:  |  |                                     |  |                           |  |
|   | Airport Courthouse (APC)  | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | Beverly Hills' Coldwater Canyon Park (BHCCPRK)  | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | Beverly Glen, Alternate Location (BVG-A)  | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | Cerro Negro (CRN)   | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | LA City Hall East (LAHE)  | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | Loop Canyon (LPC)   | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | Lower Encinal Pump Station (LAHE)   | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | Mirador (MIR)   | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | Point Vicente (PVC)   | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | Portshead Tank (PWT)  | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | Westlake City Hall (WLK)  | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | Inglewood County Courthouse (ICC)   | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | Pacific Design Center (PDC)   | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | Simpsons' Building (SIM)  | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | Burnt Peak-3 (BUR3)   | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | Frost Peak (Upper Blue Ridge) (FRP)   | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | Grass Mountain (GMT)  | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | Johnstone Peak (JPK-2)  | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | Josephine Peak (JOP)  | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | Magic Mountain (MML)  | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | Mount Lukens-2 (MTL2)   | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | Pine Mountain (PMT)   | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | Sunset Ridge-2 (SUN-2)  | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | Helipad 69 Bravo (BRV)  | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | Philip Water Tank (PWT)   | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
|   | Nicholas Canyon Water Tower (NCWT)  | -  | -                                   | \$ 11,674  | \$ 1,167                  | \$ 10,507                              |
| <b>Total for Project Descriptions for Potential Replacement Sites:</b>                      |   | -  | -                                   | \$ 303,524   | \$ 30,352                 | \$ 273,172                             |
| <b>Total for Phase 1 - System Design</b>  |   | \$ -   | \$ 9,517                            | \$ 40,266,219  | \$ 3,071,327              | \$ 37,194,891                          |

Note 1: Should a Site fall out for permitting reasons, Contractor will redo the Final System Design at no charge to the Authority.

Note 2: 75% will occur at submittal for planning review. The remaining 25% will be paid upon receipt of construction permit.

Note 3: Pursuant to Amendment No. One, effective as of September 5, 2013, the Authority exercised the Unilateral Option for all work pertaining to Phase 1. In connection therewith, the Unilateral Option Sum for Phase 1 of \$29,266,721 was converted into a Contract Sum.

**EXHIBIT C.2 - SCHEDULE OF PAYMENTS  
PHASE 1 - SYSTEM DESIGN**

| Deliverable/Task/<br>Section No.<br><small>(Exhibit A, Exhibit B, or Base Document)</small> | Deliverable | Unilateral<br>Option Sum<br><small>(Notes 3, 5, 6, 7, 8,9)</small> | Credits<br><small>(Note 11)</small> | Contract Sum<br>Payable<br>Amount<br><small>(Notes 3, 4, 5, 6, 7, 8,9)</small> | 10%<br>Holdback<br>Amount | Payable<br>Amount Less<br>10% Holdback |
|---|-------------|--|-------------------------------------|--|---------------------------|--|
|---|-------------|--|-------------------------------------|--|---------------------------|--|

Note 4: Pursuant to Amendment No. Two, effective as of October 29, 2013, the Authority exercised the Unilateral Option for all work pertaining to Bounded Area Coverage Project Descriptions for Phase 1. In connection therewith, the Unilateral Option Sum for Bounded Area Coverage Project Descriptions for Phase 1 in the amount of \$173,110 was converted into a Contract Sum. The cost for the Project Descriptions for the Bounded Area Coverage only are reflected in Exhibit C.2 (Phase 1 - System Design) as amended and restated in Amendment No. 2. The balance of the remaining Unilateral Option Sum for Bounded Area Coverage Additive Alternate is reflected in Exhibit C.7 (Bounded Area Coverage Additive Alternate).

Note 5: Pursuant to Amendment No. Three, effective as of December 19, 2013, (a) Contractor's provision and implementation of certain equipment reflected in Exhibit C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, was moved from Phases 3 and 4 to Phase 1; and (b) Contractor was engaged to provide and implement under Phase 1, certain additional equipment reflected in Exhibit C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, (the equipment described in clauses (a) and (b) is collectively referred to as the "Specified Equipment").

In connection therewith, (i) a Unilateral Option Sum in the amount of \$4,362,681 was moved from Schedules C.4 (Schedule of Payments Phase 3 – Supply LMR System Components) and C.5 (Schedule of Payments Phase 4 – System Implementation) to Exhibit C (Schedule of Payments) to Schedule C.2 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, and thereafter such Unilateral Option Sum was converted to a Contract Sum; and (ii) a Unilateral Option Sum in the amount of \$1,285,230 was added to Schedule 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 6: Pursuant to Amendment No. Four, effective as of December 19, 2013, Contractor was engaged to provide and implement under Phase 1, certain additional equipment and related services reflected in Exhibit C.1 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Four. In connection therewith, a Unilateral Option Sum in the amount of \$1,169,047 was added to Exhibit C.1 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Four, and thereafter such Unilateral Option Sum was converted to a Contract Sum.

Note 7: Pursuant to Amendment No. Five, effective as of March 27, 2014, license coordination fees for the Repeater Sites were reflected in Exhibit C.1 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Five. In connection therewith, a Unilateral Option Sum in the amount of \$20,240 was added to Exhibit C.1 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Five, and thereafter such Unilateral Option Sum was converted to a Contract Sum.

Note 8: Pursuant to Amendment No. Six, effective as of April 17, 2014, the enhancement of LAPDVDC's UPS to accommodate the installation and deployment of Core 2 was reflected in Exhibit C.1 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Six. In connection therewith, a Unilateral Option Sum in the amount of \$68,146 was added to Exhibit C.1 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Six, and thereafter such Unilateral Option Sum was converted to a Contract Sum.

Note 9: Pursuant to Amendment No. Seven, effective as of May 8, 2014, Exhibit C.1 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments) was revised to reflect the costs for the purchase of portable radios, radio accessories, consolettes, and consoles. In connection therewith, a Unilateral Option Sum in the amount of \$5,177,051 was added to Exhibit C.1 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Seven, and thereafter such Unilateral Option Sum was converted to a Contract Sum.

Note 10: Pursuant to Amendment No. Eight, effective as of August 28, 2014, Exhibit C.1 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments) was revised to reflect the costs for the purchase of portable radios and radio accessories. In connection therewith, a Unilateral Option Sum in the amount of \$3,671,006 was added to Exhibit C.1 (Schedule of Payments Phase 1 – System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Eight, and thereafter such Unilateral Option Sum was converted to a Contract Sum.

Note 11: Pursuant to Amendment No. Nine, effective November \_\_\_\_, 2014, the Authority removed 1 LMR System Site for Phases 1 through 4. As such, Credits were realized in the amount of \$646,001. However, the cost for preparing Project Descriptions for 26 potential replacement sites in the amount of \$303,524 was taken from the Credits. The remaining Credit balance of \$342,477 is reserved for use for a future replacement site.

## EXHIBIT C.3 - SCHEDULE OF PAYMENTS

### PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION

| Deliverable/Task/<br>Section No.<br><small>(Exhibit A, Exhibit B, or<br/>Base Document)</small> | Deliverable<br><small>(Refer to Site Development Matrix in Exhibit B for further details on the<br/>capacity and sizes of site components)</small> | Phase 2 Total |  |   |                                    |  |  |                        |  |
|---|--|---------------|--|---|------------------------------------|--|--|------------------------|--|
|   |  | Qty.          | Unilateral Option<br>Sum for Site<br>Construction Only | Unilateral Option<br>Sum Including<br>Project<br>Management | Credits<br><small>(Note 1)</small> | Contract Sum -<br>Payable Amount<br>for Site<br>Construction<br>Only | Contract Sum -<br>Payable Amount<br>Including<br>Project<br>Management | 10% Holdback<br>Amount | Payable<br>Amount Less<br>10% Holdback |
| B.2.2   | Site Construction  |               |  |   |                                    |  |  |                        |  |
| B.2.2.Site 1  | Baldwin Hills  |               | \$ -   | \$ -  | \$ -                               | \$ 434,745   | \$ 564,550   | \$ 56,455              | \$ 508,095                             |
| B.2.2.Site 2  | Black Jack Peak  |               | \$ 1,146,012   | \$ 1,488,186  | \$ -                               | \$ -   | \$ -   | \$ 148,819             | \$ 1,339,368                           |
| B.2.2.Site 3  | Bald Mountain  |               | \$ -   | \$ -  | \$ -                               | \$ 277,959   | \$ 360,951   | \$ 36,095              | \$ 324,856                             |
| B.2.2.Site 4  | Blue Rock  |               | \$ 440,497   | \$ 572,020  | \$ -                               | \$ -   | \$ -   | \$ 57,202              | \$ 514,818                             |
| B.2.2.Site 5  | Burnt Peak   |               | \$ 277,959   | \$ 360,951  | \$ -                               | \$ -   | \$ -   | \$ 36,095              | \$ 324,856                             |
| B.2.2.Site 6  | Beverly Glen   |               | \$ 263,110   | \$ 341,670  | \$ -                               | \$ -   | \$ -   | \$ 34,167              | \$ 307,503                             |
| B.2.2.Site 7  | Compton Court Building   |               | \$ -   | \$ -  | \$ -                               | \$ 438,772   | \$ 569,779   | \$ 56,978              | \$ 512,801                             |
| B.2.2.Site 8  | Century Plaza  |               | \$ 185,134   | \$ 240,411  | \$ -                               | \$ -   | \$ -   | \$ 24,041              | \$ 216,370                             |
| B.2.2.Site 9  | Claremont  |               | \$ -   | \$ -  | \$ -                               | \$ 171,831   | \$ 223,136   | \$ 22,314              | \$ 200,822                             |
| B.2.2.Site 10   | Castro Peak  |               | \$ 475,958   | \$ 618,069  | \$ -                               | \$ -   | \$ -   | \$ 61,807              | \$ 556,262                             |
| B.2.2.Site 11   | Dakin Peak   |               | \$ 620,065   | \$ 805,203  | \$ -                               | \$ -   | \$ -   | \$ 80,520              | \$ 724,682                             |
| B.2.2.Site 12   | El Segundo PD  |               | \$ 361,238   | \$ 469,096  | \$ -                               | \$ -   | \$ -   | \$ 46,910              | \$ 422,186                             |
| B.2.2.Site 13   | Encinal 1 Fire Camp  |               | \$ 469,641   | \$ 609,866  | \$ -                               | \$ -   | \$ -   | \$ 60,987              | \$ 548,879                             |
| B.2.2.Site 14   | Green Mountain   |               | \$ 652,113   | \$ 846,820  | \$ -                               | \$ -   | \$ -   | \$ 84,682              | \$ 762,138                             |
| B.2.2.Site 15   | Hauser Peak  |               | \$ -   | \$ -  | \$ -                               | \$ 608,030   | \$ 789,575   | \$ 78,958              | \$ 710,618                             |
| B.2.2.Site 16   | Johnstone Peak   |               | \$ 475,958   | \$ 618,069  | \$ -                               | \$ -   | \$ -   | \$ 61,807              | \$ 556,262                             |
| B.2.2.Site 17   | FS 28  |               | \$ -   | \$ -  | \$ -                               | \$ 358,453   | \$ 465,480   | \$ 46,548              | \$ 418,932                             |
| B.2.2.Site 18   | FS 56  |               | \$ 358,453   | \$ 465,480  | \$ -                               | \$ -   | \$ -   | \$ 46,548              | \$ 418,932                             |
| B.2.2.Site 19   | FS 71  |               | \$ 402,033   | \$ 522,071  | \$ -                               | \$ -   | \$ -   | \$ 52,207              | \$ 469,864                             |
| B.2.2.Site 20   | FS 72  |               | \$ 496,514   | \$ 644,762  | \$ -                               | \$ -   | \$ -   | \$ 64,476              | \$ 580,286                             |
| B.2.2.Site 21   | FS 77  |               | \$ -   | \$ -  | \$ -                               | \$ 400,104   | \$ 519,566   | \$ 51,957              | \$ 467,610                             |
| B.2.2.Site 22   | LACF84   |               | \$ 260,069   | \$ 337,720  | \$ -                               | \$ -   | \$ -   | \$ 33,772              | \$ 303,948                             |
| B.2.2.Site 23   | FS 91  |               | \$ -   | \$ -  | \$ -                               | \$ 358,453   | \$ 465,480   | \$ 46,548              | \$ 418,932                             |
| B.2.2.Site 24   | FS99   |               | \$ 451,070   | \$ 585,749  | \$ -                               | \$ -   | \$ -   | \$ 58,575              | \$ 527,174                             |
| B.2.2.Site 25   | FS 119   |               | \$ -   | \$ -  | \$ -                               | \$ 400,101   | \$ 519,562   | \$ 51,956              | \$ 467,606                             |
| B.2.2.Site 26   | FS 144   |               | \$ -   | \$ -  | \$ -                               | \$ 380,676   | \$ 494,337   | \$ 49,434              | \$ 444,904                             |
| B.2.2.Site 27   | FS 149   |               | \$ -   | \$ -  | \$ -                               | \$ 358,453   | \$ 465,480   | \$ 46,548              | \$ 418,932                             |
| B.2.2.Site 28   | FS 157   |               | \$ -   | \$ -  | \$ -                               | \$ 442,028   | \$ 574,008   | \$ 57,401              | \$ 516,607                             |
| B.2.2.Site 29   | FS 169   |               | \$ -   | \$ -  | \$ -                               | \$ 358,453   | \$ 465,480   | \$ 46,548              | \$ 418,932                             |
| B.2.2.Site 30   | LACFCP09   |               | \$ 358,453   | \$ 465,480  | \$ -                               | \$ -   | \$ -   | \$ 46,548              | \$ 418,932                             |
| B.2.2.Site 31   | LACFDEL  |               | \$ -   | \$ -  | \$ -                               | \$ 441,981   | \$ 573,948   | \$ 57,395              | \$ 516,553                             |
| B.2.2.Site 32   | LA City Hall   |               | \$ 225,200   | \$ 292,440  | \$ -                               | \$ -   | \$ -   | \$ 29,244              | \$ 263,196                             |
| B.2.2.Site 33   | Lower Blue Ridge   |               | \$ 660,485   | \$ 857,691  | \$ -                               | \$ -   | \$ -   | \$ 85,769              | \$ 771,922                             |
| B.2.2.Site 34   | DWP Sylmar Water Ladder  |               | \$ -   | \$ -  | \$ -                               | \$ 358,453   | \$ 465,480   | \$ 46,548              | \$ 418,932                             |
| B.2.2.Site 35   | Magic Mountain   |               | \$ 476,231   | \$ 618,423  | \$ -                               | \$ -   | \$ -   | \$ 61,842              | \$ 556,580                             |
| B.2.2.Site 36   | Mount Disappointment   |               | \$ 660,485   | \$ 857,691  | \$ -                               | \$ -   | \$ -   | \$ 85,769              | \$ 771,922                             |
| B.2.2.Site 37   | Mount Lee  |               | \$ -   | \$ -  | \$ -                               | \$ 499,969   | \$ 649,249   | \$ 64,925              | \$ 584,324                             |
| B.2.2.Site 38   | Mira Loma Facility   |               | \$ -   | \$ -  | \$ -                               | \$ 571,250   | \$ 741,813   | \$ 74,181              | \$ 667,631                             |
| B.2.2.Site 39   | Mount McDill   |               | \$ 436,219   | \$ 566,464  | \$ -                               | \$ -   | \$ -   | \$ 56,646              | \$ 509,818                             |
| B.2.2.Site 40   | Mount Lukens   |               | \$ 346,967   | \$ 450,563  | \$ -                               | \$ -   | \$ -   | \$ 45,056              | \$ 405,507                             |
| B.2.2.Site 41   | Mt Thom  |               | \$ 489,467   | \$ 635,612  | \$ -                               | \$ -   | \$ -   | \$ 63,561              | \$ 572,051                             |
| B.2.2.Site 42   | Mount Washington   |               | \$ 584,352   | \$ 758,827  | \$ -                               | \$ -   | \$ -   | \$ 75,883              | \$ 682,945                             |
| B.2.2.Site 43   | Monte Vista (Star Center)  |               | \$ -   | \$ -  | \$ -                               | \$ 385,948   | \$ 501,184   | \$ 50,118              | \$ 451,066                             |
| B.2.2.Site 44   | Oat Mountain OAT   |               | \$ 452,961   | \$ 588,205  | \$ -                               | \$ -   | \$ -   | \$ 58,821              | \$ 529,385                             |
| B.2.2.Site 45   | Oat Mountain OMC   |               | \$ 270,939   | \$ 351,836  | \$ -                               | \$ -   | \$ -   | \$ 35,184              | \$ 316,652                             |
| B.2.2.Site 46   | Oat Mountain Nike  |               | \$ -   | \$ -  | \$ -                               | \$ 375,048   | \$ 487,029   | \$ 48,703              | \$ 438,326                             |
| B.2.2.Site 47   | Puente Hills   |               | \$ 313,335   | \$ 406,890  | \$ -                               | \$ -   | \$ -   | \$ 40,689              | \$ 366,201                             |
| B.2.2.Site 48   | Portal Ridge   |               | \$ 549,474   | \$ 713,535  | \$ -                               | \$ -   | \$ -   | \$ 71,353              | \$ 642,181                             |
| B.2.2.Site 49   | Pomona 1620 Hillcrest  |               | \$ -   | \$ -  | \$ -                               | \$ 488,476   | \$ 634,325   | \$ 63,432              | \$ 570,892                             |
| B.2.2.Site 50   | Redondo Beach PD   |               | \$ -   | \$ -  | \$ 337,720                         | \$ -   | \$ -   | \$ -                   | \$ -                                   |
| B.2.2.Site 51   | Rolling Hills Transmit   |               | \$ -   | \$ -  | \$ -                               | \$ 436,288   | \$ 566,554   | \$ 56,655              | \$ 509,899                             |
| B.2.2.Site 52   | Rio Hondo  |               | \$ 305,391   | \$ 396,575  | \$ -                               | \$ -   | \$ -   | \$ 39,657              | \$ 356,917                             |
| B.2.2.Site 53   | Rancho Palos Verde City Hall   |               | \$ 260,069   | \$ 337,720  | \$ -                               | \$ -   | \$ -   | \$ 33,772              | \$ 303,948                             |
| B.2.2.Site 54   | San Augustine  |               | \$ 407,516   | \$ 529,191  | \$ -                               | \$ -   | \$ -   | \$ 52,919              | \$ 476,272                             |
| B.2.2.Site 55   | San Dimas  |               | \$ 549,474   | \$ 713,535  | \$ -                               | \$ -   | \$ -   | \$ 71,353              | \$ 642,181                             |
| B.2.2.Site 56   | Signal Hill  |               | \$ 429,872   | \$ 558,223  | \$ -                               | \$ -   | \$ -   | \$ 55,822              | \$ 502,401                             |
| B.2.2.Site 57   | San Pedro Hill   |               | \$ 473,974   | \$ 615,492  | \$ -                               | \$ -   | \$ -   | \$ 61,549              | \$ 553,943                             |
| B.2.2.Site 58   | Saddle Peak  |               | \$ 478,716   | \$ 621,651  | \$ -                               | \$ -   | \$ -   | \$ 62,165              | \$ 559,486                             |
| B.2.2.Site 59   | Sunset Ridge   |               | \$ 433,020   | \$ 562,310  | \$ -                               | \$ -   | \$ -   | \$ 56,231              | \$ 506,079                             |
| B.2.2.Site 60   | San Vicente Peak   |               | \$ 610,931   | \$ 793,342  | \$ -                               | \$ -   | \$ -   | \$ 79,334              | \$ 714,008                             |
| B.2.2.Site 61   | Southwest Area Station   |               | \$ 470,135   | \$ 610,507  | \$ -                               | \$ -   | \$ -   | \$ 61,051              | \$ 549,456                             |
| B.2.2.Site 62   | Topanga Peak   |               | \$ 560,097   | \$ 727,330  | \$ -                               | \$ -   | \$ -   | \$ 72,733              | \$ 654,597                             |
| B.2.2.Site 63   | Tejon Peak   |               | \$ 540,403   | \$ 701,756  | \$ -                               | \$ -   | \$ -   | \$ 70,176              | \$ 631,580                             |



**EXHIBIT C.3 - SCHEDULE OF PAYMENTS**  
**PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION**

| Deliverable/Task/<br>Section No.<br><i>(Exhibit A, Exhibit B, or<br/>Base Document)</i>                  | Deliverable<br><i>(Refer to Site Development Matrix in Exhibit B for further details on the<br/>capacity and sizes of site components)</i> | Phase 2 Total |  |   |                            |  |  |                        |  |
|--|--|---------------|--|---|----------------------------|--|--|------------------------|--|
|  |  | Qty.          | Unilateral Option<br>Sum for Site<br>Construction Only | Unilateral Option<br>Sum Including<br>Project<br>Management | Credits<br><i>(Note 1)</i> | Contract Sum -<br>Payable Amount<br>for Site<br>Construction<br>Only | Contract Sum -<br>Payable Amount<br>Including<br>Project<br>Management | 10% Holdback<br>Amount | Payable<br>Amount Less<br>10% Holdback |
| B.2.2.Site 64  | Tower Peak   |               | \$ 623,539   | \$ 809,714  | \$ -                       | \$ -   | \$ -   | \$ 80,971              | \$ 728,742                             |
| B.2.2.Site 65  | Verdugo Peak (city)  |               | \$ -   | \$ -  | \$ -                       | \$ 474,506   | \$ 616,184   | \$ 61,618              | \$ 554,565                             |
| B.2.2.Site 66  | Walker Drive   |               | \$ 241,099   | \$ 313,086  | \$ -                       | \$ -   | \$ -   | \$ 31,309              | \$ 281,777                             |
| B.2.2.Site 67  | Whitaker Middle Peak   |               | \$ 278,512   | \$ 361,670  | \$ -                       | \$ -   | \$ -   | \$ 36,167              | \$ 325,503                             |
| B.2.2.Site 68  | 100 Wilshire   |               | \$ 185,718   | \$ 241,169  | \$ -                       | \$ -   | \$ -   | \$ 24,117              | \$ 217,052                             |
| B.2.2.Site 69  | Whitaker Ridge   |               | \$ 262,425   | \$ 340,780  | \$ -                       | \$ -   | \$ -   | \$ 34,078              | \$ 306,702                             |
| B.2.2.Site 70  | 77TH Street Area Complex   |               | \$ -   | \$ -  | \$ -                       | \$ 358,453   | \$ 465,480   | \$ 46,548              | \$ 418,932                             |
| B.2.2.Site 71  | Devonshire Area station  |               | \$ -   | \$ -  | \$ -                       | \$ 358,453   | \$ 465,480   | \$ 46,548              | \$ 418,932                             |
| B.2.2.Site 72  | L A County Fire Command  |               | \$ -   | \$ -  | \$ -                       | \$ 408,177   | \$ 530,049   | \$ 53,005              | \$ 477,044                             |
| B.2.2.Site 73  | Valley Dispatch Center   |               | \$ -   | \$ -  | \$ -                       | \$ 358,453   | \$ 465,480   | \$ 46,548              | \$ 418,932                             |
| <b>Subtotals for Site Construction and Modifications Site Detail</b>                                     |  |               | <b>\$ 20,271,282</b>                                   | <b>\$ 26,323,847</b>  | <b>\$ 337,720</b>          | <b>\$ 10,503,515</b>   | <b>\$ 13,639,636</b>   | <b>\$ 3,996,348</b>    | <b>\$ 35,967,135</b>                   |
|  | Project Management   | Included      | -  | -   | -                          | \$ -   | \$ -   | \$ -                   | \$ -                                   |
| Base.22.3.2  | 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>Total for Phase 2 - Site Construction and Modifications<br/>(including Subtotals for Site Detail)</b> |  |               | <b>\$ 20,271,282</b>                                   | <b>\$ 26,323,847</b>  | <b>\$ 337,720</b>          | <b>\$ 10,503,515</b>   | <b>\$ 14,733,538</b>   | <b>\$ 3,996,348</b>    | <b>\$ 37,061,037</b>                   |

Note 1: Pursuant to Amendment No. Nine, effective November \_\_\_\_, 2014, the Authority removed 1 LMR System Site for Phases 1 through 4. As such, Credits were realized in the amount of \$646,001. However, the cost for preparing Project Descriptions for 26 potential replacement sites in the amount of \$303,524 was taken from the Credits. The remaining Credit balance of \$342,477 is reserved for use for a future replacement site.

**EXHIBIT C.4 - SCHEDULE OF PAYMENTS  
PHASE 3 - SUPPLY LMR SYSTEM COMPONENTS**

| Deliverable / Task / Section No.<br><small>(Exhibit A, Exhibit B, or Base Document)</small> | Deliverable               | Total Unilateral Option Sum for Equipment<br><small>(Note 1)</small> | Equipment Purchase in Phase 1 Credit per Site<br><small>(Note 1)</small> | DTVRS        | ACVRS      | LARTCS     | NMDN       | Microwave  | Credits<br><small>(Note 2)</small> | Total Contract Sum - Total Payable Amount for Equipment | 10% Holdback Amount | Payable Amount Less 10% Holdback |
|---|---------------------------|--|--|--------------|------------|------------|------------|------------|------------------------------------|---|---------------------|----------------------------------|
| B.3.2 to B.3.6  | Equipment Delivery        |  |  |              |            |            |            |            |                                    |   |                     |                                  |
| B.3.2 to B.3.6.Site 1   | Baldwin Hills             | \$   | \$ (1,002,901)   | \$ 1,002,901 | \$ 232,691 | \$ 131,706 | \$ 123,657 | \$ 79,827  | \$ -                               | \$ 567,881  | \$ 56,788           | \$ 511,093                       |
| B.3.2 to B.3.6.Site 2   | Black Jack Peak           | \$ 828,779   | \$ (911,752)   | \$ 917,609   | \$ 198,138 | \$ 515,961 | \$ 80,765  | \$ 28,058  | \$ -                               | \$ -  | \$ 82,878           | \$ 745,902                       |
| B.3.2 to B.3.6.Site 3   | Bald Mountain             | \$ -   | \$ (479,842)   | \$ 482,925   | \$ 92,238  | \$ 425,665 | \$ 45,509  | \$ 36,032  | \$ -                               | \$ 602,527  | \$ 60,253           | \$ 542,274                       |
| B.3.2 to B.3.6.Site 4   | Blue Rock                 | \$ 689,729   | \$ -   | \$ 40,629    | \$ 92,357  | \$ 426,740 | \$ 80,765  | \$ 49,237  | \$ -                               | \$ -  | \$ 68,973           | \$ 620,756                       |
| B.3.2 to B.3.6.Site 5   | Burnt Peak                | \$ 770,548   | \$ -   | \$ 174,617   | \$ 92,019  | \$ 425,426 | \$ 45,188  | \$ 33,297  | \$ -                               | \$ -  | \$ 77,055           | \$ 693,493                       |
| B.3.2 to B.3.6.Site 6   | Beverly Glen              | \$ 1,074,359   | \$ -   | \$ 546,877   | \$ 165,584 | \$ 289,171 | \$ 45,010  | \$ 27,717  | \$ -                               | \$ -  | \$ 107,436          | \$ 966,923                       |
| B.3.2 to B.3.6.Site 7   | Compton Court Building    | \$ -   | \$ (479,318)   | \$ 482,397   | \$ 232,114 | \$ -       | \$ -       | \$ 36,176  | \$ -                               | \$ 271,369  | \$ 27,137           | \$ 244,232                       |
| B.3.2 to B.3.6.Site 8   | Century Plaza             | \$ 316,876   | \$ -   | \$ -         | \$ 165,754 | \$ 84,008  | \$ -       | \$ 67,114  | \$ -                               | \$ -  | \$ 31,688           | \$ 285,188                       |
| B.3.2 to B.3.6.Site 9   | Claremont                 | \$ -   | \$ -   | \$ -         | \$ 205,482 | \$ 79,880  | \$ 45,667  | \$ 30,252  | \$ -                               | \$ 361,282  | \$ 36,128           | \$ 325,154                       |
| B.3.2 to B.3.6.Site 10  | Castro Peak               | \$ 728,811   | \$ (544,635)   | \$ 548,133   | \$ 166,212 | \$ 426,740 | \$ 80,765  | \$ 51,596  | \$ -                               | \$ -  | \$ 72,881           | \$ 655,930                       |
| B.3.2 to B.3.6.Site 11  | Dakin Peak                | \$ 1,230,281   | \$ -   | \$ 483,521   | \$ 198,377 | \$ 427,813 | \$ 80,964  | \$ 39,606  | \$ -                               | \$ -  | \$ 123,028          | \$ 1,107,253                     |
| B.3.2 to B.3.6.Site 12  | El Segundo PD             | \$ 209,616   | \$ -   | \$ 176,055   | \$ -       | \$ -       | \$ -       | \$ 33,561  | \$ -                               | \$ -  | \$ 20,962           | \$ 188,654                       |
| B.3.2 to B.3.6.Site 13  | Encinal 1 (Fire Camp)     | \$ 394,379   | \$ -   | \$ 241,403   | \$ -       | \$ 79,904  | \$ 45,708  | \$ 27,363  | \$ -                               | \$ -  | \$ 39,438           | \$ 354,941                       |
| B.3.2 to B.3.6.Site 14  | Green Mountain            | \$ 1,250,923   | \$ -   | \$ 548,133   | \$ 166,212 | \$ 426,740 | \$ 45,708  | \$ 64,131  | \$ -                               | \$ -  | \$ 125,092          | \$ 1,125,831                     |
| B.3.2 to B.3.6.Site 15  | Hauser Peak               | \$ -   | \$ (911,455)   | \$ 917,311   | \$ 87,105  | \$ 604,107 | \$ 80,566  | \$ 46,752  | \$ -                               | \$ 824,385  | \$ 82,438           | \$ 741,946                       |
| B.3.2 to B.3.6.Site 16  | Johnstone Peak            | \$ 802,712   | \$ (480,139)   | \$ 483,223   | \$ 205,519 | \$ 426,740 | \$ 123,657 | \$ 43,712  | \$ -                               | \$ -  | \$ 80,271           | \$ 722,441                       |
| B.3.2 to B.3.6.Site 17  | FS 28                     | \$ -   | \$ -   | \$ 176,055   | \$ -       | \$ -       | \$ -       | \$ 39,603  | \$ -                               | \$ 215,658  | \$ 21,566           | \$ 194,092                       |
| B.3.2 to B.3.6.Site 18  | FS 56                     | \$ 204,397   | \$ -   | \$ 176,055   | \$ -       | \$ -       | \$ -       | \$ 28,341  | \$ -                               | \$ -  | \$ 20,440           | \$ 183,957                       |
| B.3.2 to B.3.6.Site 19  | FS 71                     | \$ 314,877   | \$ -   | \$ -         | \$ 197,263 | \$ 87,218  | \$ -       | \$ 30,396  | \$ -                               | \$ -  | \$ 31,488           | \$ 283,389                       |
| B.3.2 to B.3.6.Site 20  | FS 72                     | \$ 825,571   | \$ -   | \$ 546,319   | \$ 165,304 | \$ 87,051  | \$ -       | \$ 26,897  | \$ -                               | \$ -  | \$ 82,557           | \$ 743,014                       |
| B.3.2 to B.3.6.Site 21  | FS 77                     | \$ -   | \$ -   | \$ 868,772   | \$ -       | \$ 253,795 | \$ -       | \$ 26,513  | \$ -                               | \$ 1,149,080  | \$ 114,908          | \$ 1,034,172                     |
| B.3.2 to B.3.6.Site 22  | FS 84                     | \$ 215,389   | \$ -   | \$ 176,254   | \$ -       | \$ -       | \$ -       | \$ 39,134  | \$ -                               | \$ -  | \$ 21,539           | \$ 193,850                       |
| B.3.2 to B.3.6.Site 23  | FS 91                     | \$ -   | \$ -   | \$ 176,055   | \$ -       | \$ -       | \$ -       | \$ -       | \$ -                               | \$ 176,055  | \$ 17,606           | \$ 158,450                       |
| B.3.2 to B.3.6.Site 24  | FS 99                     | \$ 823,549   | \$ -   | \$ 546,820   | \$ 197,263 | \$ 79,467  | \$ -       | \$ -       | \$ -                               | \$ -  | \$ 82,355           | \$ 741,194                       |
| B.3.2 to B.3.6.Site 25  | FS 119                    | \$ -   | \$ -   | \$ 176,055   | \$ -       | \$ -       | \$ -       | \$ 38,033  | \$ -                               | \$ 214,089  | \$ 21,409           | \$ 192,680                       |
| B.3.2 to B.3.6.Site 26  | FS 144                    | \$ -   | \$ -   | \$ 240,747   | \$ -       | \$ -       | \$ -       | \$ -       | \$ -                               | \$ 240,747  | \$ 24,075           | \$ 216,672                       |
| B.3.2 to B.3.6.Site 27  | FS 149                    | \$ -   | \$ -   | \$ -         | \$ -       | \$ 79,467  | \$ -       | \$ 38,070  | \$ -                               | \$ 117,537  | \$ 11,754           | \$ 105,783                       |
| B.3.2 to B.3.6.Site 28  | FS 157                    | \$ -   | \$ -   | \$ -         | \$ -       | \$ 422,800 | \$ -       | \$ -       | \$ -                               | \$ 422,800  | \$ 42,280           | \$ 380,520                       |
| B.3.2 to B.3.6.Site 29  | FS 169                    | \$ -   | \$ -   | \$ 176,055   | \$ -       | \$ -       | \$ -       | \$ 43,429  | \$ -                               | \$ 219,485  | \$ 21,948           | \$ 197,536                       |
| B.3.2 to B.3.6.Site 30  | CP 9                      | \$ 277,272   | \$ -   | \$ -         | \$ 91,920  | \$ 79,467  | \$ -       | \$ 105,886 | \$ -                               | \$ -  | \$ 27,727           | \$ 249,545                       |
| B.3.2 to B.3.6.Site 31  | Del Valle Training        | \$ -   | \$ -   | \$ 372,867   | \$ 91,920  | \$ 164,574 | \$ -       | \$ 32,590  | \$ -                               | \$ 661,951  | \$ 66,195           | \$ 595,756                       |
| B.3.2 to B.3.6.Site 32  | LA City Hall              | \$ 115,658   | \$ (547,158)   | \$ 547,158   | \$ 66,058  | \$ -       | \$ -       | \$ 49,600  | \$ -                               | \$ -  | \$ 11,566           | \$ 104,092                       |
| B.3.2 to B.3.6.Site 33  | Lower Blue Ridge          | \$ 877,470   | \$ -   | \$ 40,629    | \$ 241,077 | \$ 426,740 | \$ 123,657 | \$ 45,368  | \$ -                               | \$ -  | \$ 87,747           | \$ 789,723                       |
| B.3.2 to B.3.6.Site 34  | DWP Sylmar Water Ladder   | \$ -   | \$ -   | \$ 176,055   | \$ -       | \$ 79,467  | \$ -       | \$ 27,849  | \$ -                               | \$ 283,372  | \$ 28,337           | \$ 255,034                       |
| B.3.2 to B.3.6.Site 35  | Magic Mountain            | \$ 825,613   | \$ -   | \$ 40,629    | \$ 223,295 | \$ 426,740 | \$ 45,708  | \$ 89,241  | \$ -                               | \$ -  | \$ 82,561           | \$ 743,052                       |
| B.3.2 to B.3.6.Site 36  | Mount Disappointment      | \$ 790,099   | \$ (544,635)   | \$ 548,133   | \$ 205,519 | \$ 426,740 | \$ 123,657 | \$ 30,685  | \$ -                               | \$ -  | \$ 79,010           | \$ 711,089                       |
| B.3.2 to B.3.6.Site 37  | Mount Lee                 | \$ -   | \$ (548,133)   | \$ 548,133   | \$ 262,589 | \$ 391,402 | \$ 123,657 | \$ 29,482  | \$ -                               | \$ 807,129  | \$ 80,713           | \$ 726,416                       |
| B.3.2 to B.3.6.Site 38  | Mira Loma Facility        | \$ -   | \$ (911,752)   | \$ 917,609   | \$ 205,383 | \$ -       | \$ 45,708  | \$ 31,324  | \$ -                               | \$ 288,273  | \$ 28,827           | \$ 259,445                       |
| B.3.2 to B.3.6.Site 39  | Mount McDill              | \$ 439,393   | \$ (480,139)   | \$ 483,223   | \$ -       | \$ 295,046 | \$ 80,765  | \$ 60,498  | \$ -                               | \$ -  | \$ 43,939           | \$ 395,454                       |
| B.3.2 to B.3.6.Site 40  | Mount Lukens              | \$ 935,119   | \$ (547,298)   | \$ 547,298   | \$ 314,235 | \$ 424,232 | \$ 123,192 | \$ 73,460  | \$ -                               | \$ -  | \$ 93,512           | \$ 841,607                       |
| B.3.2 to B.3.6.Site 41  | Mount Thom                | \$ 804,736   | \$ -   | \$ 696,171   | \$ -       | \$ -       | \$ 80,765  | \$ 27,801  | \$ -                               | \$ -  | \$ 80,474           | \$ 724,263                       |
| B.3.2 to B.3.6.Site 42  | Mount Washington          | \$ 306,208   | \$ -   | \$ -         | \$ 198,138 | \$ -       | \$ 45,708  | \$ 62,362  | \$ -                               | \$ -  | \$ 30,621           | \$ 275,587                       |
| B.3.2 to B.3.6.Site 43  | Monte Vista (Star Center) | \$ -   | \$ (482,444)   | \$ 482,444   | \$ 354,930 | \$ -       | \$ 80,245  | \$ 30,352  | \$ -                               | \$ 465,528  | \$ 46,553           | \$ 418,975                       |
| B.3.2 to B.3.6.Site 44  | Oat Mountain OAT          | \$ 81,295  | \$ (175,367)   | \$ 176,493   | \$ -       | \$ -       | \$ -       | \$ 80,168  | \$ -                               | \$ -  | \$ 8,129            | \$ 73,165                        |
| B.3.2 to B.3.6.Site 45  | Oat Mountain OMC          | \$ 854,894   | \$ -   | \$ 176,490   | \$ 92,354  | \$ 426,709 | \$ 123,651 | \$ 35,691  | \$ -                               | \$ -  | \$ 85,489           | \$ 769,405                       |
| B.3.2 to B.3.6.Site 46  | Oat Mountain Nike         | \$ -   | \$ -   | \$ 203,799   | \$ -       | \$ -       | \$ -       | \$ 27,471  | \$ -                               | \$ 231,270  | \$ 23,127           | \$ 208,143                       |
| B.3.2 to B.3.6.Site 47  | Puente Hills              | \$ 922,240   | \$ (479,842)   | \$ 482,925   | \$ 355,603 | \$ 485,146 | \$ 45,509  | \$ 32,899  | \$ -                               | \$ -  | \$ 92,224           | \$ 830,016                       |
| B.3.2 to B.3.6.Site 48  | Portal Ridge              | \$ 327,945   | \$ (480,139)   | \$ 483,223   | \$ 92,357  | \$ 132,679 | \$ 45,708  | \$ 54,116  | \$ -                               | \$ -  | \$ 32,795           | \$ 295,151                       |
| B.3.2 to B.3.6.Site 49  | Pomona 1620 Hillcrest     | \$ -   | \$ -   | \$ 483,223   | \$ -       | \$ -       | \$ 45,708  | \$ 32,929  | \$ -                               | \$ 561,860  | \$ 56,186           | \$ 505,674                       |

**EXHIBIT C.4 - SCHEDULE OF PAYMENTS  
PHASE 3 - SUPPLY LMR SYSTEM COMPONENTS**

| Deliverable / Task / Section No.<br>(Exhibit A, Exhibit B, or Base Document) | Deliverable  | Total Unilateral Option Sum for Equipment<br>(Note 1) | Equipment Purchase in Phase 1 Credit per Site<br>(Note 1) | DTVRS                | ACVRS               | LARTCS               | NMDN                | Microwave           | Credits<br>(Note 2) | Total Contract Sum - Total Payable Amount for Equipment | 10% Holdback Amount | Payable Amount Less 10% Holdback |            |
|--|--|---|---|----------------------|---------------------|----------------------|---------------------|---------------------|---------------------|---|---------------------|----------------------------------|------------|
| B.3.2 to B.3.6.Site 50   | Redondo Beach PD   | \$ -  | \$ -  | \$ -                 | \$ -                | \$ -                 | \$ -                | \$ -                | \$ 212,620          | \$ -  | \$ -                | \$ -                             |            |
| B.3.2 to B.3.6.Site 51   | Rolling Hills Transmit   | \$ -  | \$ (911,752)  | \$ 917,609           | \$ 237,432          | \$ -                 | \$ -                | \$ 123,657          | \$ 28,417           | \$ -  | \$ 395,364          | \$ 39,536                        | \$ 355,827 |
| B.3.2 to B.3.6.Site 52   | Rio Hondo  | \$ 612,387  | \$ (911,455)  | \$ 917,311           | \$ 383,845          | \$ 109,525           | \$ 80,566           | \$ 32,596           | \$ -                | \$ -  | \$ 61,239           | \$ 551,148                       |            |
| B.3.2 to B.3.6.Site 53   | Rancho Palos Verde City Hall   | \$ 213,859  | \$ -  | \$ 176,055           | \$ -                | \$ -                 | \$ -                | \$ 37,803           | \$ -                | \$ -  | \$ 21,386           | \$ 192,473                       |            |
| B.3.2 to B.3.6.Site 54   | San Augustine  | \$ 862,212  | \$ -  | \$ 548,133           | \$ 205,519          | \$ -                 | \$ 80,765           | \$ 27,795           | \$ -                | \$ -  | \$ 86,221           | \$ 775,991                       |            |
| B.3.2 to B.3.6.Site 55   | San Dimas  | \$ 334,736  | \$ (480,139)  | \$ 483,223           | \$ 205,519          | \$ -                 | \$ 80,765           | \$ 45,368           | \$ -                | \$ -  | \$ 33,474           | \$ 301,262                       |            |
| B.3.2 to B.3.6.Site 56   | Signal Hill  | \$ 815,924  | \$ -  | \$ 483,223           | \$ 289,775          | \$ -                 | \$ -                | \$ 42,926           | \$ -                | \$ -  | \$ 81,592           | \$ 734,331                       |            |
| B.3.2 to B.3.6.Site 57   | San Pedro Hill   | \$ 1,039,983  | \$ -  | \$ 483,223           | \$ 356,021          | \$ 171,476           | \$ -                | \$ 29,263           | \$ -                | \$ -  | \$ 103,998          | \$ 935,984                       |            |
| B.3.2 to B.3.6.Site 58   | Saddle Peak  | \$ 1,284,413  | \$ -  | \$ 548,133           | \$ 198,138          | \$ 426,740           | \$ 80,765           | \$ 30,636           | \$ -                | \$ -  | \$ 128,441          | \$ 1,155,971                     |            |
| B.3.2 to B.3.6.Site 59   | Sunset Ridge   | \$ 793,544  | \$ -  | \$ -                 | \$ 205,228          | \$ 428,999           | \$ 123,333          | \$ 35,984           | \$ -                | \$ -  | \$ 79,354           | \$ 714,189                       |            |
| B.3.2 to B.3.6.Site 60   | San Vicente Peak   | \$ 1,036,887  | \$ -  | \$ 548,133           | \$ 166,212          | \$ 210,547           | \$ 80,765           | \$ 31,230           | \$ -                | \$ -  | \$ 103,689          | \$ 933,198                       |            |
| B.3.2 to B.3.6.Site 61   | Southwest Area Station   | \$ 162,316  | \$ -  | \$ -                 | \$ -                | \$ -                 | \$ -                | \$ 162,316          | \$ -                | \$ -  | \$ 16,232           | \$ 146,085                       |            |
| B.3.2 to B.3.6.Site 62   | Topanga Peak   | \$ 1,203,027  | \$ -  | \$ 1,002,901         | \$ -                | \$ 79,904            | \$ 80,765           | \$ 39,457           | \$ -                | \$ -  | \$ 120,303          | \$ 1,082,725                     |            |
| B.3.2 to B.3.6.Site 63   | Tejon Peak   | \$ 219,249  | \$ (480,139)  | \$ 483,223           | \$ 92,357           | \$ -                 | \$ 80,765           | \$ 43,042           | \$ -                | \$ -  | \$ 21,925           | \$ 197,324                       |            |
| B.3.2 to B.3.6.Site 64   | Tower Peak   | \$ 707,395  | \$ (479,365)  | \$ 482,444           | \$ 197,515          | \$ 423,935           | \$ 45,189           | \$ 37,676           | \$ -                | \$ -  | \$ 70,739           | \$ 636,655                       |            |
| B.3.2 to B.3.6.Site 65   | Verdugo Peak (city)  | \$ -  | \$ (522,426)  | \$ 546,881           | \$ 222,460          | \$ 79,487            | \$ 122,961          | \$ 39,625           | \$ -                | \$ 488,989  | \$ 48,899           | \$ 440,090                       |            |
| B.3.2 to B.3.6.Site 66   | Walker Drive   | \$ 742,588  | \$ -  | \$ 547,379           | \$ 165,834          | \$ -                 | \$ -                | \$ 29,375           | \$ -                | \$ -  | \$ 74,259           | \$ 668,329                       |            |
| B.3.2 to B.3.6.Site 67   | Whittaker Middle Peak  | \$ 602,173  | \$ (479,332)  | \$ 482,412           | \$ 92,033           | \$ 423,818           | \$ 45,167           | \$ 38,076           | \$ -                | \$ -  | \$ 60,217           | \$ 541,955                       |            |
| B.3.2 to B.3.6.Site 68   | 100 Wilshire   | \$ 272,892  | \$ -  | \$ -                 | \$ 197,561          | \$ -                 | \$ -                | \$ 75,330           | \$ -                | \$ -  | \$ 27,289           | \$ 245,602                       |            |
| B.3.2 to B.3.6.Site 69   | Whittaker Ridge  | \$ 410,870  | \$ (479,332)  | \$ 482,412           | \$ 205,032          | \$ 79,580            | \$ 80,224           | \$ 42,956           | \$ -                | \$ -  | \$ 41,087           | \$ 369,783                       |            |
| B.3.2 to B.3.6.Site 70   | 77TH Street Area Complex   | \$ -  | \$ -  | \$ -                 | \$ -                | \$ -                 | \$ -                | \$ 37,945           | \$ -                | \$ 37,945   | \$ 3,794            | \$ 34,150                        |            |
| B.3.2 to B.3.6.Site 71   | Devonshire Area station  | \$ -  | \$ -  | \$ -                 | \$ -                | \$ -                 | \$ -                | \$ 35,877           | \$ -                | \$ 35,877   | \$ 3,588            | \$ 32,289                        |            |
| B.3.2 to B.3.6.Site 72   | L.A. County Fire Command   | \$ -  | \$ (544,635)  | \$ 548,133           | \$ 198,138          | \$ 14,711            | \$ -                | \$ 67,617           | \$ -                | \$ 283,966  | \$ 28,397           | \$ 255,569                       |            |
| B.3.2 to B.3.6.Site 73   | Valley Dispatch Center   | \$ -  | \$ -  | \$ -                 | \$ -                | \$ 14,711            | \$ -                | \$ 37,705           | \$ -                | \$ 52,416   | \$ 5,242            | \$ 47,174                        |            |
| B.3.2 to B.3.6.Site 74   | FCCF Core  | \$ 41,568   | \$ -  | \$ -                 | \$ -                | \$ -                 | \$ -                | \$ 41,568           | \$ -                | \$ -  | \$ 4,157            | \$ 37,412                        |            |
| B.3.2 to B.3.6.Site 75   | LAPDVDC Core   | \$ 41,568   | \$ -  | \$ -                 | \$ -                | \$ -                 | \$ -                | \$ 41,568           | \$ -                | \$ -  | \$ 4,157            | \$ 37,412                        |            |
| <b>Site Equipment Subtotal</b>   |  | <b>\$ 29,636,329</b>                                  | <b>\$ (15,295,522)</b>                                    | <b>\$ 27,392,259</b> | <b>\$ 9,273,631</b> | <b>\$ 12,002,773</b> | <b>\$ 3,163,247</b> | <b>\$ 3,076,771</b> | <b>\$ 212,620</b>   | <b>\$ 9,976,831</b>                                     | <b>\$ 3,961,316</b> | <b>\$ 35,651,844</b>             |            |
| B.3.7  | Consoles for LARTCS  | \$ 502,275  | \$ -  | \$ -                 | \$ -                | \$ -                 | \$ -                | \$ -                | \$ -                | \$ -  | \$ 50,228           | \$ 452,048                       |            |
| B.3.8  | Logging Recorder   | \$ 1,576,467  | \$ -  | \$ -                 | \$ -                | \$ -                 | \$ -                | \$ -                | \$ -                | \$ -  | \$ 157,647          | \$ 1,418,820                     |            |
| B.3.9  | System Management and Monitoring Subsystem                               | \$ 445,681  | \$ -  | \$ -                 | \$ -                | \$ -                 | \$ -                | \$ -                | \$ -                | \$ -  | \$ 44,568           | \$ 401,113                       |            |
| B.1.6  | FCC Licensing  | \$ 284,041  | \$ -  | \$ -                 | \$ -                | \$ -                 | \$ -                | \$ -                | \$ -                | \$ -  | \$ 28,404           | \$ 255,636                       |            |
| 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.ACVR  | 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                       |            |
| 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          | \$ 2,210,965                     |            |
|  | 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>\$ 39,101,828</b>                                  | <b>\$ (15,295,522)</b>                                    | <b>\$ 27,392,259</b> | <b>\$ 9,273,631</b> | <b>\$ 12,002,773</b> | <b>\$ 3,163,247</b> | <b>\$ 3,076,771</b> | <b>\$ 212,620</b>   | <b>\$ 10,891,563</b>                                    | <b>\$ 4,907,866</b> | <b>\$ 45,085,525</b>             |            |

**EXHIBIT C.4 - SCHEDULE OF PAYMENTS  
PHASE 3 - SUPPLY LMR SYSTEM COMPONENTS**

| Deliverable / Task /<br>Section No.<br><i>(Exhibit A, Exhibit B, or Base Document)</i> | Deliverable | Total Unilateral<br>Option Sum for<br>Equipment <sup>(Note 1)</sup> | Equipment<br>Purchase in<br>Phase 1<br>Credit per<br>Site <sup>(Note 1)</sup> | DTVRS | ACVRS | LARTCS | NMDN | Microwave | Credits<br><sup>(Note 2)</sup> | Total Contract<br>Sum - Total<br>Payable Amount<br>for Equipment | 10% Holdback<br>Amount | Payable Amount<br>Less 10%<br>Holdback |
|--|-------------|---|---|-------|-------|--------|------|-----------|--------------------------------|--|------------------------|--|
|--|-------------|---|---|-------|-------|--------|------|-----------|--------------------------------|--|------------------------|--|

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 \_\_, 2014, the Authority removed 1 LMR System Site for Phases 1 through 4. As such, Credits were realized in the amount of \$646,001. However, the cost for preparing Project Descriptions for 26 potential replacement sites in the amount of \$303,524 was taken from the Credits. The remaining Credit balance of \$342,477 is reserved for use for a future replacement site.

**EXHIBIT C.5 - SCHEDULE OF PAYMENTS  
PHASE 4 - LMR SYSTEM IMPLEMENTATION**

| Deliverable/Task /Section No.<br><i>(Exhibit A, Exhibit B, or Base Document)</i> | Deliverable                       | Phase 4 Total |  |   |                             |  |   |                     |                                  |
|--|-----------------------------------|---------------|--|---|-----------------------------|--|---|---------------------|----------------------------------|
|  |                                   | Qty.          | Unilateral Option Sum for Site Installation Only | Unilateral Option Sum for Acceptance Including Project Management <sup>(Note 1)</sup> | Credits <sup>(Note 2)</sup> | Contract Sum - Payable Amount for Site Installation Only | Contract Sum - Payable Amount for Acceptance Including Project Management | 10% Holdback Amount | Payable Amount Less 10% Holdback |
| B.4.2.2  | Site Installation Test Acceptance |               |  |   |                             |  |   |                     |                                  |
| B.4.2.2.Site 1   | Baldwin Hills                     |               | \$ -   | \$ -  | -                           | \$ 176,002   | \$ 383,572  | \$ 38,357           | \$ 345,215                       |
| B.4.2.2.Site 2   | Black Jack Peak                   |               | \$ 224,415                                       | \$ 489,081  | -                           | \$ -   | \$ -  | \$ 48,908           | \$ 440,173                       |
| B.4.2.2.Site 3   | Bald Mountain                     |               | \$ -   | \$ -  | -                           | \$ 183,999   | \$ 401,000  | \$ 40,100           | \$ 360,900                       |
| B.4.2.2.Site 4   | Blue Rock                         |               | \$ 184,527                                       | \$ 402,151  | -                           | \$ -   | \$ -  | \$ 40,215           | \$ 361,935                       |
| B.4.2.2.Site 5   | Burnt Peak                        |               | \$ 178,515                                       | \$ 389,050  | -                           | \$ -   | \$ -  | \$ 38,905           | \$ 350,145                       |
| B.4.2.2.Site 6   | Beverly Glen                      |               | \$ 115,889                                       | \$ 252,564  | -                           | \$ -   | \$ -  | \$ 25,256           | \$ 227,307                       |
| B.4.2.2.Site 7   | Compton Court Building            |               | \$ -   | \$ -  | -                           | \$ 96,255  | \$ 209,775  | \$ 20,978           | \$ 188,798                       |
| B.4.2.2.Site 8   | Century Plaza                     |               | \$ 96,473  | \$ 210,249  | -                           | \$ -   | \$ -  | \$ 21,025           | \$ 189,224                       |
| B.4.2.2.Site 9   | Claremont                         |               | \$ -   | \$ -  | -                           | \$ 73,209  | \$ 159,548  | \$ 15,955           | \$ 143,594                       |
| B.4.2.2.Site 10  | Castro Peak                       |               | \$ 193,987                                       | \$ 422,769  | -                           | \$ -   | \$ -  | \$ 42,277           | \$ 380,492                       |
| B.4.2.2.Site 11  | Dakin Peak                        |               | \$ 200,523                                       | \$ 437,013  | -                           | \$ -   | \$ -  | \$ 43,701           | \$ 393,312                       |
| B.4.2.2.Site 12  | El Segundo PD                     |               | \$ 59,204  | \$ 129,027  | \$ -                        | \$ -   | \$ -  | \$ 12,903           | \$ 116,125                       |
| B.4.2.2.Site 13  | Encinal 1 (Fire Camp)             |               | \$ 86,186  | \$ 187,832  | -                           | \$ -   | \$ -  | \$ 18,783           | \$ 169,048                       |
| B.4.2.2.Site 14  | Green Mountain                    |               | \$ 203,689                                       | \$ 443,912  | -                           | \$ -   | \$ -  | \$ 44,391           | \$ 399,521                       |
| B.4.2.2.Site 15  | Hauser Peak                       |               | \$ -   | \$ -  | -                           | \$ 197,139   | \$ 429,638  | \$ 42,964           | \$ 386,675                       |
| B.4.2.2.Site 16  | Johnstone Peak                    |               | \$ 197,335                                       | \$ 430,065  | -                           | \$ -   | \$ -  | \$ 43,006           | \$ 387,058                       |
| B.4.2.2.Site 17  | FS 28                             |               | \$ -   | \$ -  | -                           | \$ 45,737  | \$ 99,678   | \$ 9,968            | \$ 89,710                        |
| B.4.2.2.Site 18  | FS 56                             |               | \$ 42,234  | \$ 92,042   | -                           | \$ -   | \$ -  | \$ 9,204            | \$ 82,838                        |
| B.4.2.2.Site 19  | FS 71                             |               | \$ 61,450  | \$ 133,923  | \$ -                        | \$ -   | \$ -  | \$ 13,392           | \$ 120,531                       |
| B.4.2.2.Site 20  | FS 72                             |               | \$ 86,847  | \$ 189,270  | -                           | \$ -   | \$ -  | \$ 18,927           | \$ 170,343                       |
| B.4.2.2.Site 21  | FS 77                             |               | \$ -   | \$ -  | -                           | \$ 78,351  | \$ 170,756  | \$ 17,076           | \$ 153,680                       |
| B.4.2.2.Site 22  | FS 84                             |               | \$ 39,527  | \$ 86,144   | \$ -                        | \$ -   | \$ -  | \$ 8,614            | \$ 77,530                        |
| B.4.2.2.Site 23  | FS 91                             |               | \$ -   | \$ -  | -                           | \$ 42,234  | \$ 92,042   | \$ 9,204            | \$ 82,838                        |
| B.4.2.2.Site 24  | FS 99                             |               | \$ 87,347  | \$ 190,361  | \$ -                        | \$ -   | \$ -  | \$ 19,036           | \$ 171,325                       |
| B.4.2.2.Site 25  | FS 119                            |               | \$ -   | \$ -  | -                           | \$ 42,234  | \$ 92,042   | \$ 9,204            | \$ 82,838                        |
| B.4.2.2.Site 26  | FS 144                            |               | \$ -   | \$ -  | -                           | \$ 50,009  | \$ 108,988  | \$ 10,899           | \$ 98,090                        |
| B.4.2.2.Site 27  | FS 149                            |               | \$ -   | \$ -  | -                           | \$ 39,358  | \$ 85,776   | \$ 8,578            | \$ 77,198                        |
| B.4.2.2.Site 28  | FS 157                            |               | \$ -   | \$ -  | -                           | \$ 89,840  | \$ 195,795  | \$ 19,579           | \$ 176,215                       |
| B.4.2.2.Site 29  | FS 169                            |               | \$ -   | \$ -  | -                           | \$ 42,234  | \$ 92,042   | \$ 9,204            | \$ 82,838                        |
| B.4.2.2.Site 30  | CP 9                              |               | \$ 51,893  | \$ 113,093  | \$ -                        | \$ -   | \$ -  | \$ 11,309           | \$ 101,783                       |
| B.4.2.2.Site 31  | Del Valle Training                |               | \$ -   | \$ -  | -                           | \$ 68,482  | \$ 149,247  | \$ 14,925           | \$ 134,323                       |
| B.4.2.2.Site 32  | LA City Hall                      |               | \$ 102,929                                       | \$ 224,320  | \$ -                        | \$ -   | \$ -  | \$ 22,432           | \$ 201,888                       |
| B.4.2.2.Site 33  | Lower Blue Ridge                  |               | \$ 210,218                                       | \$ 458,142  | -                           | \$ -   | \$ -  | \$ 45,814           | \$ 412,328                       |
| B.4.2.2.Site 34  | DWP Sylmar Water Ladder           |               | \$ -   | \$ -  | -                           | \$ 45,519  | \$ 99,202   | \$ 9,920            | \$ 89,281                        |
| B.4.2.2.Site 35  | Magic Mountain                    |               | \$ 217,931                                       | \$ 474,952  | -                           | \$ -   | \$ -  | \$ 47,495           | \$ 427,457                       |
| B.4.2.2.Site 36  | Mount Disappointment              |               | \$ 210,952                                       | \$ 459,740  | -                           | \$ -   | \$ -  | \$ 45,974           | \$ 413,766                       |
| B.4.2.2.Site 37  | Mount Lee                         |               | \$ -   | \$ -  | -                           | \$ 225,470   | \$ 491,382  | \$ 49,138           | \$ 442,244                       |
| B.4.2.2.Site 38  | Mira Loma Facility                |               | \$ -   | \$ -  | -                           | \$ 112,343   | \$ 244,837  | \$ 24,484           | \$ 220,353                       |
| B.4.2.2.Site 39  | Mount McDill                      |               | \$ 172,391                                       | \$ 375,702  | -                           | \$ -   | \$ -  | \$ 37,570           | \$ 338,132                       |
| B.4.2.2.Site 40  | Mount Lukens                      |               | \$ 214,060                                       | \$ 466,514  | -                           | \$ -   | \$ -  | \$ 46,651           | \$ 419,863                       |

**EXHIBIT C.5 - SCHEDULE OF PAYMENTS  
PHASE 4 - LMR SYSTEM IMPLEMENTATION**

| Deliverable/Task /Section No.<br><small>(Exhibit A, Exhibit B, or Base Document)</small> | Deliverable                                  | Phase 4 Total |  |   |                                 |  |   |                     |                                  |
|--|--|---------------|--|---|---------------------------------|--|---|---------------------|----------------------------------|
|  |  | Qty.          | Unilateral Option Sum for Site Installation Only | Unilateral Option Sum for Acceptance Including Project Management <small>(Note 1)</small> | Credits <small>(Note 2)</small> | Contract Sum - Payable Amount for Site Installation Only | Contract Sum - Payable Amount for Acceptance Including Project Management | 10% Holdback Amount | Payable Amount Less 10% Holdback |
| B.4.2.2.Site 41  | Mount Thom                                   |               | \$ 94,813  | \$ 206,631  | \$ -                            | \$ -   | \$ -  | \$ 20,663           | \$ 185,968                       |
| B.4.2.2.Site 42  | Mount Washington                             |               | \$ 109,417                                       | \$ 238,458  | -                               | \$ -   | \$ -  | \$ 23,846           | \$ 214,612                       |
| B.4.2.2.Site 43  | Monte Vista (Star Center)                    |               | \$ -   | \$ -  | -                               | \$ 99,553  | \$ 216,962  | \$ 21,696           | \$ 195,266                       |
| B.4.2.2.Site 44  | Oat Mountain OAT                             |               | \$ 78,416  | \$ 170,897  | -                               | \$ -   | \$ -  | \$ 17,090           | \$ 153,807                       |
| B.4.2.2.Site 45  | Oat Mountain OMC                             |               | \$ 163,088                                       | \$ 355,427  | -                               | \$ -   | \$ -  | \$ 35,543           | \$ 319,885                       |
| B.4.2.2.Site 46  | Oat Mountain Nike                            |               | \$ -   | \$ -  | -                               | \$ 99,110  | \$ 215,997  | \$ 21,600           | \$ 194,397                       |
| B.4.2.2.Site 47  | Puente Hills                                 |               | \$ 214,203                                       | \$ 466,826  | -                               | \$ -   | \$ -  | \$ 46,683           | \$ 420,143                       |
| B.4.2.2.Site 48  | Portal Ridge                                 |               | \$ 129,425                                       | \$ 282,063  | -                               | \$ -   | \$ -  | \$ 28,206           | \$ 253,857                       |
| B.4.2.2.Site 49  | Pomona 1620 Hillcrest                        |               | \$ -   | \$ -  | -                               | \$ 112,537   | \$ 245,258  | \$ 24,526           | \$ 220,732                       |
| B.4.2.2.Site 50  | Redondo Beach PD                             |               | \$ -   | \$ -  | \$ 86,144                       | \$ -   | \$ -  | \$ -                | \$ -                             |
| B.4.2.2.Site 51  | Rolling Hills Transmit                       |               | \$ -   | \$ -  | -                               | \$ 136,626   | \$ 297,759  | \$ 29,776           | \$ 267,983                       |
| B.4.2.2.Site 52  | Rio Hondo                                    |               | \$ 151,648                                       | \$ 330,495  | -                               | \$ -   | \$ -  | \$ 33,050           | \$ 297,446                       |
| B.4.2.2.Site 53  | Rancho Palos Verde City Hall                 |               | \$ 37,725  | \$ 82,217   | \$ -                            | \$ -   | \$ -  | \$ 8,222            | \$ 73,995                        |
| B.4.2.2.Site 54  | San Augustine                                |               | \$ 123,518                                       | \$ 269,191  | \$ -                            | \$ -   | \$ -  | \$ 26,919           | \$ 242,272                       |
| B.4.2.2.Site 55  | San Dimas                                    |               | \$ 114,799                                       | \$ 250,188  | -                               | \$ -   | \$ -  | \$ 25,019           | \$ 225,169                       |
| B.4.2.2.Site 56  | Signal Hill                                  |               | \$ 116,741                                       | \$ 254,422  | -                               | \$ -   | \$ -  | \$ 25,442           | \$ 228,980                       |
| B.4.2.2.Site 57  | San Pedro Hill                               |               | \$ 177,978                                       | \$ 387,879  | -                               | \$ -   | \$ -  | \$ 38,788           | \$ 349,091                       |
| B.4.2.2.Site 58  | Saddle Peak                                  |               | \$ 200,031                                       | \$ 435,940  | -                               | \$ -   | \$ -  | \$ 43,594           | \$ 392,346                       |
| B.4.2.2.Site 59  | Sunset Ridge                                 |               | \$ 143,789                                       | \$ 313,369  | -                               | \$ -   | \$ -  | \$ 31,337           | \$ 282,032                       |
| B.4.2.2.Site 60  | San Vicente Peak                             |               | \$ 173,138                                       | \$ 377,331  | -                               | \$ -   | \$ -  | \$ 37,733           | \$ 339,598                       |
| B.4.2.2.Site 61  | Southwest Area Station                       |               | \$ 70,157  | \$ 152,898  | -                               | \$ -   | \$ -  | \$ 15,290           | \$ 137,608                       |
| B.4.2.2.Site 62  | Topanga Peak                                 |               | \$ 125,084                                       | \$ 272,603  | -                               | \$ -   | \$ -  | \$ 27,260           | \$ 245,342                       |
| B.4.2.2.Site 63  | Tejon Peak                                   |               | \$ 120,939                                       | \$ 263,571  | -                               | \$ -   | \$ -  | \$ 26,357           | \$ 237,214                       |
| B.4.2.2.Site 64  | Tower Peak                                   |               | \$ 179,547                                       | \$ 391,298  | -                               | \$ -   | \$ -  | \$ 39,130           | \$ 352,168                       |
| B.4.2.2.Site 65  | Verdugo Peak (City)                          |               | \$ -   | \$ -  | -                               | \$ 119,052   | \$ 259,458  | \$ 25,946           | \$ 233,512                       |
| B.4.2.2.Site 66  | Walker Drive                                 |               | \$ 102,627                                       | \$ 223,661  | \$ -                            | \$ -   | \$ -  | \$ 22,366           | \$ 201,295                       |
| B.4.2.2.Site 67  | Whitaker Middle Peak                         |               | \$ 174,731                                       | \$ 380,803  | -                               | \$ -   | \$ -  | \$ 38,080           | \$ 342,723                       |
| B.4.2.2.Site 68  | 100 Wilshire                                 |               | \$ 87,459  | \$ 190,606  | -                               | \$ -   | \$ -  | \$ 19,061           | \$ 171,545                       |
| B.4.2.2.Site 69  | Whittaker Ridge                              |               | \$ 117,591                                       | \$ 256,273  | -                               | \$ -   | \$ -  | \$ 25,627           | \$ 230,646                       |
| B.4.2.2.Site 70  | 77TH Street Area Complex                     |               | \$ -   | \$ -  | -                               | \$ 27,593  | \$ 60,135   | \$ 6,013            | \$ 54,121                        |
| B.4.2.2.Site 71  | Devonshire Area station                      |               | \$ -   | \$ -  | -                               | \$ 29,496  | \$ 64,282   | \$ 6,428            | \$ 57,854                        |
| B.4.2.2.Site 72  | L.A. County Fire Command                     |               | \$ -   | \$ -  | -                               | \$ 173,763   | \$ 378,692  | \$ 37,869           | \$ 340,823                       |
| B.4.2.2.Site 73  | Valley Dispatch Center                       |               | \$ -   | \$ -  | -                               | \$ 79,503  | \$ 173,265  | \$ 17,327           | \$ 155,939                       |
| <b>Phase 4 Subtotals Phase 4 - LMR System Implementation Per Site Detail</b>             |  |               | <b>\$ 6,245,385</b>                              | <b>\$ 13,610,963</b>  | <b>\$ 86,144</b>                | <b>\$ 2,485,648</b>                                      | <b>\$ 5,417,130</b>   | <b>\$ 1,902,809</b> | <b>\$ 17,125,283</b>             |
| 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  | -                               | \$ -   | \$ -  | \$ 650              | \$ 5,846                         |
| B.4.1.1.1.7  | System Management and Monitoring Subsystem   | 1             |  | Included in Phase 3   | -                               | \$ -   | \$ -  | -                   | -                                |
| B.1.15   | Inventory and Maintenance Tracking Subsystem |               |  | Included in Phase 3   | -                               | \$ -   | \$ -  | -                   | -                                |
| B.4.3  | Training                                     |               |  | Included  | -                               | \$ -   | \$ -  | -                   | -                                |
| B.4.1.2  | Spares and Test Equipment                    | 1             |  | Included  | -                               | \$ -   | \$ -  | -                   | -                                |

**EXHIBIT C.5 - SCHEDULE OF PAYMENTS  
PHASE 4 - LMR SYSTEM IMPLEMENTATION**

| Deliverable/Task<br>/Section No.<br><i>(Exhibit A, Exhibit B, or Base Document)</i> | Deliverable                                      | Phase 4 Total |  |   |                             |  |   |                     |                                  |
|---|--|---------------|--|---|-----------------------------|--|---|---------------------|----------------------------------|
|   |  | Qty.          | Unilateral Option Sum for Site Installation Only | Unilateral Option Sum for Acceptance Including Project Management <sup>(Note 1)</sup> | Credits <sup>(Note 2)</sup> | Contract Sum - Payable Amount for Site Installation Only | Contract Sum - Payable Amount for Acceptance Including Project Management | 10% Holdback Amount | Payable Amount Less 10% Holdback |
| 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                       |
| 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  | -                           | \$ -   | \$ -  | \$ -                | \$ -                             |

**EXHIBIT C.5 - SCHEDULE OF PAYMENTS  
PHASE 4 - LMR SYSTEM IMPLEMENTATION**

| Deliverable/Task /Section No.<br><i>(Exhibit A, Exhibit B, or Base Document)</i> | Deliverable                                    | Phase 4 Total |  |   |                             |  |   |                     |                                  |
|--|--|---------------|--|---|-----------------------------|--|---|---------------------|----------------------------------|
|  |  | Qty.          | Unilateral Option Sum for Site Installation Only | Unilateral Option Sum for Acceptance Including Project Management <sup>(Note 1)</sup> | Credits <sup>(Note 2)</sup> | Contract Sum - Payable Amount for Site Installation Only | Contract Sum - Payable Amount for Acceptance Including Project Management | 10% Holdback Amount | Payable Amount Less 10% Holdback |
| 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>Total for Phase 4 - LMR System Implementation:</b>                            |  |               |  | \$ 23,488,895   | \$ 86,144                   | \$ -   | \$ 6,044,352  | \$ 2,890,602        | \$ 26,642,644                    |

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 \_\_, 2014, the Authority removed 1 LMR System Site for Phases 1 through 4. As such, Credits were realized in the amount of \$646,001. However, the cost for preparing Project Descriptions for 26 potential replacement sites in the amount of \$303,524 was taken from the Credits. The remaining Credit balance of \$342,477 is reserved for use for a future replacement site.



**Exhibit C.13 (Contractor's Response to Appendix H  
(Pricing Requirements) to RFP No. LA-RICS  
007) to Exhibit C (Schedule of Payments) will be  
attached once finalized**

**Los Angeles Regional Interoperable Communications System (LARICS)  
Recommended Amended Budget  
Fiscal Year 2014-15**

| <b>FINANCING USES</b>  | <b>FY 2014-15<br/>ADOPTED</b> | <b>FY 2014-15<br/>AMENDED</b> |
|--|-------------------------------|-------------------------------|
| <b><u>Grant Funded Expenditures</u></b>                                      |                               |                               |
| <b>Los Angeles County Project Team</b>                                       | <b>5,083,000</b>              | <b>5,083,000</b>              |
| BTOP Cash Match (1)  | 2,663,000                     | 0                             |
| County Contribution/UASI/SHSGP Grants  | 2,420,000                     | 2,420,000                     |
| <b>Travel &amp; Training</b>   | <b>150,000</b>                | <b>150,000</b>                |
| BTOP   | 100,000                       | 100,000                       |
| County Contribution/UASI/SHSGP Grants  | 50,000                        | 50,000                        |
| <b>Supplies</b>  | <b>130,000</b>                | <b>130,000</b>                |
| BTOP   | 130,000                       | 130,000                       |
| County Contribution  | 0                             | 0                             |
| <b>Admin and Legal Contractors</b>   | <b>520,000</b>                | <b>520,000</b>                |
| BTOP   | 307,500                       | 307,500                       |
| County Contribution/UASI/SHSGP Grants  | 212,500                       | 212,500                       |
| <b>Miscellaneous * (2)</b>   | <b>50,000</b>                 | <b>50,000</b>                 |
| BTOP   | 50,000                        | 50,000                        |
| County Contribution  |                               |                               |
| <b>Capital Assets &amp; Furniture</b>  | <b>100,000</b>                | <b>100,000</b>                |
| BTOP   | 100,000                       | 100,000                       |
| County Contribution  |                               |                               |
| <b>Other Charges* (3)</b>  | <b>155,000</b>                | <b>155,000</b>                |
| BTOP   | 155,000                       | 155,000                       |
| County Contribution  |                               |                               |
| <b>Lease, Tenant Improvements &amp; Other Services - Suite 100 &amp; 200</b> | <b>400,000</b>                | <b>400,000</b>                |
| BTOP   | 400,000                       | 400,000                       |
| <b>Contractors/Consultants Services</b>                                      | <b>167,642,000</b>            | <b>185,906,000</b>            |
| BTOP   | 130,006,000                   | 130,006,000                   |
| BTOP Cash Match (1)  | 10,415,000                    | 10,415,000                    |
| UASI   | 23,462,000                    | 41,726,000                    |
| SHSGP  | 3,759,000                     | 3,759,000                     |
| <b>Total Grant Funded Expenditures (4)</b>                                   | <b>161,152,000</b>            | <b>182,079,000</b>            |
| <b><u>Member Funded JPA Operations (1)</u></b>                               |                               |                               |
| <b>Los Angeles County Project Team</b>                                       | <b>243,000</b>                | <b>243,000</b>                |
| <b>Travel &amp; Training</b>   | <b>50,000</b>                 | <b>50,000</b>                 |
| <b>Supplies</b>  | <b>120,000</b>                | <b>120,000</b>                |
| <b>Admin and Legal Contractors</b>   | <b>100,000</b>                | <b>100,000</b>                |
| <b>Capital Assets &amp; Furniture</b>  | <b>100,000</b>                | <b>100,000</b>                |
| <b>Lease, Tenant Improvements &amp; Other Services - Suite 100 &amp; 200</b> | <b>400,000</b>                | <b>400,000</b>                |
| <b>Total Member Funded JPA Operation</b>                                     | <b>1,013,000</b>              | <b>1,013,000</b>              |
| <b>Total Financing Uses</b>  | <b>162,165,000</b>            | <b>183,092,000</b>            |
| <b>FINANCING SOURCES</b>   |                               |                               |
| <b>Federal Grant Revenue</b>   | <b>161,152,000</b>            | <b>182,079,000</b>            |
| <b>Member's Contribution</b>   | <b>1,013,000</b>              | <b>1,013,000</b>              |
| <b>Total Available Financing</b>   | <b>162,165,000</b>            | <b>183,092,000</b>            |
| <b>BTOP Cash Match (1)</b>   | <b>13,078,000</b>             | <b>13,078,000</b>             |

**PUBLIC RESOURCES CODE § 21080.25  
CEQA EXEMPTION WORKSHEET**

**Los Angeles Regional Interoperable Communications System (LA-RICS) Authority's  
Land Mobile Radio (LMR) System**

|                      |   |                        |                      |
|----------------------|---|------------------------|----------------------|
| <b>Completed By:</b> | Jason Walsh, Paige Peyton, Bruce Palmer, Beth Defend, Chris Odenthal, Andy Priest | <b>Site Id:</b>        | BAH<br>Baldwin Hills |
| <b>Reviewed By:</b>  | Carl Rykaczewski  | <b>Property Owner:</b> | State of California  |
| <b>Date:</b>         | 10/20/2014  | <b>Map Attached:</b>   | Yes                  |

Pursuant to Public Resources Code § 21080.25, until January 1, 2017, CEQA does not apply to the design, site acquisition, construction, operation, or maintenance of certain structures and equipment of the Los Angeles Regional Interoperable Communication System (LA-RICS) if certain criteria are met at the individual project site. The following CEQA Exemption worksheet identifies the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and whether the criteria are met at the individual project site being evaluated in the worksheet, as well as the explanation that supports this conclusion. The data that supports these conclusions is available on request from the LA-RICS Authority (the Lead Agency).

**Project Description:**

Site BAH (see Attached Site Map) - Proposed indoor equipment racks to be located in existing equipment shelter. Proposed whip and microwave antennas to be mounted to proposed new 180-foot lattice tower. Power to be provided from existing electrical panel, and backup power to be provided by existing 200kW generator with belly tanks.

**Findings and Conclusions represent the best professional judgment of investigators who performed field surveys and reviewed available data. The Lead Agency will determine if the site is CEQA Exempt or Non-Exempt.**

**FINDINGS AND CONCLUSIONS**

| PRC § 21080.25 Criteria   | Yes                                 | No                       |
|---|-------------------------------------|--------------------------|
| 1. The project site is publicly owned and already contains one or both of the following: (a) an antenna support structure and (i) antennas, and/or (ii) equipment enclosures; (b) a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Construction and implementation at the project site would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Construction and implementation of the project at the site would not have a substantial adverse impact on historical resources pursuant to Public Resources Code section 21084.1, and is not located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Operation of the project at the site would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

|   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 5. Any new system antenna support structures would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rationale: Based on the information provided below, the proposed site meets the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and would qualify for the LA-RICS Statutory CEQA exemption.                         |                                     |                          |

**DATA AND ANALYSIS**

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO LOCATION CRITERIA (Criterion #1)**

|   |   |                             |
|---|---|-----------------------------|
| 1.1. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site is publically owned.   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| If Yes, who is the owner? <span style="float: right;">State of California</span>  |   |                             |
| 1.2. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site already contains existing antenna support structures (lattice towers, monopoles or roof-mounts) and:   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| The site contains one or both of the following components:  |   |                             |
| i) Antennas   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| ii) Equipment Enclosures  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 1.3. Based on review of Los Angeles County’s Assessor records and GIS data, the project site is a police, sheriff, or fire station or other public facility that transmits or receives public safety radio signals. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO BIOLOGICAL CRITERIA (Criterion #2)**

|   |                              |  |
|---|------------------------------|--|
| 2.1. Based on field survey information, GIS data and/or aerial photographs are wetlands, as defined by PRC 21080.25(a) (7) present within the project site?               | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/21/2014. Site is located within an urban park; no wetlands are present. No project-related impacts would occur to wetlands.                   |                              |  |
| 2.2. Based on field survey information, GIS data and/or aerial photographs are riparian areas, as defined by PRC 21080.25(a) (6) present within the project site.         | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/21/2014. Site is located within an urban park; no riparian habitats are present. No project-related impacts would occur to riparian habitats. |                              |  |

|  |   |   |  |
|--|---|---|--|
| 2.3  | Based on available field survey information, GIS data and/or aerial photographs, is habitat of significant value, as defined by PRC 21080.25(a) (2), present within the project site. Specifically: |   |  |
|  | (A) Wildlife habitat of national, statewide, or regional importance?  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
|  | (B) Habitat identified as candidate, fully protected, sensitive, or species of special status by a state or federal agency?   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
|  | (C) Habitat essential to the movement of resident or migratory wildlife?  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 8/21/2014. As an urban park, most of the area includes lawns, large ornamental trees, buildings, trails, roads, and parking areas. On the periphery of the analysis area on steep slopes are remnant patches of coastal sage scrub habitat with many weedy species present. Monarch butterflies (<i>Danaus plexippus</i>), listed as a "Special Animal" by CDFW and under petition for ESA-listing, were observed utilizing landscaped vegetation as nectar sources. Construction activities would avoid impacting landscaping by using walkways, lawns, parking areas, and roads as staging and construction areas. No project-related impacts to these species or habitats would occur.</p> |   |   |  |

|   |   |                              |  |
|---|---|------------------------------|--|
| 2.4   | Based on available field survey information, GIS data and/or aerial photographs, does the project have the potential to harm:                                   |                              |  |
|   | (A) Species or habitat protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.)?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (B) Species protected by the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code)?                                 | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (C) Species or habitat protected by the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code)? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 8/21/2014. As an urban park, most of the area includes lawns, large ornamental trees, buildings, playgrounds, trails, roads, and parking areas. On the periphery of the analysis area on steep slopes are remnant patches of coastal sage scrub habitat with many weedy species. These areas were closely evaluated for the presence of the ESA-threatened California gnatcatcher; however, due to poor habitat conditions and the persistent presence of numerous potential predators (e.g., corvids), this habitat is not considered suitable for the gnatcatcher. No project-related impacts would occur to special status species.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HISTORICAL CRITERIA (Criterion #3)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 3.1   | Would facilities at the project site be located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993. |                              |  |
|   |  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Based on archival research, proposed facilities at the BAH project location will not be located on sacred lands or other cultural sites (CHRIS data 2014; Letter from the Native American Heritage Commission 15 September 2014). Sites of this nature have not been identified at any location within a one-half mile radius of the project footprint.</p> |  |                              |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 3.2  | Based on available field survey info, records search, and/or aerial photos would project construction and implementation at the project site have a substantial adverse impact on historic resources pursuant to PRC Section 21084.1? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The direct area of potential effects (APE) for cultural resources assessments encompasses the construction footprint, which includes all ground disturbing areas and any historical buildings or structures that might be affected directly by LMR activities (see attached figure). For the indirect APE, a one-half mile radius surrounding the direct APE is used to assess any potential indirect (visual) effects on historical resources within the viewshed. Based on archival research, there are no historical resources within either the direct or one-half mile indirect (visual) APEs (CHRIS data 2014). The project footprint is heavily disturbed from previous construction and operational use and there are existing towers on the site and other industrial features and towers nearby. Indoor LMR elements would be located in an existing equipment shelter and the proposed addition of an additional lattice tower would be in character with the existing industrial/ communications environment. The project location is set atop a small hillock within the Kenneth Hahn State Recreation area and is surrounded by open space/undeveloped land with 1960s-1980s vintage planned developments near the outer edge of the indirect APE. The closest homes are approximately .17 mile from the project location; however, none of the surrounding residences are within direct line-of-sight due to the intervening terrain and mature vegetation. As a result the erection of the proposed additional tower at BAH would not have a substantial impact on historical resources.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO EXPOSURE STANDARDS (Criterion #4)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 4.1   | Would operation of the project at the site exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The Contractor is contractually required to perform an RF emission safety study prior to construction that will model the RF emission level from all equipment on site, and demonstrate that it complies with the FCC guidelines and regulations on MPE for the General Public/Uncontrolled and for the Occupational/ Controlled groups per OET Bulletin 65. The contractor is also required to verify, prior to operation, that the LMR System facilities at the site do not exceed FCC and OSHA Maximum Permissible Exposure (MPE) limits for the power density and magnetic and electric field strength from radiofrequency (RF) transmitters, including but not limited to MPE standards set forth in Sections 1.307 and 1.1310 of Title 47 of the Code of Federal Regulations. After installation of the LMR facilities, the contractor must conduct field measurements to confirm RF emission levels are in compliance and must identify, resolve, and correct any non-compliance (including the posting of appropriate signage) until compliance can be demonstrated. Therefore, operation of the project at the site would not exceed MPE standards established by the FCC.</p> |  |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HEIGHT REQUIREMENTS (Criterion #5)**

|   |   |   |  |
|---|---|---|--|
| 5.1   | Will the project construct new antenna support structures on the site?  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
|   | If new antenna structure is a monopole would it exceed 70 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
|   | If new antenna structure is a lattice would it exceed 180 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| <p>Rationale: Proposed whip and microwave antennas to be mounted to new 180-foot lattice tower.</p> |   |   |  |

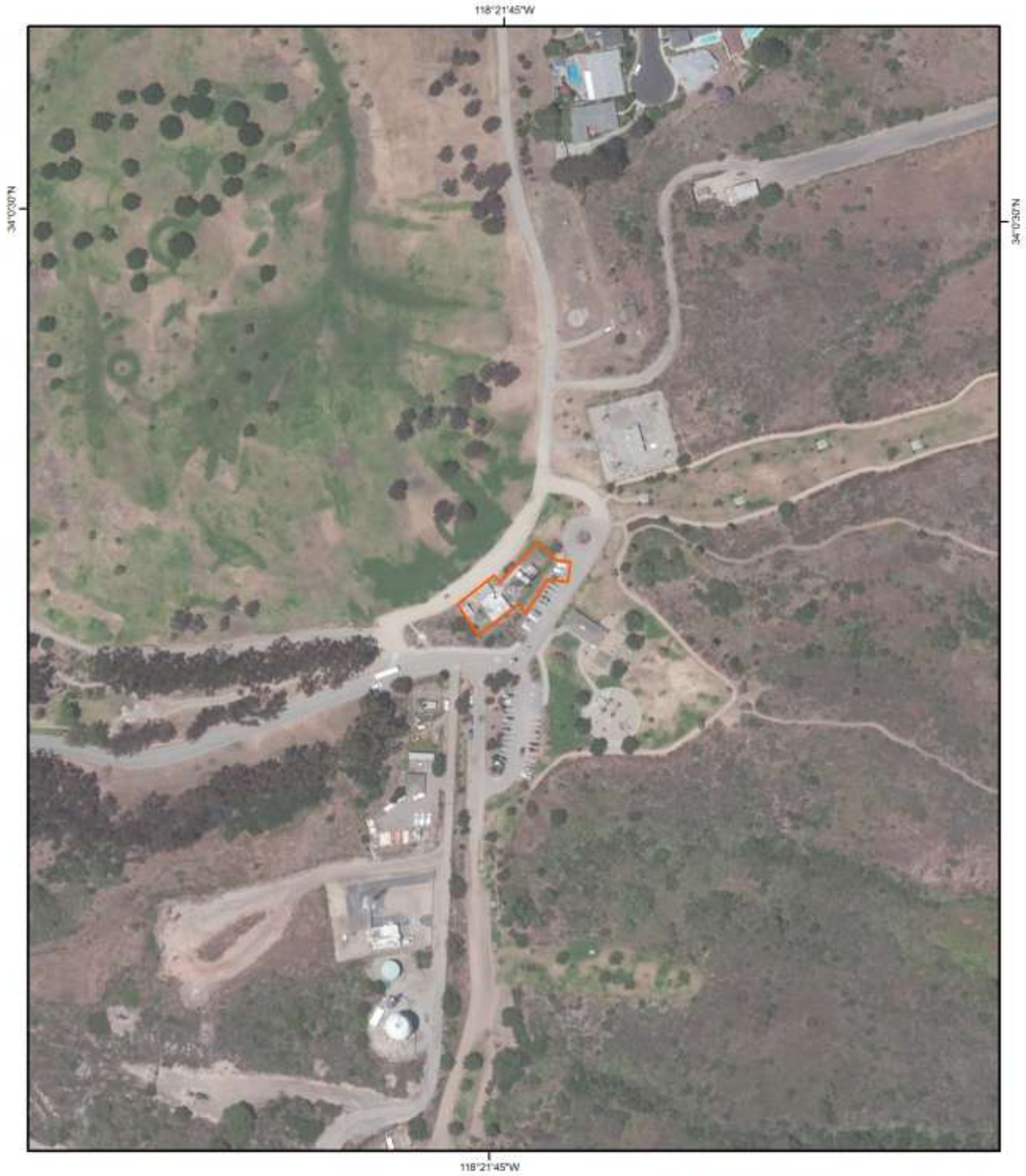
|  |   |   |   |
|--|---|---|---|
| 5.2  | <p>Is the project site located within an airport influence area, airport zone or equivalent planning boundary that is regulated by a comprehensive land use plan that has been adopted by an airport land use commission?</p> <p>If yes, does the new antenna support structure comply with all mandated height restrictions within the applicable comprehensive land use plan?</p> | <input type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No<br><br><input type="checkbox"/> No |
| <p>Rationale: The site is not located within an airport influence area, airport zone or equivalent planning boundary. Therefore, height restrictions are not applicable.</p> |   |   |   |


|   |  |   |                             |
|---|--|---|-----------------------------|
| 5.3   | <p>Does the new antenna support structure comply with all other State and federal height restrictions?</p> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <p>Rationale: No applicable State or Federal height restrictions were identified.</p> |  |   |                             |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO SYSTEM SPECIFICATION (Criterion #6)**

|   |   |  |  |
|---|---|--|--|
| 6.1   | <p>Does the project require a new central system switch?</p> <p>Will the new central system switch be located within an existing enclosed structure at a publicly-owned site?</p> <p>Will the new central system switch be housed at an existing private communications facility?</p> | <input checked="" type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes | <input type="checkbox"/> No<br><br><input type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No |
| <p>Rationale: The LMR system has two central system switches. These switches are located at existing enclosed structures at publically owned sites.</p> |   |  |  |

### Project Site Map



 LMR Site Direct APE

10/13/2014



Site ID:  
BAH



**PUBLIC RESOURCES CODE § 21080.25  
CEQA EXEMPTION WORKSHEET**

**Los Angeles Regional Interoperable Communications System (LA-RICS) Authority's  
Land Mobile Radio (LMR) System**

|                      |   |                        |                      |
|----------------------|---|------------------------|----------------------|
| <b>Completed By:</b> | Jason Walsh, Paige Peyton, Bruce Palmer, Beth Defend, Chris Odenthal, Andy Priest | <b>Site Id:</b>        | BMT<br>Bald Mountain |
| <b>Reviewed By:</b>  | Carl Rykaczewski  | <b>Property Owner:</b> | LA County            |
| <b>Date:</b>         | 10/20/2014  | <b>Map Attached:</b>   | Yes                  |

Pursuant to Public Resources Code § 21080.25, until January 1, 2017, CEQA does not apply to the design, site acquisition, construction, operation, or maintenance of certain structures and equipment of the Los Angeles Regional Interoperable Communication System (LA-RICS) if certain criteria are met at the individual project site. The following CEQA Exemption worksheet identifies the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and whether the criteria are met at the individual project site being evaluated in the worksheet, as well as the explanation that supports this conclusion. The data that supports these conclusions is available on request from the LA-RICS Authority (the Lead Agency).

**Project Description:**

Site BMT (see Attached Site Map) - Proposed indoor equipment racks to be located in new 12'x36' equipment shelter. Proposed backup generator with belly tank mounted on (8'-6"x11'-0"x9") concrete slab to be located in equipment compound. Proposed whip and microwave antennas to be mounted to existing lattice tower.

**Findings and Conclusions represent the best professional judgment of investigators who performed field surveys and reviewed available data. The Lead Agency will determine if the site is CEQA Exempt or Non-Exempt.**

**FINDINGS AND CONCLUSIONS**

| PRC § 21080.25 Criteria   | Yes                                 | No                       |
|---|-------------------------------------|--------------------------|
| 1. The project site is publicly owned and already contains one or both of the following: (a) an antenna support structure and (i) antennas, and/or (ii) equipment enclosures; (b) a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Construction and implementation at the project site would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Construction and implementation of the project at the site would not have a substantial adverse impact on historical resources pursuant to Public Resources Code section 21084.1, and is not located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Operation of the project at the site would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

|   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 5. Any new system antenna support structures would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rationale: Based on the information provided below, the proposed site meets the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and would qualify for the LA-RICS Statutory CEQA exemption.                         |                                     |                          |

**DATA AND ANALYSIS**

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO LOCATION CRITERIA (Criterion #1)**

|   |   |                             |
|---|---|-----------------------------|
| 1.1. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site is publically owned.   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| If Yes, who is the owner? <span style="float: right;">LA County</span>  |   |                             |
| 1.2. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site already contains existing antenna support structures (lattice towers, monopoles or roof-mounts) and:   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| The site contains one or both of the following components:  |   |                             |
| i) Antennas   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| ii) Equipment Enclosures  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 1.3. Based on review of Los Angeles County’s Assessor records and GIS data, the project site is a police, sheriff, or fire station or other public facility that transmits or receives public safety radio signals. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO BIOLOGICAL CRITERIA (Criterion #2)**

|  |                              |  |
|--|------------------------------|--|
| 2.1. Based on field survey information, GIS data and/or aerial photographs are wetlands, as defined by PRC 21080.25(a) (7) present within the project site?              | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/25/2014. Located on a broad rolling hill top; no wetlands are present. No project-related impacts would occur to wetlands.                   |                              |  |
| 2.2. Based on field survey information, GIS data and/or aerial photographs are riparian areas, as defined by PRC 21080.25(a) (6) present within the project site.        | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/25/2014. Located on a broad rolling hill top; no riparian habitats are present. No project-related impacts would occur to riparian habitats. |                              |  |

|  |   |   |  |
|--|---|---|--|
| 2.3  | Based on available field survey information, GIS data and/or aerial photographs, is habitat of significant value, as defined by PRC 21080.25(a) (2), present within the project site. Specifically: |   |  |
|  | (A) Wildlife habitat of national, statewide, or regional importance?  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
|  | (B) Habitat identified as candidate, fully protected, sensitive, or species of special status by a state or federal agency?   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
|  | (C) Habitat essential to the movement of resident or migratory wildlife?  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| <p>Rationale: Field verified 8/25/2014. The project site has paved and graveled surfaces within a fenced enclosure, and several communication towers are present. The white-eared Tehachapi pocket mouse (<i>Perognathus alticola inexpectatus</i>), a State and USFWS “Species of Special Concern”, has been recorded from the general project vicinity. There are scattered small mammal burrows in the area; no species-specific surveys have been conducted. The elevation of the project site (4,535 feet) is within the elevation limits recorded for the species (3,500 to 6,000 feet). However, the project site is outside the species' known geographic range (which extends from the north to about Quail Lake). Therefore, this site is not considered as suitable habitat for the pocket mouse and it is not expected that the species would be present. The prairie falcon, included as a “Special Animal” and “Watch List” species by CDFW, was observed flying past the site, though potential nest sites are not present on site. The proposed project would be entirely located within, and would not expand, the existing development footprint so no additional loss of prairie falcon foraging habitat would occur. The site is part of a large open space habitat block and regional wildlife linkage. The proposed developments would be entirely located within, and would not expand the existing development footprint, and so would be consistent with current site usage and will not alter the nature of site impacts. Therefore, there would be no project-related impacts to these species or habitats.</p> |   |   |  |

|  |   |   |  |
|--|---|---|--|
| 2.4  | Based on available field survey information, GIS data and/or aerial photographs, does the project have the potential to harm:                                   |   |  |
|  | (A) Species or habitat protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.)?   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
|  | (B) Species protected by the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code)?                                 | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
|  | (C) Species or habitat protected by the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code)? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| <p>Rationale: Field verified 8/25/2014. This area is within the foraging range of the state and federally endangered California condor. Condors will perch on tall man-made structures, which can contribute to the bird's habituation to human presence (this is not good for condors). Several communication towers are present on site, though no anti-perch devices have been installed. The proposed developments would include the addition of antennas to an existing tower; no new towers will be constructed and no new potential perching opportunities would be available for condors. The proposed developments would be consistent with current site usage and will not alter the nature of site impacts. No project-related impacts would occur to special status species.</p> |   |   |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HISTORICAL CRITERIA (Criterion #3)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 3.1   | Would facilities at the project site be located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993. |                              |  |
|   |  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Based on archival research, the proposed facilities at the BMT project location will not be located on sacred lands or other cultural sites (CHRIS data 2014; Letter from the Native American Heritage Commission 15 September 2014). Sites of this nature have not been identified at any location within a one-half mile radius of the project footprint.</p> |  |                              |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 3.2  | Based on available field survey info, records search, and/or aerial photos would project construction and implementation at the project site have a substantial adverse impact on historic resources pursuant to PRC Section 21084.1? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The direct area of potential effects (APE) for cultural resources assessments encompasses the construction footprint, which includes all ground disturbing areas and any historical buildings or structures that might be affected directly by LMR activities (see attached figure). For the indirect APE, a one-half mile radius surrounding the direct APE is used to assess any potential indirect (visual) effects on historical resources within the viewshed. Based on archival research, there are no historical resources within either the direct or one-half mile indirect (visual) APEs (CHRIS data 2014). The project footprint is heavily disturbed from previous construction and operational use and a large portion of the site is paved. There are also an existing lattice tower and equipment building within the project footprint. The proposed addition of a second equipment building would be in character with the industrial/communications environment and the new antennas and microwaves would be added to the existing tower which also has elements affixed. The entirety of the indirect and direct APEs are situated within undeveloped land. The remains of a dilapidated shed, likely remnants from ranching activities, are noted approximately .16 miles to the southeast; otherwise there are no standing buildings or structures within the project location. As a result, installation of LMR elements at BMT would have no substantial adverse impacts on historical resources. In addition, the same BMT footprint has undergone previous environmental review under the LTE program and the California State Historic Preservation Officer (SHPO) has stated that there will be no historic properties affected (SHPO Letter 20 August 2014).</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO EXPOSURE STANDARDS (Criterion #4)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 4.1   | Would operation of the project at the site exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The Contractor is contractually required to perform an RF emission safety study prior to construction that will model the RF emission level from all equipment on site, and demonstrate that it complies with the FCC guidelines and regulations on MPE for the General Public/Uncontrolled and for the Occupational/ Controlled groups per OET Bulletin 65. The contractor is also required to verify, prior to operation, that the LMR System facilities at the site do not exceed FCC and OSHA Maximum Permissible Exposure (MPE) limits for the power density and magnetic and electric field strength from radiofrequency (RF) transmitters, including but not limited to MPE standards set forth in Sections 1.307 and 1.1310 of Title 47 of the Code of Federal Regulations. After installation of the LMR facilities, the contractor must conduct field measurements to confirm RF emission levels are in compliance and must identify, resolve, and correct any non-compliance (including the posting of appropriate signage) until compliance can be demonstrated. Therefore, operation of the project at the site would not exceed MPE standards established by the FCC.</p> |  |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HEIGHT REQUIREMENTS (Criterion #5)**

|   |   |                              |  |
|---|---|------------------------------|--|
| 5.1   | Will the project construct new antenna support structures on the site?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | If new antenna structure is a monopole would it exceed 70 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes | <input type="checkbox"/> No            |
|   | If new antenna structure is a lattice would it exceed 180 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes | <input type="checkbox"/> No            |
| <p>Rationale: No new antenna support structures will be constructed on the site. Proposed whip and microwave antennas to be mounted to existing 150-foot lattice tower.</p> |   |                              |  |

|  |   |   |   |
|--|---|---|---|
| 5.2  | <p>Is the project site located within an airport influence area, airport zone or equivalent planning boundary that is regulated by a comprehensive land use plan that has been adopted by an airport land use commission?</p> <p>If yes, does the new antenna support structure comply with all mandated height restrictions within the applicable comprehensive land use plan?</p> | <input type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No<br><br><input type="checkbox"/> No |
| <p>Rationale: The site is not located within an airport influence area, airport zone or equivalent planning boundary. Therefore, height restrictions are not applicable.</p> |   |   |   |

|   |  |                              |                             |
|---|--|------------------------------|-----------------------------|
| 5.3   | <p>Does the new antenna support structure comply with all other State and federal height restrictions?</p> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <p>Rationale: No applicable State or Federal height restrictions were identified.</p> |  |                              |                             |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO SYSTEM SPECIFICATION (Criterion #6)**

|   |   |  |  |
|---|---|--|--|
| 6.1   | <p>Does the project require a new central system switch?</p> <p>Will the new central system switch be located within an existing enclosed structure at a publicly-owned site?</p> <p>Will the new central system switch be housed at an existing private communications facility?</p> | <input checked="" type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes | <input type="checkbox"/> No<br><br><input type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No |
| <p>Rationale: The LMR system has two central system switches. These switches are located at existing enclosed structures at publically owned sites.</p> |   |  |  |

### Project Site Map



 LMR Site Direct APE

10/13/2014



Site ID:  
BMT

**PUBLIC RESOURCES CODE § 21080.25  
CEQA EXEMPTION WORKSHEET**

**Los Angeles Regional Interoperable Communications System (LA-RICS) Authority's  
Land Mobile Radio (LMR) System**

|                      |   |                        |                               |
|----------------------|---|------------------------|-------------------------------|
| <b>Completed By:</b> | Jason Walsh, Paige Peyton, Bruce Palmer, Beth Defend, Chris Odenthal, Andy Priest | <b>Site Id:</b>        | CCB<br>Compton Court Building |
| <b>Reviewed By:</b>  | Carl Rykaczewski  | <b>Property Owner:</b> | State of California           |
| <b>Date:</b>         | 10/20/2014  | <b>Map Attached:</b>   | Yes                           |

Pursuant to Public Resources Code § 21080.25, until January 1, 2017, CEQA does not apply to the design, site acquisition, construction, operation, or maintenance of certain structures and equipment of the Los Angeles Regional Interoperable Communication System (LA-RICS) if certain criteria are met at the individual project site. The following CEQA Exemption worksheet identifies the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and whether the criteria are met at the individual project site being evaluated in the worksheet, as well as the explanation that supports this conclusion. The data that supports these conclusions is available on request from the LA-RICS Authority (the Lead Agency).

**Project Description:**

Site CCB (see Attached Site Map) - Proposed indoor equipment racks to be located within new (16'-0"x16'-0") equipment shelter located within penthouse of existing building. Proposed whip and microwave antennas to be façade mounted to existing penthouse.

**Findings and Conclusions represent the best professional judgment of investigators who performed field surveys and reviewed available data. The Lead Agency will determine if the site is CEQA Exempt or Non-Exempt.**

**FINDINGS AND CONCLUSIONS**

| PRC § 21080.25 Criteria   | Yes                                 | No                       |
|---|-------------------------------------|--------------------------|
| 1. The project site is publicly owned and already contains one or both of the following: (a) an antenna support structure and (i) antennas, and/or (ii) equipment enclosures; (b) a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Construction and implementation at the project site would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Construction and implementation of the project at the site would not have a substantial adverse impact on historical resources pursuant to Public Resources Code section 21084.1, and is not located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Operation of the project at the site would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

|   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 5. Any new system antenna support structures would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rationale: Based on the information provided below, the proposed site meets the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and would qualify for the LA-RICS Statutory CEQA exemption.                         |                                     |                          |

**DATA AND ANALYSIS**

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO LOCATION CRITERIA (Criterion #1)**

|   |   |                             |
|---|---|-----------------------------|
| 1.1. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site is publically owned.   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| If Yes, who is the owner?   |   | State of California         |
| 1.2. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site already contains existing antenna support structures (lattice towers, monopoles or roof-mounts) and:   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| The site contains one or both of the following components:  |   |                             |
| i) Antennas   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| ii) Equipment Enclosures  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 1.3. Based on review of Los Angeles County’s Assessor records and GIS data, the project site is a police, sheriff, or fire station or other public facility that transmits or receives public safety radio signals. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO BIOLOGICAL CRITERIA (Criterion #2)**

|   |                              |  |
|---|------------------------------|--|
| 2.1. Based on field survey information, GIS data and/or aerial photographs are wetlands, as defined by PRC 21080.25(a) (7) present within the project site?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 9/16/2014. Site is within an urban setting; no wetlands are present. No project-related impacts would occur to wetlands.  |                              |  |
| 2.2. Based on field survey information, GIS data and/or aerial photographs are riparian areas, as defined by PRC 21080.25(a) (6) present within the project site.                                     | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 9/16/2014. Site is within an urban setting. No native vegetation is present; no riparian habitats are present. No project-related impacts would occur to riparian habitats. |                              |  |



|   |   |                              |  |
|---|---|------------------------------|--|
| 2.3   | Based on available field survey information, GIS data and/or aerial photographs, is habitat of significant value, as defined by PRC 21080.25(a) (2), present within the project site. Specifically: |                              |  |
|   | (A) Wildlife habitat of national, statewide, or regional importance?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (B) Habitat identified as candidate, fully protected, sensitive, or species of special status by a state or federal agency?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (C) Habitat essential to the movement of resident or migratory wildlife?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 9/16/2014. The site is atop the many-storied Compton Court House building within an entirely urban setting. No native habitats are present. No project-related impacts would occur to these species or habitats.</p> |   |                              |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 2.4  | Based on available field survey information, GIS data and/or aerial photographs, does the project have the potential to harm:                                   |                              |  |
|  | (A) Species or habitat protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.)?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (B) Species protected by the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code)?                                 | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (C) Species or habitat protected by the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code)? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 9/16/2014. The site is within an entirely urban setting and no native habitats are present. No project-related impacts would occur to special status species.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HISTORICAL CRITERIA (Criterion #3)**

|  |  |                              |  |
|--|--|------------------------------|--|
| 3.1  | Would facilities at the project site be located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Based on archival research, the proposed facilities at the CCB project location will not be located on sacred lands or other cultural sites (CHRIS data 2014; Letter from the Native American Heritage Commission 15 September 2014). Sites of this nature have not been identified at any location within a one-half mile radius of the project footprint. Activities at this site are confined to the installation of rooftop antennas; there is no associated ground disturbance.</p> |  |                              |  |

|   |   |                              |  |
|---|---|------------------------------|--|
| 3.2   | Based on available field survey info, records search, and/or aerial photos would project construction and implementation at the project site have a substantial adverse impact on historic resources pursuant to PRC Section 21084.1? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The direct area of potential effects (APE) for cultural resources assessments encompasses the construction footprint, which includes all ground disturbing areas and any historical buildings or structures that might be affected directly by LMR activities (see attached figure). For the indirect APE, a one-half mile radius surrounding the direct APE is used to assess any potential indirect (visual) effects on historical resources within the viewshed. Based on archival research, there are no historical resources within the CCB project footprint (direct APE) (CHRIS data 2014). The direct APE encompasses the CCB itself, which is a 12 story modern building that was completed in 1978. Within the one-half mile indirect (visual) APE, there are 11 recorded cultural resources sites or structures, two of which are designated historical resources – the Heritage House (Resource No. P-19-177332) and the alignment of the Mojave Road (Resource No. P-19-187085). Both of these resources are registered California State Historic Landmarks. The Heritage House is the oldest house in the city of Compton (built in 1869) and situated approximately 310 feet northeast of the CCB (CHRIS data 2014; Letter from Compton Director of Planning 17 September 2014). The Mojave Road dates to the 1600s and its alignment runs roughly north/south along present day Willowbrook Avenue and approximately 300 feet east of the CCB. LMR elements at the CCB project location include the installation of equipment within a new (16'-0" x 16'-0") equipment shelter located within the existing penthouse (recessed within the roof area) and the proposed installation of whip/microwave antennas on the penthouse façade. The roof of the CCB already has several types of communications-related equipment attached to the penthouse, some of which are visible from the surrounding landscape and within line-of-sight of the Heritage House and Mojave Road. The proposed LMR elements will be in character with the existing communications equipment on the CCB roof, would introduce no additional or out of character visual elements, and would therefore have no substantial adverse impacts on historical resources.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO EXPOSURE STANDARDS (Criterion #4)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 4.1   | Would operation of the project at the site exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The Contractor is contractually required to perform an RF emission safety study prior to construction that will model the RF emission level from all equipment on site, and demonstrate that it complies with the FCC guidelines and regulations on MPE for the General Public/Uncontrolled and for the Occupational/ Controlled groups per OET Bulletin 65. The contractor is also required to verify, prior to operation, that the LMR System facilities at the site do not exceed FCC and OSHA Maximum Permissible Exposure (MPE) limits for the power density and magnetic and electric field strength from radiofrequency (RF) transmitters, including but not limited to MPE standards set forth in Sections 1.307 and 1.1310 of Title 47 of the Code of Federal Regulations. After installation of the LMR facilities, the contractor must conduct field measurements to confirm RF emission levels are in compliance and must identify, resolve, and correct any non-compliance (including the posting of appropriate signage) until compliance can be demonstrated. Therefore, operation of the project at the site would not exceed MPE standards established by the FCC.</p> |  |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HEIGHT REQUIREMENTS (Criterion #5)**

|   |   |   |                             |
|---|---|---|-----------------------------|
| 5.1   | Will the project construct new antenna support structures on the site?  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
|   | If new antenna structure is a monopole would it exceed 70 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input type="checkbox"/> No |
|   | If new antenna structure is a lattice would it exceed 180 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input type="checkbox"/> No |
| <p>Rationale: Proposed new roof-mount. Proposed whip and microwave antennas to be façade mounted to existing penthouse.</p> |   |   |                             |

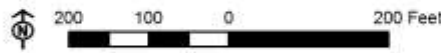
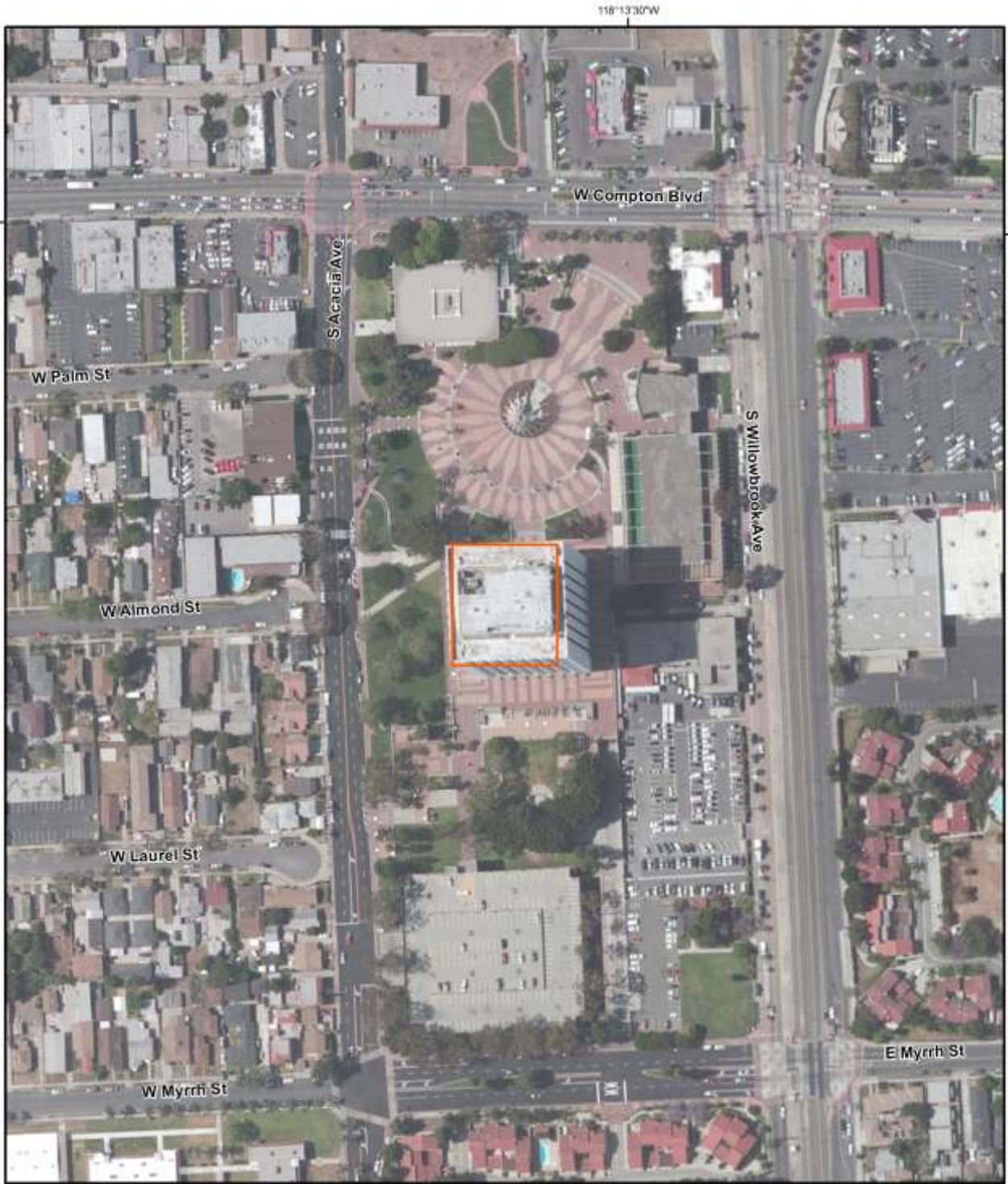
|  |   |   |   |
|--|---|---|---|
| 5.2  | <p>Is the project site located within an airport influence area, airport zone or equivalent planning boundary that is regulated by a comprehensive land use plan that has been adopted by an airport land use commission?</p> <p>If yes, does the new antenna support structure comply with all mandated height restrictions within the applicable comprehensive land use plan?</p> | <input type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No<br><br><input type="checkbox"/> No |
| <p>Rationale: The site is not located within an airport influence area, airport zone or equivalent planning boundary. Therefore, height restrictions are not applicable.</p> |   |   |   |

|   |  |   |                             |
|---|--|---|-----------------------------|
| 5.3   | <p>Does the new antenna support structure comply with all other State and federal height restrictions?</p> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <p>Rationale: No applicable State or Federal height restrictions were identified.</p> |  |   |                             |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO SYSTEM SPECIFICATION (Criterion #6)**

|   |   |  |  |
|---|---|--|--|
| 6.1   | <p>Does the project require a new central system switch?</p> <p>Will the new central system switch be located within an existing enclosed structure at a publicly-owned site?</p> <p>Will the new central system switch be housed at an existing private communications facility?</p> | <input checked="" type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes | <input type="checkbox"/> No<br><br><input type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No |
| <p>Rationale: The LMR system has two central system switches. These switches are located at existing enclosed structures at publically owned sites.</p> |   |  |  |

### Project Site Map



 LMR Site Direct APE

Yan2014



Site ID:  
CCB

**PUBLIC RESOURCES CODE § 21080.25  
CEQA EXEMPTION WORKSHEET**

**Los Angeles Regional Interoperable Communications System (LA-RICS) Authority's  
Land Mobile Radio (LMR) System**

|                      |   |                        |                   |
|----------------------|---|------------------------|-------------------|
| <b>Completed By:</b> | Jason Walsh, Paige Peyton, Bruce Palmer, Beth Defend, Chris Odenthal, Andy Priest | <b>Site Id:</b>        | CLM<br>Claremont  |
| <b>Reviewed By:</b>  | Carl Rykaczewski  | <b>Property Owner:</b> | City of Claremont |
| <b>Date:</b>         | 10/20/2014  | <b>Map Attached:</b>   | Yes               |

Pursuant to Public Resources Code § 21080.25, until January 1, 2017, CEQA does not apply to the design, site acquisition, construction, operation, or maintenance of certain structures and equipment of the Los Angeles Regional Interoperable Communication System (LA-RICS) if certain criteria are met at the individual project site. The following CEQA Exemption worksheet identifies the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and whether the criteria are met at the individual project site being evaluated in the worksheet, as well as the explanation that supports this conclusion. The data that supports these conclusions is available on request from the LA-RICS Authority (the Lead Agency).

**Project Description:**

Site CLM (see Attached Site Map) - Proposed indoor equipment racks would be located in existing (20'-0"x26'-0") CMU equipment shelter or in a new 12'x36' shelter. Proposed backup generator with belly tank mounted on (11' x 6.5' x 9') concrete slab to be located inside existing chain link enclosure. Proposed whip and microwave antennas to be mounted to existing 174-foot lattice tower.

**Findings and Conclusions represent the best professional judgment of investigators who performed field surveys and reviewed available data. The Lead Agency will determine if the site is CEQA Exempt or Non-Exempt.**

**FINDINGS AND CONCLUSIONS**

| PRC § 21080.25 Criteria   | Yes                                 | No                       |
|---|-------------------------------------|--------------------------|
| 1. The project site is publicly owned and already contains one or both of the following: (a) an antenna support structure and (i) antennas, and/or (ii) equipment enclosures; (b) a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Construction and implementation at the project site would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Construction and implementation of the project at the site would not have a substantial adverse impact on historical resources pursuant to Public Resources Code section 21084.1, and is not located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Operation of the project at the site would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

|   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 5. Any new system antenna support structures would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rationale: Based on the information provided below, the proposed site meets the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and would qualify for the LA-RICS Statutory CEQA exemption.                         |                                     |                          |

**DATA AND ANALYSIS**

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO LOCATION CRITERIA (Criterion #1)**

|   |   |                             |
|---|---|-----------------------------|
| 1.1. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site is publically owned.   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| If Yes, who is the owner? <span style="float: right;">City of Claremont</span>  |   |                             |
| 1.2. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site already contains existing antenna support structures (lattice towers, monopoles or roof-mounts) and:   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| The site contains one or both of the following components:  |   |                             |
| i) Antennas   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| ii) Equipment Enclosures  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 1.3. Based on review of Los Angeles County’s Assessor records and GIS data, the project site is a police, sheriff, or fire station or other public facility that transmits or receives public safety radio signals. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO BIOLOGICAL CRITERIA (Criterion #2)**

|   |                              |  |
|---|------------------------------|--|
| 2.1. Based on field survey information, GIS data and/or aerial photographs are wetlands, as defined by PRC 21080.25(a) (7) present within the project site?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/14/2014. Wetland habitat is present in the adjacent San Antonio drainage channel that has been highly altered by sand and gravel materials extraction operations. All project related activities would be confined to the existing garbage collection facility and separated from any Waters of the US by a solid block wall. No impacts would occur to wetlands.         |                              |  |
| 2.2. Based on field survey information, GIS data and/or aerial photographs are riparian areas, as defined by PRC 21080.25(a) (6) present within the project site.   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/14/2014. Riparian habitat is present in the adjacent San Antonio drainage channel that has been highly altered by sand and gravel materials extraction operations. All project related activities would be confined to the existing garbage collection facility and separated from any riparian areas by a solid block wall. No impacts would occur to riparian habitats. |                              |  |

|  |   |  |  |
|--|---|--|--|
| 2.3  | <p>Based on available field survey information, GIS data and/or aerial photographs, is habitat of significant value, as defined by PRC 21080.25(a) (2), present within the project site. Specifically:</p> <p>(A) Wildlife habitat of national, statewide, or regional importance?</p> <p>(B) Habitat identified as candidate, fully protected, sensitive, or species of special status by a state or federal agency?</p> <p>(C) Habitat essential to the movement of resident or migratory wildlife?</p> | <input type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 8/14/2014. Though no species-specific surveys have been conducted within the riparian habitat present in the adjacent San Antonio drainage channel, it is possible that several special status species may be present. However, all project related activities would be confined to the existing garbage collection facility and separated from any riparian areas by a solid block wall. No impacts would occur to these species and habitats.</p> |   |  |  |

|  |   |  |  |
|--|---|--|--|
| 2.4  | <p>Based on available field survey information, GIS data and/or aerial photographs, does the project have the potential to harm:</p> <p>(A) Species or habitat protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.)?</p> <p>(B) Species protected by the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code)?</p> <p>(C) Species or habitat protected by the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code)?</p> | <input type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 8/14/2014. Though no species-specific surveys have been conducted within the riparian habitat present in the adjacent San Antonio drainage channel, it is possible that ESA-listed species could be present. However, all project related activities would be confined to the existing garbage collection facility and separated from any riparian areas by a solid block wall. No project-related impacts would occur to special status species.</p> |   |  |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HISTORICAL CRITERIA (Criterion #3)**

|   |   |                              |  |
|---|---|------------------------------|--|
| 3.1   | <p>Would facilities at the project site be located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993.</p> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Based on archival research, the proposed facilities at the CLM project location will not be located on sacred lands or other cultural sites (CHRIS data 2014; Letter from the Native American Heritage Commission 15 September 2014). Sites of this nature have not been identified at any location within a one-half mile radius of the project footprint.</p> |   |                              |  |

|   |   |                              |  |
|---|---|------------------------------|--|
| 3.2   | Based on available field survey info, records search, and/or aerial photos would project construction and implementation at the project site have a substantial adverse impact on historic resources pursuant to PRC Section 21084.1? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The direct area of potential effects (APE) for cultural resources assessments encompasses the construction footprint, which includes all ground disturbing areas and any historical buildings or structures that might be affected directly by LMR activities (see attached figure). For the indirect APE, a one-half mile radius surrounding the direct APE is used to assess any potential indirect (visual) effects on historical resources within the viewshed. Based on archival research, there are no historical resources within either the project footprint (direct APE) or the one-half mile indirect APE (CHRIS data 2014). The project footprint is situated entirely within a paved parking area in a commercial/industrial area. The CLM project site is enclosed by a chain link fence and encompasses an existing lattice tower and equipment shelter. LMR interior equipment will be located in the existing equipment shelter or in a new shelter, and the proposed generator will be constructed behind a concrete wall. Whip and microwave antennas will be attached to the existing tower. Within the indirect APE, the surrounding viewshed is open space and undeveloped land to the north and east, and urban areas (commercial, industrial, and residential) to the west. Because the LMR project at CLM involves construction on an existing paved area and the attachment of additional antennas to an existing tower, there would be no substantial effects on historical resources.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO EXPOSURE STANDARDS (Criterion #4)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 4.1   | Would operation of the project at the site exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The Contractor is contractually required to perform an RF emission safety study prior to construction that will model the RF emission level from all equipment on site, and demonstrate that it complies with the FCC guidelines and regulations on MPE for the General Public/Uncontrolled and for the Occupational/ Controlled groups per OET Bulletin 65. The contractor is also required to verify, prior to operation, that the LMR System facilities at the site do not exceed FCC and OSHA Maximum Permissible Exposure (MPE) limits for the power density and magnetic and electric field strength from radiofrequency (RF) transmitters, including but not limited to MPE standards set forth in Sections 1.307 and 1.1310 of Title 47 of the Code of Federal Regulations. After installation of the LMR facilities, the contractor must conduct field measurements to confirm RF emission levels are in compliance and must identify, resolve, and correct any non-compliance (including the posting of appropriate signage) until compliance can be demonstrated. Therefore, operation of the project at the site would not exceed MPE standards established by the FCC.</p> |  |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HEIGHT REQUIREMENTS (Criterion #5)**

|  |   |                              |  |
|--|---|------------------------------|--|
| 5.1  | Will the project construct new antenna support structures on the site?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | If new antenna structure is a monopole would it exceed 70 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes | <input type="checkbox"/> No            |
|  | If new antenna structure is a lattice would it exceed 180 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes | <input type="checkbox"/> No            |
| <p>Rationale: No new antenna support structures would be constructed on the site. Proposed whip and microwave antennas to be mounted to existing 174-foot lattice tower.</p> |   |                              |  |



|   |   |   |
|---|---|---|
| <p>5.2 Is the project site located within an airport influence area, airport zone or equivalent planning boundary that is regulated by a comprehensive land use plan that has been adopted by an airport land use commission?</p> <p>If yes, does the new antenna support structure comply with all mandated height restrictions within the applicable comprehensive land use plan?</p>           | <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> | <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> No</p> |
| <p>Rationale: Site CLM is within the Cable Airport Comprehensive Airport Land Use Plan Safety Area 2, which is concerned with height restrictions. However, the height restrictions are not applicable because no new antenna support structure is proposed and the installation of LMR equipment on the existing support structure would not extend beyond the height of the existing tower.</p> |   |   |

|  |                                     |                                    |
|--|-------------------------------------|------------------------------------|
| <p>5.3 Does the new antenna support structure comply with all other State and federal height restrictions?</p> | <p><input type="checkbox"/> Yes</p> | <p><input type="checkbox"/> No</p> |
| <p>Rationale: No applicable State or Federal height restrictions were identified.</p>                          |                                     |                                    |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO SYSTEM SPECIFICATION (Criterion #6)**

|   |   |   |
|---|---|---|
| <p>6.1 Does the project require a new central system switch?</p> <p>Will the new central system switch be located within an existing enclosed structure at a publicly-owned site?</p> <p>Will the new central system switch be housed at an existing private communications facility?</p> | <p><input checked="" type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> Yes</p> | <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> No</p> |
| <p>Rationale: The LMR system has two central system switches. These switches are located at existing enclosed structures at publically owned sites.</p>   |   |   |

### Project Site Map



LMR Site Direct APE



Site ID:  
CLM

**PUBLIC RESOURCES CODE § 21080.25  
CEQA EXEMPTION WORKSHEET**

**Los Angeles Regional Interoperable Communications System (LA-RICS) Authority's  
Land Mobile Radio (LMR) System**

|                      |   |                        |                                      |
|----------------------|---|------------------------|--------------------------------------|
| <b>Completed By:</b> | Jason Walsh, Paige Peyton, Bruce Palmer, Beth Defend, Chris Odenthal, Andy Priest | <b>Site Id:</b>        | FCCF<br>L.A. County Fire Command     |
| <b>Reviewed By:</b>  | Carl Rykaczewski  | <b>Property Owner:</b> | LA County Consolidated Fire District |
| <b>Date:</b>         | 10/20/2014  | <b>Map Attached:</b>   | Yes                                  |

Pursuant to Public Resources Code § 21080.25, until January 1, 2017, CEQA does not apply to the design, site acquisition, construction, operation, or maintenance of certain structures and equipment of the Los Angeles Regional Interoperable Communication System (LA-RICS) if certain criteria are met at the individual project site. The following CEQA Exemption worksheet identifies the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and whether the criteria are met at the individual project site being evaluated in the worksheet, as well as the explanation that supports this conclusion. The data that supports these conclusions is available on request from the LA-RICS Authority (the Lead Agency).

**Project Description:**

Site FCCF (see Attached Site Map) - Proposed indoor equipment racks to be mounted in existing equipment room located inside existing building. Proposed backup generator with belly tank mounted on (6'-6"x11'-0") concrete slab to be located in existing landscape area. Proposed whip and microwave antennas to be mounted to proposed 180-foot lattice tower.

**Findings and Conclusions represent the best professional judgment of investigators who performed field surveys and reviewed available data. The Lead Agency will determine if the site is CEQA Exempt or Non-Exempt.**

**FINDINGS AND CONCLUSIONS**

| <b>PRC § 21080.25 Criteria</b>  | <b>Yes</b>                          | <b>No</b>                |
|---|-------------------------------------|--------------------------|
| 1. The project site is publicly owned and already contains one or both of the following: (a) an antenna support structure and (i) antennas, and/or (ii) equipment enclosures; (b) a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Construction and implementation at the project site would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Construction and implementation of the project at the site would not have a substantial adverse impact on historical resources pursuant to Public Resources Code section 21084.1, and is not located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Operation of the project at the site would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

|   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 5. Any new system antenna support structures would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rationale: Based on the information provided below, the proposed site meets the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and would qualify for the LA-RICS Statutory CEQA exemption.                         |                                     |                          |

**DATA AND ANALYSIS**

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO LOCATION CRITERIA (Criterion #1)**

|   |   |                             |
|---|---|-----------------------------|
| 1.1. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site is publically owned.   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| If Yes, who is the owner? <span style="float: right;">LA County Consolidated Fire District</span>   |   |                             |
| 1.2. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site already contains existing antenna support structures (lattice towers, monopoles or roof-mounts) and:   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| The site contains one or both of the following components:  |   |                             |
| i) Antennas   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| ii) Equipment Enclosures  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 1.3. Based on review of Los Angeles County’s Assessor records and GIS data, the project site is a police, sheriff, or fire station or other public facility that transmits or receives public safety radio signals. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO BIOLOGICAL CRITERIA (Criterion #2)**

|   |                              |  |
|---|------------------------------|--|
| 2.1. Based on field survey information, GIS data and/or aerial photographs are wetlands, as defined by PRC 21080.25(a) (7) present within the project site?                   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 9/3/2014. The site is fully urbanized; no wetlands are present. No project-related impacts would occur to wetlands.                                 |                              |  |
| 2.2. Based on field survey information, GIS data and/or aerial photographs are riparian areas, as defined by PRC 21080.25(a) (6) present within the project site.             | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 9/3/2014. The site is within a fully urbanized area; no riparian habitats are present. No project-related impacts would occur to riparian habitats. |                              |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 2.3  | Based on available field survey information, GIS data and/or aerial photographs, is habitat of significant value, as defined by PRC 21080.25(a) (2), present within the project site. Specifically: |                              |  |
|  | (A) Wildlife habitat of national, statewide, or regional importance?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (B) Habitat identified as candidate, fully protected, sensitive, or species of special status by a state or federal agency?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (C) Habitat essential to the movement of resident or migratory wildlife?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 9/3/2014. The site is within a fully urbanized area. The facility includes buildings and parking lot. No native vegetation is present; steep slopes around the facility are heavily wooded with landscape trees. No project-related impacts would occur to these species or habitats.</p> |   |                              |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 2.4  | Based on available field survey information, GIS data and/or aerial photographs, does the project have the potential to harm:                                   |                              |  |
|  | (A) Species or habitat protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.)?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (B) Species protected by the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code)?                                 | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (C) Species or habitat protected by the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code)? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 9/3/2014. The site is within a fully urbanized area; no native vegetation is present. No project-related impacts would occur to special status species.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HISTORICAL CRITERIA (Criterion #3)**

|  |  |                              |  |
|--|--|------------------------------|--|
| 3.1  | Would facilities at the project site be located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Based on archival research, the proposed facilities at the FCCF project location will not be located on sacred lands or other cultural sites (CHRIS data 2014; Letter from the Native American Heritage Commission 15 September 2014). Sites of this nature have not been identified at any location within a one-half mile radius of the project footprint.</p> |  |                              |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 3.2  | Based on available field survey info, records search, and/or aerial photos would project construction and implementation at the project site have a substantial adverse impact on historic resources pursuant to PRC Section 21084.1? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The direct area of potential effects (APE) for cultural resources assessments encompasses the construction footprint, which includes all ground disturbing areas and any historical buildings or structures that might be affected directly by LMR activities (see attached figure). For the indirect APE, a one-half mile radius surrounding the direct APE is used to assess any potential indirect (visual) effects on historical resources within the viewshed. Based on archival research, there are no historical resources within the project footprint (direct APE) (CHRIS data 2014). The project site encompasses an area that is partially paved and partially in a curbed and landscaped island adjacent to the west end of the Los Angeles County Fire Command and Control Facility (FCCF), which was constructed in 1990. The project footprint also encompasses an existing lattice tower and equipment shelter within the landscaped area. Inside LMR equipment will be placed inside an existing room within the FCCF and the new lattice tower and generator erected within the existing landscaped footprint. An adjacent part of the paved parking lot will be used for construction staging. The viewshed within the one-half mile indirect (visual) APE surrounding the FCCF is commercial and residential on the west and commercial, municipal, industrial, and undeveloped on the east. There are approximately 51 recorded resources within the indirect APE, most of which are clustered in the west half. Some of these recorded resources are designated historical resources; however, none are within line-of-sight of the existing or proposed lattice tower. The closest recorded resource to the FCCF project site is Resource No. 083286, a single-family residence that was constructed in 1925 and is approximately .1 of a mile from the FCCF; it is not a designated historical resource. Neither the existing FCCF tower, nor the proposed new tower would be visible from this location. Although the towers may be visible to some of the existing historical resources scattered across the indirect APE, they are largely obstructed from line-of-sight by the intervening hilly terrain, dense urban landscape, and tall trees. Where visible, the tower is at considerable distance to the resources and in character with the already existing tower. As a result, construction of the additional lattice tower and associated infrastructure at FCCF would have no substantial effect on historical resources.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO EXPOSURE STANDARDS (Criterion #4)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 4.1   | Would operation of the project at the site exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The Contractor is contractually required to perform an RF emission safety study prior to construction that will model the RF emission level from all equipment on site, and demonstrate that it complies with the FCC guidelines and regulations on MPE for the General Public/Uncontrolled and for the Occupational/ Controlled groups per OET Bulletin 65. The contractor is also required to verify, prior to operation, that the LMR System facilities at the site do not exceed FCC and OSHA Maximum Permissible Exposure (MPE) limits for the power density and magnetic and electric field strength from radiofrequency (RF) transmitters, including but not limited to MPE standards set forth in Sections 1.307 and 1.1310 of Title 47 of the Code of Federal Regulations. After installation of the LMR facilities, the contractor must conduct field measurements to confirm RF emission levels are in compliance and must identify, resolve, and correct any non-compliance (including the posting of appropriate signage) until compliance can be demonstrated. Therefore, operation of the project at the site would not exceed MPE standards established by the FCC.</p> |  |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HEIGHT REQUIREMENTS (Criterion #5)**

|   |   |   |  |
|---|---|---|--|
| 5.1   | Will the project construct new antenna support structures on the site?  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
|   | If new antenna structure is a monopole would it exceed 70 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
|   | If new antenna structure is a lattice would it exceed 180 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| <p>Rationale: Proposed whip and microwave antennas to be mounted to new 180-foot lattice tower.</p> |   |   |  |

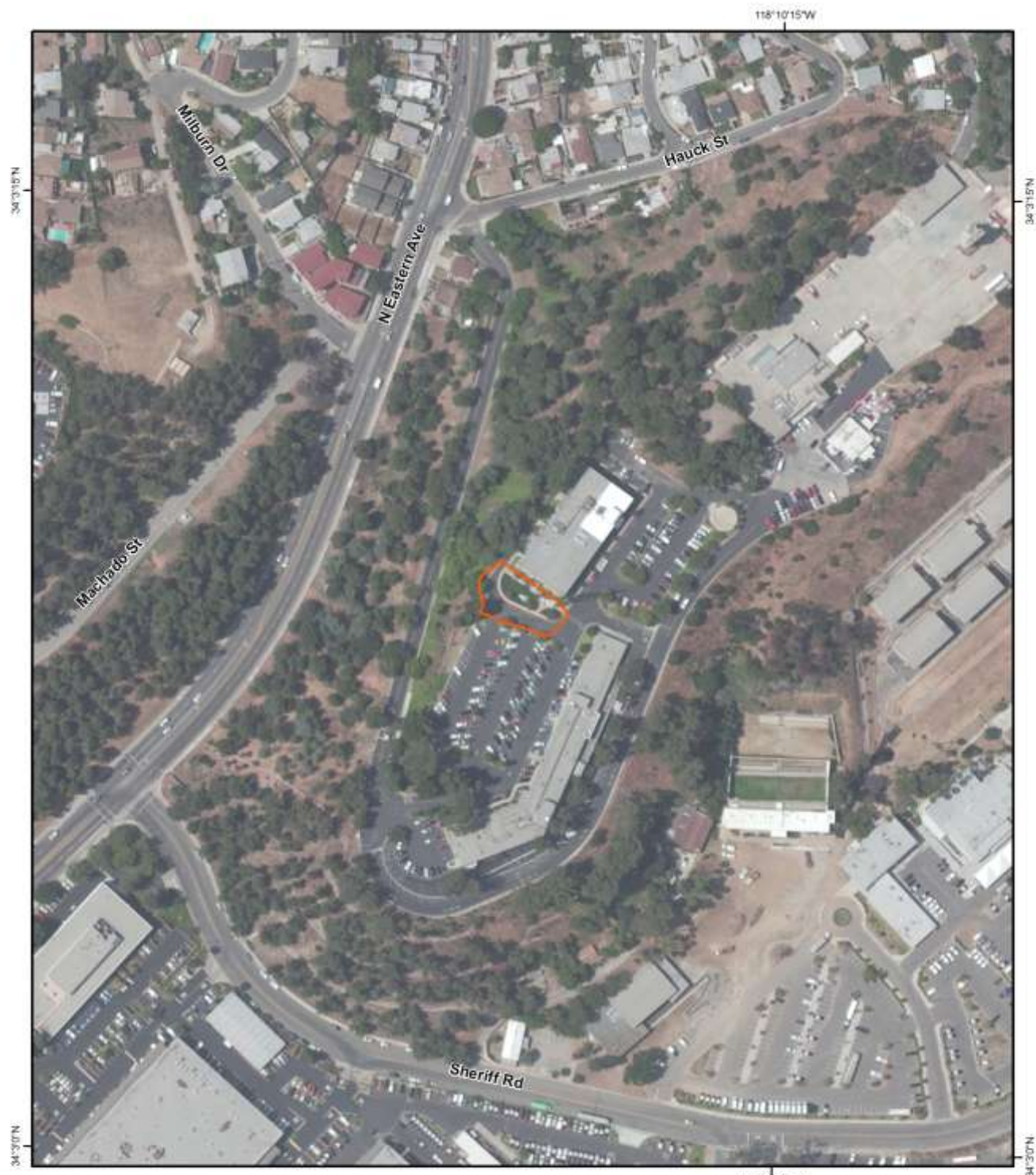
|  |   |   |   |
|--|---|---|---|
| 5.2  | <p>Is the project site located within an airport influence area, airport zone or equivalent planning boundary that is regulated by a comprehensive land use plan that has been adopted by an airport land use commission?</p> <p>If yes, does the new antenna support structure comply with all mandated height restrictions within the applicable comprehensive land use plan?</p> | <input type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No<br><br><input type="checkbox"/> No |
| <p>Rationale: The site is not located within an airport influence area, airport zone or equivalent planning boundary. Therefore, height restrictions are not applicable.</p> |   |   |   |

|   |  |   |                             |
|---|--|---|-----------------------------|
| 5.3   | <p>Does the new antenna support structure comply with all other State and federal height restrictions?</p> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <p>Rationale: No applicable State or Federal height restrictions were identified.</p> |  |   |                             |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO SYSTEM SPECIFICATION (Criterion #6)**

|   |   |  |  |
|---|---|--|--|
| 6.1   | <p>Does the project require a new central system switch?</p> <p>Will the new central system switch be located within an existing enclosed structure at a publicly-owned site?</p> <p>Will the new central system switch be housed at an existing private communications facility?</p> | <input checked="" type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes | <input type="checkbox"/> No<br><br><input type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No |
| <p>Rationale: The LMR system has two central system switches. These switches are located at existing enclosed structures at publically owned sites.</p> |   |  |  |

### Project Site Map



LMR Site Direct APE



Site ID:  
FCCF



**PUBLIC RESOURCES CODE § 21080.25  
CEQA EXEMPTION WORKSHEET**

**Los Angeles Regional Interoperable Communications System (LA-RICS) Authority's  
Land Mobile Radio (LMR) System**

|                      |   |                        |                    |
|----------------------|---|------------------------|--------------------|
| <b>Completed By:</b> | Jason Walsh, Paige Peyton, Bruce Palmer, Beth Defend, Chris Odenthal, Andy Priest | <b>Site Id:</b>        | HPK<br>Hauser Peak |
| <b>Reviewed By:</b>  | Carl Rykaczewski  | <b>Property Owner:</b> | LA County          |
| <b>Date:</b>         | 10/20/2014  | <b>Map Attached:</b>   | Yes                |

Pursuant to Public Resources Code § 21080.25, until January 1, 2017, CEQA does not apply to the design, site acquisition, construction, operation, or maintenance of certain structures and equipment of the Los Angeles Regional Interoperable Communication System (LA-RICS) if certain criteria are met at the individual project site. The following CEQA Exemption worksheet identifies the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and whether the criteria are met at the individual project site being evaluated in the worksheet, as well as the explanation that supports this conclusion. The data that supports these conclusions is available on request from the LA-RICS Authority (the Lead Agency).

**Project Description:**

Site HPK (see Attached Site Map) - Proposed indoor equipment racks to be located in (2) proposed (12'-0"x24'-0") equipment shelters (or one 24'x24' shelter). Proposed backup generator with belly tank mounted on (9'-6"x13'-6") concrete slab to be located inside existing chain link fenced compound. Proposed whip and microwave antennas to be mounted to existing 100-foot and 120-foot lattice towers.

**Findings and Conclusions represent the best professional judgment of investigators who performed field surveys and reviewed available data. The Lead Agency will determine if the site is CEQA Exempt or Non-Exempt.**

**FINDINGS AND CONCLUSIONS**

| PRC § 21080.25 Criteria   | Yes                                 | No                       |
|---|-------------------------------------|--------------------------|
| 1. The project site is publicly owned and already contains one or both of the following: (a) an antenna support structure and (i) antennas, and/or (ii) equipment enclosures; (b) a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Construction and implementation at the project site would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Construction and implementation of the project at the site would not have a substantial adverse impact on historical resources pursuant to Public Resources Code section 21084.1, and is not located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Operation of the project at the site would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

|   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 5. Any new system antenna support structures would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rationale: Based on the information provided below, the proposed site meets the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and would qualify for the LA-RICS Statutory CEQA exemption.                         |                                     |                          |

**DATA AND ANALYSIS**

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO LOCATION CRITERIA (Criterion #1)**

|   |   |                             |
|---|---|-----------------------------|
| 1.1. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site is publically owned.   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| If Yes, who is the owner?   |   | LA County                   |
| 1.2. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site already contains existing antenna support structures (lattice towers, monopoles or roof-mounts) and:   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| The site contains one or both of the following components:  |   |                             |
| i) Antennas   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| ii) Equipment Enclosures  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 1.3. Based on review of Los Angeles County’s Assessor records and GIS data, the project site is a police, sheriff, or fire station or other public facility that transmits or receives public safety radio signals. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO BIOLOGICAL CRITERIA (Criterion #2)**

|  |                              |  |
|--|------------------------------|--|
| 2.1. Based on field survey information, GIS data and/or aerial photographs are wetlands, as defined by PRC 21080.25(a) (7) present within the project site?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/26/2014. The site is along a mountaintop ridgeline; no wetlands are present near the project site. No project-related impacts would occur to wetlands.                   |                              |  |
| 2.2. Based on field survey information, GIS data and/or aerial photographs are riparian areas, as defined by PRC 21080.25(a) (6) present within the project site.                                    | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/26/2014. The site is along a mountaintop ridgeline; no riparian habitats are present near the project site. No project-related impacts would occur to riparian habitats. |                              |  |

|  |   |  |  |
|--|---|--|--|
| 2.3  | <p>Based on available field survey information, GIS data and/or aerial photographs, is habitat of significant value, as defined by PRC 21080.25(a) (2), present within the project site. Specifically:</p> <p>(A) Wildlife habitat of national, statewide, or regional importance?</p> <p>(B) Habitat identified as candidate, fully protected, sensitive, or species of special status by a state or federal agency?</p> <p>(C) Habitat essential to the movement of resident or migratory wildlife?</p> | <input type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 8/26/2014. The site is within the chaparral vegetation community and part of a open space habitat block. Due to extremely steep slopes that are too dangerous for use as a work area, all construction activities would be contained within the existing disturbance area. The proposed developments are consistent with current site usage and will not alter the nature of site impacts. No project-related impacts would occur to these species or habitats.</p> |   |  |  |

|  |   |  |  |
|--|---|--|--|
| 2.4  | <p>Based on available field survey information, GIS data and/or aerial photographs, does the project have the potential to harm:</p> <p>(A) Species or habitat protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.)?</p> <p>(B) Species protected by the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code)?</p> <p>(C) Species or habitat protected by the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code)?</p> | <input type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 8/26/2014. The site is within the chaparral vegetation community. Site conditions do not provide habitat conditions suitable for these species. No project-related impacts would occur to special status species.</p> |   |  |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HISTORICAL CRITERIA (Criterion #3)**

|   |   |                              |  |
|---|---|------------------------------|--|
| 3.1   | <p>Would facilities at the project site be located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993.</p> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Based on archival research, the proposed facilities at the HPK project location will not be located on sacred lands or other cultural sites (CHRIS data 2014; Letter from the Native American Heritage Commission 15 September 2014). Sites of this nature have not been identified at any location within a one-half mile radius of the project footprint.</p> |   |                              |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 3.2  | Based on available field survey info, records search, and/or aerial photos would project construction and implementation at the project site have a substantial adverse impact on historic resources pursuant to PRC Section 21084.1? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The direct area of potential effects (APE) for cultural resources assessments encompasses the construction footprint, which includes all ground disturbing areas and any historical buildings or structures that might be affected directly by LMR activities (see attached figure). For the indirect APE, a one-half mile radius surrounding the direct APE is used to assess any potential indirect (visual) effects on historical resources within the viewshed. Based on archival research (CHRIS data 2014), there are no historical resources within either the direct or one-half mile indirect (visual) APE. The site has been heavily disturbed from the previous construction of communications towers and associated equipment and the installation of LMR equipment will be in character with the existing facilities both within the project footprint and elsewhere within the viewshed. Buildings and structures within the entire indirect APE consist solely of communications-related equipment. As a result, there will be no substantial adverse impact on historic resources.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO EXPOSURE STANDARDS (Criterion #4)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 4.1   | Would operation of the project at the site exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The Contractor is contractually required to perform an RF emission safety study prior to construction that will model the RF emission level from all equipment on site, and demonstrate that it complies with the FCC guidelines and regulations on MPE for the General Public/Uncontrolled and for the Occupational/ Controlled groups per OET Bulletin 65. The contractor is also required to verify, prior to operation, that the LMR System facilities at the site do not exceed FCC and OSHA Maximum Permissible Exposure (MPE) limits for the power density and magnetic and electric field strength from radiofrequency (RF) transmitters, including but not limited to MPE standards set forth in Sections 1.307 and 1.1310 of Title 47 of the Code of Federal Regulations. After installation of the LMR facilities, the contractor must conduct field measurements to confirm RF emission levels are in compliance and must identify, resolve, and correct any non-compliance (including the posting of appropriate signage) until compliance can be demonstrated. Therefore, operation of the project at the site would not exceed MPE standards established by the FCC.</p> |  |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HEIGHT REQUIREMENTS (Criterion #5)**

|  |   |                              |  |
|--|---|------------------------------|--|
| 5.1  | Will the project construct new antenna support structures on the site?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | If new antenna structure is a monopole would it exceed 70 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes | <input type="checkbox"/> No            |
|  | If new antenna structure is a lattice would it exceed 180 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes | <input type="checkbox"/> No            |
| <p>Rationale: No new antenna support structures would be constructed on the site. Proposed whip and microwave antennas to be mounted to existing 100-foot and 120-foot lattice towers.</p> |   |                              |  |

|  |   |   |   |
|--|---|---|---|
| 5.2  | <p>Is the project site located within an airport influence area, airport zone or equivalent planning boundary that is regulated by a comprehensive land use plan that has been adopted by an airport land use commission?</p> <p>If yes, does the new antenna support structure comply with all mandated height restrictions within the applicable comprehensive land use plan?</p> | <input type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No<br><br><input type="checkbox"/> No |
| <p>Rationale: The site is not located within an airport influence area, airport zone or equivalent planning boundary. Therefore, height restrictions are not applicable.</p> |   |   |   |

|   |  |                              |                             |
|---|--|------------------------------|-----------------------------|
| 5.3   | <p>Does the new antenna support structure comply with all other State and federal height restrictions?</p> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <p>Rationale: No applicable State or Federal height restrictions were identified.</p> |  |                              |                             |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO SYSTEM SPECIFICATION (Criterion #6)**

|   |   |  |  |
|---|---|--|--|
| 6.1   | <p>Does the project require a new central system switch?</p> <p>Will the new central system switch be located within an existing enclosed structure at a publicly-owned site?</p> <p>Will the new central system switch be housed at an existing private communications facility?</p> | <input checked="" type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes | <input type="checkbox"/> No<br><br><input type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No |
| <p>Rationale: The LMR system has two central system switches. These switches are located at existing enclosed structures at publically owned sites.</p> |   |  |  |

### Project Site Map



LMR Site Direct APE



Site ID:  
HPK

**PUBLIC RESOURCES CODE § 21080.25  
CEQA EXEMPTION WORKSHEET**

**Los Angeles Regional Interoperable Communications System (LA-RICS) Authority's  
Land Mobile Radio (LMR) System**

|                      |   |                        |                                      |
|----------------------|---|------------------------|--------------------------------------|
| <b>Completed By:</b> | Jason Walsh, Paige Peyton, Bruce Palmer, Beth Defend, Chris Odenthal, Andy Priest | <b>Site Id:</b>        | LACF028<br>County FS 28              |
| <b>Reviewed By:</b>  | Carl Rykaczewski  | <b>Property Owner:</b> | LA County Consolidated Fire District |
| <b>Date:</b>         | 10/20/2014  | <b>Map Attached:</b>   | Yes                                  |

Pursuant to Public Resources Code § 21080.25, until January 1, 2017, CEQA does not apply to the design, site acquisition, construction, operation, or maintenance of certain structures and equipment of the Los Angeles Regional Interoperable Communication System (LA-RICS) if certain criteria are met at the individual project site. The following CEQA Exemption worksheet identifies the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and whether the criteria are met at the individual project site being evaluated in the worksheet, as well as the explanation that supports this conclusion. The data that supports these conclusions is available on request from the LA-RICS Authority (the Lead Agency).

**Project Description:**

Site LACF028 (see Attached Site Map) - Proposed indoor equipment to be located inside proposed (12'-0"x16'-0") equipment shelter. Proposed whip and microwave antennas mounted on proposed 70-foot monopole. Proposed backup generator with belly fuel tank mounted on (6'-6"x11'-0") concrete pad.

**Findings and Conclusions represent the best professional judgment of investigators who performed field surveys and reviewed available data. The Lead Agency will determine if the site is CEQA Exempt or Non-Exempt.**

**FINDINGS AND CONCLUSIONS**

| PRC § 21080.25 Criteria   | Yes                                 | No                       |
|---|-------------------------------------|--------------------------|
| 1. The project site is publicly owned and already contains one or both of the following: (a) an antenna support structure and (i) antennas, and/or (ii) equipment enclosures; (b) a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Construction and implementation at the project site would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Construction and implementation of the project at the site would not have a substantial adverse impact on historical resources pursuant to Public Resources Code section 21084.1, and is not located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Operation of the project at the site would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

|   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 5. Any new system antenna support structures would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rationale: Based on the information provided below, the proposed site meets the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and would qualify for the LA-RICS Statutory CEQA exemption.                         |                                     |                          |

**DATA AND ANALYSIS**

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO LOCATION CRITERIA (Criterion #1)**

|   |   |  |
|---|---|--|
| 1.1. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site is publically owned.   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| If Yes, who is the owner? LA County Consolidated Fire District  |   |  |
| 1.2. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site already contains existing antenna support structures (lattice towers, monopoles or roof-mounts) and:   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| The site contains one or both of the following components:  |   |  |
| i) Antennas   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| ii) Equipment Enclosures  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| 1.3. Based on review of Los Angeles County’s Assessor records and GIS data, the project site is a police, sheriff, or fire station or other public facility that transmits or receives public safety radio signals. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO BIOLOGICAL CRITERIA (Criterion #2)**

|  |                              |  |
|--|------------------------------|--|
| 2.1. Based on field survey information, GIS data and/or aerial photographs are wetlands, as defined by PRC 21080.25(a) (7) present within the project site?                                      | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/7/2014. The project site is within a total urban setting; no wetlands are present near the site. No project-related impacts would occur to wetlands.                 |                              |  |
| 2.2. Based on field survey information, GIS data and/or aerial photographs are riparian areas, as defined by PRC 21080.25(a) (6) present within the project site.                                | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/7/2014. The project site is within a total urban setting; no riparian habitat is present near the site. No project-related impacts would occur to riparian habitats. |                              |  |



|  |   |                              |  |
|--|---|------------------------------|--|
| 2.3  | Based on available field survey information, GIS data and/or aerial photographs, is habitat of significant value, as defined by PRC 21080.25(a) (2), present within the project site. Specifically: |                              |  |
|  | (A) Wildlife habitat of national, statewide, or regional importance?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (B) Habitat identified as candidate, fully protected, sensitive, or species of special status by a state or federal agency?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (C) Habitat essential to the movement of resident or migratory wildlife?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 8/7/2014. The project site is within a total urban setting and no native habitats are present; large street trees occur in along Greenleaf Avenue. No project-related impacts would occur to these species or habitats.</p> |   |                              |  |

|   |   |                              |  |
|---|---|------------------------------|--|
| 2.4   | Based on available field survey information, GIS data and/or aerial photographs, does the project have the potential to harm:                                   |                              |  |
|   | (A) Species or habitat protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.)?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (B) Species protected by the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code)?                                 | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (C) Species or habitat protected by the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code)? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 8/7/2014. The project site is within a total urban setting and no native habitats are present. No project-related impacts would occur to special status species.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HISTORICAL CRITERIA (Criterion #3)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 3.1   | Would facilities at the project site be located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Based on archival research, the proposed facilities at the LACF028 project location will not be located on sacred lands or other cultural sites (CHRIS data 2014; Letter from the Native American Heritage Commission 15 September 2014). Sites of this nature have not been identified at any location within a one-half mile radius of the project footprint.</p> |  |                              |  |

|   |   |                              |  |
|---|---|------------------------------|--|
| 3.2   | Based on available field survey info, records search, and/or aerial photos would project construction and implementation at the project site have a substantial adverse impact on historic resources pursuant to PRC Section 21084.1? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The direct area of potential effects (APE) for cultural resources assessments encompasses the construction footprint, which includes all ground disturbing areas and any historical buildings or structures that might be affected directly by LMR activities (see attached figure). For the indirect APE, a one-half mile radius surrounding the direct APE is used to assess any potential indirect (visual) effects on historical resources within the viewshed. Based on archival research, there are no historical resources within the project footprint (direct APE) for LACF028 (CHRIS data 2014). All of the proposed LMR elements will be constructed on an existing paved parking lot adjacent to Country Fire Station 28. The brick fire station building itself is devoid of architectural character and was constructed in 1966; it is not a historical resource. The surrounding environment is densely commercial and residential and visually congested with overhead power and telephone poles and lines and light standards ranging between and 30 and 90 feet in height. Adjacent residential neighborhoods are a mix of architectural styles and encompass both small single family dwellings and apartment buildings. There are 33 recorded sites and structures scattered across the one-half mile indirect (visual) APE; some of which are designated historical resources. Line-of-sight from the closest two recorded resources (Resource No. 160469, a 1923 triplex and Resource No 029272, the East Whittier Water Company Pumphouse) is obstructed by an intervening landscape of mature trees and buildings. As a result, construction of LMR facilities within this project footprint, which is a paved parking lot and already visually congested by vertical infrastructure features would not have a substantial adverse effect on historic properties.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO EXPOSURE STANDARDS (Criterion #4)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 4.1   | Would operation of the project at the site exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The Contractor is contractually required to perform an RF emission safety study prior to construction that will model the RF emission level from all equipment on site, and demonstrate that it complies with the FCC guidelines and regulations on MPE for the General Public/Uncontrolled and for the Occupational/ Controlled groups per OET Bulletin 65. The contractor is also required to verify, prior to operation, that the LMR System facilities at the site do not exceed FCC and OSHA Maximum Permissible Exposure (MPE) limits for the power density and magnetic and electric field strength from radiofrequency (RF) transmitters, including but not limited to MPE standards set forth in Sections 1.307 and 1.1310 of Title 47 of the Code of Federal Regulations. After installation of the LMR facilities, the contractor must conduct field measurements to confirm RF emission levels are in compliance and must identify, resolve, and correct any non-compliance (including the posting of appropriate signage) until compliance can be demonstrated. Therefore, operation of the project at the site would not exceed MPE standards established by the FCC.</p> |  |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HEIGHT REQUIREMENTS (Criterion #5)**

|  |   |   |  |
|--|---|---|--|
| 5.1  | Will the project construct new antenna support structures on the site?  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
|  | If new antenna structure is a monopole would it exceed 70 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
|  | If new antenna structure is a lattice would it exceed 180 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
| <p>Rationale: Proposed whip and microwave antennas to be mounted on proposed new 70-foot monopole.</p> |   |   |  |

|  |   |   |   |
|--|---|---|---|
| 5.2  | <p>Is the project site located within an airport influence area, airport zone or equivalent planning boundary that is regulated by a comprehensive land use plan that has been adopted by an airport land use commission?</p> <p>If yes, does the new antenna support structure comply with all mandated height restrictions within the applicable comprehensive land use plan?</p> | <input type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No<br><br><input type="checkbox"/> No |
| <p>Rationale: The site is not located within an airport influence area, airport zone or equivalent planning boundary. Therefore, height restrictions are not applicable.</p> |   |   |   |

|   |  |   |                             |
|---|--|---|-----------------------------|
| 5.3   | <p>Does the new antenna support structure comply with all other State and federal height restrictions?</p> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <p>Rationale: No applicable State or Federal height restrictions were identified.</p> |  |   |                             |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO SYSTEM SPECIFICATION (Criterion #6)**

|   |   |  |  |
|---|---|--|--|
| 6.1   | <p>Does the project require a new central system switch?</p> <p>Will the new central system switch be located within an existing enclosed structure at a publicly-owned site?</p> <p>Will the new central system switch be housed at an existing private communications facility?</p> | <input checked="" type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes | <input type="checkbox"/> No<br><br><input type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No |
| <p>Rationale: The LMR system has two central system switches. These switches are located at existing enclosed structures at publically owned sites.</p> |   |  |  |

### Project Site Map



LMR Site Direct APE



Site ID:  
LACF028

**PUBLIC RESOURCES CODE § 21080.25  
CEQA EXEMPTION WORKSHEET**

**Los Angeles Regional Interoperable Communications System (LA-RICS) Authority's  
Land Mobile Radio (LMR) System**

|                      |   |                        |                                      |
|----------------------|---|------------------------|--------------------------------------|
| <b>Completed By:</b> | Jason Walsh, Paige Peyton, Bruce Palmer, Beth Defend, Chris Odenthal, Andy Priest | <b>Site Id:</b>        | LACF077<br>County FS 77              |
| <b>Reviewed By:</b>  | Carl Rykaczewski  | <b>Property Owner:</b> | LA County Consolidated Fire District |
| <b>Date:</b>         | 10/20/2014  | <b>Map Attached:</b>   | Yes                                  |

Pursuant to Public Resources Code § 21080.25, until January 1, 2017, CEQA does not apply to the design, site acquisition, construction, operation, or maintenance of certain structures and equipment of the Los Angeles Regional Interoperable Communication System (LA-RICS) if certain criteria are met at the individual project site. The following CEQA Exemption worksheet identifies the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and whether the criteria are met at the individual project site being evaluated in the worksheet, as well as the explanation that supports this conclusion. The data that supports these conclusions is available on request from the LA-RICS Authority (the Lead Agency).

**Project Description:**

Site LACF077 (see Attached Site Map) - Proposed indoor equipment to be located inside proposed (12'-0"x36'-0") equipment shelter. Proposed whip and microwave antennas mounted on proposed 70-foot monopole. Proposed backup generator with belly fuel tank mounted on (8'-6"x11'-0") concrete pad.

**Findings and Conclusions represent the best professional judgment of investigators who performed field surveys and reviewed available data. The Lead Agency will determine if the site is CEQA Exempt or Non-Exempt.**

**FINDINGS AND CONCLUSIONS**

| <b>PRC § 21080.25 Criteria</b>  | <b>Yes</b>                          | <b>No</b>                |
|---|-------------------------------------|--------------------------|
| 1. The project site is publicly owned and already contains one or both of the following: (a) an antenna support structure and (i) antennas, and/or (ii) equipment enclosures; (b) a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Construction and implementation at the project site would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Construction and implementation of the project at the site would not have a substantial adverse impact on historical resources pursuant to Public Resources Code section 21084.1, and is not located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Operation of the project at the site would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

|   |   |                             |
|---|---|-----------------------------|
| 5. Any new system antenna support structures would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Rationale: Based on the information provided below, the proposed site meets the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and would qualify for the LA-RICS Statutory CEQA exemption.                         |   |                             |

**DATA AND ANALYSIS**

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO LOCATION CRITERIA (Criterion #1)**

|   |   |  |
|---|---|--|
| 1.1. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site is publically owned.   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| If Yes, who is the owner? <span style="float: right;">LA County Consolidated Fire District</span>   |   |  |
| 1.2. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site already contains existing antenna support structures (lattice towers, monopoles or roof-mounts) and:   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| The site contains one or both of the following components:  |   |  |
| i) Antennas   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| ii) Equipment Enclosures  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| 1.3. Based on review of Los Angeles County’s Assessor records and GIS data, the project site is a police, sheriff, or fire station or other public facility that transmits or receives public safety radio signals. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO BIOLOGICAL CRITERIA (Criterion #2)**

|  |                              |  |
|--|------------------------------|--|
| 2.1. Based on field survey information, GIS data and/or aerial photographs are wetlands, as defined by PRC 21080.25(a) (7) present within the project site?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/25/2014. The ephemeral drainage of Trust Me Canyon passes just north of the site on the opposite side of a graded dirt road, and then curves to the east of the site across the paved N. Peace Valley Road where the drainage is contained within a concrete lined channel between N Peace Valley Road and I-5. No project activities will impact this drainage. No project-related impacts would occur to wetlands. |                              |  |
| 2.2. Based on field survey information, GIS data and/or aerial photographs are riparian areas, as defined by PRC 21080.25(a) (6) present within the project site.  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/25/2014. No riparian habitats are present associated with the Trust Me Canyon drainage in the project area. No project-related impacts would occur to riparian habitats.   |                              |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 2.3  | Based on available field survey information, GIS data and/or aerial photographs, is habitat of significant value, as defined by PRC 21080.25(a) (2), present within the project site. Specifically: |                              |  |
|  | (A) Wildlife habitat of national, statewide, or regional importance?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (B) Habitat identified as candidate, fully protected, sensitive, or species of special status by a state or federal agency?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (C) Habitat essential to the movement of resident or migratory wildlife?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 8/25/2014. The white-eared Tehachapi pocket mouse (<i>Perognathus alticola inexpectatus</i>), a state species of concern, has been recorded from the general project vicinity. Rodent burrows occur across much of the site; no species-specific surveys have been conducted. However, the project site is outside the species' known geographic range (which extends from the north to about Quail Lake), and the elevation of the project site (3,265 feet) is at a lower elevation than recorded for the speices (3,500 feet). In addition, the site has been extensively degraded by vegetation clearing for the development of the fire station, parking areas, and helicopter landing site. This site does not provide suitable habitat for the species. No project-related impacts would occur to these species or habitats.</p> |   |                              |  |

|   |   |                              |  |
|---|---|------------------------------|--|
| 2.4   | Based on available field survey information, GIS data and/or aerial photographs, does the project have the potential to harm:                                   |                              |  |
|   | (A) Species or habitat protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.)?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (B) Species protected by the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code)?                                 | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (C) Species or habitat protected by the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code)? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 8/25/2014. The site is not considered as suitable for any of these special status species. No project-related impacts would occur to special status species.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HISTORICAL CRITERIA (Criterion #3)**

|  |  |                              |  |
|--|--|------------------------------|--|
| 3.1  | Would facilities at the project site be located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Based on archival research, the proposed facilities at the LACF077 project location will not be located on sacred lands or other cultural sites (CHRIS data 2014; Letter from the Native American Heritage Commission 15 September 2014). The closest site of this nature to the project area is a large prehistoric archaeological site (Resource No. P-19-000926) located at two separate but associated locations. These sites were partially bulldozed during the construction of a power-line road. The disturbed site is situated .42 mile southwest of the direct project site.</p> |  |                              |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 3.2  | Based on available field survey info, records search, and/or aerial photos would project construction and implementation at the project site have a substantial adverse impact on historic resources pursuant to PRC Section 21084.1? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The direct area of potential effects (APE) for cultural resources assessments encompasses the construction footprint, which includes all ground disturbing areas and any historical buildings or structures that might be affected directly by LMR activities (see attached figure). For the indirect APE, a one-half mile radius surrounding the direct APE is used to assess any potential indirect (visual) effects on historical resources within the viewshed. Based on archival research, there are no historical resources within the project footprint (direct APE) (CHRIS data 2014). The footprint is adjacent to Fire Station 77, which was constructed in 1988 and is not a historical resource. Activities at this site will be new construction that includes a 70-foot monopole, equipment shelter, and associated infrastructure features, all of which will take place within an area that has been disturbed through previous construction and operational use (compacted earth parking lot and helipad). The one-half mile indirect (visual) APE is bisected by the Golden State Freeway, which disrupts the viewshed. The east side of the freeway is undeveloped land except for a few paved and unpaved roads, a pump station, and a cluster of communications towers. The west side of the freeway supports Fire Station 077 and scattered farm buildings (including a residence), and open space. Within the indirect APE, there are five recorded resources, none of which are designated historical resources. Recorded resources include one large prehistoric archaeological site (Resource No. P-19-000926) located at two separate but associated locations. These sites were partially bulldozed during the construction of a power-line road. Recorded resources also include three historic-era archaeological sites. The farm residence is .22 miles to the southwest with its line-of-sight to the proposed project area interrupted by rolling terrain and mature vegetation. With the existing disturbance within the project footprint, the distance to the identified archaeological sites, and the interrupted line-of-sight between LACF077 and the ranch dwelling, the installation of LMR elements at this project location would not be expected to have a substantial adverse effects on historical resources. In addition, the same LACF077 footprint has undergone previous environmental review under the LTE program and the California State Historic Preservation Officer (SHPO) has stated that there will be no historic properties affected (SHPO Letter 23 September 2014).</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO EXPOSURE STANDARDS (Criterion #4)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 4.1   | Would operation of the project at the site exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The Contractor is contractually required to perform an RF emission safety study prior to construction that will model the RF emission level from all equipment on site, and demonstrate that it complies with the FCC guidelines and regulations on MPE for the General Public/Uncontrolled and for the Occupational/ Controlled groups per OET Bulletin 65. The contractor is also required to verify, prior to operation, that the LMR System facilities at the site do not exceed FCC and OSHA Maximum Permissible Exposure (MPE) limits for the power density and magnetic and electric field strength from radiofrequency (RF) transmitters, including but not limited to MPE standards set forth in Sections 1.307 and 1.1310 of Title 47 of the Code of Federal Regulations. After installation of the LMR facilities, the contractor must conduct field measurements to confirm RF emission levels are in compliance and must identify, resolve, and correct any non-compliance (including the posting of appropriate signage) until compliance can be demonstrated. Therefore, operation of the project at the site would not exceed MPE standards established by the FCC.</p> |  |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HEIGHT REQUIREMENTS (Criterion #5)**

|  |   |   |  |
|--|---|---|--|
| 5.1  | Will the project construct new antenna support structures on the site?  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
|  | If new antenna structure is a monopole would it exceed 70 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
|  | If new antenna structure is a lattice would it exceed 180 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
| <p>Rationale: Proposed whip and microwave antennas to be mounted on proposed new 70-foot monopole.</p> |   |   |  |



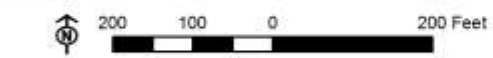
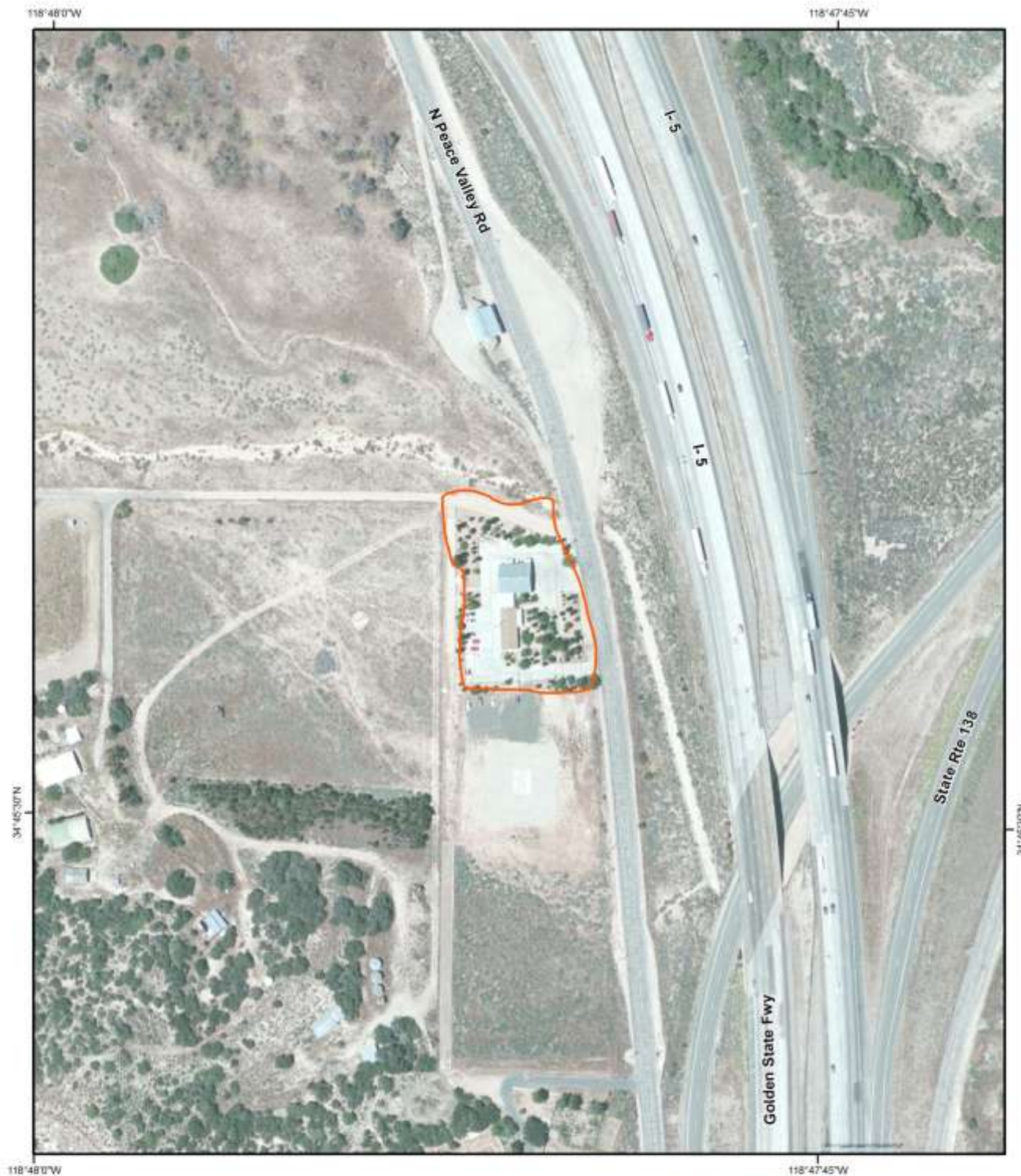
|  |   |   |   |
|--|---|---|---|
| 5.2  | <p>Is the project site located within an airport influence area, airport zone or equivalent planning boundary that is regulated by a comprehensive land use plan that has been adopted by an airport land use commission?</p> <p>If yes, does the new antenna support structure comply with all mandated height restrictions within the applicable comprehensive land use plan?</p> | <input type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No<br><br><input type="checkbox"/> No |
| <p>Rationale: The site is not located within an airport influence area, airport zone or equivalent planning boundary. Therefore, height restrictions are not applicable.</p> |   |   |   |

|   |  |   |                             |
|---|--|---|-----------------------------|
| 5.3   | <p>Does the new antenna support structure comply with all other State and federal height restrictions?</p> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <p>Rationale: No applicable State or Federal height restrictions were identified.</p> |  |   |                             |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO SYSTEM SPECIFICATION (Criterion #6)**

|   |   |  |  |
|---|---|--|--|
| 6.1   | <p>Does the project require a new central system switch?</p> <p>Will the new central system switch be located within an existing enclosed structure at a publicly-owned site?</p> <p>Will the new central system switch be housed at an existing private communications facility?</p> | <input checked="" type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes | <input type="checkbox"/> No<br><br><input type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No |
| <p>Rationale: The LMR system has two central system switches. These switches are located at existing enclosed structures at publically owned sites.</p> |   |  |  |

### Project Site Map



LMR Site Direct APE

10/13/2014



Site ID:  
LACF077

**PUBLIC RESOURCES CODE § 21080.25  
CEQA EXEMPTION WORKSHEET**

**Los Angeles Regional Interoperable Communications System (LA-RICS) Authority's  
Land Mobile Radio (LMR) System**

|                      |   |                        |                                      |
|----------------------|---|------------------------|--------------------------------------|
| <b>Completed By:</b> | Jason Walsh, Paige Peyton, Bruce Palmer, Beth Defend, Chris Odenthal, Andy Priest | <b>Site Id:</b>        | LACF091<br>County FS 91              |
| <b>Reviewed By:</b>  | Carl Rykaczewski  | <b>Property Owner:</b> | LA County Consolidated Fire District |
| <b>Date:</b>         | 10/20/2014  | <b>Map Attached:</b>   | Yes                                  |

Pursuant to Public Resources Code § 21080.25, until January 1, 2017, CEQA does not apply to the design, site acquisition, construction, operation, or maintenance of certain structures and equipment of the Los Angeles Regional Interoperable Communication System (LA-RICS) if certain criteria are met at the individual project site. The following CEQA Exemption worksheet identifies the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and whether the criteria are met at the individual project site being evaluated in the worksheet, as well as the explanation that supports this conclusion. The data that supports these conclusions is available on request from the LA-RICS Authority (the Lead Agency).

**Project Description:**

Site LACF091 (see Attached Site Map) - Proposed indoor equipment to be located inside proposed (12'-0"x16'-0") equipment shelter. Proposed whip antennas mounted on proposed 70-foot monopole. Proposed backup generator with belly fuel tank mounted on (6'-6"x11'-0") concrete pad.

**Findings and Conclusions represent the best professional judgment of investigators who performed field surveys and reviewed available data. The Lead Agency will determine if the site is CEQA Exempt or Non-Exempt.**

**FINDINGS AND CONCLUSIONS**

| PRC § 21080.25 Criteria   | Yes                                 | No                       |
|---|-------------------------------------|--------------------------|
| 1. The project site is publicly owned and already contains one or both of the following: (a) an antenna support structure and (i) antennas, and/or (ii) equipment enclosures; (b) a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Construction and implementation at the project site would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Construction and implementation of the project at the site would not have a substantial adverse impact on historical resources pursuant to Public Resources Code section 21084.1, and is not located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Operation of the project at the site would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

|   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 5. Any new system antenna support structures would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rationale: Based on the information provided below, the proposed site meets the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and would qualify for the LA-RICS Statutory CEQA exemption.                         |                                     |                          |

**DATA AND ANALYSIS**

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO LOCATION CRITERIA (Criterion #1)**

|   |   |  |
|---|---|--|
| 1.1. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site is publically owned.   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| If Yes, who is the owner? <span style="float: right;">LA County Consolidated Fire District</span>   |   |  |
| 1.2. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site already contains existing antenna support structures (lattice towers, monopoles or roof-mounts) and:   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| The site contains one or both of the following components:  |   |  |
| i) Antennas   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| ii) Equipment Enclosures  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| 1.3. Based on review of Los Angeles County’s Assessor records and GIS data, the project site is a police, sheriff, or fire station or other public facility that transmits or receives public safety radio signals. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO BIOLOGICAL CRITERIA (Criterion #2)**

|  |                              |  |
|--|------------------------------|--|
| 2.1. Based on field survey information, GIS data and/or aerial photographs are wetlands, as defined by PRC 21080.25(a) (7) present within the project site?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/7/2014. The site is within an entirely urban setting; no wetlands are located within the project vicinity. No project-related impacts would occur to wetlands.                   |                              |  |
| 2.2. Based on field survey information, GIS data and/or aerial photographs are riparian areas, as defined by PRC 21080.25(a) (6) present within the project site.  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/7/2014. The site is within an entirely urban setting; no riparian habitats are located within the project vicinity. No project-related impacts would occur to riparian habitats. |                              |  |

|   |   |                              |  |
|---|---|------------------------------|--|
| 2.3   | Based on available field survey information, GIS data and/or aerial photographs, is habitat of significant value, as defined by PRC 21080.25(a) (2), present within the project site. Specifically: |                              |  |
|   | (A) Wildlife habitat of national, statewide, or regional importance?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (B) Habitat identified as candidate, fully protected, sensitive, or species of special status by a state or federal agency?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (C) Habitat essential to the movement of resident or migratory wildlife?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 8/7/2014. The site is within an extensive urban setting; many ornamental trees are present as well as several mature oak trees. No project-related impacts would occur to these species or habitats.</p> |   |                              |  |

|   |   |                              |  |
|---|---|------------------------------|--|
| 2.4   | Based on available field survey information, GIS data and/or aerial photographs, does the project have the potential to harm:                                   |                              |  |
|   | (A) Species or habitat protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.)?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (B) Species protected by the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code)?                                 | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (C) Species or habitat protected by the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code)? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 8/7/2014. The site is within an extensive urban setting; many ornamental trees are present as well as several mature oak trees. No special status species are expected to occur in the area. No project-related impacts would occur to special status species.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HISTORICAL CRITERIA (Criterion #3)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 3.1   | Would facilities at the project site be located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Based on archival research, the proposed facilities at the LACF091 project location will not be located on sacred lands or other cultural sites (CHRIS data 2014; Letter from the Native American Heritage Commission 15 September 2014). Sites of this nature have not been identified at any location within a one-half mile radius of the project footprint.</p> |  |                              |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 3.2  | Based on available field survey info, records search, and/or aerial photos would project construction and implementation at the project site have a substantial adverse impact on historic resources pursuant to PRC Section 21084.1? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The direct area of potential effects (APE) for cultural resources assessments encompasses the construction footprint, which includes all ground disturbing areas and any historical buildings or structures that might be affected directly by LMR activities (see attached figure). For the indirect APE, a one-half mile radius surrounding the direct APE is used to assess any potential indirect (visual) effects on historical resources within the viewshed. Based on archival research, there are no historical resources within in either the direct or indirect (visual) APEs for the LACF091 project location (CHRIS data 2014). The project footprint (direct APE) is partially paved and partially on disturbed planter/flowerbed areas that contain mature shrubs and tall trees, a storage shed, and a retaining wall. Los Angeles County Fire Station 91, which covers the southeastern portion of the project footprint was constructed in 1959 and is not a designated historical resource. A new equipment shelter and backup generator will be located in the northwest planter area and additional whip and microwave antennas will be mounted on a proposed 70-foot monopole within the existing parking lot. The landscape of the indirect APE is urban. The eastern half of the indirect APE encompasses subdivisions that were constructed in the 1960s, none of which are designated historical resources. The western half of the indirect APE displays residences on larger parcels and dotted along the fingers of a prominent ridge, most of which were constructed in the 1990s. With the exception of a single family residence directly across the street from LACF091 (constructed in 1962), the LMR equipment would be largely obscured from view because of rolling terrain and mature vegetation. As a result, construction of LMR elements at LACF091 would not have a substantial adverse impact on historical resources.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO EXPOSURE STANDARDS (Criterion #4)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 4.1   | Would operation of the project at the site exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The Contractor is contractually required to perform an RF emission safety study prior to construction that will model the RF emission level from all equipment on site, and demonstrate that it complies with the FCC guidelines and regulations on MPE for the General Public/Uncontrolled and for the Occupational/ Controlled groups per OET Bulletin 65. The contractor is also required to verify, prior to operation, that the LMR System facilities at the site do not exceed FCC and OSHA Maximum Permissible Exposure (MPE) limits for the power density and magnetic and electric field strength from radiofrequency (RF) transmitters, including but not limited to MPE standards set forth in Sections 1.307 and 1.1310 of Title 47 of the Code of Federal Regulations. After installation of the LMR facilities, the contractor must conduct field measurements to confirm RF emission levels are in compliance and must identify, resolve, and correct any non-compliance (including the posting of appropriate signage) until compliance can be demonstrated. Therefore, operation of the project at the site would not exceed MPE standards established by the FCC.</p> |  |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HEIGHT REQUIREMENTS (Criterion #5)**

|  |   |   |  |
|--|---|---|--|
| 5.1  | Will the project construct new antenna support structures on the site?  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
|  | If new antenna structure is a monopole would it exceed 70 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
|  | If new antenna structure is a lattice would it exceed 180 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
| <p>Rationale: Proposed whip and microwave antennas to be mounted on proposed new 70-foot monopole.</p> |   |   |  |

|  |   |   |   |
|--|---|---|---|
| 5.2  | <p>Is the project site located within an airport influence area, airport zone or equivalent planning boundary that is regulated by a comprehensive land use plan that has been adopted by an airport land use commission?</p> <p>If yes, does the new antenna support structure comply with all mandated height restrictions within the applicable comprehensive land use plan?</p> | <input type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No<br><br><input type="checkbox"/> No |
| <p>Rationale: The site is not located within an airport influence area, airport zone or equivalent planning boundary. Therefore, height restrictions are not applicable.</p> |   |   |   |


|   |  |   |                             |
|---|--|---|-----------------------------|
| 5.3   | <p>Does the new antenna support structure comply with all other State and federal height restrictions?</p> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <p>Rationale: No applicable State or Federal height restrictions were identified.</p> |  |   |                             |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO SYSTEM SPECIFICATION (Criterion #6)**

|   |   |  |  |
|---|---|--|--|
| 6.1   | <p>Does the project require a new central system switch?</p> <p>Will the new central system switch be located within an existing enclosed structure at a publicly-owned site?</p> <p>Will the new central system switch be housed at an existing private communications facility?</p> | <input checked="" type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes | <input type="checkbox"/> No<br><br><input type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No |
| <p>Rationale: The LMR system has two central system switches. These switches are located at existing enclosed structures at publically owned sites.</p> |   |  |  |

### Project Site Map



 LMR Site Direct APE

7/11/2014



Site ID:  
LACF091



**PUBLIC RESOURCES CODE § 21080.25  
CEQA EXEMPTION WORKSHEET**

**Los Angeles Regional Interoperable Communications System (LA-RICS) Authority's  
Land Mobile Radio (LMR) System**

|                      |   |                        |                                      |
|----------------------|---|------------------------|--------------------------------------|
| <b>Completed By:</b> | Jason Walsh, Paige Peyton, Bruce Palmer, Beth Defend, Chris Odenthal, Andy Priest | <b>Site Id:</b>        | LACF119<br>County FS 119             |
| <b>Reviewed By:</b>  | Carl Rykaczewski  | <b>Property Owner:</b> | LA County Consolidated Fire District |
| <b>Date:</b>         | 10/20/2014  | <b>Map Attached:</b>   | Yes                                  |

Pursuant to Public Resources Code § 21080.25, until January 1, 2017, CEQA does not apply to the design, site acquisition, construction, operation, or maintenance of certain structures and equipment of the Los Angeles Regional Interoperable Communication System (LA-RICS) if certain criteria are met at the individual project site. The following CEQA Exemption worksheet identifies the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and whether the criteria are met at the individual project site being evaluated in the worksheet, as well as the explanation that supports this conclusion. The data that supports these conclusions is available on request from the LA-RICS Authority (the Lead Agency).

**Project Description:**

Site LACF119 (see Attached Site Map) - Proposed indoor equipment to be located inside proposed (12'-0"x16'-0") equipment shelter. Proposed whip and microwave antennas mounted on proposed 70-foot monopole. Proposed backup generator with belly fuel tank mounted on (6'-6"x11'-0") concrete pad.

**Findings and Conclusions represent the best professional judgment of investigators who performed field surveys and reviewed available data. The Lead Agency will determine if the site is CEQA Exempt or Non-Exempt.**

**FINDINGS AND CONCLUSIONS**

| PRC § 21080.25 Criteria   | Yes                                 | No                       |
|---|-------------------------------------|--------------------------|
| 1. The project site is publicly owned and already contains one or both of the following: (a) an antenna support structure and (i) antennas, and/or (ii) equipment enclosures; (b) a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Construction and implementation at the project site would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Construction and implementation of the project at the site would not have a substantial adverse impact on historical resources pursuant to Public Resources Code section 21084.1, and is not located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Operation of the project at the site would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

|   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 5. Any new system antenna support structures would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rationale: Based on the information provided below, the proposed site meets the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and would qualify for the LA-RICS Statutory CEQA exemption.                         |                                     |                          |

**DATA AND ANALYSIS**

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO LOCATION CRITERIA (Criterion #1)**

|   |   |  |
|---|---|--|
| 1.1. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site is publically owned.   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| If Yes, who is the owner? LA County Consolidated Fire District  |   |  |
| 1.2. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site already contains existing antenna support structures (lattice towers, monopoles or roof-mounts) and:   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| The site contains one or both of the following components:  |   |  |
| i) Antennas   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| ii) Equipment Enclosures  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| 1.3. Based on review of Los Angeles County’s Assessor records and GIS data, the project site is a police, sheriff, or fire station or other public facility that transmits or receives public safety radio signals. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO BIOLOGICAL CRITERIA (Criterion #2)**

|   |                              |  |
|---|------------------------------|--|
| 2.1. Based on field survey information, GIS data and/or aerial photographs are wetlands, as defined by PRC 21080.25(a) (7) present within the project site?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 9/24/2014. The site is within an entirely urban setting; no wetlands are located within the project area. No project-related impacts would occur to wetlands.                   |                              |  |
| 2.2. Based on field survey information, GIS data and/or aerial photographs are riparian areas, as defined by PRC 21080.25(a) (6) present within the project site.   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 9/24/2014. The site is within an entirely urban setting; no riparian habitats are located within the project area. No project-related impacts would occur to riparian habitats. |                              |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 2.3  | Based on available field survey information, GIS data and/or aerial photographs, is habitat of significant value, as defined by PRC 21080.25(a) (2), present within the project site. Specifically: |                              |  |
|  | (A) Wildlife habitat of national, statewide, or regional importance?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (B) Habitat identified as candidate, fully protected, sensitive, or species of special status by a state or federal agency?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (C) Habitat essential to the movement of resident or migratory wildlife?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 9/24/2014. The site is within an entirely urban setting; is largely paved; is adjacent to residential properties; is largely surrounded by ornamental plants; and the limited areas that have not been developed have been cleared of vegetation for fire protection. No habitat is present for these species. No project-related impacts would occur to these species or habitats.</p> |   |                              |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 2.4  | Based on available field survey information, GIS data and/or aerial photographs, does the project have the potential to harm:                                   |                              |  |
|  | (A) Species or habitat protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.)?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (B) Species protected by the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code)?                                 | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (C) Species or habitat protected by the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code)? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 9/24/2014. The site is within an entirely urban setting; is largely paved; is adjacent to residential properties; is largely surrounded by ornamental plants; and the limited areas that have not been developed have been cleared of vegetation for fire protection. No habitat is present for special status species. No project-related impacts would occur to special status species.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HISTORICAL CRITERIA (Criterion #3)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 3.1   | Would facilities at the project site be located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Based on archival research, the proposed facilities at the LACF119 project location will not be located on sacred lands or other cultural sites (CHRIS data 2014; Letter from the Native American Heritage Commission 15 September 2014). Sites of this nature have not been identified at any location within a one-half mile radius of the project footprint.</p> |  |                              |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 3.2  | Based on available field survey info, records search, and/or aerial photos would project construction and implementation at the project site have a substantial adverse impact on historic resources pursuant to PRC Section 21084.1? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The direct area of potential effects (APE) for cultural resources assessments encompasses the construction footprint, which includes all ground disturbing areas and any historical buildings or structures that might be affected directly by LMR activities (see attached figure). For the indirect APE, a one-half mile radius surrounding the direct APE is used to assess any potential indirect (visual) effects on historical resources within the viewshed. Based on archival research, there are no historical resources located within either the direct or one-half mile indirect APEs for the LACF119 project location (CHRIS data 2014). The project footprint (direct APE) encompasses predominantly paved parking areas, with a small portion of disturbed ground that is used as a flowerbed/planter containing shrubs and trees and several car canopies. Los Angeles County Fire Station 119 is located within the paved area. The station was constructed in 1986 and is not a historical resource. New equipment racks will be located in a proposed equipment shelter and the proposed backup generator would be mounted on a concrete pad in the planter area. Whip and microwave antennas will be mounted on a proposed 70-foot monopole also within the planter area and would be partially obscured by trees and the fire station. The landscape of the indirect APE encompasses, medium and low density residential areas as well as areas of undeveloped land and open space. Residences within the APE were constructed in the late 1980s. Although the monopole may be partially visible from areas of the surrounding community, there are no historic resources within the viewshed and the monopole would be largely obscured by the intervening rolling terrain and mature vegetation. As a result, construction of LMR elements at the LACF119 project location would not have a substantial adverse impact on historical resources.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO EXPOSURE STANDARDS (Criterion #4)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 4.1   | Would operation of the project at the site exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The Contractor is contractually required to perform an RF emission safety study prior to construction that will model the RF emission level from all equipment on site, and demonstrate that it complies with the FCC guidelines and regulations on MPE for the General Public/Uncontrolled and for the Occupational/ Controlled groups per OET Bulletin 65. The contractor is also required to verify, prior to operation, that the LMR System facilities at the site do not exceed FCC and OSHA Maximum Permissible Exposure (MPE) limits for the power density and magnetic and electric field strength from radiofrequency (RF) transmitters, including but not limited to MPE standards set forth in Sections 1.307 and 1.1310 of Title 47 of the Code of Federal Regulations. After installation of the LMR facilities, the contractor must conduct field measurements to confirm RF emission levels are in compliance and must identify, resolve, and correct any non-compliance (including the posting of appropriate signage) until compliance can be demonstrated. Therefore, operation of the project at the site would not exceed MPE standards established by the FCC.</p> |  |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HEIGHT REQUIREMENTS (Criterion #5)**

|  |   |   |  |
|--|---|---|--|
| 5.1  | Will the project construct new antenna support structures on the site?  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
|  | If new antenna structure is a monopole would it exceed 70 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
|  | If new antenna structure is a lattice would it exceed 180 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
| <p>Rationale: Proposed whip and microwave antennas to be mounted on proposed new 70-foot monopole.</p> |   |   |  |

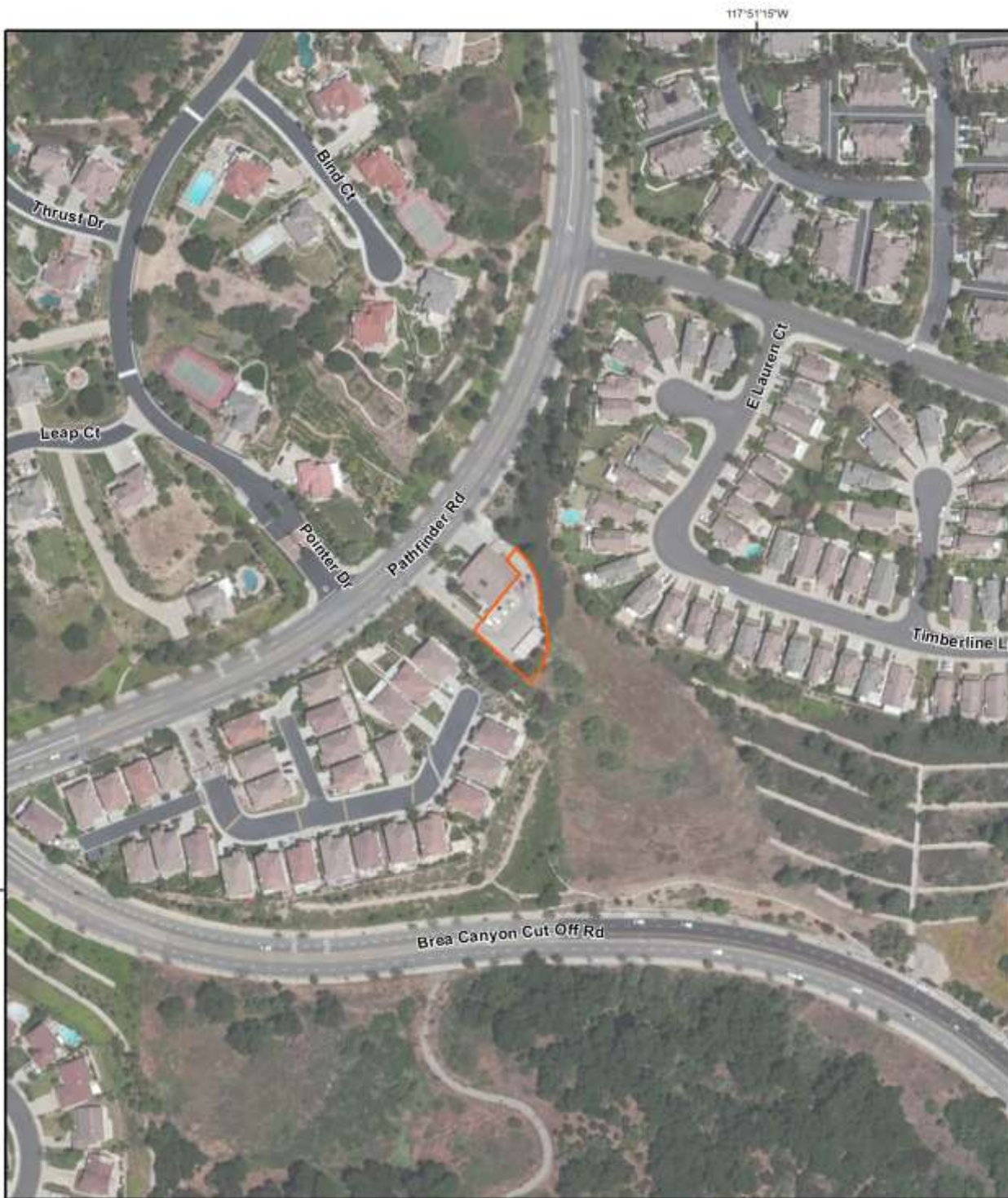
|  |   |   |   |
|--|---|---|---|
| 5.2  | <p>Is the project site located within an airport influence area, airport zone or equivalent planning boundary that is regulated by a comprehensive land use plan that has been adopted by an airport land use commission?</p> <p>If yes, does the new antenna support structure comply with all mandated height restrictions within the applicable comprehensive land use plan?</p> | <input type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No<br><br><input type="checkbox"/> No |
| <p>Rationale: The site is not located within an airport influence area, airport zone or equivalent planning boundary. Therefore, height restrictions are not applicable.</p> |   |   |   |

|   |  |   |                             |
|---|--|---|-----------------------------|
| 5.3   | <p>Does the new antenna support structure comply with all other State and federal height restrictions?</p> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <p>Rationale: No applicable State or Federal height restrictions were identified.</p> |  |   |                             |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO SYSTEM SPECIFICATION (Criterion #6)**

|   |   |  |  |
|---|---|--|--|
| 6.1   | <p>Does the project require a new central system switch?</p> <p>Will the new central system switch be located within an existing enclosed structure at a publicly-owned site?</p> <p>Will the new central system switch be housed at an existing private communications facility?</p> | <input checked="" type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes | <input type="checkbox"/> No<br><br><input type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No |
| <p>Rationale: The LMR system has two central system switches. These switches are located at existing enclosed structures at publically owned sites.</p> |   |  |  |

### Project Site Map



33°56'30"N

33°56'30"N

117°51'15"W

117°51'15"W



 LMR Site Direct APE

Yan12014



Site ID:  
LACF119

**PUBLIC RESOURCES CODE § 21080.25  
CEQA EXEMPTION WORKSHEET**

**Los Angeles Regional Interoperable Communications System (LA-RICS) Authority's  
Land Mobile Radio (LMR) System**

|                      |   |                        |                                      |
|----------------------|---|------------------------|--------------------------------------|
| <b>Completed By:</b> | Jason Walsh, Paige Peyton, Bruce Palmer, Beth Defend, Chris Odenthal, Andy Priest | <b>Site Id:</b>        | LACF144<br>County FS 144             |
| <b>Reviewed By:</b>  | Carl Rykaczewski  | <b>Property Owner:</b> | LA County Consolidated Fire District |
| <b>Date:</b>         | 10/20/2014  | <b>Map Attached:</b>   | Yes                                  |

Pursuant to Public Resources Code § 21080.25, until January 1, 2017, CEQA does not apply to the design, site acquisition, construction, operation, or maintenance of certain structures and equipment of the Los Angeles Regional Interoperable Communication System (LA-RICS) if certain criteria are met at the individual project site. The following CEQA Exemption worksheet identifies the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and whether the criteria are met at the individual project site being evaluated in the worksheet, as well as the explanation that supports this conclusion. The data that supports these conclusions is available on request from the LA-RICS Authority (the Lead Agency).

**Project Description:**

Site LACF144 (see Attached Site Map) - Proposed indoor equipment to be located inside proposed (12'-0"x16'-0") equipment shelter. Proposed whip and microwave antennas mounted on proposed 70-foot monopole. Proposed backup generator with belly fuel tank mounted on (6'-6"x11'-0") concrete pad.

**Findings and Conclusions represent the best professional judgment of investigators who performed field surveys and reviewed available data. The Lead Agency will determine if the site is CEQA Exempt or Non-Exempt.**

**FINDINGS AND CONCLUSIONS**

| PRC § 21080.25 Criteria   | Yes                                 | No                       |
|---|-------------------------------------|--------------------------|
| 1. The project site is publicly owned and already contains one or both of the following: (a) an antenna support structure and (i) antennas, and/or (ii) equipment enclosures; (b) a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Construction and implementation at the project site would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Construction and implementation of the project at the site would not have a substantial adverse impact on historical resources pursuant to Public Resources Code section 21084.1, and is not located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Operation of the project at the site would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

|   |   |                             |
|---|---|-----------------------------|
| 5. Any new system antenna support structures would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Rationale: Based on the information provided below, the proposed site meets the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and would qualify for the LA-RICS Statutory CEQA exemption.                         |   |                             |

**DATA AND ANALYSIS**

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO LOCATION CRITERIA (Criterion #1)**

|   |   |  |
|---|---|--|
| 1.1. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site is publically owned.   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| If Yes, who is the owner? <span style="float: right;">LA County Consolidated Fire District</span>   |   |  |
| 1.2. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site already contains existing antenna support structures (lattice towers, monopoles or roof-mounts) and:   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| The site contains one or both of the following components:  |   |  |
| i) Antennas   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| ii) Equipment Enclosures  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| 1.3. Based on review of Los Angeles County’s Assessor records and GIS data, the project site is a police, sheriff, or fire station or other public facility that transmits or receives public safety radio signals. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO BIOLOGICAL CRITERIA (Criterion #2)**

|  |                              |  |
|--|------------------------------|--|
| 2.1. Based on field survey information, GIS data and/or aerial photographs are wetlands, as defined by PRC 21080.25(a) (7) present within the project site?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 10/8/2014. The vicinity of the site is fully urbanized. A concrete channel that usually has some water flow occurs immediately north of the site and adjacent to Lindero Canyon Road. The area has a high water table and during winter rains the soil becomes saturated resulting in high levels of runoff. A large man-made lake (Westlake Lake) in the general vicinity receives the flows from this channel. No project activities would affect the channel. No project-related impacts would occur to wetlands. |                              |  |
| 2.2. Based on field survey information, GIS data and/or aerial photographs are riparian areas, as defined by PRC 21080.25(a) (6) present within the project site.  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 10/8/2014. The site vicinity is fully urbanized. The nearby drainage channel is lined with concrete so no riparian habitats are present. No project-related impacts would occur to riparian habitats.  |                              |  |



|  |   |                              |  |
|--|---|------------------------------|--|
| 2.3  | Based on available field survey information, GIS data and/or aerial photographs, is habitat of significant value, as defined by PRC 21080.25(a) (2), present within the project site. Specifically: |                              |  |
|  | (A) Wildlife habitat of national, statewide, or regional importance?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (B) Habitat identified as candidate, fully protected, sensitive, or species of special status by a state or federal agency?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (C) Habitat essential to the movement of resident or migratory wildlife?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 10/8/2014. The site vicinity is fully urbanized. Numerous species of wildlife use the drainage channel for foraging and as a movement corridor. Project activities would not affect the channel. No project-related impacts would occur to these species or habitats.</p> |   |                              |  |

|   |   |                              |  |
|---|---|------------------------------|--|
| 2.4   | Based on available field survey information, GIS data and/or aerial photographs, does the project have the potential to harm:                                   |                              |  |
|   | (A) Species or habitat protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.)?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (B) Species protected by the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code)?                                 | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (C) Species or habitat protected by the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code)? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 10/8/2014. The site vicinity is fully urbanized. The site does not provide any potential habitat for special status species. No project-related impacts would occur to special status species.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HISTORICAL CRITERIA (Criterion #3)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 3.1   | Would facilities at the project site be located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Based on archival research, the proposed facilities at the LACF144 project location will not be located on sacred lands or other cultural sites (CHRIS data 2014; Letter from the Native American Heritage Commission 15 September 2014). The closest recorded sites of this nature to the project site are two prehistoric archaeological sites situated along the shoreline of Westlake Lake. Both of these sites have been essentially eradicated by modern development.</p> |  |                              |  |

|   |   |                              |  |
|---|---|------------------------------|--|
| 3.2   | Based on available field survey info, records search, and/or aerial photos would project construction and implementation at the project site have a substantial adverse impact on historic resources pursuant to PRC Section 21084.1? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The direct area of potential effects (APE) for cultural resources assessments encompasses the construction footprint, which includes all ground disturbing areas and any historical buildings or structures that might be affected directly by LMR activities (see attached figure). For the indirect APE, a one-half mile radius surrounding the direct APE is used to assess any potential indirect (visual) effects on historical resources within the viewshed. Based on archival research, there are no historical properties within the LACF144 project footprint APE (CHRIS data 2014). The project footprint is completely contained within a paved parking area at the rear (east) of Los Angeles County Fire Station 144, which was itself constructed in 1970 and is not a designated historical resource. New equipment racks will be located in a proposed equipment shelter and the backup generator would be mounted on a concrete pad. All construction at this site will be within the paved parking area including whip and microwave antennas that will be mounted on a proposed 70-foot monopole. The one-half mile indirect APE is obliquely bisected northeast/southwest by Lindero Canyon Road. The landscape of the west half of the indirect APE is high density residential that includes residences within Westlake Lake. The east half of the indirect APE is medium density residential with areas of undeveloped land and forest. There are two recorded resources within the indirect APE, both of which are located in the Westlake Lake area and near the west boundary of the indirect APE. Both of these recorded resources are prehistoric archaeological sites that have been compromised by modern construction and neither is a designated historical resource. As a result, construction of LMR elements at the LACF144 project location would not have a substantial adverse impact on historical resources.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO EXPOSURE STANDARDS (Criterion #4)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 4.1   | Would operation of the project at the site exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The Contractor is contractually required to perform an RF emission safety study prior to construction that will model the RF emission level from all equipment on site, and demonstrate that it complies with the FCC guidelines and regulations on MPE for the General Public/Uncontrolled and for the Occupational/ Controlled groups per OET Bulletin 65. The contractor is also required to verify, prior to operation, that the LMR System facilities at the site do not exceed FCC and OSHA Maximum Permissible Exposure (MPE) limits for the power density and magnetic and electric field strength from radiofrequency (RF) transmitters, including but not limited to MPE standards set forth in Sections 1.307 and 1.1310 of Title 47 of the Code of Federal Regulations. After installation of the LMR facilities, the contractor must conduct field measurements to confirm RF emission levels are in compliance and must identify, resolve, and correct any non-compliance (including the posting of appropriate signage) until compliance can be demonstrated. Therefore, operation of the project at the site would not exceed MPE standards established by the FCC.</p> |  |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HEIGHT REQUIREMENTS (Criterion #5)**

|  |   |   |  |
|--|---|---|--|
| 5.1  | Will the project construct new antenna support structures on the site?  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
|  | If new antenna structure is a monopole would it exceed 70 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
|  | If new antenna structure is a lattice would it exceed 180 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
| <p>Rationale: Proposed whip and microwave antennas to be mounted on proposed new 70-foot monopole.</p> |   |   |  |

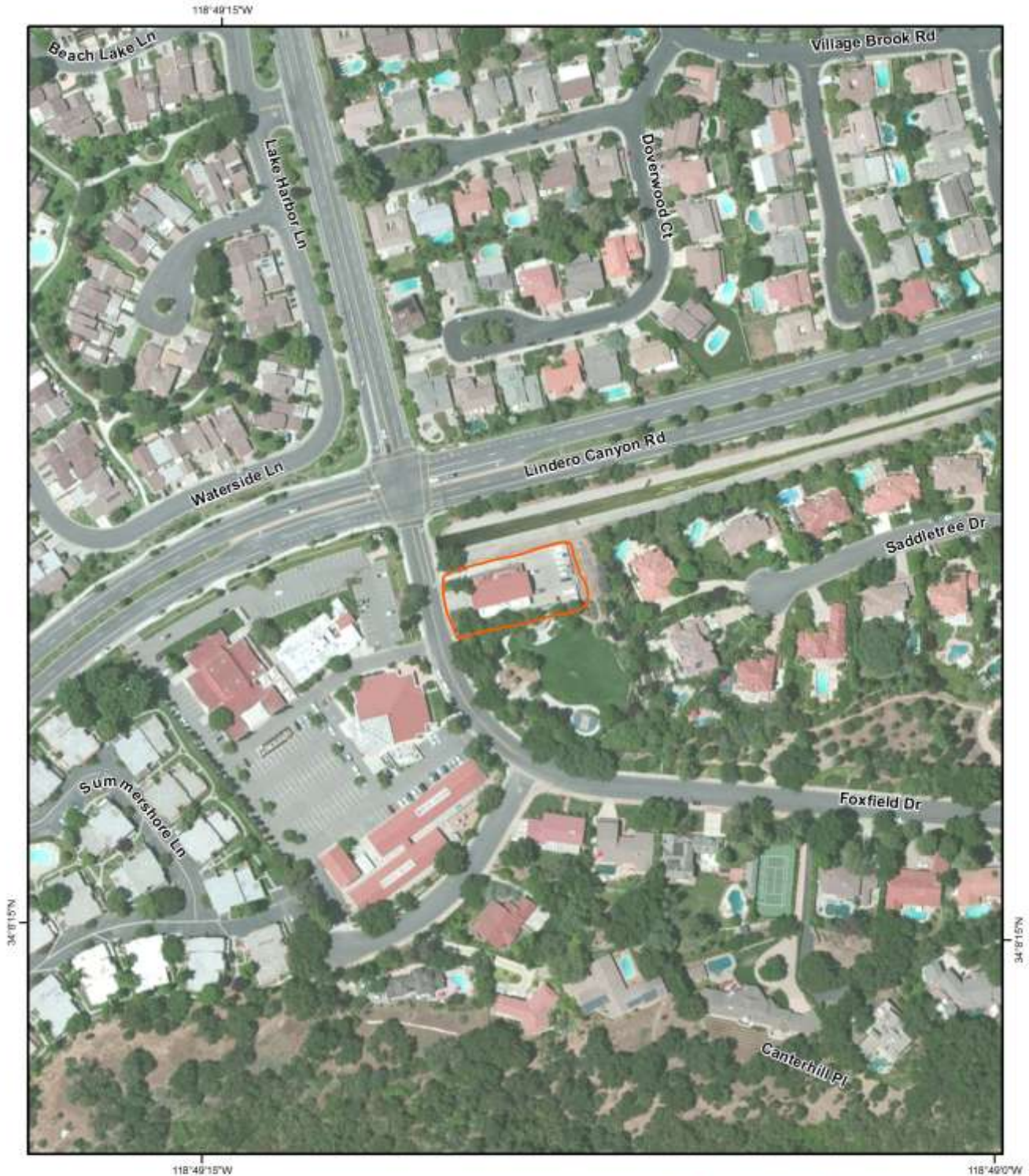
|  |   |   |   |
|--|---|---|---|
| 5.2  | <p>Is the project site located within an airport influence area, airport zone or equivalent planning boundary that is regulated by a comprehensive land use plan that has been adopted by an airport land use commission?</p> <p>If yes, does the new antenna support structure comply with all mandated height restrictions within the applicable comprehensive land use plan?</p> | <input type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No<br><br><input type="checkbox"/> No |
| <p>Rationale: The site is not located within an airport influence area, airport zone or equivalent planning boundary. Therefore, height restrictions are not applicable.</p> |   |   |   |

|   |  |   |                             |
|---|--|---|-----------------------------|
| 5.3   | <p>Does the new antenna support structure comply with all other State and federal height restrictions?</p> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <p>Rationale: No applicable State or Federal height restrictions were identified.</p> |  |   |                             |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO SYSTEM SPECIFICATION (Criterion #6)**

|   |   |  |  |
|---|---|--|--|
| 6.1   | <p>Does the project require a new central system switch?</p> <p>Will the new central system switch be located within an existing enclosed structure at a publicly-owned site?</p> <p>Will the new central system switch be housed at an existing private communications facility?</p> | <input checked="" type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes | <input type="checkbox"/> No<br><br><input type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No |
| <p>Rationale: The LMR system has two central system switches. These switches are located at existing enclosed structures at publically owned sites.</p> |   |  |  |

### Project Site Map



LMR Site Direct APE



Site ID:  
LACF144

**PUBLIC RESOURCES CODE § 21080.25  
CEQA EXEMPTION WORKSHEET**

**Los Angeles Regional Interoperable Communications System (LA-RICS) Authority's  
Land Mobile Radio (LMR) System**

|                      |   |                        |                                      |
|----------------------|---|------------------------|--------------------------------------|
| <b>Completed By:</b> | Jason Walsh, Paige Peyton, Bruce Palmer, Beth Defend, Chris Odenthal, Andy Priest | <b>Site Id:</b>        | LACF149<br>County FS 149             |
| <b>Reviewed By:</b>  | Carl Rykaczewski  | <b>Property Owner:</b> | LA County Consolidated Fire District |
| <b>Date:</b>         | 10/20/2014  | <b>Map Attached:</b>   | Yes                                  |

Pursuant to Public Resources Code § 21080.25, until January 1, 2017, CEQA does not apply to the design, site acquisition, construction, operation, or maintenance of certain structures and equipment of the Los Angeles Regional Interoperable Communication System (LA-RICS) if certain criteria are met at the individual project site. The following CEQA Exemption worksheet identifies the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and whether the criteria are met at the individual project site being evaluated in the worksheet, as well as the explanation that supports this conclusion. The data that supports these conclusions is available on request from the LA-RICS Authority (the Lead Agency).

**Project Description:**

Site LACF149 (see Attached Site Map) - Proposed indoor equipment to be located inside proposed (12'-0"x16'-0") equipment shelter. Proposed whip and microwave antennas mounted on proposed 70-foot monopole. Proposed backup generator with belly fuel tank mounted on (6'-6"x11'-0") concrete pad.

**Findings and Conclusions represent the best professional judgment of investigators who performed field surveys and reviewed available data. The Lead Agency will determine if the site is CEQA Exempt or Non-Exempt.**

**FINDINGS AND CONCLUSIONS**

| PRC § 21080.25 Criteria   | Yes                                 | No                       |
|---|-------------------------------------|--------------------------|
| 1. The project site is publicly owned and already contains one or both of the following: (a) an antenna support structure and (i) antennas, and/or (ii) equipment enclosures; (b) a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Construction and implementation at the project site would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Construction and implementation of the project at the site would not have a substantial adverse impact on historical resources pursuant to Public Resources Code section 21084.1, and is not located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Operation of the project at the site would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

|   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 5. Any new system antenna support structures would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rationale: Based on the information provided below, the proposed site meets the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and would qualify for the LA-RICS Statutory CEQA exemption.                         |                                     |                          |

**DATA AND ANALYSIS**

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO LOCATION CRITERIA (Criterion #1)**

|   |   |  |
|---|---|--|
| 1.1. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site is publically owned.   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| If Yes, who is the owner? <span style="float: right;">LA County Consolidated Fire District</span>   |   |  |
| 1.2. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site already contains existing antenna support structures (lattice towers, monopoles or roof-mounts) and:   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| The site contains one or both of the following components:  |   |  |
| i) Antennas   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| ii) Equipment Enclosures  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| 1.3. Based on review of Los Angeles County’s Assessor records and GIS data, the project site is a police, sheriff, or fire station or other public facility that transmits or receives public safety radio signals. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO BIOLOGICAL CRITERIA (Criterion #2)**

|  |                              |  |
|--|------------------------------|--|
| 2.1. Based on field survey information, GIS data and/or aerial photographs are wetlands, as defined by PRC 21080.25(a) (7) present within the project site?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/25/2014. The site vicinity is fully urbanized. The site is within 0.2 miles of Castaic Lagoon and outflow drainage channel. No project related activities would occur near the lagoon or drainage channel. No project-related impacts would occur to wetlands.   |                              |  |
| 2.2. Based on field survey information, GIS data and/or aerial photographs are riparian areas, as defined by PRC 21080.25(a) (6) present within the project site.  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/25/2014. The site vicinity is fully urbanized. The site is within 0.2 miles of Castaic Lagoon and outflow drainage channel that includes stands of riparian deciduous broadleaf trees. No project related activities would occur near the lagoon or drainage channel. No project-related impacts would occur to riparian habitats. |                              |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 2.3  | Based on available field survey information, GIS data and/or aerial photographs, is habitat of significant value, as defined by PRC 21080.25(a) (2), present within the project site. Specifically: |                              |  |
|  | (A) Wildlife habitat of national, statewide, or regional importance?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (B) Habitat identified as candidate, fully protected, sensitive, or species of special status by a state or federal agency?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (C) Habitat essential to the movement of resident or migratory wildlife?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 8/25/2014. The site vicinity is fully urbanized. Bladed fields occur south of the site and do not provide habitat for these species. No project-related impacts would occur to these species or habitats.</p> |   |                              |  |

|   |   |                              |  |
|---|---|------------------------------|--|
| 2.4   | Based on available field survey information, GIS data and/or aerial photographs, does the project have the potential to harm:                                   |                              |  |
|   | (A) Species or habitat protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.)?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (B) Species protected by the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code)?                                 | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (C) Species or habitat protected by the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code)? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 8/25/2014. The site vicinity is fully urbanized. No project-related impacts would occur to special status species.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HISTORICAL CRITERIA (Criterion #3)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 3.1   | Would facilities at the project site be located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Based on archival research, the proposed facilities at the LACF149 project location will not be located on sacred lands or other cultural sites (CHRIS data 2014; Letter from the Native American Heritage Commission 15 September 2014). Sites of this nature have not been identified at any location within a one-half mile radius of the project footprint.</p> |  |                              |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 3.2  | Based on available field survey info, records search, and/or aerial photos would project construction and implementation at the project site have a substantial adverse impact on historic resources pursuant to PRC Section 21084.1? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The direct area of potential effects (APE) for cultural resources assessments encompasses the construction footprint, which includes all ground disturbing areas and any historical buildings or structures that might be affected directly by LMR activities (see attached figure). For the indirect APE, a one-half mile radius surrounding the direct APE is used to assess any potential indirect (visual) effects on historical resources within the viewshed. Based on archival research, there are no historical resources within the project footprint (direct APE) at the LACF149 project location (CHRIS data 2014). Activities at LACF149 will take place entirely within a paved parking area adjacent to the north side of Los Angeles County Fire Station 149, which was constructed in 1974 and is not a historical resource. Immediately adjacent to LACF149 on the east there are tall overhead power lines. New equipment racks will be located in a proposed equipment shelter and the proposed backup generator would be mounted on a concrete pad. Whip and microwave antennas will be mounted on a proposed 70-foot monopole. The one-half mile indirect APE is bisected north/south by Ridge Route Road and east/west by Lake Hughes Road. The northwest quadrant is high density residential with the homes primarily constructed in the 1980 and 1990s. The northwest quadrant is partially Castaic Lagoon and shoreline and the southwest quadrant is primarily industrial. LACF149 is within the southeast quadrant and two designated historical resources (Resource Nos. 100357, built in 1910 and 100358, built in 1928) are situated approximately .28 miles south of the station. Both are buildings associated with the Castaic Union School District; however, given the intervening distance and buildings, neither would be affected visually by the construction of the new LMR elements. As a result, construction of LMR elements at LACF149 would not have a substantial adverse impact on historical resources.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO EXPOSURE STANDARDS (Criterion #4)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 4.1   | Would operation of the project at the site exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The Contractor is contractually required to perform an RF emission safety study prior to construction that will model the RF emission level from all equipment on site, and demonstrate that it complies with the FCC guidelines and regulations on MPE for the General Public/Uncontrolled and for the Occupational/ Controlled groups per OET Bulletin 65. The contractor is also required to verify, prior to operation, that the LMR System facilities at the site do not exceed FCC and OSHA Maximum Permissible Exposure (MPE) limits for the power density and magnetic and electric field strength from radiofrequency (RF) transmitters, including but not limited to MPE standards set forth in Sections 1.307 and 1.1310 of Title 47 of the Code of Federal Regulations. After installation of the LMR facilities, the contractor must conduct field measurements to confirm RF emission levels are in compliance and must identify, resolve, and correct any non-compliance (including the posting of appropriate signage) until compliance can be demonstrated. Therefore, operation of the project at the site would not exceed MPE standards established by the FCC.</p> |  |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HEIGHT REQUIREMENTS (Criterion #5)**

|  |   |   |  |
|--|---|---|--|
| 5.1  | Will the project construct new antenna support structures on the site?  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
|  | If new antenna structure is a monopole would it exceed 70 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
|  | If new antenna structure is a lattice would it exceed 180 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
| <p>Rationale: Proposed whip and microwave antennas to be mounted on proposed new 70-foot monopole.</p> |   |   |  |



|  |   |   |   |
|--|---|---|---|
| 5.2  | <p>Is the project site located within an airport influence area, airport zone or equivalent planning boundary that is regulated by a comprehensive land use plan that has been adopted by an airport land use commission?</p> <p>If yes, does the new antenna support structure comply with all mandated height restrictions within the applicable comprehensive land use plan?</p> | <input type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No<br><br><input type="checkbox"/> No |
| <p>Rationale: The site is not located within an airport influence area, airport zone or equivalent planning boundary. Therefore, height restrictions are not applicable.</p> |   |   |   |

|   |  |   |                             |
|---|--|---|-----------------------------|
| 5.3   | <p>Does the new antenna support structure comply with all other State and federal height restrictions?</p> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <p>Rationale: No applicable State or Federal height restrictions were identified.</p> |  |   |                             |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO SYSTEM SPECIFICATION (Criterion #6)**

|   |   |  |  |
|---|---|--|--|
| 6.1   | <p>Does the project require a new central system switch?</p> <p>Will the new central system switch be located within an existing enclosed structure at a publicly-owned site?</p> <p>Will the new central system switch be housed at an existing private communications facility?</p> | <input checked="" type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes | <input type="checkbox"/> No<br><br><input type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No |
| <p>Rationale: The LMR system has two central system switches. These switches are located at existing enclosed structures at publically owned sites.</p> |   |  |  |

### Project Site Map



LMR Site Direct APE



Site ID:  
LACF149

**PUBLIC RESOURCES CODE § 21080.25  
CEQA EXEMPTION WORKSHEET**

**Los Angeles Regional Interoperable Communications System (LA-RICS) Authority's  
Land Mobile Radio (LMR) System**

|                      |   |                        |                                      |
|----------------------|---|------------------------|--------------------------------------|
| <b>Completed By:</b> | Jason Walsh, Paige Peyton, Bruce Palmer, Beth Defend, Chris Odenthal, Andy Priest | <b>Site Id:</b>        | LACF157<br>County FS 157             |
| <b>Reviewed By:</b>  | Carl Rykaczewski  | <b>Property Owner:</b> | LA County Consolidated Fire District |
| <b>Date:</b>         | 10/20/2014  | <b>Map Attached:</b>   | Yes                                  |

Pursuant to Public Resources Code § 21080.25, until January 1, 2017, CEQA does not apply to the design, site acquisition, construction, operation, or maintenance of certain structures and equipment of the Los Angeles Regional Interoperable Communication System (LA-RICS) if certain criteria are met at the individual project site. The following CEQA Exemption worksheet identifies the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and whether the criteria are met at the individual project site being evaluated in the worksheet, as well as the explanation that supports this conclusion. The data that supports these conclusions is available on request from the LA-RICS Authority (the Lead Agency).

**Project Description:**

Site LACF157 (see Attached Site Map) - Proposed indoor equipment to be located inside proposed (12'-0"x24'-0") equipment shelter. Proposed whip antennas mounted on proposed 70-foot monopole. Proposed backup generator with belly fuel tank mounted on (8'-6"x11'-0") concrete pad.

**Findings and Conclusions represent the best professional judgment of investigators who performed field surveys and reviewed available data. The Lead Agency will determine if the site is CEQA Exempt or Non-Exempt.**

**FINDINGS AND CONCLUSIONS**

| PRC § 21080.25 Criteria   | Yes                                 | No                       |
|---|-------------------------------------|--------------------------|
| 1. The project site is publicly owned and already contains one or both of the following: (a) an antenna support structure and (i) antennas, and/or (ii) equipment enclosures; (b) a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Construction and implementation at the project site would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Construction and implementation of the project at the site would not have a substantial adverse impact on historical resources pursuant to Public Resources Code section 21084.1, and is not located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Operation of the project at the site would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

|   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 5. Any new system antenna support structures would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rationale: Based on the information provided below, the proposed site meets the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and would qualify for the LA-RICS Statutory CEQA exemption.                         |                                     |                          |

**DATA AND ANALYSIS**

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO LOCATION CRITERIA (Criterion #1)**

|   |   |  |
|---|---|--|
| 1.1. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site is publically owned.   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| If Yes, who is the owner? LA County Consolidated Fire District  |   |  |
| 1.2. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site already contains existing antenna support structures (lattice towers, monopoles or roof-mounts) and:   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| The site contains one or both of the following components:  |   |  |
| i) Antennas   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| ii) Equipment Enclosures  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| 1.3. Based on review of Los Angeles County’s Assessor records and GIS data, the project site is a police, sheriff, or fire station or other public facility that transmits or receives public safety radio signals. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO BIOLOGICAL CRITERIA (Criterion #2)**

|   |                              |  |
|---|------------------------------|--|
| 2.1. Based on field survey information, GIS data and/or aerial photographs are wetlands, as defined by PRC 21080.25(a) (7) present within the project site?               | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/27/2014. The site vicinity is fully urbanized; no wetlands are present. No project-related impacts would occur to wetlands.                   |                              |  |
| 2.2. Based on field survey information, GIS data and/or aerial photographs are riparian areas, as defined by PRC 21080.25(a) (6) present within the project site.         | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/27/2014. The site vicinity is fully urbanized; no riparian habitats are present. No project-related impacts would occur to riparian habitats. |                              |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 2.3  | Based on available field survey information, GIS data and/or aerial photographs, is habitat of significant value, as defined by PRC 21080.25(a) (2), present within the project site. Specifically: |                              |  |
|  | (A) Wildlife habitat of national, statewide, or regional importance?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (B) Habitat identified as candidate, fully protected, sensitive, or species of special status by a state or federal agency?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (C) Habitat essential to the movement of resident or migratory wildlife?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/27/2014. The site vicinity is fully urbanized. The site is surrounded by private property but is heavily wooded. The project site contains no native species. No project-related impacts would occur to these species or habitats. |   |                              |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 2.4  | Based on available field survey information, GIS data and/or aerial photographs, does the project have the potential to harm:                                   |                              |  |
|  | (A) Species or habitat protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.)?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (B) Species protected by the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code)?                                 | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (C) Species or habitat protected by the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code)? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/27/2014. The site vicinity is fully urbanized. No project-related impacts would occur to special status species. |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HISTORICAL CRITERIA (Criterion #3)**

|  |  |                              |  |
|--|--|------------------------------|--|
| 3.1  | Would facilities at the project site be located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Based on archival research, the proposed facilities at the LACF157 project location will not be located on sacred lands or other cultural sites (CHRIS data 2014; Letter from the Native American Heritage Commission 15 September 2014). The closest site of this nature to the project site is a prehistoric archaeological site (Resource No. P-19-000429), which is situated to the northwest and has been almost completely destroyed. |  |                              |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 3.2  | Based on available field survey info, records search, and/or aerial photos would project construction and implementation at the project site have a substantial adverse impact on historic resources pursuant to PRC Section 21084.1? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The direct area of potential effects (APE) for cultural resources assessments encompasses the construction footprint, which includes all ground disturbing areas and any historical buildings or structures that might be affected directly by LMR activities (see attached figure). For the indirect APE, a one-half mile radius surrounding the direct APE is used to assess any potential indirect (visual) effects on historical resources within the viewshed. Based on archival research, there are no historical resources within the project footprint (direct APE) (CHRIS data 2014). Activities associated with LMR construction will take place entirely within a paved parking lot and landscaped areas surrounding Los Angeles County Fire Station 157. The fire station itself was constructed in 1970 and is not a historical resource. Indoor LMR elements would be enclosed in a proposed equipment shelter, and along with the proposed generator, would be located adjacent to and east of the fire station and within the paved parking lot. Whip antennas will be mounted on a proposed 70-foot monopole that will be situated in a landscaped area surrounded by tall trees. The landscape within the indirect (visual) APE is predominantly undeveloped mountainous terrain surrounding the community of Green Valley. Within the indirect APE there are three recorded resources - a historic transmission line (Resource No. P-19-186924), which is not a designated historical resource; a prehistoric archaeological site (Resource No. P-19-000429) that has been almost completely destroyed; and a portion of the Los Angeles National Forest (Resource No. P-19-186535), which is a California Registered Historical Landmark and encroaches on the indirect APE at the south and northeast boundary. Given the mountainous terrain and forested environment, construction of LMR elements at LACF157 would be almost completely obstructed from line-of-sight view. In addition, the same LACF157 project footprint has undergone previous environmental review under the LTE program and the California State Historic Preservation Officer (SHPO) has determined that there will be no historic properties affected (SHPO Letter 22 September 2014). As a result, construction of LMR elements at the LACF157 project location would not have a substantial adverse impact on historical resources</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO EXPOSURE STANDARDS (Criterion #4)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 4.1   | Would operation of the project at the site exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The Contractor is contractually required to perform an RF emission safety study prior to construction that will model the RF emission level from all equipment on site, and demonstrate that it complies with the FCC guidelines and regulations on MPE for the General Public/Uncontrolled and for the Occupational/ Controlled groups per OET Bulletin 65. The contractor is also required to verify, prior to operation, that the LMR System facilities at the site do not exceed FCC and OSHA Maximum Permissible Exposure (MPE) limits for the power density and magnetic and electric field strength from radiofrequency (RF) transmitters, including but not limited to MPE standards set forth in Sections 1.307 and 1.1310 of Title 47 of the Code of Federal Regulations. After installation of the LMR facilities, the contractor must conduct field measurements to confirm RF emission levels are in compliance and must identify, resolve, and correct any non-compliance (including the posting of appropriate signage) until compliance can be demonstrated. Therefore, operation of the project at the site would not exceed MPE standards established by the FCC.</p> |  |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HEIGHT REQUIREMENTS (Criterion #5)**

|  |   |   |  |
|--|---|---|--|
| 5.1  | Will the project construct new antenna support structures on the site?  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
|  | If new antenna structure is a monopole would it exceed 70 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
|  | If new antenna structure is a lattice would it exceed 180 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
| <p>Rationale: Proposed whip and microwave antennas to be mounted on proposed new 70-foot monopole.</p> |   |   |  |

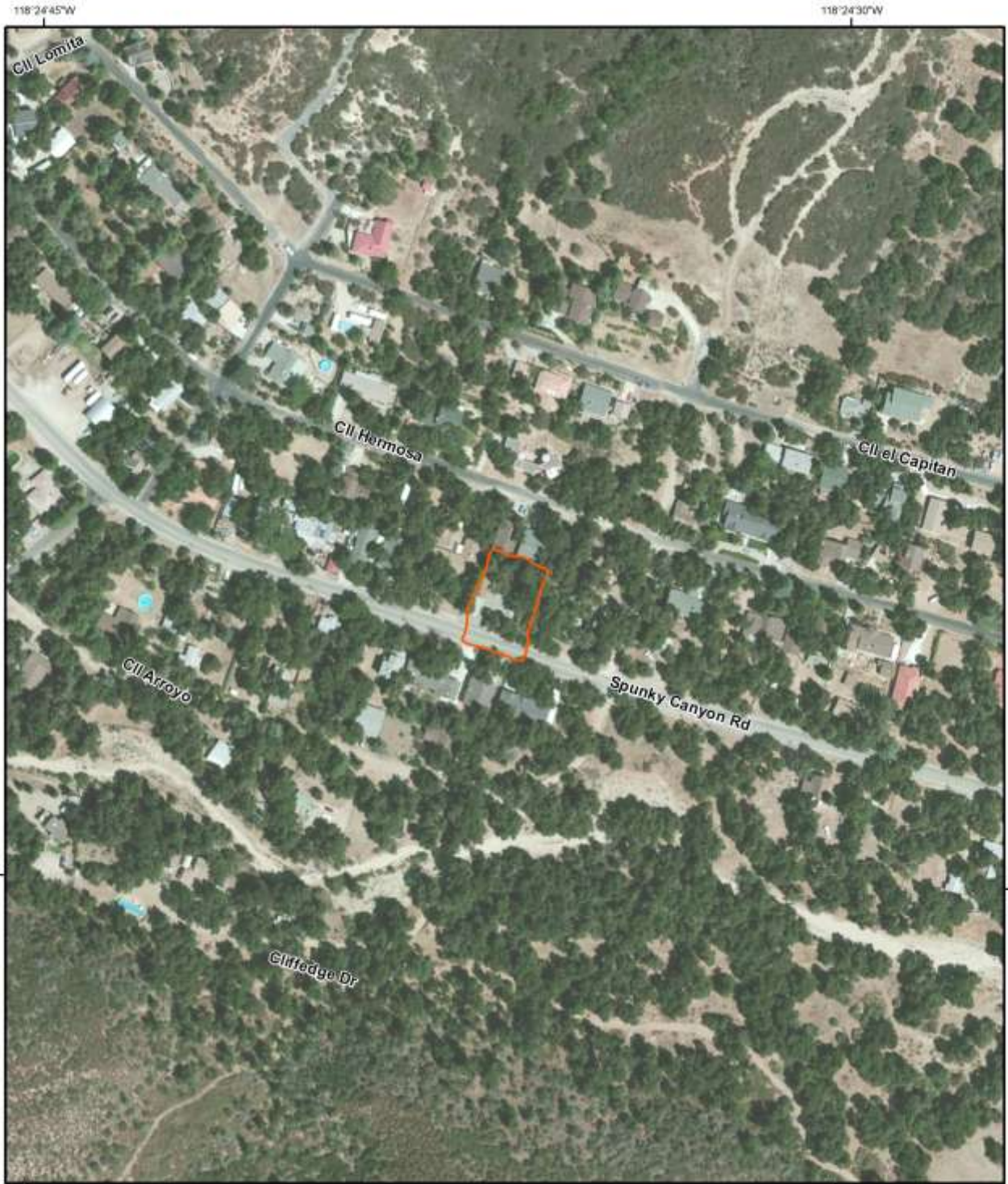
|  |   |   |   |
|--|---|---|---|
| 5.2  | <p>Is the project site located within an airport influence area, airport zone or equivalent planning boundary that is regulated by a comprehensive land use plan that has been adopted by an airport land use commission?</p> <p>If yes, does the new antenna support structure comply with all mandated height restrictions within the applicable comprehensive land use plan?</p> | <input type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No<br><br><input type="checkbox"/> No |
| <p>Rationale: The site is not located within an airport influence area, airport zone or equivalent planning boundary. Therefore, height restrictions are not applicable.</p> |   |   |   |

|   |  |   |                             |
|---|--|---|-----------------------------|
| 5.3   | <p>Does the new antenna support structure comply with all other State and federal height restrictions?</p> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <p>Rationale: No applicable State or Federal height restrictions were identified.</p> |  |   |                             |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO SYSTEM SPECIFICATION (Criterion #6)**

|   |   |  |  |
|---|---|--|--|
| 6.1   | <p>Does the project require a new central system switch?</p> <p>Will the new central system switch be located within an existing enclosed structure at a publicly-owned site?</p> <p>Will the new central system switch be housed at an existing private communications facility?</p> | <input checked="" type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes | <input type="checkbox"/> No<br><br><input type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No |
| <p>Rationale: The LMR system has two central system switches. These switches are located at existing enclosed structures at publically owned sites.</p> |   |  |  |

### Project Site Map



LMR Site Direct APE



Site ID:  
LACF157



**PUBLIC RESOURCES CODE § 21080.25  
CEQA EXEMPTION WORKSHEET**

**Los Angeles Regional Interoperable Communications System (LA-RICS) Authority's  
Land Mobile Radio (LMR) System**

|                      |   |                        |                          |
|----------------------|---|------------------------|--------------------------|
| <b>Completed By:</b> | Jason Walsh, Paige Peyton, Bruce Palmer, Beth Defend, Chris Odenthal, Andy Priest | <b>Site Id:</b>        | LACF169<br>County FS 169 |
| <b>Reviewed By:</b>  | Carl Rykaczewski  | <b>Property Owner:</b> | County of Los Angeles    |
| <b>Date:</b>         | 10/20/2014  | <b>Map Attached:</b>   | Yes                      |

Pursuant to Public Resources Code § 21080.25, until January 1, 2017, CEQA does not apply to the design, site acquisition, construction, operation, or maintenance of certain structures and equipment of the Los Angeles Regional Interoperable Communication System (LA-RICS) if certain criteria are met at the individual project site. The following CEQA Exemption worksheet identifies the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and whether the criteria are met at the individual project site being evaluated in the worksheet, as well as the explanation that supports this conclusion. The data that supports these conclusions is available on request from the LA-RICS Authority (the Lead Agency).

**Project Description:**

Site LACF169 (see Attached Site Map) - Proposed indoor equipment to be located inside proposed (12'-0"x16'-0") equipment shelter. Proposed whip and microwave antennas mounted on proposed 70-foot monopole. Proposed backup generator with belly fuel tank mounted on (6'-6"x11'-0") concrete pad.

**Findings and Conclusions represent the best professional judgment of investigators who performed field surveys and reviewed available data. The Lead Agency will determine if the site is CEQA Exempt or Non-Exempt.**

**FINDINGS AND CONCLUSIONS**

| PRC § 21080.25 Criteria   | Yes                                 | No                       |
|---|-------------------------------------|--------------------------|
| 1. The project site is publicly owned and already contains one or both of the following: (a) an antenna support structure and (i) antennas, and/or (ii) equipment enclosures; (b) a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Construction and implementation at the project site would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Construction and implementation of the project at the site would not have a substantial adverse impact on historical resources pursuant to Public Resources Code section 21084.1, and is not located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Operation of the project at the site would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

|   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 5. Any new system antenna support structures would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rationale: Based on the information provided below, the proposed site meets the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and would qualify for the LA-RICS Statutory CEQA exemption.                         |                                     |                          |

**DATA AND ANALYSIS**

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO LOCATION CRITERIA (Criterion #1)**

|   |   |                             |
|---|---|-----------------------------|
| 1.1. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site is publically owned.   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| If Yes, who is the owner? <span style="float: right;">County of Los Angeles</span>  |   |                             |
| 1.2. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site already contains existing antenna support structures (lattice towers, monopoles or roof-mounts) and:   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| The site contains one or both of the following components:  |   |                             |
| i) Antennas   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| ii) Equipment Enclosures  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 1.3. Based on review of Los Angeles County’s Assessor records and GIS data, the project site is a police, sheriff, or fire station or other public facility that transmits or receives public safety radio signals. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO BIOLOGICAL CRITERIA (Criterion #2)**

|   |                              |  |
|---|------------------------------|--|
| 2.1. Based on field survey information, GIS data and/or aerial photographs are wetlands, as defined by PRC 21080.25(a) (7) present within the project site?               | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/17/2014. The site vicinity is fully urbanized; no wetlands are present. No project-related impacts would occur to wetlands.                   |                              |  |
| 2.2. Based on field survey information, GIS data and/or aerial photographs are riparian areas, as defined by PRC 21080.25(a) (6) present within the project site.         | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/17/2014. The site vicinity is fully urbanized; no riparian habitats are present. No project-related impacts would occur to riparian habitats. |                              |  |

|   |   |                              |  |
|---|---|------------------------------|--|
| 2.3   | Based on available field survey information, GIS data and/or aerial photographs, is habitat of significant value, as defined by PRC 21080.25(a) (2), present within the project site. Specifically: |                              |  |
|   | (A) Wildlife habitat of national, statewide, or regional importance?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (B) Habitat identified as candidate, fully protected, sensitive, or species of special status by a state or federal agency?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (C) Habitat essential to the movement of resident or migratory wildlife?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 8/17/2014. The site vicinity is fully urbanized. The vicinity is mixed industrial and residential and the project site lacks trees. No project-related impacts would occur to these species or habitats.</p> |   |                              |  |

|   |   |                              |  |
|---|---|------------------------------|--|
| 2.4   | Based on available field survey information, GIS data and/or aerial photographs, does the project have the potential to harm:                                   |                              |  |
|   | (A) Species or habitat protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.)?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (B) Species protected by the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code)?                                 | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (C) Species or habitat protected by the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code)? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 8/17/2014. The site vicinity is fully urbanized. No project-related impacts would occur to special status species.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HISTORICAL CRITERIA (Criterion #3)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 3.1   | Would facilities at the project site be located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Based on archival research, the proposed facilities at the LACF169 project location will not be located on sacred lands or other cultural sites (CHRIS data 2014; Letter from the Native American Heritage Commission 15 September 2014). Sites of this nature have not been identified at any location within a one-half mile radius of the project footprint.</p> |  |                              |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 3.2  | Based on available field survey info, records search, and/or aerial photos would project construction and implementation at the project site have a substantial adverse impact on historic resources pursuant to PRC Section 21084.1? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The direct area of potential effects (APE) for cultural resources assessments encompasses the construction footprint, which includes all ground disturbing areas and any historical buildings or structures that might be affected directly by LMR activities (see attached figure). For the indirect APE, a one-half mile radius surrounding the direct APE is used to assess any potential indirect (visual) effects on historical resources within the viewshed. Based on archival research, there are no historical resources within the project footprint (direct APE) for the LACF169 project location (CHRIS data 2014). All of the construction for LMR will take place within an existing paved parking lot that surrounds Los Angeles County Fire Station 169. The fire station was constructed in 1969 and is not a designated historical resource. New equipment racks will be located in a proposed equipment shelter and the proposed backup generator would be mounted on a concrete pad. Whip and microwave antennas will be mounted on a proposed 70-foot monopole and there is an existing lattice tower, equipment shed, and utility poles within the project footprint. The landscape within the one-half mile indirect APE surrounding LACF169 is a high density urban environment. Portions of the indirect APE encompass commercial, residential, and recreational areas (Peck Road Park and lake). Within the indirect APE there are 14 recorded resources, some of which are designated historical resources. The closest of these to the LACF169 project location are Resource No. 141944 (a 1935 residence that is .14 miles to the northeast) and Resource No. 156949 (a 1939 residence that is .15 miles to the northeast), both of which are designated historical resources. Line-of-site view between these two resources and the LACF169 project area is obscured by distance and intervening buildings. Although the LMR monopole might be partially visible from other designated historical resources within the indirect APE, it is in keeping with the character of existing lattice tower associated with LACF169 and the congestion of overhead power lines, light standards, and other vertical infrastructure features within the dense urban landscape. As a result, construction of LMR elements at LACF169 would not have a substantial adverse impact on historical resources.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO EXPOSURE STANDARDS (Criterion #4)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 4.1   | Would operation of the project at the site exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The Contractor is contractually required to perform an RF emission safety study prior to construction that will model the RF emission level from all equipment on site, and demonstrate that it complies with the FCC guidelines and regulations on MPE for the General Public/Uncontrolled and for the Occupational/ Controlled groups per OET Bulletin 65. The contractor is also required to verify, prior to operation, that the LMR System facilities at the site do not exceed FCC and OSHA Maximum Permissible Exposure (MPE) limits for the power density and magnetic and electric field strength from radiofrequency (RF) transmitters, including but not limited to MPE standards set forth in Sections 1.307 and 1.1310 of Title 47 of the Code of Federal Regulations. After installation of the LMR facilities, the contractor must conduct field measurements to confirm RF emission levels are in compliance and must identify, resolve, and correct any non-compliance (including the posting of appropriate signage) until compliance can be demonstrated. Therefore, operation of the project at the site would not exceed MPE standards established by the FCC.</p> |  |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HEIGHT REQUIREMENTS (Criterion #5)**

|  |   |   |  |
|--|---|---|--|
| 5.1  | Will the project construct new antenna support structures on the site?  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
|  | If new antenna structure is a monopole would it exceed 70 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
|  | If new antenna structure is a lattice would it exceed 180 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
| <p>Rationale: Proposed whip and microwave antennas to be mounted on proposed new 70-foot monopole.</p> |   |   |  |

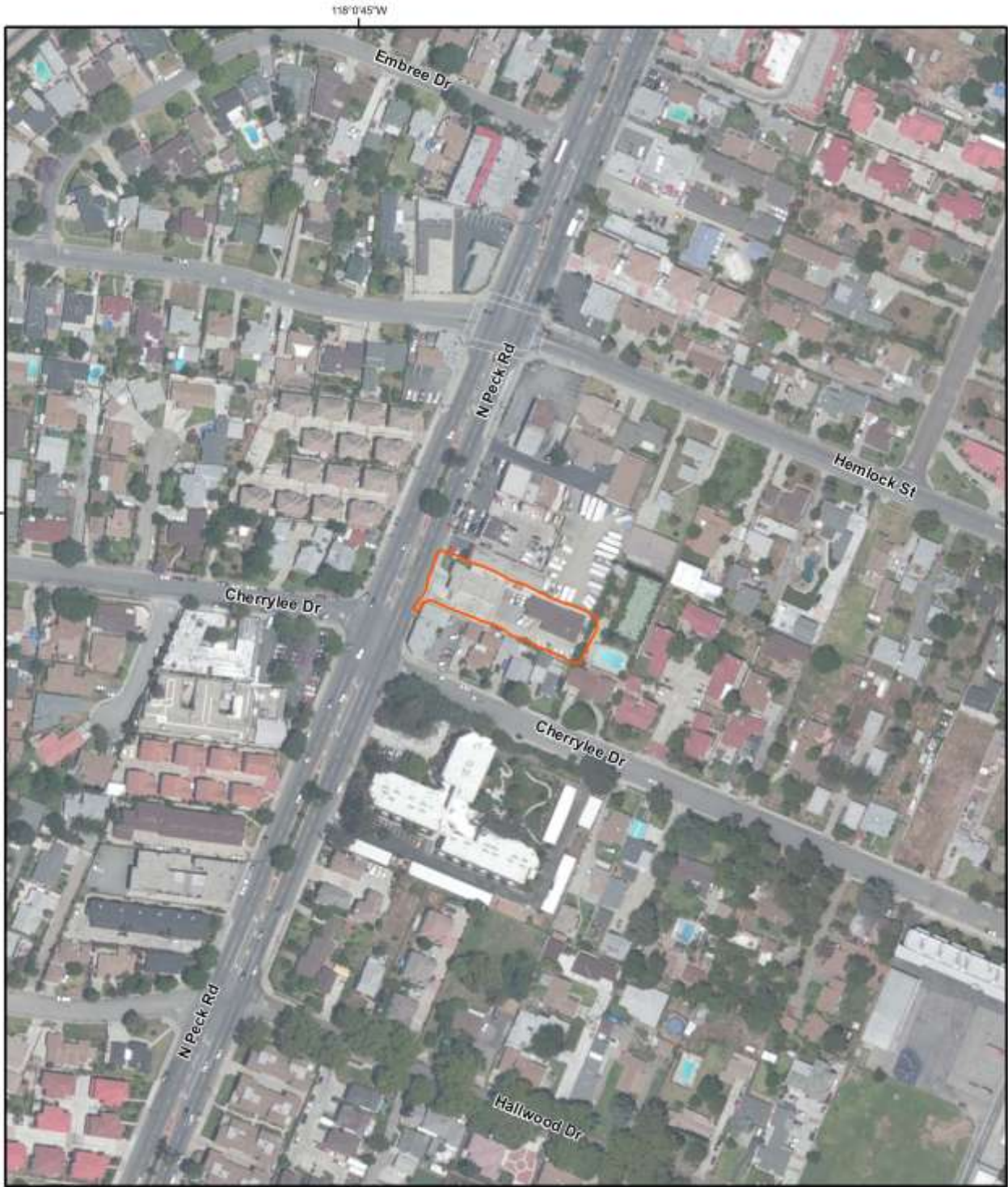
|   |  |   |   |
|---|--|---|---|
| 5.2   | Is the project site located within an airport influence area, airport zone or equivalent planning boundary that is regulated by a comprehensive land use plan that has been adopted by an airport land use commission?<br><br>If yes, does the new antenna support structure comply with all mandated height restrictions within the applicable comprehensive land use plan? | <input type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No<br><br><input type="checkbox"/> No |
| Rationale: The site is not located within an airport influence area, airport zone or equivalent planning boundary. Therefore, height restrictions are not applicable. |  |   |   |

|  |   |   |                             |
|--|---|---|-----------------------------|
| 5.3  | Does the new antenna support structure comply with all other State and federal height restrictions? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Rationale: No applicable State or Federal height restrictions were identified. |   |   |                             |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO SYSTEM SPECIFICATION (Criterion #6)**

|  |  |  |  |
|--|--|--|--|
| 6.1  | Does the project require a new central system switch?<br><br>Will the new central system switch be located within an existing enclosed structure at a publicly-owned site?<br><br>Will the new central system switch be housed at an existing private communications facility? | <input checked="" type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes | <input type="checkbox"/> No<br><br><input type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No |
| Rationale: The LMR system has two central system switches. These switches are located at existing enclosed structures at publically owned sites. |  |  |  |

### Project Site Map



 LMR Site Direct APE

10/13/2014



Site ID:  
LACF169

**PUBLIC RESOURCES CODE § 21080.25  
CEQA EXEMPTION WORKSHEET**

**Los Angeles Regional Interoperable Communications System (LA-RICS) Authority's  
Land Mobile Radio (LMR) System**

|                      |   |                        |                                      |
|----------------------|---|------------------------|--------------------------------------|
| <b>Completed By:</b> | Jason Walsh, Paige Peyton, Bruce Palmer, Beth Defend, Chris Odenthal, Andy Priest | <b>Site Id:</b>        | LACFDEL<br>Del Valle Training        |
| <b>Reviewed By:</b>  | Carl Rykaczewski  | <b>Property Owner:</b> | LA County Consolidated Fire District |
| <b>Date:</b>         | 10/20/2014  | <b>Map Attached:</b>   | Yes                                  |

Pursuant to Public Resources Code § 21080.25, until January 1, 2017, CEQA does not apply to the design, site acquisition, construction, operation, or maintenance of certain structures and equipment of the Los Angeles Regional Interoperable Communication System (LA-RICS) if certain criteria are met at the individual project site. The following CEQA Exemption worksheet identifies the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and whether the criteria are met at the individual project site being evaluated in the worksheet, as well as the explanation that supports this conclusion. The data that supports these conclusions is available on request from the LA-RICS Authority (the Lead Agency).

**Project Description:**

Site LACFDEL (see Attached Site Map) - Proposed indoor equipment to be located inside proposed (12'-0"x24'-0") equipment shelter. Proposed whip and microwave antennas mounted on proposed 70-foot monopole. Proposed backup generator with belly fuel tank mounted on (6'-6"x11'-0") concrete pad. Proposed equipment located within chain link enclosure.

**Findings and Conclusions represent the best professional judgment of investigators who performed field surveys and reviewed available data. The Lead Agency will determine if the site is CEQA Exempt or Non-Exempt.**

**FINDINGS AND CONCLUSIONS**

| PRC § 21080.25 Criteria   | Yes                                 | No                       |
|---|-------------------------------------|--------------------------|
| 1. The project site is publicly owned and already contains one or both of the following: (a) an antenna support structure and (i) antennas, and/or (ii) equipment enclosures; (b) a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Construction and implementation at the project site would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Construction and implementation of the project at the site would not have a substantial adverse impact on historical resources pursuant to Public Resources Code section 21084.1, and is not located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Operation of the project at the site would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

|   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 5. Any new system antenna support structures would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rationale: Based on the information provided below, the proposed site meets the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and would qualify for the LA-RICS Statutory CEQA exemption.                         |                                     |                          |

**DATA AND ANALYSIS**

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO LOCATION CRITERIA (Criterion #1)**

|   |   |  |
|---|---|--|
| 1.1. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site is publically owned.   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| If Yes, who is the owner? LA County Consolidated Fire District  |   |  |
| 1.2. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site already contains existing antenna support structures (lattice towers, monopoles or roof-mounts) and:   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| The site contains one or both of the following components:  |   |  |
| i) Antennas   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| ii) Equipment Enclosures  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| 1.3. Based on review of Los Angeles County’s Assessor records and GIS data, the project site is a police, sheriff, or fire station or other public facility that transmits or receives public safety radio signals. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO BIOLOGICAL CRITERIA (Criterion #2)**

|  |                              |  |
|--|------------------------------|--|
| 2.1. Based on field survey information, GIS data and/or aerial photographs are wetlands, as defined by PRC 21080.25(a) (7) present within the project site?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/25/2014. The lands surrounding the site have been developed as a fire fighting training facility; no wetlands are present. No impacts would occur to wetlands.                   |                              |  |
| 2.2. Based on field survey information, GIS data and/or aerial photographs are riparian areas, as defined by PRC 21080.25(a) (6) present within the project site.  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/25/2014. The lands surrounding the site have been developed as a fire fighting training facility; no riparian habitats are present. No impacts would occur to riparian habitats. |                              |  |



|   |   |                              |  |
|---|---|------------------------------|--|
| 2.3   | Based on available field survey information, GIS data and/or aerial photographs, is habitat of significant value, as defined by PRC 21080.25(a) (2), present within the project site. Specifically: |                              |  |
|   | (A) Wildlife habitat of national, statewide, or regional importance?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (B) Habitat identified as candidate, fully protected, sensitive, or species of special status by a state or federal agency?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (C) Habitat essential to the movement of resident or migratory wildlife?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 8/25/2014. The site is located within an extensive facility of buildings, roadways, and other paved and developed areas which would have previously precluded any special native habitats. Therefore, no impacts would occur to these species or habitats.</p> |   |                              |  |

|   |   |                              |  |
|---|---|------------------------------|--|
| 2.4   | Based on available field survey information, GIS data and/or aerial photographs, does the project have the potential to harm:                                   |                              |  |
|   | (A) Species or habitat protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.)?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (B) Species protected by the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code)?                                 | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (C) Species or habitat protected by the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code)? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 8/25/2014. The project site is located 0.5 miles from riparian habitat associated with the Santa Clara River; 0.4 miles from Least Bell's Vireo designated critical habitat, 0.5 miles from Southwestern Willow Flycatcher designated critical habitat, and 0.75 miles from Arroyo Toad designated critical habitat. The project site is separated from the river corridor by the two-lane paved CA State Highway 126; and the project site is topographically isolated from the river corridor by being located on a hill top 375 feet in elevation above and north of the Santa Clara River. No project-related impacts would occur to special status species.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HISTORICAL CRITERIA (Criterion #3)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 3.1   | Would facilities at the project site be located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Based on archival research, the proposed facilities at the LACFDEL project location will not be located on sacred lands or other cultural sites (CHRIS data 2014; Letter from the Native American Heritage Commission 15 September 2014). The closest resources of this nature to the LACFDEL project site are four prehistoric archaeological sites, all of which are situated approximately one-half mile to the southeast or southwest, and all but one of which has been heavily disturbed by modern construction and decades of farming.</p> |  |                              |  |

|   |   |                              |  |
|---|---|------------------------------|--|
| 3.2   | Based on available field survey info, records search, and/or aerial photos would project construction and implementation at the project site have a substantial adverse impact on historic resources pursuant to PRC Section 21084.1? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The direct area of potential effects (APE) for cultural resources assessments encompasses the construction footprint, which includes all ground disturbing areas and any historical buildings or structures that might be affected directly by LMR activities (see attached figure). For the indirect APE, a one-half mile radius surrounding the direct APE is used to assess any potential indirect (visual) effects on historical resources within the viewshed. Based on archival research, there are no known historical resources within either the direct or one-half mile indirect (visual) APEs at LACFDEL (CHRIS data 2014). Equipment buildings, fuel tanks, utility poles, and other industrial and communications-related features have been previously constructed immediately adjacent to the project footprint, causing significant ground disturbance across the entire area and the proposed LMR equipment building and 70-foot monopole would be in character with the surrounding landscape. With the exception of the northwest quadrant of the indirect APE, where the industrial and communications structures are primarily clustered, the viewshed is rolling terrain that is undeveloped or farmland, with only a few small scattered structures. Within the indirect APE there are five recorded resources. Four of the resources are prehistoric in age (Resource Nos. P-19-002233, P-19-002234, P-19-002235, and P-19-002242) the fifth (Resource No. P-19-004321) is a historic trash scatter. All but one of these resources (a cave) have been damaged or destroyed by modern construction, farmed for decades, or vandalized, and none have been determined to be historical resources. All five of the recorded resources are distant from the direct APE construction area with the closest being 1,643 feet to the southeast. As a result, the erection of the proposed monopole and associated LMR infrastructure would not have a substantial adverse impact on historical resources.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO EXPOSURE STANDARDS (Criterion #4)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 4.1   | Would operation of the project at the site exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The Contractor is contractually required to perform an RF emission safety study prior to construction that will model the RF emission level from all equipment on site, and demonstrate that it complies with the FCC guidelines and regulations on MPE for the General Public/Uncontrolled and for the Occupational/ Controlled groups per OET Bulletin 65. The contractor is also required to verify, prior to operation, that the LMR System facilities at the site do not exceed FCC and OSHA Maximum Permissible Exposure (MPE) limits for the power density and magnetic and electric field strength from radiofrequency (RF) transmitters, including but not limited to MPE standards set forth in Sections 1.307 and 1.1310 of Title 47 of the Code of Federal Regulations. After installation of the LMR facilities, the contractor must conduct field measurements to confirm RF emission levels are in compliance and must identify, resolve, and correct any non-compliance (including the posting of appropriate signage) until compliance can be demonstrated. Therefore, operation of the project at the site would not exceed MPE standards established by the FCC.</p> |  |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HEIGHT REQUIREMENTS (Criterion #5)**

|  |   |   |  |
|--|---|---|--|
| 5.1  | Will the project construct new antenna support structures on the site?  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
|  | If new antenna structure is a monopole would it exceed 70 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
|  | If new antenna structure is a lattice would it exceed 180 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
| <p>Rationale: Proposed whip and microwave antennas to be mounted on proposed new 70-foot monopole.</p> |   |   |  |

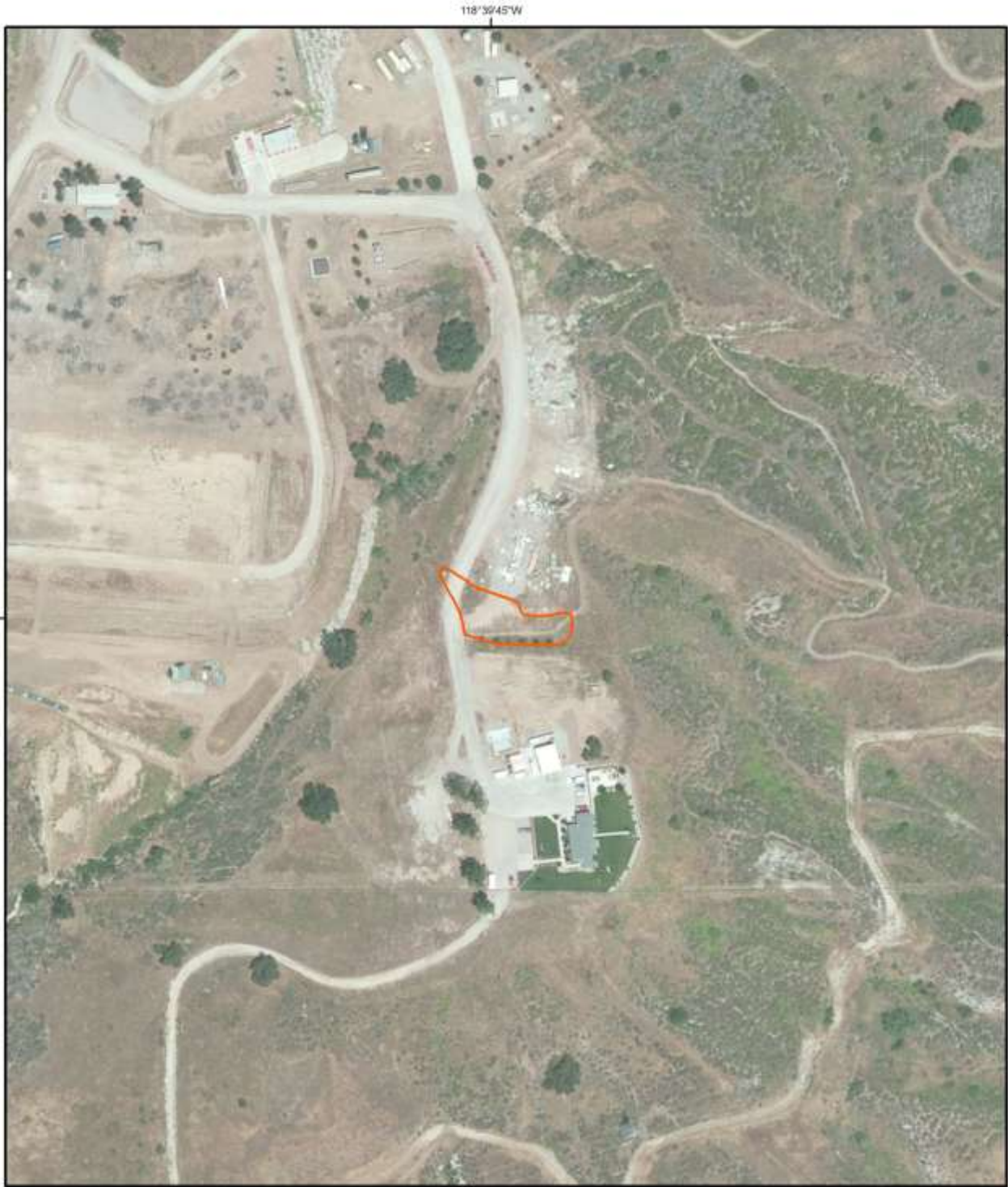
|  |   |   |   |
|--|---|---|---|
| 5.2  | <p>Is the project site located within an airport influence area, airport zone or equivalent planning boundary that is regulated by a comprehensive land use plan that has been adopted by an airport land use commission?</p> <p>If yes, does the new antenna support structure comply with all mandated height restrictions within the applicable comprehensive land use plan?</p> | <input type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No<br><br><input type="checkbox"/> No |
| <p>Rationale: The site is not located within an airport influence area, airport zone or equivalent planning boundary. Therefore, height restrictions are not applicable.</p> |   |   |   |


|   |  |   |                             |
|---|--|---|-----------------------------|
| 5.3   | <p>Does the new antenna support structure comply with all other State and federal height restrictions?</p> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <p>Rationale: No applicable State or Federal height restrictions were identified.</p> |  |   |                             |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO SYSTEM SPECIFICATION (Criterion #6)**

|   |   |  |  |
|---|---|--|--|
| 6.1   | <p>Does the project require a new central system switch?</p> <p>Will the new central system switch be located within an existing enclosed structure at a publicly-owned site?</p> <p>Will the new central system switch be housed at an existing private communications facility?</p> | <input checked="" type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes | <input type="checkbox"/> No<br><br><input type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No |
| <p>Rationale: The LMR system has two central system switches. These switches are located at existing enclosed structures at publically owned sites.</p> |   |  |  |

### Project Site Map



 LMR Site Direct APE

Y0132014



Site ID:  
LACFDEL

**PUBLIC RESOURCES CODE § 21080.25  
CEQA EXEMPTION WORKSHEET**

**Los Angeles Regional Interoperable Communications System (LA-RICS) Authority's  
Land Mobile Radio (LMR) System**

|                      |   |                        |                                     |
|----------------------|---|------------------------|-------------------------------------|
| <b>Completed By:</b> | Jason Walsh, Paige Peyton, Bruce Palmer, Beth Defend, Chris Odenthal, Andy Priest | <b>Site Id:</b>        | LAPD077<br>77TH Street Area Complex |
| <b>Reviewed By:</b>  | Carl Rykaczewski  | <b>Property Owner:</b> | City of Los Angeles                 |
| <b>Date:</b>         | 10/20/2014  | <b>Map Attached:</b>   | Yes                                 |

Pursuant to Public Resources Code § 21080.25, until January 1, 2017, CEQA does not apply to the design, site acquisition, construction, operation, or maintenance of certain structures and equipment of the Los Angeles Regional Interoperable Communication System (LA-RICS) if certain criteria are met at the individual project site. The following CEQA Exemption worksheet identifies the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and whether the criteria are met at the individual project site being evaluated in the worksheet, as well as the explanation that supports this conclusion. The data that supports these conclusions is available on request from the LA-RICS Authority (the Lead Agency).

**Project Description:**

Site LAPD077 (see Attached Site Map) - Proposed indoor equipment racks to be located in existing equipment room located on roof of existing building. Proposed microwave antennas to be façade mounted to existing penthouse equipment room. Proposed backup generator mounted on concrete slab and located on grade in existing parking lot.

**Findings and Conclusions represent the best professional judgment of investigators who performed field surveys and reviewed available data. The Lead Agency will determine if the site is CEQA Exempt or Non-Exempt.**

**FINDINGS AND CONCLUSIONS**

| PRC § 21080.25 Criteria   | Yes                                 | No                       |
|---|-------------------------------------|--------------------------|
| 1. The project site is publicly owned and already contains one or both of the following: (a) an antenna support structure and (i) antennas, and/or (ii) equipment enclosures; (b) a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Construction and implementation at the project site would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Construction and implementation of the project at the site would not have a substantial adverse impact on historical resources pursuant to Public Resources Code section 21084.1, and is not located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Operation of the project at the site would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

|   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 5. Any new system antenna support structures would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rationale: Based on the information provided below, the proposed site meets the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and would qualify for the LA-RICS Statutory CEQA exemption.                         |                                     |                          |

**DATA AND ANALYSIS**

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO LOCATION CRITERIA (Criterion #1)**

|   |   |                             |
|---|---|-----------------------------|
| 1.1. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site is publically owned.   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| If Yes, who is the owner?   |   | City of Los Angeles         |
| 1.2. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site already contains existing antenna support structures (lattice towers, monopoles or roof-mounts) and:   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| The site contains one or both of the following components:  |   |                             |
| i) Antennas   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| ii) Equipment Enclosures  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 1.3. Based on review of Los Angeles County’s Assessor records and GIS data, the project site is a police, sheriff, or fire station or other public facility that transmits or receives public safety radio signals. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO BIOLOGICAL CRITERIA (Criterion #2)**

|   |                              |  |
|---|------------------------------|--|
| 2.1. Based on field survey information, GIS data and/or aerial photographs are wetlands, as defined by PRC 21080.25(a) (7) present within the project site?               | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/21/2014. The site vicinity is fully urbanized; no wetlands are present. No project-related impacts would occur to wetlands.                   |                              |  |
| 2.2. Based on field survey information, GIS data and/or aerial photographs are riparian areas, as defined by PRC 21080.25(a) (6) present within the project site.         | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/21/2014. The site vicinity is fully urbanized; no riparian habitats are present. No project-related impacts would occur to riparian habitats. |                              |  |

|   |   |                              |  |
|---|---|------------------------------|--|
| 2.3   | Based on available field survey information, GIS data and/or aerial photographs, is habitat of significant value, as defined by PRC 21080.25(a) (2), present within the project site. Specifically: |                              |  |
|   | (A) Wildlife habitat of national, statewide, or regional importance?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (B) Habitat identified as candidate, fully protected, sensitive, or species of special status by a state or federal agency?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (C) Habitat essential to the movement of resident or migratory wildlife?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 8/21/2014. The site vicinity is fully urbanized, being located in a mixed residential/industrial area surrounded by private property with scattered landscaping. No habitat for special species is present. No project-related impacts would occur to these species or habitats.</p> |   |                              |  |

|   |   |                              |  |
|---|---|------------------------------|--|
| 2.4   | Based on available field survey information, GIS data and/or aerial photographs, does the project have the potential to harm:                                   |                              |  |
|   | (A) Species or habitat protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.)?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (B) Species protected by the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code)?                                 | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (C) Species or habitat protected by the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code)? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 8/21/2014. The site vicinity is fully urbanized. No project-related impacts would occur to special status species.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HISTORICAL CRITERIA (Criterion #3)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 3.1   | Would facilities at the project site be located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Based on archival research, the proposed facilities at the LAPD077 project location will not be located on sacred lands or other cultural sites (CHRIS data 2014; Letter from the Native American Heritage Commission 15 September 2014). Sites of this nature have not been identified at any location within a one-half mile radius of the project footprint.</p> |  |                              |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 3.2  | Based on available field survey info, records search, and/or aerial photos would project construction and implementation at the project site have a substantial adverse impact on historic resources pursuant to PRC Section 21084.1? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The direct area of potential effects (APE) for cultural resources assessments encompasses the construction footprint, which includes all ground disturbing areas and any historical buildings or structures that might be affected directly by LMR activities (see attached figure). For the indirect APE, a one-half mile radius surrounding the direct APE is used to assess any potential indirect (visual) effects on historical resources within the viewshed. Based on archival research, there are no historical resources within the project footprint (direct APE) (CHRIS data 2014). The footprint encompasses the roof of LAPD077 and a small parking lot adjacent to the building's north façade. LAPD077 was constructed in 1925; it is not a recorded historical resource. The project consists solely of the addition of microwave antennas to the façade of an existing rooftop penthouse that has existing microwave dishes attached, and the construction of a backup generator in an existing paved parking lot. The one-half mile indirect (visual) APE encompasses a high density urban environment that is bisected by the Harbor Freeway, which disrupts the viewshed. Both sides of the freeway contain commercial, industrial, and residential buildings of varying size and architecture. Within the indirect APE there are 31 recorded resources, all of which are standing structures, some of which are designated historical resources. The closest of these to LAPD077 are Resource No. 164633, a California Bungalow built in 1909 and Resource No. 090403, a California Bungalow built in 1913. Neither of these properties are designated historical resources. Given the location of the proposed microwave dishes within the roofline of LAPD077 (not visible from the street) and the location of the small equipment building within a parking lot containing similar facilities, this project will have no substantial adverse impacts on historical resources at any location within the indirect APE.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO EXPOSURE STANDARDS (Criterion #4)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 4.1   | Would operation of the project at the site exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The Contractor is contractually required to perform an RF emission safety study prior to construction that will model the RF emission level from all equipment on site, and demonstrate that it complies with the FCC guidelines and regulations on MPE for the General Public/Uncontrolled and for the Occupational/ Controlled groups per OET Bulletin 65. The contractor is also required to verify, prior to operation, that the LMR System facilities at the site do not exceed FCC and OSHA Maximum Permissible Exposure (MPE) limits for the power density and magnetic and electric field strength from radiofrequency (RF) transmitters, including but not limited to MPE standards set forth in Sections 1.307 and 1.1310 of Title 47 of the Code of Federal Regulations. After installation of the LMR facilities, the contractor must conduct field measurements to confirm RF emission levels are in compliance and must identify, resolve, and correct any non-compliance (including the posting of appropriate signage) until compliance can be demonstrated. Therefore, operation of the project at the site would not exceed MPE standards established by the FCC.</p> |  |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HEIGHT REQUIREMENTS (Criterion #5)**

|   |   |   |                             |
|---|---|---|-----------------------------|
| 5.1   | Will the project construct new antenna support structures on the site?  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
|   | If new antenna structure is a monopole would it exceed 70 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input type="checkbox"/> No |
|   | If new antenna structure is a lattice would it exceed 180 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input type="checkbox"/> No |
| <p>Rationale: New roof-mount proposed microwave antennas to be façade mounted to existing penthouse equipment room.</p> |   |   |                             |



|  |   |   |   |
|--|---|---|---|
| 5.2  | <p>Is the project site located within an airport influence area, airport zone or equivalent planning boundary that is regulated by a comprehensive land use plan that has been adopted by an airport land use commission?</p> <p>If yes, does the new antenna support structure comply with all mandated height restrictions within the applicable comprehensive land use plan?</p> | <input type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No<br><br><input type="checkbox"/> No |
| <p>Rationale: The site is not located within an airport influence area, airport zone or equivalent planning boundary. Therefore, height restrictions are not applicable.</p> |   |   |   |

|   |  |   |                             |
|---|--|---|-----------------------------|
| 5.3   | <p>Does the new antenna support structure comply with all other State and federal height restrictions?</p> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <p>Rationale: No applicable State or Federal height restrictions were identified.</p> |  |   |                             |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO SYSTEM SPECIFICATION (Criterion #6)**

|   |   |  |  |
|---|---|--|--|
| 6.1   | <p>Does the project require a new central system switch?</p> <p>Will the new central system switch be located within an existing enclosed structure at a publicly-owned site?</p> <p>Will the new central system switch be housed at an existing private communications facility?</p> | <input checked="" type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes | <input type="checkbox"/> No<br><br><input type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No |
| <p>Rationale: The LMR system has two central system switches. These switches are located at existing enclosed structures at publically owned sites.</p> |   |  |  |

### Project Site Map



LMR Site Direct APE



Site ID:  
LAPD077

**PUBLIC RESOURCES CODE § 21080.25  
CEQA EXEMPTION WORKSHEET**

**Los Angeles Regional Interoperable Communications System (LA-RICS) Authority's  
Land Mobile Radio (LMR) System**

|                      |   |                        |                                    |
|----------------------|---|------------------------|------------------------------------|
| <b>Completed By:</b> | Jason Walsh, Paige Peyton, Bruce Palmer, Beth Defend, Chris Odenthal, Andy Priest | <b>Site Id:</b>        | LAPDDVN<br>Devonshire Area station |
| <b>Reviewed By:</b>  | Carl Rykaczewski  | <b>Property Owner:</b> | City of Los Angeles                |
| <b>Date:</b>         | 10/20/2014  | <b>Map Attached:</b>   | Yes                                |

Pursuant to Public Resources Code § 21080.25, until January 1, 2017, CEQA does not apply to the design, site acquisition, construction, operation, or maintenance of certain structures and equipment of the Los Angeles Regional Interoperable Communication System (LA-RICS) if certain criteria are met at the individual project site. The following CEQA Exemption worksheet identifies the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and whether the criteria are met at the individual project site being evaluated in the worksheet, as well as the explanation that supports this conclusion. The data that supports these conclusions is available on request from the LA-RICS Authority (the Lead Agency).

**Project Description:**

Site LAPDDVN (see Attached Site Map) - Proposed indoor equipment to be located inside existing equipment room located on 2nd floor of existing LAPD police station. Proposed microwave antennas mounted on proposed 70-foot monopole. Proposed backup generator with belly fuel tank mounted on (6'-6"x11'-0") concrete pad.

**Findings and Conclusions represent the best professional judgment of investigators who performed field surveys and reviewed available data. The Lead Agency will determine if the site is CEQA Exempt or Non-Exempt.**

**FINDINGS AND CONCLUSIONS**

| PRC § 21080.25 Criteria   | Yes                                 | No                       |
|---|-------------------------------------|--------------------------|
| 1. The project site is publicly owned and already contains one or both of the following: (a) an antenna support structure and (i) antennas, and/or (ii) equipment enclosures; (b) a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Construction and implementation at the project site would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Construction and implementation of the project at the site would not have a substantial adverse impact on historical resources pursuant to Public Resources Code section 21084.1, and is not located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Operation of the project at the site would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

|   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 5. Any new system antenna support structures would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rationale: Based on the information provided below, the proposed site meets the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and would qualify for the LA-RICS Statutory CEQA exemption.                         |                                     |                          |

**DATA AND ANALYSIS**

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO LOCATION CRITERIA (Criterion #1)**

|   |   |                             |
|---|---|-----------------------------|
| 1.1. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site is publically owned.   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| If Yes, who is the owner? <span style="float: right;">City of Los Angeles</span>  |   |                             |
| 1.2. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site already contains existing antenna support structures (lattice towers, monopoles or roof-mounts) and:   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| The site contains one or both of the following components:  |   |                             |
| i) Antennas   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| ii) Equipment Enclosures  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 1.3. Based on review of Los Angeles County’s Assessor records and GIS data, the project site is a police, sheriff, or fire station or other public facility that transmits or receives public safety radio signals. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO BIOLOGICAL CRITERIA (Criterion #2)**

|   |                              |  |
|---|------------------------------|--|
| 2.1. Based on field survey information, GIS data and/or aerial photographs are wetlands, as defined by PRC 21080.25(a) (7) present within the project site?               | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/19/2014. The site vicinity is fully urbanized; no wetlands are present. No project-related impacts would occur to wetlands.                   |                              |  |
| 2.2. Based on field survey information, GIS data and/or aerial photographs are riparian areas, as defined by PRC 21080.25(a) (6) present within the project site.         | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/19/2014. The site vicinity is fully urbanized; no riparian habitats are present. No project-related impacts would occur to riparian habitats. |                              |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 2.3  | Based on available field survey information, GIS data and/or aerial photographs, is habitat of significant value, as defined by PRC 21080.25(a) (2), present within the project site. Specifically: |                              |  |
|  | (A) Wildlife habitat of national, statewide, or regional importance?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (B) Habitat identified as candidate, fully protected, sensitive, or species of special status by a state or federal agency?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (C) Habitat essential to the movement of resident or migratory wildlife?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 8/19/2014. The site vicinity is fully urbanized. The site is a large facility located within recently built residential housing units and some industrial facilities to the south. Parking lot and street contain some landscaping. No habitat for special species is present. No project-related impacts would occur to these species or habitats.</p> |   |                              |  |

|   |   |                              |  |
|---|---|------------------------------|--|
| 2.4   | Based on available field survey information, GIS data and/or aerial photographs, does the project have the potential to harm:                                   |                              |  |
|   | (A) Species or habitat protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.)?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (B) Species protected by the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code)?                                 | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (C) Species or habitat protected by the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code)? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 8/19/2014. The site vicinity is fully urbanized. No project-related impacts would occur to special status species.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HISTORICAL CRITERIA (Criterion #3)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 3.1   | Would facilities at the project site be located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Based on archival research, the proposed facilities at the LAPDDVN project location will not be located on sacred lands or other cultural sites (CHRIS data 2014; Letter from the Native American Heritage Commission 15 September 2014). The closest site of this nature to the LAPDDVN project site is one prehistoric archaeological site (Resource No. P-19-000673). The site is situated southeast of the LAPDDVN direct project location.</p> |  |                              |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 3.2  | Based on available field survey info, records search, and/or aerial photos would project construction and implementation at the project site have a substantial adverse impact on historic resources pursuant to PRC Section 21084.1? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The direct area of potential effects (APE) for cultural resources assessments encompasses the construction footprint, which includes all ground disturbing areas and any historical buildings or structures that might be affected directly by LMR activities (see attached figure). For the indirect APE, a one-half mile radius surrounding the direct APE is used to assess any potential indirect (visual) effects on historical resources within the viewshed. Based on archival research, there are no historical resources within the project footprint (direct APE) (CHRIS data 2014). Project activities at this location include placing indoor equipment inside an existing equipment room within the LAPDDVN, replacement of an existing monopole with a new monopole in the same previously disturbed area at the east side of the building, and the addition of 95 feet of electrical conduit on the exterior of the building. LAPDDVN was constructed in 1973 and is not a historical resource. The one-half mile indirect APE is densely urban and commercial and bisected by a stormwater runoff channel and wide powerline buffer zone. Within the indirect APE, there are two recorded resources (Resource No. P-19-000673, a prehistoric archaeological site, that is not a designated historical resource) and Resource No. 098067, a designated community recreation center of unrecorded age. Construction of the LMR elements at LAPDDVN would be in character with the existing communications equipment already present on the site. The new monopole is a replacement for the existing monopole, which would make the visual effect essentially unchanged. Neither the new or existing monopole would be visible from Resource No. 098067, which is located approximately .13 miles southwest of the LAPDDVN project location. As a result, construction of the LMR elements at LAPDDVN would have no substantial adverse effect on historical resources.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO EXPOSURE STANDARDS (Criterion #4)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 4.1   | Would operation of the project at the site exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The Contractor is contractually required to perform an RF emission safety study prior to construction that will model the RF emission level from all equipment on site, and demonstrate that it complies with the FCC guidelines and regulations on MPE for the General Public/Uncontrolled and for the Occupational/ Controlled groups per OET Bulletin 65. The contractor is also required to verify, prior to operation, that the LMR System facilities at the site do not exceed FCC and OSHA Maximum Permissible Exposure (MPE) limits for the power density and magnetic and electric field strength from radiofrequency (RF) transmitters, including but not limited to MPE standards set forth in Sections 1.307 and 1.1310 of Title 47 of the Code of Federal Regulations. After installation of the LMR facilities, the contractor must conduct field measurements to confirm RF emission levels are in compliance and must identify, resolve, and correct any non-compliance (including the posting of appropriate signage) until compliance can be demonstrated. Therefore, operation of the project at the site would not exceed MPE standards established by the FCC.</p> |  |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HEIGHT REQUIREMENTS (Criterion #5)**

|  |   |   |  |
|--|---|---|--|
| 5.1  | Will the project construct new antenna support structures on the site?  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
|  | If new antenna structure is a monopole would it exceed 70 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
|  | If new antenna structure is a lattice would it exceed 180 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
| <p>Rationale: Proposed whip and microwave antennas to be mounted on proposed new 70-foot monopole.</p> |   |   |  |

|   |  |   |   |
|---|--|---|---|
| 5.2   | Is the project site located within an airport influence area, airport zone or equivalent planning boundary that is regulated by a comprehensive land use plan that has been adopted by an airport land use commission?<br><br>If yes, does the new antenna support structure comply with all mandated height restrictions within the applicable comprehensive land use plan? | <input type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No<br><br><input type="checkbox"/> No |
| Rationale: The site is not located within an airport influence area, airport zone or equivalent planning boundary. Therefore, height restrictions are not applicable. |  |   |   |

|  |   |   |                             |
|--|---|---|-----------------------------|
| 5.3  | Does the new antenna support structure comply with all other State and federal height restrictions? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Rationale: No applicable State or Federal height restrictions were identified. |   |   |                             |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO SYSTEM SPECIFICATION (Criterion #6)**

|  |  |  |  |
|--|--|--|--|
| 6.1  | Does the project require a new central system switch?<br><br>Will the new central system switch be located within an existing enclosed structure at a publicly-owned site?<br><br>Will the new central system switch be housed at an existing private communications facility? | <input checked="" type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes | <input type="checkbox"/> No<br><br><input type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No |
| Rationale: The LMR system has two central system switches. These switches are located at existing enclosed structures at publically owned sites. |  |  |  |

### Project Site Map



LMR Site Direct APE



Site ID:  
LAPDDVN



**PUBLIC RESOURCES CODE § 21080.25  
CEQA EXEMPTION WORKSHEET**

**Los Angeles Regional Interoperable Communications System (LA-RICS) Authority's  
Land Mobile Radio (LMR) System**

|                      |   |                        |                                   |
|----------------------|---|------------------------|-----------------------------------|
| <b>Completed By:</b> | Jason Walsh, Paige Peyton, Bruce Palmer, Beth Defend, Chris Odenthal, Andy Priest | <b>Site Id:</b>        | LAPDVDC<br>Valley Dispatch Center |
| <b>Reviewed By:</b>  | Carl Rykaczewski  | <b>Property Owner:</b> | City of Los Angeles               |
| <b>Date:</b>         | 10/20/2014  | <b>Map Attached:</b>   | Yes                               |

Pursuant to Public Resources Code § 21080.25, until January 1, 2017, CEQA does not apply to the design, site acquisition, construction, operation, or maintenance of certain structures and equipment of the Los Angeles Regional Interoperable Communication System (LA-RICS) if certain criteria are met at the individual project site. The following CEQA Exemption worksheet identifies the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and whether the criteria are met at the individual project site being evaluated in the worksheet, as well as the explanation that supports this conclusion. The data that supports these conclusions is available on request from the LA-RICS Authority (the Lead Agency).

**Project Description:**

Site LAPDVDC (see Attached Site Map) - Proposed indoor equipment racks to be located in existing equipment room located inside existing building. Proposed microwave antennas to be mounted to existing antenna mounting platform located on roof of existing building. Proposed backup generator located next to existing building.

**Findings and Conclusions represent the best professional judgment of investigators who performed field surveys and reviewed available data. The Lead Agency will determine if the site is CEQA Exempt or Non-Exempt.**

**FINDINGS AND CONCLUSIONS**

| PRC § 21080.25 Criteria   | Yes                                 | No                       |
|---|-------------------------------------|--------------------------|
| 1. The project site is publicly owned and already contains one or both of the following: (a) an antenna support structure and (i) antennas, and/or (ii) equipment enclosures; (b) a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Construction and implementation at the project site would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Construction and implementation of the project at the site would not have a substantial adverse impact on historical resources pursuant to Public Resources Code section 21084.1, and is not located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Operation of the project at the site would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

|   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 5. Any new system antenna support structures would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rationale: Based on the information provided below, the proposed site meets the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and would qualify for the LA-RICS Statutory CEQA exemption.                         |                                     |                          |

**DATA AND ANALYSIS**

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO LOCATION CRITERIA (Criterion #1)**

|   |   |                             |
|---|---|-----------------------------|
| 1.1. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site is publically owned.   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| If Yes, who is the owner? <span style="float: right;">City of Los Angeles</span>  |   |                             |
| 1.2. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site already contains existing antenna support structures (lattice towers, monopoles or roof-mounts) and:   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| The site contains one or both of the following components:  |   |                             |
| i) Antennas   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| ii) Equipment Enclosures  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 1.3. Based on review of Los Angeles County’s Assessor records and GIS data, the project site is a police, sheriff, or fire station or other public facility that transmits or receives public safety radio signals. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO BIOLOGICAL CRITERIA (Criterion #2)**

|   |                              |  |
|---|------------------------------|--|
| 2.1. Based on field survey information, GIS data and/or aerial photographs are wetlands, as defined by PRC 21080.25(a) (7) present within the project site?               | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/19/2014. The site vicinity is fully urbanized; no wetlands are present. No project-related impacts would occur to wetlands.                   |                              |  |
| 2.2. Based on field survey information, GIS data and/or aerial photographs are riparian areas, as defined by PRC 21080.25(a) (6) present within the project site.         | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/19/2014. The site vicinity is fully urbanized; no riparian habitats are present. No project-related impacts would occur to riparian habitats. |                              |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 2.3  | Based on available field survey information, GIS data and/or aerial photographs, is habitat of significant value, as defined by PRC 21080.25(a) (2), present within the project site. Specifically: |                              |  |
|  | (A) Wildlife habitat of national, statewide, or regional importance?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (B) Habitat identified as candidate, fully protected, sensitive, or species of special status by a state or federal agency?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (C) Habitat essential to the movement of resident or migratory wildlife?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 8/19/2014. The site vicinity is fully urbanized. The site is a large facility with private residences to the west and industrial operations to the east. The parking lot contains mature trees. No habitat for special species is present. No project-related impacts would occur to these species or habitats.</p> |   |                              |  |

|   |   |                              |  |
|---|---|------------------------------|--|
| 2.4   | Based on available field survey information, GIS data and/or aerial photographs, does the project have the potential to harm:                                   |                              |  |
|   | (A) Species or habitat protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.)?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (B) Species protected by the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code)?                                 | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (C) Species or habitat protected by the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code)? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 8/19/2014. The site vicinity is fully urbanized. No project-related impacts would occur to special status species.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HISTORICAL CRITERIA (Criterion #3)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 3.1   | Would facilities at the project site be located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Based on archival research, the proposed facilities at the LAPDVDC project location will not be located on sacred lands or other cultural sites (CHRIS data 2014; Letter from the Native American Heritage Commission 15 September 2014). Sites of this nature have not been identified at any location within a one-half mile radius of the project footprint.</p> |  |                              |  |

|   |   |                              |  |
|---|---|------------------------------|--|
| 3.2   | Based on available field survey info, records search, and/or aerial photos would project construction and implementation at the project site have a substantial adverse impact on historic resources pursuant to PRC Section 21084.1? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The direct area of potential effects (APE) for cultural resources assessments encompasses the construction footprint, which includes all ground disturbing areas and any historical buildings or structures that might be affected directly by LMR activities (see attached figure). For the indirect APE, a one-half mile radius surrounding the direct APE is used to assess any potential indirect (visual) effects on historical resources within the viewshed. Based on archival research, there are no historical resources within either the project footprint (direct APE) or one-half mile indirect (visual) APE (CHRIS data 2014). The project footprint encompasses the rooftop of the Los Angeles Police Department Valley Dispatch Center (LAPDVDC) (constructed in 2001) and within a paved parking lot adjacent to the building's north end. Indoor equipment will be installed within an existing equipment room of the LAPDVDC, the proposed equipment building will be situated within the paved parking area, and additional microwave antennas will be attached to an existing mounting platform on the penthouse area of the building's roof. The indirect APE is a very high density urban environment that encompasses residences, schools, and commercial and industrial areas. A narrow section of the northeast quadrant of the indirect APE is undeveloped land. Because there are no historical resources within the direct or indirect APE, construction of the LMR elements on the roof of the LAPDVDC will have no substantial effect on historical resources.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO EXPOSURE STANDARDS (Criterion #4)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 4.1   | Would operation of the project at the site exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The Contractor is contractually required to perform an RF emission safety study prior to construction that will model the RF emission level from all equipment on site, and demonstrate that it complies with the FCC guidelines and regulations on MPE for the General Public/Uncontrolled and for the Occupational/ Controlled groups per OET Bulletin 65. The contractor is also required to verify, prior to operation, that the LMR System facilities at the site do not exceed FCC and OSHA Maximum Permissible Exposure (MPE) limits for the power density and magnetic and electric field strength from radiofrequency (RF) transmitters, including but not limited to MPE standards set forth in Sections 1.307 and 1.1310 of Title 47 of the Code of Federal Regulations. After installation of the LMR facilities, the contractor must conduct field measurements to confirm RF emission levels are in compliance and must identify, resolve, and correct any non-compliance (including the posting of appropriate signage) until compliance can be demonstrated. Therefore, operation of the project at the site would not exceed MPE standards established by the FCC.</p> |  |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HEIGHT REQUIREMENTS (Criterion #5)**

|   |   |                              |  |
|---|---|------------------------------|--|
| 5.1   | Will the project construct new antenna support structures on the site?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | If new antenna structure is a monopole would it exceed 70 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes | <input type="checkbox"/> No            |
|   | If new antenna structure is a lattice would it exceed 180 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes | <input type="checkbox"/> No            |
| <p>Rationale: Proposed microwave antennas to be mounted to existing antenna mounting platform located on roof of existing building.</p> |   |                              |  |

|  |   |   |   |
|--|---|---|---|
| 5.2  | <p>Is the project site located within an airport influence area, airport zone or equivalent planning boundary that is regulated by a comprehensive land use plan that has been adopted by an airport land use commission?</p> <p>If yes, does the new antenna support structure comply with all mandated height restrictions within the applicable comprehensive land use plan?</p> | <input type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No<br><br><input type="checkbox"/> No |
| <p>Rationale: The site is not located within an airport influence area, airport zone or equivalent planning boundary. Therefore, height restrictions are not applicable.</p> |   |   |   |

|   |  |                              |                             |
|---|--|------------------------------|-----------------------------|
| 5.3   | <p>Does the new antenna support structure comply with all other State and federal height restrictions?</p> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <p>Rationale: No applicable State or Federal height restrictions were identified.</p> |  |                              |                             |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO SYSTEM SPECIFICATION (Criterion #6)**

|   |   |  |  |
|---|---|--|--|
| 6.1   | <p>Does the project require a new central system switch?</p> <p>Will the new central system switch be located within an existing enclosed structure at a publicly-owned site?</p> <p>Will the new central system switch be housed at an existing private communications facility?</p> | <input checked="" type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes | <input type="checkbox"/> No<br><br><input type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No |
| <p>Rationale: The LMR system has two central system switches. These switches are located at existing enclosed structures at publically owned sites.</p> |   |  |  |

### Project Site Map



 LMR Site Direct APE

Y0132014



Site ID:  
LAPDVDC

**PUBLIC RESOURCES CODE § 21080.25  
CEQA EXEMPTION WORKSHEET**

**Los Angeles Regional Interoperable Communications System (LA-RICS) Authority's  
Land Mobile Radio (LMR) System**

|                      |   |                        |                                      |
|----------------------|---|------------------------|--------------------------------------|
| <b>Completed By:</b> | Jason Walsh, Paige Peyton, Bruce Palmer, Beth Defend, Chris Odenthal, Andy Priest | <b>Site Id:</b>        | LDWP243<br>DWP Sylmar Water Ladder   |
| <b>Reviewed By:</b>  | Carl Rykaczewski  | <b>Property Owner:</b> | City of Los Angeles Water and Powers |
| <b>Date:</b>         | 10/20/2014  | <b>Map Attached:</b>   | Yes                                  |

Pursuant to Public Resources Code § 21080.25, until January 1, 2017, CEQA does not apply to the design, site acquisition, construction, operation, or maintenance of certain structures and equipment of the Los Angeles Regional Interoperable Communication System (LA-RICS) if certain criteria are met at the individual project site. The following CEQA Exemption worksheet identifies the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and whether the criteria are met at the individual project site being evaluated in the worksheet, as well as the explanation that supports this conclusion. The data that supports these conclusions is available on request from the LA-RICS Authority (the Lead Agency).

**Project Description:**

Site LDWP243 (see Attached Site Map) - Proposed indoor equipment to be located inside proposed (12'-0"x24'-0") equipment shelter. Proposed whip and microwave antennas mounted on proposed 70-foot monopole. Proposed backup generator with belly fuel tank mounted on (6'-6"x11'-0") concrete pad. Proposed equipment located within proposed retaining wall area.

**Findings and Conclusions represent the best professional judgment of investigators who performed field surveys and reviewed available data. The Lead Agency will determine if the site is CEQA Exempt or Non-Exempt.**

**FINDINGS AND CONCLUSIONS**

| PRC § 21080.25 Criteria   | Yes                                 | No                       |
|---|-------------------------------------|--------------------------|
| 1. The project site is publicly owned and already contains one or both of the following: (a) an antenna support structure and (i) antennas, and/or (ii) equipment enclosures; (b) a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Construction and implementation at the project site would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Construction and implementation of the project at the site would not have a substantial adverse impact on historical resources pursuant to Public Resources Code section 21084.1, and is not located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Operation of the project at the site would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

|   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 5. Any new system antenna support structures would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rationale: Based on the information provided below, the proposed site meets the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and would qualify for the LA-RICS Statutory CEQA exemption.                         |                                     |                          |

**DATA AND ANALYSIS**

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO LOCATION CRITERIA (Criterion #1)**

|   |   |  |
|---|---|--|
| 1.1. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site is publically owned.   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| If Yes, who is the owner? <span style="float: right;">City of Los Angeles Water and Powers</span>   |   |  |
| 1.2. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site already contains existing antenna support structures (lattice towers, monopoles or roof-mounts) and:   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| The site contains one or both of the following components:  |   |  |
| i) Antennas   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| ii) Equipment Enclosures  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| 1.3. Based on review of Los Angeles County’s Assessor records and GIS data, the project site is a police, sheriff, or fire station or other public facility that transmits or receives public safety radio signals. | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO BIOLOGICAL CRITERIA (Criterion #2)**

|   |                              |  |
|---|------------------------------|--|
| 2.1. Based on field survey information, GIS data and/or aerial photographs are wetlands, as defined by PRC 21080.25(a) (7) present within the project site?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/19/2014. This site is part of a fenced mountain top facility surrounded by steep slopes. The water ladder consists of a steep chute with water cascading down concrete stairs. No wetlands are present. No project-related impacts would occur to wetlands.                   |                              |  |
| 2.2. Based on field survey information, GIS data and/or aerial photographs are riparian areas, as defined by PRC 21080.25(a) (6) present within the project site.   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/19/2014. This site is part of a fenced mountain top facility surrounded by steep slopes. The water ladder consists of a steep chute with water cascading down concrete stairs. No riparian habitats are present. No project-related impacts would occur to riparian habitats. |                              |  |



|   |   |   |  |
|---|---|---|--|
| 2.3   | <p>Based on available field survey information, GIS data and/or aerial photographs, is habitat of significant value, as defined by PRC 21080.25(a) (2), present within the project site. Specifically:</p> <p>(A) Wildlife habitat of national, statewide, or regional importance?</p> <p>(B) Habitat identified as candidate, fully protected, sensitive, or species of special status by a state or federal agency?</p> <p>(C) Habitat essential to the movement of resident or migratory wildlife?</p> | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
|   |   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
|   |   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| <p>Rationale: Field verified 8/19/14. The site is part of a large open space habitat block and regional wildlife linkage. The proposed developments would be entirely located within the existing site, and would not expand the existing development footprint. The proposed project would be consistent with current site usage and will not alter the nature of site impacts. No project-related impacts would occur to these species or habitats.</p> |   |   |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 2.4  | <p>Based on available field survey information, GIS data and/or aerial photographs, does the project have the potential to harm:</p> <p>(A) Species or habitat protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.)?</p> <p>(B) Species protected by the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code)?</p> <p>(C) Species or habitat protected by the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code)?</p> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  |   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  |   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 8/19/14. Coastal sage scrub intermixed with chaparral occurs on steep slopes, and oak woodlands are found on north-facing slopes. It is unlikely that the site provides habitat for the threatened California gnatcatcher due to limited habitat areas, steep slopes, and that the site, at 1,800 feet elevation, is near the general elevation limits of the bird (2,000 feet). In addition, the steep slopes assure no project work would impact areas of coastal sage scrub. California orcutt grass (<i>Orcuttia californica</i>), a state and federal endangered species, is known from vernal pools in the general project vicinity. No vernal pools occur near the project area. No project-related impacts would occur to special status species.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HISTORICAL CRITERIA (Criterion #3)**

|   |   |                              |  |
|---|---|------------------------------|--|
| 3.1   | <p>Would facilities at the project site be located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993.</p> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Based on archival research, the proposed facilities at the LDWP243 project location will not be located on sacred lands or other cultural sites (CHRIS data 2014; Letter from the Native American Heritage Commission 15 September 2014). Sites of this nature have not been identified at any location within a one-half mile radius of the project footprint.</p> |   |                              |  |

|   |   |                              |  |
|---|---|------------------------------|--|
| 3.2   | Based on available field survey info, records search, and/or aerial photos would project construction and implementation at the project site have a substantial adverse impact on historic resources pursuant to PRC Section 21084.1? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The direct area of potential effects (APE) for cultural resources assessments encompasses the construction footprint, which includes all ground disturbing areas and any historical buildings or structures that might be affected directly by LMR activities (see attached figure). For the indirect APE, a one-half mile radius surrounding the direct APE is used to assess any potential indirect (visual) effects on historical resources within the viewshed. Based on archival research, there are no historical resources within the project footprint (direct APE) (CHRIS data 2014). The LDWP243 project location is atop a prominent ridgeline and the project footprint is on a paved and graveled surface and entirely enclosed by chain link fencing. Within the paved area there are an existing concrete water tank, an equipment building, and other infrastructure features. Indoor LMR elements would be located in a new equipment shelter, and the proposed generator would be located on a concrete pad behind a new retaining wall. Whip and microwave antennas would be mounted on a proposed 70-foot monopole. All of the construction would take place within the paved, fenced area and would be in character with the existing industrial landscape. The one-half mile indirect (visual) APE is predominantly undeveloped mountainous terrain, with a subdivision of modern (2007-2010) condominiums and commercial areas within the southeast quadrant. The indirect APE is also bisected across the southwest quadrant by the Golden State Freeway, which disrupts the viewshed in that area. Five recorded linear resources cross the indirect APE, all of which are remnants of historic roads and water conveyances and three of which are designated historical resources. The closest recorded resource to the project footprint is Resource No. P-19-02105H, which is a portion of the historic Los Angeles Aqueduct (1907-1913). The alignment of this feature runs adjacent to the west edge of LDWP243. Because the project location is on a ridge above much of the surrounding terrain, it will be visible at various locations across the indirect APE, including from the small cluster of residences in the southeast quadrant of the APE. The monopole will be collocated with the existing concrete water tank at this project location (also visible from within the indirect APE, and none of the residences are historic. As a result, the constructions of LMR elements at LDWP243 would not have a substantial adverse impact on historical resources.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO EXPOSURE STANDARDS (Criterion #4)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 4.1   | Would operation of the project at the site exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The Contractor is contractually required to perform an RF emission safety study prior to construction that will model the RF emission level from all equipment on site, and demonstrate that it complies with the FCC guidelines and regulations on MPE for the General Public/Uncontrolled and for the Occupational/ Controlled groups per OET Bulletin 65. The contractor is also required to verify, prior to operation, that the LMR System facilities at the site do not exceed FCC and OSHA Maximum Permissible Exposure (MPE) limits for the power density and magnetic and electric field strength from radiofrequency (RF) transmitters, including but not limited to MPE standards set forth in Sections 1.307 and 1.1310 of Title 47 of the Code of Federal Regulations. After installation of the LMR facilities, the contractor must conduct field measurements to confirm RF emission levels are in compliance and must identify, resolve, and correct any non-compliance (including the posting of appropriate signage) until compliance can be demonstrated. Therefore, operation of the project at the site would not exceed MPE standards established by the FCC.</p> |  |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HEIGHT REQUIREMENTS (Criterion #5)**

|  |   |   |  |
|--|---|---|--|
| 5.1  | Will the project construct new antenna support structures on the site?  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
|  | If new antenna structure is a monopole would it exceed 70 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
|  | If new antenna structure is a lattice would it exceed 180 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
| <p>Rationale: Proposed whip and microwave antennas to be mounted on proposed new 70-foot monopole.</p> |   |   |  |

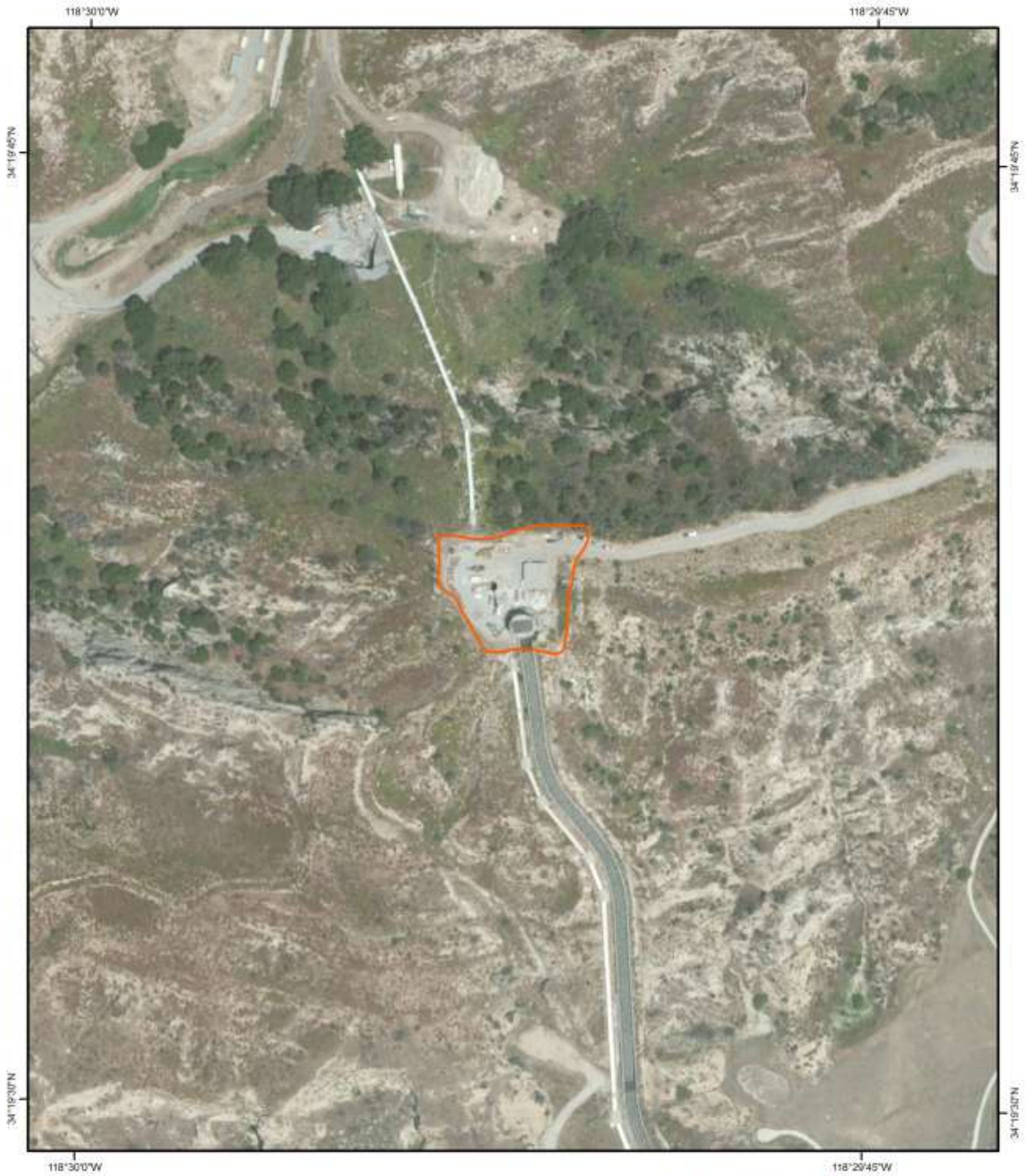
|  |   |   |   |
|--|---|---|---|
| 5.2  | <p>Is the project site located within an airport influence area, airport zone or equivalent planning boundary that is regulated by a comprehensive land use plan that has been adopted by an airport land use commission?</p> <p>If yes, does the new antenna support structure comply with all mandated height restrictions within the applicable comprehensive land use plan?</p> | <input type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No<br><br><input type="checkbox"/> No |
| <p>Rationale: The site is not located within an airport influence area, airport zone or equivalent planning boundary. Therefore, height restrictions are not applicable.</p> |   |   |   |

|   |  |   |                             |
|---|--|---|-----------------------------|
| 5.3   | <p>Does the new antenna support structure comply with all other State and federal height restrictions?</p> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <p>Rationale: No applicable State or Federal height restrictions were identified.</p> |  |   |                             |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO SYSTEM SPECIFICATION (Criterion #6)**

|   |   |  |  |
|---|---|--|--|
| 6.1   | <p>Does the project require a new central system switch?</p> <p>Will the new central system switch be located within an existing enclosed structure at a publicly-owned site?</p> <p>Will the new central system switch be housed at an existing private communications facility?</p> | <input checked="" type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes | <input type="checkbox"/> No<br><br><input type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No |
| <p>Rationale: The LMR system has two central system switches. These switches are located at existing enclosed structures at publically owned sites.</p> |   |  |  |

### Project Site Map



LMR Site Direct APE



Site ID:  
LDWP243

**PUBLIC RESOURCES CODE § 21080.25  
CEQA EXEMPTION WORKSHEET**

**Los Angeles Regional Interoperable Communications System (LA-RICS) Authority's  
Land Mobile Radio (LMR) System**

|                      |   |                        |                     |
|----------------------|---|------------------------|---------------------|
| <b>Completed By:</b> | Jason Walsh, Paige Peyton, Bruce Palmer, Beth Defend, Chris Odenthal, Andy Priest | <b>Site Id:</b>        | MLE<br>Mount Lee    |
| <b>Reviewed By:</b>  | Carl Rykaczewski  | <b>Property Owner:</b> | City of Los Angeles |
| <b>Date:</b>         | 10/20/2014  | <b>Map Attached:</b>   | Yes                 |

Pursuant to Public Resources Code § 21080.25, until January 1, 2017, CEQA does not apply to the design, site acquisition, construction, operation, or maintenance of certain structures and equipment of the Los Angeles Regional Interoperable Communication System (LA-RICS) if certain criteria are met at the individual project site. The following CEQA Exemption worksheet identifies the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and whether the criteria are met at the individual project site being evaluated in the worksheet, as well as the explanation that supports this conclusion. The data that supports these conclusions is available on request from the LA-RICS Authority (the Lead Agency).

**Project Description:**

Site MLE (see Attached Site Map) - Proposed indoor equipment to be located inside (2) proposed (12'-0"x24'-0") equipment shelters. Proposed whip and microwave antennas mounted on proposed 180-foot lattice tower. Proposed backup generator with belly fuel tank mounted on (9'-6"x13'-6") concrete pad.

**Findings and Conclusions represent the best professional judgment of investigators who performed field surveys and reviewed available data. The Lead Agency will determine if the site is CEQA Exempt or Non-Exempt.**

**FINDINGS AND CONCLUSIONS**

| PRC § 21080.25 Criteria   | Yes                                 | No                       |
|---|-------------------------------------|--------------------------|
| 1. The project site is publicly owned and already contains one or both of the following: (a) an antenna support structure and (i) antennas, and/or (ii) equipment enclosures; (b) a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Construction and implementation at the project site would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Construction and implementation of the project at the site would not have a substantial adverse impact on historical resources pursuant to Public Resources Code section 21084.1, and is not located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Operation of the project at the site would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

|   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 5. Any new system antenna support structures would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rationale: Based on the information provided below, the proposed site meets the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and would qualify for the LA-RICS Statutory CEQA exemption.                         |                                     |                          |

**DATA AND ANALYSIS**

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO LOCATION CRITERIA (Criterion #1)**

|   |   |                             |
|---|---|-----------------------------|
| 1.1. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site is publically owned.   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| If Yes, who is the owner? <span style="float: right;">City of Los Angeles</span>  |   |                             |
| 1.2. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site already contains existing antenna support structures (lattice towers, monopoles or roof-mounts) and:   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| The site contains one or both of the following components:  |   |                             |
| i) Antennas   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| ii) Equipment Enclosures  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 1.3. Based on review of Los Angeles County’s Assessor records and GIS data, the project site is a police, sheriff, or fire station or other public facility that transmits or receives public safety radio signals. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO BIOLOGICAL CRITERIA (Criterion #2)**

|   |                              |  |
|---|------------------------------|--|
| 2.1. Based on field survey information, GIS data and/or aerial photographs are wetlands, as defined by PRC 21080.25(a) (7) present within the project site?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/18/2014. The site is part of a large array of communication facilities with extensive paved surfaces above steep slopes with chaparral vegetation; no wetlands are present. No project-related impacts would occur to wetlands.                   |                              |  |
| 2.2. Based on field survey information, GIS data and/or aerial photographs are riparian areas, as defined by PRC 21080.25(a) (6) present within the project site.   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/18/2014. The site is part of a large array of communication facilities with extensive paved surfaces above steep slopes with chaparral vegetation; no riparian habitats are present. No project-related impacts would occur to riparian habitats. |                              |  |

|     |   |                              |  |
|-----|---|------------------------------|--|
| 2.3 | Based on available field survey information, GIS data and/or aerial photographs, is habitat of significant value, as defined by PRC 21080.25(a) (2), present within the project site. Specifically: |                              |  |
|     | (A) Wildlife habitat of national, statewide, or regional importance?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|     | (B) Habitat identified as candidate, fully protected, sensitive, or species of special status by a state or federal agency?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|     | (C) Habitat essential to the movement of resident or migratory wildlife?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

Rationale: Field verified 8/18/14. The site is within a large complex of communication facilities at the "Hollywood Sign", with paved surfaces, fenced facilities, and 24-hour security. No sensitive special species are expected to occur in the adjacent chaparral habitats. The site is part of a large open space habitat block. The proposed developments would be consistent with current site usage and will not alter the nature of site impacts. No project-related impacts would occur to these species or habitats.

|     |   |                              |  |
|-----|---|------------------------------|--|
| 2.4 | Based on available field survey information, GIS data and/or aerial photographs, does the project have the potential to harm:                                   |                              |  |
|     | (A) Species or habitat protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.)?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|     | (B) Species protected by the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code)?                                 | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|     | (C) Species or habitat protected by the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code)? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

Rationale: Field verified 8/18/14. No special status species are expected to occur within the chaparral habitats present on steep slopes adjacent to the facility. No project-related impacts would occur to special status species.

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HISTORICAL CRITERIA (Criterion #3)**

|     |  |                              |  |
|-----|--|------------------------------|--|
| 3.1 | Would facilities at the project site be located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|-----|--|------------------------------|--|

Rationale: Based on archival research, the proposed facilities at the MLE project location will not be located on sacred lands or other cultural sites (CHRIS data 2014; Letter from the Native American Heritage Commission 15 September 2014). Sites of this nature have not been identified at any location within a one-half mile radius of the project footprint.

|  |   |                              |  |
|--|---|------------------------------|--|
| 3.2  | Based on available field survey info, records search, and/or aerial photos would project construction and implementation at the project site have a substantial adverse impact on historic resources pursuant to PRC Section 21084.1? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The direct area of potential effects (APE) for cultural resources assessments encompasses the construction footprint, which includes all ground disturbing areas and any historical buildings or structures that might be affected directly by LMR activities (see attached figure). For the indirect APE, a one-half mile radius surrounding the direct APE is used to assess any potential indirect (visual) effects on historical resources within the viewshed. Based on archival research, there are no historical resources within the project footprint (direct APE) (CHRIS data 2014). The project footprint is completely paved and there are existing towers and monopoles with numerous microwave dishes associated with the site. Indoor LMR elements would be located in two proposed equipment shelters, and the proposed generator and proposed tower would be located within the previously developed area. Within the one-half mile indirect (visual) APE there is a cluster of single-family homes along the southern perimeter. None of these are recorded historical resources and all are beyond line-of-sight of the proposed LMR construction due to tall trees and the intervening mountainous terrain. The remainder of the indirect APE is mountainous open space and park land. There are, however, two Los Angeles Historic-Cultural Monuments (HCM #942 Griffith Park [OHP Resource No. P-19-175297] and HCM #111, the Hollywood Sign). Although both of these locally-designated resources are within the viewshed of the proposed tower, they are also within the viewshed of the existing communications complex; therefore, the addition of the new LMR tower would be in character with the existing industrial/ communications environment and would not have a substantial adverse impact on historical resources.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO EXPOSURE STANDARDS (Criterion #4)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 4.1   | Would operation of the project at the site exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The Contractor is contractually required to perform an RF emission safety study prior to construction that will model the RF emission level from all equipment on site, and demonstrate that it complies with the FCC guidelines and regulations on MPE for the General Public/Uncontrolled and for the Occupational/ Controlled groups per OET Bulletin 65. The contractor is also required to verify, prior to operation, that the LMR System facilities at the site do not exceed FCC and OSHA Maximum Permissible Exposure (MPE) limits for the power density and magnetic and electric field strength from radiofrequency (RF) transmitters, including but not limited to MPE standards set forth in Sections 1.307 and 1.1310 of Title 47 of the Code of Federal Regulations. After installation of the LMR facilities, the contractor must conduct field measurements to confirm RF emission levels are in compliance and must identify, resolve, and correct any non-compliance (including the posting of appropriate signage) until compliance can be demonstrated. Therefore, operation of the project at the site would not exceed MPE standards established by the FCC.</p> |  |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HEIGHT REQUIREMENTS (Criterion #5)**

|  |   |   |  |
|--|---|---|--|
| 5.1  | Will the project construct new antenna support structures on the site?  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
|  | If new antenna structure is a monopole would it exceed 70 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
|  | If new antenna structure is a lattice would it exceed 180 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| <p>Rationale: Proposed whip and microwave antennas to be mounted on proposed new 180-foot lattice tower.</p> |   |   |  |



|  |   |   |   |
|--|---|---|---|
| 5.2  | <p>Is the project site located within an airport influence area, airport zone or equivalent planning boundary that is regulated by a comprehensive land use plan that has been adopted by an airport land use commission?</p> <p>If yes, does the new antenna support structure comply with all mandated height restrictions within the applicable comprehensive land use plan?</p> | <input type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No<br><br><input type="checkbox"/> No |
| <p>Rationale: The site is not located within an airport influence area, airport zone or equivalent planning boundary. Therefore, height restrictions are not applicable.</p> |   |   |   |

|   |  |   |                             |
|---|--|---|-----------------------------|
| 5.3   | <p>Does the new antenna support structure comply with all other State and federal height restrictions?</p> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <p>Rationale: No applicable State or Federal height restrictions were identified.</p> |  |   |                             |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO SYSTEM SPECIFICATION (Criterion #6)**

|   |   |  |  |
|---|---|--|--|
| 6.1   | <p>Does the project require a new central system switch?</p> <p>Will the new central system switch be located within an existing enclosed structure at a publicly-owned site?</p> <p>Will the new central system switch be housed at an existing private communications facility?</p> | <input checked="" type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes | <input type="checkbox"/> No<br><br><input type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No |
| <p>Rationale: The LMR system has two central system switches. These switches are located at existing enclosed structures at publically owned sites.</p> |   |  |  |

### Project Site Map



LMR Site Direct APE



Site ID:  
MLE

**PUBLIC RESOURCES CODE § 21080.25  
CEQA EXEMPTION WORKSHEET**

**Los Angeles Regional Interoperable Communications System (LA-RICS) Authority's  
Land Mobile Radio (LMR) System**

|                      |   |                        |                           |
|----------------------|---|------------------------|---------------------------|
| <b>Completed By:</b> | Jason Walsh, Paige Peyton, Bruce Palmer, Beth Defend, Chris Odenthal, Andy Priest | <b>Site Id:</b>        | MLM<br>Mira Loma Facility |
| <b>Reviewed By:</b>  | Carl Rykaczewski  | <b>Property Owner:</b> | County of Los Angeles     |
| <b>Date:</b>         | 10/20/2014  | <b>Map Attached:</b>   | Yes                       |

Pursuant to Public Resources Code § 21080.25, until January 1, 2017, CEQA does not apply to the design, site acquisition, construction, operation, or maintenance of certain structures and equipment of the Los Angeles Regional Interoperable Communication System (LA-RICS) if certain criteria are met at the individual project site. The following CEQA Exemption worksheet identifies the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and whether the criteria are met at the individual project site being evaluated in the worksheet, as well as the explanation that supports this conclusion. The data that supports these conclusions is available on request from the LA-RICS Authority (the Lead Agency).

**Project Description:**

Site MLM (see Attached Site Map) - Proposed indoor equipment to be located inside proposed (12'-0"x24'-0") equipment shelter. Proposed whip and microwave antennas mounted on proposed 180-foot lattice tower. Proposed backup generator with belly fuel tank mounted on (6'-6"x11'-0") concrete pad located in proposed chain link fenced enclosure.

**Findings and Conclusions represent the best professional judgment of investigators who performed field surveys and reviewed available data. The Lead Agency will determine if the site is CEQA Exempt or Non-Exempt.**

**FINDINGS AND CONCLUSIONS**

| PRC § 21080.25 Criteria   | Yes                                 | No                       |
|---|-------------------------------------|--------------------------|
| 1. The project site is publicly owned and already contains one or both of the following: (a) an antenna support structure and (i) antennas, and/or (ii) equipment enclosures; (b) a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Construction and implementation at the project site would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Construction and implementation of the project at the site would not have a substantial adverse impact on historical resources pursuant to Public Resources Code section 21084.1, and is not located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Operation of the project at the site would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

|   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 5. Any new system antenna support structures would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rationale: Based on the information provided below, the proposed site meets the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and would qualify for the LA-RICS Statutory CEQA exemption.                         |                                     |                          |

**DATA AND ANALYSIS**

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO LOCATION CRITERIA (Criterion #1)**

|   |   |                             |
|---|---|-----------------------------|
| 1.1. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site is publically owned.   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| If Yes, who is the owner? <span style="float: right;">County of Los Angeles</span>  |   |                             |
| 1.2. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site already contains existing antenna support structures (lattice towers, monopoles or roof-mounts) and:   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| The site contains one or both of the following components:  |   |                             |
| i) Antennas   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| ii) Equipment Enclosures  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 1.3. Based on review of Los Angeles County’s Assessor records and GIS data, the project site is a police, sheriff, or fire station or other public facility that transmits or receives public safety radio signals. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO BIOLOGICAL CRITERIA (Criterion #2)**

|   |                              |  |
|---|------------------------------|--|
| 2.1. Based on field survey information, GIS data and/or aerial photographs are wetlands, as defined by PRC 21080.25(a) (7) present within the project site?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 9/9/2014. The site is urbanized, with abandoned agriculture and some degraded saltbush scrub habitat on the opposite side of a paved roadways; no wetlands are present. No project-related impacts would occur to wetlands.                   |                              |  |
| 2.2. Based on field survey information, GIS data and/or aerial photographs are riparian areas, as defined by PRC 21080.25(a) (6) present within the project site.   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 9/9/2014. The site is urbanized, with abandoned agriculture and some degraded saltbush scrub habitat on the opposite side of a paved roadways; no riparian habitats are present. No project-related impacts would occur to riparian habitats. |                              |  |

|     |   |                              |  |
|-----|---|------------------------------|--|
| 2.3 | Based on available field survey information, GIS data and/or aerial photographs, is habitat of significant value, as defined by PRC 21080.25(a) (2), present within the project site. Specifically: |                              |  |
|     | (A) Wildlife habitat of national, statewide, or regional importance?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|     | (B) Habitat identified as candidate, fully protected, sensitive, or species of special status by a state or federal agency?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|     | (C) Habitat essential to the movement of resident or migratory wildlife?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

Rationale: Field verified 9/9/2014. The site is urbanized and consists of a large institutional facility with lawns and tree landscaping. The alkali mariposa lily (*Calochortus striatus*), a 1B.2 ranked species (considered rare by the California Native Plant Society though no formal agency status designation), may occur in the saltbush scrub habitat across the road; however, no project activities would impact the saltbush scrub habitat. No project-related impacts would occur to these species or habitats.

|     |   |                              |  |
|-----|---|------------------------------|--|
| 2.4 | Based on available field survey information, GIS data and/or aerial photographs, does the project have the potential to harm:                                   |                              |  |
|     | (A) Species or habitat protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.)?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|     | (B) Species protected by the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code)?                                 | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|     | (C) Species or habitat protected by the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code)? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

Rationale: Field verified 9/9/2014. The site vicinity is urbanized. No project-related impacts would occur to special status species.

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HISTORICAL CRITERIA (Criterion #3)**

|     |  |                              |  |
|-----|--|------------------------------|--|
| 3.1 | Would facilities at the project site be located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|-----|--|------------------------------|--|

Rationale: Based on archival research, the proposed facilities at the MLM project location will not be located on sacred lands or other cultural sites (CHRIS data 2014; Letter from the Native American Heritage Commission 15 September 2014). Sites of this nature have not been identified at any location within a one-half mile radius of the project footprint.

|   |   |                              |  |
|---|---|------------------------------|--|
| 3.2   | Based on available field survey info, records search, and/or aerial photos would project construction and implementation at the project site have a substantial adverse impact on historic resources pursuant to PRC Section 21084.1? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The direct area of potential effects (APE) for cultural resources assessments encompasses the construction footprint, which includes all ground disturbing areas and any historical buildings or structures that might be affected directly by LMR activities (see attached figure). For the indirect APE, a one-half mile radius surrounding the direct APE is used to assess any potential indirect (visual) effects on historical resources within the viewshed. Based on archival research, there are no historical resources within the project footprint (direct APE) (CHRIS data 2014). The project footprint is located on bare, undeveloped land in the southwest corner of the Mira Loma Detention Center, which has been heavily disturbed from construction of the facility and subsequent operational use. Indoor LMR elements would be located in a proposed equipment shelter, and the proposed generator and tower would be located within the previously disturbed area and secured within chain-link fencing. Within the one-half mile indirect (visual) APE, there are three historical resources - a residence built in 1950 (Resource No. 134435) and two wood-frame, historic aircraft hangers (Resource P-19-187634) associated with World War II-era War Eagle Field (1941-1964). The viewscape within the direct and indirect APE encompasses government and industrial buildings, elevated water tanks, pump stations, and other infrastructure features ranging in date of construction from 1941 to 1986. The building closest to the project site is the Administration Building, which was built in the 1980s; it is situated approximately 275 feet to the northeast. The three historical resources are approximately .33 mile from the proposed location and the intervening distance and mature trees largely obstruct the line-of-sight. As a result, installation of LMR elements at MLM would not have a substantial adverse impact on historical resources.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO EXPOSURE STANDARDS (Criterion #4)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 4.1   | Would operation of the project at the site exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The Contractor is contractually required to perform an RF emission safety study prior to construction that will model the RF emission level from all equipment on site, and demonstrate that it complies with the FCC guidelines and regulations on MPE for the General Public/Uncontrolled and for the Occupational/ Controlled groups per OET Bulletin 65. The contractor is also required to verify, prior to operation, that the LMR System facilities at the site do not exceed FCC and OSHA Maximum Permissible Exposure (MPE) limits for the power density and magnetic and electric field strength from radiofrequency (RF) transmitters, including but not limited to MPE standards set forth in Sections 1.307 and 1.1310 of Title 47 of the Code of Federal Regulations. After installation of the LMR facilities, the contractor must conduct field measurements to confirm RF emission levels are in compliance and must identify, resolve, and correct any non-compliance (including the posting of appropriate signage) until compliance can be demonstrated. Therefore, operation of the project at the site would not exceed MPE standards established by the FCC.</p> |  |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HEIGHT REQUIREMENTS (Criterion #5)**

|  |   |   |  |
|--|---|---|--|
| 5.1  | Will the project construct new antenna support structures on the site?  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
|  | If new antenna structure is a monopole would it exceed 70 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
|  | If new antenna structure is a lattice would it exceed 180 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| <p>Rationale: Proposed whip and microwave antennas to be mounted on proposed new 180-foot lattice tower.</p> |   |   |  |

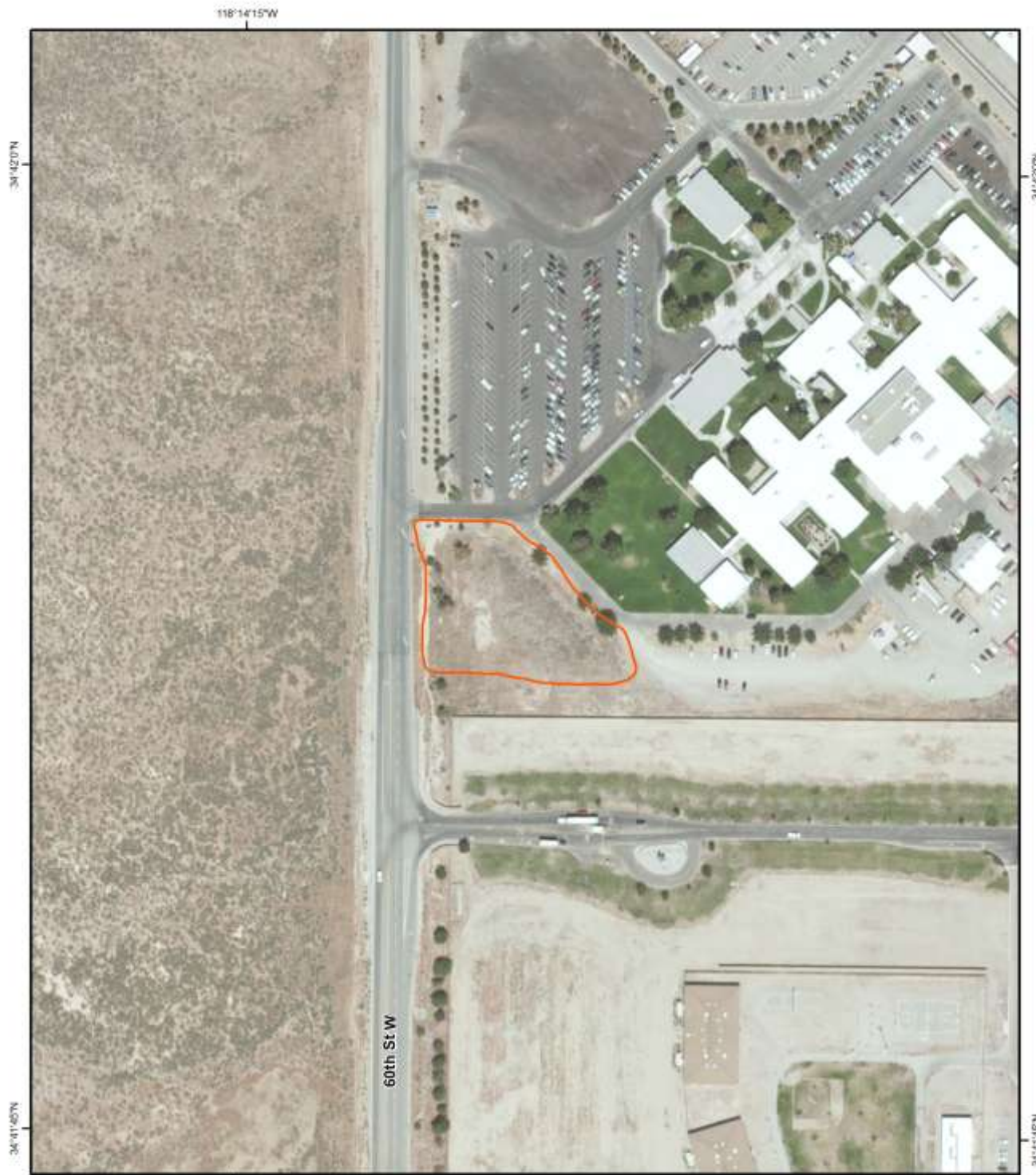
|  |   |   |   |
|--|---|---|---|
| 5.2  | <p>Is the project site located within an airport influence area, airport zone or equivalent planning boundary that is regulated by a comprehensive land use plan that has been adopted by an airport land use commission?</p> <p>If yes, does the new antenna support structure comply with all mandated height restrictions within the applicable comprehensive land use plan?</p> | <input type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No<br><br><input type="checkbox"/> No |
| <p>Rationale: The site is not located within an airport influence area, airport zone or equivalent planning boundary. Therefore, height restrictions are not applicable.</p> |   |   |   |

|   |  |   |                             |
|---|--|---|-----------------------------|
| 5.3   | <p>Does the new antenna support structure comply with all other State and federal height restrictions?</p> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <p>Rationale: No applicable State or Federal height restrictions were identified.</p> |  |   |                             |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO SYSTEM SPECIFICATION (Criterion #6)**

|   |   |  |  |
|---|---|--|--|
| 6.1   | <p>Does the project require a new central system switch?</p> <p>Will the new central system switch be located within an existing enclosed structure at a publicly-owned site?</p> <p>Will the new central system switch be housed at an existing private communications facility?</p> | <input checked="" type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes | <input type="checkbox"/> No<br><br><input type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No |
| <p>Rationale: The LMR system has two central system switches. These switches are located at existing enclosed structures at publically owned sites.</p> |   |  |  |

### Project Site Map



LMR Site Direct APE



Site ID:  
MLM



**PUBLIC RESOURCES CODE § 21080.25  
CEQA EXEMPTION WORKSHEET**

**Los Angeles Regional Interoperable Communications System (LA-RICS) Authority's  
Land Mobile Radio (LMR) System**

|                      |   |                        |                                  |
|----------------------|---|------------------------|----------------------------------|
| <b>Completed By:</b> | Jason Walsh, Paige Peyton, Bruce Palmer, Beth Defend, Chris Odenthal, Andy Priest | <b>Site Id:</b>        | MVS<br>Monte Vista (Star Center) |
| <b>Reviewed By:</b>  | Carl Rykaczewski  | <b>Property Owner:</b> | County of Los Angeles            |
| <b>Date:</b>         | 10/20/2014  | <b>Map Attached:</b>   | Yes                              |

Pursuant to Public Resources Code § 21080.25, until January 1, 2017, CEQA does not apply to the design, site acquisition, construction, operation, or maintenance of certain structures and equipment of the Los Angeles Regional Interoperable Communication System (LA-RICS) if certain criteria are met at the individual project site. The following CEQA Exemption worksheet identifies the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and whether the criteria are met at the individual project site being evaluated in the worksheet, as well as the explanation that supports this conclusion. The data that supports these conclusions is available on request from the LA-RICS Authority (the Lead Agency).

**Project Description:**

Site MVS (see Attached Site Map) – Proposed indoor equipment racks to be located in proposed (12'-0"x24'-0") equipment shelter and backup generator with belly tank mounted on (8'-6"x11'-0") concrete slab to be located in landscape area near existing buildings. Proposed whip and microwave antennas to be mounted to existing lattice tower.

**Findings and Conclusions represent the best professional judgment of investigators who performed field surveys and reviewed available data. The Lead Agency will determine if the site is CEQA Exempt or Non-Exempt.**

**FINDINGS AND CONCLUSIONS**

| PRC § 21080.25 Criteria   | Yes                                 | No                       |
|---|-------------------------------------|--------------------------|
| 1. The project site is publicly owned and already contains one or both of the following: (a) an antenna support structure and (i) antennas, and/or (ii) equipment enclosures; (b) a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Construction and implementation at the project site would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Construction and implementation of the project at the site would not have a substantial adverse impact on historical resources pursuant to Public Resources Code section 21084.1, and is not located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Operation of the project at the site would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

|   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 5. Any new system antenna support structures would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rationale: Based on the information provided below, the proposed site meets the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and would qualify for the LA-RICS Statutory CEQA exemption.                         |                                     |                          |

**DATA AND ANALYSIS**

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO LOCATION CRITERIA (Criterion #1)**

|   |   |                             |
|---|---|-----------------------------|
| 1.1. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site is publically owned.   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| If Yes, who is the owner? <span style="float: right;">County of Los Angeles</span>  |   |                             |
| 1.2. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site already contains existing antenna support structures (lattice towers, monopoles or roof-mounts) and:   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| The site contains one or both of the following components:  |   |                             |
| i) Antennas   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| ii) Equipment Enclosures  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 1.3. Based on review of Los Angeles County’s Assessor records and GIS data, the project site is a police, sheriff, or fire station or other public facility that transmits or receives public safety radio signals. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO BIOLOGICAL CRITERIA (Criterion #2)**

|  |                              |  |
|--|------------------------------|--|
| 2.1. Based on field survey information, GIS data and/or aerial photographs are wetlands, as defined by PRC 21080.25(a) (7) present within the project site?              | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/7/2014. The site vicinity is fully urbanized; no wetlands are present. No project-related impacts would occur to wetlands.                   |                              |  |
| 2.2. Based on field survey information, GIS data and/or aerial photographs are riparian areas, as defined by PRC 21080.25(a) (6) present within the project site.        | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/7/2014. The site vicinity is fully urbanized; no riparian habitats are present. No project-related impacts would occur to riparian habitats. |                              |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 2.3  | Based on available field survey information, GIS data and/or aerial photographs, is habitat of significant value, as defined by PRC 21080.25(a) (2), present within the project site. Specifically: |                              |  |
|  | (A) Wildlife habitat of national, statewide, or regional importance?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (B) Habitat identified as candidate, fully protected, sensitive, or species of special status by a state or federal agency?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (C) Habitat essential to the movement of resident or migratory wildlife?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/7/2014. The site vicinity is fully urbanized. No project-related impacts would occur to these species or habitats. |   |                              |  |

|   |   |                              |  |
|---|---|------------------------------|--|
| 2.4   | Based on available field survey information, GIS data and/or aerial photographs, does the project have the potential to harm:                                   |                              |  |
|   | (A) Species or habitat protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.)?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (B) Species protected by the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code)?                                 | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (C) Species or habitat protected by the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code)? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/7/2014. The site vicinity is fully urbanized. No project-related impacts would occur to special status species. |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HISTORICAL CRITERIA (Criterion #3)**

|  |  |                              |  |
|--|--|------------------------------|--|
| 3.1  | Would facilities at the project site be located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Based on archival research, the proposed facilities at the MVS project location will not be located on sacred lands or other cultural sites (CHRIS data 2014; Letter from the Native American Heritage Commission 15 September 2014). Sites of this nature have not been identified at any location within a one-half mile radius of the project footprint. |  |                              |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 3.2  | Based on available field survey info, records search, and/or aerial photos would project construction and implementation at the project site have a substantial adverse impact on historic resources pursuant to PRC Section 21084.1? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The direct area of potential effects (APE) for cultural resources assessments encompasses the construction footprint, which includes all ground disturbing areas and any historical buildings or structures that might be affected directly by LMR activities (see attached figure). For the indirect APE, a one-half mile radius surrounding the direct APE is used to assess any potential indirect (visual) effects on historical resources within the viewshed. Based on archival research, there are no historical resources within the project footprint (direct APE) (CHRIS data 2014). The LMR construction area is situated in dense urban area and within an existing paved parking lot with a portion of the footprint extending into a landscaped area containing mature trees and shrubs. The footprint also contains a lattice tower and an adjacent brick equipment building. Indoor LMR elements would be located in a new equipment shelter, and the proposed generator would be located in the landscaped area near the existing building. Whip and microwave antennas will be affixed to the existing tower. All of the new LMR elements would be in character with the existing industrial/communications environment. The project site was last purchased in 1984, and the current facilities are modern in age. Within the one-half mile indirect (visual) APE there are two recorded buildings on the same lot (Resource No. 151994, a multifamily dwelling built in 1956 and Resource No. P-19-187880, a single family residence built in 1948 ). The dwellings are not historical resources and the existing tower at MVS is not visible from that location. The remainder of the indirect APE is high density residential, municipal, and commercial with no recorded historical resources. As a result, LMR construction and the addition of antennas to an existing tower would not have a substantial adverse impact on historical resources.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO EXPOSURE STANDARDS (Criterion #4)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 4.1   | Would operation of the project at the site exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The Contractor is contractually required to perform an RF emission safety study prior to construction that will model the RF emission level from all equipment on site, and demonstrate that it complies with the FCC guidelines and regulations on MPE for the General Public/Uncontrolled and for the Occupational/ Controlled groups per OET Bulletin 65. The contractor is also required to verify, prior to operation, that the LMR System facilities at the site do not exceed FCC and OSHA Maximum Permissible Exposure (MPE) limits for the power density and magnetic and electric field strength from radiofrequency (RF) transmitters, including but not limited to MPE standards set forth in Sections 1.307 and 1.1310 of Title 47 of the Code of Federal Regulations. After installation of the LMR facilities, the contractor must conduct field measurements to confirm RF emission levels are in compliance and must identify, resolve, and correct any non-compliance (including the posting of appropriate signage) until compliance can be demonstrated. Therefore, operation of the project at the site would not exceed MPE standards established by the FCC.</p> |  |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HEIGHT REQUIREMENTS (Criterion #5)**

|   |   |                              |  |
|---|---|------------------------------|--|
| 5.1   | Will the project construct new antenna support structures on the site?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | If new antenna structure is a monopole would it exceed 70 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes | <input type="checkbox"/> No            |
|   | If new antenna structure is a lattice would it exceed 180 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes | <input type="checkbox"/> No            |
| <p>Rationale: Proposed whip and microwave antennas to be mounted to existing lattice tower.</p> |   |                              |  |

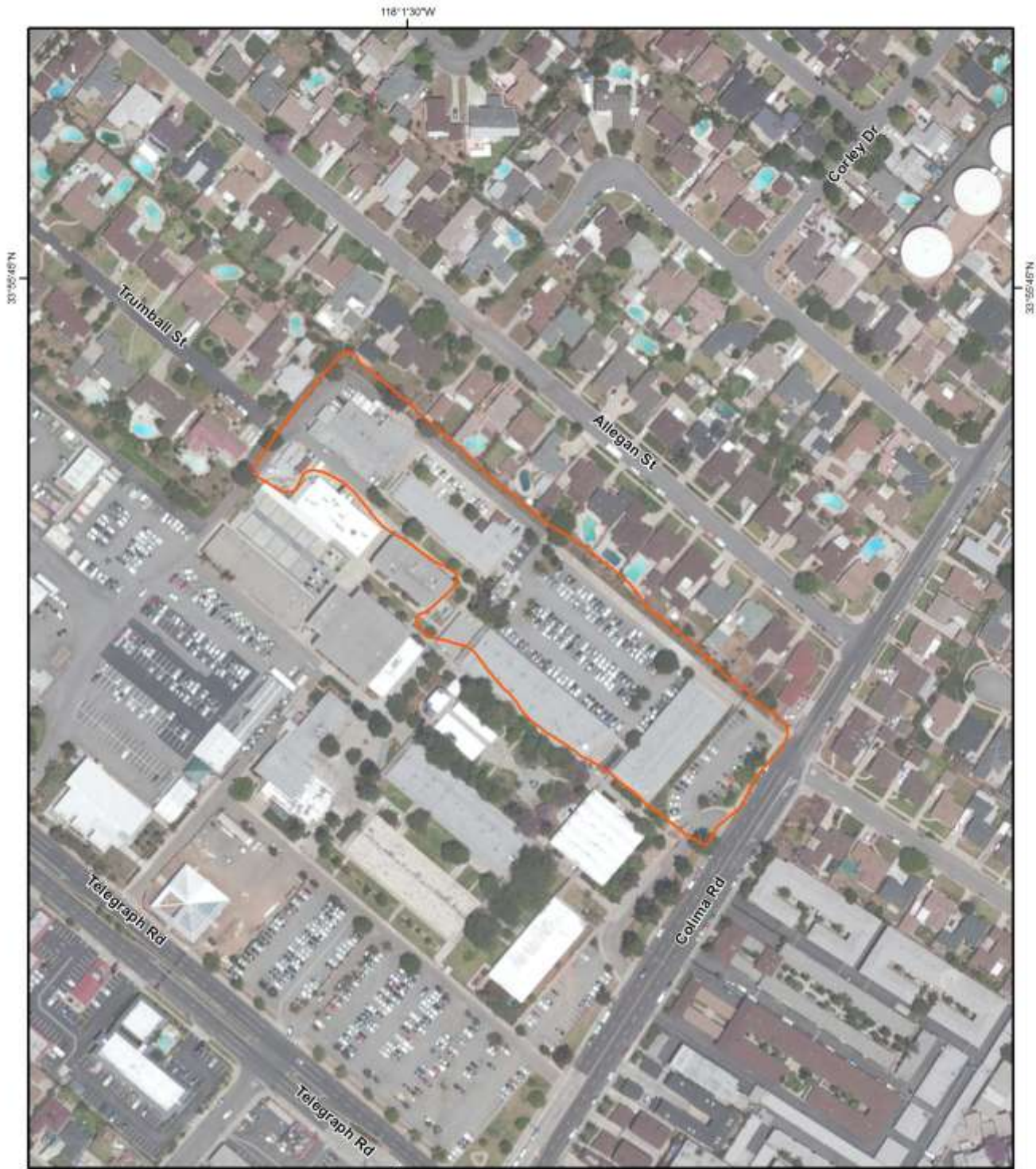
|  |   |   |   |
|--|---|---|---|
| 5.2  | <p>Is the project site located within an airport influence area, airport zone or equivalent planning boundary that is regulated by a comprehensive land use plan that has been adopted by an airport land use commission?</p> <p>If yes, does the new antenna support structure comply with all mandated height restrictions within the applicable comprehensive land use plan?</p> | <input type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No<br><br><input type="checkbox"/> No |
| <p>Rationale: The site is not located within an airport influence area, airport zone or equivalent planning boundary. Therefore, height restrictions are not applicable.</p> |   |   |   |

|   |  |                              |                             |
|---|--|------------------------------|-----------------------------|
| 5.3   | <p>Does the new antenna support structure comply with all other State and federal height restrictions?</p> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <p>Rationale: No applicable State or Federal height restrictions were identified.</p> |  |                              |                             |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO SYSTEM SPECIFICATION (Criterion #6)**

|   |   |  |  |
|---|---|--|--|
| 6.1   | <p>Does the project require a new central system switch?</p> <p>Will the new central system switch be located within an existing enclosed structure at a publicly-owned site?</p> <p>Will the new central system switch be housed at an existing private communications facility?</p> | <input checked="" type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes | <input type="checkbox"/> No<br><br><input type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No |
| <p>Rationale: The LMR system has two central system switches. These switches are located at existing enclosed structures at publically owned sites.</p> |   |  |  |

### Project Site Map



 LMR Site Direct APE

10/13/2014



Site ID:  
MVS

**PUBLIC RESOURCES CODE § 21080.25  
CEQA EXEMPTION WORKSHEET**

**Los Angeles Regional Interoperable Communications System (LA-RICS) Authority's  
Land Mobile Radio (LMR) System**

|                      |   |                        |                          |
|----------------------|---|------------------------|--------------------------|
| <b>Completed By:</b> | Jason Walsh, Paige Peyton, Bruce Palmer, Beth Defend, Chris Odenthal, Andy Priest | <b>Site Id:</b>        | ONK<br>Oat Mountain Nike |
| <b>Reviewed By:</b>  | Carl Rykaczewski  | <b>Property Owner:</b> | County of Los Angeles    |
| <b>Date:</b>         | 10/20/2014  | <b>Map Attached:</b>   | Yes                      |

Pursuant to Public Resources Code § 21080.25, until January 1, 2017, CEQA does not apply to the design, site acquisition, construction, operation, or maintenance of certain structures and equipment of the Los Angeles Regional Interoperable Communication System (LA-RICS) if certain criteria are met at the individual project site. The following CEQA Exemption worksheet identifies the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and whether the criteria are met at the individual project site being evaluated in the worksheet, as well as the explanation that supports this conclusion. The data that supports these conclusions is available on request from the LA-RICS Authority (the Lead Agency).

**Project Description:**

Site ONK (see Attached Site Map) – Proposed LMR indoor equipment racks to be located inside existing equipment shelter. Proposed omni and microwave antennas mounted to proposed 180-foot lattice tower approximately 30-foot from shelter. The proposed tower would include anti-perching devices to preclude condor use. Proposed generator mounted on (8’-6”x11’-0”x9”) concrete slab.

**Findings and Conclusions represent the best professional judgment of investigators who performed field surveys and reviewed available data. The Lead Agency will determine if the site is CEQA Exempt or Non-Exempt.**

**FINDINGS AND CONCLUSIONS**

| PRC § 21080.25 Criteria   | Yes                                 | No                       |
|---|-------------------------------------|--------------------------|
| 1. The project site is publicly owned and already contains one or both of the following: (a) an antenna support structure and (i) antennas, and/or (ii) equipment enclosures; (b) a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Construction and implementation at the project site would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Construction and implementation of the project at the site would not have a substantial adverse impact on historical resources pursuant to Public Resources Code section 21084.1, and is not located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Operation of the project at the site would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

|   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 5. Any new system antenna support structures would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rationale: Based on the information provided below, the proposed site meets the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and would qualify for the LA-RICS Statutory CEQA exemption.                         |                                     |                          |

**DATA AND ANALYSIS**

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO LOCATION CRITERIA (Criterion #1)**

|   |   |                             |
|---|---|-----------------------------|
| 1.1. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site is publically owned.   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| If Yes, who is the owner?   |   | County of Los Angeles       |
| 1.2. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site already contains existing antenna support structures (lattice towers, monopoles or roof-mounts) and:   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| The site contains one or both of the following components:  |   |                             |
| i) Antennas   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| ii) Equipment Enclosures  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 1.3. Based on review of Los Angeles County’s Assessor records and GIS data, the project site is a police, sheriff, or fire station or other public facility that transmits or receives public safety radio signals. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO BIOLOGICAL CRITERIA (Criterion #2)**

|  |                              |  |
|--|------------------------------|--|
| 2.1. Based on field survey information, GIS data and/or aerial photographs are wetlands, as defined by PRC 21080.25(a) (7) present within the project site?            | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/13/14. The site is a mountain top facility; no wetlands are present. No project related impacts would occur to wetlands.                   |                              |  |
| 2.2. Based on field survey information, GIS data and/or aerial photographs are riparian areas, as defined by PRC 21080.25(a) (6) present within the project site.      | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/13/14. The site is a mountain top facility; no riparian habitats are present. No project related impacts would occur to riparian habitats. |                              |  |



|  |   |   |  |
|--|---|---|--|
| 2.3  | Based on available field survey information, GIS data and/or aerial photographs, is habitat of significant value, as defined by PRC 21080.25(a) (2), present within the project site. Specifically: |   |  |
|  | (A) Wildlife habitat of national, statewide, or regional importance?  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
|  | (B) Habitat identified as candidate, fully protected, sensitive, or species of special status by a state or federal agency?   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
|  | (C) Habitat essential to the movement of resident or migratory wildlife?  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| <p>Rationale: Field verified 8/13/14. The project site has paved surfaces within a fenced enclosure, and several communication towers are present. The site part of a larger complex of communication facilities, and is within a scattered valley oak and California walnut woodland vegetation community. The trees around the project site are mature and can be avoided during construction. The site is part of a large open space habitat block and regional wildlife linkage. The proposed developments would be entirely located within the existing site, and would not expand the existing development footprint. The proposed project would be consistent with current site usage and will not alter the nature of site impacts. No project-related impacts would occur to these species or habitats.</p> |   |   |  |

|  |   |   |  |
|--|---|---|--|
| 2.4  | Based on available field survey information, GIS data and/or aerial photographs, does the project have the potential to harm:                                   |   |  |
|  | (A) Species or habitat protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.)?   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
|  | (B) Species protected by the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code)?                                 | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
|  | (C) Species or habitat protected by the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code)? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| <p>Rationale: Field verified 8/13/14. Habitat for California orcutt grass (<i>Orcuttia californica</i>) and slender horned spineflower (<i>Dodecahema leptoceras</i>), both listed as state and federal endangered species, is known from the general project vicinity. These species require vernal pool habitat, or sandy-gravelly washes and wash benches, respectively. These habitats do not occur within the project area. The project area is within the foraging range of the endangered California condor. Condors will perch on tall man-made structures, which can contribute to the bird's habituation to human presence (this is not good for condors). Several communication towers are present on site, and anti-perch devices have been installed on some structures. The proposed developments, including the addition of a new lattice tower would include anti-perch devices to prevent condors from using the new structures. The proposed developments would be consistent with current site usage and will not alter the nature of site impacts. No project-related impacts would occur to the special status species.</p> |   |   |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HISTORICAL CRITERIA (Criterion #3)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 3.1   | Would facilities at the project site be located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Based on archival research, the proposed facilities at the ONK project location will not be located on sacred lands or other cultural sites (CHRIS data 2014; Letter from the Native American Heritage Commission 15 September 2014). Sites of this nature have not been identified at any location within a one-half mile radius of the project footprint.</p> |  |                              |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 3.2  | Based on available field survey info, records search, and/or aerial photos would project construction and implementation at the project site have a substantial adverse impact on historic resources pursuant to PRC Section 21084.1? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The direct area of potential effects (APE) for cultural resources assessments encompasses the construction footprint, which includes all ground disturbing areas and any historical buildings or structures that might be affected directly by LMR activities (see attached figure). For the indirect APE, a one-half mile radius surrounding the direct APE is used to assess any potential indirect (visual) effects on historical resources within the viewshed. Based on archival research, there are no historical resources within the project footprint (direct APE) (CHRIS data 2014). The ONK site is completely paved and heavily disturbed from previous construction and operational use and there are an existing equipment building and lattice tower at the site. Immediately adjacent to this project location, there are the remains of a former Nike missile site (LA-88) that was activated in 1957 and deactivated in 1974. Features of the Nike site include a guard gate and Nike missile platforms, although much of the administrative area was destroyed by fire in 2008. Indoor LMR elements would be located in the existing ONK equipment shelter, and the proposed generator and tower would be installed within the paved area. The one-half mile indirect (visual) APE consists primarily of mountainous open space and undeveloped land. The entire indirect APE is bisected by the Palo Sola Truck Road along which there are seven additional communications locations, encompassing multiple lattice towers and antennas. Other than several oil drilling platforms, there are no other buildings or structures within the indirect APE. Also within the indirect APE is a large historical archaeological site (Resource No. P-19-001594H) which may be the remains of an oil worker camp. The site is obscured from the ONK location by mature vegetation and rolling terrain; it is not a designated historical resource. New LMR elements would be in character with the existing string of communications sites and the surrounding industrial environment. As a result, the erection of the proposed additional tower at ONK would not have a substantial adverse impact on historical resources.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO EXPOSURE STANDARDS (Criterion #4)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 4.1   | Would operation of the project at the site exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The Contractor is contractually required to perform an RF emission safety study prior to construction that will model the RF emission level from all equipment on site, and demonstrate that it complies with the FCC guidelines and regulations on MPE for the General Public/Uncontrolled and for the Occupational/ Controlled groups per OET Bulletin 65. The contractor is also required to verify, prior to operation, that the LMR System facilities at the site do not exceed FCC and OSHA Maximum Permissible Exposure (MPE) limits for the power density and magnetic and electric field strength from radiofrequency (RF) transmitters, including but not limited to MPE standards set forth in Sections 1.307 and 1.1310 of Title 47 of the Code of Federal Regulations. After installation of the LMR facilities, the contractor must conduct field measurements to confirm RF emission levels are in compliance and must identify, resolve, and correct any non-compliance (including the posting of appropriate signage) until compliance can be demonstrated. Therefore, operation of the project at the site would not exceed MPE standards established by the FCC.</p> |  |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HEIGHT REQUIREMENTS (Criterion #5)**

|  |   |   |  |
|--|---|---|--|
| 5.1  | Will the project construct new antenna support structures on the site?  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
|  | If new antenna structure is a monopole would it exceed 70 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
|  | If new antenna structure is a lattice would it exceed 180 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| <p>Rationale: Proposed whip and microwave antennas to be mounted on proposed new 180-foot lattice tower.</p> |   |   |  |

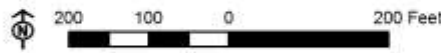
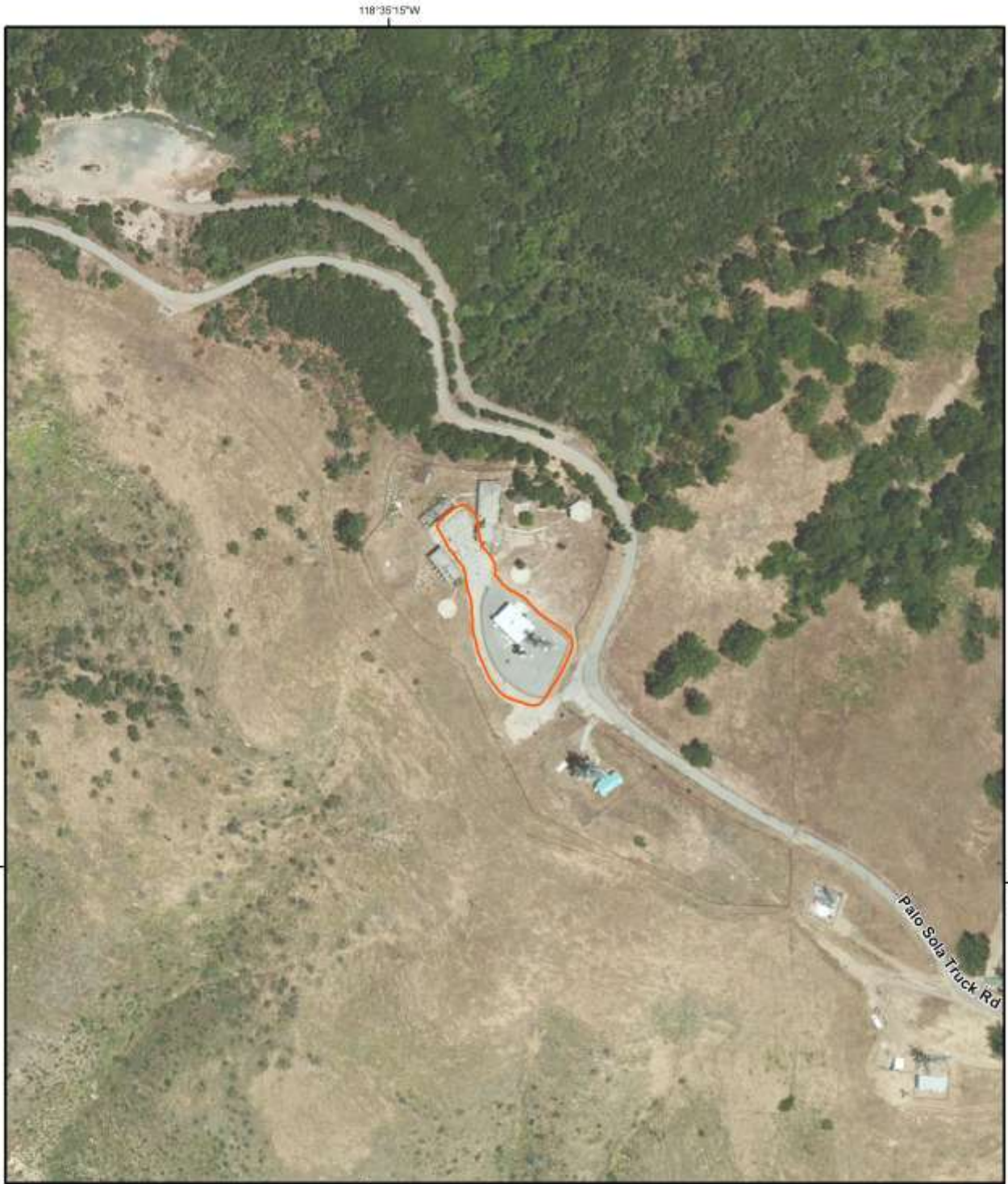
|  |   |   |   |
|--|---|---|---|
| 5.2  | <p>Is the project site located within an airport influence area, airport zone or equivalent planning boundary that is regulated by a comprehensive land use plan that has been adopted by an airport land use commission?</p> <p>If yes, does the new antenna support structure comply with all mandated height restrictions within the applicable comprehensive land use plan?</p> | <input type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No<br><br><input type="checkbox"/> No |
| <p>Rationale: The site is not located within an airport influence area, airport zone or equivalent planning boundary. Therefore, height restrictions are not applicable.</p> |   |   |   |

|   |  |   |                             |
|---|--|---|-----------------------------|
| 5.3   | <p>Does the new antenna support structure comply with all other State and federal height restrictions?</p> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <p>Rationale: No applicable State or Federal height restrictions were identified.</p> |  |   |                             |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO SYSTEM SPECIFICATION (Criterion #6)**

|   |   |  |  |
|---|---|--|--|
| 6.1   | <p>Does the project require a new central system switch?</p> <p>Will the new central system switch be located within an existing enclosed structure at a publicly-owned site?</p> <p>Will the new central system switch be housed at an existing private communications facility?</p> | <input checked="" type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes | <input type="checkbox"/> No<br><br><input type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No |
| <p>Rationale: The LMR system has two central system switches. These switches are located at existing enclosed structures at publically owned sites.</p> |   |  |  |

### Project Site Map



 LMR Site Direct APE



Site ID:  
ONK

**PUBLIC RESOURCES CODE § 21080.25  
CEQA EXEMPTION WORKSHEET**

**Los Angeles Regional Interoperable Communications System (LA-RICS) Authority's  
Land Mobile Radio (LMR) System**

|                      |   |                        |                              |
|----------------------|---|------------------------|------------------------------|
| <b>Completed By:</b> | Jason Walsh, Paige Peyton, Bruce Palmer, Beth Defend, Chris Odenthal, Andy Priest | <b>Site Id:</b>        | PSH<br>Pomona 1620 Hillcrest |
| <b>Reviewed By:</b>  | Carl Rykaczewski  | <b>Property Owner:</b> | City of Chino Hills          |
| <b>Date:</b>         | 10/20/2014  | <b>Map Attached:</b>   | Yes                          |

Pursuant to Public Resources Code § 21080.25, until January 1, 2017, CEQA does not apply to the design, site acquisition, construction, operation, or maintenance of certain structures and equipment of the Los Angeles Regional Interoperable Communication System (LA-RICS) if certain criteria are met at the individual project site. The following CEQA Exemption worksheet identifies the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and whether the criteria are met at the individual project site being evaluated in the worksheet, as well as the explanation that supports this conclusion. The data that supports these conclusions is available on request from the LA-RICS Authority (the Lead Agency).

**Project Description:**

Site PSH (see Attached Site Map) – Proposed indoor equipment to be located inside proposed (12'-0"x16'-0") equipment shelter. Proposed whip and microwave antennas mounted on proposed 60-foot monopole. Proposed backup generator with belly fuel tank mounted on (8'-6"x11'-0") concrete pad.

**Findings and Conclusions represent the best professional judgment of investigators who performed field surveys and reviewed available data. The Lead Agency will determine if the site is CEQA Exempt or Non-Exempt.**

**FINDINGS AND CONCLUSIONS**

| PRC § 21080.25 Criteria   | Yes                                 | No                       |
|---|-------------------------------------|--------------------------|
| 1. The project site is publicly owned and already contains one or both of the following: (a) an antenna support structure and (i) antennas, and/or (ii) equipment enclosures; (b) a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Construction and implementation at the project site would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Construction and implementation of the project at the site would not have a substantial adverse impact on historical resources pursuant to Public Resources Code section 21084.1, and is not located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Operation of the project at the site would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

|   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 5. Any new system antenna support structures would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rationale: Based on the information provided below, the proposed site meets the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and would qualify for the LA-RICS Statutory CEQA exemption.                         |                                     |                          |

**DATA AND ANALYSIS**

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO LOCATION CRITERIA (Criterion #1)**

|   |   |                             |
|---|---|-----------------------------|
| 1.1. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site is publically owned.   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| If Yes, who is the owner? <span style="float: right;">City of Chino Hills</span>  |   |                             |
| 1.2. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site already contains existing antenna support structures (lattice towers, monopoles or roof-mounts) and:   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| The site contains one or both of the following components:  |   |                             |
| i) Antennas   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| ii) Equipment Enclosures  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 1.3. Based on review of Los Angeles County’s Assessor records and GIS data, the project site is a police, sheriff, or fire station or other public facility that transmits or receives public safety radio signals. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO BIOLOGICAL CRITERIA (Criterion #2)**

|  |                              |  |
|--|------------------------------|--|
| 2.1. Based on field survey information, GIS data and/or aerial photographs are wetlands, as defined by PRC 21080.25(a) (7) present within the project site?                                | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/13/2014. The project site is on a high point along a ridgeline; no wetlands are present. No project-related impacts would occur to wetlands.                   |                              |  |
| 2.2. Based on field survey information, GIS data and/or aerial photographs are riparian areas, as defined by PRC 21080.25(a) (6) present within the project site.                          | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 8/13/2014. The project site is on a high point along a ridgeline; no riparian habitats are present. No project-related impacts would occur to riparian habitats. |                              |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 2.3  | Based on available field survey information, GIS data and/or aerial photographs, is habitat of significant value, as defined by PRC 21080.25(a) (2), present within the project site. Specifically: |                              |  |
|  | (A) Wildlife habitat of national, statewide, or regional importance?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (B) Habitat identified as candidate, fully protected, sensitive, or species of special status by a state or federal agency?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (C) Habitat essential to the movement of resident or migratory wildlife?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 8/13/14. The site is at the interface of residential and undeveloped areas. Many non-native trees and non-native herbaceous species are present on the highly disturbed site. The location is representative of oak-walnut woodlands and non-native grasslands vegetation communities, with minor components of coastal sage scrub. Round leaf filaree (<i>California macrophylla</i>), a 1B.1 ranked species (considered rare by the California Native Plant Society though no formal agency status designation), is known from grasslands and oak woodlands in the general project vicinity. This plant could occur near the project site. No project-related impacts would occur to these species or habitats.</p> |   |                              |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 2.4  | Based on available field survey information, GIS data and/or aerial photographs, does the project have the potential to harm:                                   |                              |  |
|  | (A) Species or habitat protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.)?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (B) Species protected by the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code)?                                 | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (C) Species or habitat protected by the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code)? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 8/13/14. The location is representative of oak-walnut woodlands and non-native grasslands vegetation communities, with minor components of coastal sage scrub which are of insufficient quality and quantity to provide suitable habitat for the threatened California gnatcatcher. California orcutt grass (<i>Orcuttia californica</i>), a state and federal endangered species, is known from vernal pools in the general project vicinity; no vernal pools occur within the project area. No project-related impacts would occur to special status species.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HISTORICAL CRITERIA (Criterion #3)**

|  |  |                              |  |
|--|--|------------------------------|--|
| 3.1  | Would facilities at the project site be located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Based on archival research, the proposed facilities at the PSH project location will not be located on sacred lands or other cultural sites (CHRIS data 2014; Letter from the Native American Heritage Commission 15 September 2014). The closest site of this nature to the PSH project area prehistoric archaeological site (Resource No. P-19-001704). The site is situated southwest of the direct project area.</p> |  |                              |  |

|   |   |                              |  |
|---|---|------------------------------|--|
| 3.2   | Based on available field survey info, records search, and/or aerial photos would project construction and implementation at the project site have a substantial adverse impact on historic resources pursuant to PRC Section 21084.1? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The direct area of potential effects (APE) for cultural resources assessments encompasses the construction footprint, which includes all ground disturbing areas and any historical buildings or structures that might be affected directly by LMR activities (see attached figure). For the indirect APE, a one-half mile radius surrounding the direct APE is used to assess any potential indirect (visual) effects on historical resources within the viewshed. Based on archival research, there are no historical resources within the project footprint (direct APE) (CHRIS data 2014). The project footprint is situated on a hilltop and within an area that is partially paved or heavily disturbed from previous construction and operational use. The site supports a large water tank, several communications towers and antennas, and two equipment buildings, all of which are enclosed by chain link fencing. Indoor LMR elements would be located in a proposed equipment shelter, and the proposed generator would be located on a concrete pad inside the previously disturbed area. The one-half mile indirect (visual) APE encompasses largely open space and undeveloped land. Several recently constructed housing developments are located within the indirect APE, but they are out of direct line-of-sight due to mature vegetation and the intervening terrain. Within the indirect APE there is one recorded prehistoric archaeological site (Resource No. P-19-001704), that is not a designated historical resource. The proposed addition of LMR equipment at this project location would be in character with the existing water tank and communications environment and would, therefore, not have a substantial impact on historical resources.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO EXPOSURE STANDARDS (Criterion #4)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 4.1   | Would operation of the project at the site exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The Contractor is contractually required to perform an RF emission safety study prior to construction that will model the RF emission level from all equipment on site, and demonstrate that it complies with the FCC guidelines and regulations on MPE for the General Public/Uncontrolled and for the Occupational/ Controlled groups per OET Bulletin 65. The contractor is also required to verify, prior to operation, that the LMR System facilities at the site do not exceed FCC and OSHA Maximum Permissible Exposure (MPE) limits for the power density and magnetic and electric field strength from radiofrequency (RF) transmitters, including but not limited to MPE standards set forth in Sections 1.307 and 1.1310 of Title 47 of the Code of Federal Regulations. After installation of the LMR facilities, the contractor must conduct field measurements to confirm RF emission levels are in compliance and must identify, resolve, and correct any non-compliance (including the posting of appropriate signage) until compliance can be demonstrated. Therefore, operation of the project at the site would not exceed MPE standards established by the FCC.</p> |  |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HEIGHT REQUIREMENTS (Criterion #5)**

|  |   |   |  |
|--|---|---|--|
| 5.1  | Will the project construct new antenna support structures on the site?  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
|  | If new antenna structure is a monopole would it exceed 70 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
|  | If new antenna structure is a lattice would it exceed 180 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
| <p>Rationale: Proposed whip and microwave antennas to be mounted on proposed new 60-foot monopole.</p> |   |   |  |



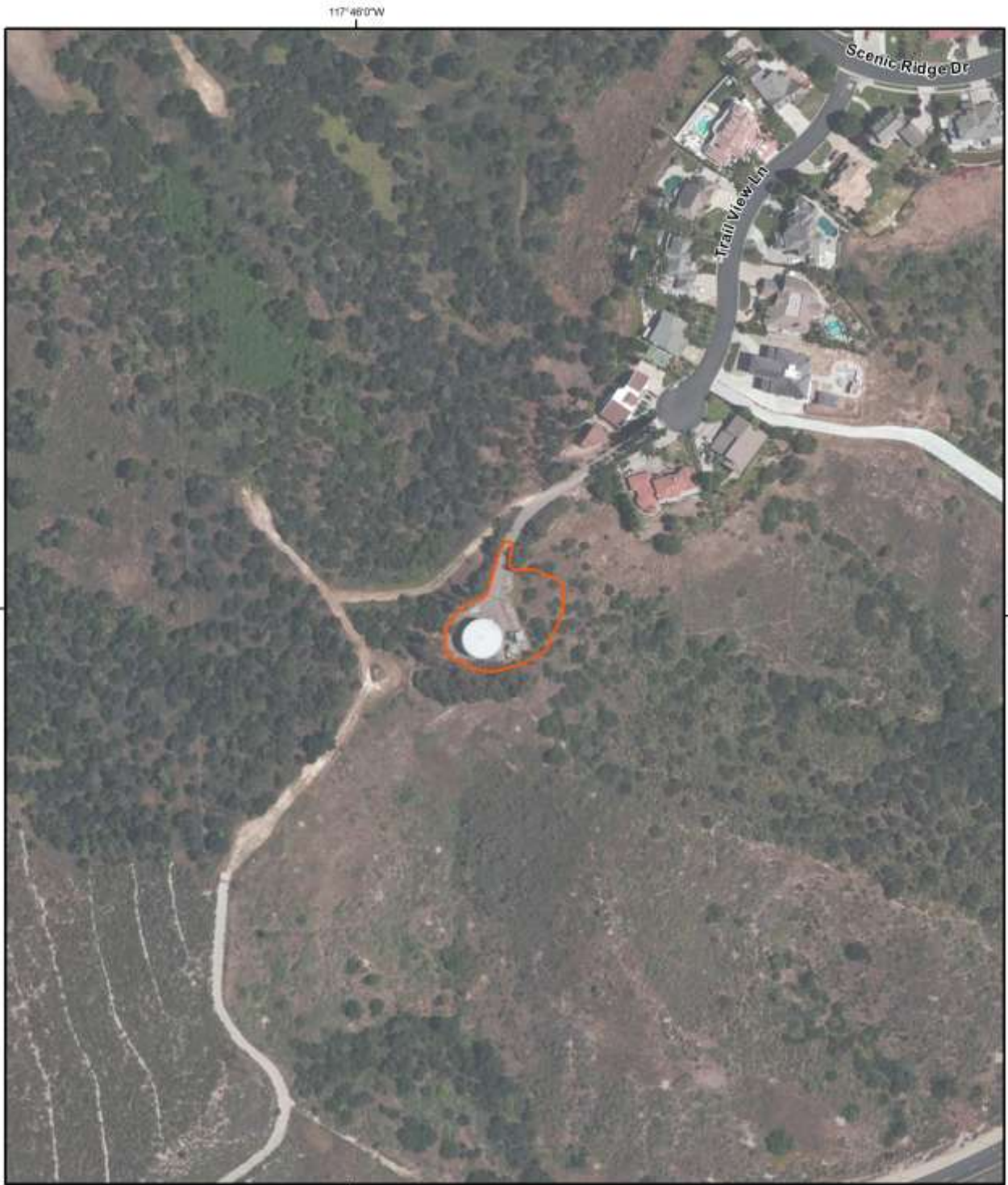
|  |   |   |   |
|--|---|---|---|
| 5.2  | <p>Is the project site located within an airport influence area, airport zone or equivalent planning boundary that is regulated by a comprehensive land use plan that has been adopted by an airport land use commission?</p> <p>If yes, does the new antenna support structure comply with all mandated height restrictions within the applicable comprehensive land use plan?</p> | <input type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No<br><br><input type="checkbox"/> No |
| <p>Rationale: The site is not located within an airport influence area, airport zone or equivalent planning boundary. Therefore, height restrictions are not applicable.</p> |   |   |   |

|   |  |   |                             |
|---|--|---|-----------------------------|
| 5.3   | <p>Does the new antenna support structure comply with all other State and federal height restrictions?</p> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <p>Rationale: No applicable State or Federal height restrictions were identified.</p> |  |   |                             |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO SYSTEM SPECIFICATION (Criterion #6)**

|   |   |  |  |
|---|---|--|--|
| 6.1   | <p>Does the project require a new central system switch?</p> <p>Will the new central system switch be located within an existing enclosed structure at a publicly-owned site?</p> <p>Will the new central system switch be housed at an existing private communications facility?</p> | <input checked="" type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes | <input type="checkbox"/> No<br><br><input type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No |
| <p>Rationale: The LMR system has two central system switches. These switches are located at existing enclosed structures at publically owned sites.</p> |   |  |  |

### Project Site Map



LMR Site Direct APE



Site ID:  
PSH

**PUBLIC RESOURCES CODE § 21080.25  
CEQA EXEMPTION WORKSHEET**

**Los Angeles Regional Interoperable Communications System (LA-RICS) Authority's  
Land Mobile Radio (LMR) System**

|                      |   |                        |                               |
|----------------------|---|------------------------|-------------------------------|
| <b>Completed By:</b> | Jason Walsh, Paige Peyton, Bruce Palmer, Beth Defend, Chris Odenthal, Andy Priest | <b>Site Id:</b>        | RHT<br>Rolling Hills Transmit |
| <b>Reviewed By:</b>  | Carl Rykaczewski  | <b>Property Owner:</b> | Los Angeles County            |
| <b>Date:</b>         | 10/27/2014  | <b>Map Attached:</b>   | Yes                           |

Pursuant to Public Resources Code § 21080.25, until January 1, 2017, CEQA does not apply to the design, site acquisition, construction, operation, or maintenance of certain structures and equipment of the Los Angeles Regional Interoperable Communication System (LA-RICS) if certain criteria are met at the individual project site. The following CEQA Exemption worksheet identifies the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and whether the criteria are met at the individual project site being evaluated in the worksheet, as well as the explanation that supports this conclusion. The data that supports these conclusions is available on request from the LA-RICS Authority (the Lead Agency).

**Project Description:**

Site RHT (see Attached Site Map) – Proposed indoor equipment racks to be located in proposed (12'-0"x24'-0") equipment shelter and back (11' x 8.5' x 9") to be mounted to proposed 180-foot lattice tower. There is a proposed new diesel generator.

**Findings and Conclusions represent the best professional judgment of investigators who performed field surveys and reviewed available data. The Lead Agency will determine if the site is CEQA Exempt or Non-Exempt.**

**FINDINGS AND CONCLUSIONS**

| PRC § 21080.25 Criteria   | Yes                                 | No                       |
|---|-------------------------------------|--------------------------|
| 1. The project site is publicly owned and already contains one or both of the following: (a) an antenna support structure and (i) antennas, and/or (ii) equipment enclosures; (b) a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Construction and implementation at the project site would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Construction and implementation of the project at the site would not have a substantial adverse impact on historical resources pursuant to Public Resources Code section 21084.1, and is not located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Operation of the project at the site would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

|   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 5. Any new system antenna support structures would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rationale: Based on the information provided below, the proposed site meets the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and would qualify for the LA-RICS Statutory CEQA exemption.                         |                                     |                          |

**DATA AND ANALYSIS**

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO LOCATION CRITERIA (Criterion #1)**

|   |   |                             |
|---|---|-----------------------------|
| 1.1. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site is publically owned.   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| If Yes, who is the owner?   |   | Los Angeles County          |
| 1.2. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site already contains existing antenna support structures (lattice towers, monopoles or roof-mounts) and:   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| The site contains one or both of the following components:  |   |                             |
| i) Antennas   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| ii) Equipment Enclosures  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 1.3. Based on review of Los Angeles County’s Assessor records and GIS data, the project site is a police, sheriff, or fire station or other public facility that transmits or receives public safety radio signals. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO BIOLOGICAL CRITERIA (Criterion #2)**

|   |                              |  |
|---|------------------------------|--|
| 2.1. Based on field survey information, GIS data and/or aerial photographs are wetlands, as defined by PRC 21080.25(a) (7) present within the project site?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 10/15/2014. The site is located within an urban setting on a broad hill top; no wetlands are present. No project-related impacts would occur to wetlands.                   |                              |  |
| 2.2. Based on field survey information, GIS data and/or aerial photographs are riparian areas, as defined by PRC 21080.25(a) (6) present within the project site.                                     | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 10/15/2014. The site is located within an urban setting on a broad hill top; no riparian habitats are present. No project-related impacts would occur to riparian habitats. |                              |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 2.3  | Based on available field survey information, GIS data and/or aerial photographs, is habitat of significant value, as defined by PRC 21080.25(a) (2), present within the project site. Specifically: |                              |  |
|  | (A) Wildlife habitat of national, statewide, or regional importance?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (B) Habitat identified as candidate, fully protected, sensitive, or species of special status by a state or federal agency?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (C) Habitat essential to the movement of resident or migratory wildlife?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 10/15/2014. The site is within an urban setting and all developments would be within an existing facility that includes a complex of antenna towers. No native vegetation is present on-site; minimal landscape plants are present. The site is adjacent to the Vista del Norte Reserve designated by the City of Rancho Palos Verdes and enrolled in the CDFW Natural Community Conservation Planning program. Virtually all perennial native vegetation has been removed from undeveloped lands near the site. Patches of California coastal sage scrub vegetation are found down slope of the site and several hundred feet away. A patch of mostly landscape plants, non-native species, weedy vegetation, and some scattered native shrubs occur to the north of the site and down slope. No project related impacts would occur to these species or habitats.</p> |   |                              |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 2.4  | Based on available field survey information, GIS data and/or aerial photographs, does the project have the potential to harm:                                   |                              |  |
|  | (A) Species or habitat protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.)?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (B) Species protected by the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code)?                                 | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|  | (C) Species or habitat protected by the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code)? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 10/15/2014. The site is adjacent to designated critical habitat for the threatened California gnatcatcher (this is included within the Vista del Norte Reserve). No native plants are present on the project site. On adjacent undeveloped lands (designated critical habitat) near the site virtually all perennial vegetation has been removed with the exception of a small patch of California coastal sage scrub vegetation below the site and several hundred feet away. A patch of mostly landscape plants, non-native species, weedy vegetation, and some scattered native shrubs including elements of coastal sage scrub, occur to the north and down slope from the site. These are small, degraded patches of vegetation that would not be suitable as habitat for the California gnatcatcher. No project-related impacts would occur to special status species or their designated critical habitat.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HISTORICAL CRITERIA (Criterion #3)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 3.1   | Would facilities at the project site be located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Based on archival research, proposed facilities at the RHT project location will not be located on sacred lands or other cultural sites (CHRIS data 2014; Letter from the Native American Heritage Commission 15 September 2014). Within the indirect APE there is one recorded prehistoric archaeological site (Resource No. P-19-001704), that is not a designated historical resource.</p> |  |                              |  |

|  |   |                              |  |
|--|---|------------------------------|--|
| 3.2  | Based on available field survey info, records search, and/or aerial photos would project construction and implementation at the project site have a substantial adverse impact on historic resources pursuant to PRC Section 21084.1? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The direct area of potential effects (APE) for cultural resources assessments encompasses the construction footprint, which includes all ground disturbing areas and any historical buildings or structures that might be affected directly by LMR activities (see attached figure). For the indirect APE, a one-half mile radius surrounding the direct APE is used to assess any potential indirect (visual) effects on historical resources within the viewshed. Based on archival research, there are no historical resources within the direct APE of the RHT project location (CHRIS data 2014). LMR construction at RHT would take place within an existing paved area, or within an area that was heavily disturbed during construction of the existing communications complex. New equipment racks would be located in a proposed equipment shelter and the proposed backup generator would be placed on a concrete slab, both within the disturbed area north of the paving. Whip and microwave antennas would be attached to a proposed 150-foot lattice tower erected adjacent to the new equipment shelter. Within this communications complex there are two existing towers and other associated infrastructure features, making the proposed new construction in character with the existing landscape. The landscape within the one-half mile indirect (visual) APE is mixed use residential, commercial, and industrial with patches of open space. There are two recorded resources within the indirect APE. These include Resource No. P-19-000709 (a prehistoric archaeological site that is not a designated historical resource) and Resource No. 172989, a commercial property (office space) built in 1980, which is also not a designated historical resource. The office building is situated approximately .33 miles northeast of the project site and is visually obscured from RHT line-of-sight by existing buildings and hilly terrain. As a result, construction of LMR elements at RHT would not have a substantial adverse impact on historical resources.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO EXPOSURE STANDARDS (Criterion #4)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 4.1   | Would operation of the project at the site exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: The Contractor is contractually required to perform an RF emission safety study prior to construction that will model the RF emission level from all equipment on site, and demonstrate that it complies with the FCC guidelines and regulations on MPE for the General Public/Uncontrolled and for the Occupational/ Controlled groups per OET Bulletin 65. The contractor is also required to verify, prior to operation, that the LMR System facilities at the site do not exceed FCC and OSHA Maximum Permissible Exposure (MPE) limits for the power density and magnetic and electric field strength from radiofrequency (RF) transmitters, including but not limited to MPE standards set forth in Sections 1.307 and 1.1310 of Title 47 of the Code of Federal Regulations. After installation of the LMR facilities, the contractor must conduct field measurements to confirm RF emission levels are in compliance and must identify, resolve, and correct any non-compliance (including the posting of appropriate signage) until compliance can be demonstrated. Therefore, operation of the project at the site would not exceed MPE standards established by the FCC.</p> |  |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HEIGHT REQUIREMENTS (Criterion #5)**

|  |   |   |  |
|--|---|---|--|
| 5.1  | Will the project construct new antenna support structures on the site?  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
|  | If new antenna structure is a monopole would it exceed 70 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
|  | If new antenna structure is a lattice would it exceed 180 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| <p>Rationale: Proposed whip and microwave antennas mounted on proposed 180-foot lattice tower.</p> |   |   |  |

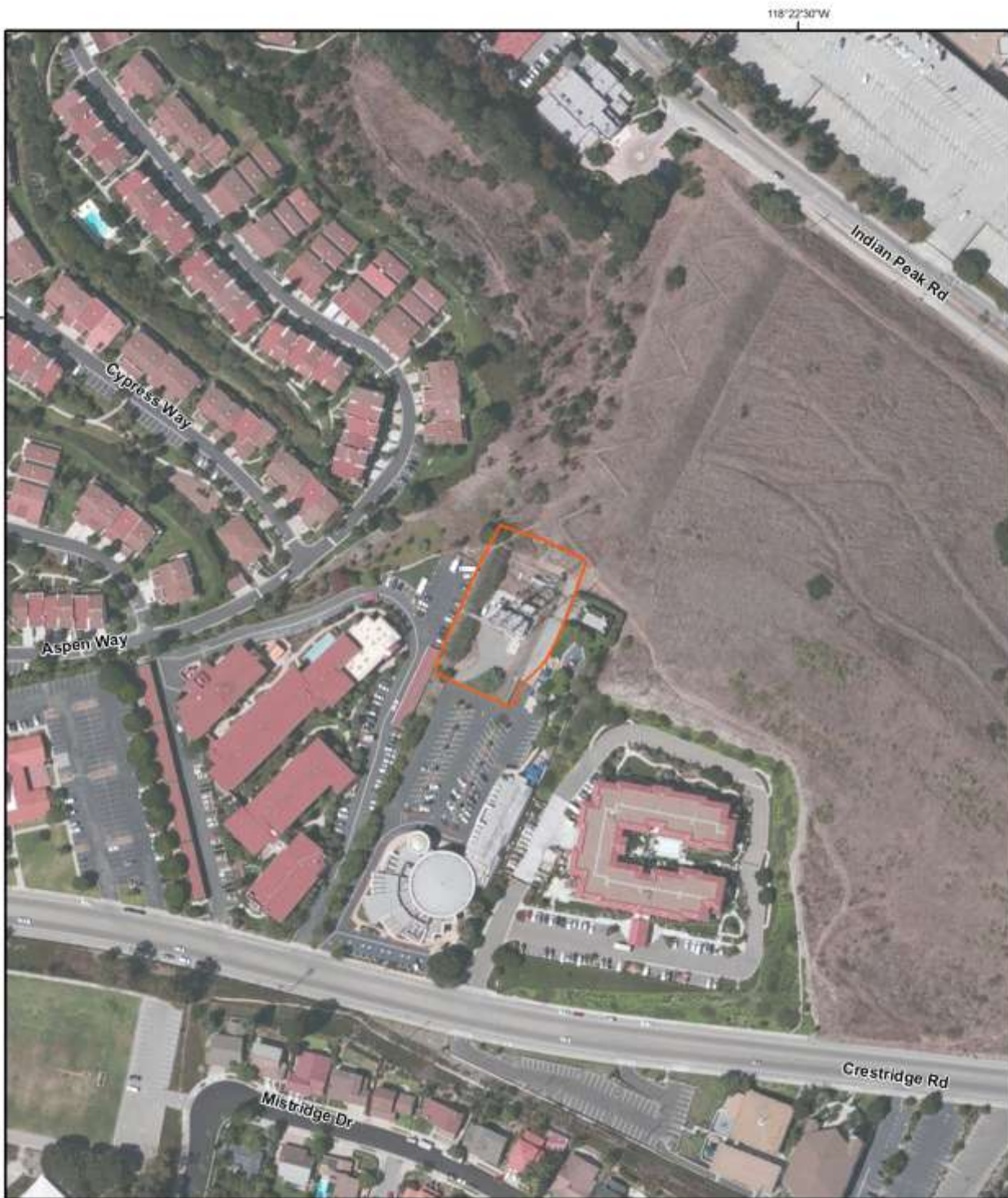
|  |   |   |   |
|--|---|---|---|
| 5.2  | <p>Is the project site located within an airport influence area, airport zone or equivalent planning boundary that is regulated by a comprehensive land use plan that has been adopted by an airport land use commission?</p> <p>If yes, does the new antenna support structure comply with all mandated height restrictions within the applicable comprehensive land use plan?</p> | <input type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No<br><br><input type="checkbox"/> No |
| <p>Rationale: The site is not located within an airport influence area, airport zone or equivalent planning boundary. Therefore, height restrictions are not applicable.</p> |   |   |   |

|   |  |   |                             |
|---|--|---|-----------------------------|
| 5.3   | <p>Does the new antenna support structure comply with all other State and federal height restrictions?</p> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <p>Rationale: No applicable State or Federal height restrictions were identified.</p> |  |   |                             |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO SYSTEM SPECIFICATION (Criterion #6)**

|   |   |  |  |
|---|---|--|--|
| 6.1   | <p>Does the project require a new central system switch?</p> <p>Will the new central system switch be located within an existing enclosed structure at a publicly-owned site?</p> <p>Will the new central system switch be housed at an existing private communications facility?</p> | <input checked="" type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes | <input type="checkbox"/> No<br><br><input type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No |
| <p>Rationale: The LMR system has two central system switches. These switches are located at existing enclosed structures at publically owned sites.</p> |   |  |  |

### Project Site Map



LMR Site Direct APE

10000014



Site ID:  
RHT



**PUBLIC RESOURCES CODE § 21080.25  
CEQA EXEMPTION WORKSHEET**

**Los Angeles Regional Interoperable Communications System (LA-RICS) Authority's  
Land Mobile Radio (LMR) System**

|                      |   |                        |                       |
|----------------------|---|------------------------|-----------------------|
| <b>Completed By:</b> | Jason Walsh, Paige Peyton, Bruce Palmer, Beth Defend, Chris Odenthal, Andy Priest | <b>Site Id:</b>        | VPC<br>Verdugo Peak   |
| <b>Reviewed By:</b>  | Carl Rykaczewski  | <b>Property Owner:</b> | County of Los Angeles |
| <b>Date:</b>         | 10/20/2014  | <b>Map Attached:</b>   | Yes                   |

Pursuant to Public Resources Code § 21080.25, until January 1, 2017, CEQA does not apply to the design, site acquisition, construction, operation, or maintenance of certain structures and equipment of the Los Angeles Regional Interoperable Communication System (LA-RICS) if certain criteria are met at the individual project site. The following CEQA Exemption worksheet identifies the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and whether the criteria are met at the individual project site being evaluated in the worksheet, as well as the explanation that supports this conclusion. The data that supports these conclusions is available on request from the LA-RICS Authority (the Lead Agency).

**Project Description:**

Site VPC (see Attached Site Map) - Proposed indoor equipment racks to be located in proposed (12'-0"x36'-0") equipment shelter. Proposed backup generator with belly tank mounted on (6'-6"x11'-0") concrete slab to be located adjacent to new equipment shelter. Proposed whip and microwave antennas to be mounted to an existing 180-foot lattice tower built by third party under separate project.

**Findings and Conclusions represent the best professional judgment of investigators who performed field surveys and reviewed available data. The Lead Agency will determine if the site is CEQA Exempt or Non-Exempt.**

**FINDINGS AND CONCLUSIONS**

| PRC § 21080.25 Criteria   | Yes                                 | No                       |
|---|-------------------------------------|--------------------------|
| 1. The project site is publicly owned and already contains one or both of the following: (a) an antenna support structure and (i) antennas, and/or (ii) equipment enclosures; (b) a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Construction and implementation at the project site would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Construction and implementation of the project at the site would not have a substantial adverse impact on historical resources pursuant to Public Resources Code section 21084.1, and is not located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Operation of the project at the site would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

|   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 5. Any new system antenna support structures would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rationale: Based on the information provided below, the proposed site meets the criteria specified in subdivision (c) of Public Resources Code § 21080.25 and would qualify for the LA-RICS Statutory CEQA exemption.                         |                                     |                          |

**DATA AND ANALYSIS**

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO LOCATION CRITERIA (Criterion #1)**

|   |   |                             |
|---|---|-----------------------------|
| 1.1. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site is publically owned.   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| If Yes, who is the owner?   |   | County of Los Angeles       |
| 1.2. Based on review of Los Angeles County’s Assessor records, land use maps, and GIS data, the project site already contains existing antenna support structures (lattice towers, monopoles or roof-mounts) and:   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| The site contains one or both of the following components:  |   |                             |
| i) Antennas   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| ii) Equipment Enclosures  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 1.3. Based on review of Los Angeles County’s Assessor records and GIS data, the project site is a police, sheriff, or fire station or other public facility that transmits or receives public safety radio signals. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO BIOLOGICAL CRITERIA (Criterion #2)**

|   |                              |  |
|---|------------------------------|--|
| 2.1. Based on field survey information, GIS data and/or aerial photographs are wetlands, as defined by PRC 21080.25(a) (7) present within the project site?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 9/11/2014. The project site is an addition to existing facilities along a mountaintop ridgeline; no wetlands are present. No project-related impacts would occur to wetlands.                   |                              |  |
| 2.2. Based on field survey information, GIS data and/or aerial photographs are riparian areas, as defined by PRC 21080.25(a) (6) present within the project site.   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Rationale: Field verified 9/11/2014. The project site is an addition to existing facilities along a mountaintop ridgeline; no riparian habitats are present. No project-related impacts would occur to riparian habitats. |                              |  |

|   |   |                              |  |
|---|---|------------------------------|--|
| 2.3   | Based on available field survey information, GIS data and/or aerial photographs, is habitat of significant value, as defined by PRC 21080.25(a) (2), present within the project site. Specifically: |                              |  |
|   | (A) Wildlife habitat of national, statewide, or regional importance?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (B) Habitat identified as candidate, fully protected, sensitive, or species of special status by a state or federal agency?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (C) Habitat essential to the movement of resident or migratory wildlife?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 9/11/2014. The project site is located within an open space block and is represented by the chaparral vegetation community. This site is not considered as potential habitat for these species or habitats. No project-related impacts would occur to these species of habitats.</p> |   |                              |  |

|   |   |                              |  |
|---|---|------------------------------|--|
| 2.4   | Based on available field survey information, GIS data and/or aerial photographs, does the project have the potential to harm:                                   |                              |  |
|   | (A) Species or habitat protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.)?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (B) Species protected by the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code)?                                 | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|   | (C) Species or habitat protected by the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code)? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Field verified 9/11/2014. The project site is located within an open space block and is represented by the chaparral vegetation community. This site is not considered as potential habitat for special status species. No project-related impacts would occur to special status species.</p> |   |                              |  |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HISTORICAL CRITERIA (Criterion #3)**

|   |  |                              |  |
|---|--|------------------------------|--|
| 3.1   | Would facilities at the project site be located on a cultural site, including sacred sites as described in Public Resources Code sections 5097.9 and 5097.993. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <p>Rationale: Based on archival research, the proposed facilities at the VPC project location will not be located on sacred lands or other cultural sites (CHRIS data 2014; Letter from the Native American Heritage Commission 15 September 2014). Sites of this nature have not been identified at any location within a one-half mile radius of the project footprint.</p> |  |                              |  |

|     |   |                              |  |
|-----|---|------------------------------|--|
| 3.2 | Based on available field survey info, records search, and/or aerial photos would project construction and implementation at the project site have a substantial adverse impact on historic resources pursuant to PRC Section 21084.1? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|-----|---|------------------------------|--|

Rationale: The direct area of potential effects (APE) for cultural resources assessments encompasses the construction footprint, which includes all ground disturbing areas and any historical buildings or structures that might be affected directly by LMR activities (see attached figure). For the indirect APE, a one-half mile radius surrounding the direct APE is used to assess any potential indirect (visual) effects on historical resources within the viewshed. Based on archival research, there are no historical resources within either the project footprint (direct APE) or one-half mile indirect (visual) APE (CHRIS data 2014). The project site encompasses an existing lattice tower with microwave dishes and antennas attached, an equipment shelter, and associated infrastructure features. The entire site is fenced with a compacted earth surface that has been heavily disturbed from the previous construction and operational use. Indoor LMR elements would be located in a proposed equipment shelter, and the proposed generator would be located adjacent to the new equipment shelter. The viewshed within the indirect APE is open space and undeveloped mountainous land. The only other facilities within the indirect APE are another communications tower site that is situated approximately .25 miles to the southeast and LMR's proposed VPK site, which is .5 miles to the southeast. Proposed addition of a lattice tower at the VPC project location would be in character with the existing industrial/communications environment both at the site and in the viewshed. As a result, erection of the proposed additional tower and associated infrastructure at the VPC project location would not have a substantial impact on historical resources.

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO EXPOSURE STANDARDS (Criterion #4)**

|     |  |                              |  |
|-----|--|------------------------------|--|
| 4.1 | Would operation of the project at the site exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Section 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|-----|--|------------------------------|--|

Rationale: The Contractor is contractually required to perform an RF emission safety study prior to construction that will model the RF emission level from all equipment on site, and demonstrate that it complies with the FCC guidelines and regulations on MPE for the General Public/Uncontrolled and for the Occupational/ Controlled groups per OET Bulletin 65. The contractor is also required to verify, prior to operation, that the LMR System facilities at the site do not exceed FCC and OSHA Maximum Permissible Exposure (MPE) limits for the power density and magnetic and electric field strength from radiofrequency (RF) transmitters, including but not limited to MPE standards set forth in Sections 1.307 and 1.1310 of Title 47 of the Code of Federal Regulations. After installation of the LMR facilities, the contractor must conduct field measurements to confirm RF emission levels are in compliance and must identify, resolve, and correct any non-compliance (including the posting of appropriate signage) until compliance can be demonstrated. Therefore, operation of the project at the site would not exceed MPE standards established by the FCC.

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO HEIGHT REQUIREMENTS (Criterion #5)**

|     |   |                              |  |
|-----|---|------------------------------|--|
| 5.1 | Will the project construct new antenna support structures on the site?  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|     | If new antenna structure is a monopole would it exceed 70 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes | <input type="checkbox"/> No            |
|     | If new antenna structure is a lattice would it exceed 180 feet in height without appurtenances and attachments? | <input type="checkbox"/> Yes | <input type="checkbox"/> No            |

Rationale: Proposed whip and microwave antennas to be mounted to existing 180-foot lattice tower.

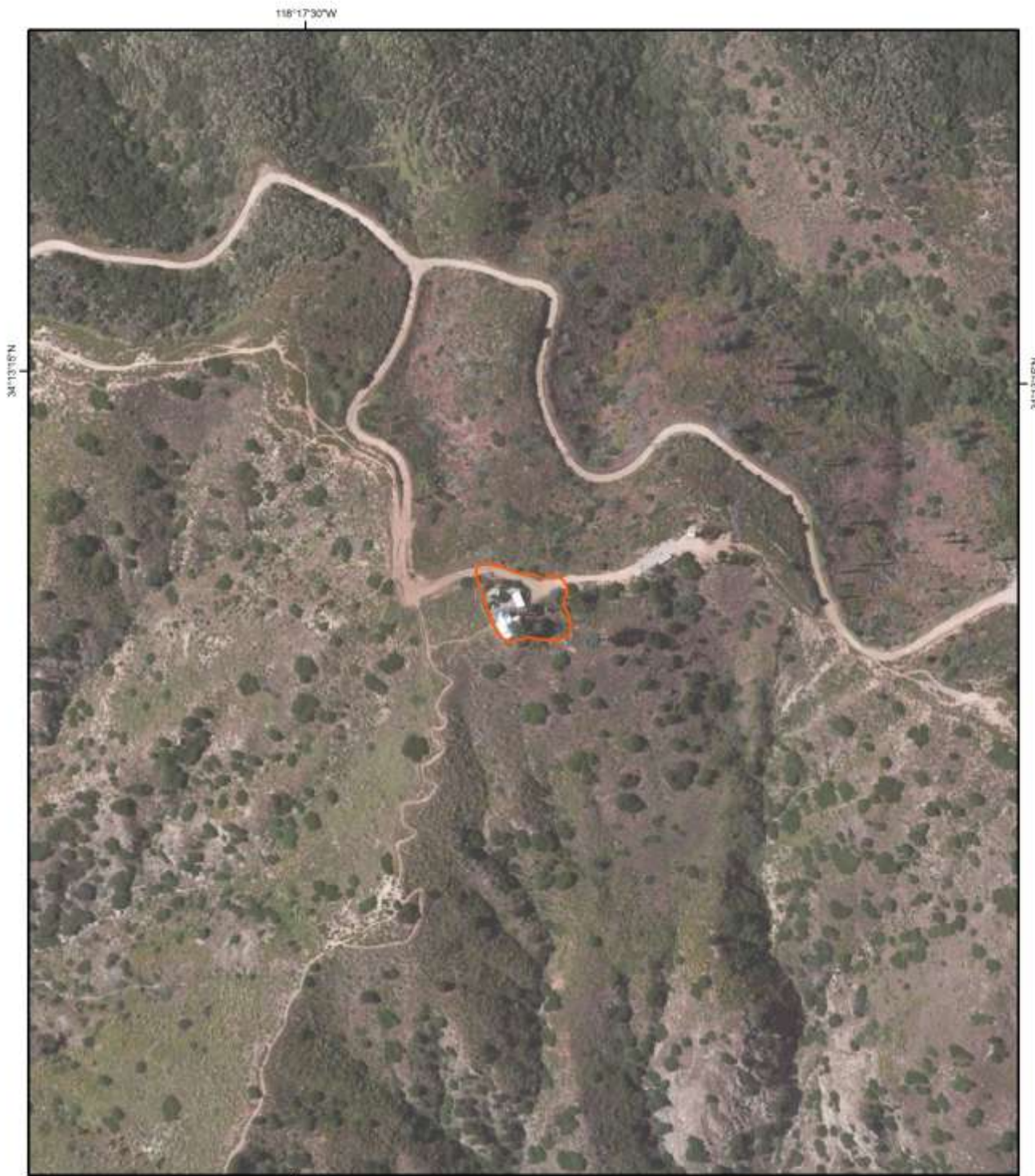
|  |   |   |   |
|--|---|---|---|
| 5.2  | <p>Is the project site located within an airport influence area, airport zone or equivalent planning boundary that is regulated by a comprehensive land use plan that has been adopted by an airport land use commission?</p> <p>If yes, does the new antenna support structure comply with all mandated height restrictions within the applicable comprehensive land use plan?</p> | <input type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No<br><br><input type="checkbox"/> No |
| <p>Rationale: The site is not located within an airport influence area, airport zone or equivalent planning boundary. Therefore, height restrictions are not applicable.</p> |   |   |   |

|   |  |                              |                             |
|---|--|------------------------------|-----------------------------|
| 5.3   | <p>Does the new antenna support structure comply with all other State and federal height restrictions?</p> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <p>Rationale: No applicable State or Federal height restrictions were identified.</p> |  |                              |                             |

**SUMMARY OF DATA AND ANALYSIS RELEVANT TO SYSTEM SPECIFICATION (Criterion #6)**

|   |   |  |  |
|---|---|--|--|
| 6.1   | <p>Does the project require a new central system switch?</p> <p>Will the new central system switch be located within an existing enclosed structure at a publicly-owned site?</p> <p>Will the new central system switch be housed at an existing private communications facility?</p> | <input checked="" type="checkbox"/> Yes<br><br><input checked="" type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes | <input type="checkbox"/> No<br><br><input type="checkbox"/> No<br><br><input checked="" type="checkbox"/> No |
| <p>Rationale: The LMR system has two central system switches. These switches are located at existing enclosed structures at publically owned sites.</p> |   |  |  |

### Project Site Map



 LMR Site Direct APE

Y0132014



Site ID:  
VPC

To: Pat Mallon, Executive Director

From: Jim Hoyt, Environmental Lead, Jacobs

Date: October 31, 2014

Subject: **Memorandum - Statutorily Exempt Sites Mentioned in Scoping Comments**

Dear Mr. Mallon,

This memorandum addresses those comments received during the public scoping process conducted for LA-RICS Land Mobile Radio (LMR) Project Environmental Impact Report (EIR) that pertain to LMR sites that the Authority's staff and environmental consultants have determined are eligible for exemption from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code section 21080.25.

This memorandum does not attempt to address all comments received during the August 27 to September 26, 2014 scoping period, or during the local outreach conducted as part of the National Historic Preservation Act (NHPA) Section 106 process. The majority of those comments will be appropriately addressed in the EIR being prepared for the LMR sites that do not qualify for exemption from CEQA review under Public Resources Code section 21080.25. Instead, this memorandum documents the Authority's staff and consultants' consideration of comments addressing issues related to the criteria for exemption from CEQA set forth in Public Resources Code section 21080.25 for the sites determined to be CEQA-exempt.

Of the comments received during the scoping period, four mentioned sites determined to be eligible for exemption from CEQA under Public Resources Code section 21080.25. These are: Hauser Peak (HPK), Pomona 1620 Hillcrest (PSH), Rolling Hills Transmit (RHT), and Verdugo Peak (VPC). As further explained below, none of the comments identify any issues that would change the Authority's staff and consultants' determination that these sites qualify for exemption from CEQA under Public Resources Code section 21080.25. However, they will be considered by the Authority's Board prior to considering approval of LMR facilities at these sites.

#### **CEQA-Exempt Sites Identified in Scoping Comments**

Site - HPK

The City of Palmdale requested that potential impacts to air quality from emissions associated with the operation of emergency generator at the three LMR sites proposed for location in the City of Palmdale be addressed in the EIR. Site HPK is the only one of the three sites in the City that is eligible for exemption from CEQA under Public Resources Code section 21080.25. Public Resources Code section 21080.25 does not require consideration of air emissions for purposes of qualifying for exemption from CEQA. Therefore this comment does not affect the site's eligibility for the statutory exemption. The EIR

will evaluate impacts to air quality impacts associated with the operation of emergency generators proposed at the other two sites in the City of Palmdale.

#### Site – PSH

The City of Chino Hills indicated building a new stand-alone monopole at Site PSH would be potentially inconsistent with the current land use designation. The City also indicated, however, that it is in the process of updating its General Plan, and this use of the site would be consistent with the proposed new land use designation. The City expects the General Plan Update to be complete by January 2015, prior to any construction of LMR facilities at Site PSH. Public Resources Code section 21080.25 does not require consideration of local land use designations for purposes of qualifying for exemption from CEQA. Therefore, this comment does not affect the site’s eligibility for the statutory exemption.

#### Site - RHT

The City of Rancho Palos Verdes submitted comments regarding Site RHT’s aesthetic, biological, hazards and hazardous material, and land use characteristics. Public Resources Code section 21080.25 does not require consideration of aesthetics, hazards or hazardous materials, or local land use for purposes of qualifying for exemption from CEQA. Therefore the comments related to these issues do not affect Site RHT’s eligibility for the statutory exemption.

Public Resources Code section 21080.25 does require consideration of biological resources. Specifically, to qualify for the exemption, construction and implementation at the site must not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and must not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species. The City of Rancho Palos Verdes identifies the site as abutting the Vista del Norte Reserve of the City’s Palos Verdes Nature Preserve, which is enrolled as part of the City’s Natural Community Conservation Plan (NCCP). As part of the Authority’s evaluation of this site for potential substantial adverse impacts to biological resources as required by Public Resources Code section 21080.25(b)(2), the Authority’s consultant biologist conducted field surveys of Site RHT and determined that although the site is adjacent to designated critical habitat for the threatened California gnatcatcher, the site is within an urban setting with no native vegetation and minimal landscape plants, and virtually all perennial vegetation on the adjacent lands has been removed with the exception of a small patch of California coastal sage scrub below the site and several hundred feet away. This is a small and isolated patch of vegetation that would not be suitable for the California gnatcatcher. Therefore, no project-related impacts would occur to special status species or their designated critical habitat. This analysis is provided on the CEQA Exemption Worksheet prepared for this site, which explains that no substantial adverse impact to the resources listed in Public Resources Code section 21080.25(b)(2) would occur. Therefore, the City of Rancho Palos Verdes’ comments do not affect the site’s eligibility for the statutory exemption.



In their scoping comments, Congregation Ner Talmid of South Bay requested additional details regarding site construction and operation at Site RHT. Most of Congregation Ner Tamid's comments do not relate to the criteria for CEQA exemption set forth in Public Resources Code section 21080.25 but will be considered by the Authority's Board prior to considering approval of LMR facilities at the site.

Congregation Ner Tamid did ask about radio frequency (RF) emissions from the tower proposed at Site RHT, which relates to a CEQA exemption criteria. To qualify for the CEQA exemption, operation of the LMR facility at the site would not exceed maximum permissible exposure standards established by the Federal Communications Commission (FCC) guidelines and regulations on Maximum Permissible Exposure (MPE) for the General Public/Uncontrolled and for the Occupational/ Controlled groups per OET Bulletin 65. All LMR System Sites, including this one, will be well within these limits, and the contractor is required to design the system so it meets these requirements, and the Contractor will verify, prior to operation, that the LMR System facilities at the site do not exceed FCC and OSHA Specifications related to MPE limits for the power density and magnetic and electric field strength from RF transmitters, including but not limited to MPE standards set forth in Sections 1.307 and 1.1310 of Title 47 of the Code of Federal Regulations. After installation of the LMR facilities, the contractor will conduct field measurements to confirm RF emission levels are in compliance. Therefore, operation of the project at the site would not exceed MPE standards established by the FCC.

In their scoping comments, the Ocean Front Estates at Rancho Palos Verdes Homeowners Association raised issues related to the potential aesthetics impacts of an unnamed new tower near their community, possibly Site RHT. Public Resources Code section 21080.25 does not require consideration of aesthetics for purposes of qualifying for exemption from CEQA. Therefore, this comment does not affect Site RHT's eligibility for the statutory exemption.

#### Site – VPC

In their scoping comments the City of Burbank commented on Site VPC, which would be visible from the City of Burbank, although it would be located outside the City on land owned by the County of Los Angeles. The only aspect of the City of Burbank's comments relevant to Site VPC's eligibility for exemption from CEQA under Public Resources Code section 21080.25 relate to the height of the proposed tower. The LMR whip and microwave antennas proposed at Site VPC would be mounted to an existing 180-foot lattice tower built by a third party as part of a separate project. Therefore, as set forth in the CEQA exemption worksheet for this site, it qualifies for exemption under Public Resources Code section 21080.25, including compliance with applicable state and federal height restrictions.

The City of Burbank's comments related to Site VPK will be considered in the EIR being prepared for the non-exempt LMR project facilities.

#### Conclusion

None of the comments received during scoping affect the eligibility of the proposed LMR sites at Hauser Peak (HPK), Pomona 1620 Hillcrest (PSH), Rolling Hills Transmit (RHT), and Verdugo Peak (VPC) for the statutory exemption from CEQA in Public Resources Code section 21080.25.