



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS MEETING

Thursday, January 12, 2017 • 9:00 a.m.

Los Angeles County Sheriff's Department

The Hertzberg Davis Forensic Science Center

1800 Paseo Rancho Castilla, Conference Room 223 through 227

Los Angeles, CA 90032

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

AGENDA POSTED: January 6, 2017

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

Members:

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

Alternates:

John Geiger, General Manager, CEO, County of Los Angeles
Chris Bundesen, Asst., Fire Chief, County of Los Angeles Fire Dept.
Dean Gialamas, Division Dir., Los Angeles County Sheriff's Dept.
Kay Fruhwirth, Asst., Dir., EMS Agency, County of LADHS
Scott Haberle, Fire Chief, City of Monterey Park Fire Dept.
Donna Cayson, Captain, City of Sierra Madre Police Dept.
Marcel Rodarte, Executive Dir., CA Contract Cities Assoc.
Louis Perez, Deputy Chief, City of Inglewood Police Dept.
Richard Rocchi, Interim Captain, City of Signal Hill Police Dept.
David Povero, Captain, City of Covina Police Dept.

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. December 12, 2016 – Special 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-E)

D. Outreach Update

Agenda Item D

E. Land Mobile Radio Redundant Core Relocation

Agenda Item E

VIII. ADMINISTRATIVE MATTERS (F-I)

F. APPROVE SITE ACCESS AGREEMENTS WITH THE COUNTY OF LOS ANGELES AND THE CITY OF CLAREMONT, AND AN AMENDMENT TO SITE ACCESS AGREEMENT WITH THE CITY OF LONG BEACH FOR LAND MOBILE RADIO SYSTEM SITES

It is recommended that your Board:



1. Find that the approval and execution of the Site Access Agreements (SAA) for Cerro Negro (CRN), and Claremont (CLM) to allow for all Land Mobile Radio (LMR) system work to occur at these two sites, as covered by the SAAs are within the scope of the activities previously authorized at site CRN on December 17, 2015, and at site CLM on November 13, 2014, which your Board previously found statutorily exempt from review under California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System (LA-RICS) project.
2. Find that (a) approval of the Amendment to an existing SAA with the City of Long Beach for site SGH to allow for all Land Mobile Radio system work to occur at this site is (a) within the scope of the impacts analyzed in the Final Environmental Impact Report (EIR) for the LA-RICS LMR System previously certified under the CEQA on March 29, 2016; and (b) there are no changes to the project at this site or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.
3. Authorize the Interim Executive Director to finalize and execute agreements substantially similar in form to the enclosed SAAs and Amendment to SAA.

Agenda Item F

G. APPROVE AMENDMENT NO. 24 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM – LAND MOBILE RADIO SYSTEM

It is recommended that your Board:

1. Make the following findings:
 - a. Find that (a) approval of the changes necessary to reflect the reconciliation of two (2) LMR System Sites (Agoura Hills (AGH) and Verdugo Peak (VPK)) to align with the updated LMR System Design are within the scope of the impacts analyzed in the Final Environmental Impact Report (EIR) for the Los Angeles Regional Interoperable Communications System (LA-RICS) LMR System previously certified under the California Environmental Quality Act (CEQA) on March 29, 2016; and (b) there are no changes to the project at these sites or to the circumstances under which the project is undertaken that require further review under CEQA.



- b. Find that (a) approval of the changes necessary to reflect the reconciliation of four (4) LMR System Sites (Bald Mountain (BMT), Cerro Negro (CRN), Monte Vista (MVS), and Oat Mountain Nike (ONK)) to align with the updated LMR System Design is within the scope of the activities previously authorized at these four (4) sites which your Board previously found statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System project.
2. Approve Amendment No. 24 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect the reconciliation of six (6) LMR System Sites to align with the updated LMR System Design for a cost increase in the amount of \$2,379,232.
3. Authorize an increase to the Maximum Contract Sum by \$2,379,232, when taking the cost increase into consideration from \$286,466,082 to \$288,845,314.
4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 24.
5. Delegate authority to the Interim Executive Director to execute Amendment No. 24, in substantially similar form, to the enclosed Amendment (Enclosure).

Agenda Item G

H. AMENDMENT NO. 23 TO THE PROJECT AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

It is recommended that your Board:

1. Approve an increase to the Maximum Contract Sum in the amount of \$240,000 increasing the Maximum Contract Sum amount from \$37,858,957 to \$38,098,957, to allow Jacobs to continue assisting the Authority with the PSBN Warranty closeout work through March 31, 2017.
2. Delegate authority to the Interim Executive Director to execute Amendment No. 23 with Jacobs, substantially similar in form to the enclosed, and issue one or more Notices to Proceed for this work.

Agenda Item H



I. APPROVE AMENDMENT NO. 9 FOR PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES

It is recommended that your Board:

1. Approve an extension to the term of the Televate Agreement to March 31, 2017, to allow Televate to continue assisting the Authority with the PSBN Warranty Period closeout work.
2. Approve an increase to the Maximum Contract Sum in the amount of \$415,000, increasing the Maximum Contract Sum amount from \$7,646,978 to \$8,061,978 to allow Televate to continue assisting the Authority with the PSBN Warranty Period closeout work through March 31, 2017.
3. Delegate authority to the Interim Executive Director to execute Amendment No. 9, substantially similar in form to the Enclosure.

Agenda Item I

IX. MISCELLANEOUS – NONE

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

XI. CLOSED SESSION REPORT (TRUC)

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

XII. ADJOURNMENT and NEXT MEETING:

Thursday, February 2, 2017, at 9:00 a.m., location To Be Determined (TBD).



BOARD MEETING INFORMATION

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

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

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

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

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

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



BOARD OF DIRECTORS

MEETING MINUTES

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY**

December 12, 2016
The Hertzberg Davis Forensic Science Center
1800 Paseo Rancho Castilla, Conference Room 223 through 227
Los Angeles, CA 90032

Board Members Present:

Mark Alexander, City Manager, CA Contract Cities Assoc.
John Curley, 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., Los Angeles County Sheriff's Dept.
Kay Fruhwirth, Asst., Dir., EMS Agency, County of LADHS

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.
Mark Fronterotta, Chief of Police, City of Inglewood Police Dept.
Chris Nunley, Captain, City of Signal Hill Police Dept.
David Povero, Captain, City of Covina Police Dept.



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

I. CALL TO ORDER

Director Dean Gialamas called the Regular Meeting of the Board to order at 9:54 AM.

II. ANNOUNCE QUORUM – Roll Call

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

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

A. November 3, 2016 – Regular Meeting Minutes

B. November 29, 2016 – Special Meeting Minutes

Director Gialamas asked for a motion to approve both sets of minutes, Alternate Member Bundesen motioned first, seconded by Alternate Member Geiger.

Ayes 6: Alexander, Curley, Geiger, Bundesen, Gialamas, and Fruhwirth.

MOTION APPROVED

IV. PUBLIC COMMENTS – (None)

(DIRECTOR GIALAMAS TOOK ITEM XI CLOSED SESSION, OUT OF ORDER.)

V. CONSENT CALENDAR – (None)

VI. REPORTS (C)

C. Director's Report – John Radeleff

Interim Executive Director Radeleff introduced the new Project Manager for Motorola, Norm Folger. Motorola Project Manager Folger acknowledged his executives for his new position as Project Manager of the LA-RICS project and stated that he is thankful for the opportunity to work with LA-RICS. Interim Executive Director Radeleff presented a scroll for Jim Hardimon to Motorola Project Manager Folger as well as a letter from LA-RICS thanking Jim for his services.

Interim Executive Director Radeleff provided an update on the Urban Areas Security Initiative (UASI) Approval Authority and stated that one of the things that LA-RICS was able to accomplish was to get commitment from the UASI Approval Authority for



funding completion of the Land Mobile Radio (LMR) project. UASI 17 is currently in the application process and the Approval Authority has approved submission of the LA-RICS application totaling \$35 million. In regards to Long Term Evolution (LTE) Round 2, the audit by the Inspector General of National Telecommunications and Information Administration (NTIA) and its oversight of the LA-RICS project is ongoing. NTIA is also waiting for the FirstNet contract to be awarded. Interim Executive Director Radeleff requested \$6.5 million of the funding award be expedited out of the \$37 million that is currently being held to allow for the immediate purchase of rapid response vehicles, applications, upgrade to the network operation center to host and deploy safety applications, network management, training, and testing lab for applications. We are also requesting funding for the Interconnection Safety Enterprise Network to address the technical and financial obstacles of onboarding users to the system. We are waiting for upper level management of NTIA to approve the request for a portion of the \$37 million augmentation.

D. Project Manager's Report – Chris Odenthal

Jacobs Project Manager Chris Odenthal stated the Project Manager's Report will show activity that reflects design to construction movement/progression. Today, we have a pre-construction meeting at 2 p.m., at Puente Hills Nike and construction on that site begins tomorrow. This is the first site that the Authority has worked on over the last eight years to secure environmental, technical, and financial clearances. Construction is moving forward and we have shelters and equipment on order that will be arriving at the end of the month to continue the build out at Bald Mountain, Hauser Peak and a variety of sites to secure spend of the funds allocated UASI 12 and 14 by March 2017. Next month you will see more activity such as building permits, and the color of the maps changing to reflect construction and equipment installation completion in the next four to five months. There will be ongoing network testing that will continue throughout the project timeline.

Jacobs Project Manager Odenthal also stated the Authority is moving forward with the purchase of equipment as well as the Phase 2 construction activity, utilizing approximately \$9.5 million for UASI 12 that is allocated to sites and an additional \$3 to \$4 million for UASI 14. The sites will total about \$13 million over the next four months. Towers will start to go up at FCCF, Mount McDill, Monte Vista, and Mira Loma in the desert. We will provide progress updates as we move forward. Alternate Member Geiger asked if there are going to be a number of sites under construction in the next few months. Jacobs Project Manager Odenthal stated there will be 12 sites under construction.

Lastly, there is an item on today's agenda for an LTE Amendment before you for approval to remove coverage testing and completing cluster tuning of the network for LTE 1, which is largely done. Motorola has released R9 and it is now being updated to R11. Once this upgrade is finalized, we will get users onboard and all testing will



be completed, projected by February. Alternate Member Geiger asked if R11 is the latest software version and Jacobs Project Manager Odenthal stated yes R11 is the latest version.

VII. DISCUSSION ITEMS (E-F)

E. Outreach Update

Interim Executive Director Radeleff referenced the enclosed Outreach Memo and its contents in his Director's report and asked if there were any questions. There was no discussion.

F. Assessment of LA-RICS

Interim Executive Director Radeleff stated that there are four sections to his Assessment Report. The first part dealt with personnel and organizational structure, which required no action by the Board. The report discussed the lack of Fire staff, and we have four Fire staff that will be hired within the next six weeks and incorporated into the Project Team. A Re-organizational structure was incorporated to allow for the new Executive Director to have control and manageability of personnel. The finance and funding plan will require future action by the Board. Board Member Mark Alexander asked if it would be helpful if Finance Committee view changes to the funding plan before it goes back to the Board. Interim Executive Director Radeleff stated he would like to present the model that is currently being worked on to the Board at a later time. Board Member Alexander stated the Finance Committee would need some parameters from the Board before we look into changes to the Funding Plan, it would be helpful to have input from the Finance Committee. Board Member Alexander asked if he can view the draft cost model impacts to Contract Cities, and Interim Executive Director Radeleff stated yes information will be shared as it is received. The other recommendation is not to bill members until next July with the approval of the Board. Alternate Member Geiger stated that the billing of members should commence with the use of the System, do we have a shortage allowing for the delay in billing or are we carrying over arrearage or is the cost grant funded? Administrative Chief Susy Orellana-Curtiss stated the grant funds fully cover costs to date because certain maintenance has not commenced (in the no-cost warranty period) and a contract for maintenance has not yet been brought to your Board. Due to the extensions on no-cost warranty, we are able to extend the delay in billing. Interim Executive Director Radeleff stated he will have staff put together a cost impact on how long we can carry out delay in billing of membership. Director Gialamas asked staff include what kind of timeframe are we looking at and if it is July, we have time for financial considerations.

We have been limited to spending only one grant year at a time and now we are spending three grant years at a time. Opt-in and opt-out will be discussed in the



future, therefore no action will be taken at this time. Interim Executive Director Radeleff went on to state that another recommendation in my Assessment report was relationships and marketing, some updates include development of the Factsheet, Newsletter, update of the website, and LA-RICS presence in social media. Interagency Communications Interoperability System (ICIS) relationship is very corporative. Business strategy was to monitor efforts and deployment of the system to get users on board. Lastly, the draft vision statement is ready but release is on hold for the input by the new Executive Director. This is the update on the assessment. Director Gialamas acknowledged Interim Executive Director Radeleff for all of his achievements with LA-RICS, which include relationships, partnerships, leadership and a great team working behind you. There has been remarkable change within LA-RICS. Interim Executive Director Radeleff thanked the staff and stated they are remarkable.

(DIRECTOR GIALAMAS REQUESTED TO TAKE ITEM VIII. K OUT OF ORDER)

VIII. ADMINISTRATIVE MATTERS (G-K)

G. 2017 SCHEDULE OF LA-RICS BOARD MEETINGS

Director Gialamas presented the 2017 Schedule of LA-RICS Board Meetings and requested that the Board approve the following dates:

1. January 5
- February 2
- March 2
- April 6
- May 4
- June 1
- July 6
- August 3
- September 7
- October 5
- November 2
- December 7

All Regular Meetings will be held at 9:00 a.m. Pacific Time at the at the Los Angeles County Sheriff's Department, The Hertzberg Davis Forensic Science Center, 1800 Paseo Rancho Castilla, Conference Rooms 223 through 227, Los Angeles, California 90032.

Alternate Member Geiger requested to amend the January 5th meeting to January 12th due to the holiday.



Director Gialamas called for a motion, Alternate Member Geiger motioned first, seconded by Board Member Curley.

Ayes 6: Alexander, Curley, Geiger, Bundesen, Gialamas, and Fruhwirth.

MOTION APPROVED

H. APPROVE AMENDMENT NO. 23 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM – LAND MOBILE RADIO (LMR) SYSTEM

Administrative Contracts Manager Jeanette Arismendez presented to the Board Agenda Item H, Amendment No. 23 to Agreement No. LA-RICS 007 for the LMR System, requesting that the Board take the following action:

1. Make the following findings:
 - a. Find that approving activities covered by the Unilateral Options for Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), and Phase 4 (LMR System Implementation), which would allow design, construction, implementation, operation, and maintenance of LMR System infrastructure, including all Work included in the Agreement No. LA-RICS 007, as well as any amendments, and Notices to Proceed as referenced herein and in the Agreement, is statutorily exempt from review under California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25 at nine (9) LMR System Sites (BHS, BKK, DPW38, LAN, POM, RPV1, SPH, UCLA and WWY) and is categorically exempt from CEQA pursuant to CEQA Guidelines Sections 15301, 15303 and 15304 at one (1) LMR System Site (UNIV) for the reasons stated in this letter and as noted in the record of the project.
 - b. Find that any leased circuit work that may occur outside of the ten (10) LMR System Sites identified in Section 1.a, above, if needed to provide network connectivity to the LMR System site, is categorically exempt under CEQA pursuant to CEQA Guidelines Sections 15301, 15303, and 15304 for the reasons stated in this letter and as noted in the record of the project.
 - c. Find that inclusion of one (1) LMR System Site (Industry Water Tank (IND)) into Phase 1 (System Design) and exercise of the Unilateral Option for all Work in Phase 1 (System Design) at this site is not a project CEQA pursuant to CEQA Guidelines Sections 15378 and 15061(b)(3), is statutorily exempt from CEQA pursuant to CEQA Guidelines Sections 15262, and is categorically exempt from CEQA pursuant to CEQA



Guidelines Sections 15304 and 15306 for the reasons stated in this letter and in the record for the project.

- d. Find that the purchase and use of Radio Equipment for Agreement No. LA-RICS 007 is exempt from review under CEQA as it is not a project pursuant to CEQA Guidelines Sections 15378(b)(2) and (b)(5), and 15061 (b)(3).
2. Approve the activities covered by the Unilateral Options for Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), and Phase 4 (LMR System Implementation), which would allow design, construction, implementation, operation, and maintenance of LMR System infrastructure, and any leased circuit work that may be needed, at ten (10) LMR System Sites (BHS, BKK, DPW38, LAN, POM, RPV1, SPH, UCLA, UNIV, and WWY), subject to future reconciliation of the sites to align with LMR System Design and corresponding costs.
 3. Approve Amendment No. 23 to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect the following:
 - a. Include four (4) LMR System Sites (IND, SPH, UNIV, and LAN) and all Work associated with these sites into Phase 1 (System Design, to be contemplated in the LMR System for a cost increase in the amount of \$38,068.
 - b. Exercise the respective Unilateral Options for the four (4) LMR System Sites pursuant to Item 2.a.
 - c. Purchase Radio Equipment to be used with the Authority's LMR User Equipment in the amount of \$948.
 4. Authorize an increase to the Maximum Contract Sum by \$39,016, when taking the cost increases into consideration from \$286,427,066 to \$286,466,082.
 5. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 23.
 6. Delegate authority to the Interim Executive Director to execute Amendment No. 23, in substantially similar form, to the Amendment enclosed with the Board Letter.

Director Gialamas asked for a motion, Alternate Member Bundesen motioned first, seconded by Alternate Member Geiger.

Ayes 6: Alexander, Curley, Geiger, Bundesen, Gialamas, and Fruhwirth.



MOTION APPROVED

I. APPROVE AMENDMENT NO. 19 FOR AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS) PUBLIC SAFETY BROADBAND NETWORK (PSBN)

Administrative Contracts Manager Arismendez and Lead Engineer Ted Pao and Jacobs Project Manager Odenthal will join in on this particular action and will address any questions, if any arise. Administrative Contracts Manager Arismendez presented to the Board Agenda Item I, Amendment No. 19 to Agreement No. LA-RICS 008 for the PSBN System, requesting that the Board take the following action:

1. Approve Amendment No. 19 to Agreement No. LA-RICS 008 for the PSBN with Motorola, in substantially similar form to the Enclosure to the Board Letter, which revises the Agreement to reflect the following:
 - (a) Extend the Warranty Period until March 31, 2017, at no additional cost to the Authority, in order to complete ongoing Work within this period.
 - (b) Make changes necessary to upgrade the Authority's Deployable Vehicle, which include the requisite services, equipment, material, configuration, installation, backup power, antenna storage, mounts, fiber connectivity and backhaul services, and related Work to support Special Events for an increase in the amount of \$235,768.
 - (c) Reflect a reduction in Training as certain Training courses will not be provided to the Authority for a decrease in the amount of \$200,000.
 - (d) Reflect a reduction in Wide Area Coverage Testing as it is no longer necessary in order to accept the System for a decrease in the amount of \$2,153,150.
 - (e) Reflect an increase in Optimization Work necessary to account for the direction provided to Motorola to extend efforts on Optimization and discontinue Wide Area Coverage Testing for an increase in the amount of \$550,000.
2. Authorize a decrease to the Maximum Contract Sum by \$1,567,382, when taking the cost increases and decreases into consideration, from \$141,376,725 to \$139,809,343.
3. Authorize the Authority to release the 10 percent Holdback to Motorola for certain Work that has been completed, accepted, invoiced, and paid in Phase 1



(System Design), Phase 2 (Site Construction and Site Modification), and Phase 3 (Supply PSBN Components) in the amount of \$4,244,815.

4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 19.
5. Delegate authority to the Interim Executive Director to execute Amendment No. 19 in substantially similar form to the Amendment enclosed with the Board Letter.

Alternate Member Geiger asked County Counsel Moore if the 10% hold back release is a finite point or a start of a range permitted to release. County Counsel Moore indicated that the contract originally tied the 10% retainer to final acceptance but given that we have extended the Warranty Period for no cost and the retainer amount recommended for release is tied to work successfully completed and accepted as part of Phases 1, 2 and a portion of Phase 3, the Board has discretion to break out the hold backs into payments in smaller amounts. The staff recommendation is to pay the retainage amount for Phases 1, 2, and a portion of 3.

Alternate Member Geiger asked about item (b) the deployable vehicle that supports special events, is that generically what the deployables are for or are you referring to a specific event? Administrative Contracts Manager Arismendez stated it is for one deployable System on Wheels (SOW) and the upgrades will generally support special events, such as the upcoming Rose Parade and Rose Bowl and any events upcoming in 2017. Jacobs Project Manager Odenthal stated when you purchased the System on Wheels you did not have LTE equipment to equip the SOW you now have the LTE equipment to install in it. The cell hasn't yet been able to be deployed for LTE PSBN network event that is the purpose for this amendment.

Director Gialamas asked for a motion, Board Member Alexander motioned first, seconded by Director Gialamas.

Ayes 6: Alexander, Curley, Geiger, Bundesen, Gialamas, and Fruhwirth.

MOTION APPROVED

J. APPROVAL SITE ACCESS AGREEMENTS AND CONSENT TO SITE ACCESS AGREEMENT FOR LAND MOBILE RADIO SYSTEM SITES

Executive Assistant Wendy Stallworth-Tait introduced the following Item 2 and 3 and recommended that the Board take the following actions:

1. Find that the approval and execution of the Site Access Agreement for Cerro Negro (CRN) to allow for all Land Mobile Radio system work to occur at this County-owned site as covered by the Site Access Agreement is within the



scope of the activities previously authorized at site CRN on December 17, 2015, which your Board previously found statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System project.

2. Find that (a) approval of the Site Access Agreements for Mount McDill, San Dimas and Castro Peak and a Consent to SAA with Lockheed Martin are within the scope of the impacts analyzed in the Final Environmental Impact Report (EIR) for the Los Angeles Regional Interoperability Communications System (LA-RICS) LMR System previously certified under the California Environmental Quality Act (CEQA) on March 29, 2016; and (b) there are no changes to the project at these sites or to the circumstances under which the project is undertaken that require further review under CEQA.
3. Authorize the Interim Executive Director to finalize and execute agreements substantially similar in form to the enclosed SAAs and Consent to SAA with the County of Los Angeles and Lockheed Martin.

Board Member Alexander excused himself from recommendation number 1 because of an agreement that has potential conflict that his city entered with the County regarding the same site. County Counsel Moore stated yes, we can parce Item Number 1 out and bring it back to the Board next month because we do not have quorum with Board Member Alexander excusing himself from this item.

Executive Assistant Wendy Stallworth-Tait stated the Site Access Agreement (SAA) and Consent to SAA for LMR for Items Number 2 and 3 are before the Board for approval.

Executive Assistant Stallworth-Tait stated that Mount McDill is back before your Board for approval due to the fact that Lockheed Martin has requested revisions since then. They asked for three things and they are that LA-RICS to be added to the Lease Agreement, Lockheed Martin is allowed to review drawings before approved, and only U.S. Citizens be allowed access to the site.

Director Gialamas asked for a motion, Director Gialamas motioned first, seconded by Alternate Member Bundesen.

Ayes 6: Alexander, Curley, Geiger, Bundesen, Gialamas, and Fruhwirth.

MOTION APPROVED FOR ITEMS 2 AND 3

K. APPOINT SCOTT D. EDSON AS EXECUTIVE DIRECTOR; AWARD PROFESSIONAL SERVICES AGREEMENT WITH SD EDSON, INC.



County Counsel Moore presented the following item to the Board:

1. Appoint Mr. Edson to the position of LA-RICS Executive Director, at a not to exceed amount of \$218,400 annually, starting March 26, 2017.
2. Approve the Professional Services Agreement with Mr. Edson through SD Edson, Inc., substantially similar in form to the attached Enclosure.
3. Delegate authority to the Chair of the LA-RICS Board, or his designee, to execute the Professional Services Agreement with SD Edson, Inc., which should be approved as to form by County Counsel, following completion of corporate formation of SD Edson, Inc.

Director Gialamas asked for a motion, Alternate Member Geiger motioned first, seconded by Alternate Member Bundesen.

Ayes 6: Alexander, Curley, Geiger, Bundesen, Gialamas, and Fruhwirth.

MOTION APPROVED

Interim Executive Director Radeleff acknowledged and welcomed Chief Scott Edson. Chief Edson thanked Interim Executive Director Radeleff and stated that he looks forward to this opportunity to serve the Board and to serve all of public safety. He plans to shadow Interim Executive Director Radeleff during the transition. Chief Edson plans to meet with each Board member and looks forward to starting in a few months. Director Gialamas stated Chief Edson brings credibility, confidence, and passion, which is where we want to go with LA-RICS.

IX. MISCELLANEOUS

Director Gialamas publicly thank the Board members for their work and efforts because there has been a lot going on this year. It has been a year of incredible accomplishments and we could not have done it without the support of the Board and LA-RICS staff. Director Gialamas wished everyone Happy Holidays and thanked Alternate Member Geiger and Alternate Member Bundesen for being very supportive in his role as Chair of the Board.

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

XI. CLOSED SESSION REPORT

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(Government Code Section 54957(b)(1))
Title: Executive Director / Interim Executive Director



2. PUBLIC EMPLOYMENT
(Government Code Section 54957(b)(1))
Title: Executive Director / Interim Executive Director

3. CONFERENCE WITH LABOR NEGOTIATORS
(Government Code Section 54957.6)
Labor Negotiator: County Counsel

The Board entered into Closed Session at 9:55 a.m., and returned to Open Session at 10:03 a.m.; the Brown Act does not require a report.

XII. ADJOURNMENT and NEXT MEETING:

Thursday, January 12, 2017, at 9:00 a.m., at the Los Angeles Sheriff's Department, Scientific Services Bureau, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.



BOARD MEETING INFORMATION

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

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

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

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

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

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

Los Angeles Regional Interoperable Communications System

PROJECT DESCRIPTION

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

Currently, there is duplication of costs and first responders cannot communicate with each other. Many legacy systems around the County are obsolete and well beyond their useful life. The LA-RICS Project vision is to provide innovative solutions for the public safety community by removing barriers to interoperable voice and data communications through the convergence of the latest technologies, thereby enhancing the safety of first responders and improving responsiveness to our communities. To accomplish this vision, the program will establish a County-wide public safety wireless voice and data radio system for all first and secondary responders. Existing radio frequencies will be pooled and the current infrastructure utilized wherever practical. New FCC licensed broadband spectrum will be utilized.

Design, construction, and deployment of two County-wide systems (1) Land Mobile Radio (LMR) voice network utilizes 61 sites in its System Design and (2) Long Term Evolution (LTE) broadband data network is deployed at 77 sites. Both systems comply with CEQA and NEPA standards.

Project and Construction Management Services will provide network, infrastructure, project, and advisory services across four of the five program phases (Phase 5 – Maintenance is excluded) for each of the LMR and LTE projects:

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

Location:

2525 Corporate Place, Suite 100
Monterey Park, CA 91754

Authority:

Los Angeles Regional Interoperable
Communications System

Management:

LA-RICS Project Team

Consultant:

Jacobs Program Management Company

Communications Vendor:

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



**Monthly Report No. 57
For December, 2016
Submitted January 5, 2016**

Confidentiality Notice: This document may contain confidential or legally privileged information that is intended only for the individual or entity to whom it was addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or reliance upon the contents of this report is strictly prohibited. This document is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally protected.

LTE-1 UPDATES

Site/Civil/Closeout

- Construction is complete on 63 sites and four COW's. There are an additional nine (9) SCE COW sites which are to be completed in late December/early January.
- Each of the 63 sites have received initial Close-out books in order to meet the documentation requirements of the Contract. MSI is still in the process of collecting outstanding materials for inclusion in the final document sets .

Network/Acceptance Test Plans (ATPs)

- The implementation of Rev 9 to Rev11 for the Core is scheduled for completion in late January 2017. These software upgrades will provide visibility into the overall performance assisting LARICS operations team during present and future optimization for ongoing maintenance of the system.
- PHN software issues have been resolved completing all ATP's for the 63 PSBN sites.

SCE COWS

- All COWs are in place with 4 COWs still requiring final electrical. The remaining 5 COWs are connected and waiting for the final 4 for backhaul.
- SCEMESA has been moved and is waiting for redeployment.
- SCESTUD will be relocated on the existing site

Operations/Training

- Operations classes will be on-going through early next year. These are essential tools required to operate and maintain the PSBN network. The NOC, both LA-RICS' and MSI's in Schaumburg, are currently in operation. LA-RICS's facility is manned 5 days a week by an LA-RICS technician.

Special Events

- Los Angeles County Sheriff (LASD) and Los Angeles County Fire (LACoFD) will provide demonstrations for government agencies and potential users to provide insight into the PSBN technology. The schedule for these events are listed below:
1/2: Rose Parade SOW and COW relocation

LTE-2 UPDATES

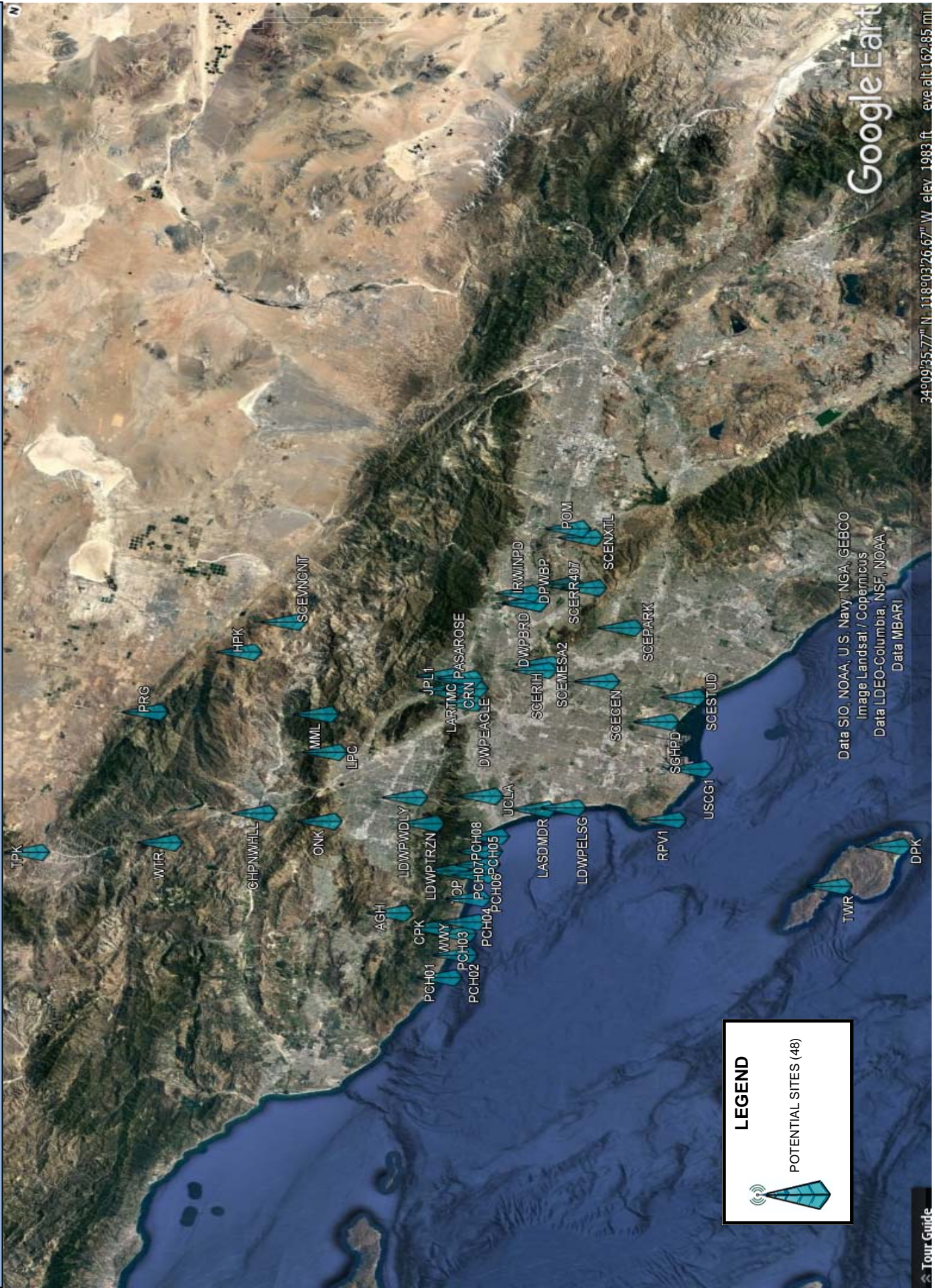
PSBN Round 2 Plan

- NTIA issued questions to the plan and the LA-RICS Team provided responses. NTIA is reviewing those responses.
- NTIA is considering releasing funds for a subset of the Round 2 Plan. NTIA is not considering allowing the Authority to move forward with any construction related activities or site deployments.
- The first round of 18 comments received from NTIA have been received by the Authority and is currently under review by the team.
- Comments to be answered and returned to Chris Holt in this period (December).

Budget

- The remaining BTOP budget is approximately \$37 million and will be used to build out additional sites as well as assist in application development and network management.
- Individual site budgets have been completed defining sites by raw land, co-locate, and roof top.
- Final narrative of the LTE2 plan in conjunction with the budget is being revised and should be finalized by the first week of March for NTIA review.

POTENTIAL LTE-2 SITES



LEGEND



POTENTIAL SITES (48)

Data SIO, NOAA, U.S. Navy, NGA, GEBCO
Image Landsat / Copernicus
Data LDEO-Columbia, NSF, NOAA
Data MBARI

Google Earth

34°09'35.77" N, 118°03'26.67" W elev. 1983 ft. eye alt. 162.85 mi

LMR UPDATES

Environmental Update

- Attended a teleconference with FEMA and CalOES on December 14.
- Continued preparation of EMIS data packages for the Group 4 sites. Completion of the data packages is pending documentation review by FEMA and the Authority.
- Finalized the supporting documentation for and filed the NOEs for 10 LMR sites that were approved for CATEX or STATEX at the December 12 Board meeting.
- Continued to work with Pyramid on their environmental compliance documents and compliance reporting plans and requirements including supporting WEAP trainings. Reviewed pre-construction forms and daily compliance reports for geotechnical work at 5 sites and construction at one site.
- Attended site walks with the Authority and MSI.
- Provided information to FEMA on: Section 106 compliance related to the polygon change at Site VPK; the project description for Site SPH; reason for the polygon change at Site LEPS; and regulatory recommendations for the polygon change at Site AGH.
- Submitted a revised draft Supplement to the BRR to FEMA on December 14.
- Jacobs is preparing a BA and a BE to support geotechnical activity on USFS sites.

Budget

- Jacobs and MSI are currently working through contractual True-up for all sites Phases 2-4. There are 25 sites that have been Trued-up to date.

Site/Civil

The LMR System Design is progressing. MSI Engineers have completed over 85% of the site designs focusing now on the backhaul (BH). The Authority attended a Microwave backhaul design status overview meeting on December 6, 2016 at the Motorola office. These initial discussions were to outline the following:

- Transport Design Topology
- Licensing for frequencies
- 30 day "Prior Coordination Notice" (PCN) submittals
- Field Path Studies (not yet started)
- Site List
- Capacity Requirements
- Redundancy Requirements

MSI continues its charge to complete drawings and submit sites into the jurisdictions for building permits, of which (9) sites (PHN, BMT, HPK, LDWP243, LASDTEM, FCCF, APC, CCB and CCT) have been submitted yielding (1) approval (PHN). Below is an update of the remaining LMR sites and the status or phase of which the drawings are in. The goal at this time is to have all construction drawings completed on all sites and submitted for building permit by July 2017. This excludes the Forrest Service sites due to the lengthy process.

- As of 12/27/2016 nine LMR Building Permit Applications have been submitted to respective jurisdictional agencies for approval.
- 38 each 50% CD's have been received for review and approval by the authority as of 10/27/2016.
- 14 each 75% CD's have been received for review and approval by the authority as of 12/27/2016.
- 11 each 100% CD's have been received for review and approval by the authority as of 12/27/2016 of which 9 of these 11 have been submitted to respective jurisdictional agencies for review and Building Permit issuance.
- With the addition of INDWT (City of Industry Water Tank site) Jacobs is now tasked with obtaining SAA's for 18 LMR sites (SAA's for remainder sites being processed by LA County CEO-RED).
- As of 12/27/2016 seventeen (17) executed SAA's are in place.

LMR SITES



AGENDA ITEM C

Activ ID	Activity Name	Start	Finish	Duration % Complete	Remaining Duration	Total Float	2014												2015												2016												2017																																				
							F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A																																		
Total		04-Feb-14 A	27-Mar-17	91.44%	67	256	[Gantt bars for total project]																																																																								27
LA_City		04-Mar-14 A	10-Oct-16 A	100%	0		[Gantt bars for LA_City projects]																																																																								10-Oct-16 A
LA.LDWP243		12-Mar-14 A	05-Aug-16 A	100%	0		[Gantt bar for LA.LDWP243]																																																																								05-Aug-16 A
LA.LAPD077		12-Mar-14 A	22-Jul-16 A	100%	0		[Gantt bar for LA.LAPD077]																																																																								22-Jul-16 A
LA.LAPDDVN		12-Mar-14 A	22-Jul-16 A	100%	0		[Gantt bar for LA.LAPDDVN]																																																																								22-Jul-16 A
LA.LAPDFTH		12-Mar-14 A	08-Jun-16 A	100%	0		[Gantt bar for LA.LAPDFTH]																																																																								08-Jun-16 A
LA.LAPDHLB		04-Mar-14 A	23-May-16 A	100%	0		[Gantt bar for LA.LAPDHLB]																																																																								23-May-16 A
LA.LAPDHWD		12-Mar-14 A	08-Jul-16 A	100%	0		[Gantt bar for LA.LAPDHWD]																																																																								08-Jul-16 A
LA.LAPDMIS		12-Mar-14 A	29-Jul-16 A	100%	0		[Gantt bar for LA.LAPDMIS]																																																																								29-Jul-16 A
LA.LAPDNWT		12-Mar-14 A	23-May-16 A	100%	0		[Gantt bar for LA.LAPDNWT]																																																																								23-May-16 A
LA.LAPDNHD		12-Mar-14 A	10-Oct-16 A	100%	0		[Gantt bar for LA.LAPDNHD]																																																																								10-Oct-16 A
LA.LAPDOLY		10-Mar-14 A	22-Jul-16 A	100%	0		[Gantt bar for LA.LAPDOLY]																																																																								22-Jul-16 A
LA.LAPDPAC		12-Mar-14 A	08-Jul-16 A	100%	0		[Gantt bar for LA.LAPDPAC]																																																																								08-Jul-16 A
LA.LAPDRAM		12-Mar-14 A	22-Jul-16 A	100%	0		[Gantt bar for LA.LAPDRAM]																																																																								22-Jul-16 A
LA.SEP		12-Mar-14 A	20-Jun-16 A	100%	0		[Gantt bar for LA.SEP]																																																																								20-Jun-16 A
LA.SWP		12-Mar-14 A	27-Jun-16 A	100%	0		[Gantt bar for LA.SWP]																																																																								27-Jun-16 A
LA.LAPDTOP		12-Mar-14 A	29-Jul-16 A	100%	0		[Gantt bar for LA.LAPDTOP]																																																																								29-Jul-16 A
LA.LAPDVNS		12-Mar-14 A	08-Aug-16 A	100%	0		[Gantt bar for LA.LAPDVNS]																																																																								08-Aug-16 A
LA.LAPDWLA		12-Mar-14 A	29-Jul-16 A	100%	0		[Gantt bar for LA.LAPDWLA]																																																																								29-Jul-16 A
LA.LAPDWVD		12-Mar-14 A	08-Jul-16 A	100%	0		[Gantt bar for LA.LAPDWVD]																																																																								08-Jul-16 A
LA.LAPDWIL		12-Mar-14 A	29-Jul-16 A	100%	0		[Gantt bar for LA.LAPDWIL]																																																																								29-Jul-16 A
LA.LAPP001		12-Mar-14 A	20-Jun-16 A	100%	0		[Gantt bar for LA.LAPP001]																																																																								20-Jun-16 A
LA.VPC		12-Mar-14 A	27-Jun-16 A	100%	0		[Gantt bar for LA.VPC]																																																																								27-Jun-16 A
LA_County		21-Feb-14 A	30-Dec-16	98.9%	8	315	[Gantt bars for LA_County projects]																																																																								30-Dec-16
LA.FCCF		12-Mar-14 A	05-Aug-16 A	100%	0		[Gantt bar for LA.FCCF]																																																																								05-Aug-16 A
LA.MLM		12-Mar-14 A	01-Jul-16 A	100%	0		[Gantt bar for LA.MLM]																																																																								01-Jul-16 A
LA.LASDNCC		12-Mar-14 A	01-Jun-16 A	100%	0		[Gantt bar for LA.LASDNCC]																																																																								01-Jun-16 A
LA.LASDALD		12-Mar-14 A	08-Jul-16 A	100%	0		[Gantt bar for LA.LASDALD]																																																																								08-Jul-16 A
LA.LASDCSN		12-Mar-14 A	23-May-16 A	100%	0		[Gantt bar for LA.LASDCSN]																																																																								23-May-16 A
LA.CEN		12-Mar-14 A	15-Jul-16 A	100%	0		[Gantt bar for LA.CEN]																																																																								15-Jul-16 A

Activ ID	Activity Name	Start	Finish	Duration % Complete	Remaining Duration	Total Float	2014												2015												2016												2017			
							F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	
	LA.LASDIDT	12-Mar-14 A	08-Jun-16 A	100%	0		[Gantt bar]												[Gantt bar]												08-Jun-16 A															
	LA.LASDLKD	12-Mar-14 A	27-Jun-16 A	100%	0		[Gantt bar]												[Gantt bar]												27-Jun-16 A															
	LA.LAN	12-Mar-14 A	11-Jul-16 A	100%	0		[Gantt bar]												[Gantt bar]												11-Jul-16 A															
	LA.LASDLNX	12-Mar-14 A	15-Jul-16 A	100%	0		[Gantt bar]												[Gantt bar]												15-Jul-16 A															
	LA.LHS	12-Mar-14 A	27-Jun-16 A	100%	0		[Gantt bar]												[Gantt bar]												27-Jun-16 A															
	LA.LASDNWK	12-Mar-14 A	20-Jun-16 A	100%	0		[Gantt bar]												[Gantt bar]												20-Jun-16 A															
	LA.PLM	12-Mar-14 A	15-Jul-16 A	100%	0		[Gantt bar]												[Gantt bar]												15-Jul-16 A															
	LA.LASDPRV	12-Mar-14 A	10-Oct-16 A	100%	0		[Gantt bar]												[Gantt bar]												10-Oct-16 A															
	LA.LASDSDM	21-Feb-14 A	01-Jul-16 A	100%	0		[Gantt bar]												[Gantt bar]												01-Jul-16 A															
	LA.LASDSCV	12-Mar-14 A	08-Jul-16 A	100%	0		[Gantt bar]												[Gantt bar]												08-Jul-16 A															
	LA.SLA	12-Mar-14 A	01-Jul-16 A	100%	0		[Gantt bar]												[Gantt bar]												01-Jul-16 A															
	LA.LASDTEM	12-Mar-14 A	15-Jul-16 A	100%	0		[Gantt bar]												[Gantt bar]												15-Jul-16 A															
	LA.WAL	12-Mar-14 A	22-Jul-16 A	100%	0		[Gantt bar]												[Gantt bar]												22-Jul-16 A															
	LA.WHD	12-Mar-14 A	27-Jun-16 A	100%	0		[Gantt bar]												[Gantt bar]												27-Jun-16 A															
	LA.LACHAR	12-Mar-14 A	15-Jul-16 A	100%	0		[Gantt bar]												[Gantt bar]												15-Jul-16 A															
	LA.LACOLV	12-Mar-14 A	27-Jun-16 A	100%	0		[Gantt bar]												[Gantt bar]												27-Jun-16 A															
	LA.RANCHO	12-Mar-14 A	29-Jul-16 A	100%	0		[Gantt bar]												[Gantt bar]												29-Jul-16 A															
	LA.LACUSC	12-Mar-14 A	30-Dec-16	98.87%	8	315	[Gantt bar]												[Gantt bar]												30-Dec-16															
	LA.BMT	12-Mar-14 A	15-Jul-16 A	100%	0		[Gantt bar]												[Gantt bar]												15-Jul-16 A															
	LA.CCT	12-Mar-14 A	08-Aug-16 A	100%	0		[Gantt bar]												[Gantt bar]												08-Aug-16 A															
	LA.PHN	12-Mar-14 A	10-Oct-16 A	100%	0		[Gantt bar]												[Gantt bar]												10-Oct-16 A															
	LA.ONK	12-Mar-14 A	01-Jul-16 A	100%	0		[Gantt bar]												[Gantt bar]												01-Jul-16 A															
	Independent Cities	04-Feb-14 A	30-Dec-16	98.88%	8	315	[Gantt bar]												[Gantt bar]												30-Dec-16															
	LA.PASDNPDP	12-Mar-14 A	15-Jul-16 A	100%	0		[Gantt bar]												[Gantt bar]												15-Jul-16 A															
	LA.ARCPD01	04-Feb-14 A	23-May-16 A	100%	0		[Gantt bar]												[Gantt bar]												23-May-16 A															
	LA.AZPD001	12-Mar-14 A	29-Jul-16 A	100%	0		[Gantt bar]												[Gantt bar]												29-Jul-16 A															
	LA.CLM	12-Mar-14 A	29-Jul-16 A	100%	0		[Gantt bar]												[Gantt bar]												29-Jul-16 A															
	LA.ELMNTPD	12-Mar-14 A	29-Jul-16 A	100%	0		[Gantt bar]												[Gantt bar]												29-Jul-16 A															
	LA.VEFD001	12-Mar-14 A	27-Jun-16 A	100%	0		[Gantt bar]												[Gantt bar]												27-Jun-16 A															
	LA.VEFD003	12-Mar-14 A	01-Jul-16 A	100%	0		[Gantt bar]												[Gantt bar]												01-Jul-16 A															



LA RICS LTE MASTER
SCHEDULE

Data Date 17-Dec-16
Page 3 of 3

Summary Remaining Work
Actual Work Critical Remaining

Activ ID	Activity Name	Start	Finish	Duration % Complete	Remaining Duration	Total Float	2014												2015												2016												2017			
							F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	
LA.CPTFD04		12-Mar-14 A	23-May-16 A	100%	0		[Gantt bar: 12-Mar-14 A to 23-May-16 A]												[Gantt bar: 12-Mar-14 A to 23-May-16 A]												[Gantt bar: 12-Mar-14 A to 23-May-16 A]															
LA.GARD001		12-Mar-14 A	10-Oct-16 A	100%	0		[Gantt bar: 12-Mar-14 A to 10-Oct-16 A]												[Gantt bar: 12-Mar-14 A to 10-Oct-16 A]												[Gantt bar: 12-Mar-14 A to 10-Oct-16 A]															
LA.PASA001		12-Mar-14 A	30-Dec-16	98.77%	8	315	[Gantt bar: 12-Mar-14 A to 30-Dec-16]												[Gantt bar: 12-Mar-14 A to 30-Dec-16]												[Gantt bar: 12-Mar-14 A to 30-Dec-16]												30-Dec-16			
LA.FS5		12-Mar-14 A	01-Jun-16 A	100%	0		[Gantt bar: 12-Mar-14 A to 01-Jun-16 A]												[Gantt bar: 12-Mar-14 A to 01-Jun-16 A]												[Gantt bar: 12-Mar-14 A to 01-Jun-16 A]															
LA.LBPDHQ		12-Mar-14 A	29-Jul-16 A	100%	0		[Gantt bar: 12-Mar-14 A to 29-Jul-16 A]												[Gantt bar: 12-Mar-14 A to 29-Jul-16 A]												[Gantt bar: 12-Mar-14 A to 29-Jul-16 A]															
LA.LBFD012N		12-Mar-14 A	23-May-16 A	100%	0		[Gantt bar: 12-Mar-14 A to 23-May-16 A]												[Gantt bar: 12-Mar-14 A to 23-May-16 A]												[Gantt bar: 12-Mar-14 A to 23-May-16 A]															
LA.LAPP001		07-Dec-15 A	18-Feb-16 A	100%	0																										[Gantt bar: 18-Feb-16 A]															
No LA-RICS Jurisdiction [O]		01-Sep-14 A	27-Mar-17	89.61%	67	256																									[Gantt bar: 01-Sep-14 A to 27-Mar-17]												27			
LA.SI		01-Sep-14 A	24-Mar-17	89.77%	66	257																									[Gantt bar: 01-Sep-14 A to 24-Mar-17]												24			
LA.Sys Op_Test		30-Dec-16	30-Dec-16	0%	0	293																																					30-Dec-16			
LA.Prjt Closeout		01-Oct-15 A	27-Mar-17	81.44%	67	256																									[Gantt bar: 01-Oct-15 A to 27-Mar-17]												27			
LA.Warranty		01-Oct-15 A	30-Dec-16 A	100%	0																										[Gantt bar: 01-Oct-15 A to 30-Dec-16 A]												30-Dec-16 A			

LMR Summary Schedule by Phase

Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish	2016												2017												2018												2019												2020							
							O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M
							O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M
Total		1366	881	35.51%	09-Nov-15 A	19-May-20																																																								
LMR Phase 1		823	338	58.93%	09-Nov-15 A	19-Apr-18																																																								
LMR Phase 2		521	466	10.56%	29-Sep-16 A	16-Oct-18																																																								
LMR Phase 3		476	421	11.55%	29-Sep-16 A	14-Aug-18																																																								
LMR Phase 4a (Site)		518	455	12.16%	29-Sep-16 A	11-Oct-18																																																								
LMR Phase 4b (SI)		418	418	0%	12-Oct-18	19-May-20																																																								



Monthly Report - #34

Reporting Period: 11/14/16 thru 12/16/16

**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 PASDNPD site to the PSBN program.

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

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

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

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

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

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

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

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

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

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

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

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

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

On March 9, 2016 the Authority approved **Amendment 16** to include all Work related to additional Radio Frequency (RF) Emissions testing at twelve (12) PSBN sites to include six (6) indoor emission tests at identified sites.

On March 16, 2016 the Authority issued **NTP 35** authorizing Motorola to conduct additional RF Emissions Testing at twelve (12) PSBN Sites

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

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






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

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

This report covers the period from 11/14/16 thru 12/16/16.

Amendment 19 was issued during this 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 and final documentation is impacting the schedule completion date. Planned system upgrades limit the ability for the Authority to utilize the PSBN depending on the specific upgrade performed. Authority managed construction is in progress for the SCE Cell on Wheel sites. Progress of construction completion may impact COW site completion by 12/31/16.
Quality			System experienced slow bandwidth performance during West Hollywood parade. MSI submitted its findings for review. System upgrade for particular components occurred during “blackout” period; MSI addressed the procedural error. The Authority and MSI are working through the technical “fixes” and will utilize those efforts at the Rose Parade to determine effectiveness.
Risk			
Scope			MSI and Authority are reviewing completion of contract requirements.
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
Construction, Power & Fiber for 9 SCE COW Sites	In Progress
System Design Activities	
Network Management System Design Update With Comments	In Progress
Site Construction & Site Modification (Phase 2)	
Permit Clear for Applicable LTE Sites (3)	In Progress
System Implementation (Phase 4)	
LTE EPC Install & Configuration / Test	In Progress
LTE EPC & SMMS Software Upgrades	In Progress
COW Sites Install, Configuration, Commissioning / Test	In Progress
Closeout documents & as-built drawings	In Progress
LTE Training (Wave 1 complete / Wave 2 scheduled)	In Progress
PSBN Acceptance Test Documentation	In Progress

2.2 Tasks Planned for Next Period (12/19/16 thru 1/20/17)

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
Construction, Power & Fiber Services for 10 SCE COW Sites	In Process
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
LTE EPC & SMMS Software Upgrades	In Progress
COW Sites Install, Configuration, Commissioning / Test	In Progress
Submit Closeout documents & as-built drawings	In Progress
PSBN Training (Wave 2)	In Progress
PSBN Acceptance Test Documentation	In Progress

2.3 Authority Look-Ahead Tasks (120-Day)

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

Activity Name	Start
LA-RICS Deliverables	
Provide Access to Sites	In Progress
Construction, Power & Fiber Services for 9 SCE COW Sites	In Progress
Acceptance Test Plan	

Activity Name	Start
Revised ATP Review and Approvals	In Progress
Site Design Activities	
Site Construction and Site Modification (Phase 2)	
Site Inspections & Permit Clear (3 sites)	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 (COWs) and Testing Review	In Progress (TBD)
PSBN Training Attendance (Wave 2)	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.
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, tests were completed in August. MSI and Authority are reviewing all other punch list items and items under dispute for final system close out on 12/31/16.

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	This has been clarified and agreed to in Amendment 19.	12/12/2016

6. Financial Status

The following table represents the invoice payments that have been completed to date. The revised Contract Sum amount based on the Corrective Action Plan is being reviewed by the Authority and Motorola. For this reporting period the Contract Sum is based on Amendment 18.

PSBN Invoice Payment Category	Invoice Payment Totals
PSBN Contract Sum Full Payable Amount (Phases 1-4)	\$ 98,681,263
Cumulative Invoice Payments from Last Report	(\$ 75,667,463)
Total Invoice Payments This Period	(\$ 535,324)
Remaining Amount to be Paid	\$ 22,478,476

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 #40

Reporting Period: 11/14/16 thru 12/16/16

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

Motorola Solutions, Inc.



MOTOROLA SOLUTIONS

AGENDA ITEM C

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1. Executive Summary

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

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

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

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

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

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

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

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

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

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

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

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

This report covers the period from 11/14/16 through 12/16/16

This month's report for the LA-RICS LMR program covers the reporting period from **11/14/16** through **12/16/16**.

During this reporting period associated Phase 1 tasks were performed to include A&E activities, system redesign, frequency planning, site scope and true-up reviews, Site Access Agreement drawings, and Environmental Reviews which are currently in progress. A&E activities included site walks, site sketch development, site surveys, and development of the Zoning Drawings, geotechnical plans, and Construction Drawings.

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

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

The primary Phase 1 activities for this period include:

LMR System Redesign

System Redesign activities for this period included frequency identification and planning, backhaul network design, narrowband mobile data network design, fleet mapping, and incorporation of system redesign parameters into the construction drawing process. (MSI is utilizing the Design of Record dated 9/6/16 to support the site True-Up process as well as information as it is refined and determined. Review of the updated system backhaul design is on plan for the week of 11/28/16.

Site Design Activities

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






LA-RICS Deliverables - Authority Site Access Agreements

Authority's efforts to develop and execute the applicable Right of Entry and Site Access Agreements for the required sites in the LMR design are ongoing. This activity is primarily being driven by the Authority's Site Access Team in conjunction with LA County CEO Real Estate Division. As of this reporting

period 17 Site Access Agreements have been executed.

The Authority continues to work with FEMA to obtain independent site environmental approvals which are required prior to the start of construction at a site. As of this reporting period 17 sites have received independent site environmental approvals.

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

LMR Project Dashboard			
Category	Rating	Change	Comments
Schedule			Independent site environmental approvals and Notice To Proceed milestones are under review for determination of schedule impact. Delayed submission of permits and A&E drawings has negatively impacted the schedule. A revised schedule for all phases (1-4) was submitted and formally reviewed 9/8/16. A&E drawing progress is being followed and tracked on a weekly basis although progress is still impacting the ability for the project to remain on schedule.
Quality			Construction drawings process is slow, and additional corrective actions are being put into place. Two additional A&E firms have been incorporated to increase throughput and quality. Continued progress has been made since the last reporting period and is being tracked on a weekly basis. The additional firms have helped but MSI's IMS continues to show submissions slipping. Additional corrective action is required and the Authority and MSI will seek additional means to shorten drawing review and production times.
Risk			Risk items have been identified regarding: Spectrum, Site Access Agreements, and Site Conditions. FEMA independent site environmental approvals required.
Scope			Scope is well defined although there may be increased scope associated with the design enhancement recommendations and in construction once geotechnical investigations are complete.
Budget			Current budget reflects contract pricing and include the sites that have gone through the true-up review. Revised budgets for each site will be determined at the completion of each true-up. The objective of conducting a continuous true-up process has been limited in this reporting period. It is expected that MSI will resume the true-up process in earnest in the next reporting 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
Notice To Proceed for applicable sites	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
Site Design, Zoning and Permitting	
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process
Geotechnical Boring (applicable sites)	In Process
Develop Construction Drawings & Approvals	In Process
Submit Permits Drawings and Approvals	In Process

2.2 Tasks Planned for Next Period (12/20/19/16 thru 1/20/17)

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	In Process
Environmental Review & Documentation (Authority)	
Additional Sites for Consideration Environmental Reviews	In Process
LMR System Redesign	
Redesign baseline site parameters & redesign development	In Process
Contract True-up of site designs and equipment for each site	In Process
Site Design	
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process
Submittal of Zoning Drawings	In Process
Geotechnical Boring	In Process
Develop Construction Drawings and Approvals	In Process
Submit Permits Drawings and Approvals	In Process
Site Construction	
Pre- Construction Packages & Site Monitoring (where applicable)	In Process

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 Going
Environmental Review & Documentation (Authority)	
Additional Sites for Consideration Environmental Reviews	On Going
LMR System Redesign	
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 Geotechnical Boring Plans	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 Going
Pre- Construction Packages Review & Approval	On Going
Site Construction & Site Monitoring (where applicable)	On Plan to Start
Site Construction Inspection Approvals	On Plan to Start

3. Project Risk Register

Title	Assigned	Impact	Risk Description	Status
Site Parameters	Authority	High	Site parameters (e.g. tower heights, RF equipment configurations) are different from the baseline agreement and may impact System performance.	Active
Environmental Process	Authority	High	The individual determination of environmental impacts or mitigation may impact the schedule for site work (e.g., bird nesting season). Individual environmental releases from FEMA are required to start	Active

Title	Assigned	Impact	Risk Description	Status
			work at sites.	
Delivery of Environmental Documentation and Pre-Construction Plans	Motorola	High	The delay in submitting the required plans for construction and environmental mitigation has impacted construction starts.	Active
Delayed Drawings and Permit Release	Motorola & Authority	High	Delay in permit submission and release has impacted the construction schedule and ability to meet grant spending guidelines. Changes in site design by Authority and incorporating system redesign elements are impacting drawing progress for certain sites. MSI's ability to incorporate review comments has inhibited the submission of drawings for permit and the advancement of sites through the A&E process.	Active
Site Access Agreements	Authority	High	Lease holders approvals are needed in order to implement LA-RICS improvements at sites.	Active
Project Schedule	Authority & Motorola	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
02-02	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

ID	Event / Circumstance	Remedial Action Taken or Required
		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 23)	\$155,656,793
Cumulative Invoice Payments from Last Report	\$ 47,002,666
Total Invoice Payments This Period	\$
Remaining Amount to be Paid	\$108,654,127

7. LA-RICS Master Schedule

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

(See attached LMR Executive Project Summary Snapshots)



**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

January 12, 2017

To: LA-RICS Authority Board of Directors

From: John Radeleff
Interim Executive Director

OUTREACH UPDATE

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

Municipality	Meeting Date
<i>City of El Segundo Fire Department</i>	December 14, 2016
<i>City of Rancho Palos Verdes Planning Department</i>	December 14, 2016
<i>Representatives from California State Parks and Recreation</i>	December 19, 2016
<i>City of Claremont Police Department</i>	December 22, 2016

In regards to outreach to potential users, members of the LA-RICS Team met with members of the El Segundo Fire Department to discuss Long Term Evolution (LTE) Deployment.

Representatives from the LA-RICS Team met with members of the Rancho Palos Verdes Planning Department to discuss use of the LA-RICS LMR system in conjunction with site access to an existing site at their City Hall.

Representative from the LA-RICS Team also met with the City of Claremont Police Chief to provide radios to test the LA-RICS network.

The LA-RICS Team met with representatives from the California State Parks and Recreation and members of the County of Los Angeles Chief Executive Office Real Estate Division (CEO RED) to discuss potential use of the Baldwin Hills site.

Lastly, the LA-RICS Communication Team distributed the Newsletter on December 12, 2016 via email to over 800 people. The Fact Sheet has been uploaded to the website and the revamp of the website is on target to begin within the next 30 days.

WST:pl



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JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

January 12, 2017

To: LA-RICS Authority Board of Directors

From: John Radeleff
Interim Executive Director

A handwritten signature in blue ink that reads "John E. Radeleff".

LAND MOBILE RADIO REDUNDANT CORE RELOCATION

The purpose of this discussion item is to update your Board on the decision reached by the Governor's Office of Emergency Services (Cal OES) regarding LA-RICS' request to expend \$500,000 in allocated Urban Areas Security Initiative (UASI) grant funds to relocate the redundant Core for the Land Mobile Radio (LMR) System from its current home at Los Angeles Police Department Valley Dispatch Center (VDC) to Los Angeles County Sheriff Department's Palmdale Station.

Enclosure 1 is the written request sent by the Authority Chair and Vice Chair to Cal OES on September 29, 2016. Enclosure 2 is the response received from Cal OES on December 27, 2016, denying use of UASI grant funds for the relocation of the redundant Core, and requesting the Authority identify and commit funds for the relocation effort.

SOC:pl

Enclosures

AGENDA ITEM E



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

SENT CORRESPONDENCE BY:
US-MAIL

September 28, 2016

Ms. Catherine Lewis, Chief
Homeland Security and Emergency Management Division
California Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, California 95655

Dear Ms. Lewis:

**CORE NO. 2 RELOCATION: LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM – LAND MOBILE RADIO SYSTEM**

On behalf of the Joint Powers Authority (Authority) Board of Directors (BOD), we are writing to reiterate the critical need for relocation of the Land Mobile Radio (LMR) Core No. 2 from the City of Los Angeles' Police Valley Dispatch Center (VDC) to the Los Angeles County Sheriff Departments' Palmdale Station. The Los Angeles Regional Interoperable Communications System (LA-RICS) was designed with two geographically-isolated, redundant cores to ensure operational effectiveness in the event the primary core becomes non-operational. When LA-RICS procured, installed, and commissioned Core No. 2, the selection of VDC as its home was made in conjunction with the City of Los Angeles as an active/key member of the LA-RICS Authority. The City of Los Angeles provided dedicated staff to the project, which facilitated and would continue to facilitate access to the core for the daily and unforeseen operations and maintenance of the core. LA-RICS installed the geographically-isolated, redundant core at VDC with the understanding and certainty the City of Los Angeles would continue to be an active member of the project. The direction changed with the City of Los Angeles opting-out of the LA-RICS Authority on November 20, 2015. Twenty-one months after Core 2 was purchased and deployed, the LA-RICS Authority received indication the City of Los Angeles may be opting-out as a member.

AGENDA ITEM E - ENCLOSURE 1

*mailed 9/30
JRL*

The City of Los Angeles confirmed access required by LA-RICS to the core is not possible via Memorandum of Agreement / Understanding. The City would incur significant ongoing costs associated with granting 24-hour access to engineering and maintenance staff at the VDC core and would likely seek to recover these costs from the Authority. This likely cost recovery adds additional and unforeseen cost impacts that would not be realized if the Authority moved the redundant core. Payment of these on-going costs will necessarily be allocated to the Authority's funding plan and hamper the sustainability of the network, both from a technical and fiscal standpoint.


If the LA-RICS Authority believed there was a risk of the City's commitment to the LA-RICS project, it would have never placed the redundant core at VDC. At the time the core was purchased, installed and commissioned the cost was allowable, allocable and an appropriate use of grant funds. The Core is the heart of the LA-RICS LMR system. Without an expensive and onerous agreement, that City staff confirmed is not feasible, we do not have access to this critical piece of equipment which ensures this public safety grade system will provide uninterrupted service to the users and region.

Therefore, we respectfully request your approval of relocation costs associated with moving and recommissioning the Core No. 2 as it is critical to the operation of the LA-RICS LMR project.

Sincerely,



JIM McDONNELL, SHERIFF
CHAIR, LA-RICS BOARD OF DIRECTORS



DARYL L. OSBY, FIRE CHIEF
VICE CHAIR, LA-RICS BOARD OF DIRECTORS

JM:jh:pl

X:\9-Correspondence Chrono-Outgoing\2016 CORRO 7-12\CALOES\letter to governor CalOES_Core 2 relocation.9.26.16.pl.docx



December 27, 2016

Jim McDonnel, Sheriff
Chair, LA-RICS Board of Directors
Daryl L. Osby, Fire Chief
Vice Chair, LA-RICS Board of Directors
2525 Corporate Place, Suite 100
Monterey Park, CA 91754

Subject: FUNDING DECISION – CORE NO. 2 RELOCATION
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS
SYSTEM (LA-RICS) PROJECT

Dear Sheriff McDonnel and Chief Osby:

The California Governor's Office of Emergency Services (Cal OES) has received and reviewed the LA-RICS request to expend \$500,000 in currently allocated Homeland Security Grant Program (HSGP) funding to cover costs for the relocation of land mobile radio Core No. 2 equipment.

To date, approximately \$4 million in HSGP funding has been expended to procure the equipment and establish the Core No. 2 site at its current location at the City of Los Angeles' Police Valley Dispatch Center. Per Federal regulations found in 2 CFR Part 200.318(d), "*The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items.*"

While the need to maintain a redundant core site is not at question, the justification to expend additional Federal dollars in the amount of \$500,000 to relocate this site is not compelling, as expenditures for this purpose would represent a duplication of funding already awarded for the same or similar purposes. This issue is a local matter and as such, must be resolved at the local level by the Authority Members. In order to ensure proper build out and ongoing successful operations of the LA-RICS project the Authority is required to identify and commit funding for the Core No. 2 relocation. Once funding has been identified for the Core No. 2 relocation, please notify me at Catherine.Lewis@caloes.ca.gov.

Sincerely,

CATHERINE LEWIS
Chief, Cal OES Homeland Security & Emergency Management Division

cc: Caitlin Ishigooka, Director of Grants & Finance, Mayor's Office of Public Safety, City of Los Angeles
John Radeleff, Interim Executive Director, Los Angeles Interoperable Communications System Authority



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JOHN F. RADELEFF
INTERIM EXECUTIVE DIRECTOR

January 12, 2017

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

Dear Directors:

APPROVE SITE ACCESS AGREEMENTS WITH THE COUNTY OF LOS ANGELES AND THE CITY OF CLAREMONT, AND AN AMENDMENT TO THE SITE ACCESS AGREEMENT WITH THE CITY OF LONG BEACH FOR LAND MOBILE RADIO SYSTEM SITES

SUBJECT

Board approval is requested to delegate authority to the Interim Executive Director to finalize and execute agreements substantially similar in form to the enclosed Site Access Agreements (SAA) with the County of Los Angeles for the Cerro Negro (CRN) site, and with the City of Claremont for the Claremont (CLM) site, and an amendment to an existing SAA with the City of Long Beach for the Signal Hill (SGH) site in the Land Mobile Radio (LMR) System.

RECOMMENDED ACTION:

It is recommended that your Board:

1. Find that the approval and execution of the Site Access Agreements (SAA) for Cerro Negro (CRN), and Claremont (CLM) to allow for all Land Mobile Radio (LMR) system work to occur at these two sites, as covered by the SAAs are within the scope of the activities previously authorized at site CRN on December 17, 2015, and at site CLM on November 13, 2014, which your Board previously found statutorily exempt from review under California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System (LA-RICS) project.

AGENDA ITEM F

2. Find that (a) approval of the Amendment to an existing SAA with the City of Long Beach for site SGH to allow for all Land Mobile Radio system work to occur at this site is (a) within the scope of the impacts analyzed in the Final Environmental Impact Report (EIR) for the LA-RICS LMR System previously certified under the CEQA on March 29, 2016; and (b) there are no changes to the project at this site or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.
3. Authorize the Interim Executive Director to finalize and execute agreements substantially similar in form to the enclosed SAAs and Amendment to SAA.

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 LA-RICS Authority (Authority) for LMR and/or Long Term Evolution (LTE) broadband communication sites. With respect to LMR, discussions and negotiations with the County of Los Angeles and the Cities of Claremont and Long Beach have resulted in the attached SAAs and Amendment to SAA, Enclosure 2. The prior Long Beach SAA was for three sites for use in the LTE PSBN Network. The amendment adds an additional site for LMR use.

Entering into the proposed SAAs with the County of Los Angeles and the City of Claremont and the proposed Amendment to the existing SAA with the City of Long Beach would provide the Authority with a license or sublicense to use a portion of County and Cities owned properties for use as a LMR communications site(s). A list of the sites covered by the proposed 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.

On November 13, 2014 and December 17, 2015, your Board determined that design, construction, implementation, operation, and maintenance of LMR System infrastructure at sites CLM and CRN, respectively, among other LMR System sites, were exempt from CEQA pursuant to Public Resources Code section 21080.25, the exemption adopted specifically for the LA-RICS project.

On March 29, 2016, your Board certified the EIR for the LA-RICS LMR System (State Clearinghouse Number 2014081025); adopted a Mitigation Monitoring Plan (MMP) as a condition of project approval; adopted Findings of Fact and Statement of Overriding Considerations for the Project; and authorized the Authority to proceed with design, construction, implementation, operation, and maintenance of LMR infrastructure at 44 LMR sites, including site SGH.

Delegated authority is requested to execute the proposed SAAs and Amendment to SAA 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 relevant provisions of the SAA with the County of Los Angeles and the City of Claremont as well as the amendment to the existing SAA with the City of Long Beach follows below:

Member Agency	Number of Sites	Term	Lease Cost	Zoning Requirements	Ministerial Permitting Cost
County of Los Angeles	1	10 years In Effect Until Terminated	Gratis	Exempt	Waived
Claremont	1	15 years in Effect Until Terminated	Gratis	Exempt	Waived
Long Beach	1	10 years In Effect Until Terminated	Gratis	Exempt	Waived

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Construction of each of the LMR System Sites identified in Enclosure 1 would allow for greater frequency flexibility and would increase coverage, especially in those areas where there is no current or very limited LMR coverage. The addition of new LMR infrastructure at these sites will provide public safety agencies the opportunity to increase their coverage footprint for their responders. With increased coverage, the Authority and member agencies could use the system for testing, running coverage maps, broadcasting, and as appropriate, in their day to day operations.

FISCAL IMPACT/FINANCING

There is no fiscal impact.

ENVIRONMENTAL DOCUMENTATION

As the CEQA lead agency, the Authority determined on November 13, 2014 that design, construction, implementation, operation, and maintenance of LMR System infrastructure at site CLM is exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the statutory CEQA exemption adopted specifically for the LA-RICS, which exempts these activities as long as they meet certain criteria set forth in the exemption. The Authority made the same determination for site CRN on December 17, 2015. Approval of a Site Access Agreement at sites CLM and CRN are within the scope of the previously authorized activities, and the determination that these

activities are exempt from CEQA remains unchanged. This determination is supported by substantial evidence in the custody of the Authority, which is incorporated in relevant part into the record of proceedings for these Site Access Agreements.

The environmental impacts of the project at the SGH site were evaluated in the EIR prepared by the LA-RICS Authority for the LMR System. On March 29, 2016, your Board certified the Final EIR for the LMR System in compliance with CEQA, made findings with respect to the environmental impacts of the project, and adopted the Mitigation Monitoring Program (MMP) as a condition of approval for the project. The currently recommended action related to the SGH site is within the scope of the impacts analyzed in the previously certified Final EIR and the Board's previous environmental findings, and adoption of the MMP are applicable to the current recommendation. There have been no changes to the project analyzed or to the circumstances under which the project is undertaken for this LMR System site that would require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects pursuant to Public Resources Code section 21166 or CEQA Guidelines sections 15162 and 15163. The previously adopted MMP will continue to apply.

Upon the Board's approval of the recommended actions, LA-RICS will file a Notice of Exemption with the County Clerk for the SAAs for CLM and CRN sites pursuant to Section 21152(b) of the California Public Resources Code and Section 15062 of the State CEQA Guidelines, and will file a Notice of Determination with the County Clerk for the Amendment to SAA for the SGH site pursuant to Section 21152(a) of the California Public Resources Code and Section 15094 of the State CEQA Guidelines.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,



JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

JR:wst:pl

Enclosures

c: Counsel to the Authority

Site List

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code	Supervisory District
CRN	Cerro Negro	LA County	Terminus of Sugar Loaf Drive	La Canada Flintridge	CA	91011	5
CLM	Claremont	City of Claremont	1616 Monte Vista Avenue	Claremont	CA	91711	1
SGH	Signal Hill	<u>Parcel:</u> GTE California (Verizon) <u>Tower:</u> City of Long Beach	2321 Stanley Avenue	Signal Hill	CA	90755	4

**SITE ACCESS AGREEMENT
CERRO NEGRO TELECOMMUNICATIONS 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 owns certain real property commonly known as Los Angeles County Cerro Negro Telecommunication Site ("Cerro Negro") and may be referred to as the San Rafael Lookout Tower Communication Site on Sugar Loaf Drive in La Canada Flintridge, California as described on Exhibit A attached hereto ("Real Property"); and

WHEREAS, County licensed a portion of Cerro Negro to the City of La Canada ("City") pursuant to Communications Site License COL-378, dated October 1st 1999, which has been held on a month to month basis since February 20, 2010 as all of City's renewal options have been exercised.

WHEREAS, County desires to license the use of a portion of the Real Property not already licensed to City to the LA-RICS AUTHORITY for use as a Land Mobile Radio ("LMR") communication site; and

WHEREAS, the parties hereto acknowledge that: (a) LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LMR Vendor") to design, construct, and perform services with respect to a regional interoperable 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 LMR 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**

1.01 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 and easements for access and utilities to install and operate an unmanned LMR communication facility, consisting of the parcels of land shown on Exhibit A attached hereto and incorporated herein by this reference (the "LMR Site").

1.02 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.

1.03 LA-RICS AUTHORITY and/or 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.

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

1.05 Ownership of all improvements constructed by the LA-RICS AUTHORITY upon each and every site comprising the 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 during the term of this Agreement, and County hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

2. **PURPOSE AND USE**

2.01 The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use the 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 for ingress to and egress from the applicable LMR Site 24 hours per day, 7 days per week without notice. Each 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").

2.02 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.

2.03 Nothing contained in this Agreement shall be deemed or construed in any way to limit the County's authority to exercise any right or power concerning the utilization of the Real Property including without limitation the LMR Site; provided, however, that such County 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 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 the County's concerns, if any, regarding the proposed plans and to work in good faith to address such concerns and obtain County 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 and County's (or County's authorized agent'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 within 10 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 each 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 each 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 written notice of termination (a) by LA-RICS AUTHORITY or (b) by County pursuant to Section 28 (Default) hereof.

5. **CONSIDERATION**

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

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

County 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 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 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 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 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 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**

7.01 LA-RICS AUTHORITY shall install the LA-RICS Facility at its own expense and risk as approved by County 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.

7.02 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.

7.03 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.

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

7.05 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 make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements without providing notice to the County or that may be required as a result of FCC rules or regulations, after providing notice to the County. LA-RICS AUTHORITY agrees: (i) to submit to the County, for review and approval, all plans and specifications, working drawings, and other information

reasonably required by the County covering proposed alterations by LA-RICS AUTHORITY, (ii) to discuss with County the County's concerns, if any, regarding the proposed alterations, and (iii) to work in good faith to address such concerns. All work to be done by LA-RICS AUTHORITY shall be performed in accordance with the plans provided to County.

9. **MAINTENANCE**

LA-RICS shall be responsible for maintenance of the portions of the Real Property, occupied by 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. Should LA-RICS AUTHORITY fail to accomplish this, following 30 days written notice from County, County may perform the work and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by County.

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

10. **CONSTRUCTION STANDARDS**

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

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

11. **OTHER OPERATIONAL RESPONSIBILITIES**

11.01 As applicable, LA-RICS AUTHORITY and its LMR Vendor shall:

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

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

(c) 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.

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

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

(b) 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;

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

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

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

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

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

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

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

13. **ACCESS TO LMR SITE**

13.01 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 of this Agreement, the access which serves the LMR Site ("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 LA-RICS AUTHORITY's cost.

13.02 LA-RICS AUTHORITY acknowledges and agrees that occasions may arise requiring the LA-RICS AUTHORITY to share in the cost of cleaning up of mud-slide debris and repairing the Access to its original accessible condition (as documented pursuant to Section 13.01) after a storm or heavy rainfall. LA-RICS AUTHORITY hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from County, 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 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 to the extent 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**

15.01 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. LA-RICS AUTHORITY shall conform to County's Internal Services Department Facilities Standard STD-140 Radio Site Management, including without limitation the requirement of submitting radio system installation plans for approval.

15.02 Interference With Public Safety Systems. In the event of any interference with County's Sheriff or Fire Department, Public Works, 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.

15.03 Interference With Non-Public Safety Systems. In the event LA-RICS AUTHORITY's operations or equipment cause interference with non-public safety-related systems of County 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.

15.04 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.

15.05 Compliance With Law. LA-RICS AUTHORITY is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as applicable rules and/or regulations of any other federal or state agency (including without limitation the Occupational Safety and Health Administration ("OSHA") having jurisdiction over the installation, operation, maintenance and/or working conditions involving RF emissions and/or safety and work standards performed on or near communications towers and antenna-licensed premises. LA-RICS AUTHORITY agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation, and maintenance of its own equipment and for repairs to its own equipment at the 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 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**

18.01 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.

(a) **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 form property damage, and personal injury with a limit of not less than

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

Per occurrence

\$1 million

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

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

Each Accident:

\$1 million

Disease - policy limit:

\$1 million

Disease - each employee:

\$1 million

(c) Commercial Property Insurance. Such coverage shall:

- Provide coverage for 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.

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

18.02 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.

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

18.04 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.

18.05 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**

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

19.02 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**

20.01 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.

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

20.03 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.

20.04 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: Director of Real Estate

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

22.01 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, 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. 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.

22.02 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

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

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

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

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

25.03 County shall approve or disapprove a proposed transfer, assignment or sublicense 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.

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

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

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

26. **SUBORDINATION AND NON-DISTURBANCE**

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 herein below ("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 an ownership interest in the Real Property, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, (b) fulfill 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**

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

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

30. **HAZARDOUS MATERIALS**

The parties hereto hereby warrant and represent that they shall comply with all applicable Federal, State, and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the 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 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**

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

36.02 LA-RICS AUTHORITY certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion,

ancestry, national origin, sex, age, physical or mental disability, material status, or political affiliation.

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

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

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

40.01 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.

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

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

40.04 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.

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

40.06 Security Devices. LA-RICS AUTHORITY, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the 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**

42.01 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.

42.02 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**

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

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

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

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

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

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

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

53. RECYCLED BOND PAPER

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

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

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

COUNTY OF LOS ANGELES

A California Joint Powers Authority

By: _____

By: _____

Print Name: _____

Its: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

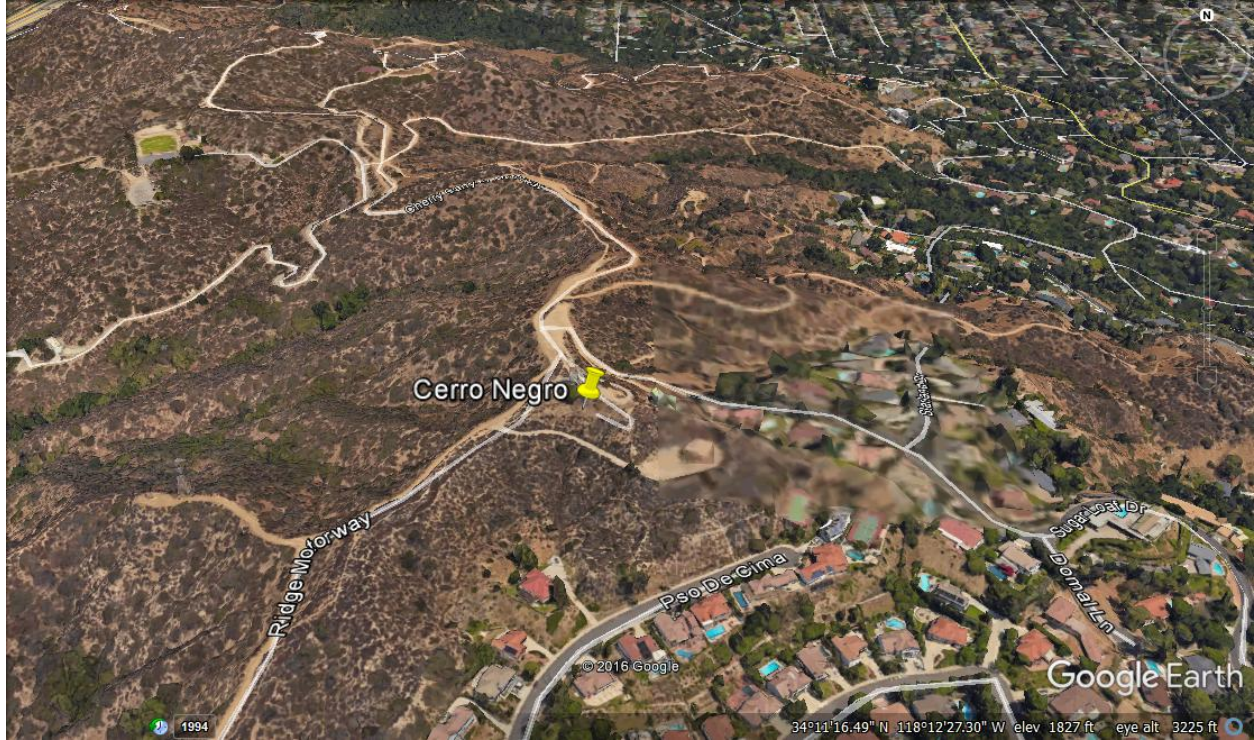
MARY C. WICKHAM
COUNTY COUNSEL

MARY C. WICKHAM
COUNTY COUNSEL

By: _____
Deputy

By: _____
Deputy

EXHIBIT A SITE DESCRIPTION



County of Los Angeles Cerro Negro Telecommunications Site Sugar Loaf Drive La Canada Flintridge, CA 91011

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code	Supervisorial District
CRN	Cerro Negro	LA County	Near intersection of Ridge Motorway and Sugar Loaf Dr.	La Canada Flintridge	CA	91011	5

EXHIBIT B

EQUIPMENT LIST

County of Los Angeles Cerro Negro Telecommunications Site

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

New LMR Indoor **RF Racks** (10), **DC Rack** (1), **Battery Racks** (2) & **Future Racks** (4)

New **Generator**

New **GPS antennas** (4) mounted to Shelter

New 100 feet tall self-supporting **Tower**

New LMR (15) **Antennas**

New LMR (2) Microwave **Dishes**

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

EXHIBIT C

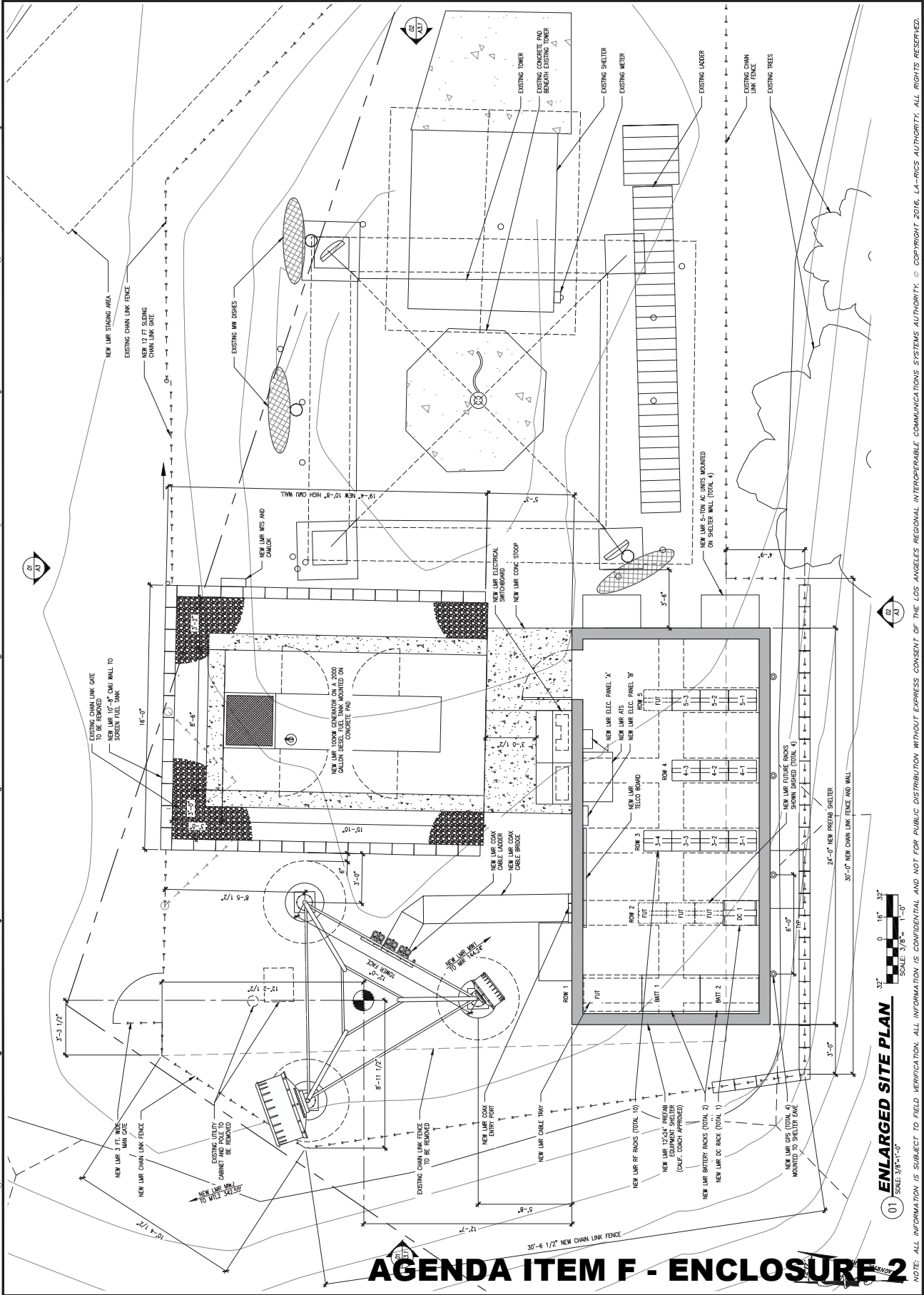
SITE PLAN

County of Los Angeles Cerro Negro Telecommunications Site

See next page for Preliminary Draft Plan (Zoning Drawings) dated October 13, 2016.

The County and Master Licensor approved Construction Document set will be incorporated by reference as part of the fully executed Site Access Agreement

CRN EXHIBIT C



LA-RICS
Los Angeles Regional Interoperable Communications System

MOTOROLA SOLUTIONS

CRN
Los Angeles Regional Interoperable Communications System

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

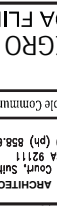
SUGAR LOAF DR., LA CANADA FLINTRIDGE, CA 91011

ISSUED DATE: 06-05-16
CONSTRUCTION RECORD

DRAWN BY: SR, WB
CHECKED BY: JAB

ZONING DRAWING

NO.	DATE	DESCRIPTION
0	06-10-16	ZD S
1	07-12-16	REVISED ZD S
2	07-18-16	REVISED ZD S
3	09-08-16	REVISED ZD S
4	10-10-16	REVISED ZD S
5	10-13-16	REVISED ZD S



ENLARGED SITE PLAN

A2

LMR-CRN-A2 5

01 SCALE: 3/8"=1'-0"

ENLARGED SITE PLAN

0 16' 32'

SCALE: 3/8"=1'-0"

NOTE: ALL INFORMATION IS SUBJECT TO FIELD VERIFICATION. ALL INFORMATION IS CONFIDENTIAL AND NOT FOR PUBLIC DISTRIBUTION WITHOUT EXPRESS CONSENT OF THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEMS AUTHORITY. © COPYRIGHT 2016, LA-RICS AUTHORITY. ALL RIGHTS RESERVED.

LMR SITE ACCESS AGREEMENT

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

BY AND BETWEEN

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

AND

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

RECITALS:

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

WHEREAS, Owner owns certain real property described on Exhibit A attached hereto ("Real Property") on which is located an existing 180' communications tower ("Tower") and an existing 25' x 25' communications equipment shelter ("Shelter"); and

WHEREAS, Owner desires to license the use of a portion of the Tower and Shelter on the Real Property to the LA-RICS AUTHORITY for use as a Land Mobile Radio ("LMR") communication site; and

WHEREAS, the parties hereto acknowledge that: (a) LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LMR Vendor") to design, construct, and perform services with respect to a regional interoperable LMR telecommunications system as a part of the LA-RICS; (b) the LA-RICS AUTHORITY has retained LMR Vendor to design and construct a regional interoperable LMR 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**

a. Owner hereby licenses to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from Owner on the terms and conditions set forth herein, the use of a designated space at the height between 45 feet and 65 feet above ground level on the Owner's Tower and a designated 2 feet x 2 feet space within the Owner's Shelter located on the Real Property (the designated space is hereinafter referred to as the "LMR Site"), together with a non-exclusive right to use designated space and easements on the Real Property (i) for pedestrian and/or vehicular ingress to and egress from the LMR Site ("Site Access Space") and (ii) for the installation of utilities serving the LMR Site ("Utilities Space"), all as shown on Exhibit A attached hereto and incorporated herein by this reference.

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

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

d. Ownership of the LA-RICS Facility (as defined in Section 2(a)) constructed by the LA-RICS AUTHORITY upon each and every site comprising the LMR Site and all alterations, additions or betterments thereto shall be the personal property of the LA-RICS AUTHORITY and not fixtures, and shall remain with the LA-RICS AUTHORITY. The LA-RICS AUTHORITY may remove the LA-RICS Facility or any elements thereof at

any time during the term of this Agreement at its sole cost and expense and in compliance with this Agreement, and Owner hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

2. **PURPOSE AND USE**

a. The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use the LMR Site, Site Access Space and Utilities Space for the installation, operation, maintenance, and repair of a LMR facility to be used for public safety purposes. The LA-RICS AUTHORITY and/or its Authorized Representatives (as defined in Section 13(a) hereof), at its sole expense in accordance with all of the terms and conditions of this Agreement, (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, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference (such LMR system, and associated infrastructure, equipment and related improvements, and other related materials as may be deemed necessary by the LA-RICS AUTHORITY collectively, the "LA-RICS Facility"). The LMR Site shall be used only for the purposes authorized by this Section 2(a), and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

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

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

3. **APPROVALS/DESIGN REVIEW**

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

b. Conceptual site plans for the LMR Site are identified in Exhibit C. Upon the LA-RICS AUTHORITY's and Owner'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. LA-RICS AUTHORITY shall provide Owner with a notice of work

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

c. Should ministerial permits be required, Owner shall expeditiously process such permits within its jurisdiction. To the extent there may be costs associated with Owner's review, such costs will be waived for LA-RICS AUTHORITY. The LA-RICS AUTHORITY may perform and obtain, at the LA-RICS AUTHORITY's sole cost and expense, soil borings, percolation tests, engineering reports, environmental investigations or other tests or reports on, over, and under each 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. Owner shall work cooperatively and expeditiously with the LA-RICS AUTHORITY to complete review of any project plans and specifications, so as not to delay the design and construction of the LA-RICS Facility.

4. **TERM**

The initial term ("Initial Term") of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and shall terminate on the fifteenth (15th) anniversary of the Commencement Date, unless terminated earlier by: (a) written notice of termination (a) by LA-RICS AUTHORITY or (b) written notice of termination by Owner pursuant to Section 27 (Default) hereof. If not terminated earlier, at the end of the Initial Term, the Agreement shall automatically renew for one year renewal terms unless and until terminated by written notice of termination by Owner pursuant to Section 27 (Default) hereof or by six (6) months written notice of termination given by either Party.

5. **CONSIDERATION**

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

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

a. Owner shall have the opportunity to review and provide input, if any, and to approve all project plans and specifications for the LA-RICS AUTHORITY's proposed installation of the equipment comprising the LA-RICS Facility and for any proposed alterations (not including "like-kind" replacements) of the equipment comprising the LA-RICS Facility after LA-RICS AUTHORITY's initial installation of the LA-RICS Facility on the LMR Site. In addition, Owner shall have the right to visually inspect the LA-RICS Facility and the LMR Site at any time during and after installation without prior written notice to the LA-RICS AUTHORITY. The LA-RICS AUTHORITY shall not commence installation of equipment comprising the LA-RICS Facility or permit any alteration of same on a LMR Site (other than "like-kind" replacements), or any portion thereof, including changes to power outputs or changes in the use of frequencies described in Exhibit B hereto until the Owner has reviewed and approved the plans and specifications.

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

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

7. **INSTALLATION**

a. LA-RICS AUTHORITY shall install the LA-RICS Facility at its own expense and risk as approved by Owner in accordance with the terms hereof, including without limitation Section 6 and such installation shall not cause radio frequency interference with equipment, transmission or reception (operated currently or in the future) by the Owner.

b. LA-RICS AUTHORITY shall install or cause to be installed by its Authorized Representatives interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices.

c. 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.

d. LA-RICS AUTHORITY agrees that Owner may grant the use of any portion of the Real Property to any third party for the purpose of installing communications transmitting equipment, so long as such uses do not conflict or

interfere with LA-RICS AUTHORITY's operations as provided for pursuant to this Agreement. Any third party granted rights by the Owner shall be required to comply with all applicable noninterference rules of the FCC.

e. 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.

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

8. ALTERATIONS

a. LA-RICS AUTHORITY shall make no renovations, alterations, structural upgrades or other 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 Owner, provided that such renovations, alterations, or improvements shall be consistent with the Permitted Activities set forth in Section 2(a) hereof.

b. Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS AUTHORITY shall have the right to make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements without providing notice to the Owner or that may be required as a result of FCC rules or regulations, after providing notice to the Owner.

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

d. Upon completion of any alterations at the LMR Site permitted hereunder, LA-RICS AUTHORITY shall provide Owner with updated versions of the As-Builts consistent with the requirements of Section 7(f) hereof.

9. **MAINTENANCE**

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

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

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

d. LA-RICS AUTHORITY shall, at its sole cost and expense, maintain the tower beacon described in Exhibit E attached hereto and incorporated herein by this reference, provided that: (1) Owner must provide advance written notice to LA-RICS of any maintenance required by this Section and (2) LA-RICS AUTHORITY assumes no liability of any kind with respect to its maintenance or repairs of the tower beacon pursuant hereto and Owner shall indemnify and hold harmless LA-RICS AUTHORITY from and against any and all such liability.

10. **CONSTRUCTION & MAINTENANCE STANDARDS**

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

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

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

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

11. **OTHER OPERATIONAL RESPONSIBILITIES**

a. As applicable, LA-RICS AUTHORITY and its Authorized Representatives (as defined in Section 13(a)) shall:

i. Comply with and abide by all applicable rules, regulations and directions of Owner.

ii. 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.

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

iv. 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 resulting from or due to any cause whatsoever, unless such loss, damage or destruction was caused by the negligence or willful act or omission of the Owner, its agents, employees or contractors.

12. **RELOCATION**

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

i. 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;

ii. Owner 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;

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

iv. LA-RICS AUTHORITY's use pursuant hereto 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**

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

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

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

14. **EMERGENCY ACCESS BY OWNER**

- a. The Owner and its authorized agents may access the LMR Site at any time for the purpose of making emergency improvements or repairs to the LMR Site or to interrupt or terminate LA-RICS AUTHORITY's transmission(s) from the LMR Site or electrical supply to the LMR Site, should LA-RICS AUTHORITY be unable or unwilling to respond to Owner's request to take immediate action to correct any deficiency which threatens Owner's operation on the LMR Site or on the Real Property, provided that Owner shall endeavor to provide a 24-hour prior notice to LA-RICS AUTHORITY and shall access the LMR Site in the presence, if possible, of an LA-RICS AUTHORITY representative, if provided by LA-RICS AUTHORITY.
- b. Notwithstanding the foregoing, Owner shall not be required to provide notice to LA-RICS AUTHORITY prior to entering the LMR Site and taking any of the actions described in Section 14(a) due to an emergency. Owner shall use its best efforts to minimize any inconvenience or disturbance to LA-RICS AUTHORITY when entering the LMR Site.
- c. LA-RICS AUTHORITY shall reimburse Owner within thirty (30) days of receipt of Owner's written request for Owner's actual costs to correct any deficiency that is corrected by Owner pursuant to this Section.
- d. LA-RICS AUTHORITY AGREES NOT TO HOLD OWNER RESPONSIBLE OR LIABLE FOR AND SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY DAMAGE, LOSS, CLAIM OR LIABILITY OF ANY NATURE SUFFERED AS A RESULT OF THE LOSS OF THE USE OF THE LA-RICS FACILITY OR OTHER FACILITIES AT THE LMR SITE OR OTHERWISE AFFECTED BY THE EMERGENCY ACTIONS TAKEN BY OWNER.

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

- a. LA-RICS AUTHORITY acknowledges that there are pre-existing radio frequency uses on the Real Property including governmental public safety (police) radio frequency uses and warrants that its use of the LMR Site including use by any of the LA-RICS AUTHORITY or its Authorized Representatives will not interfere with those pre-existing radio frequency uses on the Real Property, as long as the pre-existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.
- b. For the purposes of this Agreement, "interference" may include, but is not limited to: (a) any use by any party or by any third party granted rights by

the Owner on the Real Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the communication facility or the LA-RICS Facility; (b) any use by LA-RICS AUTHORITY or its Authorized Representatives on the Real Property that causes electronic or physical obstruction with, or degradation of, the communications signals from pre-existing radio frequency uses on the Real Property; or (c) any use by any party that constitutes a violation of FCC rules or regulations.

- c. **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 Owner or Owner's agents, invitees or other licensees or users who may occupy portions of the Real Property at the time this Agreement is entered into, and such installation by LA-RICS AUTHORITY shall not cause RF interference with equipment, transmission or reception (operated currently). LA-RICS AUTHORITY shall be responsible for electromagnetic compatibility of LA-RICS AUTHORITY's equipment with existing equipment at the Real Property.
- d. In addition to the Tower and Shelter, Owner reserves the right, at its expense, to install on the Real Property, additional communications shelters, telecommunication equipment, and towers for telecommunications and/or microwave (collectively, the "Additional Owner Facilities") so long as the installation of said Additional Owner Facilities does not interfere with LA-RICS AUTHORITY's operations. LA-RICS AUTHORITY and Owner agree to make commercially reasonable efforts to resolve any radio frequency interference issues with equipment, transmission or reception caused by the installation of the Additional Owner Facilities.
- e. **Interference With Public Safety Systems.** In the event of any interference with Owner's Facilities that are used for Public Safety such as Police or Fire Department, , which is caused by LA-RICS AUTHORITY's equipment or operations, LA-RICS AUTHORITY shall be immediately notified by Owner of such interference. LA-RICS AUTHORITY will make commercially reasonable efforts to cause any such interference to cease within twenty-four (24) hours after receipt of notice of interference from Owner. In the event any such interference with pre-existing Public Safety Systems does not cease within the aforementioned cure period, LA-RICS AUTHORITY shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. In the event any such interference with any Public Safety Systems that were installed or modified after the LA-RICS Facility does not cease within the aforementioned cure period, LA-RICS AUTHORITY and Owner agree to cooperatively make commercially reasonable efforts to resolve any radio

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

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

- g. **Interference During Emergency.** If any measurable interference caused by LA-RICS AUTHORITY's equipment with Owner's electronic equipment during an emergency incident occurs, the LA-RICS AUTHORITY shall cease all operations which are suspected of causing interference 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.

- h. **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 Owner and with other relevant parties to mitigate such violations in a timely manner.

16. **UTILITIES**

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

17. **HOLD HARMLESS AND INDEMNIFICATION**

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

18. **INSURANCE**

- a. Without limiting LA-RICS AUTHORITY's obligations to Owner, LA-RICS AUTHORITY shall provide and maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the Owner's Risk Manager, and evidence of such programs satisfactory to the Owner Risk Manager in the form of an endorsement to LA-RICS AUTHORITY's general liability policy adding the Owner as an

additional insured and a Certificate of Insurance evidencing all of the coverage required and their respective limits, shall be delivered to Colin Tudor Assistant City Manager, on or before the effective date of this Agreement. Such endorsement and Certificate of Insurance shall specifically identify this Agreement and shall contain express conditions that Owner is to be given written notice at least thirty (30) days in advance of any modification or termination of any provisions of insurance and shall name the Owner as an additional insured (except for the Workers' Compensation Insurance). LA-RICS AUTHORITY shall require its contractors and subcontractors to provide commercial insurance as required in this Section, and any additional insurance required by LA-RICS AUTHORITY of its contractor/subcontractor, shall name the Owner as an additional insured.

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

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

General Aggregate:	\$5 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Per occurrence	\$5 million

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

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

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

iii. Commercial Property Insurance. Such coverage shall:

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

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

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

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

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

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

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

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

- C. **Automobile Liability.** such coverage shall be written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$5 million combined single limit for bodily injury and property damage, in combined or equivalent split limits, for each single accident. such insurance shall cover liability arising out of LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- D. **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 in aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.

- E. **Workers Compensation and Employers' Liability Insurance.** Such coverage shall provide Employers' Liability coverage with limits of not less than \$1 million per accident. Such policy shall be endorsed to waive subrogation against the Owner for injury to the LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor employees. If the LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor employees will be engaged in maritime employment, the

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

- b. Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to Owner with an A.M. Best rating of not less than A:VII, unless otherwise approved by Owner.
- c. Failure to Procure or Maintain Coverage. Failure by LA-RICS AUTHORITY or its contractors to procure or maintain the required programs of insurance, or to provide evidence of insurance coverage acceptable to Owner, shall constitute a material breach of contract upon which Owner may immediately terminate this Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by Owner shall be repaid by LA-RICS AUTHORITY to Owner upon demand. Use of the 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..
- d. Notification of Incidents. LA-RICS AUTHORITY shall report to Owner any accident or incident relating to activities performed under this Agreement which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against LA-RICS AUTHORITY and/or Owner. Such report shall be made in writing within seventy-two (72) hours of LA-RICS AUTHORITY's knowledge of such occurrence.
- e. Compensation for Owner Costs. In the event that LA-RICS AUTHORITY fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to Owner, LA-RICS AUTHORITY shall pay full compensation for all reasonable costs incurred by Owner.

- f. Separation of Insureds. All insurance to be provided herein shall include a “separation of insureds” clause and shall apply separately to each insured and additional insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability. No policy shall contain any provision or exclusion (including a “cross-liability” or similar exclusion) that in effect would prevent, bar, or otherwise preclude any insured or additional insured under the policy from making a claim that would otherwise be covered by such policy on the grounds that the claim is brought by an insured or additional insured against an insured or additional insured under the policy.
- g. Endorsement Forms Required. Endorsements adding additional insureds to required policies shall provide the broadest coverage available, but for general liability insurance no less coverage than the Insurance Services Office form CG 20 10 and the CG 20 37 with no limitations or exclusions with respect to “products/completed operations” coverage for additional insureds.
- h. Enforcement of Agreement Provisions (non estoppel). LA-RICS acknowledges and agrees that any actual or alleged failure on the part of the Owner to inform LA-RICS of non-compliance with any requirement imposes no additional obligations on the Owner nor does it waive any rights hereunder.
- i. Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required hereunder are minimum requirements and are not intended to limit LA-RIC’s indemnification obligations nor do the indemnity obligations limit the rights of the insured parties to the coverage afforded by their insured status. Requirements of specific coverage features or limits are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
- j. Evidence of Insurance. Concurrently with LA-RICS’ execution hereof or on such later date on which coverage is to be provided hereunder, LA-RICS shall deliver to the Owner certificates of insurance and endorsements providing the required additional insured status on general, excess, and pollution liability policies. The evidence provided must be adequate to allow the Owner to determine if all insurance requirements have been met. The Owner shall have no duty to pay or perform under the Agreement until such evidence of insurance, in compliance with all requirements of this Insurance Section has been provided. LA-RICS shall promptly deliver to the Owner evidence of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance

coverages for the terms specified herein. Such evidence shall be delivered to the Owner not less than seven (7) days prior to the expiration date of any policy, or such shorter period as approved in advance by the Owner.

19. **TAXES**

- a. LA-RICS AUTHORITY and Owner agree that this is a license and not a lease and no real estate interest is being conveyed herein. Nonetheless, LA-RICS AUTHORITY acknowledges that a possessory interest (as defined in California Revenue and Taxation Code Section 107) in the LMR Site may be created by this Agreement and LA-RICS AUTHORITY may be subject to property taxation if such possessory interest is created.
- b. LA-RICS AUTHORITY shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, Owner, municipal, or any other tax or assessment-levying body upon the LMR Site arising from LA-RICS AUTHORITY' use of the LMR Site.
- c. 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.
- d. Owner reserves the right to pay any such tax, assessment, fees or charges, and all monies so paid by Owner shall be repaid by LA-RICS AUTHORITY to Owner upon demand.

20. **NOTICES**

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

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

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

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

Tony Ramos
City Manager
207 Harvard Ave.
Claremont, CA 91711
909-399-5441
tramos@ci.claremont.ca.us

Shelly Vanderveen
Chief of Police
570 W. Bonita Ave.
Claremont, CA 91711
909-399-5401
svanderveen@ci.claremont.ca.us

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

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

21. **LA-RICS FACILITY REMOVAL**

- a. LA-RICS AUTHORITY shall remove all of its LA-RICS Facility and personal property 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, within sixty (60) days of the expiration or termination of this Agreement for any reason. 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 sixty (60) days from the earliest date on which access is possible in which to comply with this provision.
- b. 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, Owner may, but shall not be required to, remove the LA-RICS Facility and all personal property and improvements at LA-RICS AUTHORITY's expense. LA-RICS AUTHORITY shall reimburse Owner within thirty (30) days of receipt of an itemized accounting of the cost for such removal and storage of LA RICS Facility, personal property and improvements. Owner shall incur no liability for any damage to the LA-RICS Facility, personal property, or improvements caused during such removal or storage.

22. **INDEPENDENT STATUS**

This Agreement is by and between Owner and LA-RICS AUTHORITY and is not intended and shall not be construed to create the relationship of agent, servant,

employee, partnership, joint venture or association as between Owner and LA-RICS AUTHORITY. LA-RICS AUTHORITY understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries from or connected with respect to services performed on behalf of LA-RICS AUTHORITY pursuant to this Agreement as required by law.

23. **AMENDMENT**

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

24. **ASSIGNMENT**

- a. This Agreement may not be sublicensed, sold, assigned or transferred by LA-RICS AUTHORITY without written consent of Owner, which consent will be at Owner's sole discretion.
- b. No change of membership of LA-RICS AUTHORITY shall constitute an assignment, sublicense, or transfer hereunder.
- c. To request the Owner's consent to such sublicense, assignment or transfer pursuant to this Section, LA-RICS AUTHORITY shall first deliver to the Owner:
 - i. A written request for approval;
 - ii. The name, address, and most recent financial statements of the proposed sublicensee, assignee, or other transferee;
 - iii. Proposed unredacted instrument of sublicense, transfer or assignment or any or all of its rights hereunder; and
 - iv. Any other information reasonably requested by the OWNER.
- d. Owner shall approve or disapprove a proposed transfer, assignment or sublicense within sixty (60) days after LA-RICS AUTHORITY delivers all such items to the Owner. Owner's failure to respond to any request pursuant to this Section shall be deemed disapproval of said request.
- e. In the case of an assignment or transfer of this Agreement, the proposed instrument shall include a written assumption by the transferee/assignee of all obligations of LA-RICS AUTHORITY under the Agreement requiring the transferee/assignee to perform the full obligations of the LA-RICS AUTHORITY under this Agreement and as a condition to the completion of such assignment or transfer must cure, remedy, or correct any event of default existing at the time of such assignment or transfer in a manner satisfactory to the Owner. Unless specified in the consent, the Owner's

consent to such assignment or transfer shall not operate to release or discharge the LA-RICS AUTHORITY from its liabilities and obligations arising under the Agreement.

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

25. **SUBORDINATION AND NON-DISTURBANCE**

- a. Owner shall use commercially reasonable efforts to obtain, not later than thirty (30) days following a request by LA-RICS AUTHORITY, a Non-Disturbance Agreement, as defined below, from its existing mortgagees, ground lessors and master lessors, if any, of the Real Property. At Owner's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "Mortgage") by Owner which from time to time may encumber all or part of the Real Property; provided, however, as a condition precedent to LA-RICS AUTHORITY being required to subordinate its interest in this Agreement to any future Mortgage covering the Real Property, Owner shall obtain for LA-RICS AUTHORITY's benefit a non-disturbance and attornment agreement in a form reasonably satisfactory to LA-RICS AUTHORITY and containing at a minimum the terms set forth herein below ("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 an ownership interest in the Real Property, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, (b) fulfill Owner's obligations under this Agreement, and (c) promptly cure all of the then-existing Owner defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers.
- b. In return for such Non-Disturbance Agreement, LA-RICS AUTHORITY will execute an agreement for the Lender's benefit in which LA-RICS AUTHORITY: (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of the Lender, (ii) agrees

to attorn to Lender if Lender becomes the owner of the Real Property, and (iii) agrees to accept a cure by Lender of any of Owner's defaults, provided such cure is completed within the deadline applicable to Owner.

26. **CONDEMNATION**

In the event of any condemnation of the Real Property (or any portion thereof), LA-RICS AUTHORITY may terminate this Agreement upon written notice to Owner if such condemnation may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at the 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 Owner and LA-RICS AUTHORITY shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other, if any, under this Agreement.

27. **DEFAULT**

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

than sixty (60) days and Owner has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. LA-RICS AUTHORITY may not maintain any action or effect any remedies for default against Owner unless and until Owner has failed to cure a default within the time periods set forth in this Section.

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

28. **WAIVER**

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

29. **HAZARDOUS MATERIALS**

- a. The parties hereto hereby warrant and represent that they shall comply with all applicable Federal, State, and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on, under, about or within the 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, and any other substances defined by or under any other state or federal law, statute, rule, regulation or order concerning environmental matters.

- b. Either party shall, within twenty-four (24) hours of the discovery by it of the presence of, or suspected presence any hazardous substances on, under, about or within the Real Property, give written notice to the other party.
- c. The parties each agree to indemnify, hold harmless, and defend the other and the other's agents, officers, employees, and contractors against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) to the extent arising from the indemnifying party's breach of any warranty or agreement contained in this Section.
- d. Except as expressly provided in this Section, Owner shall have no liability whatsoever to LA-RICS AUTHORITY or any indemnification obligations in respect of any pre-existing environmental conditions or hazardous substances on, under, about or within the Real Property as of the effective date of this Agreement.

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

- a. 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 Owner 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 at its sole cost and expense any of the required repairs to the applicable Real Property or LMR Site should Owner elect not to undertake such repairs. Any notice of termination provided pursuant to this Section shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement, if any.
- b. 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.

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

31. **AUTHORIZATION WARRANTY**

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

32. **INDEPENDENT CONTRACTOR STATUS**

This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between Owner and LA-RICS AUTHORITY.

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

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

34. **COMPLIANCE WITH APPLICABLE LAW**

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

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

- a. 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.

- b. LA-RICS AUTHORITY certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, material status, or political affiliation.
- c. 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.
- d. If the Owner finds that any of the above provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement upon which the Owner may terminate, or suspend this Agreement.
- e. While the Owner reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission, the Federal Equal Employment Opportunity Commission that LA-RICS AUTHORITY has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by Owner that LA-RICS AUTHORITY has violated the anti-discrimination provisions of this Agreement.
- f. In the event LA-RICS AUTHORITY violates the antidiscrimination provisions of the Agreement, the parties agree that it is extremely difficult to ascertain the amount of liquidated damages, and hereby agree that the Owner shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS (\$500.00) for each such violation pursuant to California Civil Code section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

36. **NON EXCLUSIVITY**

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

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

LA-RICS AUTHORITY shall notify its employees, and shall require each Contractor and Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be

provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

38. CONFIDENTIAL INFORMATION; PUBLIC RECORDS ACT

- a. "Confidential Information" means any information that is disclosed in written, graphic, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being 'trade secret' or 'proprietary' or 'confidential'. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving party; is already known to the receiving party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing party.
- b. The parties will use reasonable efforts to avoid sharing Confidential Information with each other. However, during the term of this Agreement, the parties may provide each other with Confidential Information. Each party will: (i) maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by law or by a court of competent jurisdiction; (ii) restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; (iii) take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and (iv) use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.
- c. The parties acknowledge that each is a public agency that is subject to document requests pursuant to the California Public Records Act and Freedom of Information Act (collectively, the "Acts"). If a party receives a request under the Acts for any records which would constitute Confidential Information received by it from the disclosing party, such party shall notify the disclosing party within five (5) business days and to the extent allowed by law, shall apply exceptions to disclosure of the Confidential Information that are applicable under the Acts. If a suit is filed by a member of the public with respect to any such request, the party named in the suit will cooperate in any

action to intervene filed by the disclosing party seeking to protect the Confidential Information from public disclosure. Notwithstanding any provision in this Agreement to the contrary, the disclosing party will indemnify and hold harmless the other party for any and all costs and attorney fees awarded to a prevailing plaintiff arising out of or related to a suit which result from the party's actions, taken at disclosing party's request, in compliance with this provision in protecting the Confidential Information from public disclosure. Such reimbursement by the disclosing party shall be made within thirty days after receipt of the other party's invoice evidencing same.

39. **OTHER TERMS AND CONDITIONS**

- a. Advertising Materials and Signs. Except for warning signs required by law, LA-RICS AUTHORITY and its Authorized Representatives shall not post signs upon the LMR Site or improvements thereon or on the Real Property, or distribute or cause to be distributed any advertising materials unless prior approval therefor is obtained from the Owner.
- a. Habitation. The LMR Site shall not be used for human habitation.
- b. Illegal Activities. LA-RICS AUTHORITY and its Authorized Representatives shall not knowingly permit any illegal activities to be conducted upon the LMR Site or the Real Property.
- c. 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 and its Authorized Representatives' use of the LMR Site. LA-RICS AUTHORITY shall cooperate fully with Owner in the investigation of any accidental injury or death occurring on the LMR Site, including a prompt report thereof to the Owner. LA-RICS AUTHORITY shall cooperate and comply fully with Owner, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all LA-RICS Facility. LA-RICS AUTHORITY, at its expense, may use any and all appropriate means of restricting public access to the LMR Site, subject to prior approval by the Owner.
- d. Sanitation. Except for the existing and ongoing sanitation-related activities performed on or near the Real Property, including entry and exit of sanitation trucks and the off-loading of trash into trash haulers for off-site disposal, no offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health in violation of the law, shall be permitted or remain on the LMR Site and within a distance of fifty (50) feet thereof, and LA-RICS AUTHORITY and Owner shall prevent any accumulation thereof from occurring.

- e. 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 Owner. Owner shall be responsible for securing the Real Property to the extent deemed necessary by Owner in its sole discretion.

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

LA-RICS AUTHORITY hereby disclaims any status as a "displaced person" as such is defined in California Government Code Section 7260 and hereby acknowledges 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 of Regulations upon the future cancellation or termination of this Agreement.

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

- a. LA-RICS AUTHORITY shall designate one member of its staff as an Operations Manager with whom the Owner may deal with on a daily basis. Any person selected by LA-RICS AUTHORITY as an Operations Manager shall be fully acquainted with LA-RICS AUTHORITY's operation, familiar with the terms and the conditions prescribed therefore by this Agreement, and authorized to act in the day-to-day operation thereof.
- b. LA-RICS AUTHORITY shall establish an identification system for each of its personnel assigned to service the LMR Site, including Authorized Representatives defined in Section 13, that clearly indicates the name of the person, and the entity for whom the person works. The identification system shall be furnished at LA-RICS AUTHORITY expense and may include appropriate uniform attire and name badges as routinely maintained by LA-RICS AUTHORITY.

42. **BANKRUPTCY**

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

43. **SUCCESSORS AND ASSIGNS**

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

44. **SEVERABILITY**

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

45. **INTERPRETATION**

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

46. **ENTIRE AGREEMENT**

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

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

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

The City of Claremont

A California Joint Powers Authority

By: _____

By: _____

Print Name: _____

Its: _____

APPROVED AS TO FORM:

ATTEST:

MARY C. WICKHAM
COUNTY COUNSEL

By: _____

By: _____

Deputy

EXHIBIT A

REAL PROPERTY DESCRIPTION

LAND DESC AS PAR 1 IN DOC 1919170,030703
POR OF SW 1/4 OF SEC 2 T IS R 8W

Assessor's ID No: 8307-002-903
Organization: City of Claremont Police Department
Address: 1616 Monte Vista Ave., Claremont, CA 91711
Site Owner: City of Claremont

EXHIBIT B

EQUIPMENT LIST

City of Claremont Telecommunications Site

New LMR Indoor **RF Rack** (1),

New LMR (2) Microwave **Dishes**

EXHIBIT C

SITE PLAN

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

EXHIBIT D

SITE ACCESS AND USE PROCEDURES

Access to the LMR Site shall be controlled by the Owner's Police Department. LA-RICS AUTHORITY's Authorized Representatives shall make telephone contact with Police at telephone: 909-399-5401 at least four (4) hours in advance of a visit to gain access. LA-RICS AUTHORITY's Authorized Representatives shall be in uniform and/or wearing a distinctive form of employer identification. LA-RICS AUTHORITY's Authorized Representatives shall present appropriate photo identification and employer identification to Police, and be escorted by Police to the LMR Site. LA-RICS AUTHORITY's Authorized Representatives may only enter upon and access the LMR Site located on Monte Vista Avenue in a single vehicle per visit, unless prior approval for multiple vehicles has been requested to and authorized by Police. Once escorted to the LMR Site, the LA-RICS AUTHORITY's Authorized Representatives shall have unrestricted access to the communications facility and support structure.

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

EXHIBIT E

BEACON DESCRIPTION

To be inserted into final document

**AMENDMENT NO. 1
TO LTE SITE ACCESS AGREEMENT**

This Amendment No. 1 to Site Access Agreement ("Amendment" or "Amendment No. 1") is made and entered into this _____ day of _____, 2016,

BY AND BETWEEN

CITY OF LONG BEACH, a body corporate and politic, hereinafter referred to as "City" or "Owner;"

AND

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

RECITALS

WHEREAS, on July 16, 2015, the City and the LA-RICS Authority entered into an LTE Site Access Agreement ("Agreement"), incorporated herein by reference, whereby the City gave permission to the LA-RICS Authority to use certain portions of the Real Property owned by City, as shown on Exhibit A to the Agreement, for the purpose of construction, maintenance, operation and repair of a Long Term Evolution broadband ("Broadband" or "LTE") communication site;

WHEREAS, City leases certain real property described on Exhibit A attached hereto ("Leased Site") pursuant to a lease dated September 7, 1993 ("Master Lease") with GTE California Incorporated ("Master Lessor");

WHEREAS, City has constructed and is the owner of a communications tower ("City Tower") which is located on the Leased Site;

WHEREAS, City desires to license the use of a portion of the City Tower on the Leased Site to the LA-RICS Authority for use as a Land Mobile Radio ("LMR") communication site; and

WHEREAS, the parties hereto desire to amend the Agreement to add the LMR Site on the City Tower as set forth 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. Capitalized Terms; Paragraph References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement, unless otherwise defined in this Amendment No. 1.

Unless otherwise noted, section references in this Amendment No. 1 refer to sections in the Agreement, as amended by this Amendment No. 1.

2. General.

2.01 All references in the Agreement to "LTE Site" or "LTE site" shall be replaced with "LA-RICS Site," as defined in this Amendment No. 1.

2.02 All references in the Agreement to "LTE Vendor" shall be replaced with "LTE Vendor and/or LMR Vendor."

3. Exhibits. The following exhibits to the Agreement are revised as follows:

3.01 Exhibit A to the Agreement (Site List) is hereby deleted and replaced with Exhibit A hereto.

3.02 Exhibit B hereto is hereby added to Exhibit B to the Agreement (Equipment List).

3.03 Exhibit C hereto is hereby added to Exhibit C to the Agreement (Site Plans).

4. Section 1.01 of the Agreement is hereby deleted in its entirety and is replaced with the following:

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

5. Section 2.01 of the Agreement is hereby deleted in its entirety and is replaced with the following:

The sole purpose of this Agreement is to allow the LA-RICS Authority to use the LA-RICS Site for the installation, operation, maintenance, and repair of an LTE and/or LMR communication facility (as designated in Exhibit A hereto). The LA-RICS Authority, (and/or its member agencies, the LTE Vendor and/or LMR Vendor, the First Net Parties and/or other agents): (a) shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS Authority's LTE and 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 LTE and 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 for ingress to and egress from the applicable LA-RICS Site 24 hours per day, 7 days per week without notice. Each LA-RICS 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").

8. Except as otherwise expressly provided herein, the Agreement remains in full force and effect. In the event of any conflict between the terms of this Amendment No. 1 and the Agreement, this Amendment No. 1 shall control.

9. This Amendment No. 1 may be executed in one or more original, PDF or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the LA-RICS AUTHORITY and the City have executed this Amendment No. 1 to the Agreement or caused it to be duly executed on the day, month and year first above written.

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

CITY OF LONG BEACH

A California Joint Powers Authority

By: _____

By: _____

Print Name: _____

Its: _____

APPROVED AS TO FORM:

ATTEST:

MARY C. WICKHAM
COUNTY COUNSEL

By: _____
Deputy

By: _____

EXHIBIT A SITE DESCRIPTION



**City of Signal Hill Telecommunications Site
2321 Stanley Avenue
Signal Hill, CA 90755**

Site ID	Facility Name	Owner	Address Line	City	State	Zip Code	Supervisory District
SGH	Signal Hill	<u>Parcel:</u> GTE California (Verizon) <u>Tower:</u> City of Long Beach	33° 47' 58.11"N, 118° 09' 46.54"W	Signal Hill	CA	91755	4

EXHIBIT B

EQUIPMENT LIST

City of Signal Hill Telecommunications Site

- Land Mobile Radio Antennas (LMR) – 4 each = UHF and 700 MHz bands.
- Microwave Dishes – 2 each, 6/ 11 GHz.
- Antenna System hardware, LMR/ Microwave.
- Transmission and coax lines.
- 80 kW Generator/ Fuel Tank – dimensions 16 ft. x 20 ft.
- Prefabricated Equipment Shelter - dimensions 10 ft. x 17 ft.
 - 9 each LMR/ DC Power Radio Racks installed in Shelter.
 - 4 GPS antennas located on the Shelter.

Note: All equipment listed on this "Exhibit B" shall be installed at the locations specified in the final drawings titled "LMR-SGH", including all revisions approved by Owner.

EXHIBIT C

SITE PLAN

City of Signal Hill Telecommunications Site

The County and Master Licensor approved Construction Document set will be incorporated by reference as part of the fully executed Site Access Agreement.



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

January 12, 2017

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

Dear Directors:

APPROVE AMENDMENT NO. 24 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM – LAND MOBILE RADIO SYSTEM

SUBJECT

Board approval is requested to execute Amendment No. 24 to revise Agreement No. LA-RICS 007 (Agreement) to contemplate the reconciliation of six (6) Land Mobile Radio (LMR) System Sites to reflect the updated LMR System Design; this action results in an increase to the Maximum Contract Sum by \$2,379,232. Amendment No. 24 will be substantially similar in form to the enclosed.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Make the following findings:
 - a. Find that (a) approval of the changes necessary to reflect the reconciliation of two (2) LMR System Sites (Agoura Hills (AGH) and Verdugo Peak (VPK)) to align with the updated LMR System Design are within the scope of the impacts analyzed in the Final Environmental Impact Report (EIR) for the Los Angeles Regional Interoperable Communications System (LA-RICS) LMR System previously certified under the California Environmental Quality Act (CEQA) on March 29, 2016; and (b) there are no changes to the project at these sites or to the circumstances under which the project is undertaken that require further review under CEQA.

AGENDA ITEM G

- b. Find that (a) approval of the changes necessary to reflect the reconciliation of four (4) LMR System Sites (Bald Mountain (BMT), Cerro Negro (CRN), Monte Vista (MVS), and Oat Mountain Nike (ONK)) to align with the updated LMR System Design is within the scope of the activities previously authorized at these four (4) sites which your Board previously found statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System project.
2. Approve Amendment No. 24 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect the reconciliation of six (6) LMR System Sites to align with the updated LMR System Design for a cost increase in the amount of \$2,379,232.
3. Authorize an increase to the Maximum Contract Sum by \$2,379,232, when taking the cost increase into consideration from \$286,466,082 to \$288,845,314.
4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 24.
5. Delegate authority to the Interim Executive Director to execute Amendment No. 24, in substantially similar form, to the enclosed Amendment (Enclosure).

BACKGROUND

The Authority continues to work closely with Motorola on the reconciliation of sites to align with the LMR System redesign. As this is an iterative process, the ongoing design work has resulted in the need to reconcile certain Work, equipment, and corresponding costs for certain LMR System Sites to reflect the updated design. This Amendment No. 24 reflects the most recent set of sites that have been reconciled.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the recommended actions are within the scope of the Environmental Impact Report previously certified by the Board for the LA-RICS for the LMR system and authorize the inclusion of the reconciliation of six (6) LMR System Sites to align with the updated LMR System Design; and (b) all actions increasing the Maximum Contract Sum by \$2,379,232.

As a result of the membership opt outs and redesign efforts to date, it is necessary to reconcile the Work and equipment at six (6) LMR System Sites, contemplated in the table below, to reflect the updated LMR System Design. Such reconciliations include, but are not limited to, changes in the type of antenna support structure, shelter,

generator, battery, etc. Further, the redesign has necessitated changes in the equipment counts and configuration (e.g. antennas, bay stations, equipment racks, and other auxiliary communications equipment) at particular sites to align with the new design.

RECONCILIATION OF LMR SYSTEM SITES – AMENDMENT 24		
Item No.	Site ID	Site Description
1.	AGH	Agoura Hills
2.	BMT	Bald Mountain
3.	CRN	Cerro Negro
4.	MVS	Monte Vista
5.	ONK	Oat Mountain Nike
6.	VPK	Verdugo Peak County

FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 24 will increase the Maximum Contract Sum by \$2,379,232 from \$286,466,082 to \$288,845,314, when taking the cost increase into consideration, and shall be fully reimbursed by the Urban Areas Security Initiative (UASI) grant.

ENVIRONMENTAL DOCUMENTATION

The environmental impacts of the project at the two (2) LMR System Sites (AGH and VPK) contemplated for reconciliation were evaluated in the EIR prepared by the LA-RICS Authority for the LMR System. On March 29, 2016, your Board certified the Final EIR for the LMR System in compliance with CEQA, made findings with respect to the environmental impacts of the project, and adopted the Mitigation Monitoring Program (MMP) as a condition of approval for the project. The currently recommended actions related to these two (2) LMR System Sites are within the scope of the impacts analyzed in the previously certified Final EIR and the Board's previous environmental findings, and adoption of the MMP are applicable to the current recommendations. There have been no changes to the impact analyzed or to the circumstances under which the project is undertaken for these two (2) LMR System Sites that would require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects pursuant to Public Resources Code section 21166 or CEQA Guidelines sections 15162 and 15163. The previously adopted MMP will continue to apply.

As the CEQA lead agency, the Authority previously determined on November 3, 2014, (BMT, MVS, and ONK) and December 17, 2015, (CRN) that design, construction, implementation, operation, and maintenance of LMR System infrastructure at four (4) LMR System Sites (BMT, CRN, MVS, and ONK) are exempt from review under CEQA

pursuant to Public Resources Code Section 21080.25, the statutory CEQA exemption adopted specifically for the LA-RICS, which exempts these activities as long as they meet certain criteria set forth in the exemption. Approval of reconciliation to align with the updated LMR System Design at these four (4) LMR System Sites are within the scope of the previously authorized activities, and the determination that these activities are exempt from CEQA remains unchanged. This determination is supported by substantial evidence in the custody of the Authority, which is incorporated in relevant part into the record of proceedings for this Amendment No. 24.

Following the Board's March 29, 2016, approval of the LMR System Project, the Authority filed a Notice of Determination (NOD) with the County Clerk for the sites pursuant to Section 21152(a) of the California Public Resources Code and Section 15094 of the State CEQA Guidelines. Upon the Board's approval of the recommended actions for the contract amendment the Authority will file a Notice of Determination for the two (2) LMR System Sites (AGH and VPK) with the County Clerk pursuant to Section 21152(a) of the California Public Resources Code and Section 15094 of the State CEQA Guidelines, and will file a Notice of Exemption (NOE) for four (4) LMR System Sites (BMT, CRN, MVS, and ONK) with the County Clerk pursuant to Section 21152(a) of the California Public Resources Code and Section 15094 of the State CEQA Guidelines.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

CONCLUSION

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

Respectfully submitted,



JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

JA:pl

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Enclosure

c: Counsel to the Authority

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

Recitals

This Amendment Number Twenty-Four (together with all exhibits, attachments, and schedules hereto, "Amendment No. 24") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of January _____, 2017, based on the following recitals:

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

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

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

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

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

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

The Agreement has been previously amended by Amendment Number Six, effective as of April 17, 2014, to, among other things, upgrade to the Los Angeles Police

Department's Valley Dispatch Center's ("LAPDVDC") Uninterruptible Power Supply ("UPS") to accommodate the installation and deployment of Core 2 at this facility, increasing the Maximum Contract Sum from \$282,829,472 to \$282,897,618.

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

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

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

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

The Agreement has been previously amended by Amendment No. Eleven, effective April 28, 2015, to (a) make the necessary changes to reflect Phase 1 (System Design) Description Work for two (2) potential replacement sites; (b) make changes necessary to reflect an existing credit from Amendment No. 3 in the amount of \$547,158

in Phase 3 (Supply LMR System Components) for one (1) LMR System Site, (c) make changes necessary to add project management costs that were inadvertently omitted in Amendment No. 10 in the amount of \$64,282 in Phase 4 (LMR System Implementation) for one (1) LMR System Site, and (d) make other certain changes as reflected in Amendment No. 11, all of which reduced the Maximum Contract Sum by \$459,529, from \$292,846,813 to \$292,387,284.

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

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

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

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

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

of \$635,537; (c) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) for seventeen (17) LMR System Sites; (d) include Phase 1 (System Design) Project Description Work only for one (1) potential replacement site (LACF134) for a cost increase in the amount of \$11,674; (e) account for a comprehensive redesign of the LMR System and all associated Work for a cost increase in the amount of \$1,054,440; (f) reflect the removal, relocation, and deployment of the LMR System Core 2 equipment from Los Angeles Police Department Valley Dispatch Center (LAPDVDC) to Palmdale Sheriff Station (PLM) and necessary Work associated with this relocation and for a cost increase in the amount of \$499,912; increasing the Maximum Contract Sum by \$1,069,189 ($\$635,537 + \$11,674 + \$1,054,440 + \$499,912 - \$1,132,374$ when taking the above cost increases and decreases into consideration) from \$293,767,685 to \$294,836,874.

The Agreement has been previously amended in Amendment No. Seventeen, effective April 25, 2016, as follows:

- (a) Make changes necessary to reflect the removal of thirty-four (34) LMR System Sites from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same for a cost reduction in the amount of \$45,143,083.
- (b) Make the changes necessary to reflect the inclusion of nineteen (19) LMR System Sites into the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same for a cost increase in the amount of \$23,677,589.
- (c) Re-baselining of the project management overhead expenses, attributable in the Agreement to each phase of the work that contemplates project management fees, to more accurately reflect the current project scope, and to establish a formula to more accurately price the net impact on project management overhead expenses of any subsequent addition or removal of sites. The re-baseline removes costs on a per site basis to a new per phase deliverable as contemplated in Amendment No. 17 in the amount of \$8,207,108. This re-baselining does however result in a net cost reduction in the amount of \$572,826 which is contemplated in the re-baseline.
- (d) Reconcile equipment necessary for certain LMR System Sites as well as the logging recorder as a result of redesign for a cost increase in the amount of \$3,171,159.
- (e) Exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation)

respectively, for those LMR System Sites contained in the LMR System reflecting the reconciliation of sites contemplated in Amendment No. 17.

- (e) Decreasing the Maximum Contract Sum by \$10,087,227 ($-\$45,143,083 + \$23,677,589 + \$8,207,108 + \$3,171,159$) when taking the above cost increases and decreases into consideration) from \$294,836,874 to \$284,749,647.
- (f) Make other certain changes as set forth in Amendment No. 17.

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

The Agreement has been previously amended in Amendment No. Nineteen, effective May 5, 2016, to make changes necessary to (a) reflect the removal of one (1) LMR System Site from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) for a cost reduction in the amount of \$1,192,712, which includes a reduction in the amount of \$20,322 for project management costs for this site; (b) reconcile equipment necessary for certain LMR System Sites as a result of redesign for a cost increase in the amount of \$1,197,256; increasing the Maximum Contract Sum by \$4,544 ($\$1,197,256 - \$1,192,712$), when taking the cost increases and decreases into consideration, from \$284,872,479 to \$284,877,023; and (c) make other certain changes as set forth in Amendment No. 19.

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

The Agreement has been previously amended in Amendment No. Twenty-One, effective October 27, 2016, to make changes necessary to reflect (a) the replacement of one (1) LMR System Site Johnstone Peak (JPK) with site Johnstone Peak 2 (JPK2) by (1) removing site JPK from the scope of Phase 1 (System Design), Phase 2 (Site

Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same; and (2) include the JPK2 site into the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same, with the equivalent scope and cost for all Phases as JPK resulting in a cost neutral replacement; (b) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) only for the replacement site Johnstone Peak 2; (c) reconcile ten (10) LMR System Sites to reflect the updated LMR System Design for a cost increase in the amount of \$804,944; (d) remove five (5) Project Descriptions from the scope of Phase 1 Work for a cost decrease in the amount of \$58,370; (e) make changes necessary to reflect an administrative revisions for a cost decrease in the amount of \$32,001; (f) increasing the Maximum Contract Sum by \$714,573 (\$804,944 - \$58,370 - \$32,001) from \$285,235,817 to \$285,950,390, when taking the cost increases and decreases into consideration; and (g) make other certain changes as set forth in Amendment No. 21.

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

The Agreement has been previously amended in Amendment No. Twenty-Three, effective December 21, 2016, to make changes necessary to (a) include four (4) LMR System Sites and all Work and equipment associated with these sites into Phase 1 (System Design) to be contemplated in the LMR System for a cost increase in the amount of \$36,068; (b) exercise the respective Unilateral Options all Phase 1 (System Design) Work pertaining to the four (4) LMR System Sites; (c) purchase certain Radio Equipment to be used with Authority's User Equipment for a cost increase in the amount of \$948; (d) increase the Maximum Contract Sum by \$39,016 from \$286,427,066 to \$286,466,082, when taking the cost increases into consideration; and (d) make other certain changes as set forth in this Amendment No. 24.

The Authority and Contractor desire to further amend the Agreement to make changes necessary to reflect (a) the reconciliation of six (6) LMR System Sites to align with the updated LMR System Design for a cost increase in the amount of \$2,379,232; (b) increase the Maximum Contract Sum by \$2,379,232 from \$286,466,082 to \$288,845,314, when taking the cost increase into consideration; and (c) make other certain changes as set forth in this Amendment No. 24.

This Amendment No. 24 is authorized under Section 2 (Changes to Agreement) of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 24, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Contractor hereby agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Base Document. Unless otherwise noted, section references in this Amendment No. 24 refer to sections of the Base Document, as amended by this Amendment No. 24.
2. LMR System Site Reconciliation. The parties agree and acknowledge to reconcile six (6) LMR System Sites and all corresponding Work and Components to reflect the updated LMR System Design for these sites. The costs associated with these six (6) LMR System Sites are included in the relevant portions of Exhibit C (Schedule of Payments). Additionally, pursuant to Section 4.5 of this Amendment No. 24, the detailed costs associated with this reconciliation are contained in Exhibit C.13.1 (LMR System Detailed Cost Summary).

RECONCILIATION OF LMR SYSTEM SITES – AMENDMENT 24		
Item No.	Site ID	Site Description
2.1	AGH	Agoura Hills
2.2	BMT	Bald Mountain
2.3	CRN	Cerro Negro
2.4	MVS	Monte Vista
2.5	ONK	Oat Mountain Nike
2.6	VPK	Verdugo Peak County

3. Amendments to the Base Document.
 - 3.1 Section 8.1.1 of the Base Document is deleted in its entirety and replaced with the following:
 - 8.1.1. The "Maximum Contract Sum" under this Agreement is Two Hundred Eighty-Eight Million, Eight Hundred Forty-Five Thousand, Three Hundred Fourteen Dollars (\$288,845,314), which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).
 - 3.2 Section 24.4.1 of the Base Document is deleted in its entirety and replaced with the following:
 - 24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct

damages no greater than Two Hundred Seventy-Nine Million, Seventy-Three Thousand, Nine Hundred Dollars (\$279,073,900). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

4. Amendments to Agreement Exhibits.

- 4.1 Exhibit C.1 (LMR System Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (LMR System Payment Summary) to Exhibit C (Schedule of Payments) attached to this Amendment No. 24, which is incorporated by this reference.
- 4.2 Exhibit C.3 (Phase 2 – Site Construction and Site Modification) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.3 (Phase 2 – Site Construction and Site Modification) to Exhibit C (Schedule of Payments) attached to this Amendment No. 24, which is incorporated by this reference.
- 4.3 Exhibit C.4 (Phase 3 – Supply LMR System Components) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.4 (Phase 3 – Supply LMR System Components) to Exhibit C (Schedule of Payments) attached to this Amendment No. 24, which is incorporated by this reference.
- 4.4 Exhibit C.5 (Phase 4 – LMR System Implementation) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.5 (Phase 4 – LMR System Implementation) to Exhibit C (Schedule of Payments) attached to this Amendment No. 24, which is incorporated by this reference.
- 4.5 Exhibit C.13.1 (LMR System Detailed Cost Summary), dated October 2016, is deleted in its entirety and replaced with Exhibit C.13.1 (LMR System Detailed Cost Summary), dated January 2017, and shall be added to Exhibit C.13 (Contractor's Response to Appendix H (Pricing Requirements) to RFP No. LA-RICS 007) to Exhibit C (Schedule of Payments), which is incorporated herein by this reference.

5. This Amendment No. 24 shall become effective as of the date identified in the recitals, which is the date upon which:

- 5.1 An authorized agent of Contractor has executed this Amendment No. 24;
- 5.2 Los Angeles County Counsel has approved this Amendment No. 24 as to form;

- 5.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 24; and
- 5.4 The Executive Director of the Authority has executed this Amendment No. 24.
6. Except as expressly provided in this Amendment No. 24, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
7. Contractor and the person executing this Amendment No. 24 on behalf of Contractor represent and warrant that the person executing this Amendment No. 24 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 24, and that all requirements of Contractor to provide such actual authority have been fulfilled.
8. This Amendment No. 24 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

* * *

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 24 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

MOTOROLA SOLUTIONS, INC.

By: _____

John Radeleff
Interim Executive Director

By: _____

Norm Folger
Motorola Project Director

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

MARY C. WICKHAM
County Counsel

By: _____

Truc L. Moore
Principal Deputy County Counsel

EXHIBIT C.1 - SCHEDULE OF PAYMENTS LMR SYSTEM PAYMENT SUMMARY					
Summary	Unilateral Option Sum	Used Credits (Note 2)	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Minus 10% Holdback Amount
Phase 1 ^(Note 1)	\$ -	\$ 9,517	\$ 43,491,414	\$ 3,126,924	\$ 40,364,490
Phase 2	\$ -	\$ 337,720	\$ 38,884,124	\$ 3,779,022	\$ 35,105,102
Phase 3	\$ -	\$ 212,620	\$ 47,816,132	\$ 3,602,668	\$ 44,213,464
Phase 4	\$ -	\$ -	\$ 27,844,355	\$ 2,721,064	\$ 25,123,291
SUBTOTAL (Phases 1 to 4):	\$ -	\$ 256,333	\$ 158,036,025	\$ 13,229,678	\$ 144,806,346
Phase 5 (15 Years)	\$ 55,898,518	\$ -	\$ -	\$ -	\$ 55,898,518
TOTAL (Phases 1 to 5):	\$ 55,898,518	\$ 256,333	\$ 158,036,025	\$ 13,229,678	\$ 200,704,865
Bounded Area Coverage Additive Alternate ^(Note 1)	\$ 19,109,375	\$ -	\$ -	\$ 1,910,937	\$ 17,198,437
Mandatory Building Coverage Additive Alternate	\$ 29,828,448	\$ -	\$ -	\$ 2,982,845	\$ 26,845,603
Metrorail Coverage Additive Alternate	\$ 4,792,260	\$ -	\$ -	\$ 479,226	\$ 4,313,034
LMR System Maintenance for Additive Alternates	\$ 19,620,355	\$ -	\$ -	\$ 1,962,036	\$ 17,658,320
Source Code Software Escrow	\$ 1,304,000	\$ -	\$ -	\$ 130,400	\$ 1,173,600
SUBTOTAL	\$ 130,552,956	\$ 256,333	\$ 158,036,025	\$ 20,695,122	\$ 267,893,859
TOTAL CONTRACT SUM:	\$158,036,025				
MAXIMUM CONTRACT SUM (Total Unilateral Option Sum plus Total Contract Sum):	\$288,845,314				
<p>Note 1: The cost for the Project Descriptions for the Bounded Area Coverage <u>only</u> are reflected in Exhibit C.2 (Phase 1 - System Design) as amended and restated in Amendment No. 2., and included (\$173, 110) in Phase 1 Contract Sum - Full Payable Amount. The balance of the remaining Unilateral Option Sum for Bounded Area Coverage Additive Alternate Work is reflected in Exhibit C.7 (Bounded Area Coverage Additive Alternate).</p>					
<p>Note 2: Credits for Phases 1 through 4 were realized for the removal of 1 LMR System Site in the amount of \$646,001. However, the cost for preparing Project Descriptions for 26 potential replacement sites in the amount of \$303,524 was taken from the Credits. The remaining Credit balance of \$342,477 is reserved for use for a future replacement site.</p>					

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

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable <small>(Refer to Site Development Matrix in Exhibit B for further details on the capacity and sizes of site components)</small>	Phase 2 Total						
			Qty.	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Incuding Project Management	Credits <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 2 <small>(Note 1,3)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.2.2		Site Construction							
B.2.2	BAH	Baldwin Hills		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	BJM	Black Jack Peak		\$ -	\$ -	\$ -	\$ 1,146,012	\$ 114,601	\$ 1,031,411
B.2.2	BMT	Bald Mountain		\$ -	\$ -	\$ -	\$ 453,781	\$ 45,378	\$ 408,403
B.2.2	BRK	Blue Roek		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	BUR	Burnt Peak		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	BVG	Beverly Glen		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	CCB	Compton Court Building		\$ -	\$ -	\$ -	\$ 451,517	\$ 45,152	\$ 406,365
B.2.2	CEP	Century Plaza		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	CLM	Claremont		\$ -	\$ -	\$ -	\$ 171,831	\$ 17,183	\$ 154,648
B.2.2	CPK	Castro Peak		\$ -	\$ -	\$ -	\$ 641,071	\$ 64,107	\$ 576,964
B.2.2	DPK	Dakin Peak		\$ -	\$ -	\$ -	\$ 620,065	\$ 62,006	\$ 558,058
B.2.2	ELSGDPD	El Segundo PD		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	ENC1	Encinal Fire Camp		\$ -	\$ -	\$ -	\$ 469,641	\$ 46,964	\$ 422,677
B.2.2	GRM	Green Mountain		\$ -	\$ -	\$ -	\$ 625,114	\$ 62,511	\$ 562,603
B.2.2	HPK	Hauser Peak		\$ -	\$ -	\$ -	\$ 599,484	\$ 59,948	\$ 539,536
B.2.2	JPK	Johnstone Peak		\$ -	\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.2.2	LACF028	FS 28		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF056	FS 56		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF071	FS 71		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF072	FS 72		\$ -	\$ -	\$ -	\$ 524,184	\$ 52,418	\$ 471,766
B.2.2	LACF077	FS 77		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF084	LACF84		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF091	FS 91		\$ -	\$ -	\$ -	\$ 358,453	\$ 35,845	\$ 322,608
B.2.2	LACF099	FS99		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF119	FS 119		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF144	FS 144		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF149	FS 149		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF157	FS 157		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF196	FS 169		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACFCP09	LACFCP09		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACFDEL	Del Valle Training		\$ -	\$ -	\$ -	\$ 441,981	\$ 44,198	\$ 397,783
B.2.2	LAH	LA City Hall		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LBR	Lower Blue Ridge		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LDWP243	DWP Sylmar Water Ladder		\$ -	\$ -	\$ -	\$ 213,691	\$ 21,369	\$ 192,322
B.2.2	MAM	Magie Mountain		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MIDI	Mount Disappointment		\$ -	\$ -	\$ -	\$ 660,485	\$ 66,048	\$ 594,436
B.2.2	MLE	Mount Lee		\$ -	\$ -	\$ -	\$ 499,969	\$ 49,997	\$ 449,972
B.2.2	MLM	Mira Loma Facility		\$ -	\$ -	\$ -	\$ 574,787	\$ 57,479	\$ 517,308
B.2.2	MMC	Mount McDill		\$ -	\$ -	\$ -	\$ 735,075	\$ 73,507	\$ 661,567
B.2.2	MFL	Mount Lukens		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MTT	Mt Thom		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MTW	Mount Washington		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MVS	Monte Vista (Star Center)		\$ -	\$ -	\$ -	\$ 312,077	\$ 31,208	\$ 280,870
B.2.2	OAT	Oat Mountain OAT		\$ -	\$ -	\$ -	\$ 507,627	\$ 50,763	\$ 456,864
B.2.2	OMC	Oat Mountain OMC		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	ONK	Oat Mountain Nike		\$ -	\$ -	\$ -	\$ 544,369	\$ 54,437	\$ 489,932
B.2.2	PHN	Puente Hills		\$ -	\$ -	\$ -	\$ 205,959	\$ 20,596	\$ 185,363
B.2.2	PRG	Portal Ridge		\$ -	\$ -	\$ -	\$ 549,474	\$ 54,947	\$ 494,526
B.2.2	PSH	Pomona 1620 Hillcrest		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	RDNBPD	Redondo Beach PD		\$ -	\$ -	\$ 337,720	\$ -	\$ -	\$ -
B.2.2	RHT	Rolling Hills Transmit		\$ -	\$ -	\$ -	\$ 436,288	\$ 43,629	\$ 392,659
B.2.2	RIH	Rio Hondo		\$ -	\$ -	\$ -	\$ 755,872	\$ 75,587	\$ 680,285
B.2.2	RPVE001	Rancho Palos Verde City Hall		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SAG	San Augustine		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SDW	San Dimas		\$ -	\$ -	\$ -	\$ 679,371	\$ 67,937	\$ 611,434
B.2.2	SGH	Signal Hill		\$ -	\$ -	\$ -	\$ 350,623	\$ 35,062	\$ 315,561
B.2.2	SPC	San Pedro Hill		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SPN	Saddle Peak		\$ -	\$ -	\$ -	\$ 438,967	\$ 43,897	\$ 395,071
B.2.2	SUN	Sunset Ridge		\$ -	\$ -	\$ -	\$ 433,020	\$ 43,302	\$ 389,718
B.2.2	SVP	San Vicente Peak		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SWP	Southwest Area Station		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable <small>(Refer to Site Development Matrix in Exhibit B for further details on the capacity and sizes of site components)</small>	Phase 2 Total							
			Qty.	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Incuding Project Management	Credits <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 2 <small>(Note 1,3)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback	
B.2.2	TOP	Topanga Peak		\$ -	\$ -	\$ -	\$ 559,263	\$ 55,926	\$ 503,337	
B.2.2	TPK	Tejon Peak		\$ -	\$ -	\$ -	\$ 590,720	\$ 59,072	\$ 531,648	
B.2.2	TWR	Tower Peak		\$ -	\$ -	\$ -	\$ 623,539	\$ 62,354	\$ 561,185	
B.2.2	VPC	Verdugo Peak (city)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
B.2.2	WAD	Walker Drive		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
B.2.2	WMP	Whitaker Middle Peak		\$ -	\$ -	\$ -	\$ 278,512	\$ 27,851	\$ 250,661	
B.2.2	WSI	100 Wilshire		\$ -	\$ -	\$ -	\$ 185,718	\$ 18,572	\$ 167,146	
B.2.2	WTR	Whitaker Ridge		\$ -	\$ -	\$ -	\$ 262,425	\$ 26,243	\$ 236,183	
B.2.2	LAPD077	77TH Street Area Complex		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
B.2.2	LAPDDVN	Devonshire Area station		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
B.2.2	FCCF	L A County Fire Command		\$ -	\$ -	\$ -	\$ 186,715	\$ 18,671	\$ 168,043	
B.2.2	LAPDVDC	Valley Dispatch Center		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subtotal for Site Construction and Modifications Site Detail				\$ -	\$ -	\$ 337,720	\$ 17,087,680	\$ 1,708,768	\$ 15,378,912	
ADDITIONAL SITES (AMENDMENT NO. 10)										
B.2.2		Site Construction								
B.2.2	APC	Airport Courthouse		\$ -	\$ -	\$ -	\$ 152,578	\$ 15,258	\$ 137,320	
B.2.2	BCHCPRK	Beverly Hills' Coldwater Canyon Park		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
B.2.2	LACF136	FS 136		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
B.2.2	LAHE	LA City Hall East		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
B.2.2	OLI	Olinda		\$ -	\$ -	\$ -	\$ 187,439	\$ 18,744	\$ 168,695	
Subtotal for Additional Sites (Amendment No. 10)				\$ -	\$ -	\$ -	\$ 340,017	\$ 34,002	\$ 306,015	
ADDITIONAL SITES (AMENDMENT NO. 17)										
B.2.2		Site Construction								
B.2.2	AGH	Agoura Hills		\$ -	\$ -	\$ -	\$ 532,096	\$ 53,210	\$ 478,886	
B.2.2	BUR1	Burnt Peak 1		\$ -	\$ -	\$ -	\$ 277,959	\$ 27,796	\$ 250,163	
B.2.2	CCT	Criminal Court (Foltz)		\$ -	\$ -	\$ -	\$ 555,734	\$ 55,573	\$ 500,161	
B.2.2	CRN	Cerro Negro		\$ -	\$ -	\$ -	\$ 557,562	\$ 55,756	\$ 501,806	
B.2.2	FRP	Frost Peak (Upper Blue Ridge)		\$ -	\$ -	\$ -	\$ 660,485	\$ 66,049	\$ 594,437	
B.2.2	GMT	Grass Mountain		\$ -	\$ -	\$ -	\$ 2,021,991	\$ 202,199	\$ 1,819,792	
B.2.2	H-17A	H-17 Helipad		\$ -	\$ -	\$ -	\$ 358,453	\$ 35,845	\$ 322,608	
B.2.2	LARICSHQ	LA-RICS Headquarters		\$ -	\$ -	\$ -	\$ 80,264	\$ 8,026	\$ 72,238	
B.2.2	LASDTEM	Los Angeles County Sheriff's Department Temple Station		\$ -	\$ -	\$ -	\$ 297,580	\$ 29,758	\$ 267,822	
B.2.2	LPC	Loop Canyon		\$ -	\$ -	\$ -	\$ 358,453	\$ 35,845	\$ 322,608	
B.2.2	LEPS	Lower Encinal Pump Station		\$ -	\$ -	\$ -	\$ 451,070	\$ 45,107	\$ 405,963	
B.2.2	MIR	Mirador		\$ -	\$ -	\$ -	\$ 407,516	\$ 40,752	\$ 366,764	
B.2.2	MML	Magic Mountain Link		\$ -	\$ -	\$ -	\$ 476,231	\$ 47,623	\$ 428,608	
B.2.2	MTL2	Mount Lukens 2		\$ -	\$ -	\$ -	\$ 346,967	\$ 34,697	\$ 312,270	
B.2.2	PDC	Pacific Design Center		\$ -	\$ -	\$ -	\$ 241,099	\$ 24,110	\$ 216,989	
B.2.2	PLM	Los Angeles County Sheriff's Department Palmdale Station		\$ -	\$ -	\$ -	\$ 187,257	\$ 18,726	\$ 168,531	
B.2.2	PMT	Pine Mountain		\$ -	\$ -	\$ -	\$ 2,027,826	\$ 202,783	\$ 1,825,043	
B.2.2	PWT	Portshhead Tank		\$ -	\$ -	\$ -	\$ 402,033	\$ 40,203	\$ 361,830	
B.2.2	VPK	Verdugo Peak County)		\$ -	\$ -	\$ -	\$ 682,724	\$ 68,272	\$ 614,452	
Subtotal for Additional Sites (Amendment No. 17)				\$ -	\$ -	\$ -	\$ 10,923,300	\$ 1,092,330	\$ 9,830,970	
		Project Management	Included	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Base.22.3.2		Performance Bond	1	\$ -	\$ -	\$ -	\$ 193,803	\$ -	\$ 193,803	
		Materials and Labor Bond	Included	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		Total Lease Costs		\$ -	N/A	\$ -	\$ -	\$ -	\$ -	
Base.22.2.2		Builder's Insurance	1	\$ -	\$ -	\$ -	\$ 372,599	\$ -	\$ 372,599	
Base.22.2.1		Liability Insurance (General and Professional)	1	\$ -	\$ -	\$ -	\$ 527,500	\$ -	\$ 527,500	
B.2.2		Phase 2 Completion Acceptance		\$ -	\$ -	\$ -	\$ 8,963,267	\$ 896,327	\$ 8,066,940	
ADDITIONAL SITE (AMENDMENT NO. 21)										
B.2.2		Site Construction								
B.2.2	JPK2	Johnstone Peak - 2		\$ -	\$ -	\$ -	\$ 475,958	\$ 47,596	\$ 428,362	
Subtotal for Additional Site (Amendment No. 21)				\$ -	\$ -	\$ -	\$ 475,958	\$ 47,596	\$ 428,362	
Total for Phase 2 - Site Construction and Modifications (including Subtotals for Site Detail)					\$ -	\$ -	\$ 337,720	\$ 38,884,124	\$ 3,779,022	\$ 35,105,102

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

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable <small>(Refer to Site Development Matrix in Exhibit B for further details on the capacity and sizes of site components)</small>	Phase 2 Total					
			Qty.	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Incuding Project Management	Credits <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 2 <small>(Note 1,3)</small>	10% Holdback Amount

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

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

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

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

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

Deliverable/ Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable		Equipment Purchase in Phase 1 Credit per Site <i>(Note 1.11,12,13)</i>	DTVRS	ACVRS	LARTCS	NMDN	Microwave	Credits <i>(Note 2)</i>	Total Contract Sum Total Payable Amount for Phase 3 <i>(Note 1, 3, 8)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	BAH	Baldwin Hills	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	BJM	Black Jack Peak	\$ -	\$ (1,192,271)	\$ 917,609	\$ 198,138	\$ 515,961	\$ 80,765	\$ 28,058	\$ -	\$ 548,260	\$ 54,826	\$ 493,434
B.3.2 to B.3.6	BMT	Bald Mountain	\$ -	\$ (525,736)	\$ 482,925	\$ -	\$ 171,631	\$ 45,509	\$ 36,032	\$ -	\$ 736,097	\$ -	\$ 736,097
B.3.2 to B.3.6	BRK	Blue Roek	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	BUR	Burnt Peak	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	BVG	Beverly Glen	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	CCB	Compton Court Building	\$ -	\$ (522,576)	\$ 482,398	\$ 171,692	\$ -	\$ 80,244	\$ 36,176	\$ -	\$ 770,510	\$ -	\$ 770,510
B.3.2 to B.3.6	CEP	Century Plaza	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	CLM	Claremont	\$ -	\$ -	\$ -	\$ 205,482	\$ 79,880	\$ 45,667	\$ 30,252	\$ -	\$ 361,282	\$ 36,128	\$ 325,154
B.3.2 to B.3.6	CPK	Castro Peak	\$ -	\$ (471,732)	\$ 548,134	\$ 318,690	\$ 381,450	\$ 80,765	\$ 51,596	\$ -	\$ 908,903	\$ 90,890	\$ 818,013
B.3.2 to B.3.6	DPK	Dakin Peak	\$ -	\$ (471,732)	\$ 483,521	\$ 198,377	\$ 427,813	\$ 80,964	\$ 39,606	\$ -	\$ 758,549	\$ 75,855	\$ 682,694
B.3.2 to B.3.6	ELSGDDPD	El Segundo PD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	ENC1	Encinal 1 (Fire Camp)	\$ -	\$ -	\$ 241,403	\$ -	\$ 79,904	\$ 45,708	\$ 27,363	\$ -	\$ 394,379	\$ 39,438	\$ 354,941
B.3.2 to B.3.6	GRM	Green Mountain	\$ -	\$ -	\$ 548,134	\$ 231,585	\$ 302,182	\$ 45,708	\$ 64,131	\$ -	\$ 1,191,740	\$ 119,174	\$ 1,072,566
B.3.2 to B.3.6	HPK	Hauser Peak	\$ -	\$ (975,300)	\$ 917,311	\$ 145,772	\$ 296,409	\$ 45,509	\$ 46,753	\$ -	\$ 1,451,754	\$ -	\$ 1,451,754
B.3.2 to B.3.6	JPK	Johnstone Peak	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF028	FS 28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF056	FS 56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF071	FS 71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF072	FS 72	\$ -	\$ -	\$ 546,319	\$ 83,252	\$ 210,233	\$ -	\$ 26,897	\$ -	\$ 866,701	\$ 86,670	\$ 780,031
B.3.2 to B.3.6	LACF077	FS 77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF084	FS 84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF091	FS 91	\$ -	\$ -	\$ 176,055	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 176,055	\$ 17,606	\$ 158,450
B.3.2 to B.3.6	LACF099	FS 99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF119	FS 119	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF144	FS 144	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF149	FS 149	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF157	FS 157	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF196	FS 169	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACFCP09	CP 9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACFDEL	Del Valle Training	\$ -	\$ (501,451)	\$ 372,867	\$ 91,920	\$ 164,574	\$ -	\$ 32,590	\$ -	\$ 160,501	\$ 16,050	\$ 144,450
B.3.2 to B.3.6	LAH	LA City Hall <i>(Note 4)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LBR	Lower Blue Ridge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LDWP243	DWP Sylmar Water Ladder	\$ -	\$ -	\$ 431,751	\$ 74,185	\$ 79,467	\$ -	\$ 27,849	\$ -	\$ 613,252	\$ -	\$ 613,252
B.3.2 to B.3.6	MAM	Magie Mountain	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MDI	Mount Disappointment	\$ -	\$ (1,060,761)	\$ 548,133	\$ 205,519	\$ 426,740	\$ 123,657	\$ 30,685	\$ -	\$ 293,099	\$ 29,310	\$ 263,789
B.3.2 to B.3.6	MLE	Mount Lee	\$ -	\$ (548,133)	\$ 548,133	\$ 262,589	\$ 391,402	\$ 123,657	\$ 29,482	\$ -	\$ 807,129	\$ 80,713	\$ 726,416
B.3.2 to B.3.6	MLM	Mira Loma Facility	\$ -	\$ -	\$ 917,609	\$ 121,774	\$ 39,740	\$ 80,764	\$ 31,324	\$ -	\$ 1,191,212	\$ 119,121	\$ 1,072,091
B.3.2 to B.3.6	MMC	Mount McDill	\$ -	\$ -	\$ 483,224	\$ 146,308	\$ 376,943	\$ 45,189	\$ 60,498	\$ -	\$ 1,112,162	\$ 111,216	\$ 1,000,946
B.3.2 to B.3.6	MTL	Mount Lukens	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MTT	Mount Thom	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MTW	Mount Washington	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MVS	Monte Vista (Star Center)	\$ -	\$ -	\$ 524,294	\$ 95,096	\$ -	\$ 80,245	\$ 30,352	\$ -	\$ 729,986	\$ 72,999	\$ 656,987

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

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable		Equipment Purchase in Phase 1 Credit per Site <small>(Note 1.11,12,13)</small>	DTVRS	ACVRS	LARTCS	NMDN	Microwave	Credits <small>(Note 2)</small>	Total Contract Sum Total Payable Amount for Phase 3 <small>(Note 1, 3, 8)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.3.2 to B.3.6	OAT	Oat Mountain OAT	\$ -	\$ -	\$ 176,493	\$ 162,062	\$ -	\$ -	\$ 80,168	\$ -	\$ 418,724	\$ 41,872	\$ 376,852
B.3.2 to B.3.6	OMC	Oat Mountain OMC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	ONK	Oat Mountain Nike	\$ -	\$ -	\$ 432,751	\$ 146,308	\$ 376,943	\$ 80,245	\$ 27,470	\$ -	\$ 1,063,717	\$ 106,372	\$ 957,345
B.3.2 to B.3.6	PHN	Puente Hills	\$ -	\$ (564,196)	\$ 524,774	\$ 365,910	\$ 297,006	\$ 80,565	\$ 32,899	\$ -	\$ 1,301,154	\$ -	\$ 1,301,154
B.3.2 to B.3.6	PRG	Portal Ridge	\$ -	\$ (497,000)	\$ 483,223	\$ 92,357	\$ 132,679	\$ 45,708	\$ 54,116	\$ -	\$ 327,945	\$ 32,795	\$ 295,151
B.3.2 to B.3.6	PSH	Pomona 1620 Hillcrest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	RDNBPD	Redondo Beach PD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 212,620	\$ -	\$ -	\$ -
B.3.2 to B.3.6	RHT	Rolling Hills Transmit	\$ -	\$ (943,771)	\$ 917,609	\$ 237,432	\$ -	\$ 123,657	\$ 28,417	\$ -	\$ 395,364	\$ 39,536	\$ 355,828
B.3.2 to B.3.6	RIH	Rio Hondo	\$ -	\$ -	\$ 969,351	\$ 365,666	\$ 79,785	\$ 80,566	\$ 32,596	\$ -	\$ 1,527,962	\$ 152,796	\$ 1,375,166
B.3.2 to B.3.6	RPVE001	Rancho Palos Verde City Hall	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	SAG	San Augustine	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	SDW	San Dimas	\$ -	\$ -	\$ 525,073	\$ 232,167	\$ -	\$ 80,765	\$ 45,368	\$ -	\$ 883,373	\$ 88,337	\$ 795,036
B.3.2 to B.3.6	SGH	Signal Hill ^(Note 9)	\$ -	\$ -	\$ 483,224	\$ -	\$ -	\$ -	\$ 42,926	\$ -	\$ 526,150	\$ 52,615	\$ 473,535
B.3.2 to B.3.6	SPC	San Pedro Hill	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	SPN	Saddle Peak ^(Note 9)	\$ -	\$ -	\$ 548,134	\$ -	\$ 296,341	\$ 45,189	\$ 30,636	\$ -	\$ 920,299	\$ 92,030	\$ 828,270
B.3.2 to B.3.6	SUN	Sunset Ridge	\$ -	\$ (497,000)	\$ -	\$ 205,228	\$ 428,999	\$ 123,333	\$ 35,984	\$ -	\$ 296,544	\$ 29,654	\$ 266,889
B.3.2 to B.3.6	SVP	San Vicente Peak	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	SWP	Southwest Area Station	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	TOP	Topanga Peak ^(Note 9)	\$ -	\$ -	\$ 1,002,900	\$ 231,585	\$ 79,904	\$ 45,708	\$ 39,457	\$ -	\$ 1,399,555	\$ 139,956	\$ 1,259,600
B.3.2 to B.3.6	TPK	Tejon Peak	\$ -	\$ -	\$ 483,224	\$ 144,298	\$ 211,208	\$ 45,708	\$ 43,043	\$ -	\$ 927,481	\$ 92,748	\$ 834,733
B.3.2 to B.3.6	TWR	Tower Peak	\$ -	\$ (744,699)	\$ 482,444	\$ 197,515	\$ 423,935	\$ 45,189	\$ 37,676	\$ -	\$ 442,061	\$ 44,206	\$ 397,854
B.3.2 to B.3.6	VPC	Verdugo Peak (city)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	WAD	Walker Drive	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	WMP	Whittaker Middle Peak	\$ -	\$ (496,165)	\$ 482,412	\$ 92,033	\$ 423,818	\$ 45,167	\$ 38,076	\$ -	\$ 221,741	\$ 22,174	\$ 199,567
B.3.2 to B.3.6	WS1	100 Wilshire	\$ -	\$ -	\$ -	\$ 197,561	\$ -	\$ -	\$ 75,330	\$ -	\$ 272,892	\$ 27,289	\$ 245,602
B.3.2 to B.3.6	WTR	Whittaker Ridge	\$ -	\$ (496,165)	\$ 482,412	\$ 205,032	\$ 79,580	\$ 80,224	\$ 42,956	\$ -	\$ 394,038	\$ 39,404	\$ 354,634
B.3.2 to B.3.6	LAPD077	77TH Street Area Complex	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LAPDDVN	Devonshire Area station	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	FCCF	L.A. County Fire Command	\$ -	\$ -	\$ 548,134	\$ 334,775	\$ 136,826	\$ -	\$ 109,185	\$ -	\$ 1,128,920	\$ -	\$ 1,128,920
B.3.2 to B.3.6	LAPDVDC	Valley Dispatch Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6		FCCF_Core	\$ -	\$ -	\$ 404,329	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 404,329	\$ -	\$ 404,329
B.3.2 to B.3.6		LAPDVDC_Core	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,568	\$ -	\$ 41,568	\$ 4,157	\$ 37,412
Site Equipment Subtotal			\$ -	\$ (10,508,688)	\$ 18,116,308	\$ 5,760,308	\$ 6,911,355	\$ 1,926,372	\$ 1,467,517	\$ 212,620	\$ 25,965,387	\$ 1,955,937	\$ 24,009,450
ADDITIONAL SITES (AMENDMENT NO. 10)													
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	APC	Airport Courthouse	\$ -	\$ -	\$ 177,033	\$ -	\$ -	\$ -	\$ 36,176	\$ -	\$ 213,209	\$ -	\$ 213,209
B.3.2 to B.3.6	BCHCPRK	Beverly Hills Coldwater Canyon Park	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACF136	FS-136	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LAHE	L.A. City Hall East ^(Note 4)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	OLI	Olinda	\$ -	\$ -	\$ 248,275	\$ 164,079	\$ -	\$ -	\$ 31,324	\$ -	\$ 443,678	\$ 44,368	\$ 399,310
Subtotal for Additional Sites (Amendment No. 10)			\$ -	\$ -	\$ 425,308	\$ 164,079	\$ -	\$ -	\$ 67,500	\$ -	\$ 656,887	\$ 44,368	\$ 612,519
ADDITIONAL SITES (AMENDMENT NO. 17)													
B.3.2 to B.3.6		Equipment Delivery											

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

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable		Equipment Purchase in Phase 1 Credit per Site <small>(Note 1.11,12,13)</small>	DTVRS	ACVRS	LARTCS	NMDN	Microwave	Credits <small>(Note 2)</small>	Total Contract Sum Total Payable Amount for Phase 3 <small>(Note 1, 3, 8)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.3.2 to B.3.6	AGH	Agoura Hills	\$ -	\$ -	\$ 546,316	\$ 232,589	\$ 88,027	\$ -	\$ 49,600	\$ -	\$ 916,532	\$ 91,653	\$ 824,879
B.3.2 to B.3.6	BUR1	Burnt Peak 1	\$ -	\$ (563,761)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 206,787	\$ 20,679	\$ 186,108
B.3.2 to B.3.6	CCT	Criminal Court (Foltz)	\$ -	\$ -	\$ 547,631	\$ 101,375	\$ -	\$ -	\$ 49,600	\$ -	\$ 698,606	\$ -	\$ 698,606
B.3.2 to B.3.6	CRN	Cerro Negro	\$ -	\$ -	\$ 700,610	\$ 359,241	\$ -	\$ 80,245	\$ 49,600	\$ -	\$ 1,189,696	\$ 118,970	\$ 1,070,726
B.3.2 to B.3.6	FRP	Frost Peak (Upper Blue Ridge)	\$ -	\$ (547,158)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 330,312	\$ 33,031	\$ 297,281
B.3.2 to B.3.6	GMT	Grass Mountain	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 483,223	\$ 48,322	\$ 434,901
B.3.2 to B.3.6	H-17A	H-17 Helipad	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 215,658	\$ 21,566	\$ 194,092
B.3.2 to B.3.6	LARICSHQ	LA-RICS Headquarters	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,648	\$ 6,265	\$ 56,383
B.3.2 to B.3.6	LASDTEM	Temple Station	\$ -	\$ -	\$ 218,743	\$ -	\$ -	\$ -	\$ 43,430	\$ -	\$ 262,173	\$ -	\$ 262,173
B.3.2 to B.3.6	LPC	Loop Canyon	\$ -	\$ (181,525)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,747	\$ 9,575	\$ 86,172
B.3.2 to B.3.6	LEPS	Lower Encinal Pump Station	\$ -	\$ (482,444)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 341,105	\$ 34,110	\$ 306,994
B.3.2 to B.3.6	MIR	Mirador	\$ -	\$ (501,451)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 360,762	\$ 36,076	\$ 324,685
B.3.2 to B.3.6	MML	Magic Mountain Link	\$ -	\$ (547,298)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 278,315	\$ 27,832	\$ 250,484
B.3.2 to B.3.6	MTL2	Mount Lukens 2	\$ -	\$ (943,771)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 538,645	\$ 53,865	\$ 484,781
B.3.2 to B.3.6	PDC	Pacific Design Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 742,588	\$ 74,259	\$ 668,329
B.3.2 to B.3.6	PLM	Palmdale Station	\$ -	\$ -	\$ 1,512,367	\$ -	\$ -	\$ -	\$ 39,134	\$ -	\$ 1,551,502	\$ -	\$ 1,551,502
B.3.2 to B.3.6	PMT	Pine Mountain	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 483,223	\$ 48,322	\$ 434,901
B.3.2 to B.3.6	PWT	Portthead Tank	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 314,877	\$ 31,488	\$ 283,389
B.3.2 to B.3.6	VPK	Verdugo Peak County ^(Note 9)	\$ -	\$ (522,426)	\$ 546,316	\$ 232,589	\$ 163,600	\$ 80,565	\$ 49,600	\$ -	\$ 1,072,670	\$ 107,267	\$ 965,403
Subtotal for Additional Sites (Amendment No. 17)				\$ (4,289,833)	\$ 4,071,983	\$ 925,794	\$ 251,627	\$ 160,810	\$ 280,964	\$ -	\$ 10,145,069	\$ 763,279	\$ 9,381,790
ADDITIONAL SITE (AMENDMENT NO. 21)													
B.3.2 to B.3.6		Equipment Delivery											
B.3.2 to B.3.6	JPK2	Johnstone Peak - 2		\$ (497,000)	\$ 483,223	\$ 205,519	\$ 426,740	\$ 123,657	\$ 43,712	\$ -	\$ 785,850	\$ 78,585	\$ 707,265
Subtotal for Additional Site (Amendment No. 21)				\$ -	\$ (497,000)	\$ 483,223	\$ 205,519	\$ 426,740	\$ 123,657	\$ 43,712	\$ 785,850	\$ 78,585	\$ 707,265
B.3.7		Consoles for LARTCS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 502,275	\$ 50,228	\$ 452,048
B.3.8		Logging Recorder	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,743,216	\$ -	\$ 1,743,216
B.3.9		System Management and Monitoring Subsystem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 445,681	\$ 44,568	\$ 401,113
B.1-6		FCC Licensing ^(Note 6)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.10		Pre-Installation Testing Acceptance - Core Staging for SOT Prep	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.10.1.DTVRS		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (DTVRS)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,344,147	\$ 234,415	\$ 2,109,732
B.3.10.1.ACVRs		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (ACVRs)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 746,582	\$ 74,658	\$ 671,924
B.3.10.1.LARTCS		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (LARTCS)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 966,294	\$ 96,629	\$ 869,664
B.3.10.1.NMDN		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (NMDN)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 254,660	\$ 25,466	\$ 229,194
B.3.10.1.FINAL		Pre-Installation Testing Acceptance - Core Staging for SOT Prep FINAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,626	\$ 25,063	\$ 225,563
B.3.10.2.BALANCE		Pre-Installation Testing Acceptance - Balance of Sites by Site	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,456,627	\$ 245,663	\$ 2,210,964
		Equipment Shipment: Credit for Portable Radio Upgrades	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (361,900)	\$ (36,190)	\$ (325,710)
Base.22.3.2		Performance Bond for Phase 3 - Supply LMR System Components	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 474,041		\$ 474,041
		Total Lease Costs for Phase 3 - Supply LMR System Components	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

Deliverable/ Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable		Equipment Purchase in Phase 1 Credit per Site <i>(Note 1.1,1.12,1.13)</i>	DTVRS	ACVRS	LARTCS	NMDN	Microwave	Credits <i>(Note 2)</i>	Total Contract Sum Total Payable Amount for Phase 3 <i>(Note 1, 3, 8)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
Base.22.2.1		Liability Insurance (General and Professional)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 440,691		\$ 440,691
Total for Phase 3 - Supply LMR System Components:			\$ -	\$ (15,295,521)	\$ 23,096,823	\$ 7,055,700	\$ 7,589,721	\$ 2,210,838	\$ 1,859,693	\$ 212,620	\$ 47,816,132	\$ 3,602,668	\$ 44,213,464

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

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

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

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

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

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

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

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

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

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

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

Note 11: Pursuant to Amendment No. Twenty-One, credit in the amount of \$563,761 from CPK was moved to BUR1, credit in the amount of \$943,771 from MLM was moved to MTL2, credit in the amount of \$181,525 from OAT was moved to LPC, credit in the amount of \$497,000 from SDW was moved to SUN, credit in the amount of \$547,298 from SGH was moved to MML, credit in the amount of \$547,158 from TOP was moved to FRP, credit in amount of \$497,000 from TPK was moved to MDL.

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

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

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

Deliverable/Task /Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Phase 4 Total					
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management <i>(Note 1)</i>	Contract Sum - Payable Amount for Phase 4	10% Holdback Amount	Payable Amount Less 10% Holdback
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	BAH	Baldwin Hills		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	BJM	Black Jack Peak		\$ -	\$ -	\$ 224,415	\$ 22,441	\$ 201,973
B.4.2.2	BMT	Bald Mountain		\$ -	\$ -	\$ 139,685	\$ 13,968	\$ 125,716
B.4.2.2	BRK	Blue Rock		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	BUR	Burnt Peak		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	BVG	Beverly Glen		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	CCB	Compton Court Building		\$ -	\$ -	\$ 97,624	\$ 9,762	\$ 87,862
B.4.2.2	CEP	Century Plaza		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	CLM	Claremont		\$ -	\$ -	\$ 73,209	\$ 7,321	\$ 65,888
B.4.2.2	CPK	Castro Peak		\$ -	\$ -	\$ 171,152	\$ 17,115	\$ 154,037
B.4.2.2	DPK	Dakin Peak		\$ -	\$ -	\$ 200,523	\$ 20,052	\$ 180,471
B.4.2.2	ELSGDPD	El Segundo PD		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	ENCI	Encinal 1 (Fire Camp)		\$ -	\$ -	\$ 86,186	\$ 8,619	\$ 77,568
B.4.2.2	GRM	Green Mountain		\$ -	\$ -	\$ 160,697	\$ 16,070	\$ 144,627
B.4.2.2	HPK	Hauser Peak		\$ -	\$ -	\$ 169,859	\$ 16,986	\$ 152,873
B.4.2.2	JPK	Johnstone Peak		\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.4.2.2	LACF028	FS 28		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF056	FS 56		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF071	FS 71		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF072	FS 72		\$ -	\$ -	\$ 98,585	\$ 9,858	\$ 88,726
B.4.2.2	LACF077	FS 77		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF084	FS 84		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF091	FS 91		\$ -	\$ -	\$ 42,234	\$ 4,223	\$ 38,010
B.4.2.2	LACF099	FS 99		\$ -	\$ -	\$ 0	\$ -	\$ -
B.4.2.2	LACF149	FS 149		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF144	FS 144		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF149	FS 149		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF157	FS 157		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF196	FS 169		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACFCP09	CP 9		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACFDEL	Del Valle Training		\$ -	\$ -	\$ 68,482	\$ 6,848	\$ 61,634
B.4.2.2	LAH	LA City Hall		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LBR	Lower Blue Ridge		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LDWP243	DWP Sylmar Water Ladder		\$ -	\$ -	\$ 70,592	\$ 7,059	\$ 63,532
B.4.2.2	MAM	Magic Mountain		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MDI	Mount Disappointment		\$ -	\$ -	\$ 210,952	\$ 21,095	\$ 189,856
B.4.2.2	MLE	Mount Lee		\$ -	\$ -	\$ 225,470	\$ 22,547	\$ 202,923
B.4.2.2	MLM	Mira Loma Facility		\$ -	\$ -	\$ 122,899	\$ 12,290	\$ 110,609
B.4.2.2	MMC	Mount McDill		\$ -	\$ -	\$ 177,266	\$ 17,727	\$ 159,539
B.4.2.2	MTL	Mount Lukens		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MTT	Mount Thom		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MTW	Mount Washington		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MVS	Monte Vista (Star Center)		\$ -	\$ -	\$ 74,197	\$ 7,420	\$ 66,777
B.4.2.2	OAT	Oat Mountain OAT		\$ -	\$ -	\$ 31,374	\$ 3,137	\$ 28,236
B.4.2.2	OMC	Oat Mountain OMC		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	ONK	Oat Mountain Nike		\$ -	\$ -	\$ 201,776	\$ 20,178	\$ 181,598
B.4.2.2	PHN	Puente Hills		\$ -	\$ -	\$ 165,029	\$ 16,503	\$ 148,526
B.4.2.2	PRG	Portal Ridge		\$ -	\$ -	\$ 129,425	\$ 12,942	\$ 116,482
B.4.2.2	PSH	Pomona 1620 Hillcrest		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	RDNBPD	Redondo Beach PD		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	RHT	Rolling Hills Transmit		\$ -	\$ -	\$ 136,626	\$ 13,663	\$ 122,964
B.4.2.2	RIH	Rio Hondo		\$ -	\$ -	\$ 151,646	\$ 15,165	\$ 136,481
B.4.2.2	RPVE001	Rancho Palos Verde City Hall		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	SAG	San Augustine		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	SDW	San Dimas		\$ -	\$ -	\$ 118,369	\$ 11,837	\$ 106,532
B.4.2.2	SGH	Signal Hill		\$ -	\$ -	\$ 80,521	\$ 8,052	\$ 72,469
B.4.2.2	SPC	San Pedro Hill		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	SPN	Saddle Peak		\$ -	\$ -	\$ 129,610	\$ 12,961	\$ 116,649
B.4.2.2	SUN	Sunset Ridge		\$ -	\$ -	\$ 143,789	\$ 14,379	\$ 129,410
B.4.2.2	SVP	San Vicente Peak		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	SWP	Southwest Area Station		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	TOP	Topanga Peak		\$ -	\$ -	\$ 142,673	\$ 14,267	\$ 128,405
B.4.2.2	TPK	Tejon Peak		\$ -	\$ -	\$ 153,478	\$ 15,348	\$ 138,131
B.4.2.2	TWR	Tower Peak		\$ -	\$ -	\$ 179,547	\$ 17,955	\$ 161,592
B.4.2.2	VPC	Verdugo Peak (City)		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	WAD	Walker Drive		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	WMP	Whittaker Middle Peak		\$ -	\$ -	\$ 174,731	\$ 17,473	\$ 157,258
B.4.2.2	WS1	100 Wilshire		\$ -	\$ -	\$ 87,459	\$ 8,746	\$ 78,713
B.4.2.2	WTR	Whittaker Ridge		\$ -	\$ -	\$ 117,591	\$ 11,759	\$ 105,832
B.4.2.2	LAPD077	77TH Street Area Complex		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LAPDDVN	Devonshire Area station		\$ -	\$ -	\$ -	\$ -	\$ -

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

Deliverable/Task /Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable	Phase 4 Total					
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 4	10% Holdback Amount	Payable Amount Less 10% Holdback
B.4.2.2	FCCF	L.A. County Fire Command		\$ -	\$ -	\$ 215,429	\$ 21,543	\$ 193,886
B.4.2.2	LAPDVDC	Valley Dispatch Center		\$ -	\$ -	\$ -	\$ -	\$ -
Phase 4 Subtotals Phase 4 - LMR System Implementation Per Site Detail				\$ -	\$ -	\$ 4,773,099	\$ 477,310	\$ 4,295,789
ADDITIONAL SITES (AMENDMENT NO. 10)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	APC	Airport Courthouse		\$ -	\$ -	\$ 39,361	\$ 3,936	\$ 35,425
B.4.2.2	BCHCPRK	Beverly Hills' Coldwater Canyon Park		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACFL36	FS 136		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LAHE	LA City Hall East		\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	OLI	Olinda		\$ -	\$ -	\$ 60,600	\$ 6,060	\$ 54,540
Subtotal for Additional Sites (Amendment No. 10)				\$ -	\$ -	\$ 99,961	\$ 9,996	\$ 89,965
ADDITIONAL SITES (AMENDMENT NO. 17)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	AGH	Agoura Hills		\$ -	\$ -	\$ 95,136	\$ 9,514	\$ 85,622
B.4.2.2	BUR1	Burnt Peak 1		\$ -	\$ -	\$ 178,515	\$ 17,852	\$ 160,664
B.4.2.2	CCT	Criminal Court (Foltz)		\$ -	\$ -	\$ 88,854	\$ 8,885	\$ 79,969
B.4.2.2	CRN	Cerro Negro		\$ -	\$ -	\$ 100,942	\$ 10,094	\$ 90,848
B.4.2.2	FRP	Frost Peak (Upper Blue Ridge)		\$ -	\$ -	\$ 210,218	\$ 21,022	\$ 189,196
B.4.2.2	GMT	Grass Mountain		\$ -	\$ -	\$ 65,679	\$ 6,568	\$ 59,111
B.4.2.2	H-17A	H-17 Helipad		\$ -	\$ -	\$ 45,737	\$ 4,574	\$ 41,163
B.4.2.2	LARICSHQ	LA-RICS Headquarters		\$ -	\$ -	\$ 93,778	\$ 9,378	\$ 84,400
B.4.2.2	LASDTEM	Los Angeles County Sheriff's Department Temple Station		\$ -	\$ -	\$ 45,805	\$ 4,581	\$ 41,225
B.4.2.2	LPC	Loop Canyon		\$ -	\$ -	\$ 51,893	\$ 5,189	\$ 46,704
B.4.2.2	LEPS	Lower Encinal Pump Station		\$ -	\$ -	\$ 87,347	\$ 8,735	\$ 78,612
B.4.2.2	MIR	Mirador		\$ -	\$ -	\$ 123,518	\$ 12,352	\$ 111,166
B.4.2.2	MML	Magic Mountain Link		\$ -	\$ -	\$ 217,931	\$ 21,793	\$ 196,138
B.4.2.2	MTL2	Mount Lukens 2		\$ -	\$ -	\$ 214,060	\$ 21,406	\$ 192,654
B.4.2.2	PDC	Pacific Design Center		\$ -	\$ -	\$ 102,627	\$ 10,263	\$ 92,364
B.4.2.2	PLM	Los Angeles County Sheriff's Department Palmdale Station		\$ -	\$ -	\$ 48,384	\$ 4,838	\$ 43,546
B.4.2.2	PMT	Pine Mountain		\$ -	\$ -	\$ 65,679	\$ 6,568	\$ 59,111
B.4.2.2	PWT	Portsmouth Tank		\$ -	\$ -	\$ 61,450	\$ 6,145	\$ 55,305
B.4.2.2	VPK	Verdugo Peak County		\$ -	\$ -	\$ 129,751	\$ 12,975	\$ 116,776
Subtotal for Additional Sites (Amendment No. 17)				\$ -	\$ -	\$ 2,027,304	\$ 202,730	\$ 1,824,574
ADDITIONAL SITE (AMENDMENT NO. 21)								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	JPK2	Johnstone Peak - 2		\$ -	\$ -	\$ 197,335	\$ 19,734	\$ 177,602
Subtotal for Additional Site (Amendment No. 21)				\$ -	\$ -	\$ 197,335	\$ 19,734	\$ 177,602
B.4.1.1.1.5		Consoles	9	\$ -	\$ -	\$ 58,462	\$ 5,846	\$ 52,616
B.4.1.1.1.5		Logging Recorder	1	\$ -	\$ -	\$ 6,496	\$ -	\$ 6,496
B.4.1.1.1.7		System Management and Monitoring Subsystem	1	\$ -	\$ -	-	Included in Phase 3	-
B.1.15		Inventory and Maintenance Tracking Subsystem		\$ -	\$ -	-	Included in Phase 3	-
B.4.3		Training		\$ -	\$ -	-	Included	-
B.4.1.2		Spares and Test Equipment	1	\$ -	\$ -	-	Included	-
B.4.2		Acceptance Testing	1	\$ -	\$ -	-	-	-
B.4.2.3		Functional Test Acceptance	1	\$ -	\$ -	\$ 423,142	\$ 42,314	\$ 380,828
B.4.2.4		Special Operational Test Acceptance	1	\$ -	\$ -	\$ 1,375,212	\$ 137,521	\$ 1,237,690
B.4.2.5		Voice System Testing Acceptance	1	\$ -	\$ -	\$ 528,928	\$ 52,893	\$ 476,035
B.4.2.6		Stress Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.8		Voice Wide Area Coverage Test Acceptance		\$ -	\$ -	-	-	-
B.4.2.8.Zone 1		Basin Zone Coverage Test Acceptance	1	\$ -	\$ -	\$ 846,284	\$ 84,628	\$ 761,656
B.4.2.8.Zone 2		Northern Desert Coverage Test Acceptance	1	\$ -	\$ -	\$ 740,499	\$ 74,050	\$ 666,449
B.4.2.8.Zone 3		Angeles National Forest Coverage Test Acceptance	1	\$ -	\$ -	\$ 634,713	\$ 63,471	\$ 571,242
B.4.2.8.Zone 4		Santa Monica Mountains Coverage Test Acceptance	1	\$ -	\$ -	\$ 423,142	\$ 42,314	\$ 380,828
B.4.2.8.Zone 5		CA-14 Corridor Coverage Test Acceptance	1	\$ -	\$ -	\$ 423,142	\$ 42,314	\$ 380,828
B.4.2.8.Zone 6		foothills Coverage Test Acceptance	1	\$ -	\$ -	\$ 423,142	\$ 42,314	\$ 380,828
B.4.2.8.Zone 7		Catalina Island Coverage Test Acceptance	1	\$ -	\$ -	\$ 317,357	\$ 31,736	\$ 285,621
B.4.2.9		Voice Aerial Coverage Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.10		Voice Waterway Coverage Test Acceptance	1	\$ -	\$ -	\$ 211,571	\$ 21,157	\$ 190,414
B.4.2.13		Voice Railway Coverage Test Acceptance	1	\$ -	\$ -	\$ 211,571	\$ 21,157	\$ 190,414
B.4.2.14		Voice Freeway Coverage Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.15		Voice Subscriber Access Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.17		Voice System Burn-in Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.18.1		NMDN Throughput Test Acceptance	1	\$ -	\$ -	\$ 528,928	\$ 52,893	\$ 476,035
B.4.2.18.2		NMDN Wide Area Coverage Test Acceptance		\$ -	\$ -	-	-	-

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

Deliverable/Task /Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Phase 4 Total					
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management <i>(Note 1)</i>	Contract Sum - Payable Amount for Phase 4	10% Holdback Amount	Payable Amount Less 10% Holdback
B.4.2.18.2.Zone 1		Basin Zone Coverage Test Acceptance	1	\$ -	\$ -	\$ 528,928	\$ 52,893	\$ 476,035
B.4.2.18.2.Zone 2		Northern Desert Coverage Test Acceptance	1	\$ -	\$ -	\$ 423,142	\$ 42,314	\$ 380,828
B.4.2.18.2.Zone 3		Angeles National Forest Coverage Test Acceptance	1	\$ -	\$ -	\$ 423,142	\$ 42,314	\$ 380,828
B.4.2.18.2.Zone 4		Santa Monica Mountains Coverage Test Acceptance	1	\$ -	\$ -	\$ 211,571	\$ 21,157	\$ 190,414
B.4.2.18.2.Zone 5		CA-14 Corridor Coverage Test Acceptance	1	\$ -	\$ -	\$ 211,571	\$ 21,157	\$ 190,414
B.4.2.18.2.Zone 6		Foothills Coverage Test Acceptance	1	\$ -	\$ -	\$ 211,571	\$ 21,157	\$ 190,414
B.4.2.18.2.Zone 7		Catalina Island Coverage Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.18.5		NMDN Data Aerial Coverage Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.18.6		NMDN Fire Stn & Parking Coverage Test Acceptance	1	\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.18.7		NMDN Freeway Coverage Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.18.8		NMDN Waterway Coverage Test Acceptance	1	\$ -	\$ -	\$ 211,571	\$ 21,157	\$ 190,414
B.4.2.18.9		NMDN Projected Load Test Acceptance	1	\$ -	\$ -	\$ 211,571	\$ 21,157	\$ 190,414
B.4.2.18.10		NMDN CAD Baseline System Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.2.18.11		NMDN Burn-in Test Acceptance	1	\$ -	\$ -	\$ 105,786	\$ 10,579	\$ 95,207
B.4.4.1		Final Migration/Cutover Plan Delivered		\$ -	\$ -	Included	\$ -	\$ -
B.4.5		Final System Support Plan Delivered		\$ -	\$ -	Included	\$ -	\$ -
B.4.6		Final Disaster Recovery Plan Delivered		\$ -	\$ -	Included	\$ -	\$ -
B.4.7		Final Special Event Plans Delivered		\$ -	\$ -	Included	\$ -	\$ -
B.4.8/Base.11.2.1		Final LMR System Acceptance		\$ -	\$ -	As provided for in Base.11.2.1	\$ -	\$ -
B.4.9		Final Warranty Plan Delivered		\$ -	\$ -	Included	\$ -	\$ -
		Credit for Services Performed in Phase 1	1	\$ -	\$ -	\$ (765,576)	\$ (76,558)	\$ (689,018)
		Project Management	1	\$ -	\$ -	Included as Reflected	\$ -	\$ -
Base.22.3.2		Performance Bond	1	\$ -	\$ -	\$ 99,722	\$ -	\$ 99,722
		Total Lease Costs		\$ -	\$ -	\$ -	\$ -	\$ -
Base.22.2.1		Liability Insurance (Professional and General)	1	\$ -	\$ -	\$ 527,500	\$ -	\$ 527,500
B.4.10		Phase 4 Completion Acceptance		\$ -	\$ -	\$ 10,241,502	\$ 1,024,150	\$ 9,217,352
Total for Phase 4 - LMR System Implementation:				\$ -	\$ -	\$ 27,844,355	\$ 2,721,064	\$ 25,123,291

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

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

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

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

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

Note 5: Pursuant to Amendment No. Seventeen, thirty-four (34) LMR System Sites were removed from further consideration; nineteen (19) LMR System Sites were included as part of the LMR System; and Phase 4 Completion Acceptance was included. In connection therewith, and in addition to all activities contemplated in this Phase 4, Unilateral Option Sums, not previously exercised, were converted into Contract Sums.

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

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



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

January 12, 2017

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

Dear Directors:

AMENDMENT NO. 23 TO THE PROJECT AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

SUBJECT

Board approval is requested to authorize the Interim Executive Director to execute Amendment No. 23 with Jacobs Project Management Co. (Jacobs) to (1) authorize Jacobs to continue assisting the Authority with Public Safety Broadband Network (PSBN) Warranty Period closeout work; and (2) increase the Maximum Contract Sum by \$240,000 for this work through March 31, 2017. Amendment No. 23 will be substantially similar form to the enclosed.

RECOMMENDED ACTION

It is recommended that your Board:

1. Approve an increase to the Maximum Contract Sum in the amount of \$240,000 increasing the Maximum Contract Sum amount from \$37,858,957 to \$38,098,957, to allow Jacobs to continue assisting the Authority with the PSBN Warranty closeout work through March 31, 2017.
2. Delegate authority to the Interim Executive Director to execute Amendment No. 23 with Jacobs, substantially similar in form to the enclosed, and issue one or more Notices to Proceed for this work.

AGENDA ITEM H

BACKGROUND

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

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

On December 12, 2016, your Board approved Amendment No. 19 to the PSBN Agreement with Motorola, which contemplated, among other things, another no-cost extension to the PSBN Warranty Period until March 31, 2017.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to authorize the Interim Executive Director to execute Amendment No. 23 which would authorize Jacobs to continue assisting the Authority with the PSBN Warranty Period closeout work through March 31, 2017.

When your Board approved Amendment No. 19 to the PSBN Agreement with Motorola to extend the Warranty Period, it became necessary to authorize Jacobs, the Authority's Project and Construction Manager, to continue to assist with the closeout of the Warranty Period, which includes, but is not limited to, continued project management services, testing and optimization, review of and implementation planning for upcoming network upgrades, review of document submissions, etc. Additionally, the Authority requires Jacobs' assistance through March 31, 2017, at minimum, to validate contract close-out documentation to ensure that all PSBN Warranty Period criteria was met in a manner consistent with the PSBN Agreement with Motorola.

FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 23 will increase the Maximum Contract Sum in the amount of \$240,000 from \$37,858,957 to \$38,098,957. All contract costs related to the services rendered under Amendment No. 23 will be reimbursable under the Broadband Technology Opportunities Program (BTOP) grant and/or the Long Term Evolution (LTE) Operations and Maintenance (O&M) funding contemplated in LA-RICS' Adopted Fiscal Year 2016-17 Operating Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Counsel to the Authority has reviewed the recommended actions.

CONCLUSION

Upon the Board's approval of the recommended actions, on behalf of the Authority, the Interim Executive Director will execute Amendment No. 23, substantially similar in form to the enclosed.

Respectfully submitted,



JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

JA:pl

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Enclosure

c: Counsel to the Authority

AMENDMENT NUMBER TWENTY-THREE
TO
AGREEMENT FOR CONSULTANT SERVICES

Recitals

This Amendment Number Twenty-Three ("Amendment No. 23") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Jacobs Project Management Co. ("Consultant"), effective as of January _____, 2017, based on the following recitals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Agreement has been previously amended by Amendment No. 21, effective July 13, 2016, to (a) revise Appendix A-2 (Agreement Budget) to shift funds in the amount of \$1,274,360 for the LMR project of the Agreement for Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), Phase 4 (System Implementation) to Phase 1 (System Design) to ensure the Jacobs contract has sufficient funds to cover Phase 1 activities due to extended design activities related to certain federal sites; (b) revise Appendix A-2 (Agreement Budget) to reflect an increase in the amount of \$369,541 for LTE Work related to the development of the Round 2 buildout of the PSBN for July 2016 through September 2016; (c) revise Attachment B (Rate Schedule) to reflect changes to Jacobs staffing, and (d) to revise Attachment D (Administration of Agreement) to reflect changes in Jacobs management assigned to the LA-RICS project; (e) increase the Maximum Contract Sum by \$369,541 for the LTE project of the Agreement Budget from \$37,009,416, to \$37,378,957 to contemplate the increased scope and level of effort related to development of the PSBN Round 2 buildout.

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

The Authority and Consultant desire to further amend the Agreement to (a) continue assisting the Authority with the PSBN Warranty Period closeout work, which includes but is not limited to, continued project management services, negotiation support, finalization of site closeouts, review of documentation submissions, work associated with LASDCVS, and review of and implementation planning for upcoming network upgrades, until March 31, 2017, for a cost increase in the amount of \$240,000

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

This Amendment No. 23 is authorized under Paragraph 40 of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 23, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Consultant hereby agree as follows:

1. Capitalized Terms; Section References.

Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement, as amended by this Amendment No. 23. Unless otherwise noted, section references in this Amendment No. 23 refer to sections of the body of the Agreement, as amended by this Amendment No. 23.

2. Section 3.1, under Consideration, of the Agreement, is deleted in its entirety, and is replaced by the following:

3.1 In consideration of the performance by Consultant in a manner satisfactory to Authority of the services described in Section 2 above, including receipt and acceptance of such work by Executive Director of the Authority or such person's designee (hereinafter called "Director"), Authority agrees to pay Consultant a maximum not-to-exceed sum of Thirty-Eight Million, Ninety-Eight Thousand, Nine Hundred Fifty-Seven Dollars (\$38,098,957).

3. Appendix A-2 (Agreement Budget) to the Agreement is hereby deleted in its entirety, and is replaced by Appendix A-2 (Agreement Budget), dated November 2016, attached to this Amendment No. 23 and incorporated by this reference.

4. This Amendment No. 23 shall become effective as of the date identified in the recitals, which is the date upon which:

4.1 An authorized officer of Consultant has executed this Amendment No. 23;

4.2 The Authority's Board of Directors has authorized the execution of this Amendment No. 23, if required;

4.3 Los Angeles County Counsel has approved this Amendment No. 23 as to form; and

4.4 The Interim Executive Director of the Authority has executed this Amendment No. 23.

5. Except as expressly provided in this Amendment No. 23, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
6. Consultant and the person executing this Amendment No. 23 on behalf of Consultant represent and warrant that the person executing this Amendment No. 23 for Consultant is an authorized agent who has actual authority to bind Consultant to each and every term and condition of the Agreement, as amended by this Amendment No. 23, and that all requirements of Consultant to provide such actual authority have been fulfilled.
7. This Amendment No. 23 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.
8. This Amendment No. 23 shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within that State.

* * *

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 23 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

JACOBS PROJECT MANAGEMENT CO.

By: _____

John Radeleff
Interim Executive Director

By: _____

Issam Khalaf
Vice President
West Division PMCM

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

MARY C. WICKHAM
County Counsel

By: _____

Truc L. Moore
Principal Deputy County Counsel

**APPENDIX A-2
AGREEMENT BUDGET**

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

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

LTE SYSTEM	
Phase 0 – Preliminary Phase – Project Startup	\$1,434,602
Phase 1 – System Design	\$1,191,912
Phase 2 – Site Construction and Site Modification	\$5,288,848
Phase 3 – Supply LTE System Components	\$499,790
Phase 4 – System Implementation	\$1,972,777
Phase 5 – System Maintenance	-
LTE System Other Direct Costs	\$588,133
LTE System Total	\$10,976,062

MAXIMUM CONTRACT SUM	\$38,098,957
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**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

January 12, 2017

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

Dear Directors:

**AMENDMENT NO. 9 FOR
PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES**

SUBJECT

Board approval is requested to authorize the Interim Executive Director to execute Amendment No. 9 to the Professional Broadband Engineering Consulting Services Agreement with Televate, LLC (Televate) to (1) extend the term of the contract with Televate to March 31, 2017, to allow Televate to continue assisting the Authority with the Public Safety Broadband Network (PSBN) Warranty Period closeout work; and (2) increase the Maximum Contract Sum by \$415,000 this work through March 31, 2017. Amendment No. 9 will be substantially similar in form to the enclosed.

RECOMMENDED ACTION

It is recommended that your Board:

1. Approve an extension to the term of the Televate Agreement to March 31, 2017, to allow Televate to continue assisting the Authority with the PSBN Warranty Period closeout work.
2. Approve an increase to the Maximum Contract Sum in the amount of \$415,000, increasing the Maximum Contract Sum amount from \$7,646,978 to \$8,061,978 to allow Televate to continue assisting the Authority with the PSBN Warranty Period closeout work through March 31, 2017.

AGENDA ITEM I

3. Delegate authority to the Interim Executive Director to execute Amendment No. 9, substantially similar in form to the Enclosure.

BACKGROUND

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

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

On December 12, 2016, your Board approved Amendment No. 19 to the PSBN Agreement with Motorola, which contemplated, among other things, another no-cost extension to the PSBN Warranty Period until March 31, 2017.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to extend the term of Televate Agreement to March 31, 2017, to allow Televate to continue assisting the Authority with the PSBN Warranty Period closeout work and to authorize the Interim Executive Director to Execute Amendment No. 9.

When your Board approved Amendment No. 19 to the PSBN Agreement with Motorola to extend the Warranty Period to March 31, 2017, it became necessary to extend Televate's term correspondingly to allow them to continue to provide broadband engineering support to the Authority during the closeout of the Warranty Period. Such support includes, but is not limited to, PSBN upgrade validation, optimization support, operations support, training management, onboarding agencies support (interconnection engineering, device connection support, troubleshooting), small cell technical support, drive testing and drive test evaluation support, operational engineering/configuration support, and implementation of security policy and process management support, etc. Additionally, it is necessary for Televate to provide certain Long Term Evolution (LTE) Training and Support services to support the ongoing operations for the PSBN which was removed from Motorola PSBN Agreement at the December 12, 2016, Board Meeting.

Additionally, the Authority requires Televate's assistance through March 31, 2017, at minimum, to validate contract close-out documentation to ensure that all PSBN

Warranty Period criteria was met in a manner consistent with the PSBN Agreement with Motorola.

FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 9 will increase the Maximum Contract Sum in the amount of \$415,000 from \$7,646,978 to \$8,061,978. All contract costs related to the services rendered under Amendment No. 9 will be reimbursable under the BTOP grant and/or the LTE Operations and Maintenance (O&M) funding contemplated in LA-RICS' Adopted Fiscal-Year 2016-17 Operating Budget.

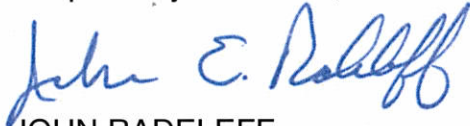
FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Counsel to the Authority has reviewed the recommended actions.

CONCLUSION

Upon the Board's approval of the recommended actions, on behalf of the Authority, the Interim Executive Director will execute Amendment No. 9, substantially similar in form to the Enclosure.

Respectfully submitted,



JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

JA:pl

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Enclosure

c: Counsel to the Authority

AMENDMENT NUMBER NINE

TO AGREEMENT NO. 004

PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES

This Amendment Number Nine (together with all exhibits, attachments, and schedules hereto, "Amendment No. 9") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Televate, LLC ("Consultant"), effective as of January _____, 2017 based on the following recitals:

RECITALS

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

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

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

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

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

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

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

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

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

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

Authority and Consultant desire to further amend the Agreement to (a) extend the term of the contract to March 31, 2017, to align with the extended PSBN Warranty Period,

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

This Amendment No. 9 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. 9, 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. 9 refer to sections of the Agreement, as amended by this Amendment No. 9.
2. Amendments to Agreement.
 - 2.1 The parties agree and acknowledge that the term set forth in Section 7 (Term) of the Agreement is extended until to March 31, 2017, which is incorporated herein by this reference.
 - 2.2 Section 8 (Maximum Contract Sum) of the Agreement is deleted in its entirety and replaced with the following:
 8. The "Maximum Contract Sum" is the total monetary amount payable by the Authority to Consultant for furnishing all Work and Deliverables under this Agreement, inclusive of any applicable taxes. The Maximum Contract Sum under this Agreement shall be Eight Million, Sixty-One Thousand, Nine Hundred Seventy-Eight Dollars (\$8,061,978).
3. Amendments to Agreement Exhibits.
 - 3.1 Exhibit A (Statement of Work), Item G, Task 7: Operations Support is revised to include the following language:

- Provide LTE Training and Support services, as may be required by the Authority, in support of the ongoing operations of the PSBN (e.g. LTE RAN Support, Operational Support Systems Audit, LTE System Audit, LTE EPC System Support, etc.).
4. This Amendment No. 9 shall become effective as of the date identified in the recitals, which is the date upon which:
 - 4.1 An authorized agent of Contractor has executed this Amendment No. 9;
 - 4.2 Counsel to the Authority has approved this Amendment No. 9 as to form;
 - 4.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority to execute this Amendment No. 9; and
 - 4.4 The Executive Director of the Authority has executed this Amendment No. 8.
 5. Except as expressly provided in this Amendment No. 9, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
 6. Consultant and the person executing this Amendment No. 9 on behalf of Consultant represent and warrant that the person executing this Amendment No. 9 for Consultant is an authorized agent who has actual authority to bind Consultant to each and every term and condition of this Amendment No. 9, and that all requirements of Consultant to provide such actual authority have been fulfilled.
 7. This Amendment No. 9 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

* * *

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 9 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

TELEVATE, LLC

By: _____

John Radeleff
Interim Executive Director

By: _____

Joe Ross
Senior Partner

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

MARY C. WICKHAM
County Counsel

By: _____

Truc L. Moore
Principal Deputy County Counsel