



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS MEETING

Thursday, August 4, 2016 • 9:00 a.m.

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

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

AGENDA POSTED: July 28, 2016

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

Members:

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

Alternates:

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

Officers:

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



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

I. CALL TO ORDER

II. ANNOUNCE QUORUM – Roll Call

III. APPROVAL OF MINUTES (A)

A. July 7, 2016 – Regular Meeting Minutes

Agenda Item A

IV. PUBLIC COMMENTS

V. CONSENT CALENDAR – (None)

VI. REPORTS (B-C)

B. Director’s Report – John Radeleff

C. Project Manager’s Report – Chris Odenthal

Agenda Item C

VII. DISCUSSION ITEMS (D)

D. Outreach Update

Agenda Item D

VIII. ADMINISTRATIVE MATTERS (E-H)

E. CALIFORNIA JOINT POWERS INSURANCE AUTHORITY – CERTIFICATION OF INTERIM DIRECTOR ALTERNATE APPOINTMENT

It is recommended that your Board:

It is recommended that your Board provide delegated authority to the Interim Executive Director to appoint the LA-RICS designee to represent the Authority on the California Joint Powers Insurance Authority (CJPIA) in accordance with the provisions of Article 7 of the CJPIA.



Agenda Item E

F. ACCEPT 2013 URBAN AREAS SECURITY INITIATIVE (UASI) FUNDS

It is recommended that your Board:

1. Accept \$13,744,067 in grant funds from the Fiscal-Year 2013 UASI funds as distributed through the California Office of Emergency Services (CalOES); and
2. Authorize the Interim Executive Director to execute the 2013 UASI Sub-recipient Agreement, substantially similar to the enclosed from 2012, between the City of Los Angeles and the Authority.

Agenda Item F

G. AMENDMENT NO. 7 FOR PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES

It is recommended that your Board:

1. Approve an extension to Televate's contract term to December 30, 2016, to ensure there is no break in service while the Authority awaits a formal augmentation for PSBN Part 2 from NOAA/NTIA.
2. Approve an increase to the Maximum Contract Sum in the amount of \$189,975, increasing the Maximum Contract Sum amount from \$7,097,003 to \$7,286,978 that would allow Televate to assist the Authority with the development of the PSBN Part 2 plan and design until September 30, 2016.
3. Delegate authority to the Interim Executive Director to execute Amendment No. 7 with Televate, substantially similar in form to the Enclosure.

Agenda Item G

H. APPROVE SITE ACCESS AGREEMENT AND CONSENT TO SITE ACCESS AGREEMENT WITH THE COUNTY OF LOS ANGELES AND LOCKHEED MARTIN FOR A LAND MOBILE RADIO SYSTEM SITE

It is recommended that your Board:



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

Agenda Item H

IX. MISCELLANEOUS – (None)

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

XI. CLOSED SESSION REPORT

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

XII. ADJOURNMENT and NEXT MEETING:

Thursday, September 8, 2016, at 9:00 a.m., at the Los Angeles Sheriff's Department, Scientific Services Bureau, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.



BOARD MEETING INFORMATION

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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

July 7, 2016

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

Board Members Present:

Cathy Chidester, Director, EMS Agency, County of Los Angeles Department of Health Services
Mark R. Alexander, City Manager, CA Contract Cities Assoc.
Kim Raney, Chief of Police, City of Covina Police Dept.

Alternates For Board Members Present:

John Geiger, General Manager, CEO, County of Los Angeles
Chris Bundesen, Asst., Fire Chief, County of Los Angeles Fire Dept.
Dean Gialamas, Division Dir., Sheriff, Los Angeles County Sheriff's Dept.
Louis Perez, Deputy Chief, City of Inglewood Police Dept.
Chris Nunley, Captain, City of Signal Hill Police Dept.

Officers Present:

John Radeleff, LA-RICS Interim Executive Director

Absent:

Chris Donovan, Fire Chief, City of El Segundo Fire Dept.
Larry Giannone, Chief of Police, City of Sierra Madre Police Dept.

AGENDA ITEM A



I. CALL TO ORDER

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

II. ANNOUNCE QUORUM – Roll Call

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

III. APPROVAL OF MINUTES (A-D)

A. March 29, 2016 – Special Meeting Minutes

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

C. May 5, 2016 – Regular Meeting Minutes

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

Director Gialamas asked for a motion to approve the March and May 2016 Meeting Minutes; Alternate Member Chris Bundesen motioned first, seconded by Alternate Member John Geiger.

Ayes 7: Chidester, Raney, Geiger, Bundesen, Gialamas, Perez, and Nunley

Abstained 1: Alexander (did not attend the May 5, 2016 meeting)

MOTION APPROVED.

IV. PUBLIC COMMENTS – (None)

V. CONSENT CALENDAR – (None)

VI. REPORTS (E-F)

E. Director's Report – John Radeleff

Interim Executive Director John Radeleff stated we closed the UASI 2011. This is the first time we have spent the full amount of funds during the grant period, which is a full expenditure of \$18 million.

Senate Bill 1008 for the CEQA extension is in process with the committees.



Interim Executive Director John Radeleff informed the Board of an invite to speak at the National Association of Counties Telecommunication and Technology Steering Committee at the Long Beach Convention Center on July 22nd.

The LTE Project extension has been approved through September 30, 2016. LA-RICS is waiting final approval from NTIA for Phase 2 and this will provide \$37 million for the BTOP grant funds.

In regards to the LMR Project, the USAI Approval Authority has approved commitment of \$105 million to complete the build out of the system. FEMA has issued the FONSI, and we have deployed equipment at eight (8) sites but were not able to build due to lack of the construction waver. As of last night we were advised by FEMA that they have approved our construction waiver for UASI 2013, 2014 and 2016. We are pending written verification.

F. Project Manager's Report – Chris Odenthal

Jacobs Program Manager Chris Odenthal stated for PSBN/LTE, Round 1 network is undergoing final testing. Sites begin final acceptance testing next week (5 week process). Close-out books are being delivered, although they are incomplete because of the Site Acceptance Tests. Round 2 Site selection is in progress with certain work pending this Board's approval of the Jacobs amendment. We currently have a total of 45 sites, and are focused on approximately 38 that demonstrate feasibility. Final site selection will take approximately 60-90 days.

In regards to the LMR System Deployment, approval of construction Waiver allows work to be performed on all sites that have Site Access Agreements. Environmental Clearance from FEMA Environmental Historic Preservation (EHP) Environmental Management Information System (EMIS), for Group 1 (10 sites) and Group 2 (9 sites) is pending. We do have CEQA clearance, contract value true-up, and building permits for these sites. As stated in the monthly report, site drawing progress has been slow. MSI has stated that they are making efforts to change the process. The Authority is still waiting for MSI to deliver a schedule that reflects the redesign efforts. The LMR contract true-up is currently underway. Authority will be submitting an amendment to the contract to reflect accurate pricing for Phases 2 through 4 on each site. It is likely that the amendments will come in groups.

Interim Executive Director John Radeleff stated one of his recommendations was to have Chris Odenthal serve as the Program Manager, and he will now be providing the Project Manager Report. Board Member Mark Alexander stated, he is pleased with the change and the remaining Board Members agreed.



VII. DISCUSSION ITEMS (G-I)

G. Outreach Update

The purpose of this discussion item is to update your Board on the status of outreach activities pertaining to the Land Mobile Radio (LMR) project. Director Dean Gialamas shared his appreciation for the improved outreach efforts with the community. The communication with the community is a benefit and the feedback received has been very positive. Compliment's to the team for their efforts.

H. Replacement of Oversight Committee Member

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

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

I. Project Demonstration

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

Interim Executive Director Radeleff introduced LA-RICS staff to present the project demonstration. Demonstration provided was similar to the presentation at the last BOD Meeting. The objective is to see if the video would work with Band 14 and the system was successful. Strong-watch was used for the Rose Parade throughout the duration of the parade. Our public safety broadband network system was very successful; the videos were streaming back to the command post. The speed was higher than the commercial carrier's throughout the event. Live footage was presented at the demonstration and commands were being sent to a Deputy to show that the footage was live. Some devices that are used while patrolling the streets of Los Angeles were displayed. Vehicles and other devices were available in front of the building to view during the parade. Tests were completed against the



commercial carriers and were presented as well as the locations of lost coverage and full coverage.

VIII. ADMINISTRATIVE MATTERS (J-H)

(ITEM J WAS MOVED OUT OF ORDER TO AFTER ITEM O)

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

It is recommended that your Board:

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

Board Member Mark Alexander asked about the Funding Plan and the cost for administrative operations that are derived from the Sheriff's Department. He specifically asked if the Sheriff's Department is going to pass on the cost to the contract cities. Director Dean Gialamas stated we are actively working on getting that issue resolved. Board Member Mark Alexander stated that if there are discussions occurring with contract cities related to cost, he would like to be involved, Interim Executive Director Radeleff agreed.

Director Gialamas asked for a motion to approve, Director Dean Gialamas motioned first, seconded by Alternate Member Chris Bundesen.

Ayes 8: Chidester, Alexander, Raney, Geiger, Bundesen, Gialamas, Perez, and Nunley

MOTION APPROVED.

(ITEM K WAS MOVED OUT OF ORDER TO AFTER ITEM H)

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

It is recommended that your Board:

1. Approve the reinstatement of the City of Bell's Membership into LA-RICS; and



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

Board Member Mark Alexander asked for those cities that opt back in will they contribute to the cost for the time they opted-out. Alternate Member John Geiger and Director Dean Gialamas stated that they agree with Board Member Alexander. Director Dean Gialamas sated there will be a discussion sometime in the near future. There is no financial or operational impact to the Authority for the City of Bell returning as a member at this time. Board Member Cathy Chidester asked would the Finance Committee be considered to review this decision. Director Dean Gialamas stated yes the Finance Committee would be considered as well as other higher level stakeholders that would need to be involved.

Director Gialamas asked for a motion to approve, the Board's consensus was unanimous.

Ayes 8: Chidester, Alexander, Raney, Geiger, Bundesen, Gialamas, Perez, and Nunley

(ITEM L WAS MOVED OUT OF ORDER TO AFTER ITEM J)

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

It is recommended that your Board:

1. Approve Amendment No. 21 to the Project and Construction Management Services contract with Jacobs, in substantially similar form to the enclosed, to reflect the following:
 - a. Shift funds in the amount of \$1,274,360 from Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (System Integration) to Phase 1 (System Design) to ensure sufficient funds to cover Phase 1 activities for the LMR project of the Agreement Budget due to extended design activities related to certain federal sites.
 - b. Reflect an increase in the amount of \$369,541 for Long Term Evolution (LTE) Work related to the development of the Phase 2 buildout of the Public Safety Broadband Network (PSBN) for July 2016 through September 2016, contingent upon final approval from the National Oceanic and Atmospheric Administration (NOAA).



- c. Replace the Jacobs' contract Rate Schedule to reflect changes to the Jacobs' staffing.
 - d. Replace the Administration of Agreement to the Jacobs' contract to reflect changes to Jacobs' management assigned to the LA-RICS project.
 - e. Increase the Maximum Contract Sum by \$369,541 for the LTE project of the Agreement Budget from \$37,009,416, to \$37,378,957.
2. Delegate authority to the Interim Executive Director to execute Amendment No. 21 with Jacobs, substantially similar in form to the enclosed, and issue one or more Notices to Proceed for this Work.

Contracts Manager Jeanette Arismendez read into the record since the time of this Agenda posting the Authority did secure approval from NOAA for funds identified under recommendation 1b. Director Dean Gialamas asked for confirmation that the shift in funds is for the purpose of taking Phase 1 activities forward. Contracts Manager Jeanette Arismendez stated yes that's correct and later there may be an amendment to replenish funds, if needed. The recommendation is to move forward with the shifting of funds for work projected in Phase 1.

Director Gialamas asked for a motion to approve, Cathy Chidester motioned first, seconded by Board Member Mark Alexander.

Ayes 8: Chidester, Alexander, Raney, Geiger, Bundesen, Gialamas, Perez, and Nunley

MOTION APPROVED.

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

It is recommended that your Board:

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



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

Alternate Member John Geiger asked if the MOU would be between members or agencies other than members. Contract Manager Jeanette Arismendez stated there has been interest from many agencies that are not currently members, including those at a Federal level, and thus the intent is to provide these devices to demonstrate utility of the System and encourage participation. Alternate Member John Geiger stated he is good with this item as long as Counsel can confirm we are complying with all grant requirements regarding the loan of equipment that has been purchased under Federal funds. Board Member Mark Alexander asked if this is only for testing purposes. Contract Manager Jeanette Arismendez stated yes, that's correct. Board Member Cathy Chidester commented that this item will require more staff and it's not clear that it's for testing purposes only. Director Dean Gialamas asked for a recommendation for an amended motion. Alternate Member John Geiger suggested a designated term period for the testing via use of these devices. Board Member Mark Alexander stated that LA-RICS staff should provide a time frame for testing purposes. Director Dean Gialamas introduced a revision to the recommendation to add language that states that the use of the devices are for testing purposes on the Land Mobile Radio early deployment, and that language be added indicating there will be a specific term in the agreement for use of the equipment, and delegating authority to the Interim Executive Director to set the term..

Director Gialamas asked for s, Director Gialamas motioned first, seconded by Alternate Member John Geiger.

Ayes 8: Chidester, Alexander, Raney, Geiger, Bundesen, Gialamas, Perez, and Nunley

MOTION APPROVED.

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

It is recommended that your Board:

1. Delegate authority to the Interim Executive Director to execute MOUs with agencies, substantially similar in form to the enclosed, which would allow the Authority to loan Authority purchased PSBN Devices to agencies for use on the PSBN.



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

Board members engaged in discussion regarding whether similar revisions should be made to this MOU as in Item M. Program Manager Chris Odenthal stated this MOU is for a loan out of equipment for use on the PSBN System, which is complete, and different from the previous board item. Board Member Cathy Chidester also commented that members who want to use the equipment should be in good standing with the Authority. Counsel Truc Moore suggested that the recommended action could be amended to approve the MOU with added language that the equipment will be provided to those members/subscribers that are and will remain in good standing with the Authority, and for non-members/subscriber's there would be an established term for use of the equipment, as determined by the interim Executive Director.

Director Gialamas asked for a motion to approve, Director Gialamas motioned first, seconded by Alternate Member John Geiger.

Ayes 8: Chidester, Alexander, Raney, Geiger, Bundesen, Gialamas, Perez, and Nunley

MOTION APPROVED.

(ITEM O WAS MOVED OUT OF ORDER TO AFTER DISCUSSION ITEM K)

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

It is recommended that your Board:

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



2. Authorize the Interim Executive Director to finalize and execute, substantially similar in form to the enclosed, one or more SAAs, Consent to SAAs, and License and Indemnity Agreement with the County of Los Angeles, Southern California Edison Company, Ralphs Trust, and Morrison Ranch Estates Homeowners Association.

Board Member Mark Alexander asked if this was the same agreement that was used with the County. Counsel Truc Moore stated yes it's the same agreement.

Director Gialamas asked for a motion to approve, Alternate Member Louis Perez motioned first, seconded by Alternate Member John Geiger.

Ayes 8: Chidester, Alexander, Raney, Geiger, Bundesen, Gialamas, Perez, and Nunley

MOTION APPROVED.

IX. MISCELLANEOUS – (None)

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

XI. CLOSED SESSION REPORT

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

The Board entered into Closed Session at 9:57 a.m., and returned to Open Session at 10:45 a.m.; Counsel Truc Moore reported that the Board of Directors for LA-RICS Authority has approved a settlement agreement with the Brentwood Hills Home Owners Association, the Hillside Federation and the Mountains Recreation Conversation Authority. The settlement agreement resolves a disputed claim regarding the Authorities' compliance with CEQA for the LMR Project. The Board unanimously found that the approval of the settlement agreement is within the scope of the previously approved project EIR and that there have been no changes to the project that call for additional CEQA review.



MOTION APPROVED.

XII. ADJOURNMENT and NEXT MEETING:

Director Gialamas announced adjournment of this meeting at 10:47 a.m. The Board's consensus was unanimous. The next Board meeting will take place on Thursday, August 4, 2016, at 9:00 a.m., at the Los Angeles County Sheriff's Department, Hertzberg Davis Forensic Science Center, 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.



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Los Angeles Regional Interoperable Communications System

PROJECT DESCRIPTION

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

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

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

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

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

Location:

2525 Corporate Place, Suite 100
Monterey Park, CA 91754

Authority:

Los Angeles Regional Interoperable
Communications System

Management:

LA-RICS Project Team

Consultant:

Jacobs Program Management Company

Communications Vendor:

LMR - Motorola Solutions, Inc.

LTE - Motorola Solutions, Inc.



Monthly Report No. 52
For July, 2016
Submitted July 27, 2016

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AGENDA ITEM C

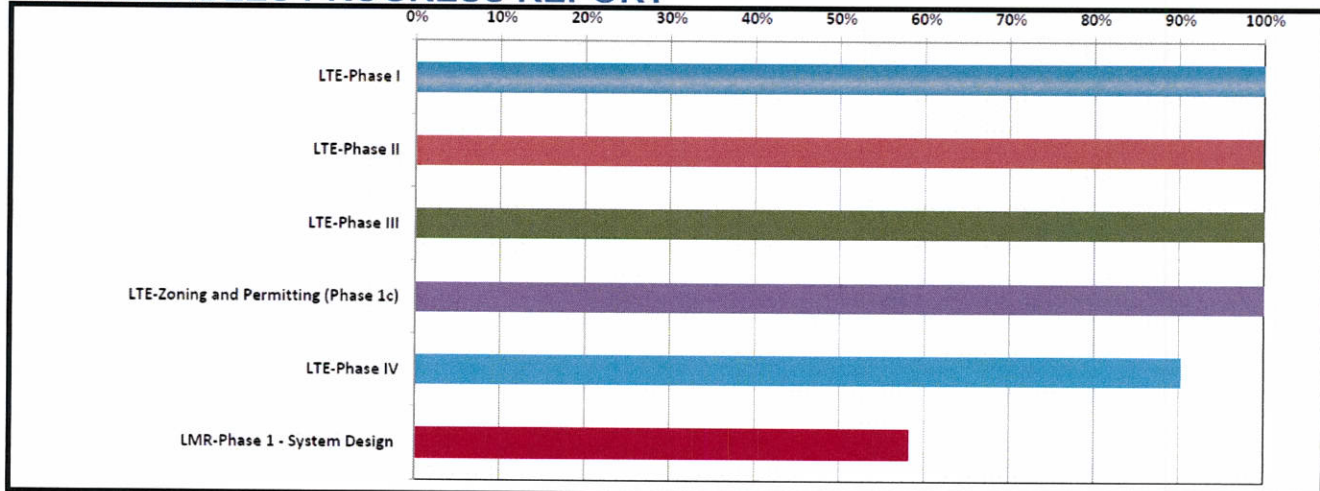
PROGRAM DASHBOARD

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

ACTIVITIES STATUS

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

DELIVERABLES PROGRESS REPORT



LA-RICS MASTER CALENDAR

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

LTE TECHNOLOGY UPDATES

- Ongoing IMS activities
- Weekly PSBN Warranty Period Implementation and Optimization Meetings are ongoing and should continue adding technical updates through 2016
- LTE project reports:
 - Weekly Status Report
 - Monthly Status Reports
 - Integrated Master Schedule (IMS)
- Remaining 10 COWS (SCE):
 - Power and BH are scheduled for install by end of August, 2016
 - SCE is providing a tracker of scheduled activities distributed on a weekly basis
 - SCE has completed infrastructure on 4 of the 10 COW locations
 - SCE COWs have been pushed into Q3 for final integration
- PSBN training for Authority and county personnel is scheduled through Q4 of 2016
 - MSI and the Authority is currently working through the ATP process realigning and adding alarm tests
 - During this process an ATP for Rancho was completed to flush out any missing content for the physical alarm test
 - Estimated start date is scheduled for July 18th
 - Jacobs has coordinated 2 teams divided between 63 sites and each team will schedule 2 sites per day
- Jacobs is coordinating with the Authority for an expansion program for LTE with an extension of BTOP funding by Congress with administration by NTIA
 - Expansion plan will require NTIA approval
 - In lieu of final approval from NTIA, LA-RICS was approved to move forward with ring creation, RF design and preliminary candidate selection consideration

LMR TECHNOLOGY UPDATES

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

LTE SITES/CIVIL DELIVERABLES

- NTIA has requested a monthly schedule describing activities and cost for the initial site selection and design through the end of September. Other activities to be included are initial environmental review, site constructability, including review of utilities, PD (project design), sketch of proposed equipment and tower location, and polygon design
- Network Operations Centers (NOC) 3 Locations
 - Two (2) of the NOC locations are completed including all hardware, one is at FCCF and the other at the LARICS HQ
 - The remaining location, Sheriff Communications Center, has (4) stations installed on a temporary basis until the construction is completed
 - SCC building is in the planning stages and Sherriff's are providing the space and room upgrades, including furniture, power etc.
- MSI will begin upgrade to the existing core located at FCCF from Rev-7 to Rev-9 commencing July 9 with a scheduled completion date of September 30
- A proposal to install core two is currently under internal discussion and the site location has been narrowed down to two county properties
- PSBN training for technicians is occurring and is scheduled through Q4 of 2016
- Special Events planning is ongoing
 - Weekly meetings have been scheduled and individuals have been tasked with providing research for applications and logistics
 - The upcoming Police Chief Association and Contract City demo's do not have final dates set
 - LA-RICS is attempting to place a COW at the Rose Bowl with the approval of the City of Pasadena.
 - Motorola has submitted all initial punch list close out books for review and the full Close out books, inclusive of as-builts, are to follow with an estimated completion day of August 7th

LMR SITES/CIVIL DELIVERABLES

- On July 8 Jacobs resubmitted the Group 2 data packages originally submitted to the City and FEMA on June 15
- Jacobs continued preparation of data packages for the Group 3 sites
- Jacobs submitted a letter to the City on July 11 for FEMA to submit to USFWS requesting concurrence on the Group 3 sites
- Jacobs continued drafting a cultural resources report for submittal to the USFS
- Jacobs began preparation of a supplement to the BRR for the feasibility sites, and is evaluating the sites for the applicable Section 106 analysis
- Jacobs attended site design walks with the Authority
- Jacobs is reviewing the mitigation monitoring and reporting plan received from MSI on July 21
- Jacobs is preparing a Findings to support the upcoming Board decision to replace site JPK with site JPK2
- Jacobs attended a teleconference with FEMA, Cal OES, LA City Mayor's office, and LA-RICS on July 13
- 68 site sketches have been received for review and approval by the authority as of 7/25/2016 of which 51 have been approved to move forward to design and drawing plan preparation
- 38 each 50% CD's have been received for review and approval by the authority as of 7/25/2016
- 13 each 75% CD's have been received for review and approval by the authority as of 7/25/2016
- Jacobs continues task of obtaining SAA's for 19 LMR sites (SAA's for remainder sites being processed by LA County CEO-RED)
- As of 7/25/2016, fourteen (14) executed SAA's are in place



Monthly Report - #29

Reporting Period: 6/20/16 thru 7/15/16

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

Motorola Solutions, Inc.



MOTOROLA SOLUTIONS

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1. Executive Summary

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

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

The LA-RICS PSBN program consists of the following five (5) phases; Phase 1 PSBN System Design, Phase 2 PSBN Site Construction and Site Modification, Phase 3 Supply PSBN Components, Phase 4 PSBN System Implementation, and Phase 5 PSBN Maintenance. Phases 1-4 must have construction activities substantially completed by September 30, 2015 to be in compliance with the BTOP grant funding program. The cost for all Work performed that is not covered by the BTOP grant program will be the sole responsibility of the Authority. Phase 5 provides the Authority with the first five (5) years of one year options for Motorola to provide system monitoring and maintenance services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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






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

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

This report covers the period from 6/20/16 to 7/15/16

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

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

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

2. Project Status

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

2.1 Tasks In-Progress and Completed

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

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

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

2.2 Tasks Planned for Next Period (7/18/16 thru 8/12/16)

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

Activity Name	Planned Status
LA-RICS Deliverables	
Provide Access to Sites	As needed
Power & Fiber Services for 10 SCE COW Sites	Started
Site Construction and Site Modification (Phase 2)	
Permit Clear for Applicable LTE Sites	In Progress
System Implementation (Phase 4)	
LTE EPC Install, Configuration, Testing	As Needed
COW Sites Install, Configuration, Commissioning / Test	In Progress
Submit Closeout documents & as-built drawings	In Progress
PSBN Training	In Progress
PSBN Acceptance Test Documentation	In Progress

2.3 Authority Look-Ahead Tasks (120-Day)

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

Activity Name	Start
LA-RICS Deliverables	
Provide Access to Sites	In Progress
Acceptance Test Plan	
Revised ATP Review and Approvals	In Progress
Site Design Activities	
Site Construction and Site Modification (Phase 2)	
Site Inspections & Permit Clear	In Progress
System Implementation (Phase 4)	
EPC & Network Management Installation Testing (<u>Potential Reconfiguration</u>)	As needed
PSBN Site Equipment Inspections	As needed
Cluster Tuning and Testing Review	In Progress (TBD)
PSBN Training Attendance	In Progress
PSBN As-Built Documentation Review	In Progress

3. Project Risk Register

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

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

4. Areas of Concern

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

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

5. Disputes and Claims

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

Dispute / Claim / Potential Claim	Status / Actions	Resolution Date
Testing Cancellation for Convenience	MSI delivered report with additional details on Work complete prior to suspension and termination. Authority to review second report.	TBD

6. Financial Status

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

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

7. LA-RICS PSBN Project Schedule

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

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See attached PSBN Summary Schedule (PDF file)



Monthly Report #35

Reporting Period: 06/20/16 thru 07/15/16

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

Motorola Solutions, Inc.



MOTOROLA SOLUTIONS

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1. Executive Summary

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

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

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

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

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

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

This report covers the period from 06/20/16 through 07/15/16

This month's report for the LA-RICS LMR program covers the reporting period from **06/20/16** through **07/15/16**.

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

The primary Phase 1 activities for this period include:

LMR System Redesign

LMR system redesign efforts continued this period to address the changes in sites listed in Amendments 17 through 19 and the agreed upon system coverage design enhancements for six (6) sites. System

Redesign activities for this period included frequency identification and planning, determination of site parameters for redesign, submittal of additional coverage design enhancement recommendations, and development of subsystem architecture changes based on the system redesign. Continued site refinement and site parameters will drive the next coverage design efforts. The Authority and MSI have been in active review sessions for the 2nd iteration of the coverage design.






Site Design Activities

Site design activities for this period included continued site evaluation walks, site sketch development and submittals, site survey walks, project description development and submittals for additional sites, Zoning Drawing development and submittal, and Construction Drawing development and submittal for Authority review. Additional activities included power load studies, evaluation of as-built drawings and tower mapping and tower structural analysis for the applicable sites.

LA-RICS Deliverables - Authority Site Access Agreements

Authority’s efforts to develop and execute the applicable Right of Entry and Site Access Agreements for the required sites in the LMR design are ongoing. As of this reporting period sixteen (16) Site Access Agreements have been executed. This activity is primarily being driven by the Authority’s Site Access Team in conjunction with LA County CEO Real Estate Division. The Authority continues to work with FEMA to obtain independent site environmental approvals which are required prior to the start of construction at a site. With the change of this activity from a task to a milestone it is no longer measuring progress and therefore we only show 0% or 100% complete for each Site Agreement.

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

LMR Project Dashboard			
Category	Rating	Change	Comments
Schedule			Independent site environmental approvals and Notice To Proceed milestones are under review for determination of schedule impact. Submission of permits and A&E drawings has negatively impacted the schedule. A revised schedule was submitted on 7/15 to reflect updated activities, constraints, and milestones and is currently under review.
Quality			Construction drawings process is slow, additional corrective actions are being put into place. Two additional A&E firms will be utilized going forward to increase throughput and quality.
Risk			Risk items have been identified regarding; Spectrum, Site Access Agreements, and Site Conditions. FEMA independent site environmental approvals required.
Scope			Scope is well defined although there may be increased scope in construction once geotechnical investigations are complete.
Budget			Budget reflects contract pricing and the True-up process has been stagnate during this period.

2. Project Status

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

2.1 Tasks In Progress or Completed

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

Activity Name	Activity Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
Additional Sites for Consideration Environmental Reviews	In Process
LMR System Redesign	
Redesign baseline site parameters & redesign development	In Process
Contract True-up of site designs and equipment for each site	In Process
Project Descriptions	
Develop Additional Project Descriptions (Amendments 16-19)	In Process
Site Design	
Site Walks and Site Sketch Development & Approvals	In Process
Develop Zoning Drawings & Approvals	In Process
Develop Construction Drawings & Approvals	In-Process

2.2 Tasks Planned for Next Period (07/18/16 thru 08/12/16)

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

Activity Name	Planned Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreement	On Going
Access to Core Sites	On Going
FEMA Environmental Site Approvals & Construction Waivers	In Process
Review and Approve Zoning and Construction Drawings	In Process
Notice To Proceed for applicable sites	On Plan to Start
Environmental Review & Documentation (Authority)	
Additional Sites for Consideration Environmental Reviews	In Process
LMR System Redesign	
Redesign baseline site parameters & redesign development	In Process
Contract True-up of site designs and equipment for each site	In Process
Project Descriptions	
Develop Additional Project Descriptions (Amendment 16-19)	In Process
Site Design	
Site Walks and Site Sketch Development & Approvals	In Process
Develop Zoning Drawings & Approvals	In Process
Submittal of Zoning Drawings	In Process

Activity Name	Planned Status
Develop Construction Drawings and Approvals	In Process
Submit Permits Drawings and Approvals	On Plan to Start

2.3 Authority Look-Ahead Tasks (120-Day)

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

Activity Name	Activity Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreement	09-Sep-13 A
LA-RICS Provides Access to Core Sites	18-Sep-13 A
FEMA Environmental Site Approvals & Construction Waivers	On Going
Review and Approve Zoning and Construction Drawings	On Going
Notice To Proceed for applicable sites	On Plan to Start
Environmental Review & Documentation (Authority)	
Additional Sites for Consideration Environmental Reviews	On Going
LMR System Redesign	
Complete Additional Project Descriptions Review (Amendment 16-19)	On Plan to Finish
Review and Approve Redesign baseline site parameters & redesign sections	On Plan to Finish
Contract True-up of site designs and equipment for each site	On Going
Site Design	
Schedule Access for the Development A&E Activities at Selected Sites	On Going
Review and Approve Site Sketches	On Going
Review and Approve Zoning Drawings	On Going
Review and Approve Construction Drawings	On Going
Review and Approve Building Permit Packages	On Going
Site Construction	
Outreach to Neighborhoods for Applicable Sites	On Plan to Start
Pre- Construction Packages Review & Approval	On Plan to Start
Site Construction Monitoring	On Plan to Start

3. Project Risk Register

Title	Assigned	Impact	Risk Description	Status
Site Parameters	Authority	High	Site parameters (e.g., tower heights) are different from the RFP and may impact System performance.	Active
Environmental Process	Authority	High	The individual determination of environmental impacts or mitigations may impact site work. Individual environmental	Active

Title	Assigned	Impact	Risk Description	Status
			releases from FEMA are required to start work at sites.	
Site Access Agreements	Authority	High	Lease holders approvals are needed in order to implement LA-RICS improvements at sites.	Active
Project Schedule	Authority	High	Overall project schedule and individual site permit submissions/work starts impacted by implementation of LMR System redesign enhancements, slow A&E construction development progress, and individual site true-ups.	Active

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	Site construction has been prioritized by groups. Permits for the initial group of 10 sites are still pending approved drawings.
02-02	System Design impacts due to changes in site conditions	Motorola and the Authority have analyzed probable site changes and suitable site replacement candidates. Adjusted tower heights and undetermined site parameters at several of the sites will impact the coverage. System redesign efforts will determine system impacts. Impact includes, microwave backhaul, equipment reconfigurations, channel plan changes, system coverage, licensing, and site design and permitting.

5. Disputes and Claims

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

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

6. Financial Status

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

Invoice Payment Category	Invoice Payment Totals
Contract Sum Full Payable Amount (Amendment 19)	\$154,067,733
Cumulative Invoice Payments from Last Report	\$ 46,971,146
Total Invoice Payments This Period	\$ 10,507
Remaining Amount to be Paid	\$107,086,080

7. LA-RICS Master Schedule

MSI submitted the revised implementation schedule that includes the latest list of sites and the Authority's actual and projected dates for Site Access Agreements, FEMA independent site environmental approvals, FEMA construction waivers, and site Notice to Proceeds. The delivered schedule includes Phases 1-3. The Authority and MSI will conduct joint meeting to the schedule. Phase 4 Implementation will be incorporated into the master schedule after review of Phases 1-3.

An exported file (XER) of the master schedule for Phases 1-3 are being delivered on a weekly basis. The following is summary level of the project for Phases 1-3 and organized in the identified grouping of sites.

LA-RICS LMR
Executive Schedule Summary

Activity Name	Start	Finish	2016												2017														
			Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Priority 1 Sls	5 Nov-15A	27 Mar-17																											
LA-RICS LMR Phase 1	5 Nov-15A	19 Nov-15																											
LA-RICS LMR Phase 2	19 Jul-16	27 Mar-17																											
LA-RICS LMR Phase 3	19 Jul-16	3 Mar-17																											
Priority 2 Sls	3 Dec-15A	19 Jul-17																											
LA-RICS LMR Phase 1	3 Dec-15A	1 Feb-17																											
LA-RICS LMR Phase 2	3 Dec-15A	19 Jul-17																											
LA-RICS LMR Phase 3	28 Sep-16	25 May-17																											
Priority 3 Sls	15 Nov-15A	14 Mar-18																											
LA-RICS LMR Phase 1	15 Nov-15A	8 Sep-17																											
LA-RICS LMR Phase 2	14 Oct-16	14 Mar-18																											
LA-RICS LMR Phase 3	15 Sep-16	8 Jan-18																											
Priority 4 Sls	15 Nov-15A	30 Apr-18																											
LA-RICS LMR Phase 1	15 Nov-15A	3 Nov-17																											
LA-RICS LMR Phase 2	15 Nov-16	30 Apr-18																											
LA-RICS LMR Phase 3	15 Jul-16	6 Mar-18																											
Priority 5 Sls	3 Dec-15A	30 Apr-18																											
LA-RICS LMR Phase 1	3 Dec-15A	27 Oct-17																											
LA-RICS LMR Phase 2	1 May-17	30 Apr-18																											
LA-RICS LMR Phase 3	1 May-17	23 Feb-18																											

Summary



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

August 4, 2016

To: LA-RICS Authority Board of Directors

From: John Radeleff
Interim Executive Director

OUTREACH UPDATE

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

Municipality	Meeting Date
<i>City of Cerritos</i>	July 18, 2016
<i>City of Los Angeles</i>	July 18, 2016
<i>Department of Justice, Chief Information Officer</i>	July 20, 2016
<i>81st National Association of Counties Annual Conference and Exhibition</i>	July 22, 2016

Interim Executive Director John Radeleff and representatives from the LA-RICS Team continued their ongoing outreach by meeting with Deputy Assistant Attorney General Joseph Klimavicz, CIO for the U.S. Department of Justice, and his staff to discuss shared issues and potential cooperation regarding the LMR and Long Term Evolution (LTE) system

The LA-RICS Team attended the 81st National Association of Counties Annual Conference and Exhibition at the Long Beach Convention Center, where staff provided a static display and demonstrations to attendees. Interim Executive Director participated in a FirstNet panel discussion attended by elected officials from throughout the nation.

Lastly, the LA-RICS Communication Team held its first meeting to discuss recommended changes to our current Outreach Plan and to develop a new strategy that is focused on establishing a more prominent social media presence, revamping the website and updating all handouts and newsletter materials.

WST:pl



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<http://www.la-rics.org>

JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

August 4, 2016

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

Dear Directors:

CALIFORNIA JOINT POWERS INSURANCE AUTHORITY – CERTIFICATION OF INTERIM DIRECTOR ALTERNATE APPOINTMENT

RECOMMENDED ACTION

It is recommended that your Board provide delegated authority to the Interim Executive Director to appoint the LA-RICS designee to represent the Authority on the California Joint Powers Insurance Authority (CJPIA) in accordance with the provisions of Article 7 of the CJPIA.

BACKGROUND

At the Authority Board meeting of June 19, 2013, your board delegated authority to the Executive Director, on behalf of the JPA, to take all necessary actions to become a member of the CJPIA, and to participate in its liability program for self-insured loss pooling at the limits previously specified. On June 26, 2013 the CJPIA Executive Committee voted unanimously to allow membership to the Authority. As part of the membership process, the CJPIA requires the attached Certification of Director and Alternate(s) must be completed and return to the CJPIA. We return to your Board today to request to delegate authority to the interim executive director to select and complete the required Certifications for CJPIA membership.

Board Member Mark Alexander is currently the Board designee for CJPIA.

FISCAL IMPACT/FINANCING

There is no fiscal impact.

AGENDA ITEM E

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions.

Respectfully submitted,



JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

JR:WST:pl

Enclosure

c: Counsel to the Authority



CERTIFICATION OF DIRECTOR AND ALTERNATE(S)

I hereby certify that as of this date, the Official Minutes and Records of the Board of the Los Angeles Regional Interoperable Communications System (LA-RICS) confirm that the following persons have been appointed to represent the LA-RICS, in accordance with the provisions of Article 7 of the California Joint Powers Insurance Authority Joint Powers Agreement.

DIRECTOR (Board Member):

<u>Mark Alexander</u> Name	<u>LA-RICS Board Member</u> Title	<u>malexander@lcf.ca.gov</u> email address
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ALTERNATE(S) (one or more, may be Board Member or staff):

<u>John Radeleff</u> Name	<u>Interim Executive Director</u> Title	<u>John.Radeleff@la-rics.org</u> email address
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_____ Name	_____ Title	_____ email address
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_____ Name	_____ Title	_____ email address
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_____ Name	_____ Title	_____ email address
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Priscilla Lara, LA-RICS Board Secretary
Secretary Signature

Los Angeles Regional Interoperable Communications System (LA-RICS) Authority
Agency (please print agency name)

Date



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

August 4, 2016

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

Dear Directors:

ACCEPT 2013 URBAN AREAS SECURITY INITIATIVE (UASI) FUNDS

SUBJECT

Board approval is requested to accept the LA-RICS Project's allocation of the 2013 Urban Areas Security Initiative (UASI) funds.

RECOMMENDED ACTION

It is recommended that your Board:

1. Accept \$13,744,067 in grant funds from the Fiscal-Year 2013 UASI funds as distributed through the California Office of Emergency Services (CalOES); and
2. Authorize the Interim Executive Director to execute the 2013 UASI Sub-recipient Agreement, substantially similar to the enclosed from 2012, between the City of Los Angeles and the Authority.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Board's acceptance of grant funds and authorization of the Interim Executive Director to execute the Sub-recipient Agreement will allow the Authority to request reimbursement for approved project expenditures. Project expenditures for the UASI 2013 grants include Land Mobile Radio project management, environmental work, certain system design work, construction and equipment purchase.

AGENDA ITEM F

FISCAL IMPACT/FINANCING

These grants are fully funded by the Department of Homeland Security through CalOES. There is no matching fund requirement.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions.

AGREEMENTS/CONTRACTING PROCESS

The recommended actions will authorize the Interim Executive Director to execute the Sub-recipient Agreement with the City of Los Angeles. The City of Los Angeles is the administrator of the UASI 2013 grant, and has advised Authority staff the Sub-recipient Agreement is being finalized, pending grant performance period extension notification from Federal Emergency Management Agency. It is expected that the Sub-recipient Agreement for the UASI 2013 will not differ materially from the agreement for the UASI 2012 grant.

Respectfully submitted,



JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

SOC:lt:pl

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Enclosure

c: Counsel to the Authority



SUBRECIPIENT AGREEMENT

Jurisdiction: Los Angeles Regional Interoperable Communications System Authority ("LA-RICS"), a joint powers authority

Title: FY 12 Urban Area Security Initiative (UASI) Grant Program

City Contract Number _____

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V.

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EXHIBITS

- Exhibit A Insurance (Not applicable to this Agreement)
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Exhibit C Certification Regarding Lobbying
- Exhibit D Certification Regarding Drug Free Requirements
- Exhibit E Grant Assurances
- Exhibit F Grant Guidance Materials
- Exhibit G Workbook Ledgers
- Exhibit H Modification Request Form
- Exhibit I Sole Source Request Form
- Exhibit J Reimbursement Request Form
- Exhibit K CalOES Approved Forms
- Exhibit L Technology Standards
- Exhibit M Budget

AGREEMENT NUMBER _ OF CITY CONTRACTS

BETWEEN
THE CITY OF LOS ANGELES
AND LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
AUTHORITY ("LA-RICS"), A JOINT POWERS AUTHORITY

THIS SUBRECIPIENT AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation (the "City,"), and the Los Angeles Regional Interoperable Communications System Authority ("LA-RICS"), a joint powers authority created under the laws of California (the "Subgrantee" or "Subrecipient").

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security ("DHS"), through the Grant Programs Directorate within the Federal Emergency Management Agency ("FEMA" and along with DHS, collectively "Grantor"), has provided financial assistance to the Los Angeles/ Long Beach Urban Area ("LA/LBUA") through the Fiscal Year ("FY") 2012 Urban Areas Security Initiative Grant Program ("UASI 12" or the "Grant"), Catalog of Federal Domestic Assistance ("CFDA") 97.067 in the amount of \$50,654,524.00 ("Grant Funds"), such Grant Funds having been awarded by Grantor to the City, as a Core City, for use in the LA/LBUA and such Grant having been accepted by the City Council on December 14, 2012 (C.F. #12-0930); and

WHEREAS, the LA/LBUA consists of the City of Los Angeles, the City of Long Beach, the unincorporated area of the County of Los Angeles, and participating jurisdictions, including the Subrecipient; and

WHEREAS, the Grant is administered for the LA/LBUA by the City of Los Angeles and is overseen by the California Emergency Management Agency ("CalEMA") and its successor agency, the California Governor's Office of Emergency Services (along with CalEMA, "CalOES"); and

WHEREAS, the Grant is being provided to support the development, sustainment and of core capabilities as outlined in the National Preparedness Goal by addressing the unique equipment, training, planning, organization, and exercise needs of the LA/LBUA, and assisting it in building an enhanced and sustainable capacity to prevent, protect against, mitigate, respond to, and recover from acts of terrorism; and

WHEREAS, the City has designated the Mayor's Office of Public Safety ("Mayor's Office") to provide for the proper monitoring of the funding and administration of the Grant; and

WHEREAS, on or about September 29, 2015 the Grantor approved extending the grant performance period to May 31, 2016 ("First Extension") and such First Extension having been accepted by the Los Angeles City Council on February 2, 2016 (C.F. #12-0930); and

WHEREAS, on or about May 23, 2016 the Grantor approved extending the grant performance period to July 31, 2016 ("Second Extension") and such Second Extension having been accepted by the City pursuant to authorization provided under Section 14.8 of the Los Angeles Administrative Code; and

WHEREAS, the Mayor's Office wishes to disburse UASI 12 Grant Funds allocated to the Subrecipient as a participating jurisdiction in the LA/LBUA in accordance with this Agreement; and

WHEREAS, the City and Subrecipient are desirous of executing this Agreement as authorized by the Los Angeles City Council and the Mayor (C.F. #12-0930, dated December 14, 2012).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and the Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

I.
INTRODUCTION

§101. Parties to the Agreement

The Parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012; and
- B. Los Angeles Regional Interoperable Communications System Authority (“LA-RICS”), a joint powers authority, having its principal office at 2525 Corporate Place, Suite 100, Monterey Park, CA 91754.

§102. Representatives of the Parties and Service of Notices

A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- 1. The representative of the City of Los Angeles shall be, unless otherwise stated in this Agreement:

Jeff Gorell, Deputy Mayor Mayor’s
Office of Public Safety 200 N.
Spring Street, Room 303 Los
Angeles, CA 90012 Phone: (213)
978-0687 Fax: (213) 978-0718
Email: jeff.gorell@lacity.org

- 2. The representative of the Los Angeles Regional Interoperable Communications System Authority (“LA-RICS”), a joint powers authority shall be:

John Radeleff, LA-RICS Interim Executive Director 2525
Corporate Place, Suite 100, Monterey Park, CA 91754 Office:
323-881-8290 Fax: 323-264-0718 Email:
john.radeleff@la-rics.org

with a copy to:

Susy Orellana-Curtiss 2525 Corporate
Place, Suite 100 Monterey Park, CA 91754
Office: (323) 881-8292 Fax: (323)
264-0718 Email:
Susy.Orellana-Curtiss@la-rics.org

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City by virtue of this Agreement.

§104. Conditions Precedent to Execution of This Agreement

Subrecipient shall provide copies of the following documents to the City, unless otherwise exempted.

- A. [Intentionally Omitted]
- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Orders 12549 and 12689 in accordance with §415.A.12 of this Agreement and attached hereto as Exhibit B and made a part hereof. Subrecipient hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.
- C. Certifications and Disclosures Regarding Lobbying in accordance with §415.A.4 of this Agreement and attached hereto as Exhibit C and made a part hereof. Subrecipient shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient. Subrecipient hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.
- D. Certification Regarding Drug Free Workplace Requirements in accordance with § 415.A.13 of this Agreement and attached hereto as Exhibit D and made a part hereof. Subrecipient hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.

THIS SECTION INTENTIONALLY LEFT BLANK

II.

TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall be from July 1, 2015 to July 31, 2016 (the "Term"); provided, however, that any and all expenditures made by Subrecipient shall be reimbursed by Subrecipient's allocation of Grant Funds pursuant to this Agreement only if such expenditures were made no later than 30 days prior to the end of the Term of this Agreement (the "Expenditure Deadline"). Any and all expenditures made by Subrecipient after the Expenditure Deadline shall not be reimbursed under this Agreement unless, prior to such expenditure, the Mayor's Office, in its sole discretion, has approved in writing the making of such expenditure after the Expenditure Deadline. Subrecipient shall cooperate with any necessary close out activities in connection with its use of the Grant Funds. The Budget is attached as Exhibit M hereto. The City and Subrecipient each acknowledge that such Budget has been approved by each of them and shall be the Budget under the Agreement.

§202. Use of Grant Funds

- A. Subrecipient's allocations and use of funds under this Grant shall comply and be in accordance with, and subject to, the guidance, regulations and requirements set forth in the following: (1) DHS FY 2012 Homeland Security Grant Program Funding Opportunity Announcement ("DHS 12 Guidance"), (2) Grantor Information Bulletins, (3) CalEMA 2012 Recipient Handbook ("CalEMA 12 Handbook"), (4) CalEMA FY 12 Homeland Security Grant Program California Supplement to the Federal Funding Opportunity Announcement and Application Kit ("CalEMA 12 Supplement"), (5) CalEMA and CalOES Grant Management Memos ("GMM"), (6) the current editions of the Office of Justice Programs ("OJP") Financial Guide and the DHS Financial Management Guide, (7) Grantor's Grants Management Common Rule as codified in Title 44 Code of Federal Regulations (CFR) Part 13, (8) CalEMA FY 12 Grant Assurances, attached hereto as Exhibit E and made a part hereof, (9) DHS Standard Administrative Terms and Conditions set forth in Section 6.1.1 of the DHS Chief Financial Officer financial management policy manual available at <http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf> ("DHS Terms and Conditions") and (10) this Agreement. Subrecipient shall use the Grant Funds allocated to it to support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments and projects identified in the Investment Justifications, which were submitted as part of the California FY 2012 Homeland Security Grant Program application. Further, use of the Grant Funds is limited to those investments and projects included in the California FY12 Investment Justifications submitted to DHS/FEMA/CalOES and evaluated through the peer review process. Subrecipient shall comply with any cost sharing commitments included in

such FY12 Investment Justifications, where applicable. Subrecipient agrees that Grant Funds will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds, and, upon request by the City, CalOES and Grantor, Subrecipient shall be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds. Subrecipient shall assure that the Grant Funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies. Subrecipient shall use its allocation of Grant Funds in a manner consistent with the components of the National Preparedness System as set forth by the Grantor.

- B. Subrecipient hereby certifies that it has the legal authority to apply for the financial assistance given through the Grant and has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Grant Funds.

Subrecipient shall assure that Grant Funds allocated to it are used for allowable, fair and reasonable costs only and will not be transferred between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years. Subrecipient agrees that it will comply with the provisions and prohibitions regarding duplication of Federal assistance as set forth in 2 CFR Parts 220, 225, 225 Appendix A paragraph (C)(3)(c), 230 and 48 CFR Part 31.2, whereby any cost allocable to a particular federal award or cost objective under the principles provided for in the Grant or this Agreement may not be charged to other federal awards to overcome fund deficiencies. Subrecipient shall also comply with the applicable provisions of the Improper Payments Information Act (IPIA) of 2002 (P.L. 107-300), as amended.

Subrecipient shall notify City and CalOES of any developments that have a significant impact on Grant Fund supported activities of Subrecipient, including changes to key program staff. Subrecipient shall cooperate with any special reporting, assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities contemplated by this Agreement.

Subrecipient shall not be delinquent in the repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. Additional information and guidance may be found in OMB Circular A-129, form SF-424B, item number 17.

Subrecipient shall comply with the requirement of 31 U.S.C. Section 3729, which sets forth that no subgrantee, recipient or subrecipient of federal funds or payments shall submit a false claim for payment, reimbursement or advance. In the event of a violation of such requirement, Subrecipient agrees to be subject to the administrative remedies as found in 38 U.S.C. Section 3801-3812, addressing false claims and statements made.

- C. Subrecipient and the City have previously completed a mutually approved Budget/Expenditure Plan as incorporated in the Financial Management Forms Workbook which was approved by CalEMA prior to the execution of this Agreement (the "Budget"). The Budget contains detailed listings of items and projects for expenditures under the terms of this Agreement and the Grant, and Subrecipient shall use the funds disbursed under this Agreement only for such items.
1. Any request by Subrecipient to modify the Budget must be made in writing and accompanied by a completed Modification Request Form, attached hereto as Exhibit H. All modification requests must be approved in writing by the City during the Term of this Agreement to be effective.
 2. Budget modification requests must be submitted to the City no later than 30 days before the end of each fiscal quarter for which the modification is sought. Submissions made after the deadline will be returned to the Subrecipient and will not be accepted until the following submission period. The City will notify the Subrecipient in writing if modification requests are inaccurate and/or incomplete. Inaccurate and/or incomplete modification requests shall be returned to the Subrecipient for revision and shall be accepted by the City when modification requests are accurate and complete. Subrecipient shall not expend any funds on modified budget items for which reimbursement by Grant Funds is sought until such modification is approved by the City and CalOES/Grantor.
 3. Final modification requests must be submitted to the City no later than 30 days prior to the end of the Term to provide the City time to meet CalOES/Grantor requirements. At that time, any unexpended funds may be re-directed to other needs across the LA/LBUA. The City will notify Subrecipient, in writing, when unexpended balances may be re-directed.
- D. Subrecipient shall complete a UASI 12 Project Timeline ("Project Timeline") provided by the City to manage its allocation of the Grant Funds. Subrecipient shall provide a completed Project Timeline and any reports requested by the City regarding performance of this Agreement by a date specified by the City. Plans and reports shall be provided in a timely manner. The completion of each milestone and deliverable referenced in the Project Timeline is subject to the prior review and written approval of the City. Subject to prior City approval, Subrecipient shall

update the Project Timeline quarterly, if necessary, and provide such updates to the City in order to monitor and evaluate Subrecipient's performance. Failure to meet any milestones or deadlines as set forth in Subrecipient's Project Timeline may result in the City reducing Grant Funds allocated to the Subrecipient, as more fully set forth in §301 of this Agreement.

- E. Any request by Subrecipient to extend the time of performance for a project must be made in writing to the Mayor's Office. Project extension requests must be submitted to the City no later than 120 days before the end of the applicable project time of performance set forth in the Project Timeline. The City will notify the Subrecipient in writing if project extension requests are inaccurate and/or incomplete. Inaccurate and/or incomplete project extension requests shall be returned to the Subrecipient for revision and shall be accepted by the City when project extension requests are accurate and complete. All extension requests must be approved by CalOES, in its sole discretion, in writing during the term of this Agreement to be effective.
- F. Any equipment acquired pursuant to this Agreement shall be authorized, subject to, and in compliance with the CalEMA 12 Handbook, CalEMA 12 Supplement, GMMs, UASI Authorized Equipment List (<https://www.rkb.us>), Grantor Information Bulletins, DHS Terms and Conditions and DHS 12 Guidance. Subrecipient shall provide the City a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements, which include, but are not limited to, those regulations set forth in OMB Circulars A-87, A-21, A-21, A-102 A-110, A-122, A-133, Executive Order (E.O.) 12372, the current edition of the DHS Financial Management Guide, and Title 44 CFR Part 13. Subrecipient shall maintain equipment acquired or obtained with Grant Funds in accordance with the provisions set forth in 44 CFR §13.32. Any and all property or equipment purchased in connection with this Agreement shall revert to CalEMA if the Grant Funds allocated to the Subrecipient are deobligated/disallowed and/or not promptly repaid as required by applicable Grant regulations.

Any equipment acquired or obtained with Grant Funds:

- 1. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the LA/LBUA, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;

2. Shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
- G. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one (1) year or more. Items costing less than \$5,000, but falling into the following categories are also considered Equipment: (1) electronics communications equipment for stationary or vehicular use, including cellular telephones acquired by lease or purchase, and (2) electronic office equipment, including facsimile machines, copiers, electric typewriters, personal computers (monitors and CPU's), terminals and printers.
1. Equipment shall be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
 2. Subrecipient shall make Equipment available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.
 3. An equipment ledger, attached hereto as Exhibit G, shall be maintained for each item of Equipment acquired for the program. This record must be updated quarterly and forwarded to the City along with completed reimbursement request forms (Exhibit J), when applicable. Records must be retained pursuant to the current edition of the DHS Financial Management Guide, and Title 44 CFR Part 13 and all other applicable Grantor regulations. For each piece of equipment, the record shall include:
 - (a) The line item number and project number as stated in the Budget
 - (b) The equipment description as stated in the Budget
 - (c) The Authorized Equipment Listing number (AEL) found at <http://www.rkb.mipt.org>
 - (d) The AEL title
 - (e) The invoice number
 - (f) The vendor
 - (g) Total cost (prime vendor)

- (h) Total cost (general)
 - (i) Cash request #
 - (j) Acquired date
 - (k) ID Tag #
 - (l) The condition and disposition of the equipment, indicating whether it is new or used
 - (m) The deployed location, including the address and/or name of the facility where the equipment is located
 - (n) The name and contact information to whom the equipment is assigned.
 - (o) Environmental and Historical Preservation (EHP) Notes
4. All equipment obtained under this Agreement shall have an LA/LBUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible. Subrecipient also agrees that, when practicable, any equipment purchased with Grant Funds shall be prominently marked as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security.*"
 5. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every year.
 6. Subrecipient must obtain a performance bond for any equipment item over \$250,000; or any vehicle, aviation or watercraft (regardless of the cost) financed with UASI grant funds.
 7. Requests for aviation equipment must be made in writing and accompanied by a completed Aviation Equipment Request form, attached hereto as Exhibit K.
 8. Requests to establish or enhance Emergency Operation Centers (EOCs) must be made in writing and accompanied by a completed Establish/Enhance EOC Request form, attached hereto as Exhibit K.
 9. Requests to establish or enhance the LA/LBUA Joint Regional Intelligence Center (JRIC) must be made in writing and accompanied by a completed Establish/Enhance JRIC Request form, attached hereto as Exhibit K.
 10. Aviation, EOC, Watercraft, EHP and JRIC Request forms must be approved by CalOES in writing during the term of this Agreement. Request forms must be submitted to the City within 60 days of project commencement date. Purchases may not be made nor may the project commence until Request forms are submitted to and approved by the City. The City will notify the Subrecipient in

writing if Request forms are inaccurate and/or incomplete. Inaccurate and/or incomplete Request forms shall be returned to the Subrecipient for revision and shall be accepted by the City when Request forms are accurate and complete.

11. If applicable, Subrecipient must meet the deadline for the any equipment items listed in its Project Timeline, as approved by the City.
 12. Notwithstanding anything to the contrary in this Agreement, Equipment must meet all mandatory regulatory and/or Grantor adopted standards to be eligible for purchase using Grant Funds. In addition, Subrecipient shall be responsible for obtaining and maintaining all necessary certifications and licenses for the requested Equipment.
- H. Any training, planning, or organizational activities paid or any exercise undertaken pursuant to this Agreement shall be authorized, subject to, and in compliance with the CalEMA 12 Handbook, CalEMA 12 Supplement, GMMs, Grantor Information Bulletins, and DHS 12 Guidance. A catalogue of Grantor approved and sponsored training courses is available at http://www.firstrespondertraining.gov/odp_webforms. Subrecipient must have a City approved, tangible deliverable for all planning projects. Plans and reports for all organizational activities shall be in the form requested by the City, and shall be provided in a timely manner. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <http://hseep.dhs.gov>. Reference materials and additional details are available at <http://www.oes.ca.gov>.
- I. Funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the Federal and State approved privacy policies, and achieve (at a minimum) a baseline level of capability as defined by the Fusion Capability Planning Tool.
- J. As required by CalOES, the City shall provide Subrecipient with an electronic, interactive, Financial Management Forms Workbook, based on the pro forma template, incorporated herein by reference. Subrecipient shall continuously maintain the Project Management Workbook to access, complete and update the following documents:
- (1) Reimbursement Checklist
 - (2) Reimbursement Request Form
 - (3) Equipment Ledger
 - (4) Training Roster
 - (5) Exercise Roster
 - (6) Planning Roster

- K. Any and all requests for Sole Source procurements or contracts must be approved by the City and CalOES prior to Subrecipient entering into such contract. Such request shall be made on a Sole Source Request Form, as attached hereto as Exhibit I. Any such request may be denied by City and CalOES in their sole discretion.
- L. Any Grant Funds allocated to the Subrecipient which are used for the improvement of real property must be promptly repaid following deobligation/disallowment of such costs. CalEMA shall have the right to place a lien on any such improved real property for any amounts owed in connection with such deobligation/disallowment.
- M. Subrecipient agrees that any equipment, products, exercise, training, planning and organizational activities or any other services purchased, or the costs of which are reimbursed by, Grant Funds shall comply with any and all technological and/or interoperability specifications and standards as may be approved by the LA/LBUA region, and such products, services or activities not so compliant shall be not eligible for reimbursement by Grant Funds. A list of technological standards currently approved by the LA/LBUA region is attached as Exhibit L. Subrecipient shall further ensure that it retains from its contractors, subcontractors, and vendors all rights related to inventions, copyrightable materials, and data as set forth in Section 416 of this Agreement.
- N. When using Grant Funds to support the purchase of emergency communication equipment or activities related to the provision of emergency communications equipment, Subrecipient shall comply with the FY 2014 SAFECOM Guidance on Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.

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III.

PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The City of Los Angeles shall disburse to Subrecipient its allocated Grant amount of Eighteen Million, Two Hundred Sixty-Three Thousand, Five Hundred Seventy-Nine Dollars (\$18,263,579) to be used for purchase of equipment, planning, exercises, organizational activities, and training as described in Section 202 above. The Grant Amount represents the amount allocated to Subrecipient in the UASI 12 grant award and budget, as may be amended. The disbursement shall be made on a reimbursement basis only.

Subrecipient shall maintain procedures to minimize the time elapsing between the award of Grant Funds and the expenditure of funds to be reimbursed by such Grant Funds.

- B. Subrecipient shall prepare, maintain and provide to the City invoices requesting payment as well as purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from Grant Funds is sought under this Agreement. All such supporting documentation shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of the Subrecipient, and the City will not reimburse the Subrecipient for any costs incurred for such preparation. The City may request, in writing, changes to the content and format of such documentation at any time, and the City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. In addition, each reimbursement request shall be accompanied by the Reimbursement Request Form (Exhibit J) and Equipment Ledger (Exhibit G), Training Roster (Exhibit G), Planning Roster (Exhibit G) and/or Exercise Roster (Exhibit G), as applicable, detailing the expenditures made by Subrecipient as authorized by Section 202 above. For equipment for which Subrecipient is requesting reimbursement, an equipment ledger (Exhibit G) and all appropriate back-up documentation must be attached to the reimbursement form, including invoices and supporting documentation, including proof of payment and proof of delivery. For training and exercise reimbursements, Subrecipient must include a copy of the class training roster (Exhibit G) or class exercise roster (Exhibit G) verifying training attendees, proof that a CalOES tracking number has been assigned to the course, and supporting documentation, including timesheets and payroll registers for all training attendees.

1. The Grantor seeks to encourage Regional Projects, where two or more jurisdictions or Urban Areas join together on a given project

for the common good of the region. For regional project reimbursements, Subrecipient must include approval from the lead agency for all submitted invoices.

2. Reimbursement requests must be submitted to the City monthly. Final reimbursement requests for the grant period must be submitted to the City no later than 30 days prior to the end of the Term. The City will notify the Subrecipient in writing if reimbursement requests are inaccurate and/or incomplete. Inaccurate and/or incomplete reimbursement requests shall be returned to the Subrecipient for revision and shall be accepted by the City when reimbursement requests are accurate and complete.
- C. Payment of final invoices shall be withheld by the City until the City has determined that Subrecipient has turned in all supporting documentation and satisfied the requirements of this Agreement.
- D. If applicable, Subrecipient must account separately for all interest income earned from the Grant Funds. In accordance with Grantor regulations and 44 CFR Part 13, interest earned on Grant Funds must be reported and returned to the City. Subrecipient will maintain records of and account for any interest earned, if applicable, on Grant Funds. If applicable, Subrecipient shall promptly return to the City all Grant Funds received which exceed the approved, actual expenditures as accepted by CalOES and Grantor. In the event the amount of the Grant Funds allocated to Subrecipient is reduced, the reimbursement payable to the Subrecipient will be reduced accordingly.
- E. It is understood that the City makes no commitment to fund this Agreement beyond the terms set forth herein. Funding for all periods of this Agreement is subject to the continuing availability to the City of federal funds for this program from the Grantor. The Agreement may be terminated immediately upon written notice to Subrecipient of such loss or reduction of Federal grant funds.
- F. The City reserves the right at any time to modify the amount of Grant Funds allocated to the Subrecipient in this Agreement in the event that the Subrecipient does not meet milestone spending deadlines or other project milestones for their contemplated projects as set forth in Subrecipient's Project Timeline. The Subrecipient will be notified in writing of such modifications made to its allocation of Grant Funds for failure to meet milestones or deadlines set forth in its Project Timeline. Such modifications include, but are not limited to, suspension, termination or reduction of Grant Funds allocated to the Subrecipient. In addition, Subrecipient shall promptly repay to City any unapproved expenditures relating to such modifications.

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IV.

STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Subrecipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County and City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Los Angeles County, California.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in

either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays as described in §404 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the City:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

Subrecipient and its directors, officers, agents, employees and contractors/subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for Subrecipient's performance hereunder and shall pay any fees required therefor. Subrecipient shall immediately notify the City of any suspension, termination, lapses, non-renewals or restrictions of licenses, permits, certificates, or other documents.

§408. Nondiscrimination and Affirmative Action

Subrecipient shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, the County and the City of Los Angeles. In performing this Agreement, the Subrecipient shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status, or medical condition. The Subrecipient shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

§409. Bonds

Duplicate copies of all bonds, which may be required hereunder, shall conform to City requirements established by charter, ordinance or policy and all federal requirements regarding the use of Grant Funds and shall be filed with the Office of the City Administrative Officer, Risk Management for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

§410. Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

- A. Pursuant to Government Code Sections 895.4 and 895.6, the parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.
- B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.
- C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated

§411. Conflict of Interest

- A. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties. Subrecipient covenants that none of its directors, officers, employees, or agents shall participate in selecting, or

administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited by 44 CFR §13.36, the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partners and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
2. The term "financial or other interest" includes but is not limited to:
 - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

C. The Subrecipient further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

D. The Subrecipient shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Subrecipient.

E. Prior to obtaining the City's approval of any subcontract, the Subrecipient shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or

their immediate family with the proposed subcontractor and its officers, directors or employees.

- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The Subrecipient covenants that no member, officer or employee of Subrecipient shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The Subrecipient shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub subcontractor" for "Subcontractor".

§412. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code §6250 et seq.).

§413. Minority, Women, and Other Business Enterprise Outreach Program

It is the policy of the City to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all contracts and subcontracts, including procurement, construction and personal services. In accordance with CalOES/Grantor directives, as applicable, Subrecipient agrees that, to the extent contractors or subcontractors are utilized, Subrecipient shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

§414. Publications and Use of Grantor Markings

All publications created or published with funding under this Grant shall prominently contain the following statement: "*This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security.*" Subrecipient shall comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests

for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part by Grant Funds.

Subrecipient shall obtain Grantor approval prior to using Grantor seal(s), logos, crests or reproductions of flags or likenesses of Grantor agency officials, including the use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

§415. Compliance with State and Federal Statutes and Regulations

A. Statutes and Regulations Applicable To All Grant Contracts

Subrecipient shall comply with all applicable requirements of Federal, State, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement and the Grant. Subrecipient shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement and the Grant. When reference is made in the provisions set forth in this Section 415 with regards to laws, rules and regulations “as applicable” (or a variation thereof) to the Subrecipient, it shall be construed to mean “as applicable” to the Subrecipient as a subgrantee of the Grant. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

Subrecipient shall comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies or OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, Subrecipient shall adhere to applicable rules and regulations of the Single Audit Act, 31 USC §7501 et seq.; City Council action dated February 4, 1987 (C.F. No. 84 2259 S1); and any administrative regulation or field memos implementing such Act.

3. Americans with Disabilities Act

Subrecipient hereby certifies that it will comply, as applicable, with the requirements of Titles I, II and III of the Americans with

Disabilities Act, 42 USC §12101 *et seq.*, and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 USC 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, *et seq.*; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Subrecipient will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Contractor, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Any contract entered into by the Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

- a. Subrecipient shall comply with all applicable lobbying prohibitions and laws, including those found in 31 U.S.C. §1352, *et seq.*, and agrees that none of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of any federal contract, grant, loan or cooperative agreement. Subrecipient shall not use any funds provided under this Agreement, directly or indirectly, to support the enactment, defeat, repeal, modification or adoption of any law, regulation, pending legislation, pending regulation, or policy (pending or otherwise), at any level of government. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.
- b. Concurrent with the execution of this Agreement, Subrecipient shall submit to the City a Certification Regarding Lobbying and a Disclosure Form in accordance with 31 U.S.C. §1352. A copy of the Certificate is attached

hereto as Exhibit C and incorporated herein. No funds will be released to Subrecipient until the Certification is filed.

- c. Subrecipient shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Subrecipient. Subrecipient shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Records Inspection and Investigations

- a. At any time during normal business hours and as often as the Grantor/CalOES, the City, the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California and the Office of Inspector General may deem necessary, Subrecipient shall make available for examination all of its records with respect to all matters covered by this Agreement. Subrecipient hereby gives the Grantor/CalOES, the City, the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California and the Office of Inspector General, through any authorized representative, access to, and the right to examine, audit and make excerpts or transcripts of, all paper or electronic records, books, or documents related to the Grant Funds and all matters covered by this Agreement, including, but not limited to all Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data. The access and inspections rights set forth herein shall include access to applicable facilities, personnel and other individuals and information as may be necessary and as required by the Grantor or CalEMA, through any authorized representative, or as required by applicable law, Grant regulations and guidance.
- b. Subrecipient agrees to submit timely, complete and accurate reports to appropriate Grantor, CalEMA and City representatives as may be requested and maintain appropriate support documentation to support such reports. Subrecipient shall comply with all other special reporting, data collection and evaluation requirements as prescribed by law or detailed in applicable Grant regulations and guidance.
- c. Subrecipient shall cooperate with any compliance review or complaint investigation conducted by the Grantor, CalOES

and/or the City in connection with Subrecipient's use of Grant Funds.

- d. Subrecipient shall require any of its subgrantees, contractors, successors, transferees, and assignees to acknowledge and agree to comply with the provisions governing Grantor, CalOES and the City's access to records, accounts, documents, information, facilities and staff as set forth in this Section 415(A)(5).
- e. The provisions of this Section shall survive the termination of this Agreement.

6. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City and CalOES/Grantor with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The City may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City. Subrecipient shall establish a proper accounting system in accordance with generally accepted accounting standards and/or CalOES/Grantor directives. The provisions of this Section shall survive the termination of this Agreement.

7. Subcontracts and Procurement

Subrecipient shall comply with applicable State, Federal and Subrecipient standards in the award of any subcontracts, including complying with the provisions set forth in 44 CFR §13.36. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

Subrecipient shall ensure that the terms of this Agreement with the City are incorporated into all subcontract agreements. Subrecipient shall submit all Subcontractor Agreements to the City for review prior to the release of any funds to the subcontractor. Subrecipient shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective subcontract agreement.

8. Labor

- a. Subrecipient shall comply, as applicable, with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 CFR 900, Subpart F).
- b. Subrecipient shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements, and the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- c. Subrecipient shall comply with minimum wage and maximum hours provisions, as applicable, with the Federal Fair Labor Standards Act (29 U.S.C. § 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
- d. None of the funds shall be used to promote or deter union/labor organizing activities in accordance with California Government Code §16645 et seq.

9. Civil Rights

Subrecipient shall comply, and will assure the compliance of all its agents and contractors, with all applicable Federal and State statutes relating to civil rights and nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686, 44 CFR Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination against individuals with disabilities; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol

abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing and advertising of dwellings, or in the provision of services in connection therewith, as implemented by the Department of Housing and Urban Development at 24 CFR Part 100; (i) Title 44 Code of Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination; (j) the requirements of any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (k) the nondiscrimination requirements and all other provisions of the current edition of the OJP Financial and Administrative Guide for Grants, M7100.1; and (l) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin (including limited English proficiency), gender, age, familial status or disability against Subrecipient or any of its subgrantees, contractors or subcontractors being funded with Grant Funds, or the Subrecipient or any of its subgrantees, contractors or subcontractors settles a case or matter alleging such discrimination, the Subrecipient will forward a copy of the complaint and findings to the City, the Grantor/CalOES and the United States Department of Justice Office of Civil Rights, Office of Justice Programs. The United States shall have the right to seek judicial enforcement of the obligations set forth herein. If, during the past three years, the Subrecipient has been accused of any such discrimination, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the City, the Grantor/CalOES, and the United States Department of Justice Office of Civil Rights.

Subrecipient will comply with the requirements of Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency). Subrecipient shall take reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. Assistance and information regarding LEP obligations may be found at <http://www.lep.gov>.

10. Environmental

- a. Subrecipient shall comply, or has already complied, with the applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §4601 et seq. [P.L. 91-646]) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. Subrecipient shall also comply, as applicable, with Title 44 CFR Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.
- b. Subrecipient shall comply, as applicable, with, and provide any information requested by DHS/FEMA/CalOES to ensure compliance with, the following laws: (a) the requirements of the National Environmental Policy Act (NEPA), as amended (42 U.S.C §4331 et seq.) and Executive Orders (EO) 11514 and 12898; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990 and 44 CFR Part §9; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) requirements of the Clean Air Act of 1970 and the Clean Water Act of 1977 (42 U.S.C. §§7401 et seq.) and Executive Order 11738; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); (i) the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §4001 et seq.) which requires recipients of Federal funds in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars (\$10,000) or more; (j) requirements of Section 1306(c) of the National Flood Insurance Act of 1968, as amended (44 CFR Part §63); and (k) 44 CFR Part §10, Environmental Considerations.
- c. Subrecipient shall comply with all applicable Federal, State, and local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and local EHP

requirements and obtain applicable permits may jeopardize Federal funding. Subrecipient shall comply with all applicable conditions placed on any project as the result of the EHP review, and any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements. Subrecipient agrees not to undertake any project funded by the Grant having the potential to impact the EHP resources without prior written approval of City and DHS/FEMA/CalOES, including, but not limited to, ground disturbance, construction, modification to any structure, communications towers, physical security enhancements, any structure over 50 years old, and purchase and/or use of any sonar equipment. Any construction related activities initiated prior to full EHP review will result in a noncompliance finding. Subrecipient must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to City and CalOES for review. If ground-disturbing activities occur during the project implementation, the Subrecipient must ensure monitoring of the disturbance. If any potential archaeological resources are discovered, the Subrecipient will immediately cease activity in that area and notify the City and DHS/FEMA/CalOES and the appropriate State Historic Preservation Office.

- d. Subrecipient shall comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- e. Subrecipient shall comply, as applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- f. Subrecipient shall comply, as applicable, with the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.
- g. Subrecipient shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of Subrecipient's projects funded by the Grant are not on the Environmental Protection Agency's (EPA) List of Violating Facilities, and it will notify the City and DHS/FEMA/CalOES of the receipt of any communication from the Director of the EPA Office of Federal Activities

indicating that a facility to be used in the project is under consideration for listing by the EPA.

- h. Subrecipient is, and shall be in compliance with the applicable provisions of the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq. and California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
- i. Subrecipient shall comply, as applicable, with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- j. Subrecipient shall comply with applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

11. Preservation

Subrecipient shall comply, as applicable, with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

12. Suspension and Debarment

Subrecipient shall comply, as applicable, with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Subrecipient shall submit a Certification Regarding Debarment required by Executive Order 12549 and 12689 and any amendment thereto (attached hereto as Exhibit B and made a part hereof). Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Subrecipient shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly. Subrecipient shall not make any award or permit any award (subcontract or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."

13. Drug-Free Workplace

Subrecipient shall comply, as applicable, with the Federal Drug-Free Workplace Act of 1988, 41 U.S.C. §701 et. seq., 44 CFR Part 17, 2 CFR 3001, and the California Drug-Free Workplace Act of

1990, Government Code §§ 8350-8357. Subrecipient shall execute and submit to the City concurrent with the execution of this Agreement the Certification Regarding Drug Free Workplace Requirements attached hereto as Exhibit D and made a part hereof. Failure to comply with these requirements may be cause for debarment.

14. Miscellaneous

Subrecipient shall comply, as applicable, with the Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §§2131 et seq.), pertaining to the care, handling and treatment of warm blooded animals held for research, teaching, or other activities. Subrecipients must establish appropriate policies and procedures for the humane care and use of animals based on the *Guide for the Care and Use of Laboratory Animals* and comply with the *Public Health Service Policy and Government Principles Regarding the Care and Use of Animals*. Pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 U.S.C. 8251 et seq.) or subtitle A of Title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall Grant Funds be used in contravention of section 303 of the Energy Policy Act of 1992 (42 U.S.C. 13212).

B. Statutes and Regulations Applicable To This Particular Grant

Subrecipient shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular Grant program. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 44 Code of Federal Regulations (CFR) Subchapters A, B and C; EO 12372; Current edition of the OJP *Financial Guide* (M7100.1); Current edition of the DHS Financial Management Guide; DOJ Office for Civil Rights Regulations; Title 2 CFR Parts 215, 225, 220, and 230; Federal Acquisition Regulations (FAR), 48 CFR Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations; DHS 12 Guidance; CalEMA 12 Supplement; CalEMA 12 Handbook; CalEMA FY12 Grant Assurances (attached hereto as Exhibit E); Grantor Information Bulletins; and GMMs.
2. Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act,

Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.

3. Technology Requirement:
 - (a) Subrecipient shall use the latest National Information Exchange Model (NIEM) specifications and guidelines regarding the use of Extensible Markup Language (XML) for all projects funded by this Grant. Further information about the required use of NIEM specifications and guidelines is available at www.niem.gov.
 - (b) For any information technology system funded by Grant Funds under this Agreement, Subrecipient shall ensure that such project complies with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if such regulation is determined to be applicable.
4. In accordance with section 6 of the Hotel and Motel Fire Safety Action of 1990, 15 U.S.C. §2225a, Subrecipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Grant Funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.
5. Subrecipient shall comply with the applicable provisions of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104, 2 CFR §175). Subrecipient understands and agrees that it, and any of its subrecipients, employees or subgrantees that are private entities, may not:
 - (a) Engage in severe forms of trafficking in persons during the period of time that this Grant award is in effect;
 - (b) Procure a commercial sex act during the period of time that the Grant award is in effect; or
 - (c) Use forced labor in the performance of the award or subaward under this Grant award.Subrecipient understands and agrees that the City, CalOES and/or Grantor may unilaterally terminate this Grant award to Subrecipient, without penalty, if Subrecipient:
 - (d) Is determined to have violated a prohibition identified in this paragraph 5, subparagraph a, b, or c; or
 - (e) Has an employee who is determined by an agency official authorized to terminate this Grant award to have violated any such prohibition through conduct that is either
 - (i) associated with performance under this Grant award; or
 - (ii) imputed to the Subrecipient or its authorized agent using the standards and due process for imputing the conduct of

an individual to an organization provided in 2 CFR Part 180, as implemented by Grantor at 2 CFR Part 3000.

Subrecipient further understands and agrees that:

(f) It must inform the City and CalOES immediately of any information received from any source alleging a violation of a prohibition in this paragraph 5, subparagraph a, b or c;

(g) Grantor's right to terminate unilaterally as described in this paragraph 5 implements Section 106(g) of the TVPA, and that the right of the City, CalOES and Grantor to terminate this Grant award and Agreement unilaterally is in addition to all other remedies for noncompliance that are available under this Grant.

(h) For purposes of this paragraph 5:

(i) "Employee" means either:

i. an individual employed by the Subrecipient who is engaged in the performance of the project or program under this award; or

ii. another person engaged in the performance of the project or program under this Grant award and not compensated by Subrecipient, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage or slavery.

(iii) "Private entity" means any entity other than a state, local government, Indian Tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25, and includes non-profit organizations, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b), and for-profit organizations.

(iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at Section 103 of the TVPA, as amended.

6. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to

require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

Subrecipient shall not use any Grant Funds to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the Subrecipient has not been approved by the Grantor for and has access to such information. In the event Subrecipient has been so approved for and has access to such information, Subrecipient shall not use any Grant Funds to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or an appropriate official within the federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; Eos 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at:

<http://www.dhs.gov/xopnbiz/grants/index.shtm>. Upon determination by Subrecipient that Grant Funds will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such contract, subaward, or other agreement, Subrecipient shall contract the City and ISPB, or the applicable federal department or agency, for approval and processing instructions.

7. Subrecipient shall ensure that any of its potential subrecipients of Grant Funds has provided its Data Universal Numbering System (DUNS) number.
8. Subrecipient shall comply with Grantor guidelines regarding the handling of sensitive personally identifiable information, as required by OMB M-07-16 and as set forth in DHS Handbook for Safeguarding Sensitive PII, which can be found at http://www.dhs.gov/xlibrary/assets/privacy/privacy_guide_spII_handbook.pdf.
9. Subrecipient shall comply with the applicable requirements of the Federal regulations at 45 CFR Part §46 and DHS Management Directive 026-04 regarding the protection of human subjects in research.
10. Subrecipient shall comply with the applicable requirements of the Uniting and Strengthening America by Providing Appropriate Tools

Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c.

11. Subrecipient shall comply with the applicable requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers for international air transportation of people and property to the extent that such service is available.
12. Subrecipient shall comply with the requirements that project activities supported with Grant Funds and carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits or approvals are obtained.
13. Subrecipient shall comply with the applicable requirements of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), and as clarified in Grantor Information Bulletin #350 and GMM #350, regarding disclosure of subawards and executive compensation.

C. Noncompliance

Subrecipient understands that failure to comply with any of the above assurances or the Grant Assurances attached hereto as Exhibit E may result in suspension, termination or reduction of Grant Funds, and repayment by Subrecipient to City of any unlawful expenditures. Subrecipient shall be liable to the Grantor for any funds the Grantor determines that Subrecipient used in violation of these Grant Assurances and Subrecipient shall indemnify and hold harmless the City for any sums the Grantor determines Subrecipient used in violation of the Grant Assurances. The provisions of this paragraph shall survive termination of this Agreement.

§416. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project of Subrecipient funded under this Agreement produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, Subrecipient shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor/FEMA/CalOES. Unless there is a prior agreement between the City and Grantor/FEMA/CalOES, Grantor/FEMA/ CalOES shall determine whether to seek protection on the Invention. Grantor/FEMA/CalOES shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in

the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, will contractually require its personnel to be bound by the Policy, and will consult with Grantor/FEMA/CalOES regarding allocation of any patent rights that arise from, or are purchased with, Grant Funds.

B. Rights to Use Inventions

City and Grantor/FEMA/CalOES shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

Unless otherwise provided by the terms of the Grantor/FEMA or of this Agreement, when copyrightable material ("Material") is first produced or developed as part of a project funded by Grant Funds, the Grantor/FEMA, at Grantor/FEMA's discretion, may copyright the Material. If the Grantor/FEMA declines to copyright the Material, the Grantor/FEMA shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to reproduce, display, publish, disseminate, perform, prepare derivative works or otherwise use, and authorize others to use, for all government purposes: (a) any Material so produced or developed and (b) any rights of copyright to which Subrecipient purchases ownership with Grant Funds. Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or §402 and an acknowledgement of government sponsorship (including Grant award number) to any Material first produced or developed under this Grant.

D. Rights to Data

The Grantor shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement or to any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

Subrecipient shall require all its contractors and subcontractors funded by Grant Funds to comply with the obligations of this section by incorporating the terms of this section into all contracts and subcontracts.

THIS SECTION INTENTIONALLY LEFT BLANK

V.

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should Subrecipient fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to terminate the Agreement, reserving all rights under state and federal law.

§502. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by Subrecipient, and any increase or decrease in the amount of compensation/allocation which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

Subrecipient agrees to comply with all future City Directives, or any rules, amendments or requirements promulgated by the City affecting this Agreement.

§503. Complete Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes forty-one (41) pages and thirteen (13) Exhibits which constitute the entire understanding and agreement of the parties.

T IS SECTION INTENTIONALY LEFT BLANK

IN WITNESS WHEREOF, the City and Subrecipient have caused this Agreement to be executed by their duly authorized representatives.

<p>APPROVED AS TO FORM AND LEGALITY: MICHAEL N. FEUER, City Attorney</p> <p>By _____ Deputy City Attorney</p> <p>Date _____</p>	<p>For: THE CITY OF LOS ANGELES ERIC GARCETTI, Mayor</p> <p>By _____ Eric Garcetti, Mayor</p> <p>Date _____</p>
<p>ATTEST:</p> <p>HOLLY L. WOLCOTT, City Clerk</p> <p>By _____ Deputy City Clerk</p> <p>Date _____</p>	
<p>APPROVED AS TO FORM:</p> <p>By _____ Truc L. Moore, LA-RICS Counsel</p> <p>Date _____</p>	<p>For: Los Angeles Regional Interoperable Communications System Authority ("LA- RICS"), a joint powers authority</p> <p>By _____ John Radeleff, LA-RICS Interim Executive Director</p> <p>Date _____</p> <p>[SEAL]</p>
<p>ATTEST:</p> <p>By _____ Susy Orellana-Curtiss, LA-RICS Administrative Deputy</p> <p>Date _____</p>	

City Business License Number: _____
 Internal Revenue Service ID Number: _____
 Council File/OARS File Number: C.F. #12-0930, Date of Approval 12/14/12
 City Contract Number: _____



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

August 4, 2016

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

Dear Directors:

**AMENDMENT NO. 7 FOR
PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES**

SUBJECT

Board approval is requested to authorize the Interim Executive Director to execute an amendment to the Professional Broadband Engineering Consulting Services Agreement with Televate, LLC (Televate) to (1) extend the term of the contract with Televate to December 30, 2016, to ensure there is no break in service while the Authority awaits a formal augmentation for PSBN Part 2 from the National Oceanic and Atmospheric Administration (NOAA) and the National Telecommunications and Information Agency (NTIA); and (2) to increase Televate's Maximum Contract Sum by \$189,975 to assist the Authority with the development of the PSBN Part 2 plan and design until September 30, 2016. Amendment No. 7 will be substantially similar in form to the enclosed.

RECOMMENDED ACTION

It is recommended that your Board:

1. Approve an extension to Televate's contract term to December 30, 2016, to ensure there is no break in service while the Authority awaits a formal augmentation for PSBN Part 2 from NOAA/NTIA.
2. Approve an increase to the Maximum Contract Sum in the amount of \$189,975, increasing the Maximum Contract Sum amount from \$7,097,003 to \$7,286,978 that would allow Televate to assist the Authority with the development of the

AGENDA ITEM G

PSBN Part 2 plan and design until September 30, 2016.

3. Delegate authority to the Interim Executive Director to execute Amendment No. 7 with Televate, substantially similar in form to the Enclosure.

BACKGROUND

On September 1, 2010, NTIA awarded the Authority a Comprehensive Community Infrastructure (CCI) Broadband Technology Opportunity Program (BTOP) grant to develop and deploy a 700 MHz public safety mobile broadband network across the County of Los Angeles.

On March 3, 2011, your Board approved an agreement for Professional Broadband Engineering Consulting Services between the Televate, LLC and the Authority where Televate serves as the SME on all LTE broadband related initiatives and activities.

On September 30, 2015, the Authority received a 90-day Administrative Extension from NTIA, which allowed the Authority to continue completion of the LTE system. Further, the United States Congress passed a bill, which was signed by the President that extended the expenditure deadline for BTOP recipients including LA-RICS through the Federal Fiscal-Year 2020. This extension permitted LA-RICS to work with the federal grantor to spend the remaining BTOP grant funds to further expand the construction of the PSBN Project.

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

On June 23, 2016, the Authority received notification the NTIA submitted the proposed Quarter 3 plan to the NOAA Grants Office for final approval. On June 28, 2016, NOAA approved Quarter 3 work that would allow the Authority to authorize Work to its consultants, including Televate, to perform work related to PSBN Part 2 during July 2016 through September 2016.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to have an uninterrupted level of effort to the PSBN project while the Authority awaits a formal augmentation for PSBN Part 2 from NOAA/NTIA. If the Authority receives a complete formal grant augmentation from NOAA/NTIA, then the Authority will return to your Board to request an additional amendment to Televate's contract.

FISCAL IMPACT/FINANCING

An increase to the Maximum Contract Sum in the amount of \$189,975 will increase the Maximum Contract Sum amount from \$7,097,003 to \$7,286,978.

All contract costs related to the services rendered under Amendment No. 7 will be reimbursable under the BTOP grant. In the event that NOAA/NTIA issues a complete formal grant augmentation for PSBN Part 2, then the Authority will return to your Board to request another amendment to Televate's contract.

In the event that funding beyond the BTOP grant performance period is not secured by the formal augmentation to compensate Televate, the Authority will not proceed with issuing work to Televate until such time as funding is secured.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Counsel to the Authority has reviewed the recommended action.

CONCLUSION

Upon the Board's approval of the recommended actions, on behalf of the Authority, the Interim Executive Director will execute Amendment No. 7, substantially similar in form to the Enclosure.

Respectfully submitted,



JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

JR:MS:mbc:pl

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Enclosure

c: Counsel to the Authority

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

This Amendment Number Seven (together with all exhibits, attachments, and schedules hereto, "Amendment No. 7") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Televate, LLC ("Consultant"), effective as of August _____, 2016 based on the following recitals:

RECITALS

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

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

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

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

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

The Agreement has been previously amended by Amendment Number Five, effective May 21, 2015, to reduce the Maximum Contract Sum by \$329,997, from \$6,027,000 to \$5,697,003, to decrease the level of effort apportioned to the Public Safety Broadband Network (PSBN) project as proposed in the Authority's response to a Corrective Action Plan (CAP) issued by the National Oceanic and Atmospheric Administration (NOAA) Grants Management Division, on behalf of the National Telecommunications and Information Administration (NTIA), following direction from the County of Los Angeles (County) and City of Los Angeles (City) to reduce the number of PSBN Sites.

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

Authority and Consultant desire to further amend the Agreement to (a) extend the term of the contract with Televate to December 30, 2016, to ensure there is no break in service while the Authority awaits a formal augmentation for PSBN Part 2 from the National Oceanic and Atmospheric Administration (NOAA) and the National Telecommunications and Information Agency (NTIA); and (b) increase Televate's Maximum Contract Sum by \$189,975 to assist the Authority with the development of the PSBN Part 2 plan and design until September 30, 2016.

This Amendment No. 7 is authorized under Section 6 (Changes to Agreement) of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 7, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Consultant hereby agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement. Unless otherwise noted, section references in this Amendment No. 7 refer to sections of the Agreement, as amended by this Amendment No. 7.
2. Amendments to Agreement.
 - 2.1 Section 8 of the Agreement is deleted in its entirety and replaced with the following:

8. The "Maximum Contract Sum" is the total monetary amount payable by the Authority to Consultant for furnishing all Work and Deliverables under this Agreement, inclusive of any applicable taxes. The Maximum Contract Sum under this Agreement shall be Seven Million, Two Hundred Eighty-Six Thousand, and Nine Hundred Seventy-Eight Dollars (\$7,286,978).
3. This Amendment No. 7 shall become effective as of the date identified in the recitals, which is the date upon which:
 - 3.1 An authorized agent of Contractor has executed this Amendment No. 7;
 - 3.2 Counsel to the Authority has approved this Amendment No. 7 as to form;
 - 3.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority to execute this Amendment No. 7; and
 - 3.4 The Executive Director of the Authority has executed this Amendment No. 7.
4. Except as expressly provided in this Amendment No. 7, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
5. Consultant and the person executing this Amendment No. 7 on behalf of Consultant represent and warrant that the person executing this Amendment No. 7 for Consultant is an authorized agent who has actual authority to bind Consultant to each and every term and condition of this Amendment No. 7, and that all requirements of Consultant to provide such actual authority have been fulfilled.
6. This Amendment No. 7 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 SEVEN
TO AGREEMENT NO. 004
FOR
PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 7 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

TELEVATE, LLC

By: _____

By: _____

John Radeleff
Interim Executive Director

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

MARY C. WICKHAM
County Counsel

By: _____

Truc L. Moore
Senior Deputy County Counsel



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

JOHN F. RADELEFF
INTERIM EXECUTIVE DIRECTOR

August 4, 2016

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

Dear Directors:

APPROVE SITE ACCESS AGREEMENT AND CONSENT TO SITE ACCESS AGREEMENT WITH THE COUNTY OF LOS ANGELES AND LOCKHEED MARTIN FOR A LAND MOBILE RADIO SYSTEM SITE

SUBJECT

Board approval is requested to delegate authority to the Interim Executive Director to finalize and execute substantially similar in form to the enclosed, A Site Access Agreement (SAA) with the County of Los Angeles for Mount McDill, and a Consent to SAA with Lockheed Martin for the same site, for use in the Land Mobile Radio (LMR) System.

RECOMMENDED ACTION:

It is recommended that your Board:

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

AGENDA ITEM H

BACKGROUND

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

Entering into the proposed SAA and Consent to SAA with the County of Los Angeles and Lockheed Martin, would provide the Authority with a license or sublicense to use a portion of their owned or leased property for use as a LMR communications site(s). The Consent to SAA with Lockheed Martin for the Mount McDill site is required by the County pursuant to its master leases for the site in order to document that the owners of such proposed LMR sites have provided their consent to the proposed SAA between the County of Los Angeles and LA-RICS. A list of the site covered by the agreements is attached as Enclosure 1. The licensed site(s) would include all necessary space and easements for access and utilities to construct, install, operate, maintain and repair a LMR communications facility.

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

A brief summary of similar relevant provisions with the County of Los Angeles below:

Member Agency	Number of Sites	Term	Lease Cost	Zoning Requirements	Ministerial Permitting Cost
County of Los Angeles	1	Life of the Agreement between County and Lockheed Martin	Gratis	Exempt	Waived

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

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

FISCAL IMPACT/FINANCING

There is no fiscal impact.

ENVIRONMENTAL DOCUMENTATION

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

The proposed SAA allows for the Authority to conduct work related to the design, construction, implementation, operation and maintenance of LMR infrastructure at the site in Enclosure 1, which is owned or leased by the County of Los Angeles. The site is within the scope of the previously-authorized project and was analyzed in the Final EIR.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,



JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

JR:wst:pl

Enclosures

c: Counsel to the Authority

**SITE ACCESS AGREEMENT
MOUNT MCDILL COMMUNICATION SITE**

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

BY AND BETWEEN

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

AND

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

RECITALS:

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

WHEREAS, County leases certain real property commonly known as Los Angeles County Mount McDill Communication Site ("McDill") in Palmdale, California, as described on Exhibit A attached hereto ("Real Property") pursuant to a telecommunication site agreement with Lockheed Martin Corporation, ("Master Lessor"), as the land owner of McDill, which is a portion of Los Angeles County Assessor Parcel Number ("APN") 3206-015-005, under County Lease no. **29937**, dated June 14, 1977 (the "Master Lease Agreement") which will expire on June 13, 2017; and

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

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

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

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

1. **LMR SITE**

County hereby licenses to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from County on the terms and conditions set forth herein, the use of land within a portion of the Real Property, together with all necessary space, private access roads and easements that have been given prior approval for use by Master Lessor, who is also the owner of the Real Property and private access road for access and utilities, as set forth in Section 13 below, to install and operate an unmanned LMR communication facility, consisting of the land space shown on Exhibit A attached hereto and incorporated herein by this reference (the "LMR Site").

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

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

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

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

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

2. **PURPOSE AND USE**

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

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

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

3. APPROVALS/DESIGN REVIEW

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

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

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

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

4. **TERM**

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

5. **CONSIDERATION**

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

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

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

7. **INSTALLATION**

LA-RICS AUTHORITY shall install the LA-RICS Facility at its own expense and risk as approved by County and Master Lessor in accordance with the terms hereof, and such installation shall not cause radio frequency interference with equipment, transmission or reception (operated currently or in the future) by the County. 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 and/or LMR Vendor's name, address, telephone number, Federal Communications Commission ("FCC") license and frequencies in use. Such identification shall be attached to each component of the LA-RICS Facility in plain view.

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

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

LA-RICS AUTHORITY accepts the LMR Site in an "as is" condition as of the date of full execution of this Agreement. LA-RICS AUTHORITY shall have the right to finance and construct approved equipment and related improvements on the LMR Site at LA-RICS AUTHORITY'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 LMR Site to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements and as required for LA-RICS AUTHORITY's operations of the LA-RICS Facility at the LMR Site, including any structural upgrades required to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements on the LMR Site.

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

accompanied by supporting documentation of such fee. County shall be responsible for completion of and costs associated with As-Builts resulting from any modifications required by County.

8. **ALTERATIONS**

LA-RICS AUTHORITY shall make no renovations, alterations or improvements to the LMR Site or the Real Property other than to install, maintain, replace and operate the LA-RICS Facility in accordance with the documentation attached hereto as Exhibits A, B, and C and/or as permitted elsewhere herein, without providing prior written notice to County, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2.02 hereof. Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS AUTHORITY shall have the right to: (a) make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements without providing notice to the County, and (b) perform any alterations or modifications that may be required as a result of FCC rules or regulations, after providing notice to the County. LA-RICS AUTHORITY agrees: (i) to submit to the County, for review and approval, all plans and specifications, working drawings, and other information reasonably required by the County covering proposed alterations by LA-RICS AUTHORITY, (ii) to discuss with County the County's concerns, if any, regarding the proposed alterations, and (iii) to work in good faith to address such concerns. All work to be done by LA-RICS AUTHORITY shall be performed in accordance with the plans provided to County.

9. **MAINTENANCE**

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

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

10. **The parties hereby acknowledge that certain of the LMR Sites are managed and controlled by the County of Los Angeles Internal Services Department ("ISD"). ISD will incur operating expenses in association with operating and managing said LMR Sites. LA-RICS AUTHORITY shall be responsible for reimbursing ISD for LA-RICS AUTHORITY's pro-rata share of the operating expenses for those LMR Sites, which shall include only the following operating and maintenance expenses: emergency generator, tower light repair, pest control, weed abatement, permit fees**

and safety inspection. The foregoing operating expenses will be invoiced by ISD (and ISD shall provide concurrently documentation of the invoiced amounts and LA-RICS AUTHORITY's pro-rata share) and paid by LA-RICS AUTHORITY within sixty (60) days of its receipt of such invoice.CONSTRUCTION STANDARDS

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

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

11. **OTHER OPERATIONAL RESPONSIBILITIES**

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

12. **RELOCATION**

12.01 County shall have the right to request relocation of the LA-RICS Facility or any portion thereof on no more than one occasion during the term hereof to another location on the Real Property ("Alternate Site"), provided: the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LMR Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not materially interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment; County shall pay all costs incurred by LA-RICS AUTHORITY for relocation of LA-RICS AUTHORITY's equipment from the LMR Site to the Alternate Site and any improvement of the Alternate

Site to make it substantially similar to the LMR Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY's use of the Alternate Site; County shall give LA-RICS AUTHORITY at least six (6) months written notice before requiring relocation; and LA-RICS AUTHORITY's use of the LA-RICS Facility in question will not be materially interrupted and LA-RICS AUTHORITY shall be allowed, if necessary, to place temporary equipment on the Real Property during the relocation.

13. ACCESS TO LMR SITE

County hereby grants to the LA-RICS AUTHORITY, its member agencies, the LMR Vendor, and other agents a nonexclusive right to use, at its sole risk, during the term and option period of this Agreement, the access which serves the LMR Site ("Access"), but only to the extent County has legal authority to grant such Access and has control over the Access. The LA-RICS AUTHORITY, on behalf of itself and its member agencies and the LMR Vendor, acknowledge and accept the present condition of the Access on an "as is" basis. The LA-RICS AUTHORITY shall provide County with notice of all of its representatives or agents who are authorized to access the LMR Site pursuant to this Section. LA-RICS AUTHORITY shall document the condition of the Access prior to the execution of this Agreement by means of photographs to be provided at Licensee's cost.

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

LA-RICS AUTHORITY acknowledges and agrees that occasions may arise requiring the LA-RICS AUTHORITY to share in the cost of cleaning up of mud-slide debris and repairing the Access to its original accessible condition (as documented pursuant to Section 13.01) after a storm or heavy rainfall. LA-RICS AUTHORITY hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from County and/or any owner(s) of applicable access paths and roads, and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to LA-RICS AUTHORITY by County and/or any owner(s) of applicable access paths and roads upon at least thirty (30) days notice. Notwithstanding the foregoing, the LA-RICS AUTHORITY's financial burden pursuant to this Section shall not exceed five thousand dollars (\$5,000) per incident, provided that LA-RICS AUTHORITY shall pay the full cost of any damage to the Access caused by LA-RICS AUTHORITY, its employees, agents or vendors, including without limitation the LMR Vendor.

14. **EMERGENCY ACCESS BY COUNTY**

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

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

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

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

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

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

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

16. **UTILITIES**

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

17. **HOLD HARMLESS AND INDEMNIFICATION**

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

performed on behalf of LA-RICS AUTHORITY by any person pursuant to this Agreement including without limitation the LMR Vendor.

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

18. **INSURANCE**

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

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

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

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

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

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

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

Commercial Property Insurance. Such coverage shall:

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

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

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

testing. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, including County furnished materials and equipment, against loss or damage until completion and acceptance by the LA-RICS AUTHORITY and the County if required.

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

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

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

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

employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

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

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

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

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

19. **FAILURE TO PROCURE INSURANCE**

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

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

20. **TAXES**

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

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

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

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

21. **NOTICES**

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

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

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

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

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

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

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

22. **LA-RICS FACILITY REMOVAL**

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

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

23. **INDEPENDENT STATUS**

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

24. **AMENDMENT**

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

25. **ASSIGNMENT**

This Agreement may not be sold, assigned or transferred by LA-RICS AUTHORITY without the approval or consent of the County, which consent may not be unreasonably withheld or conditioned.

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

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

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

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

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

26. **SUBORDINATION AND NON-DISTURBANCE**

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

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

27. **CONDEMNATION**

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

28. **DEFAULT**

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

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

29. **WAIVER**

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

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

30. **HAZARDOUS MATERIALS**

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

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

31. **DAMAGE OR DESTRUCTION**

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

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

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

32. **AUTHORIZATION WARRANTY**

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

33. **INDEPENDENT CONTRACTOR STATUS**

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

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

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

35. **COMPLIANCE WITH APPLICABLE LAW**

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

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

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

36.02 LA-RICS AUTHORITY certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, 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 County finds that any of the above provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate, or suspend this Agreement.

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

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

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

37. **NON EXCLUSIVITY**

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

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

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

39. **PUBLIC RECORDS ACT**

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

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

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

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

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

40. **OTHER TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

43. **BANKRUPTCY**

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

44. **SUCCESSORS AND ASSIGNS**

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

45. **SEVERABILITY**

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

46. **INTERPRETATION**

Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and

neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

47. **ENTIRE AGREEMENT**

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

COUNTY-SPECIFIC PROVISIONS:

48. **LOBBYIST**

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

49. **ENFORCEMENT**

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

50. **SOLICITATION OF CONSIDERATION**

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

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

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

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

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

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

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

53. RECYCLED BOND PAPER

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

///
///
///
///

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

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

COUNTY OF LOS ANGELES

A California Joint Powers Authority

By: _____

By: _____

Print Name: _____

Its: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

MARY C. WICKHAM
COUNTY COUNSEL

By: _____
Deputy

By: _____
Deputy

EXHIBIT A

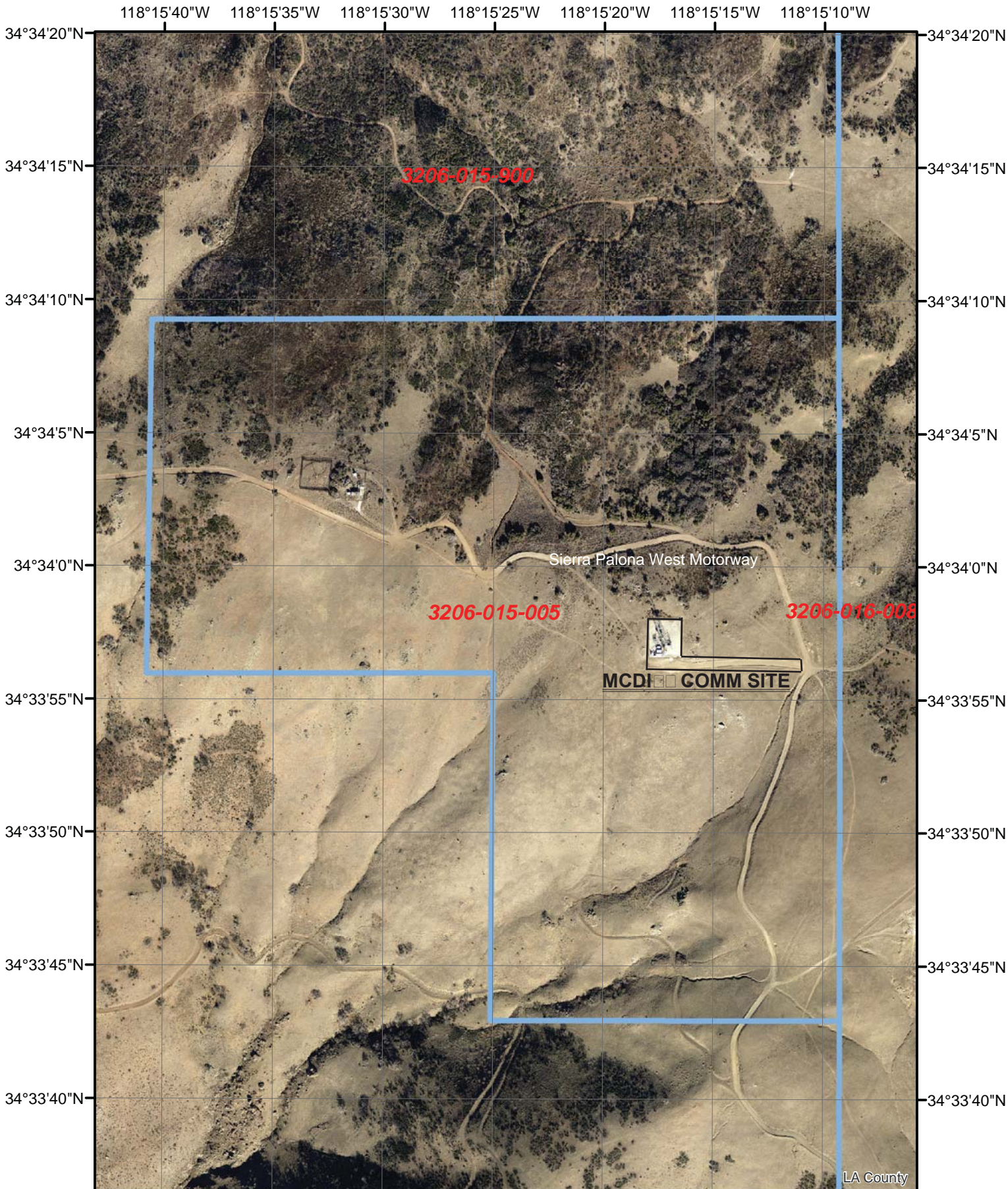
Site ID	Facility Name	Organization	Address Line	City	State	Zip Code	Parcel Owner
MMC	Mount McDill	LA County	Sierra Pelona West Mountain Way	Palmdale	CA	91390	Lockheed Martin Corporation

EXHIBIT A

SITE DESCRIPTION

(SEE NEXT PAGE)

Exhibit A - Page 1



APN
3206-015-005
Page 1 of 12

COUNTY OF LOS ANGELES - CHIEF EXECUTIVE OFFICE
MOUNT MCDONALD MOUNTAIN
PALMDALE CALIFORNIA

DATE: 5-3-2016
Real Estate Division
213-974-4189
ejung@ceo.lacounty.gov

AGENDA ITEM H - ENCLOSURE

EXHIBIT B - LMR SITE ACCESS AGREEMENT

MOUNT McDILL

LA-RICS EQUIPMENT LIST

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

New LMR Indoor **RF Racks** (10), **DC Rack** (1), **Battery Racks** (2) & **future Racks** (8)

New **Generator** inside its own Pre-fabricated Shelter

New **GPS antennas** (6) mounted to Shelter

New 180 feet tall self-supporting **Tower**

New LMR (24) **Antennas**

New LMR (2) Microwave **Dishes**

New LMR **Diesel Fuel Tank** with CMU wall enclosure

EXHIBIT C

SITE PLAN

(SEE NEXT PAGE)

SITE DATA

SITE INFORMATION

COUNTY: LOS ANGELES COUNTY
 JURISDICTION: COUNTY OF LOS ANGELES
 OCCUPANCY: U
 ZONING: -
 A.P.N #: 3206-015-005
 USE: UNMANNED PUBLIC SAFETY TELECOMMUNICATIONS FACILITY
 FLOOD ZONE: -
 LAND OWNER: -

EQUIPMENT MAINTENANCE:
 ESTIMATED VISITS TO MAINTAIN EQUIPMENT ONCE SITE IS OPERATIONAL: ONE TO TWO TIMES PER MONTH (TYPICAL)

AIR CONDITIONING UNITS:
 MECHANICAL EQUIPMENT WITHIN THE SHELTER IS INTENDED TO PROVIDE CLIMATE CONTROL FOR EQUIPMENT AND IS NOT FOR HUMAN COMFORT

BATTERIES:
 BATTERIES TO BE INSTALLED WITHIN EQUIPMENT SHELTER ARE GEL-FILLED AND DO NOT REQUIRE SPECIAL VENTILATION MEASURES WITHIN THE SHELTER. REFERENCE ATTACHED SPECIFICATIONS.

PROJECT TYPE:
 NEW LA-RICS EQUIPMENT SITE WITH:

- NEW LMR 180 FT. SELF SUPPORT TOWER
- NEW LMR INDOOR RF RACKS (TOTAL 10), DC RACK (TOTAL 1), BATTERY RACKS (TOTAL 2), AND FUTURE RACKS (TOTAL 8) LOCATED IN NEW LMR EQUIPMENT SHELTER
- NEW LMR ANTENNAS (TOTAL 24) MOUNTED TO 180 FT LATTICE TOWER
- NEW LMR MICROWAVE ANTENNAS (TOTAL 2) MOUNTED TO 180 FT LATTICE TOWER
- NEW LMR PRE-FAB (24'-0" X 24'-0") EQUIPMENT SHELTER
- NEW LMR FUEL TANK ON NEW CONCRETE PAD
- NEW LMR GENERATOR INSIDE NEW LMR PRE-FAB (10'-0" X 11'-8") SHELTER
- NEW LMR GPS ANTENNA (TOTAL 6) MOUNTED TO NEW EQUIPMENT SHELTER



LA-RICS
 Los Angeles Regional Interoperable
 Communications System

SITE NAME
MMC
MOUNT McDILL

SITE ADDRESS
SIERRA PELONA WEST MOUNTAIN WAY
PALMDALE, CA 91390

PROJECT TEAM

CONSTRUCTION MANAGER:
 MOTOROLA SOLUTIONS
 725 S. FIGUEROA ST., SUITE 1855
 LOS ANGELES, CA 90017
 CONTACT: GERRY MACPHERSON
 CELL: 951-897-9619
 EMAIL: GERRY.MACPHERSON@MOTOROLASOLUTIONS.COM

ENGINEER/ARCHITECT:
 MITCHELL J. ARCHITECTURE
 4883 RONSON CT. SUITE N
 SAN DIEGO, CA 92111
 TEL: 858-650-3130
 CONTACT: ART BROWN (PROJECT MANAGER)

SURVEYOR:
 CAL VADA SURVEYING, INC.
 411 JENKS CIR., SUITE 205
 CORONA, CA 92880
 TEL: 951-280-9960 FAX: 951-280-9746
 TOLL FREE: 800-CALVADA WWW.CALVADA.COM


STRUCTURAL ENGINEERS
 SABRE COMMUNICATIONS CORPORATION
 7101 SOUTH BRIDGE DRIVE,
 P.O. BOX 658
 SIOUX CITY, IA 51102-0658
 TEL: (712) 258-6690
 FAX (712) 279-0814

ELECTRICAL ENGINEER:
 HARITON ENGINEERING
 1250 E WALNUT ST, SUITE 240
 PADADENA, CA 91106
 TEL: 626-449-4223
 CELESTIN HARITON, PE
 CONTACT: ROB MYERS (626) 252-8950


MECHANICAL ENGINEER:
 CRAIG J. MOYA, PRINCIPAL
 ENGINEERED SYSTEMS
 ENGSYS@ATT.NET
 619-295-1985

SHEET INDEX

SHEET NO.	DESCRIPTION	REV. NO.
T1	TITLE SHEET	0
C1	TOPOGRAPHIC SURVEY	0
A1	BOUNDARY PLAN & SITE PLAN	0
A2	ENLARGED SITE PLAN	0
A3	EXTERIOR ELEVATIONS	0
A3.1	EXTERIOR ELEVATIONS	0



Los Angeles Regional Interoperable
 Communications System



MOTOROLA SOLUTIONS


MITCHELL J. ARCHITECTURE, INC.
 4883 Ronson Court, Suite N
 San Diego, CA 92111
 858.650.3130 (ph) 858.650.3140 (fax)

Los Angeles Regional Interoperable Communications System

MMC
 MMC-MOUNT MCDILL
 SIERRA PELONA WEST MOUNTAIN WAY, PALMDALE, CA 91390


UTILITIES

SCE CUSTOMER SERVICE
 1-800-655-4555
 SCE CONTACT: JULIO FELIX
 TEL: 951-760-6611
 ALL IMS INSPECTION REQUEST
 EMAIL: IMS@sce.com



CENTER OF TOWER

LATITUDE: 34°33'57.70"N
 LONGITUDE: 118°15'17.80"W
 ELEVATION: 5088 FT. ASL



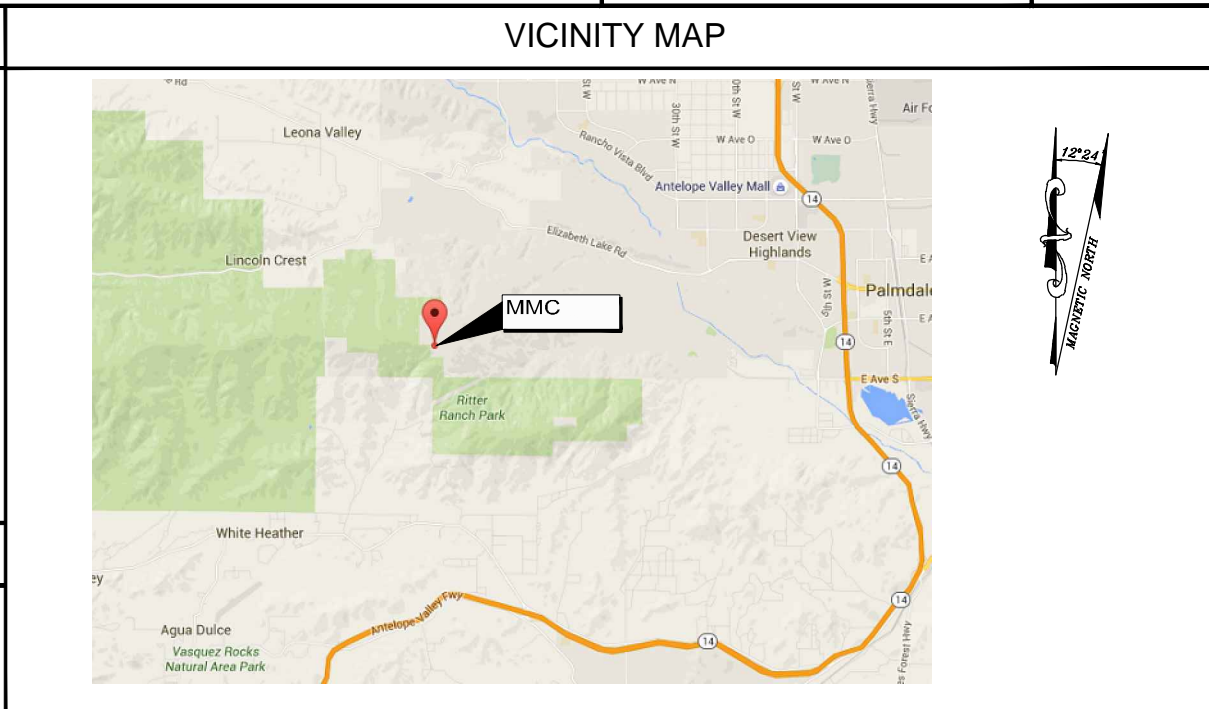
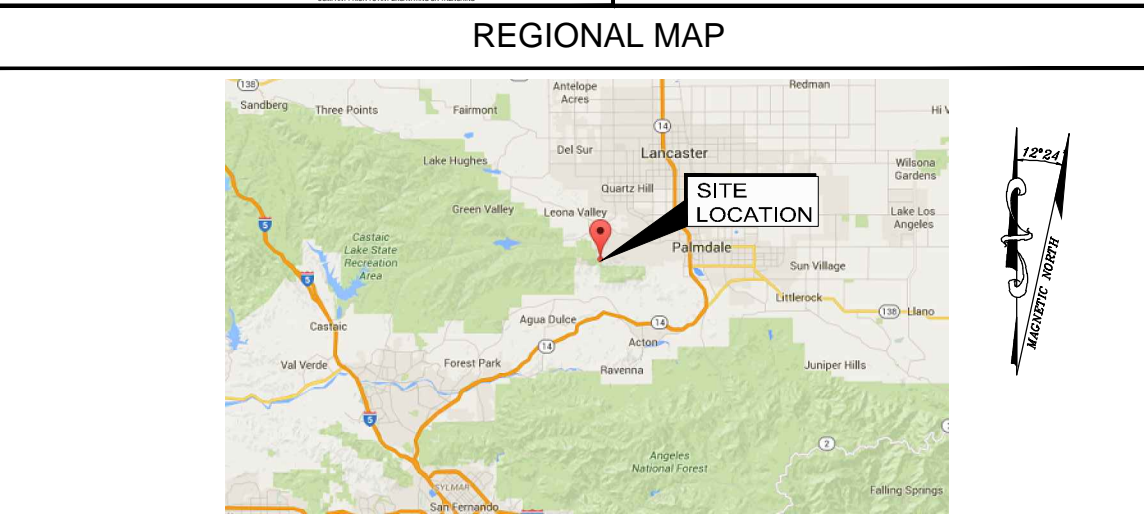
NAD 83

APPLICANT

OWNER: LA-RICS PROJECT TEAM
 2525 CORPORATE PLACE, STE. 200
 MONTEREY PARK, CA 91754
 CONTACT: H. FRITZ ROTE
 CELL: (434)-229-8159
 EMAIL: frote@fedeng.com

APPROVALS

ISSUED DATE 06-02-16
 CONSTRUCTION RECORD
 DRAWN BY AC
 CHECKED BY AB



SHOP DRAWING / SUBMITTAL REVIEW

<input type="checkbox"/> NO EXCEPTIONS TAKEN	<input type="checkbox"/> REVISE & RESUBMIT
<input type="checkbox"/> MAKE CORRECTIONS NOTED	<input type="checkbox"/> REJECTED
<input type="checkbox"/> NO ACTION REQUIRED	<input type="checkbox"/> OTHER - SEE COMMENTS

SUBMITTAL WAS REVIEWED FOR DESIGN CONFORMITY AND GENERAL CONFORMANCE TO CONTRACT DOCUMENTS ONLY. THE DESIGN-BUILDER IS RESPONSIBLE FOR CONFIRMING AND CORRELATING DIMENSIONS AT JOB SITES FOR TOLERANCES, CLEARANCES, QUANTITIES, FABRICATION PROCESSES AND TECHNIQUES OF CONSTRUCTION, COORDINATION OF HIS WORK WITH OTHERS, AND FULL COMPLIANCE WITH CONTRACT DOCUMENTS. DESIGN BUILDER IS RESPONSIBLE FOR COMPLIANCE WITH ALL BUILDING CODES, CITY ORDENANCES, ENVIRONMENTAL REQUIREMENTS & MITIGATION MEASURES ASSOCIATED WITH THIS SITE.

BY: _____
 DATE: _____

LA-RICS
 2525 Corporate Place
 Suite 200
 Monterey Park, CA 91754

MOTOROLA PROJECT MANAGER _____ DATE _____
 LA-RICS AUTHORITY _____ DATE _____

DRIVING DIRECTIONS

FROM THE LA-RICS OFFICE (2525 CORPORATE PLACE, SUITE 200 MONTEREY PARK, CA 91754)

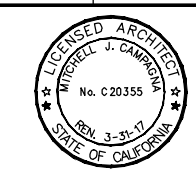
- GET ON I-710 N IN EAST LOS ANGELES FROM CORPORATE CENTER DR
- HEAD WEST ON CORPORATE PL, TURN LEFT ONTO CORPORATE CENTER DR
- TURN RIGHT ONTO FLORAL DR, TURN RIGHT TO MERGE ONTO I-710 N TOWARDS PASADENA
- FOLLOW I-5 N AND CA-14 N TO WARD RD, TAKE EXIT 22 FROM CA-14 N, MERGE ONTO I-710 N
- USE THE RIGHT 2 LANES TO TAKE EXIT 22 TO MERGE ONTO I-10 W/SAN BERNARDINO FWY TOWARDS LOS ANGELES
- KEEP LEFT AT THE FORK TO CONTINUE ON SAN BERNARDINO FWY, FOLLOW SIGNS FOR U.S. 101/LOS ANGELES
- USE THE RIGHT 2 LANES TO TAKE EXIT 18A TO MERGE ONTO I-5 N TOWARDS SACRAMENTO
- KEEP LEFT TO STAY ON I-5 N
- KEEP LEFT TO STAY ON I-5 N, KEEP LEFT AT THE FORK TO STAY ON I-5 N
- USE THE RIGHT 3 LANES TO TAKE EXIT 162 FOR STATE ROUTE 14 N/ANTELOPE VALLEY FREEWAY TOWARDS PALMDALE/LANCASTER
- TAKE EXIT 22 TOWARDS RED ROVER MINE RD, TAKE SIERRA HWY
- BOLING POINT RD AND RITTER MTWY TO SIERRA PELLONA MTWY W IN PALMDALE
- MERGE ONTO SIERRA HWY
- TURN RIGHT ONTO BOLING POINT RD
- CONTINUE ONTO RITTER MTWY
- TURN LEFT ONTO SIERRA PELLONA MTWY W
- ARRIVE AT MMC-MOUNT MCDILL, PALMDALE, CA 93551

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ZONING DRAWINGS

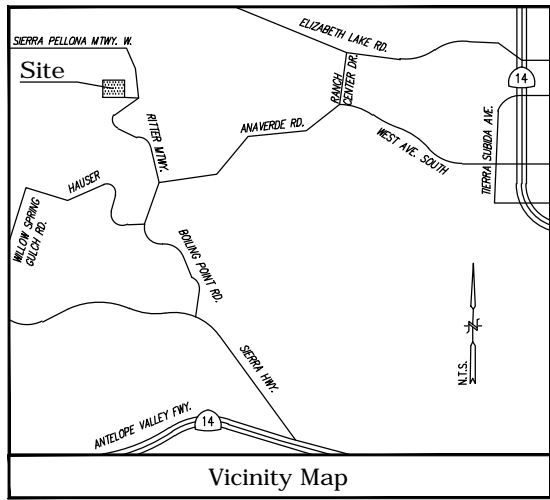
REVISIONS

NO.	DATE	DESCRIPTION
0	06-02-16	50% PROGRESS ZD'S



TITLE SHEET
T1

AGENDA ITEM H - ENCLOSURE



Title Report
 THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT.
 PREPARED BY:
 ORDER NO.:
 DATED:

Legal Description
 SOUTH HALF OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN.

Assessor's Parcel No.
 3206-015-005

Easements
 TO BE DETERMINED

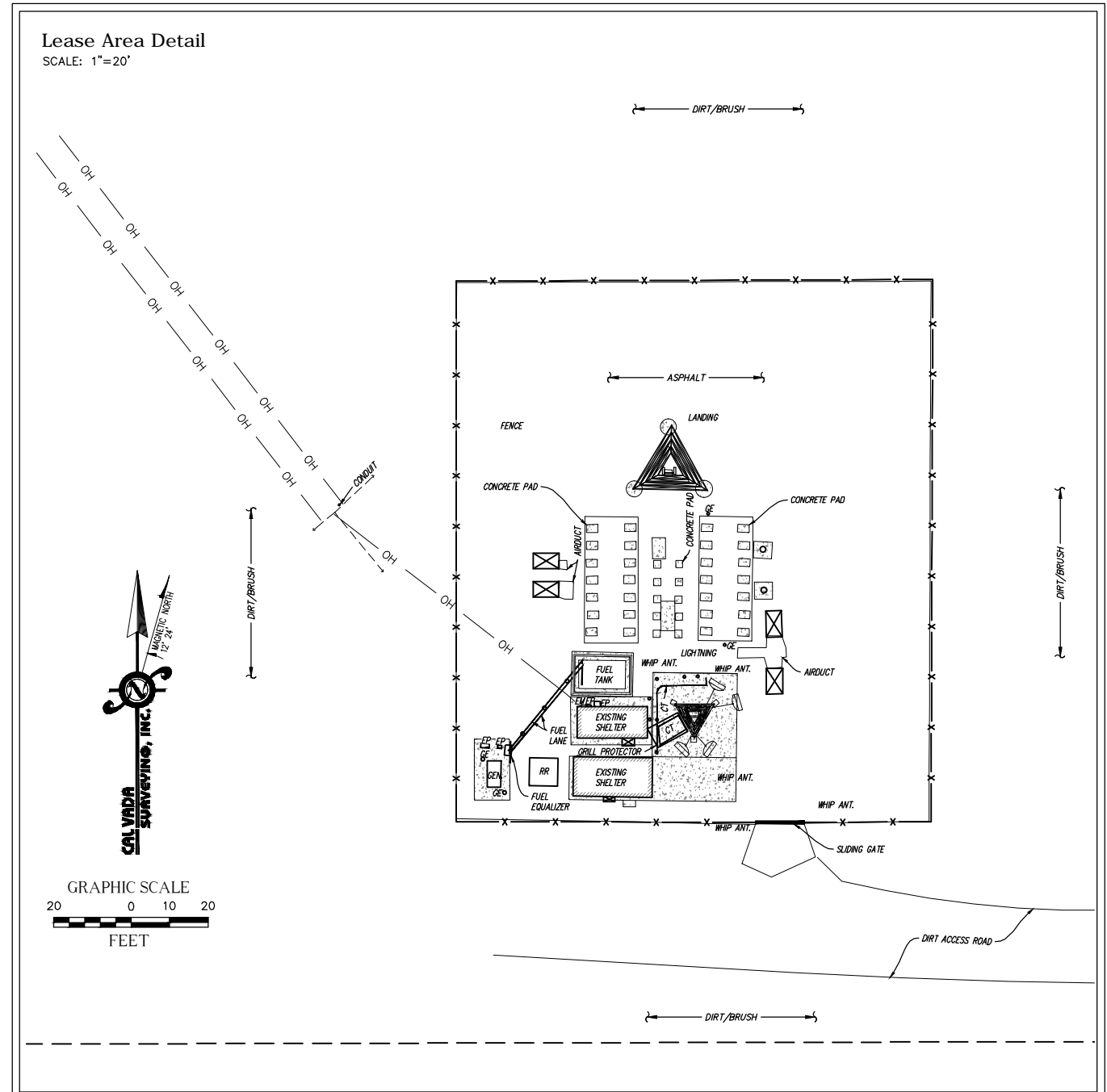
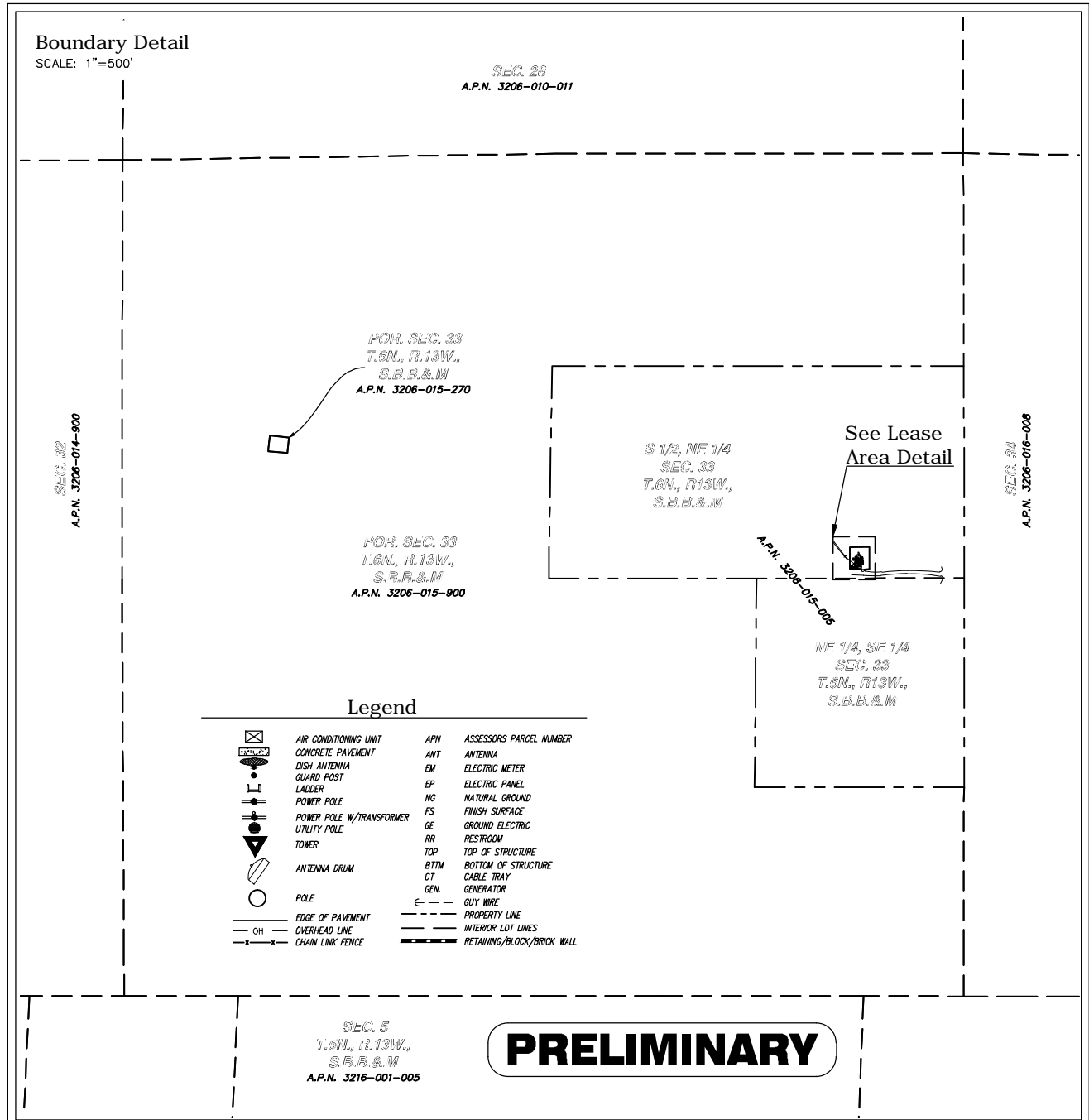
Access Easement/Lease Area
 TO BE DETERMINED

Basis of Bearings
 THE BASIS OF BEARING FOR THIS SURVEY IS THE CALIFORNIA COORDINATES SYSTEM (CCS 83), ZONE 5, 1983 DATUM, DEFINED BY SECTIONS 8801 TO 8819 OF THE CALIFORNIA PUBLIC RESOURCES CODE.

Bench Mark
 THE ELEVATIONS SHOWN HEREON ARE BASED UPON STATIC GPS OBSERVATION, HOLDING THE CSRC DATA POINT "MPS"; ELEVATION = 3262.58 FEET (NAVD 88)

Geographic Coordinates at Proposed Tower
 1983 DATUM: LATITUDE 34° 33' 57.70"N LONGITUDE 118° 15' 17.80"W
 ELEVATION = 5088.7 FEET ABOVE MEAN SEA LEVEL

Date of Survey
 MAY 18, 2016



LA-RICS
 Los Angeles Regional
 Interoperable Communications
 System

MOTOROLA SOLUTIONS

MITCHELL J ARCHITECTURE, INC.
 4883 Ronson Court, Suite N
 San Diego, CA 92111
 858.650.3130 (ph) 858.650.3140
 (fax)

Los Angeles Regional Interoperable Communications System

MMC
MMC-MOUNT MCDILL
SIERRA PELONA WEST MOUNTAIN WAY, PALMDALE, CA 91390

ISSUED DATE	06-02-16	
CONSTRUCTION RECORD		
DRAWN	AC	
CHECKED	AB	
ZONING DRAWINGS		
REVISIONS		
NO.	DATE	DESCRIPTION
0	06-02-16	50% PROGRESS ZD'S

CALVADA SURVEYING, INC.

411 Jenks Cir., Suite 205, Corona, CA 92880
 Phone: 951-280-9960 Fax: 951-280-9746
 Toll Free: 800-CALVADA www.calvada.com
 JOB NO. 16433

TOPOGRAPHIC SURVEY

C-1

AGENDA ITEM H - ENCLOSURE

31

0

APN: 3206-010-011

APN: 3206-015-270

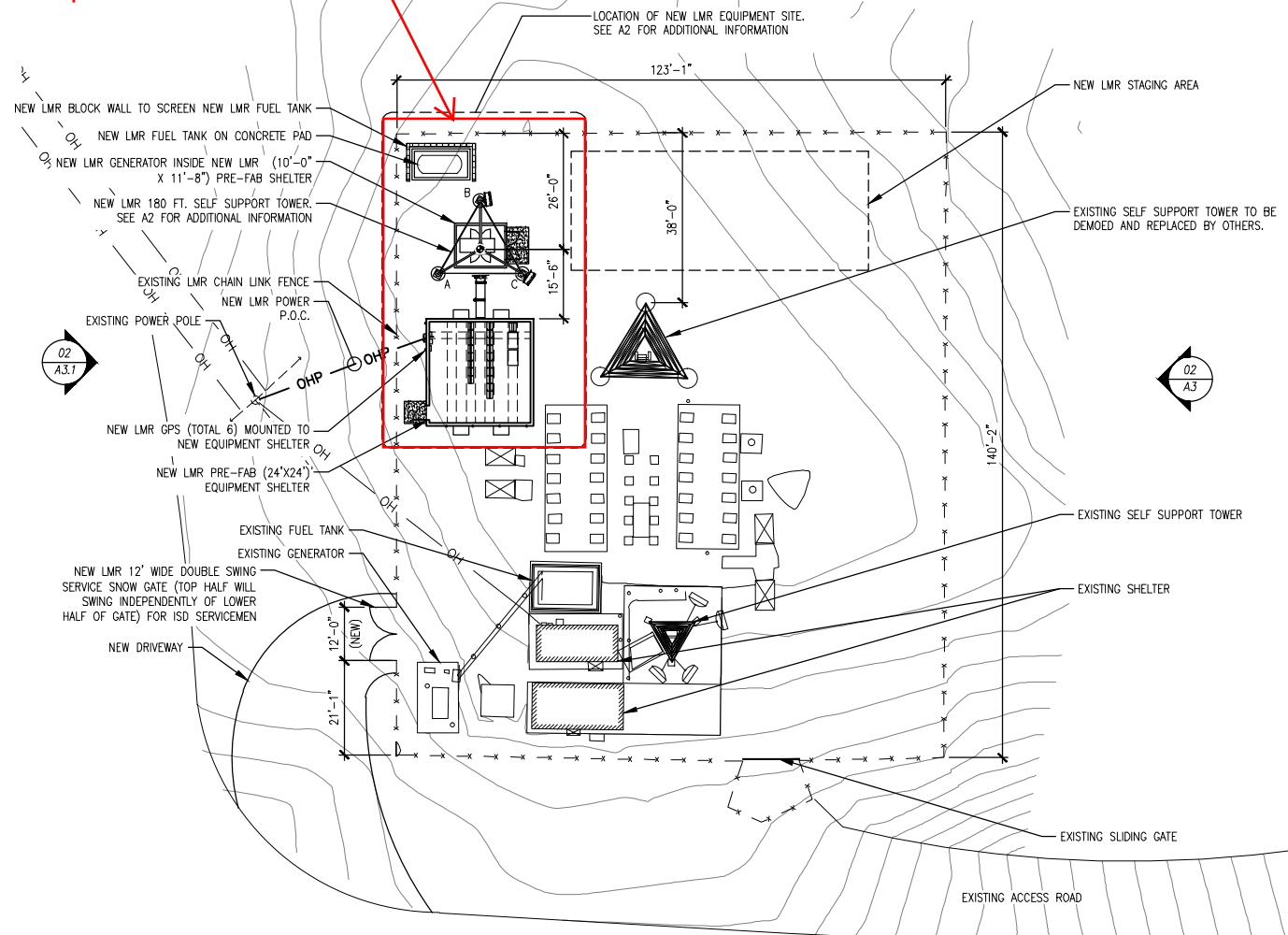
APN: 3206-015-005

APN: 3206-015-900

APN: 3216-001-005

APN: 3206-016-008

LA-RICS LMR installation footprint within the leased area compound



01

BOUNDARY PLAN

SCALE: 1"=500'



SCALE: 1"=500'



02

SITE PLAN & NOTES

SCALE: 1"=20'



SCALE: 1"=20'



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MMC-MOUNT MCDILL
SIERRA PELONA WEST MOUNTAIN WAY, PALMDALE, CA 91390

ISSUED DATE	06-02-16
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CHECKED BY	AB

ZONING DRAWINGS

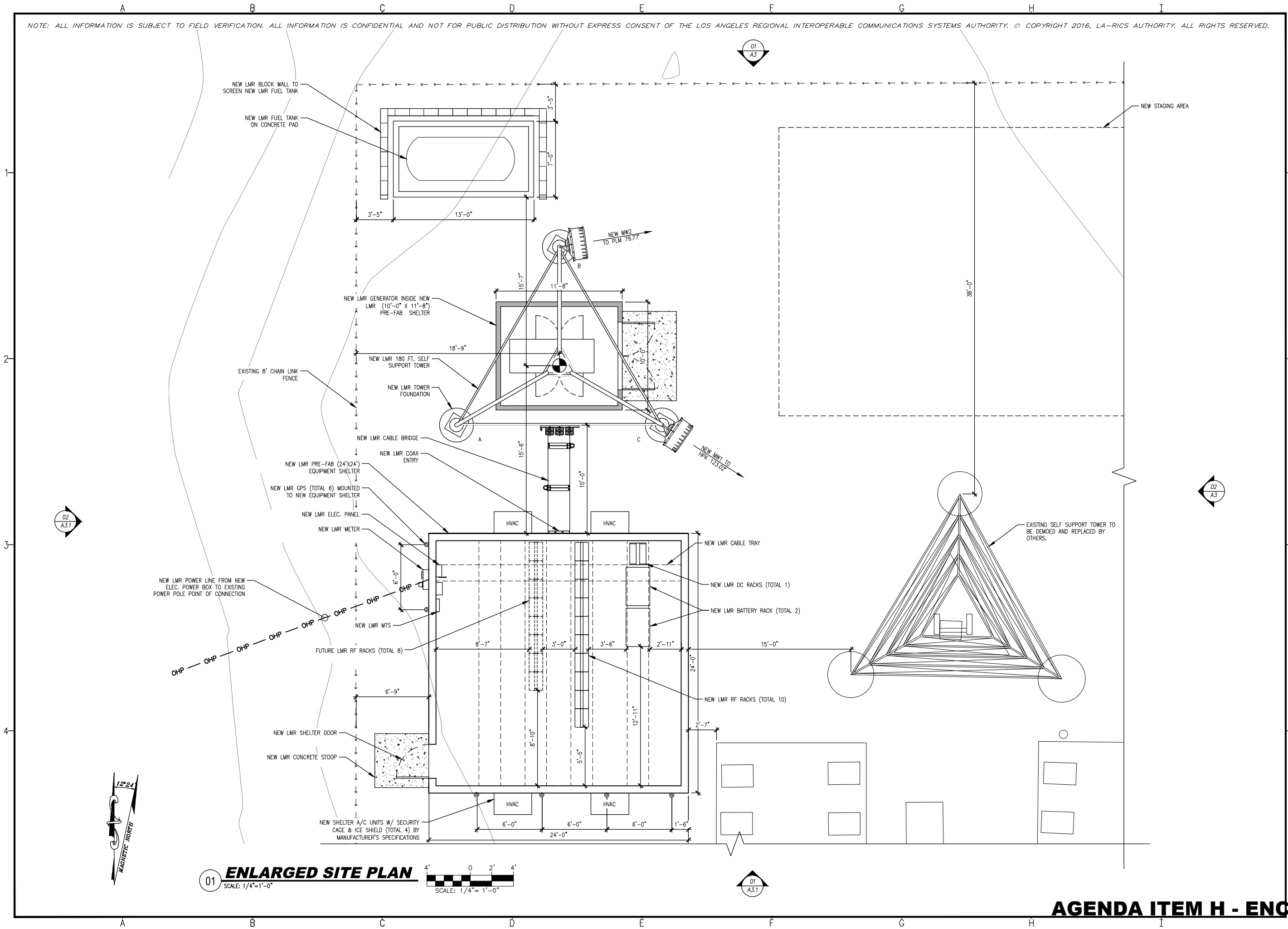
REVISIONS

NO.	DATE	DESCRIPTION
0	06-02-16	50% PROGRESS ZD'S



BOUNDARY PLAN & SITE PLAN A1


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01 ENLARGED SITE PLAN
SCALE: 1/4" = 1'-0"




Los Angeles Regional Interoperable Communications System



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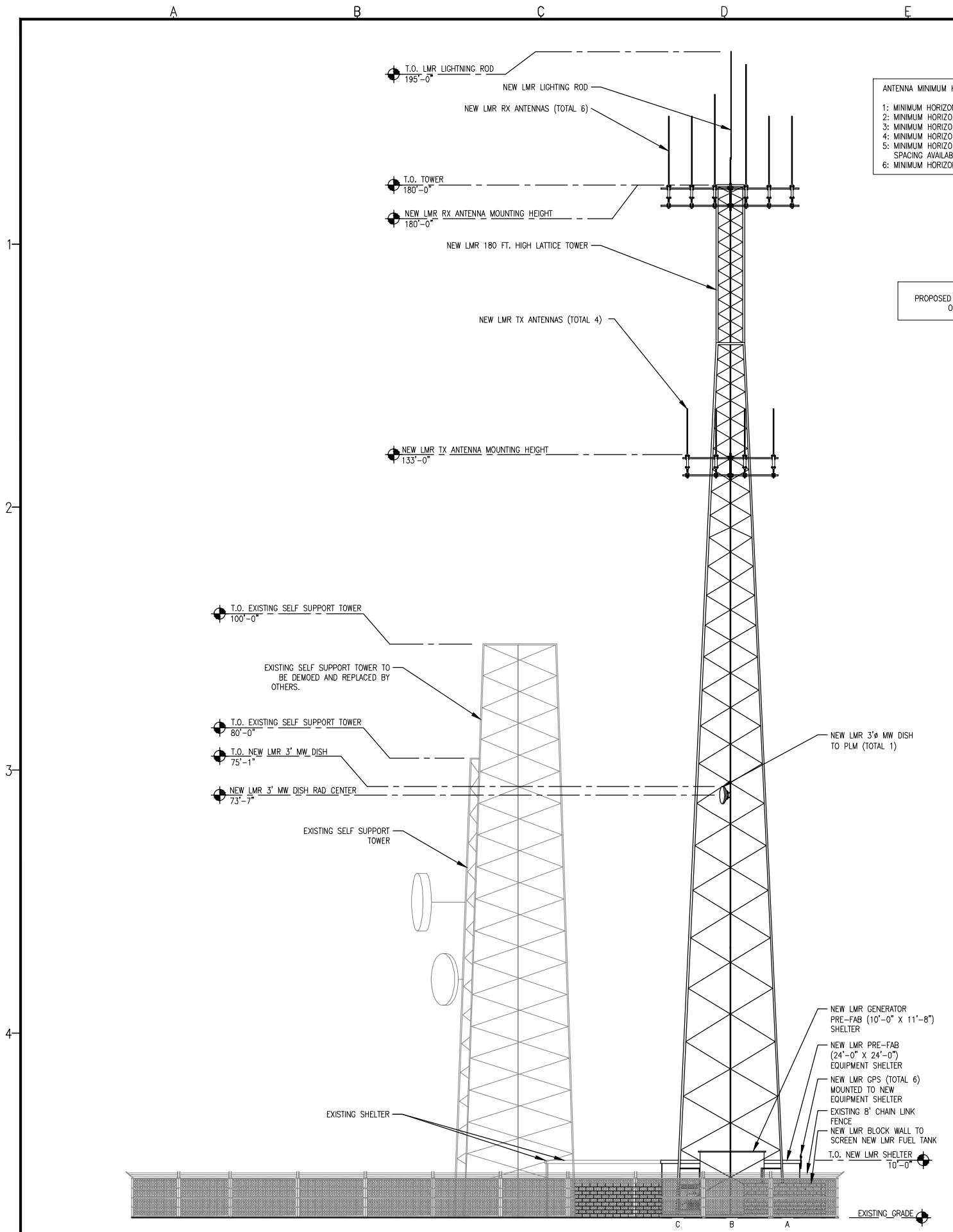
ISSUED DATE	06-02-16
CONSTRUCTION RECORD	
DRAWN BY	AC
CHECKED BY	AB

REVISIONS		
NO.	DATE	DESCRIPTION
0	06-02-16	50% PROGRESS ZD'S

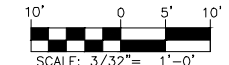


ENLARGED SITE PLAN
A2

ENCLOSURE A2
0

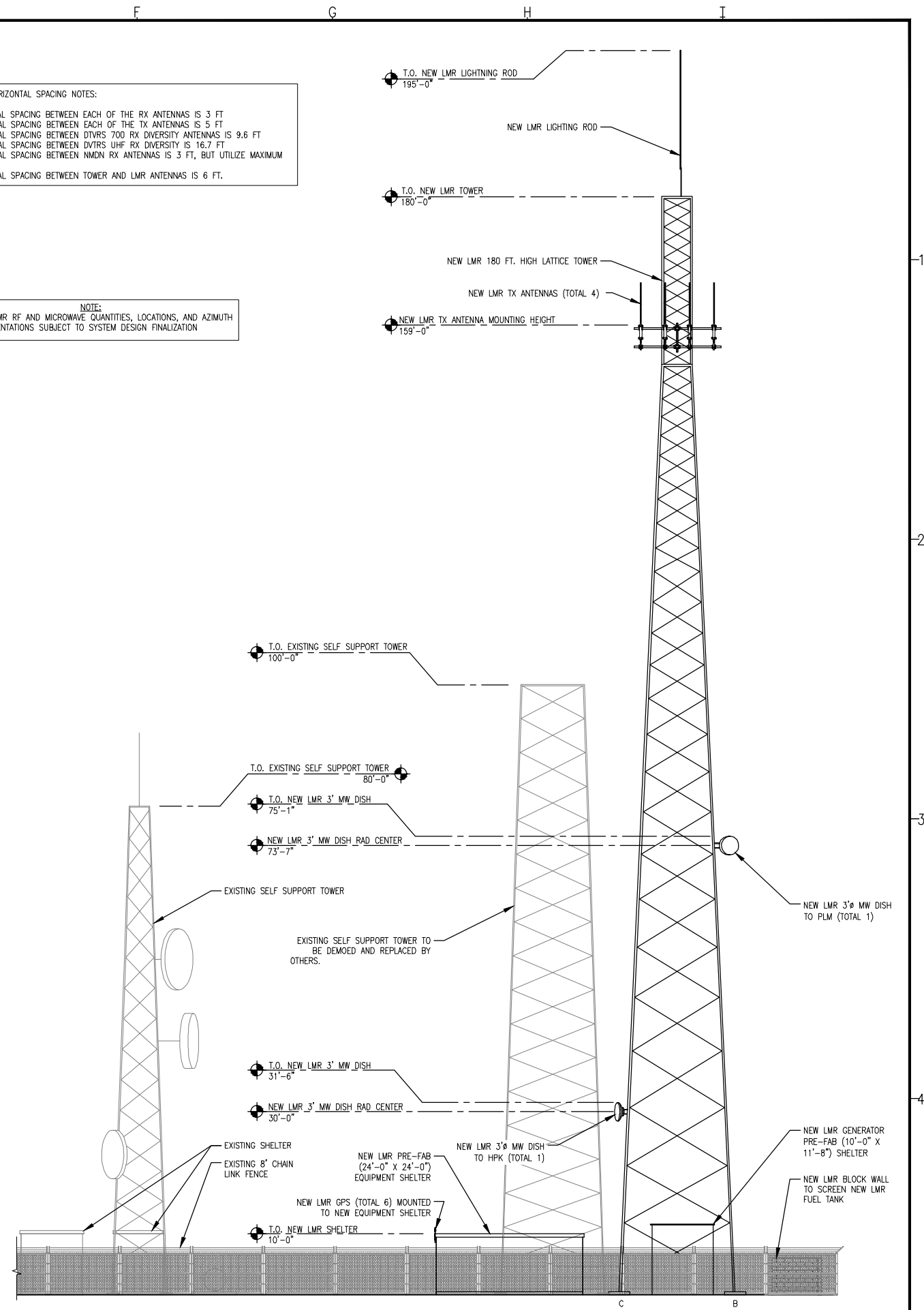


01 **NORTH ELEVATION**
SCALE: 3/32"=1'-0"

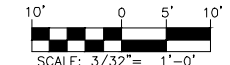


ANTENNA MINIMUM HORIZONTAL SPACING NOTES:
 1: MINIMUM HORIZONTAL SPACING BETWEEN EACH OF THE RX ANTENNAS IS 3 FT
 2: MINIMUM HORIZONTAL SPACING BETWEEN EACH OF THE TX ANTENNAS IS 5 FT
 3: MINIMUM HORIZONTAL SPACING BETWEEN DVIRS 700 RX DIVERSITY ANTENNAS IS 9.6 FT
 4: MINIMUM HORIZONTAL SPACING BETWEEN DVIRS UHF RX DIVERSITY IS 16.7 FT
 5: MINIMUM HORIZONTAL SPACING BETWEEN NMDN RX ANTENNAS IS 3 FT, BUT UTILIZE MAXIMUM SPACING AVAILABLE.
 6: MINIMUM HORIZONTAL SPACING BETWEEN TOWER AND LMR ANTENNAS IS 6 FT.

NOTE:
 PROPOSED LMR RF AND MICROWAVE QUANTITIES, LOCATIONS, AND AZIMUTH ORIENTATIONS SUBJECT TO SYSTEM DESIGN FINALIZATION




02 **EAST ELEVATION**
SCALE: 3/32"=1'-0"






Los Angeles Regional Interoperable Communications System



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 4883 Ronson Court, Suite N
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 858.650.3130 (ph) 858.650.3140 (fax)



MMC
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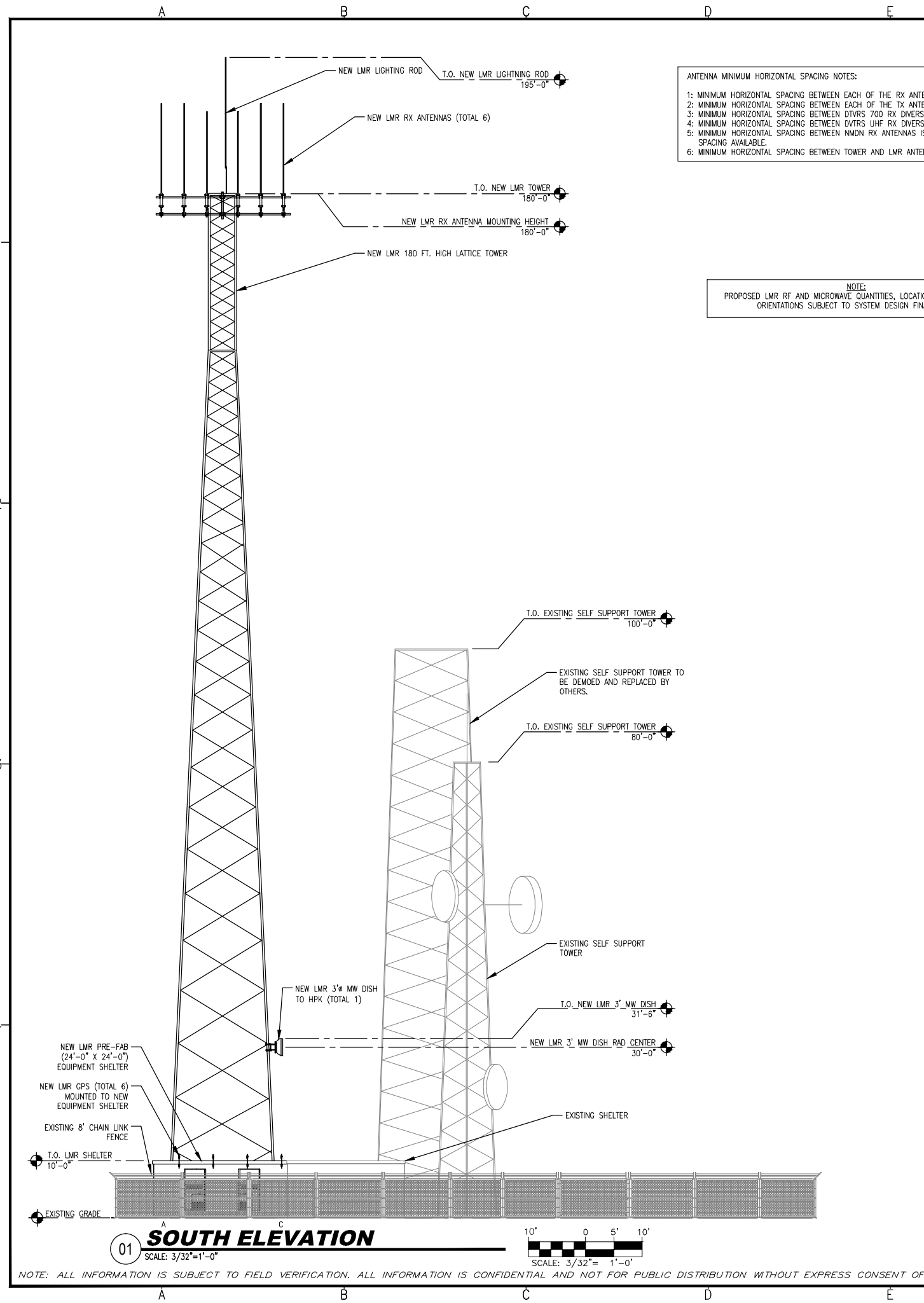
MMC-MOUNT MCDILL
 SIERRA PELONA WEST MOUNTAIN WAY, PALMDALE, CA 91390

ISSUED DATE	06-02-16
CONSTRUCTION RECORD	
DRAWN BY	AC
CHECKED BY	AB
ZONING DRAWINGS	
REVISIONS	
NO.	DATE
0	06-02-16
DESCRIPTION	
50% PROGRESS ZD'S	



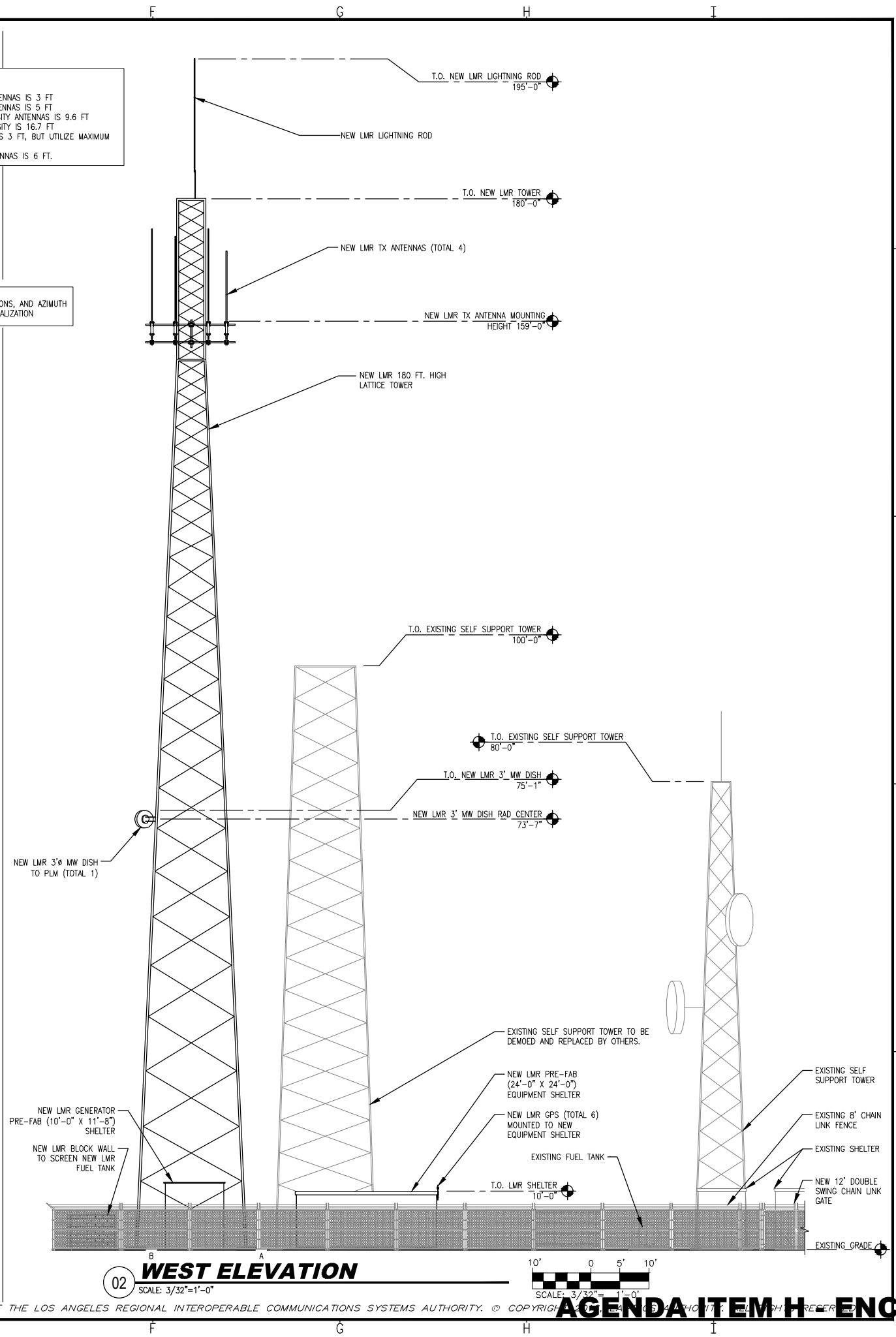
EXTERIOR ELEVATION
A3


0
0




ANTENNA MINIMUM HORIZONTAL SPACING NOTES:
 1: MINIMUM HORIZONTAL SPACING BETWEEN EACH OF THE RX ANTENNAS IS 3 FT
 2: MINIMUM HORIZONTAL SPACING BETWEEN EACH OF THE TX ANTENNAS IS 5 FT
 3: MINIMUM HORIZONTAL SPACING BETWEEN DIVERS 700 RX DIVERSITY ANTENNAS IS 9.6 FT
 4: MINIMUM HORIZONTAL SPACING BETWEEN DIVERS UHF RX DIVERSITY IS 16.7 FT
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 6: MINIMUM HORIZONTAL SPACING BETWEEN TOWER AND LMR ANTENNAS IS 6 FT.

NOTE:
 PROPOSED LMR RF AND MICROWAVE QUANTITIES, LOCATIONS, AND AZIMUTH ORIENTATIONS SUBJECT TO SYSTEM DESIGN FINALIZATION





Los Angeles Regional Interoperable Communications System



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MMC
 Los Angeles Regional Interoperable Communications System


SIERRA PELONA WEST MOUNTAIN WAY, PALMDALE, CA 91390

ISSUED DATE	06-02-16
CONSTRUCTION RECORD	
DRAWN BY	AC
CHECKED BY	AB

ZONING DRAWINGS

REVISIONS

NO.	DATE	DESCRIPTION
0	06-02-16	50% PROGRESS ZD'S



EXTERIOR ELEVATION
A3.1

01 SOUTH ELEVATION
 SCALE: 3/32"=1'-0"

02 WEST ELEVATION
 SCALE: 3/32"=1'-0"

AGENDA ITEM H ENCLOSURE

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**CONSENT TO SITE ACCESS AGREEMENT
MOUNT MCDILL COMMUNICATION SITE**

THIS CONSENT TO SITE ACCESS AGREEMENT (this “**Consent Agreement**”) is made as of _____, 2016 by and among LOCKHEED MARTIN CORPORATION (“**Master Lessor**”), COUNTY OF LOS ANGELES, a body politic and corporate (“**County**”), and THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY, a Joint Powers Authority, hereinafter referred to as “LA-RICS Authority” (“**LA-RICS Authority**”).

RECITALS:

A. Reference is hereby made to that certain Telecommunications Site Lease Agreement between Master Lessor and County, under County lease No. **29937**, dated June 14, 1977 and expiring June 13, 2017 (the “**Master Lease**”), whereby Master Lessor leased to County and County leased from Master Lessor that certain piece of land at Mount McDill with Los Angeles County Assessor Parcel Number (APN) 3206-015-005, (the “**Property**”), and more commonly known as Los Angeles County Mount McDill Communication Site.

B. County has requested Master Lessor's consent to that certain site access agreement, dated _____ (the “**Site Access Agreement**”), between County and Licensee. A copy of the Site Access Agreement is attached hereto as Exhibit “1”.

C. Master Lessor is willing to consent to the Site Access Agreement on the terms and conditions contained herein.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants contained in this Consent Agreement, and for valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. **Master Lessor's Consent.** Master Lessor hereby consents to the Site Access Agreement only upon the terms and conditions set forth in this Consent Agreement. The Site Access Agreement is subject and subordinate to the Master Lease. Master Lessor shall not be bound by any of the terms, covenants, conditions, provisions or agreements of the Site Access Agreement.

2. **Non-Release of L-RICS Authority; Further Transfers.** Neither the Site Access Agreement nor this Consent Agreement will: (a) release or discharge County from any liability, whether past, present or future, under the Master Lease; (b) alter the primary liability of County to pay the rent and perform and comply with all of County's obligations under the Master Lease (including the payment of all bills rendered by Master Lessor for charges incurred by County for services and materials supplied to the property licensed pursuant to the Site Access Agreement); (c) be construed as a waiver of Master

Lessor's right to consent to an amendment of the Site Access Agreement or to any further Site Access or assignment either by County or by the Licensee under the Master Lease or the Site Access Agreement, or as a consent to any portion of the Property being used or occupied by any other party.

3. General Provisions.

3.1 Controlling Law. The terms and provisions of this Consent Agreement shall be construed in accordance with and governed by the internal laws of the State of California.

3.2 Entire Agreement; Waiver. This Consent Agreement constitutes the final, complete and exclusive statement between the parties to this Agreement pertaining to the terms of Master Lessor's consent to the Site Access Agreement, supersedes all prior and contemporaneous understandings or agreements of the parties, and is binding on and inures to the benefit of their respective heirs, representatives, successors and assigns. No party has been induced to enter into this Consent Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Consent Agreement. Any agreement made after the date of this Consent Agreement is ineffective to modify, waive, or terminate this Consent Agreement, in whole or in part, unless that agreement is in writing, is signed by the parties to this Consent Agreement, and specifically states that agreement modifies this Consent Agreement.

3.3 Binding Effect. This Consent Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.

3.4 Captions. The paragraph captions utilized herein are in no way intended to interpret or limit the terms and conditions hereof; rather, they are intended for purposes of convenience only.

3.5 Capitalized Terms. All terms spelled with initial capital letters in this Agreement that are not expressly defined in this Consent Agreement will have the respective meanings given such terms in the Master Lease.

3.6 Severability. If any term, provision, covenant or condition contained in this Consent Agreement is, to any extent, held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Consent Agreement, or the application of that term, provision, covenant or condition to persons or circumstances other than those as to which it is held to be invalid or unenforceable, will not be affected by that invalidity or unenforceability, and all other terms, covenants and conditions of this Consent Agreement will be valid and enforceable to the fullest extent possible permitted by law.

3.7 Counterparts. This Consent Agreement may be executed in any number of original counterparts. Any such counterpart, when executed, shall constitute an original of this Consent Agreement, and all such counterparts together shall constitute one and the same Consent Agreement. Either party may deliver its signature to the other via

facsimile or electronic (PDF) transmission, and any signature so delivered shall be binding on the delivering party.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Consent to Site Access Agreement as of the date first referenced above.

MASTER LESSOR
LOCKHEED MARTIN CORPORATION

By: _____
Name: _____
Its: _____

COUNTY OF LOS ANGELES

By: _____
Name: _____
Its: _____

LA-RICS Authority

By: _____
Name: _____
Its: _____