



# AGENDA

## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS MEETING  
Thursday, September 7, 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: August 31, 2017**

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

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#### **Members:**

1. **Sachi Hamai**, CEO, County of Los Angeles
2. **Daryl L. Osby**, Vice-Chair, Fire Chief, County of Los Angeles Fire Dept.
3. **Jim McDonnell**, Chair, Sheriff, Los Angeles County Sheriff's Dept.
4. **Cathy Chidester**, Dir., EMS Agency, County of LADHS
5. **Chris Donovan**, Fire Chief, City of El Segundo Fire Dept.
6. **Joe Ortiz**, 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**, Captain, City of Signal Hill Police Dept.  
**David Povero**, Captain, City of Covina Police Dept.

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#### **Officers:**

**Scott Edson**, 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. August 3, 2017 – Regular Meeting Minutes**

Agenda Item A

**IV. PUBLIC COMMENTS**

**V. CONSENT CALENDAR – (None)**

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

**B. Director’s Report – Scott Edson**

- LTE Update
- LMR Update
- LA-RICS Grant Status
- Status of PSBN Agency Onboarding

Agenda Item B

**C. Project Manager’s Report – Chris Odenthal**

Agenda Item C

**D. Joint Operations and Technical Committee Chairs Report – Ted Pao and Kyle Zuniga**

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



**E. Outreach Update**

Agenda Item E

**F. PSBN Onboarding Update**

Agenda Item F

**G. LA-RICS Policies**

Agenda Item G

**VIII. ADMINISTRATIVE MATTERS (H-I)**

**H. APPROVE AMENDMENT NO. 29 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 the inclusion of one (1) LMR System Site (Pomona Courthouse [POM]) into Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising of the Unilateral Options to align with the updated LMR System Design is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at this one (1) site. The LMR activities at Site POM was previously found by your Board to be 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, and any leased circuit work that may occur outside of Site POM, if needed to provide network connectivity to the LMR System, were previously found by your Board to be categorically exempt under CEQA pursuant to Guidelines section 15301 (existing facilities), 15303 (new construction or conversion of small structures) and 15304 (minor alterations to land).

2. Approve Amendment No. 29 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect the following:



- a. Inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,170,471.
- b. Make changes necessary to incorporate LMR Change Order Modifications for a cost increase in the amount of \$31,922.
3. Authorize an increase to the Maximum Contract Sum by \$1,202,393 from \$297,061,898 to \$298,264,291 when taking the cost increases into consideration.
4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 29.
5. Delegate authority to the Executive Director to execute Amendment No. 29, in substantially similar form, to the enclosed Amendment (Enclosure).

Agenda Item H

**I. APPROVE A SITE ACCESS AGREEMENT FOR LAND MOBILE RADIO SYSTEM SITE**

It is recommended that your Board:

1. Find that the approval and execution of the SAA for the Pomona Courthouse (POM) site with the Judicial Council of California to allow all LMR System Work to occur at that site for the design, construction, implementation, operation and maintenance of the LMR System infrastructure, is within the scope of the activities previously authorized at the POM site on December 12, 2016, which your Board previously found statutorily exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System (LA-RICS) project, and further found that any leased circuit work that may occur outside of the site as needed to provide connectivity to the LMR System is categorically exempt under CEQA pursuant to CEQA Guidelines sections 15301, 15303 and 15304 for the reasons set forth in this letter and in the record of the project.





2. Authorize the Executive Director to finalize and execute a SAA with the Judicial Council of California, substantially similar in form to the agreement attached hereto.

Agenda Item I

**IX. MISCELLANEOUS – NONE**

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

**XI. CLOSED SESSION REPORT**

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

**XII. ADJOURNMENT and NEXT MEETING:**

Thursday, October 5, 2017, at 9:00 a.m., at the Los Angeles Sheriff's Department, Scientific Services Bureau, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.



## BOARD MEETING INFORMATION

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

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

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

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

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

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



# BOARD OF DIRECTORS MEETING MINUTES

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

August 3, 2017  
The Hertzberg Davis Forensic Science Center  
1800 Paseo Rancho Castilla, Conference Room 223 through 227  
Los Angeles, CA 90032

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**Board Members Present:**

**Cathy Chidester**, Dir., EMS Agency, County of LADHS  
**Joe Ortiz**, Chief of Police, City of Sierra Madre Police Dept.  
**Mark Alexander**, City Manager, CA Contract Cities Assoc.  
**Chris Nunley**, Captain, City of Signal Hill Police Dept.  
**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**, Vice-Chair, Asst. Fire Chief, County of Los Angeles Fire Dept.  
**Dean Gialamas**, Division Dir., Los Angeles County Sheriff's Dept.  
**Scott Haberle**, Fire Chief, City of Monterey Park Fire Dept.  
**Louis Perez**, Deputy Chief, City of Inglewood Police Dept.

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**Officers Present:**

**Scott Edson**, LA-RICS Executive Director  
**Priscilla Lara**, LA-RICS Board Secretary

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**Absent:**

**None**

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

**I. CALL TO ORDER**

Director Dean Gialamas called the Regular Meeting of the Board to order at 9:06 a.m. Director Gialamas welcomed and acknowledged representatives from FirstNet, AT&T, the State of California and Rivada.

**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**

**A. June 1, 2017 – Regular Meeting Minutes**

Alternate Board Member Perez motioned first, seconded by Board Member Chidester.

Ayes 10: Chidester, Ortiz, Alexander, Nunley, Curley, Geiger, Bundesen, Gialamas, Haberle, and Perez.

**MOTION APPROVED**

**IV. PUBLIC COMMENTS – (None)**

**V. CONSENT CALENDAR – (None)**

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

**B. Director's Report – Scott Edson**

Executive Director Edson stated Long Term Evolution (LTE) Cell-on-Wheels (COW) are completed. Power and final fiber is being tested for connectivity for all SCE COWs excluding SCESTUD. Final City sign-off for power is scheduled for early August.

Closeout documents and final review of delivered books for all sites is being conducted. It is expected that all sites will be at or near completion in the near future.

Multiple technical meetings are occurring with AT&T and FirstNet to determine how LA-RICS will be included in FirstNet nationwide deployment.

Executive Director Edson stated we are actively involved in the State of California FirstNet process and are participating in the State review of the FirstNet plan. CalOES Assistant Director Pat Mallon is here to present today regarding the comment period for the state with comments going to FirstNet and AT&T, who will in turn have 45-days to finalize the State Plan.



Our current data network is built to “public safety grade” based on requirements gathered by the FirstNet Public Safety Advisory Committee (PSAC) and with significant input from the National Public Safety Telecommunications Council (NPSTC). The PSAC membership represents all disciplines of public safety as well as state, territorial, tribal, and local governments. PSAC also has at-large members and federal members, with a total membership of 43. The mission of the PSAC is to assist FirstNet in carrying out its duties and responsibilities. NPSTC is a federation of organizations whose mission is to improve public safety communications and interoperability through collaborative leadership, and they authored a detailed document describing “public safety grade” requirements.

The LA-RICS team is continuing to communicate with the State, FirstNet and AT&T that it will not accept anything less than the public safety grade data network we have today and will work with the State, FirstNet and AT&T to that end. We asked FirstNet/AT&T to identify current and future sites built to public safety grade and are awaiting a response.

Additionally, since we are the largest 24/7 Band 14 network and a great test bed for FirstNet and AT&T when it comes to roaming between the networks, interoperability, credentialing, provisioning, and so much more; we continue to offer our knowledge and expertise to the State, FirstNet and AT&T during the plan review and discussions.

In regards to Land Mobile Radio (LMR), Executive Director Edson stated that Agenda Item B serves as a dashboard of the LMR update, grant status issues, as well as onboarding. Jacobs Project Manager, Chris Odenthal in his report, will provide some of the details. Executive Director Edson stated we are still following our 20/20/20/20 Plan, 20 sites this year, 20 sites next year, 20 sites in 2019 with test and acceptance in 2020. We are still on schedule and we have 10 sites completed this year so far.

As for the UASI grant status, we are currently using 13’, 16’ and soon 17’ money because those are the awarded grants with the upcoming deadlines. One of the most difficult things about this project is to build based on the funding as well as match the dollar amount to the performance period. We are still waiting the 17’ award and are expecting over \$34 million. Later, Executive Assistant Wendy Stallworth-Tait will provide details on the status of the PSBN Agency Onboarding. Executive Director Edson concluded his report.

### **C. Project Manager’s Report – Chris Odenthal**

Jacobs Project Manager Odenthal provided an update on the status of the close out of UASI 12’ and 14’ and provided some pictures to show what the final sites look like. He also provided an update on the status of UASI 13’ and 16’ sites that will be constructed in the near future. Jacobs Project Manager Odenthal displayed a PowerPoint Presentation of sites that have been under construction and referred to



Agenda Item C, the Monthly Report, and the majority of which Executive Director Edson covered in his report.

Jacobs Project Manager Odenthal also provided a Construction/Implementation Update via the previously mentioned PowerPoint presentation that consisted of the following information:

Active Sites:

- Bald Mountain (BMT)
- FCCF
- Hauser Peak (HPK)
- PHN
- Los Angeles Department of Water and Power Aqueduct Cascades (LDPW243)
- Los Angeles Sheriff's Department Temple Station (LASDTEM)
- Airport Courthouse (APC)
- Compton Courthouse Building (CCB)
- Clara Shortridge Foltz Criminal Court (CCT)
- Mir Loma Detention Center (MLM)

Next Sites:

- Monte Vista (MVS)
- Oat Mountain Nike (ONK)
- Verdugo Peak (VPK)
- Mount McDill (MMC)
- Tejon Peak (TPK) – Gorman

Jacobs Project Manager Odenthal stated the "Next Sites" are UASI 13' through 16' that will start construction in the next 30-60 days.

Executive Director Edson interjected to confirm the PSBN close out and maintenance is ongoing.

Board Member Ortiz asked Jacobs Project Manager Odenthal if Claremont is a site that is a work-in-progress and if it is the only site that will be up in the San Gabriel Mountains? Jacobs Project Manager Odenthal stated no, Mount Disappointment right above Altadena as well as Johnstone Peak, which is above Glendora, would serve San Gabriel. BKK and Rio Hondo? Will also provide coverage for the Sierra Madre area.

Jacobs Project Manager Odenthal stated there are 13 US Forest Service Sites and all are in the process of moving forward with the environmental clearance and we have submitted our Special Use Permit for Geotechnical work in order for them to drill and



figure out the soils. Once completed, we can design the towers, which ultimately becomes our Site Access Agreement (SAA), with the US Forest.

Director Gialamas asked Jacobs Project Manager Odenthal on those five sites that will start construction in the next 30-60 days what is the expected completion date. Jacobs Project Manager Odenthal stated they must be completed by March 1, 2018.

Executive Director Edson added, we submitted a proposed project to NTIA to collocate LTE equipment on those US Forest Sites so that we can have Broadband coverage in the Forest and at this time, we are waiting their decision. We also asked AT&T to support us in that proposal because it is going to benefit public safety.

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

### **D. Outreach Update**

Executive Assistant Stallworth-Tait provided a recap of the outreach update item. Executive Director Edson added we would continue to establish good relationships with other agencies and meet with them to speak about LTE, LMR and understand their needs and meet their requirements. There was no further discussion.

### **E. PSBN Onboarding Update**

Executive Director Edson recapped the onboarding item in his Director's report. There was no further discussion.

### **F. To receive and file the Quarterly Update on No-Cost Agreements**

Executive Director Edson recapped the Quarterly Update on No-Cost Agreements to receive and file. There was no further discussion.

### **G. California Office of Emergency Services, California First Responder Network – Pat Mallon, Assistant Director**

Cal OES Assistant Director, Pat Mallon provided an update on the State Plan Review Meetings, Public Safety Feedback, Survey Results, AT&T Deployment Coverage and next steps. Assistant Director Mallon stated at the June meeting I reported AT&T was going to release a Draft State Plan and they did so on June 19, 2017. FirstNet stated we had 45-days to provide feedback from the State of California. We made a promise to go back out to the agencies and provide an update on how the State Plan looked.

Assistant Director Mallon provided a FirstNet in California / FirstNet State Plan Review Results via PowerPoint presentation that consisted of the following information:



Topics:

- State Plan Review Meetings
  - Completed over 12 Outreach Meetings
  - Engaged 780+ public safety stakeholders across California
  - Provided priorities and feedback form
  - Nearly 700 comments received
  - Conducted more than a dozen events in a month's time throughout California
  - Strong interest and participation by public safety throughout California
- Public Safety Feedback
  - Top 3 State Plan priorities heard from attendees:
  - Coverage
  - Cost
  - Public Safety Grade
  - Access to Critical Systems
  - Security
- Survey Results
  - Attendees had opportunity to provide feedback/comments to Cal OES during and after events
  - Cal OES followed-up with each comment provider
  - Attendees' survey comment topics mirrored those voiced during the meetings
  - Participants chose from a pick list of 22 California Priorities
  - Additional interest in Early Builder integration
- AT&T Deployment Coverage
  - Recurring comments:
    - AT&T coverage is poor
    - Verizon has much better coverage
    - Not enough detail
    - In-building coverage important
    - Rural is a priority
    - Interest in colocation
    - Interference concerns
  - Cost
    - Not enough detail
    - Cost is too high
    - Need to be on state contracts
    - Plans are too complex





- Devices
  - Concerns about needing to change to AT&T devices
  - Interoperability with legacy devices, apps
  - General lack of clarity about Band 14 devices, reuse/change/upgrade, app integration
  - Migration costs and effort
- Next Steps
  - Analyze and consolidate comments from:
    - State Plan Portal
    - CalFRN State Plan Review Committee
    - SAIC SME Review
    - Online Survey
  - Comments due to FirstNet Friday, 8/4, 5pm

Assistant Director Mallon stated there was an official FirstNet Consultation for the State of California held yesterday, August 2, 2017, Executive Director Edson was in attendance. One of the main issues was the lack of coverage and capacity. Assistant Director Mallon stated that AT&T was encouraged to look into the California Public Utility Commission; they do a dry test each year. A discussion took place on how many COLTS should be assigned to California. Public Safety Grade was also a topic of discussion.

Alternate Board Member Geiger stated we appreciate the outreach that Cal OES conducts and he did have an opportunity to attend one of the local meetings. Alternate Board Member Geiger stated on behalf of the County CEO and my colleagues, we are looking for the best price and coverage certainly geared towards public safety. From a LA-RICS and County CEO perspective, we urge that no decision or recommendation to opt-in or opt-out by Cal OES be submitted until you have a formal recommendation from the LA-RICS Board of Directors. We also want the LA-RICS system be absorbed in any ultimate build out. Assistant Director Mallon stated he cannot make commitments for the Governor but will take the concerns back.

Assistant Director Mallon stated as part of the FirstNet Proposal, the CalFRN Board recommended that we move forward with a Request for Proposal (RFP) should the Governor make a decision to opt-out. Due to the potential of an open procurement process, CalFRN Board Members and/or Alternates or anyone on the Advisory Committee cannot expose ourselves to consultation or sessions with vendors. The next presentation is Rivada; therefore, I ask that you please excuse yourself at this time if you will be participant in the RFP projects.

Assistant Director Mallon, Executive Director Edson and Director Gialamas commended the LA-RICS team for submitting excellent comments and feedback on the draft state plan.



## H. Rivada Networks

Five presenters introduced themselves to the LA-RICS Board from Rivada Network.

Senior Vice President Chris Moore introduced himself, followed by former New York Commissioner Greg Kelley, Communications Director Peter Campbell, Deckle Galley and Head of Financial Planning Eduardo Sanchez, all provided brief information on their respective backgrounds. Senior Vice President Chris Moore asked the JPA Board of Directors to review the Senate Commerce Subcommittee Meeting where FirstNet's response to the questions raised regarding who the contract is with? FirstNet responded that the contract is with FirstNet and AT&T. Rivada encouraged the Board to support the release of an RFP.

Deckle Galley stated that the public safety spectrum is worth billions of dollars therefore, make sure you are getting the full value for your spectrum. Nobody should be charging you for what belongs to you. Not all radio spectrum is the same. LA-RICS has the best spectrum because many individuals worked very hard to get the spectrum. FirstNet decided to go with a Sole Source with AT&T. He thinks the state will make a wise decision by issuing an RFP to embrace competition to see what you can get for your spectrum. If the state opts-out, you are not cutting ties with FirstNet you are just opting to do a bottom-up solution rather than a top-down solution. You will still be under the FirstNet umbrella but you would be taking a different direction. If you decide to go with an RFP you will be joining 11 states and two of those states have voted to proceed with RFP's. We expect about 30 states to submit RFPs. California is one of the largest states and therefore very important. Rivada responded to the RFI process for LA-RICS and we have already mapped out California at 30-meter resolution which was one of the requirements for the FirstNet RFP and Rivada Network was the only respondent that met that requirement, it is costed, modeled and we have bonding and it is ready for your review. We do not include deployables in coverage because they are not a day-to-day use only when your network is down. Rivada Network has the patent for Ruthless preemption. We believe that over the term of the contract, there will be cash and incline value to the state and taxes of about \$4.5 billion in value flowing back to the state. If you put out an RFP, you will have more options with vendors to consider than just the Rivada Network. Senior Vice President Chris Moore concluded Rivada Networks presentation by complimenting LA-RICS staff for their accomplishment with Public Safety.

Director Gialamas stated the Rivada presentation was really focused on an educational piece to get the Board to understand the complexity of the state issues and what competition is out there. Board Member Alexander stated he appreciates Rivada's presentation, if this Board is going to make a recommendation we should hear from AT&T as well. Director Gialamas stated that he thinks it is extremely important that we are educated as to what is out there such as Rivada's model because if the State opts-out that presents a completely new factor for LA-RICS.



Alternate Board Member Geiger stated he would also like to hear from other market participants. Alternate Member Geiger stated he is certain Counsel and staff will ensure that we have fair and balanced informational packets before us if we are asked to make an endorsement with Cal OES going forward.

**(DIRECTOR GIALAMAS STATED CLOSED SESSION WILL BE TAKEN  
OUT-OF-ORDER)**

**XI. CLOSED SESSION REPORT**

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

The Board entered Closed Session at 10:25 a.m., and returned to open session at 10:39 a.m. Counsel Moore reported that the Brown Act does not require a report. The Board then proceeded to Administrative Matters.

**VIII. ADMINISTRATIVE MATTERS (I-J)**

**I. APPROVE AMENDMENT NO. 28 TO AGREEMENT NO. LA-RICS 007 FOR  
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM –  
LAND MOBILE RADIO SYSTEM**

Contracts Manager Jeanette Arismendez presented to the Board Agenda Item I and requested that the Board take the following actions:

1. Make the following findings:
  - a. Find that an approval of the changes necessary to reflect the reconciliation of one (1) LMR System Site (Bald Mountain [BMT]) to align with the updated LMR System Design is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at BMT, 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, and categorically exempt under CEQA pursuant to Guidelines section 15301 (existing facilities), 15303 (new construction or conversion of small structures) and 15304 (minor alterations to land).
2. Approve Amendment No. 28 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect the following:



- a. Reconciliation of one (1) LMR System Site to align with the updated LMR System Design for a cost increase of \$868,771.
- b. Make changes necessary to incorporate LMR Change Order Modifications for a cost increase in the amount of \$31,487.
3. Authorize an increase to the Maximum Contract Sum by \$900,258 from \$296,161,640 to \$297,061,898 when taking the cost increases into consideration.
4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 28.
5. Delegate authority to the Executive Director to execute Amendment No. 28, in substantially similar form, to the enclosed Amendment (Enclosure).

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

Ayes 10: Chidester, Ortiz, Alexander, Nunley, Curley, Geiger, Bundesen, Gialamas, Haberle, and Perez.

#### **MOTION APPROVED**

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

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

It is recommended that the Los Angeles Regional Interoperable Communications System Authority (Authority) approve the enclosed Fiscal-Year 2017-18 Proposed Operating Budget of \$63,931,000 to be utilized for the continued operation of the Authority.

Board Member Alexander asked how we are seeking members' contribution. Are we still on hold or will we be seeking member contributions in FY 17-18? Administrative Deputy Orellana referred the Board members to footnote 2, which states that member funded JPA operations, LTE Admin costs, LTE O&M and LMR Admin costs would be in accordance with the adopted funding plan and provided by the County of Los Angeles as a loan for Fiscal-Year 2017-2018. We will not be billing members in 2017-2018 but we do plan bring to the Finance Committee and subsequently to your Board a Member Billing Policy decision to commence billing members in FY 2018-2019. Director Gialamas stated we are still pending a decision by the County regarding



repayment of loan provided to date, whether it will be forgiven, if not the term of the repayment with discussions regarding repayment being at least 20 years or longer, in addition to looking at non-member billing and whether or not loan could be absorbed by fees paid by non-member users of the System. Board Member Alexander stated another issue is pending is how we will treat non-members who opted out, in particular the contract cities. The Adopted Funding Plan reflects zero administrative costs to contract cities, will that be adjusted? Director Gialamas stated we do not have an answer to that yet.

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

Ayes 10: Chidester, Ortiz, Alexander, Nunley, Curley, Geiger, Bundesen, Gialamas, Haberle, and Perez.

**MOTION APPROVED**

**IX. MISCELLANEOUS – NONE**

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

Board Member Alexander asked that staff develop a program calendar regarding policy items that need to be in place as the project is implemented. Executive Director Edson stated he will have staff prepare a summary, while in parallel the Board's standing Committees such as Technical and Operations review and discuss policies and procedures as well as guidelines that need to be in place for LA-RICS operations. Board Member Chidester stated that she thought we gave Delegated Authority to the Executive Director for certain policies, and suggested that the policies be defined or listed for the Board's information. Board Member Alexander gave the deployment at the Rose Parade as an example, whereby Pasadena as a member wasn't charged for use of the system, however with upcoming major events there may be interest by non-members to use the system and we need a policy in place for the same. Staff will report back as requested.

**XI. ADJOURNMENT and NEXT MEETING:**

Thursday, September 7, 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.

## Executive Summary

September 7, 2017

### LTE Update

Below are the remaining activities associated with PSBN

- SCE COW completion – Power and final fiber is being tested for connectivity for all SCE COWs excluding SCESTUD.
- Closeout documents – Review complete on site close-out binders.
- Multiple technical meetings occurring with AT&T and FirstNet to determine how LA-RICS will be included in FirstNet. Talks are continuing.
- We are actively involved with the State of California FirstNet process and are participating in the State review of the FirstNet plan.
- Our LTE network is built to “public safety grade” based on requirements gathered by the FirstNet Public Safety Advisory Committee (PSAC) and with significant input from the National Public Safety Telecommunications Council (NPSTC).
- The LA-RICS team is continuing to communicate that it will not accept nothing less than the public safety grade data network we have today, and that the LA-RICS should be absorbed as part of any network, and will work with the State, FirstNet and AT&T to that end. We asked FirstNet/AT&T to identify current and future sites built to public safety grade.
- We asked the Governor to issue a RFP as soon as possible so we have something to compare to the AT&T plan, and we requested he make no opt in decision without ensuring assumption of our entire LTE network and our recommendation.
- Additionally, since we are the largest 24/7 Band 14 network and a great test bed for FirstNet and AT&T when it comes to roaming between the networks, interoperability, credentialing, provisioning, and so much more; we continue to offer our knowledge and expertise to the State, FirstNet and AT&T during this plan review and discussions.

### LMR Update

- Zoning Drawing – 19 Sites, 8 of which are approved to proceed to 50%
- 50% Construction Drawings – 23 Sites, 17 in development for 75%
- 75% Construction Drawings – 3 Sites, 1 of which are approved to proceed to 100%
- 100% Construction Drawings (Building Permit Submitted) – 4 sites, 2 of which have been submitted for Building Permit review
- Building Permit Received – 12 Sites
- Active Sites (Construction and/or Equipment Installs) & Locations
  - FCCF - 1320 Eastern Ave.
  - HPK - (Northern Angeles, overlooking Palmdale)
  - Airport - Courthouse (APC) – (Junction of I-105 and I-405)
  - Compton Courthouse Building (CCB) – Compton
  - MLM – Mira Loma Detention Facility - Lancaster
  - LDWP243 - (Junction of I-5 and CA-14)
  - BMT - (Angeles, overlooking CA-138 and I-5)
  - Foltz Criminal Courthouse (CCT) – Downtown
  - LASD Temple Station (LASDTEM) – Temple City
- Sites Complete through Phase 2 (constructions and modification complete) = 10
  - Phase 3 (telecom install complete), Phase 4 (telecom implemented)

**AGENDA ITEM B**



<b>LA-RICS GRANT STATUS</b>					
<b>Grant</b>	<b>Award</b>	<b>Costs Incurred</b>	<b>Invoiced / Paid</b>	<b>Remaining Balance</b>	<b>Performance Period</b>
UASI 12	\$18,263,579	\$18,263,579	\$18,263,579	\$-	3/31/17
UASI 13	\$13,744,067	\$5,552,883	\$-	\$8,191,184	3/31/18
UASI 14	\$4,997,544	\$4,997,544	\$4,997,544	\$-	7/31/17
UASI 16	\$5,240,456	\$1,688,044	\$-	\$3,552,412	5/31/19
UASI 17	\$34,763,780	\$-	\$-	\$-	Not yet awarded
UASI 18	\$35,000,000	\$-	\$-	\$-	Not yet awarded
UASI 19	\$35,000,000	\$-	\$-	\$-	Not yet awarded
BTOP	\$120,117,137	\$-	\$112,119,936	\$7,997,201	9/30/20

<b>STATUS OF PSBN AGENCY ONBOARDING</b>		
<b>Agency</b>	<b>Onboarding Status</b>	<b>Number of Units Installed/Demo Kit/SIM cards Received</b>
LASD	Installations in progress.	506
LACoFD	Installations in progress.	294
Inglewood PD	Private Access Point Name (APN) configuration in progress.	8
Claremont PD	Private Access Point Name (APN) configuration in progress.	2
Bell PD	Private Access Point Name (APN) configuration in progress.	2
Covina PD	2 VML routers configured, provisioned, delivered and installed.	2
UCLA Health	Private Access Point Name (APN) configuration in progress.	1
Health Services / EMS	Portable hotspot kits are tested, final packaging needed for delivery underway.	2
El Segundo Fire & PD	ELFD installing two routers.	2
Signal Hill PD	Additional routers requested from AT&T. AT&T has indicated that they will provide additional routers with AT&T priority service	0
La Verne PD & FD	Follow up to determine if they will install LARICS routers.	
Azusa PD	No longer interested in Demo Kit	0
Irwindale	Coverage test conducted that shows good coverage	1
Sierra Madre PD & FD	Demo Kits picked up and results reviewed. Follow up in mid-September to determine if they want to install LA-RICS routers.	2

**AGENDA ITEM B**

# 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 and allow individuals and agencies to focus on accomplishing their mission with the tools necessary to provide excellent service to their 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 76 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. 65  
For August, 2017  
Submitted August 31, 2017**

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## LTE-1 UPDATES

### Site/Civil/Closeout

- The remaining nine (9) SCE COW's are in civil construction including fiber connectivity which is completed and awaiting final power delivery at Studebaker sub-station (SCESTUD) to be delivered mid-September. The final cleanup of the compounds where the sites reside is ongoing, to be completed at the end of September, including weed abatement, signage and other minor tasks. The SCE engineers are currently testing the fiber ring to flush out any miscellaneous items to assure the back haul (BH) is ready. Final commissioning and integration of all nine (9) sites is scheduled for completion by end of September. The Office of The Statewide Health and Planning Department (OSHDP) has completed their review of the proposed site changes and approved the necessary building permit (BP) for LACUSC on May 11th. Authority has received final BP's and a request was sent from the Jacobs PM team to MSI requesting a schedule for construction start and completion for review. The redesign of the two (2) sectors of antennas including coax and cable trays is to provide a more efficient use of the roof top at the hospital. Construction for this re-design is expected to start in mid-October.
- Each of the 63 sites has received the Close-out books which are required to meet the documentation requirements of the Contract. MSI has provided to the Authority all 75 site books, submitted on 7-3-17. The project management team has completed their review of all documentation. The remaining collection of documents is scheduled to be completed by the end of September. The system book has been delivered by MSI to the Authority. It is expected that MSI has provided all of the critical documentation for all sites but in the event this material is missing, MSI has agreed to monetize those outstanding documents.

### Network/Acceptance Test Plans (ATPs)

- The Network is completing final Acceptance Test Plans (ATPs) after the completion of the R11 upgrade. Now that we have received the permit from Cal Trans and the power construction has been completed MSI will begin the site commissioning and integration process in late September for all 9 SCE COWs. These 9 sites will provide the benefits of RF coverage and capacity in these key locations for the PSBN Network.

### Operations/Governance

The LA-RICs Operations team is holding meetings three (3) times a week to focus on the following:

1. Manage and Govern MSI
2. Ensure PSBN operational performance
3. Ensure internal LA-RICS operational aspects are in place
4. Develop and Implement Policies
5. Govern Change Management

The weekly Operations meetings are scheduled as follows:

- **Tuesdays - Network Fault and Performance:** (Joint LA-RICs and MSI meeting) The session provides updates and resolutions for Network deficiencies, trouble tickets including system alarms occurring throughout the Radio Access Network (RAN) as well as the Core. This one (1) hour meeting focuses on reviewing and examining all incidents identified during the past week that affect and determine Service Level Agreements (SLAs) and KPIs. Areas of operational performance governance include trouble identification, sectionalization, resolution including processes and activities MSI could improve to effectively manage the network.
- **Wednesday - Internal Operations Meeting:** This internal meeting encompasses a pool of objectives formulated to address internal functional and resource structures, assignments, process and procedures as well as strategies to govern MSI and work through their deficiencies. Included are progress reports on daily functions, change management as well as updates on assigned action items.
- **Thursday - Process Improvements, Policy and Governance:** The team (Joint LA-RICS and MSI meeting) meets once a week to discuss Governance and resources focused on improving MSI processes specifically targeted towards alarms, trouble ticketing including Radio Access Network (RAN) and Core upgrades and functionality.

### Special Events

- Discussions surrounding special events have been focused on the La Verne Day at the Fair scheduled to take place September 13, 2017. Meetings are taking place to align goals expectations for the event prior to on site testing.
- Upcoming events include the West Hollywood Halloween Carnival in West Hollywood and New Years Day Rose Bowl Parade.

## LTE-2 UPDATES

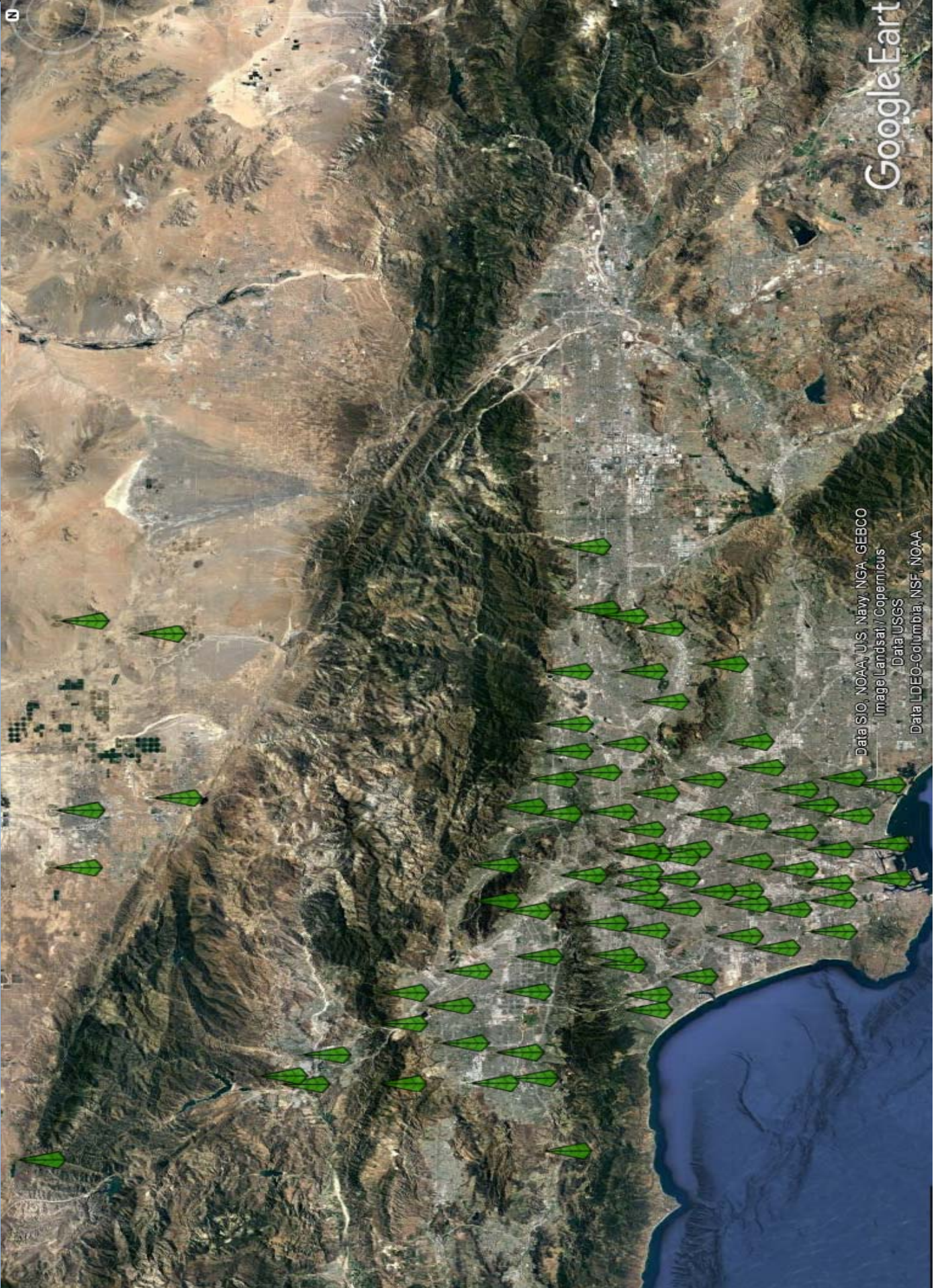
### LTE-2

- The LTE Round 2 program progressed with a decision and approval to proceed from NTIA on 3 of the 5 objectives provided for the Round 2 program. The three approved objectives are:
  1. Rapid Response Vehicles
  2. Interconnection of the Public Safety Enterprise Network (PSEN)
  3. Testing and Verification Center

The Operations team, led by Televate is currently working on details and information regarding the three objectives gathering quotes for the Rapid Response Vehicles (RRV) and the Public Safety Enterprise Network (PSEN) to be provided by MSI. The test and verification center has yet to take shape but currently under discussions.



**LTE-1 SITES**



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



# LMR UPDATES

## Environmental Update

- Attended teleconferences with FEMA and CalOES on July 20 and August 3.
- Submitted the EMIS 6a group packages to FEMA on July 19.
- Continued to work with Pyramid and FCS on their environmental compliance documents and reporting plans and requirements including supporting presentation of WEAP trainings. Reviewed their pre-construction forms and weekly, and daily compliance reports
- Submitted a Section 106 compliance addendum letter for site LEPS to SHPO on Aug 18.
- Continued visits to LMR sites.

## Permitting Support

- Jacobs continues to review MSI's work and meet weekly with MSI to support MSI's developing and adhering to a P6 schedule for individual coastal development permit (CDP) submittal packages for sites included in the Santa Catalina Island, Santa Monica Mountains, and City of Malibu Local Coastal Plans (LCPs). This effort includes review of MSI-submitted zoning and construction parameters (e.g., proposed tower heights and other site design features) to verify these are consistent with Authority requirements and compliant with each applicable LCP, and directing MSI to modify design drawings as appropriate to meet program needs.
- Jacobs continues to drive the submittal of the Proposal and SF 299 application (SUP) packages for proposed construction and operations of LMR sites on the ANF. Jacobs continues to meet weekly with MSI to drive MSI in completing an LMR system design compliant with the ANF's Land Management Plan that meets system needs, and is working with MSI in developing a P6 schedule associated with successful Proposal and SUP submissions. Jacobs and Authority staff continue to meet with key ANF staff on a twice-monthly basis.

## Budget

- Jacobs and MSI are currently working through contractual True-up for all remaining sites Phases 2-4. The seven sites brought before your Board on April 6th were approved. Each site, and the corresponding changes in price based on the process, will be brought to this Board for consideration and contract approval.

## Site/Civil

Construction efforts have been completed on a handful of LMR sites including stacking of towers, concrete foundations for both shelters and generators, building of rooms in Courthouse penthouses, and the installation of lines and antennas on numerous sites. Other permit reviews recently completed by the local jurisdiction or the State have yielded additional permits allowing those sites to begin Phase 2 (Construction) as well keeping site progress on schedule. As indicated below, a group of site construction drawings are being reviewed and approved on a weekly basis providing the required pool of sites for future submittals and permits.

The LMR Radio Frequency (RF) System Design is on-going and at times very dynamic with updates and changes supporting the network microwave design. The base RF Voice layers are complete from a design perspective although there may be tweaks to individual sites based on tower heights. MSI initial review of the Backhaul design including all field path studies have been completed except for San Pedro Hill (SPH). All gathered data is currently under review by MSI engineers. MSI and the Authority met to review findings and any lingering issues. Several sites are still under consideration for exact location due to backhaul availability.

MSI efforts to complete drawings and submit sites into the jurisdiction for building permits are on-going. Fourteen (15) building permit applications (PHN, BMT, HPK, LDWP243, LASDTEM, FCCF, APC, CCB, CCT, PLM, MLM, MVS, ONK, LARICSHQ, and CLM) have been submitted and approvals have been received for twelve (12) of the fourteen sites. Below is an update of the remaining LMR sites and the status or phase of which the drawings are in. As of 08/25/2017 twelve LMR Building Permit Applications have been approved and construction is underway on ten sites.

- 51 each 50% CD's have been received for review and approval by the authority as of 08/25/2017.
- 20 each 75% CD's have been received for review and approval by the authority as of 08/25/2017.
- 15 each 100% CD's have been received for review and approval by the authority as of 08/25/2017 of which 14 of them have been submitted to respective jurisdictional agencies for review and Building Permit issuance.
- With the addition of INDWT (City of Industry Water Tank site) as a replacement for the OLI (Olinda) site, Jacobs is now tasked with obtaining SAA's for 17 LMR sites. SAA's for the remainder sites are being processed by LA County CEO-RED.
- As of 08/25/2017 twenty three (23) executed SAA's are in place.

# LMR SITES





# LMR Summary Schedule by Phase

Data Date 19-Aug-17

Summary

Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish	2016			2017			2018			2019			2020			2021			2022					
							J	J	J	A	J	J	J	A	J	J	J	A	J	J	J	S	J	J	J	S	J	A	J	J
<b>Total</b>		1906	1252	34.31%	09-Nov-15 A	14-Jun-22																								
LMR Phase 1		1098	444	59.56%	09-Nov-15 A	09-May-19																								
LMR Phase 2		812	588	27.59%	29-Sep-16 A	27-Nov-19																								
LMR Phase 3		752	528	29.79%	29-Sep-16 A	04-Sep-19																								
LMR Phase 4a (Site)		828	604	27.05%	29-Sep-16 A	19-Dec-19																								
LMR Phase 4b ( SI )		1492	1252	16.09%	07-Sep-16 A	14-Jun-22																								



## **Monthly Report #48**

**Reporting Period: 7/22/17 thru 8/23/17**

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

**Motorola Solutions, Inc.**



***MOTOROLA SOLUTIONS***

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## 1. Executive Summary

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

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

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

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

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

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

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

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

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

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



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

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

On December 2, 2016 the Authority issued **NTP 20** authorizing Phase 2-4 work at two (2) sites; and specified pre-installation acceptance testing for DTVRS, ACVRS, LARTCS, NMDN, and final core staging and SOT Prep.

On December 19, 2016 the Authority issued **NTP 21** authorizing specified Work related to Phases 2-4 for Six (6) LMR sites; all remaining work in Phase 2-4 at one (1) site; and all work related to ACVRS equipment in Phase 3 for six (6) sites.

On January 12, 2017 the Authority Board of Directors approved **Amendment 24** reconciling the following five (5) LMR System Sites (CLM, LACFDEL, LARICSHQ, WMP, WTR) to align with the updated System Design.

On March 2, 2017 the Authority Board of Directors approved **Amendment 25** reconciling the following six (6) LMR System Sites (AGH, VPK, BMT, CRN, MVS, and ONK) to align with the updated System Design. This Amendment also acknowledges three (3) sites (BHS, DPW38, and RPV1) into the scope of Phases 2, 3, and 4 to align with the updated LMR System Design.

On March 31, 2017 the Authority issued a Supplemental **NTP 21** authorizing specified Work related to Phases 2-4 for Seven (7) LMR sites (AGH, CRN, MVS, ONK, TPK, VPK, and LDWP243).

On April 6, 2017 Authority Board of Directors approved **Amendment 26** reconciling the following seven (7) LMR System Sites (BUR1, JPK2, LPC, MDI, MML, MTL2, and PRG) to align with the updated System Design. This Amendment also acknowledges one (1) site (LAN) into the scope of Phases 2, 3, and 4 to align with the updated LMR System Design.

On June 1, 2017 Authority Board of Directors approved **Amendment 27** reconciling the following two (2) LMR System Sites (FRP and PLM) to align with the updated System Design. This Amendment also includes two (2) sites (BKK and UCLA) into the scope of Phases 2, 3, and 4 to align with the updated LMR System Design.

On August 3, 2017 Authority Board of Directors approved **Amendment 28** reconciling one (1) LMR System Site (BMT) to align with the updated System Design.

**This report covers the period from 7/22/17 thru 8/23/17**

During this reporting period associated Phase 1 tasks were performed to include A&E activities, system redesign, frequency planning, site scope reviews, Site Access Agreement drawings, backhaul/microwave

path surveys, and Environmental Reviews. A&E activities included site walks, site sketch development, site surveys, and development of the Zoning Drawings, geotechnical plans, and Construction Drawings.

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, Spectrum Fingerprinting and Noise Floor Monitoring process review, and incorporation of system redesign parameters into the construction drawing process. MSI is utilizing the Design of Record dated 9/6/16 with its subsequent updates to support the site True-Up process as well as information as it is refined and determined weekly. MSI and the Authority continue to refine the backhaul design and have identified areas of concern and their corresponding solutions.

### **Site Design Activities**






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

### **LA-RICS Deliverables - Authority Site Access Agreements**

Authority's efforts to develop and execute the applicable Right of Entry and Site Access Agreements for the required sites in the LMR design are ongoing. This activity is primarily being driven by the Authority's Site Access Team in conjunction with LA County CEO Real Estate Division. As of this reporting period 24 (out of 60) 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.

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

LMR Project Dashboard			
Category	Rating	Change	Comments
Schedule			Revisions to the baseline schedule for all phases (1-4) are reviewed weekly. A&E drawing progress is still slow but is being followed and tracked on a weekly basis. MSI and the Authority continue to see slips in individual site schedules that impact its overall Program schedule due to delays in A&E drawings, Building Permit Submissions, and construction starts, Site Access Agreement, and Change Order approvals. Individual site environmental approvals may impact geotechnical investigations. These delays continue to negatively impact the schedule.
Quality			The construction drawing, review, and approval process continues to be challenging. Corrective actions continue to be put into place. The Authority and MSI will continue to work together to identify additional means to shorten this process. MSI will continue with improvements to its quality control processes and cycle 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. Change Order processes are in place and being discussed and reviewed weekly with MSI, Jacobs, and the Authority.
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.

## 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
---------------	-----------------

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

## 2.2 Tasks Planned for Next Period

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

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

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

Activity Name	Activity Status
<b>Site Construction</b>	
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Going
Site Construction & Site Monitoring (where applicable)	On Going
Site Construction Inspection Approvals	On Going
Site Construction – (PHN/BMT/HPK/FCCF/LDWP243/LASDTEM/APC/CCB/CCT/MLM)	On Going

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

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

Activity Name	Activity Status
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreement	On Going
LA-RICS Provides Access to Core Sites	On Going
FEMA Environmental Site Approvals & Construction Waivers	On Going
Review and Approve Zoning and Construction Drawings	On Going
Notice To Proceed for applicable sites	On Going
<b>Environmental Review &amp; Documentation (Authority)</b>	
Additional Sites for Consideration Environmental Reviews	On Going
<b>LMR System Redesign</b>	
Review and Approve Redesign baseline site parameters & redesign sections	On Plan to Finish
Contract True-up of site designs and equipment for each site	On Going
<b>Site Design</b>	
Schedule Access for the Development A&E Activities at Selected Sites	On Going
Review and Approve Site Sketches	On Going
Review and Approve Zoning Drawings	On Going
Review and Approve Geotechnical Boring Plans	On Going
Review and Approve Construction Drawings	On Going
Review and Approve Building Permit Packages	On Going

Activity Name	Activity Status
<b>Site Construction</b>	
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Going
Site Construction & Site Monitoring (where applicable)	On Going
Site Construction Inspection Approvals	On Going
Site Construction - (MLM/MMC/MVS/OAT/ONK/TPK)	Started

### 3. Project Risk Register

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

## 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 25)	\$166,508,943
Cumulative Invoice Payments from Last Report	\$ 63,160,431
Total Invoice Payments This Period	\$ -
Remaining Amount to be Paid	\$103,348,512

## 7. LA-RICS Master Schedule

Schedule review meetings are held weekly. 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)



## **Monthly Report - #42**

**Reporting Period: 7/22/17 thru 8/23/17**

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

**Motorola Solutions, Inc.**



***MOTOROLA SOLUTIONS***

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## 1. Executive Summary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On August 31, 2016 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.

On December 23, 2016 the Authority issued **NTP 36** authorizing Motorola to upgrade the Authority’s Deployable Vehicle, System on Wheels (SOW) to support upcoming events.

On March 20, 2017, the Authority and MSI executed **Amendment 20** to reflect the relocate of certain equipment (towers, generator fuel tanks, tower hardware, etc) from the SCE Mesa Substation to the County of Los Angeles Fire Department’s Del Valle Training Facility.

On March 20, 2017, the Authority and MSI executed **Amendment 21** to extend the Warranty Period on a month-to-month basis, at no additional cost; with the first month commencing on April 1, 2017 and expiring on April 30, 2017.

On March 23, 2017 the Authority issued **NTP 37** authorizing Motorola to relocate certain equipment (towers, generator fuel tanks, tower hardware, etc) from the SCE Mesa Substation to the County of Los Angeles Fire Department’s Del Valle Training Facility.

On April 13, 2017, the Authority and MSI executed **Amendment 22** to create one (1) Access Point Name (APN) for a minimum of four (4) agencies.

On April 13, 2017, the Authority and MSI executed **Amendment 23** to extend the Warranty Period until May 31, 2017, at no additional cost.


On April 18, 2017 the Authority issued **NTP 38** authorizing Motorola to create one (1) Access Point Name (APN) for four (4) of the Authority’s member agencies from a pool of six (6) member agencies.





On May 18, 2017, the Authority and MSI executed **Amendment 24** to exercise the first one-year Option Term for Maintenance Work under Phase 5 (PSBN Maintenance), commencing on June 1, 2017 and expiring on May 31, 2018; replace Exhibit A (Statement of Work), in particular Task 9 (Public Safety Enterprise Network Services) with new verbiage .

On May 31, 2017 the Authority issued **NTP 39** authorizing Motorola to proceed with one-year of Maintenance Work under Phase 5 (PSBN Maintenance), commencing on June 1, 2017, and expiring on May 31, 2018, unless sooner terminated or extended, in whole or in part.

**This report covers the period from 6/22/17 thru 7/21/17.**

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

PSBN Project Dashboard			
Category	Rating	Change	Comments
Schedule			The project schedule is complete (other than the closeout items Motorola has agreed to complete during the maintenance phase).

Quality		No quality issues at this time.
Risk		Maintenance Agreement payments rejected due to scope/contract issues. Resolution has been identified and MSI and the Authority are working to update the contract.
Scope		Nothing new to report.
Budget		Authority has not yet authorized payment for excess equipment that was ordered by Authority and delivered prior to any stop work notices.

## 2. Project Status

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

### 2.1 Tasks In-Progress and Completed

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

Activity Name	Activity Status
<b>LA-RICS Deliverables</b>	
Construction, Power & Fiber for 9 SCE COW Sites	In Progress
<b>Site Construction &amp; Site Modification (Phase 2)</b>	
Permit Clear for Applicable LTE Sites (1 LACUSC)	In Progress
Reconfiguration of Antennas at LACUSC	In Planning
<b>System Implementation (Phase 4)</b>	
COW Sites Install, Configuration, Commissioning / Test	In Progress
Complete re-installation of all equipment at LACUSC	In Planning
<b>Overall Project Closeout</b>	
Completion of documentation submissions (Fixed Sites)	Complete
Completion of documentation submissions (COW Sites)	In Progress
<b>Warranty - Start of Maintenance</b>	
Year One Maintenance Agreement	In Progress

### 2.2 Tasks Planned for Next Period

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

Activity Name	Planned Status
<b>LA-RICS Deliverables</b>	
Construction, Power & Fiber for 9 SCE COW Sites	In Progress

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

Activity Name	Start
<b>LA-RICS Deliverables</b>	
Construction, Power & Fiber for 9 SCE COW Sites	In Progress
Construction, Power & Fiber for 9 SCE COW Sites	In Progress
<b>MSI Deliverables</b>	
Completion of documentation submissions (COW Sites)	In Progress
Reconfiguration of Antennas at LACUSC	

## 3. Project Risk Register

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

Title	Assigned	Impact	Risk Description	Status
None				

## 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
M1-1	Missed Payment for 1 <sup>st</sup> Month of Maintenance Agreement	Authority and MSI have agreed to capture maintenance scope changes in a change order, formalize/execute the change order. MSI to resubmit invoice which the Authority has agreed to pay.
M1-2	Missed Payment for 2 <sup>nd</sup> Month of Maintenance Agreement	Authority and MSI have agreed to capture maintenance scope changes in a change order, formalize/execute the change order. MSI to resubmit invoice which the Authority has agreed to pay.

## 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
-----------------------------------	------------------	-----------------



Dispute / Claim / Potential Claim	Status / Actions	Resolution Date
Missed Payment for 1 <sup>st</sup> Month of Maintenance Agreement	Authority and MSI have agreed to capture maintenance scope changes in a change order, formalize/execute the change order. MSI to resubmit invoice which the Authority has agreed to pay upon mutual agreement of the specifications.	9/1/2017
Missed Payment for 2nd Month of Maintenance Agreement	Authority and MSI have agreed to capture maintenance scope changes in a change order, formalize/execute the change order. MSI to resubmit invoice which the Authority has agreed to pay upon mutual agreement of the specifications.	9/1/2017

## 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.

<b>PSBN Invoice Payment Category</b>	<b>Invoice Payment Totals</b>
PSBN Contract Sum Full Payable Amount (Phases 1-4)	\$ 102,159,509
Cumulative Invoice Payments from Last Report	(\$ 82,524,376)
Total Invoice Payments This Period	(\$ 448,340)
Remaining Amount to be Paid	\$ 19,186,793

## 7. LA-RICS PSBN Project Schedule

Submitted this month under separate cover.



# LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON  
EXECUTIVE DIRECTOR

September 7, 2017

To: LA-RICS Authority Board of Directors

From: Scott Edson   
Executive Director

## OUTREACH UPDATE

The purpose of this discussion item is to update your Board on the status of outreach activities pertaining to the LA-RICS 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>Meeting with representatives from LASD Contract Law</i>	July 26, 2017
<i>CalFRN Board of Directors Meeting</i>	August 2, 2017
<i>Meeting with representatives from the Sanitation District</i>	August 7, 2017
<i>UASI Approval Stakeholder Group Meeting</i>	August 21, 2017
<i>Meeting with representatives from the City of Pasadena</i>	August 22, 2017
<i>Mutual Link Presentation</i>	August 24, 2017
<i>Meeting with representatives from CEO Real Estate Division</i>	August 24, 2017

Executive Director Scott Edson and Administrative Deputy Susy Orellana-Curtiss met with members of the Los Angeles Sheriff's Department (LASD) Contract Law Division to discuss LA-RICS' Funding Plan.

Executive Director Edson participated in the California First Responder Network (CalFRN) Board of Director's Monthly Meeting. The Assistant Director of CalFRN updated the Board on the State Plan Review Meetings.

Executive Director Edson and Jacobs Program Manager Chris Odenthal met with representatives of the Los Angeles County Sanitation District to discuss possible use of their site for an LMR Tower.

**AGENDA ITEM E**

Executive Director Edson attended via a conference call the Urban Area Security Initiative (UASI) Approval Stakeholder Group Meeting to discuss UASI grant funding opportunities since Motorola is discontinuing parts and service for one of their portable radio models.

Members of the LA-RICS Technical Team met with representatives from the City of Pasadena to discuss options for an LMR Tower.

Representatives from Mutual Link provided a presentation to LA-RICS staff on their capabilities to provide emergency response communication technology across multiple Critical Infrastructure and Key Resource entities (CIKR).

Lastly, members of LA-RICS met with representatives from the CEO Real Estate Division to discuss site acquisition for Catalina Island sites.

WST:pl



**LOS ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM AUTHORITY**

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SCOTT EDSON  
 EXECUTIVE DIRECTOR

September 7, 2017

To: LA-RICS Authority Board of Directors

From: Scott Edson  
 Executive Director

**PSBN ONBOARDING UPDATE**

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

STATUS OF PSBN AGENCY ONBOARDING		
Agency	Onboarding Status	Number of Units Installed/Demo Kit/SIM cards Received
LASD	Installations in progress.	506
LACoFD	Installations in progress.	294
Inglewood PD	Private Access Point Name (APN) configuration in progress.	8
Claremont PD	Private Access Point Name (APN) configuration in progress.	2
Bell PD	Private Access Point Name (APN) configuration in progress.	2
Covina PD	2 VML routers configured, provisioned, delivered and installed.	2
UCLA Health	Private Access Point Name (APN) configuration in progress.	1
Health Services / EMS	Portable hotspot kits are tested, final packaging needed for delivery underway.	2
El Segundo Fire & PD	ELFD installing two routers.	2
Signal Hill PD	Additional routers requested from AT&T. AT&T has indicated that they will provide additional routers with AT&T priority service.	0
La Verne PD & FD	Follow up to determine if they will install LARICS routers.	
Azusa PD	No longer interested in Demo Kit.	0
Irwindale	Coverage test conducted that shows good coverage	1
Sierra Madre PD & FD	Demo Kits picked up and results reviewed. Follow up in mid-September to determine if they want to install LA-RICS routers.	2



Active engagement continued with an emphasis on connecting agency applications through a private Access Point Name (APN) thus replacing the use of the generic LA-RICS APN. Configurations underway for Inglewood Police Department (PD), Bell PD, UCLA Health and Claremont PD. Engagement also continues for interested agencies via demonstrations, providing test Demo Kits, and technical coordination meetings with the participation of the Los Angeles County Sheriff's Department (LASD) and the County of Los Angeles Fire Department (LACoFD).

To be responsive to agency needs, LA-RICS is creating portable hotspot kits for the Department of Health / Emergency Medical Services. These kits will enable personnel to use any vehicle when providing communications at a mass gathering event. These events can be spontaneous or planned, but in either case, commercial wireless networks tend to be saturated. This is a high value capability for County of Los Angeles Department of Health Services (DHS) / Emergency Medical Services (EMS).

Last month, UCLA Health successfully completed the connection of their applications over the LA-RICS APN using a dynamic IP address. This month the focus changes to setting up a private APN dedicated to each agency so they can manage their PSBN traffic over their own dedicated APN.

For selected special events, LA-RICS is supporting and working with selected vendors for proof-of-concept demonstrations and mitigation of coverage issues and a rapid mobilization of deployable cells.

Lastly, the LA-RICS Team continued weekly engagement with all Member agencies to facilitate their use of the PSBN and planning is underway for the West Hollywood Carnival and Rose Bowl activities.

WST:pl





# 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>

SCOTT EDSON  
EXECUTIVE DIRECTOR

September 7, 2017

To: LA-RICS Authority Board of Directors

From: Scott Edson  
Executive Director

## LA-RICS POLICIES

The purpose of this discussion item is to update your Board on LA-RICS policies enacted to date (Enclosure) as well as provide a list of policies projected for Committee(s) recommendation and subsequently Board consideration and approval. The table below provides a list of projected items staff identified as requiring future action by your Board. This list will be updated to reflect other items, as needed.

Policy Items Requiring Committee / Board Action	Committee
<i>LMR System Management Policy</i>	Tech/Ops
<i>Migration Plan Policy</i>	Tech/Ops
<i>Revision to Special Events Deployment Policy</i>	Tech/Ops
<i>Federal Repurposing of Un-deployed Equipment</i>	Finance
<i>Security Policies (PSBN and LMR)</i>	Tech/Ops
<i>Member /Subscriber Rates (LMR and PSBN)</i>	Finance
<i>Repayment of Member Contribution Loan</i>	Finance
<i>Billing Services (Members, Subscribers, Cost Recovery Agreements, etc.)</i>	Finance
<i>Program Revenue</i>	Finance
<i>Contract Cities Cost Factors (Adopted Funding Plan)</i>	Finance
<i>Return of Members &amp; Impact on Subscription Rate</i>	Finance

SOC:pl



**Los Angeles Regional Interoperable  
Communications System (LA-RICS) Authority**

**Enacted Policies**

	<b>Policy No.</b>	<b>Policy Title</b>
1.	<a href="#">001-2008</a>	Establishment of LA-RICS Joint Powers Authority (JPA) <b>Board Meeting Date: August 19, 2008</b> <i>Included adoption of the JPA Agreement</i>
2.	<a href="#">002-2009</a>	LA-RICS Conflict of Interest Code <b>Board Meeting Date: May 21, 2009</b> <i>Included approval of the LA-RICS Conflicts of Interest Code (with code reviewing body approval on June 16, 2009), Revised on February 7, 2013, to add certain designated positions for reporting and compliance purposes (with code reviewing body approval on October 15, 2013).</i>
3.	<a href="#">003-2009</a>	LA-RICS Brown Act Adherence <b>Board meeting date: July 2, 2009</b> <i>Included affirmative statement the LA-RICS Authority will follow the Brown Act requirements for public meetings, communications, etc.</i>
4.	<a href="#">004-2010</a>	LA-RICS Bylaws <b>Board Meeting Date: February 4, 2010; Rev. April 2, 2015.</b> <i>Included adoption of the LA-RICS Bylaws as well as revision to allow for uncontested seats for At-Large and Alternate Director vacancies to be filled by a majority vote of the Board of Directors.</i>
5.	<a href="#">005-2010</a>	LA-RICS Use of Participating Member Agency Personnel <b>Board Meeting Date: March 4, 2010; Rev. October 7, 2010</b> <i>Included approval of staffing LA-RICS management positions with personnel/employees of a large participating agency assigned under contractual agreement to the Authority, revised on October 7, 2010, via approval of a template Agreement and MOU for use by the Authority to obtain services from County of Los Angeles for staffing of the LA-RICS project.</i>
6.	<a href="#">006-2010</a>	LA-RICS Public Meeting Protocols <b>Board Meeting Date: April 1, 2010; Rev. August 4, 2011</b> <i>Established protocols for public meetings. Revised on July 7, 2011, to set criteria and procedures for placing items on the next meeting agenda.</i>
7.	<a href="#">007-2010</a>	LA-RICS Fiscal Manual <b>Board Meeting Date: August 5, 2010, Rev. January 5, 2012, Rev. August 1, 2013</b> <i>Adoption of the LA-RICS Fiscal Manual amended on January 5, 2012, and August 1, 2013, increasing the delegated authority limits for the Executive Directors' approval for payment of invoices.</i>

	<b>Policy No.</b>	<b>Policy Title</b>
8.	<a href="#">008-2010</a>	LA-RICS Procurement and Contracting Procedures <b>Board Meeting Date: August 5, 2010</b> <i>Adoption of the Fiscal Manual included adoption of the County of Los Angeles mode for procurement and contracting policies and procedures.</i>
9.	<a href="#">009-2013</a>	LA-RICS Insurance Guidelines <b>Board Meeting Date: June 19, 2013</b> <i>Approved becoming a member of the California Joint Powers Insurance Authority (CJPIA) as well as designating a representative on their Board.</i>
10.	<a href="#">010-2013</a>	LA-RICS Oversight Committee <b>Board Meeting Date: September 5, 2013</b> <i>Authorizing the Chair of the Board to establish an Oversight Committee to monitor change orders, amendments, completion of tasks, etc. as it relates to the LA-RICS LMR System Contract.</i>
11.	<a href="#">011-2013</a>	LA-RICS Federal Agency Cost Reimbursement Guidelines for PSBN <b>Board Meeting Date: December 5, 2013</b> <i>Delegated authority to the Executive Director to enter into cost recovery agreements with Federal agencies for any costs related to the processing of applications, conducting environmental analysis that may be required for construction or O&amp;M of the PSBN.</i>
12.	<a href="#">012-2014</a>	Guidelines for the Loan of LA-RICS LMR User Equipment <b>Board Meeting Date: May 28, 2014; Rev. July 7, 2016</b> <i>Delegated Authority to the Executive Director to enter into Memorandum of Understanding (MOU) to loan Authority-owned User Equipment to member agencies. Revision on July 7, 2016, modified the template MOU to include loan of equipment to first and secondary responders as well as other agencies to use the LMR Early Deployment System, as well as language regarding the risks and limitations associated with the LMR Early Deployment System.</i>
13.	<a href="#">013-2015</a>	LA-RICS Federal Agency Cost Reimbursement Guidelines for LMR <b>Board meeting Date: November 5, 2015</b> <i>Delegated authority to the Executive Director to enter into cost recovery agreements with Federal agencies for any costs related to the processing of applications, conducting environmental analysis that may be required for construction or O&amp;M of the Land Mobile Radio System.</i>
14.	<a href="#">014-2016</a>	LA-RICS Radio Service Guidelines/Hold Harmless Agreements <b>Board Meeting Date: May 5, 2016</b> <i>Delegating authority to the Executive Director to enter into Hold Harmless Agreements with Users to enable Authority Personnel to program, diagnose, troubleshoot, and/or repair Users own or loaned public safety radio(s) and/or radio accessories on a gratis basis.</i>

## **AGENDA ITEM G - ENCLOSURE**

	<b>Policy No.</b>	<b>Policy Title</b>
15.	<a href="#">015-2016</a>	<p>Guidelines for the Loan of LA-RICS PSBN Devices  <b>Board Meeting Date: July 7, 2016</b>  <i>Delegated authority to the Executive Director to enter into MOU with agencies, first and/or secondary responders to loan Authority purchased PSBN Devices for use on the PSBN.</i></p>
16.	<a href="#">016-2017</a>	<p>LA-RICS Special Events Deployment Policy  <b>Board Meeting Date: February 2, 2017</b>  <i>Delegated Authority to the Executive Director to approve participation by LA-RICS in special and/or pre-planned events for Members, with members/nonmembers responsible for direct costs associated with staff costs incurred in support of the event as well as other direct costs.</i></p>
17.	<a href="#">017-2017</a>	<p>LA-RICS Ministerial Permit Application Process  <b>Board Meeting Date: May 4, 2017</b>  <i>Delegated authority to the Executive Director to sign ministerial permit applications and/or related permits needed to enable site construction and the implementation, operation and maintenance of the LMR system.</i></p>
18.	<a href="#">018-2017</a>	<p>LA-RICS No-Cost Agreement Policy  <b>Board Meeting Date: June 1, 2017</b>  <i>Delegated authority to the Executive Director to enter into Agreements to Accept Loan of Certain Equipment, Goods, and/or Services that do not exceed \$100K in value with certain companies for purposes of accepting the loan of equipment, goods, and/or services on a gratis basis for testing and evaluating compatibility and functionality of the PSBN and/or LMR Early Deployment System. Report quarterly to the Board regarding executed Agreements.</i></p>





**LOS ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM AUTHORITY**

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SCOTT EDSON  
EXECUTIVE DIRECTOR

September 7, 2017

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

Dear Directors:

**APPROVE AMENDMENT NO. 29 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. 29 to revise Agreement No. LA-RICS 007 (Agreement) to contemplate the inclusion of one (1) Land Mobile Radio (LMR) System Site in the scope of Phases 2, 3, and 4; and incorporation of LMR Change Order Modifications; resulting in an increase to the Maximum Contract Sum in the amount of \$1,202,393.

**RECOMMENDED ACTIONS**

It is recommended that your Board:

1. Make the following findings:
  - a. Find that the inclusion of one (1) LMR System Site (Pomona Courthouse [POM]) into Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising of the Unilateral Options to align with the updated LMR System Design is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at this one (1) site. The LMR activities at Site POM was previously found by your Board to be statutorily exempt from review under California Environmental Quality Act (CEQA) pursuant to Public Resources

**AGENDA ITEM H**

Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System (LA-RICS) project, and any leased circuit work that may occur outside of Site POM, if needed to provide network connectivity to the LMR System, were previously found by your Board to be categorically exempt under CEQA pursuant to Guidelines section 15301 (existing facilities), 15303 (new construction or conversion of small structures) and 15304 (minor alterations to land).

2. Approve Amendment No. 29 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect the following:
  - a. Inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,170,471.
  - b. Make changes necessary to incorporate LMR Change Order Modifications for a cost increase in the amount of \$31,922.
3. Authorize an increase to the Maximum Contract Sum by \$1,202,393 from \$297,061,898 to \$298,264,291 when taking the cost increases into consideration.
4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 29.
5. Delegate authority to the Executive Director to execute Amendment No. 29, in substantially similar form, to the enclosed Amendment (Enclosure).

## **BACKGROUND**

The Authority continues to work closely with Motorola Solutions, Inc. (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.

With respect to the LMR Change Order Modifications contemplated in Amendment No. 29, Authority staff, including its consultants, and the LMR Contractor, Motorola have reviewed and negotiated each claim, including the associated costs, for each change order. The changes presented in Amendment No. 29 benefit the LMR project and are required for the completion of the LMR System. LMR change orders are considered for a variety of reasons and reflect items that were not originally considered in the contract



or are performed in order to ratify an agreement between the Authority and its Contractor, Motorola, regarding work to be performed.

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

Approval of the recommended actions will find certain changes at a site previously found to be exempt from the CEQA to be within the scope of the previously approved environmental documents and findings. As a result of the membership opt outs and redesign efforts to date, it is necessary to reconcile the Work and equipment at the POM LMR System Site.

It is necessary to include the change order modifications contemplated in Amendment No. 29, for work previously not contemplated in the site design. The work includes, but is not limited to, providing labor and construction equipment during other than normal working hours, tower mapping and painting, dispersive wave testing, and testing for the abatement and remediation of asbestos and lead. As construction continues to progress, approval of certain change order modifications may be necessary to address and continue construction activities that are above Motorola's originally contemplated scope.

### **FISCAL IMPACT/FINANCING**

The activities contemplated in Amendment No. 29 will increase the Maximum Contract Sum by \$1,202,393 from \$297,061,898 to \$298,264,291 when considering the cost increases, and shall be fully reimbursed by the Urban Areas Security Initiative (UASI) grant.

### **ENVIRONMENTAL DOCUMENTATION**

As the CEQA lead agency, the Authority previously determined on December 12, 2016, that design, construction, implementation, operation, and maintenance of LMR System infrastructure at one (1) LMR System Site POM 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. In connection with this approval, the Authority also determined that leased circuit work that may occur outside of Site POM as needed to provide connectivity to the LMR System is categorically exempt under CEQA pursuant to CEQA Guidelines section 15301 (existing facilities), 15303 (new construction or conversion of small structures), and 15304 (minor alterations to land). Approval of reconciliation to align with the updated LMR System Design for Site POM is 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. 29.

Upon the Board's approval of the recommended actions for this Amendment No. 29, the Authority will file a Notice of Exemption (NOE) for POM with the County Clerk in accordance with Section 15062 of the State CEQA Guidelines.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Authority's counsel has reviewed the recommended actions.

**CONCLUSION**

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

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

JA:rf:pl

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Enclosure

c: Counsel to the Authority

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

**Recitals**

This Amendment Number Twenty-Nine (together with all exhibits, attachments, and schedules hereto, "Amendment No. 29") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of September \_\_\_\_\_, 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; with no change to the Maximum Contract Sum.

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; with no change to the Maximum Contract Sum.

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 by \$1,285,230, 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 by \$1,169,047, 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 by \$20,240, 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 by \$68,146, 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 by \$5,177,051, 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 by \$3,671,006, 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 Number 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 Number 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 Number 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 Number 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 Number 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 Number 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 Number 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 Number 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 Number 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 Number 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 Number 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 Number 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 Number Twenty-Three, effective December 21, 2016, to make changes necessary to (a) include four (4) LMR System Sites and all Work and equipment associated with these sites into Phase 1 (System Design) to be contemplated in the LMR System for a cost increase in the amount of \$36,068; (b) exercise the respective Unilateral Options all Phase 1 (System Design) Work pertaining to the four (4) LMR System Sites; (c) purchase certain Radio Equipment to be used with Authority's User Equipment for a cost increase in the amount of \$948; (d) increase the Maximum Contract Sum by \$39,016 from \$286,427,066 to \$286,466,082, when taking the cost increases into consideration; and (d) make other certain changes as set forth in Amendment No. 23.

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

The Agreement has been previously amended in Amendment Number Twenty-Five effective March 20, 2017, to make changes necessary to reflect (a) the reconciliation of five (5) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$330,670; (b) the inclusion of three (3) LMR System Sites into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral

Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$4,684,205 (c) increase the Maximum Contract Sum by \$4,353,535 from \$288,845,314 to \$293,198,849, when taking the cost increase and decrease into consideration; and (d) make other certain changes as set forth in Amendment No. 25.

The Agreement has been previously amended in Amendment Number Twenty-Six, effective April 13, 2017, to make changes necessary to reflect (a) the reconciliation of seven (7) LMR System Sites to align with the updated LMR System Design for a cost increase in the amount of \$2,336,048; (b) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$64,744 (c) increase the Maximum Contract Sum by \$2,400,792 from \$293,198,849 to \$295,599,641, when taking the cost increase into consideration; and (d) make other certain changes as set forth in Amendment No. 26.

The Agreement has been previously amended in Amendment Number Twenty-Seven, effective June 1, 2017, to make changes necessary to reflect (a) the reconciliation of two (2) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$355,410 (b) the inclusion of two (2) LMR System Sites into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,439,627 (c) make changes necessary to reflect an administrative reconciliation, a reconciliation related to dropped sites, and a reconciliation related to services performed in Phase 1 for a cost decrease in the amount of \$3,434,574; (d) increase the scope to include all Work necessary to implement an environmental Mitigation Monitoring and Reporting Plan into the LMR program to assess and ensure mitigation measures are met for a cost increase in the amount of \$2,912,356, (e) increase the Maximum Contract Sum by \$561,999 from \$295,599,641 to \$296,161,640 when taking the cost increases and decreases into consideration; and (f) make other certain changes as set forth in Amendment No. 27.

The Agreement has been previously amended in Amendment Number Twenty-Eight, effective August 21, 2017, to make changes necessary to reflect (a) the reconciliation of one (1) LMR System Site to align with the updated LMR System Design for a cost increase of \$868,771 (b) make changes necessary to reflect LMR Change Order Modifications for a cost increase in the amount of \$31,487; (c) increase the Maximum Contract Sum by \$900,258 from \$296,161,640 to \$297,061,898 when taking the cost increases into consideration; and (d) make other certain changes as set forth in Amendment No. 28.

The Authority and Contractor desire to further amend the Agreement to make changes necessary to reflect (a) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of

\$1,170,471 (b) make changes necessary to reflect LMR Change Order Modifications for a cost increase in the amount of \$31,922; (c) increase the Maximum Contract Sum by \$1,202,393 from \$297,061,898 to \$298,264,291 when taking the cost increases into consideration; and (d) make other certain changes as set forth in Amendment No. 29.

This Amendment No. 29 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. 29, 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. 29 refer to sections of the Base Document, as amended by this Amendment No. 29.
2. LMR System Site Inclusion. The parties agree and acknowledge to include one (1) LMR System Sites into the scope of Phases 2, 3, and 4 to align with the updated LMR System Design. The costs associated with the inclusion of this one (1) LMR System Site is included in the relevant portions of Exhibit C (Schedule of Payments). Additionally, pursuant to Section 5.5 of this Amendment No. 28, the detailed costs associated with the inclusion of these sites are contained in Exhibit C.13.1 (LMR System Detailed Cost Summary).

RECONCILIATION OF AN LMR SYSTEM SITE – AMENDMENT 29		
Item No.	Site ID	Site Description
2.1	POM	Pomona Courthouse

3. Exercise of Unilateral Options. As provided in Section 4.1.2.2(c) of the Base Document, Authority has determined in its sole and unilateral discretion to exercise the Unilateral Options for all Work as it relates to one (1) LMR System Site currently contemplated in the Design and reflected in this Amendment No. 29 and Exhibit C (Schedule of Payments) for all Work pertaining to Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), to construct, purchase, and implement this one (1) LMR System Sites. Subject to Section 4.1.2.3 (Notices to Proceed) of the Base Document, the Contractor agrees that it shall, on a timely basis and in accordance with the Agreement, fully perform, provide, complete, and deliver all Work encompassed in such Unilateral Options for Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) Work of the one (1) LMR System Site contemplated in

this Amendment No. 29, in exchange for the amounts set forth in Exhibit C (Schedule of Payments) for such Work.

4. Amendments to the Base Document.

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

8.1.1. The "Maximum Contract Sum" under this Agreement is Two Hundred Ninety-Eight Million, Two Hundred Sixty-Four Thousand, Two Hundred Ninty-One Dollars (\$298,264,291), which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

4.2 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 Ninety-Seven Million, Two Hundred One Hundred Ninety-Nine Thousand, Six Hundred Ninety Dollars (\$297,199,690). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

5. Amendments to Agreement Exhibits.

5.1 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. 29, which is incorporated herein by this reference.

5.2 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. 29, which is incorporated herein by this reference.

5.3 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. 29, which is incorporated herein by this reference.

- 5.4 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. 29, which is incorporated herein by this reference.
  - 5.5 Exhibit C.13.1 (LMR System Detailed Cost Summary), dated July 2017, is deleted in its entirety and replaced with Exhibit C.13.1 (LMR System Detailed Cost Summary), dated August 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.
  - 5.6 Exhibit C.17 (LMR Change Order Modifications) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.17 (LMR Change Order Modifications), attached to this Amendment No. 29, which is incorporated herein by this reference.
6. This Amendment No. 29 shall become effective as of the date identified in the recitals, which is the date upon which:
- 6.1 An authorized agent of Contractor has executed this Amendment No. 29;
  - 6.2 Los Angeles County Counsel has approved this Amendment No. 29 as to form;
  - 6.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 29; and
  - 6.4 The Executive Director of the Authority has executed this Amendment No. 29.
7. Except as expressly provided in this Amendment No. 29, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
8. Contractor and the person executing this Amendment No. 29 on behalf of Contractor represent and warrant that the person executing this Amendment No. 29 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 29, and that all requirements of Contractor to provide such actual authority have been fulfilled.
9. This Amendment No. 29 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-NINE  
TO AGREEMENT NO. LA-RICS 007  
FOR  
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM –  
LAND MOBILE RADIO SYSTEM**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 29 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: \_\_\_\_\_

Scott Edson  
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**

<b>Summary</b>	<b>Unilateral Option Sum</b>	<b>Contract Sum - Full Payable Amount</b>	<b>10% Holdback Amount</b>	<b>Payment Minus 10% Holdback Amount</b>
<b>Phase 1</b> <sup>(Note 1)</sup>	\$ -	\$ 43,491,414	\$ 3,126,924	\$ 40,364,490
<b>Phase 2</b>	\$ -	\$ 44,252,468	\$ 4,315,857	\$ 39,936,611
<b>Phase 3</b>	\$ -	\$ 64,479,156	\$ 5,269,974	\$ 59,209,182
<b>Phase 4</b>	\$ -	\$ 28,937,228	\$ 2,830,351	\$ 26,106,877
<b>SUBTOTAL (Phases 1 to 4):</b>	<b>\$ -</b>	<b>\$ 181,160,267</b>	<b>\$ 15,543,106</b>	<b>\$ 165,617,160</b>
<b>Phase 5 (15 Years)</b>	\$ 55,898,518	\$ -	\$ -	\$ 55,898,518
<b>TOTAL (Phases 1 to 5):</b>	<b>\$ 55,898,518</b>	<b>\$ 181,160,267</b>	<b>\$ 15,543,106</b>	<b>\$ 221,515,678</b>
Bounded Area Coverage Additive Alternate <sup>(Note 1)</sup>	\$ 19,109,375	\$ -	\$ 1,910,937	\$ 17,198,437
Mandatory Building Coverage Additive Alternate	\$ 29,828,448	\$ -	\$ 2,982,845	\$ 26,845,603
Metrorail Coverage Additive Alternate	\$ 4,792,260	\$ -	\$ 479,226	\$ 4,313,034
LMR System Maintenance for Additive Alternates	\$ 19,620,355	\$ -	\$ 1,962,036	\$ 17,658,320
Source Code Software Escrow	\$ 1,304,000	\$ -	\$ 130,400	\$ 1,173,600
LMR Mitigation Monitoring and Reporting Plan		\$ 2,912,356	\$ -	\$ 2,912,356
LMR Change Order Modifications		\$ 63,409	\$ 6,341	\$ 57,068
<b>SUBTOTAL</b>	<b>\$ 130,552,956</b>	<b>\$ 184,136,032</b>	<b>\$ 23,014,891</b>	<b>\$ 288,761,740</b>
<b>TOTAL CONTRACT SUM:</b>	<b>\$184,136,032</b>			
LMR Discounts <sup>(Note 2)</sup>	<b>-\$16,424,696</b>			
<b>MAXIMUM CONTRACT SUM(Total Unilateral Option Sum plus Total Contract Sum):</b>	<b>\$298,264,291</b>			

**Note 1:** The cost for the Project Descriptions for the Bounded Area Coverage only are reflected in Exhibit C.2 (Phase 1 - System Design) as amended and restated in Amendment No. 2., and included (\$173, 110) in Phase 1 Contract Sum - Full Payable Amount. The balance of the remaining Unilateral Option Sum for Bounded Area Coverage Additive Alternate Work is reflected in Exhibit C.7 (Bounded Area Coverage Additive Alternate).

**Note 2:** The total remaining balance of the LMR Discounts applied to the Max Contract Sum will be utilized at the discretion of the Authority.



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

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable <small>(Refer to Site Development Matrix in Exhibit B for further details on the capacity and sizes of site components)</small>	Phase 2 Total						
			Qty.	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Including Project Management	Credits <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 2 <small>(Note 1.3)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
<b>B.2.2</b>		<b>Site Construction</b>							
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 Rock		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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		\$ -	\$ -	\$ -	\$ 7,780	\$ 778	\$ 7,002
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	Encinal1 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	LACF074	FS 74		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	Los Angeles County Fire Departmental Del Valle Training Camp		\$ -	\$ -	\$ -	\$ 536,490	\$ 53,649	\$ 482,841
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	MDI	Mount Disappointment		\$ -	\$ -	\$ -	\$ 770,946	\$ 77,095	\$ 693,851
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	MTL	Mount Lukens		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MTF	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		\$ -	\$ -	\$ -	\$ 739,261	\$ 73,926	\$ 665,335
B.2.2	PSH	Pomona 1620 Hillcrest		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	RDNBPD	Redondo Beach PD		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	RPVE004	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		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable <small>(Refer to Site Development Matrix in Exhibit B for further details on the capacity and sizes of site components)</small>	Phase 2 Total							
			Qty.	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Including Project Management	Credits <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 2 <small>(Note 1.3)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback	
B.2.2	WAD	Walker Drive		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	WMP	Whitaker Middle Peak		\$ -	\$ -	\$ -	\$ 591,434	\$ 59,143	\$ 532,291	
B.2.2	WS1	100 Wilshire		\$ -	\$ -	\$ -	\$ 185,718	\$ 18,572	\$ 167,146	
B.2.2	WTR	Whitaker Ridge		\$ -	\$ -	\$ -	\$ 629,583	\$ 62,958	\$ 566,625	
B.2.2	LAPD077	77TH Street Area Complex		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
B.2.2	LAPDDVN	Devonshire Area station		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
B.2.2	FCCF	L A County Fire Command		\$ -	\$ -	\$ -	\$ 186,715	\$ 18,671	\$ 168,043	
B.2.2	LAPDVDC	Valley Dispatch Center		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Subtotal for Site Construction and Modifications Site Detail</b>				\$ -	\$ -	\$ -	\$ 17,998,466	\$ 1,799,847	\$ 16,198,619	
<b>ADDITIONAL SITES (AMENDMENT NO. 10)</b>										
B.2.2		<b>Site Construction</b>								
B.2.2	APC	Airport Courthouse		\$ -	\$ -	\$ -	\$ 152,578	\$ 15,258	\$ 137,320	
B.2.2	BCHCPRK	Beverly Hills-Coldwater Canyon Park		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
B.2.2	LACF136	FS-136		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
B.2.2	LAHE	LA City Hall East		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
B.2.2	OLI	Olinda		\$ -	\$ -	\$ -	\$ 187,439	\$ 18,744	\$ 168,695	
<b>Subtotal for Additional Sites (Amendment No. 10)</b>				\$ -	\$ -	\$ -	\$ 340,017	\$ 34,002	\$ 306,015	
<b>ADDITIONAL SITES (AMENDMENT NO. 17)</b>										
B.2.2		<b>Site Construction</b>								
B.2.2	AGH	Agoura Hills		\$ -	\$ -	\$ -	\$ 532,096	\$ 53,210	\$ 478,886	
B.2.2	BUR1	Burnt Peak 1		\$ -	\$ -	\$ -	\$ 720,568	\$ 72,057	\$ 648,511	
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)		\$ -	\$ -	\$ -	\$ 760,736	\$ 76,074	\$ 684,662	
B.2.2	GMT	Grass Mountain		\$ -	\$ -	\$ -	\$ 2,021,991	\$ 202,199	\$ 1,819,792	
B.2.2	H-17A	H-17 Helipad		\$ -	\$ -	\$ -	\$ 358,453	\$ 35,845	\$ 322,608	
B.2.2	LARICSHQ	LA-RICS Headquarters		\$ -	\$ -	\$ -	\$ 27,508	\$ 2,751	\$ 24,757	
B.2.2	LASDTEM	Los Angeles County Sheriff's Department Temple Station		\$ -	\$ -	\$ -	\$ 297,580	\$ 29,758	\$ 267,822	
B.2.2	LPC	Loop Canyon		\$ -	\$ -	\$ -	\$ 475,498	\$ 47,550	\$ 427,948	
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		\$ -	\$ -	\$ -	\$ 758,650	\$ 75,865	\$ 682,785	
B.2.2	MTL2	Mount Lukens 2		\$ -	\$ -	\$ -	\$ 818,220	\$ 81,822	\$ 736,398	
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		\$ -	\$ -	\$ -	\$ 212,651	\$ 21,265	\$ 191,386	
B.2.2	PMT	Pine Mountain		\$ -	\$ -	\$ -	\$ 2,027,826	\$ 202,783	\$ 1,825,043	
B.2.2	PWT	Portthead Tank		\$ -	\$ -	\$ -	\$ 402,033	\$ 40,203	\$ 361,830	
B.2.2	VPK	Verdugo Peak County)		\$ -	\$ -	\$ -	\$ 682,724	\$ 68,272	\$ 614,452	
<b>Subtotal for Additional Sites (Amendment No. 17)</b>				\$ -	\$ -	\$ -	\$ 12,309,515	\$ 1,230,952	\$ 11,078,564	
Base.22.3.2		Project Management	Included	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		Performance Bond	1	\$ -	\$ -	\$ -	\$ 193,803	\$ -	\$ 193,803	
		Materials and Labor Bond	Included	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		Total Lease Costs		\$ -	N/A	\$ -	\$ -	\$ -	\$ -	
Base.22.2.2		Builder's Insurance	1	\$ -	\$ -	\$ -	\$ 372,599	\$ -	\$ 372,599	
Base.22.2.1		Liability Insurance (General and Professional)	1	\$ -	\$ -	\$ -	\$ 527,500	\$ -	\$ 527,500	
B.2.2		Phase 2 Completion Acceptance					\$ 8,963,267	\$ 896,327	\$ 8,066,941	
<b>ADDITIONAL SITE (AMENDMENT NO. 21)</b>										
B.2.2		<b>Site Construction</b>								
B.2.2	JPK2	Johnstone Peak - 2		\$ -	\$ -	\$ -	\$ 661,912	\$ 66,191	\$ 595,721	
<b>Subtotal for Additional Site (Amendment No. 21)</b>				\$ -	\$ -	\$ -	\$ 661,912	\$ 66,191	\$ 595,721	
<b>ADDITIONAL SITES (AMENDMENT NO. 25)</b>										
B.2.2		<b>Site Construction</b>								
B.2.2	BHS	Baldwin Hills County					\$ 744,255	\$ 74,426	\$ 669,830	
B.2.2	DPW38	Los Angeles County Department of Public Works Pump Station 38					\$ 746,949	\$ 74,695	\$ 672,254	
B.2.2	RPV1	Rancho Palos Verde					\$ 344,492	\$ 34,449	\$ 310,043	
<b>Subtotal for Additional Site (Amendment No. 25)</b>				\$ -	\$ -	\$ -	\$ 1,835,696	\$ 183,570	\$ 1,652,126	
<b>ADDITIONAL SITE (AMENDMENT NO. 26)</b>										
B.2.2		<b>Site Construction</b>								
B.2.2	LAN	Lancaster		\$ -	\$ -	\$ -	\$ 8,430	\$ 843	\$ 7,587	
<b>Subtotal for Additional Site (Amendment No. 26)</b>				\$ -	\$ -	\$ -	\$ 8,430	\$ 843	\$ 7,587	

## 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>ADDITIONAL SITES (AMENDMENT NO. 27)</b>									
B.2.2		Site Construction							
B.2.2	BKK	BKK Landfill				\$ 313,118	\$ 31,312	\$ 281,806	
B.2.2	UCLA	UCLA (Factor Building)				\$ 420,011	\$ 42,001	\$ 378,010	
<b>Subtotal for Additional Sites (Amendment No. 27)</b>				\$ -	\$ -	\$ -	\$ 733,129	\$ 73,313	\$ 659,816
<b>ADDITIONAL SITES (AMENDMENT NO. 29)</b>									
B.2.2		Site Construction							
B.2.2	POM	Pomona Courthouse				\$ 308,134	\$ 30,813	\$ 277,321	
<b>Subtotal for Additional Sites (Amendment No. 29)</b>						\$ 308,134	\$ 30,813	\$ 277,321	
<b>Total for Phase 2 - Site Construction and Modifications (including Subtotals for Site Detail)</b>				\$ -	\$ -	\$ -	\$ 44,252,468	\$ 4,315,857	\$ 39,936,611

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

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

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

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

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

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable	Equipment Purchase in Phase 1 Credit per Site <small>(Note 1,11,12,13,14,15)</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>B.3.2 to B.3.6</b>		<b>Equipment Delivery</b>										
B.3.2 to B.3.6	BAH	Baldwin Hills	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	BJM	Black Jack Peak	\$ -	\$ 917,609	\$ 198,138	\$ 515,961	\$ 80,765	\$ 28,058	\$ -	\$ 1,740,531	\$ 174,053	\$ 1,566,478
B.3.2 to B.3.6	BMT	Bald Mountain	\$ -	\$ 1,351,696	\$ -	\$ 171,631	\$ 45,509	\$ 36,032	\$ -	\$ 1,604,868	\$ -	\$ 1,604,868
B.3.2 to B.3.6	BRK	Blue Rock	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ -	\$ 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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,252	\$ -	\$ 30,252	\$ 3,025	\$ 27,227
B.3.2 to B.3.6	CPK	Castro Peak	\$ -	\$ 548,134	\$ 318,690	\$ 381,450	\$ 80,765	\$ 51,596	\$ -	\$ 1,380,635	\$ 138,064	\$ 1,242,572
B.3.2 to B.3.6	DPK	Dakin Peak	\$ -	\$ 483,519	\$ 198,375	\$ 427,810	\$ 80,962	\$ 39,604	\$ -	\$ 1,230,270	\$ 123,027	\$ 1,107,243
B.3.2 to B.3.6	ELSGDPD	El Segundo PD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	ENC1	Encinal 1 (Fire Camp)	\$ -	\$ 241,401	\$ -	\$ 79,902	\$ 45,705	\$ 27,363	\$ -	\$ 394,371	\$ 39,437	\$ 354,934
B.3.2 to B.3.6	GRM	Green Mountain	\$ -	\$ 548,134	\$ 231,585	\$ 302,182	\$ 45,708	\$ 64,130	\$ -	\$ 1,191,740	\$ 119,174	\$ 1,072,566
B.3.2 to B.3.6	HPK	Hauser Peak	\$ -	\$ 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	Los Angeles County Fire Departmental Del Valle Training Camp	\$ -	\$ 372,867	\$ 74,338	\$ 85,268	\$ -	\$ 32,590	\$ -	\$ 565,063	\$ 56,506	\$ 508,557
B.3.2 to B.3.6	LAH	LA City Hall <small>(Note 4)</small>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ -	\$ 548,133	\$ 271,717	\$ 381,450	\$ 80,565	\$ 30,684	\$ -	\$ 1,312,551	\$ 131,255	\$ 1,181,296
B.3.2 to B.3.6	MLE	Mount Lee	\$ -	\$ 548,133	\$ 262,589	\$ 391,402	\$ 123,657	\$ 29,482	\$ -	\$ 1,355,262	\$ 135,526	\$ 1,219,736
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	MFL	Mount Lukens	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	MFT	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
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

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

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable		Equipment Purchase in Phase 1 Credit per Site <small>(Note 1,11,12,13,14,15)</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	PHN	Puente Hills	\$ -	\$ -	\$ 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	\$ -	\$ -	\$ 483,223	\$ 144,298	\$ 299,795	\$ 80,565	\$ 54,116	\$ -	\$ 1,061,999	\$ 106,200	\$ 955,799
B.3.2 to B.3.6	PSH	Pomona 1620 Hillcrest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	RDNBPD	Redondo Beach PD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	RHT	Rolling Hills Transmit	\$ -	\$ -	\$ 917,609	\$ 237,432	\$ -	\$ 123,657	\$ 28,417	\$ -	\$ 1,307,116	\$ 130,712	\$ 1,176,404
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 <sup>(Note 9)</sup>	\$ -	\$ -	\$ 483,224	\$ -	\$ -	\$ -	\$ 42,926	\$ -	\$ 526,150	\$ 52,615	\$ 473,535
B.3.2 to B.3.6	SPC	San Pedro Hill	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	SPN	Saddle Peak <sup>(Note 9)</sup>	\$ -	\$ -	\$ 548,134	\$ -	\$ 296,341	\$ 45,189	\$ 30,636	\$ -	\$ 920,299	\$ 92,030	\$ 828,270
B.3.2 to B.3.6	SUN	Sunset Ridge	\$ -	\$ -	\$ -	\$ 205,228	\$ 428,999	\$ 123,333	\$ 35,984	\$ -	\$ 793,544	\$ 79,354	\$ 714,189
B.3.2 to B.3.6	SVP	San Vicente Peak	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	SWP	Southwest Area Station	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	TOP	Topanga Peak <sup>(Note 9)</sup>	\$ -	\$ -	\$ 1,002,900	\$ 231,585	\$ 79,904	\$ 45,708	\$ 39,457	\$ -	\$ 1,399,555	\$ 139,956	\$ 1,259,600
B.3.2 to B.3.6	TPK	Tejon Peak	\$ -	\$ -	\$ 483,224	\$ 144,298	\$ 211,208	\$ 45,708	\$ 43,043	\$ -	\$ 927,481	\$ 92,748	\$ 834,733
B.3.2 to B.3.6	TWR	Tower Peak	\$ -	\$ -	\$ 482,444	\$ 197,515	\$ 423,935	\$ 45,189	\$ 37,676	\$ -	\$ 1,186,760	\$ 118,676	\$ 1,068,084
B.3.2 to B.3.6	VPC	Verdugo Peak (city)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	WAD	Walker Drive	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	WMP	Whittaker Middle Peak	\$ -	\$ -	\$ 482,412	\$ 74,451	\$ 85,265	\$ 45,167	\$ 38,076	\$ -	\$ 725,374	\$ 72,537	\$ 652,837
B.3.2 to B.3.6	WS1	100 Wilshire	\$ -	\$ -	\$ -	\$ 197,561	\$ -	\$ -	\$ 75,330	\$ -	\$ 272,892	\$ 27,289	\$ 245,602
B.3.2 to B.3.6	WTR	Whittaker Ridge	\$ -	\$ -	\$ 482,412	\$ 145,877	\$ 297,675	\$ 45,167	\$ 42,956	\$ -	\$ 1,014,087	\$ 101,409	\$ 912,678
B.3.2 to B.3.6	LAPD077	77TH Street Area Complex	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LAPDDVN	Devonshire Area station	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	FCCF	L.A. County Fire Command	\$ -	\$ -	\$ 548,134	\$ 334,775	\$ 136,826	\$ -	\$ 109,185	\$ -	\$ 1,128,920	\$ -	\$ 1,128,920
B.3.2 to B.3.6	LAPDVDC	Valley Dispatch Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6		FCCF_Core	\$ -	\$ -	\$ 404,329	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 404,329	\$ -	\$ 404,329
B.3.2 to B.3.6		LAPDVDC_Core	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Site Equipment Subtotal</b>			\$ -	\$ -	\$ 18,985,074	\$ 5,578,645	\$ 6,753,530	\$ 1,837,409	\$ 1,425,945	\$ -	\$ 34,580,611	\$ 2,730,582	\$ 31,850,029
<b>ADDITIONAL SITES (AMENDMENT NO. 10)</b>													
B.3.2 to B.3.6		<b>Equipment Delivery</b>											
B.3.2 to B.3.6	APC	Airport Courthouse	\$ -	\$ -	\$ 177,033	\$ -	\$ -	\$ -	\$ 36,176	\$ -	\$ 213,209	\$ -	\$ 213,209
B.3.2 to B.3.6	BCHCPRK	Beverly Hills Coldwater Canyon Park	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	LACFI36	FS 136	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	EAHE	EA City Hall East <sup>(Note 4)</sup>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.2 to B.3.6	OLI	Olinda	\$ -	\$ -	\$ 248,275	\$ 164,079	\$ -	\$ -	\$ 31,324	\$ -	\$ 443,678	\$ 44,368	\$ 399,310
<b>Subtotal for Additional Sites (Amendment No. 10)</b>			\$ -	\$ -	\$ 425,308	\$ 164,079	\$ -	\$ -	\$ 67,500	\$ -	\$ 656,887	\$ 44,368	\$ 612,519
<b>ADDITIONAL SITES (AMENDMENT NO. 17)</b>													
B.3.2 to B.3.6		<b>Equipment Delivery</b>											
B.3.2 to B.3.6	AGH	Agoura Hills	\$ -	\$ -	\$ 546,316	\$ 232,589	\$ 88,027	\$ -	\$ 49,600	\$ -	\$ 916,532	\$ 91,653	\$ 824,879
B.3.2 to B.3.6	BUR1	Burnt Peak 1	\$ -	\$ -	\$ 403,569	\$ 144,298	\$ 296,341	\$ 45,188	\$ 33,298	\$ -	\$ 922,694	\$ 92,269	\$ 830,425
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)	\$ -	\$ -	\$ 404,395	\$ 342,483	\$ 382,524	\$ 80,565	\$ 43,713	\$ -	\$ 1,253,680	\$ 125,368	\$ 1,128,312
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

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

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable		Equipment Purchase in Phase 1 Credit per Site <small>(Note 1,11,12,13,14,15)</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	LARICSHQ	LA-RICS Headquarters	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,252	\$ 3,025	\$ 27,227
B.3.2 to B.3.6	LASDTEM	Temple Station	\$ -	\$ -	\$ 218,743	\$ -	\$ -	\$ -	\$ 43,430	\$ -	\$ 262,173	\$ -	\$ 262,173
B.3.2 to B.3.6	LPC	Loop Canyon	\$ -	\$ -	\$ 176,493	\$ 74,451	\$ 83,473	\$ -	\$ 105,885	\$ -	\$ 440,302	\$ 44,030	\$ 396,272
B.3.2 to B.3.6	LEPS	Lower Encinal Pump Station	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 823,549	\$ 82,355	\$ 741,194
B.3.2 to B.3.6	MIR	Mirador	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 862,212	\$ 86,221	\$ 775,991
B.3.2 to B.3.6	MML	Magie Mountain Link	\$ -	\$ -	\$ 404,395	\$ 144,298	\$ 382,884	\$ 80,565	\$ 89,241	\$ -	\$ 1,101,383	\$ 110,138	\$ 991,245
B.3.2 to B.3.6	MTL2	Mount Lukens 2	\$ -	\$ -	\$ 547,298	\$ 504,306	\$ 299,795	\$ 80,565	\$ 73,460	\$ -	\$ 1,505,422	\$ 150,542	\$ 1,354,880
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	\$ -	\$ -	\$ 177,192	\$ -	\$ -	\$ -	\$ 91,168	\$ -	\$ 672,689	\$ -	\$ 672,689
B.3.2 to B.3.6	PMT	Pine Mountain	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 483,223	\$ 48,322	\$ 434,901
B.3.2 to B.3.6	PWT	Portshead Tank	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 314,877	\$ 31,488	\$ 283,389
B.3.2 to B.3.6	VPK	Verdugo Peak County <sup>(Note 9)</sup>	\$ -	\$ -	\$ 546,316	\$ 232,589	\$ 163,600	\$ 80,565	\$ 49,600	\$ -	\$ 1,072,670	\$ 107,267	\$ 965,403
<b>Subtotal for Additional Sites (Amendment No. 17)</b>			\$ -	\$ -	\$ 4,672,958	\$ 2,135,630	\$ 1,696,644	\$ 447,693	\$ 678,595	\$ -	\$ 13,991,429	\$ 1,235,796	\$ 12,755,633
<b>ADDITIONAL SITE (AMENDMENT NO. 21)</b>													
B.3.2 to B.3.6		<b>Equipment Delivery</b>											
B.3.2 to B.3.6	JPK2	Johnstone Peak - 2	\$ -	\$ -	\$ 403,569	\$ 271,717	\$ 299,795	\$ 80,565	\$ 43,712	\$ -	\$ 1,099,359	\$ 109,936	\$ 989,423
<b>Subtotal for Additional Site (Amendment No. 21)</b>			\$ -	\$ -	\$ 403,569	\$ 271,717	\$ 299,795	\$ 80,565	\$ 43,712	\$ -	\$ 1,099,359	\$ 109,936	\$ 989,423
<b>ADDITIONAL SITES (AMENDMENT NO. 25)</b>													
B.3.2 to B.3.6		<b>Equipment Delivery</b>											
B.3.2 to B.3.6	BHS	Baldwin Hills County	\$ -	\$ -	\$ 1,002,901	\$ 163,066	\$ -	\$ 80,245	\$ 79,826	\$ -	\$ 1,326,038	\$ 132,604	\$ 1,193,434
B.3.2 to B.3.6	DPW38	Los Angeles County Department of Public Works Pump Station 38	\$ -	\$ -	\$ 403,569	\$ 146,308	\$ 297,675	\$ 80,245	\$ 63,231	\$ -	\$ 991,028	\$ 99,103	\$ 891,925
B.3.2 to B.3.6	RPV1	Rancho Palos Verdes	\$ -	\$ -	\$ 177,192	\$ -	\$ -	\$ -	\$ 28,417	\$ -	\$ 205,609	\$ 20,561	\$ 185,048
<b>Subtotal for Additional Sites (Amendment No. 25)</b>			\$ -	\$ -	\$ 1,583,662	\$ 309,374	\$ 297,675	\$ 160,490	\$ 28,417	\$ -	\$ 2,522,675	\$ 252,268	\$ 2,270,408
<b>ADDITIONAL SITE (AMENDMENT NO. 26)</b>													
B.3.2 to B.3.6		<b>Equipment Delivery</b>											
B.3.2 to B.3.6	LAN	Lancaster	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,252	\$ -	\$ 30,252	\$ 3,025	\$ 27,227
<b>Subtotal for Additional Site (Amendment No. 26)</b>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,252	\$ -	\$ 30,252	\$ 3,025	\$ 27,227
<b>ADDITIONAL SITES (AMENDMENT NO. 27)</b>													
B.3.2 to B.3.6		<b>Equipment Delivery</b>											
B.3.2 to B.3.6	BKK	BKK Landfill	\$ -	\$ -	\$ 218,743	\$ 35,341	\$ -	\$ -	\$ 44,353	\$ -	\$ 298,437	\$ 29,844	\$ 268,593
B.3.2 to B.3.6	UCLA	UCLA (Factor Building)	\$ -	\$ -	\$ 240,747	\$ -	\$ -	\$ -	\$ 38,076	\$ -	\$ 278,823	\$ 27,882	\$ 250,941
<b>Subtotal for Additional Sites (Amendment No. 27)</b>			\$ -	\$ -	\$ 459,490	\$ 35,341	\$ -	\$ -	\$ 82,429	\$ -	\$ 577,260	\$ 57,726	\$ 519,534
<b>ADDITIONAL SITES (AMENDMENT NO. 29)</b>													
B.3.2 to B.3.6		<b>Equipment Delivery</b>											
B.3.2 to B.3.6	POM	Pomona Courthouse	\$ -	\$ -	\$ 524,294	\$ 203,198	\$ -	\$ -	\$ 30,252	\$ -	\$ 757,744	\$ 75,774	\$ 681,970
<b>Subtotal for Additional Sites (Amendment No. 29)</b>			\$ -	\$ -	\$ 524,294	\$ 203,198	\$ -	\$ -	\$ 30,252	\$ -	\$ 757,744	\$ 75,774	\$ 681,970
B.3.7		Consoles for LARTCS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 502,275	\$ 50,228	\$ 452,048
B.3.8		Logging Recorder	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,743,216	\$ -	\$ 1,743,216
B.3.9		System Management and Monitoring Subsystem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 445,681	\$ 44,568	\$ 401,113
B.4.6		FCC Licensing <sup>(Note 6)</sup>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.10		Pre-Installation Testing Acceptance - Core Staging for SOT Prep	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.3.10.1.DTVRS		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (DTVRS)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,344,147	\$ 234,415	\$ 2,109,732
B.3.10.1.ACVRs		Pre-Installation Testing Acceptance - Core Staging for SOT Prep (ACVRs)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 746,582	\$ 74,658	\$ 671,924



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

Deliverable/ Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable		Equipment Purchase in Phase 1 Credit per Site <i>(Note 1,11,12,13, 14,15)</i>	DTVRS	ACVRS	LARTCS	NMDN	Microwave	Credits <i>(Note 2)</i>	Total Contract Sum - Total Payable Amount for Phase 3 <i>(Note 1, 3, 8)</i>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.3.10.1.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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Base.22.2.1		Liability Insurance (General and Professional)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 440,691		\$ 440,691
<b>Total for Phase 3 - Supply LMR System Components:</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 26,530,061</b>	<b>\$ 8,494,786</b>	<b>\$ 9,047,644</b>	<b>\$ 2,526,157</b>	<b>\$ 2,326,598</b>	<b>\$ -</b>	<b>\$ 64,479,156</b>	<b>\$ 5,269,974</b>	<b>\$ 59,209,182</b>

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

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

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

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

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

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

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

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

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

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

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

Note 11: Pursuant to Amendment No. Twenty-One, credit in the amount of \$563,761 from CPK was moved to 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.

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

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

Deliverable/ Task/ Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable		Equipment Purchase in Phase 1 Credit per Site <i>(Note 1,11,12,13, 14,15)</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
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Note 15: Pursuant to Amendment No. Twenty-Six, credit in the amount of \$200,000 from BUR1 was moved to DPK, credit in the amount of \$363,761 from BUR1 was moved to ENCI. Credit in the amount of \$285,000 from JPK2 was moved to SUN, credit in the amount of \$440,000 from JPK2 was moved to TWR, and credit in the amount of \$268,165 from JPK2 was moved to WS1. Credit in the amount of \$181,525 from LPC was moved to H-17A. Credit in the amount of \$300,000 from MDI was moved to MIR, credit in the amount of \$600,000 from MDI was moved to PDC, and credit in the amount of \$141,634 from MDI was moved to PWT. Credit in the amount of \$547,298 from MML was moved to BJM. Credit in the amount of \$943,771 from MTL2 was moved to RIH and credit in the amount of \$363,599 from MTL2 was moved to RIH. Credit in the amount of \$480,139 from PRG was moved to PMT.

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

Deliverable/Task /Section No. <i>(Exhibit A, Exhibit B, or Base Document)</i>	Site ID	Deliverable	Phase 4 Total						
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management <i>(Note 1)</i>	Contract Sum - Payable Amount for Phase 4	10% Holdback Amount	Payable Amount Less 10% Holdback	
<b>B.4.2.2</b>		<b>Site Installation Test Acceptance</b>							
B.4.2.2	BAH	Baldwin Hills		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	BJM	Black Jack Peak		\$ -	\$ -	\$ 224,415	\$ 22,441	\$ 201,973	\$ 201,973
B.4.2.2	BMT	Bald Mountain		\$ -	\$ -	\$ 139,685	\$ 13,968	\$ 125,716	\$ 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	\$ 87,862
B.4.2.2	CEP	Century Plaza		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	CLM	Claremont		\$ -	\$ -	\$ 26,062	\$ 2,606	\$ 23,456	\$ 23,456
B.4.2.2	CPK	Castro Peak		\$ -	\$ -	\$ 171,152	\$ 17,115	\$ 154,037	\$ 154,037
B.4.2.2	DPK	Dakin Peak		\$ -	\$ -	\$ 200,523	\$ 20,052	\$ 180,471	\$ 180,471
B.4.2.2	ELSGDPD	El Segundo PD		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	ENC1	Encinal 1 (Fire Camp)		\$ -	\$ -	\$ 86,186	\$ 8,619	\$ 77,568	\$ 77,568
B.4.2.2	GRM	Green Mountain		\$ -	\$ -	\$ 160,697	\$ 16,070	\$ 144,627	\$ 144,627
B.4.2.2	HPK	Hauser Peak		\$ -	\$ -	\$ 169,859	\$ 16,986	\$ 152,873	\$ 152,873
B.4.2.2	JPK	Johnstone Peak		\$ -	\$ -	\$ 0	\$ 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	\$ 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	\$ 38,010
B.4.2.2	LACF099	FS 99		\$ -	\$ -	\$ 0	\$ -	\$ -	\$ -
B.4.2.2	LACF119	FS 119		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF144	FS 144		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF149	FS 149		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF157	FS 157		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACF196	FS 169		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACFCP09	CP-9		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LACFDEL	Los Angeles County Fire Departmental Del Valle Training Camp		\$ -	\$ -	\$ 59,918	\$ 5,992	\$ 53,926	\$ 53,926
B.4.2.2	LAH	LA City Hall		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LBR	Lower Blue Ridge		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LDWP243	DWP Sylmar Water Ladder		\$ -	\$ -	\$ 70,592	\$ 7,059	\$ 63,532	\$ 63,532
B.4.2.2	MAM	Magie Mountain		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MDI	Mount Disappointment		\$ -	\$ -	\$ 210,954	\$ 21,095	\$ 189,858	\$ 189,858
B.4.2.2	MLE	Mount Lee		\$ -	\$ -	\$ 225,470	\$ 22,547	\$ 202,923	\$ 202,923
B.4.2.2	MLM	Mira Loma Facility		\$ -	\$ -	\$ 122,899	\$ 12,290	\$ 110,609	\$ 110,609
B.4.2.2	MMC	Mount McDill		\$ -	\$ -	\$ 177,266	\$ 17,727	\$ 159,539	\$ 159,539
B.4.2.2	MFL	Mount Lukens		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MFF	Mount Thom		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MFW	Mount Washington		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	MVS	Monte Vista (Star Center)		\$ -	\$ -	\$ 74,197	\$ 7,420	\$ 66,777	\$ 66,777
B.4.2.2	OAT	Oat Mountain OAT		\$ -	\$ -	\$ 31,374	\$ 3,137	\$ 28,236	\$ 28,236
B.4.2.2	OMC	Oat Mountain OMC		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	ONK	Oat Mountain Nike		\$ -	\$ -	\$ 201,776	\$ 20,178	\$ 181,598	\$ 181,598
B.4.2.2	PHN	Puente Hills		\$ -	\$ -	\$ 165,029	\$ 16,503	\$ 148,526	\$ 148,526
B.4.2.2	PRG	Portal Ridge		\$ -	\$ -	\$ 148,148	\$ 14,815	\$ 133,333	\$ 133,333
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	\$ 122,964
B.4.2.2	RIH	Rio Hondo		\$ -	\$ -	\$ 151,646	\$ 15,165	\$ 136,481	\$ 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	\$ 106,532
B.4.2.2	SGH	Signal Hill		\$ -	\$ -	\$ 80,521	\$ 8,052	\$ 72,469	\$ 72,469
B.4.2.2	SPC	San Pedro Hill		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	SPN	Saddle Peak		\$ -	\$ -	\$ 129,610	\$ 12,961	\$ 116,649	\$ 116,649
B.4.2.2	SUN	Sunset Ridge		\$ -	\$ -	\$ 143,789	\$ 14,379	\$ 129,410	\$ 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	\$ 128,405
B.4.2.2	TPK	Tejon Peak		\$ -	\$ -	\$ 153,478	\$ 15,348	\$ 138,131	\$ 138,131
B.4.2.2	TWR	Tower Peak		\$ -	\$ -	\$ 179,547	\$ 17,955	\$ 161,592	\$ 161,592
B.4.2.2	VPC	Verdugo Peak (City)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	WAD	Walker Drive		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	WMP	Whitaker Middle Peak		\$ -	\$ -	\$ 90,473	\$ 9,047	\$ 81,426	\$ 81,426
B.4.2.2	WS1	100 Wilshire		\$ -	\$ -	\$ 87,459	\$ 8,746	\$ 78,713	\$ 78,713
B.4.2.2	WTR	Whittaker Ridge		\$ -	\$ -	\$ 129,385	\$ 12,938	\$ 116,446	\$ 116,446
B.4.2.2	LAPD077	77TH Street Area Complex		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	LAPDDVN	Devonshire Area station		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B.4.2.2	FCCF	L.A. County Fire Command		\$ -	\$ -	\$ 215,429	\$ 21,543	\$ 193,886	\$ 193,886
B.4.2.2	LAPVDCE	Valley Dispatch Center		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Phase 4 Subtotals Phase 4 - LMR System Implementation Per Site Detail</b>				\$ -	\$ -	\$ 4,663,649	\$ 466,365	\$ 4,197,284	\$ 4,197,284

**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>ADDITIONAL SITES (AMENDMENT NO. 10)</b>								
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	LACF136	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
<b>ADDITIONAL SITES (AMENDMENT NO. 17)</b>								
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		\$ -	\$ -	\$ 125,813	\$ 12,581	\$ 113,232
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)		\$ -	\$ -	\$ 210,220	\$ 21,022	\$ 189,198
B.4.2.2	GMT	Grass Mountain		\$ -	\$ -	\$ 65,679	\$ 6,568	\$ 59,111
B.4.2.2	H-17A	H-17 Helipad		\$ -	\$ -	\$ 45,737	\$ 4,574	\$ 41,163
B.4.2.2	LARICSHQ	LA-RICS Headquarters		\$ -	\$ -	\$ 26,062	\$ 2,606	\$ 23,456
B.4.2.2	LASDTEM	Los Angeles County Sheriff's Department Temple Station		\$ -	\$ -	\$ 45,805	\$ 4,581	\$ 41,225
B.4.2.2	LPC	Loop Canyon		\$ -	\$ -	\$ 61,062	\$ 6,106	\$ 54,956
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		\$ -	\$ -	\$ 217,932	\$ 21,793	\$ 196,139
B.4.2.2	MTL2	Mount Lukens 2		\$ -	\$ -	\$ 163,524	\$ 16,352	\$ 147,172
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		\$ -	\$ -	\$ 111,498	\$ 11,150	\$ 100,348
B.4.2.2	PMT	Pine Mountain		\$ -	\$ -	\$ 65,679	\$ 6,568	\$ 59,111
B.4.2.2	PWT	Porthead 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)				\$ -	\$ -	\$ 1,928,636	\$ 192,864	\$ 1,735,772
<b>ADDITIONAL SITE (AMENDMENT NO. 21)</b>								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	JPK2	Johnstone Peak - 2		\$ -	\$ -	\$ 147,023	\$ 14,702	\$ 132,321
Subtotal for Additional Site (Amendment No. 21)				\$ -	\$ -	\$ 147,023	\$ 14,702	\$ 132,321
<b>ADDITIONAL SITES (AMENDMENT NO. 25)</b>								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	BHS	Baldwin Hills County		\$ -	\$ -	\$ 118,898	\$ 11,890	\$ 107,008
B.4.2.2	DPW38	Los Angeles County Department of Public Works Pump Station 38		\$ -	\$ -	\$ 163,508	\$ 16,351	\$ 147,157
B.4.2.2	RPV1	Rancho Palos Verdes		\$ -	\$ -	\$ 43,428	\$ 4,343	\$ 39,085
Subtotal for Additional Site (Amendment No. 25)				\$ -	\$ -	\$ 325,834	\$ 32,583	\$ 293,251
<b>ADDITIONAL SITE (AMENDMENT NO. 26)</b>								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	LAN	Lancaster		\$ -	\$ -	\$ 26,062	\$ 2,606	\$ 23,456
Subtotal for Additional Site (Amendment No. 26)				\$ -	\$ -	\$ 26,062	\$ 2,606	\$ 23,456
<b>ADDITIONAL SITES (AMENDMENT NO. 27)</b>								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	BKK	BKK Landfill		\$ -	\$ -	\$ 68,467	\$ 6,847	\$ 61,620
B.4.2.2	UCLA	UCLA (Factor Building)		\$ -	\$ -	\$ 60,771	\$ 6,077	\$ 54,694
Subtotal for Additional Sites (Amendment No. 27)				\$ -	\$ -	\$ 129,238	\$ 12,924	\$ 116,314
<b>ADDITIONAL SITES (AMENDMENT NO. 29)</b>								
B.4.2.2		Site Installation Test Acceptance						
B.4.2.2	POM	Pomona Courthouse		\$ -	\$ -	\$ 104,593	\$ 10,459	\$ 94,134
Subtotal for Additional Sites (Amendment No. 29)				\$ -	\$ -	\$ 104,593	\$ 10,459	\$ 94,134
B.4.1.1.1.5		Consoles	9	\$ -	\$ -	\$ 58,462	\$ 5,846	\$ 52,616
B.4.1.1.1.5		Logging Recorder	1	\$ -	\$ -	\$ 6,496	\$ -	\$ 6,496
B.4.1.1.1.7		System Management and Monitoring Subsystem	1	\$ -	\$ -	-	-	-
B.1.15		Inventory and Maintenance Tracking Subsystem		\$ -	\$ -	-	-	-
B.4.3		Training		\$ -	\$ -	-	-	-
B.4.1.2		Spares and Test Equipment	1	\$ -	\$ -	-	-	-
B.4.2		Acceptance Testing	1	\$ -	\$ -	-	-	-
B.4.2.3		Functional Test Acceptance	1	\$ -	\$ -	\$ 423,142	\$ 42,314	\$ 380,828
B.4.2.4		Special Operational Test Acceptance	1	\$ -	\$ -	\$ 1,375,212	\$ 137,521	\$ 1,237,690

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

Deliverable/Task /Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Phase 4 Total									
			Qty.	Unilateral Option Sum for Site Installation Only	Unilateral Option Sum for Acceptance Including Project Management (Note 1)	Contract Sum - Payable Amount for Phase 4	10% Holdback Amount	Payable Amount Less 10% Holdback				
B.4.2.5		Voice System Testing Acceptance	1	\$	-	\$	528,928	\$	52,893	\$	476,035	
B.4.2.6		Stress Test Acceptance	1	\$	-	\$	105,786	\$	10,579	\$	95,207	
B.4.2.8		Voice Wide Area Coverage Test Acceptance		\$	-	\$						
B.4.2.8.Zone 1		Basin Zone Coverage Test Acceptance	1	\$	-	\$	846,284	\$	84,628	\$	761,656	
B.4.2.8.Zone 2		Northern Desert Coverage Test Acceptance	1	\$	-	\$	740,499	\$	74,050	\$	666,449	
B.4.2.8.Zone 3		Angeles National Forest Coverage Test Acceptance	1	\$	-	\$	634,713	\$	63,471	\$	571,242	
B.4.2.8.Zone 4		Santa Monica Mountains Coverage Test Acceptance	1	\$	-	\$	423,142	\$	42,314	\$	380,828	
B.4.2.8.Zone 5		CA-14 Corridor Coverage Test Acceptance	1	\$	-	\$	423,142	\$	42,314	\$	380,828	
B.4.2.8.Zone 6		Foothills Coverage Test Acceptance	1	\$	-	\$	423,142	\$	42,314	\$	380,828	
B.4.2.8.Zone 7		Catalina Island Coverage Test Acceptance	1	\$	-	\$	317,357	\$	31,736	\$	285,621	
B.4.2.9		Voice Aerial Coverage Test Acceptance	1	\$	-	\$	105,786	\$	10,579	\$	95,207	
B.4.2.10		Voice Waterway Coverage Test Acceptance	1	\$	-	\$	211,571	\$	21,157	\$	190,414	
B.4.2.13		Voice Railway Coverage Test Acceptance	1	\$	-	\$	211,571	\$	21,157	\$	190,414	
B.4.2.14		Voice Freeway Coverage Test Acceptance	1	\$	-	\$	105,786	\$	10,579	\$	95,207	
B.4.2.15		Voice Subscriber Access Test Acceptance	1	\$	-	\$	105,786	\$	10,579	\$	95,207	
B.4.2.17		Voice System Burn-in Test Acceptance	1	\$	-	\$	105,786	\$	10,579	\$	95,207	
B.4.2.18.1		NMDN Throughput Test Acceptance	1	\$	-	\$	528,928	\$	52,893	\$	476,035	
B.4.2.18.2		NMDN Wide Area Coverage Test Acceptance		\$	-	\$						
B.4.2.18.2.Zone 1		Basin Zone Coverage Test Acceptance	1	\$	-	\$	528,928	\$	52,893	\$	476,035	
B.4.2.18.2.Zone 2		Northern Desert Coverage Test Acceptance	1	\$	-	\$	423,142	\$	42,314	\$	380,828	
B.4.2.18.2.Zone 3		Angeles National Forest Coverage Test Acceptance	1	\$	-	\$	423,142	\$	42,314	\$	380,828	
B.4.2.18.2.Zone 4		Santa Monica Mountains Coverage Test Acceptance	1	\$	-	\$	211,571	\$	21,157	\$	190,414	
B.4.2.18.2.Zone 5		CA-14 Corridor Coverage Test Acceptance	1	\$	-	\$	211,571	\$	21,157	\$	190,414	
B.4.2.18.2.Zone 6		Foothills Coverage Test Acceptance	1	\$	-	\$	211,571	\$	21,157	\$	190,414	
B.4.2.18.2.Zone 7		Catalina Island Coverage Test Acceptance	1	\$	-	\$	105,786	\$	10,579	\$	95,207	
B.4.2.18.5		NMDN Data Aerial Coverage Test Acceptance	1	\$	-	\$	105,786	\$	10,579	\$	95,207	
B.4.2.18.6		NMDN Fire Stn & Parking Coverage Test Acceptance	1	\$	-	\$	-	\$	-	\$	-	
B.4.2.18.7		NMDN Freeway Coverage Test Acceptance	1	\$	-	\$	105,786	\$	10,579	\$	95,207	
B.4.2.18.8		NMDN Waterway Coverage Test Acceptance	1	\$	-	\$	211,571	\$	21,157	\$	190,414	
B.4.2.18.9		NMDN Projected Load Test Acceptance	1	\$	-	\$	211,571	\$	21,157	\$	190,414	
B.4.2.18.10		NMDN CAD Baseline System Test Acceptance	1	\$	-	\$	105,786	\$	10,579	\$	95,207	
B.4.2.18.11		NMDN Burn-in Test Acceptance	1	\$	-	\$	105,786	\$	10,579	\$	95,207	
B.4.4.1		Final Migration/Cutover Plan Delivered		\$	-	\$	Included	\$	-	\$	-	
B.4.5		Final System Support Plan Delivered		\$	-	\$	Included	\$	-	\$	-	
B.4.6		Final Disaster Recovery Plan Delivered		\$	-	\$	Included	\$	-	\$	-	
B.4.7		Final Special Event Plans Delivered		\$	-	\$	Included	\$	-	\$	-	
B.4.8/Base.11.2.1		Final LMR System Acceptance		\$	-	\$	-	As provided for in Base.11.2.1	\$	-	\$	-
B.4.9		Final Warranty Plan Delivered		\$	-	\$	Included	\$	-	\$	-	
		Credit for Services Performed in Phase 1	1	\$	-	\$	-	\$	-	\$	-	
		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	
<b>Total for Phase 4 - LMR System Implementation:</b>					<b>\$</b>	<b>-</b>	<b>\$</b>	<b>28,937,228</b>	<b>\$</b>	<b>2,830,351</b>	<b>\$</b>	<b>26,106,877</b>

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

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

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

Note 3: Pursuant to Amendment No. Ten, effective February 17, 2015, Exhibit C.4 (Schedule of Prices - LMR System Implementation) was amended by Amendment No. 10 to reflect the conversion of Unilateral Option Sum to Contract Sum for (a) the conversion of Unilateral Option Sum to Contract Sum for 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.

**SCHEDULE OF PAYMENTS  
EXHIBIT C.17 - LMR CHANGE ORDER MODIFICATIONS**

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
<b>Amendment No. 28</b>					
MSI 003 Revised	OLI	MSI-003 OLI Tower Mapping (Revised)	\$ -	\$ -	\$ -
MSI-007	LDWP243	MSI-007 LDWP243 Additional Structural Analysis for Coverage Enhancement	\$ 2,200	\$ 220	\$ 1,980
MSI-008	LMR	MSI-008 Station B Reprogramming of 700 MHz DTVRS Stations	\$ 9,912	\$ 991	\$ 8,921
MSI-009	AGH	MSI-009 AGH SCE Engineering Fee Reimbursement	\$ 5,634	\$ 563	\$ 5,071
<b>MSI-012</b>	<b>LMR</b>	<b>MSI-012 Site 3D Models per Authority Request BJM, DPK, TWR</b>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>
MSI-015	BUR1	MSI-015 BUR1 SCE Engineering Fee	\$ 3,308	\$ 331	\$ 2,977
MSI-016	BMT	MSI-016 BMT SCE Engineering Fee	\$ 592	\$ 59	\$ 533
MSI-017	MML	MSI-017 MML SCE Engineering Fee	\$ 3,308	\$ 331	\$ 2,977
<b>Amendment No. 28 Subtotal</b>			<b>\$ 24,953</b>	<b>\$ 2,495</b>	<b>\$ 22,458</b>
<b>Amendment No. 29</b>					
<b>MSI-030</b>	<b>APC</b>	<b>MSI-030 Saturday Labor and Crane Cost</b>	<b>\$ 2,405</b>	<b>\$ 241</b>	<b>\$ 2,165</b>
<b>MSI-020R</b>	<b>BKK</b>	<b>MSI-020R Tower Mapping and Painting</b>	<b>\$ 26,225</b>	<b>\$ 2,623</b>	<b>\$ 23,603</b>
<b>MSI-024</b>	<b>BKK</b>	<b>MSI-024 Dispersive Wave Testing</b>	<b>\$ 5,426</b>	<b>\$ 543</b>	<b>\$ 4,883</b>
<b>MSI-XX</b>	<b>POM</b>	<b>MSI-LMR-XX ACM and LCP Testing Services</b>	<b>\$ 4,400</b>	<b>\$ 440</b>	<b>\$ 3,960</b>
<b>Amendment No. 29 Subtotal</b>			<b>\$ 38,456</b>	<b>\$ 3,846</b>	<b>\$ 34,610</b>
<b>TOTAL FOR ALL LMR CHANGE ORDER MODIFICATIONS</b>			<b>\$ 63,409</b>	<b>\$ 6,341</b>	<b>\$ 57,068</b>

**Note 1: The above identified Change Order Modifications have been fully negotiated between the Authority and the Contractor, and the above amounts represent a full and final resolution of all changes contained in those identified Change Order Modifications.**

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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>

SCOTT EDSON  
EXECUTIVE DIRECTOR

September 7, 2017

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

Dear Directors:

**APPROVE A SITE ACCESS AGREEMENT FOR  
LAND MOBILE RADIO SYSTEM SITE**

**SUBJECT**

Board approval is requested to delegate authority to the Executive Director to finalize and execute an agreement substantially similar in form to the Enclosed Site Access Agreement (SAA) with the Judicial Council of California for one site in the Land Mobile Radio (LMR) System.

**RECOMMENDED ACTION:**

It is recommended that your Board:

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

**AGENDA ITEM I**

## **BACKGROUND**

At its May 16, 2013, Board meeting, your Board directed staff to begin negotiations with various jurisdictions for SAAs for the use of specific sites by the Authority for LMR and/or Long Term Evolution ("LTE") broadband communication sites. With respect to LMR, discussions and negotiations with the Judicial Council of California have resulted in the Enclosed SAA, Enclosures 2.

Entering into the proposed SAA with the Judicial Council of California would provide the Authority with a license or sublicense to use a portion of their owned or leased property for use as a LMR communications site. A list of the site covered by the agreement is Enclosed as Enclosure 1. The licensed site would include all necessary space and easements for access and utilities to construct, install, operate, maintain and repair a LMR communications facility.

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

A brief summary of similar relevant provisions with the Judicial Council of California follows below:

Member Agency	Number of Sites	Term	Lease Cost	Zoning Requirements	Ministerial Permitting Cost
POM	1	10 years	Gratis	Exempt	\$3,500.00

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

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

## **FISCAL IMPACT/FINANCING**

There is no fiscal impact.



### **ENVIRONMENTAL DOCUMENTATION**

As the CEQA lead agency, the Authority determined on December 12, 2016, that design, construction, implementation, operation, and maintenance of LMR System infrastructure at site POM is exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the statutory CEQA exemption adopted specifically for the LA-RICS, which exempts these activities as long as they meet certain criteria set forth in the exemption. The Authority also determined on that date that leased circuit work that may occur outside of this site as needed to provide connectivity to the LMR System is categorically exempt under CEQA pursuant to CEQA Guidelines section 15301 (existing facilities), 15303 (new construction or conversion of small structures) and 15304 (minor alterations to land). Approval and execution of a SAA at site POM is 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 SAA.

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

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

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

SE:wst:pl

Enclosures

c: Counsel to the Authority

# SITE DESCRIPTION



**POM (Pomona Court House) Telecommunications Site  
400 Civic Center Plaza  
Pomona, CA 91766**

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code
POM	Pomona Court House	State of California JCC	400 Civic Center Plaza	Pomona	CA	91766

**LA-RICS LMR SITE ACCESS AGREEMENT**

**POMONA COURTHOUSE SOUTH**

**THIS LA-RICS LMR SITE ACCESS AGREEMENT (“Agreement”)** is made and entered into in duplicate original this \_\_\_\_\_ day of \_\_\_\_\_, 2017,

**BY AND BETWEEN**

**JUDICIAL COUNCIL OF CALIFORNIA,**  
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,** LA-RICS Authority was established pursuant to a Joint Powers Agreement dated January 2009 (**“JPA”**) for the purpose of coordinating governmental services to establish a wide-area interoperable public safety communications network commonly known as LA-RICS; and

**WHEREAS,** Owner owns certain real property hereto with a street address of 400 Civic Center Plaza, Pomona, California 91766 more fully described on the exhibit attached hereto as Exhibit A (the **“Real Property”**) and the building located thereon known as the Pomona Courthouse South (the **“Building”**); and

**WHEREAS,** the Building is occupied and used as a trial court facility by the Superior Court of California, County of Los Angeles (the **“Court”**) and for general office purposes by the County of Los Angeles (the **“County”**); and

**WHEREAS,** Owner is willing to permit use of a portion of the rooftop of the Building by the LA-RICS Authority for use as a Land Mobile Radio (**“LMR”**) communication site; and

**WHEREAS,** (a) LA-RICS Authority has retained Motorola (**“LMR Vendor”**) to design, construct, and perform services with respect to a regional interoperable LMR telecommunications system as a part of the LA-RICS; (b) the LA-RICS Authority has retained Motorola (**“LTE Vendor”**) to design and construct a regional interoperable Broadband telecommunications system as a part of the LA-RICS; 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 (the LA-RICS Authority, the LMR Vendor, the LTE Vendor, the LA-RICS Authority’s member agencies and their respective elected and appointed officials, directors,

employees, agents and representatives may hereafter be referred to as the (“**LA-RICS Parties**”); 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 rooftop of the Building 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; LICENSE**

1.01 Owner hereby licenses to the LA-RICS Authority and LA-RICS Authority hereby accepts from Owner on the terms and conditions set forth herein, approximately 1,000 square feet of space on the rooftop of the Building, together with all necessary space and rights for utilities, as depicted on the drawings attached hereto as Exhibit C attached hereto and incorporated herein by this reference (the “**LMR Site**”) to be used solely for the Permitted Activities (defined below).

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 Owner makes no warranty, express or implied, as to the suitability of the LMR Site, the Building or the Real Property for LA-RICS Authority’s use; its physical condition, including the condition and stability of the soils or groundwater on or under any of the Real Property; and the presence of pollutants or contaminants therein.

1.03 LA-RICS Authority, the LMR Vendor, and/or any other agents of LA-RICS Authority identified in writing by the LA-RICS Authority to Owner not less than 48 hours in advance of any attempted access to the Real Property (each an “**Authorized Agent**”) 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 or other legal right of possession of Owner or its successors in the Real Property and Building and covenants and agrees never to assail, contest, or resist said title. It is understood and agreed that LA-RICS Authority, by the acceptance of this Agreement and the grant of rights herein, and by LA-RICS Authority’s use and occupancy of the LMR Site for the sole purpose set forth below and no other, has not acquired and will not acquire at any time in the future any property rights or interest in or to the LMR Site, the Building, or any other part of the Real Property, and LA-RICS Authority does not have nor will it ever obtain any right or claim to the continued use of the LMR Site or any other part of the Real Property beyond those specifically given in and by this Agreement.



1.05 Ownership of the LMR Facility (defined below) and all other alterations, additions, or betterments thereto shall remain with the LA-RICS Authority or with its federal grantor or other agency which could become the successor title holder under applicable LA-RICS grant agreements or other similar documents. The LA-RICS Authority may remove any of its own improvements to the Real Property at any time during the term of the Agreement, and, subject to Sections 9, 10 and 17 below, Owner hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

## **2. PURPOSE AND USE**

2.01 The sole purpose of this Agreement is to allow the LA-RICS Authority to use the LMR Site for the installation, operation, maintenance, and repair of a Land Mobile Radio communication facility. The LA-RICS Authority, the LMR Vendor, and/or any other agents of LA-RICS Authority identified by the LA-RICS Authority in writing not less than 48 hours in advance of any attempted access to the Real Property: (a) subject at all times to the requirements of Section 3 below, shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS Authority's LMR communications system, which consists of the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference (the "**LA-RICS Facility**"), and (b) subject at all times to the access requirements set forth in Section 13 below and Exhibit D, shall be allowed access over, through and across each site comprising the Real Property for ingress to and egress from the LMR Site 24 hours per day, 7 days per week. The LMR Site shall be used only for the purposes authorized by this Section 2.01, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "**Permitted Activities**").

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 Owner's authority to exercise any right or power concerning the utilization of the Real Property or the Building, including without limitation the LMR Site; provided, however, that except as expressly provided in this Agreement, such Owner authority shall not include the exercise of any right or power that would materially interfere with the LA-RICS Facility.

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

3.01 The LA-RICS Authority shall furnish and submit to Owner copies of project plans and specifications (along with any other information reasonably requested by Owner) for the LA-RICS Facility to be constructed at 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 any Owner concerns regarding the proposed plans and to address such concerns prior to implementation of said plans. LA-RICS Authority also agrees to use Owner's structural engineer for structural analysis and design work related

to the LA-RICS Facilities. LA-RICS Authority will be responsible for payment of costs related to use of Owner's structural engineer for the structural analysis and design work attributable to the LA-RICS Facilities in addition to the Plan Review, Permitting, and Inspection Fee (defined below).

3.02 Upon Owner's approval of the final site plan for the LA-RICS Facility at the LMR Site, such final site plan will be deemed incorporated herein by reference as Exhibit C (Site Plan).

3.03 The LA-RICS Authority represents and warrants 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 County's operating mode). Owner and the LA-RICS Authority agree that the LA-RICS Authority will comply with the building code requirements of the governmental authority having jurisdiction over the Real Property and will seek only those governmental approvals that would normally apply to County as an occupant and user of state-owned real property. Notwithstanding the foregoing, the parties agree that their cooperation in addressing any concerns raised by Owner is essential to the success of the LA-RICS project and that accordingly all such concerns will be addressed to Owner's satisfaction throughout the LMR Site plan approval process, as described in this Section 3 (Approvals/Design Review) and in Section 8 (Alterations).

3.04 Prior to the commencement of construction and installation of the LMR Facility, including any and all modifications thereto, and at all times thereafter, LA-RICS Authority will: (i) procure, maintain and comply with all permits, licenses variances, authorizations and approvals required under applicable laws, rules and regulations of the jurisdiction in which the Real Property is located and any other governmental and quasi-governmental authorities having appropriate jurisdiction over the Real Property; (ii) conform to and comply with all applicable laws, rules and regulations, including those of the Federal Communications Commission, all Hazardous Materials (defined below) requirements, all State Fire Marshal Requirements, all marking and lighting requirements of the FAA, and the California Occupational Safety and Health Administration; (iii) provide to Owner copies of all permits, licenses, variances, authorizations and approvals obtained pursuant to this section and all insurance required hereunder; (iv) comply with all screening or other covering requirements that Owner may, in its reasonable discretion, require in order to camouflage or conceal all or any part of the LMR Facility visible from the street level below and that are not otherwise required by the permitting jurisdiction; and (v) comply with the other applicable terms and conditions contained herein, including but not limited, to the interference prohibitions set forth herein.

3.05 Should ministerial permits be required, Owner shall process such permits within its jurisdiction with commercially reasonable diligence. The LA-RICS Authority may perform and obtain, at the LA-RICS Authority's sole cost and expense, engineering

reports, environmental investigations or other tests or reports on, over, and under the Real Property 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 provided that all access to the Real Property required for such reports, investigations and other tests (i) must be scheduled in advance with Owner, (ii) will be subject to the access restrictions and requirements set forth in Section 13 below, and (iii) LA-RICS Authority will repair and restore any damage caused to the Real Property in the course of completing any such reports, investigations or other tests. Owner shall work cooperatively and expeditiously with the LA-RICS Authority to complete review and approval of any project plans and specifications, so as not to delay the design and construction of the LA-RICS Facility.

3.06 Prior to the submission of any plans and specifications by LA-RICS Authority to Owner pursuant to Section 3.01 above or Section 6 below for a construction project for which a permit is required under the applicable building code, the LA-RICS Authority shall pay to Owner a non-refundable fee in the amount of \$3,500 to compensate Owner for the costs of: (i) construction plan review required by this Agreement; (ii) all permit applications if and to the extent Owner is the permitting authority; and (iii) inspection, testing and approvals required or permitted by this Agreement, provided however, that if Owner's costs for (i) through (iii) exceeds \$3,500, LA-RICS Authority will reimburse Owner for those excess costs within 30 days after presentation of an invoice therefor with reasonable supporting documentation (the "**Plan Review, Permitting and Inspection Fee**"). This Plan Review, Permitting and Inspection Fee does not include and is in addition to the LA-RICS Authority obligation to pay the cost of the Owner's structural engineer pursuant to section 3.01 above and all applicable access escort fees pursuant to Section 13 below and Exhibit D (Access Procedures).

#### **4. TERM**

4.01 The initial term ("**Initial Term**") of the Agreement shall commence upon full execution of this Agreement ("**Commencement Date**") and end ten years thereafter, subject to early termination (including without limitation Owner's right to terminate pursuant to Section 28 (Default) hereof, or any options to extend, as set forth in this section).

4.02 LA-RICS Authority shall have the right to extend its rights under the Agreement beyond the Initial Term for two additional successive optional extension terms of five years each on the same terms, covenants and conditions (except as to the number of remaining option terms) as are contained in this Agreement (each, an "**Extension Term**") upon the giving of written notice thereof no less than 120 days prior to the end of the Initial Term or Extension Term then ending, as the case may be.

4.03 Notwithstanding the foregoing, either Party may terminate this Agreement upon the giving of 180 days prior written notice for any reason or for no reason.

## **5. CONSIDERATION**

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

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

Owner shall have the opportunity to review and approve all project plans and specifications for the LA-RICS 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, Owner shall have the right to inspect said equipment and the LMR Site at any time during and after installation upon not less than 24 hours prior written notice to the LA-RICS Authority (except in cases of emergency pursuant to Section 14 hereof) and, at LA-RICS Authority's option, with the right to require an LA-RICS Authority representative to accompany Owner during any such inspection of or access to the LMR Site. The LA-RICS Authority shall not commence installation of equipment or alteration of the LMR Site, or any portion thereof, until Owner has reviewed and approved the plans and specifications as provided in Section 3 above. Owner's review and approval of the plans shall not release the LA-RICS Authority from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The LA-RICS Authority shall be responsible for notifying Owner and all other relevant parties immediately upon discovery of such omissions and/or errors. The LA-RICS Authority shall not cause or permit any change of any equipment installed by the LA-RICS Authority on the 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 Owner has been provided an opportunity to review and approve into such plans and specifications. Owner may, in its sole and absolute discretion, reject any request to approve installation of any new, replacement, or additional equipment or fixture that requires any puncture of the roof, or any other part of the Building's waterproof seal unless the LA-RICS Authority consents to utilizing Owner's designated roofing company so as to maintain any such warranty with respect to such work.

## **7. INSTALLATION**

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

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

7.03 Owner reserves the right, at its expense, to install on the Real Property and Building, including without limitation, within the LMR Site, its own communications shelter, telecommunication equipment, and appropriate tower space for telecommunications and/or microwave (collectively, the "**Owner Facilities**"). LA-RICS Authority and Owner agree to make commercially reasonable efforts at no cost to Owner to resolve any radio frequency interference issues with equipment, transmission, or reception caused by the installation of Owner 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's sole cost and expense, except as may be provided otherwise by other agreements but in no event at any cost or expense to Owner. No debt financing shall be recorded against the courthouse. Following the construction and installation of LA-RICS Authority's infrastructure, shelter, equipment, and related improvements, and subject to Sections 6 and 8 herein, LA-RICS Authority may thereafter, at its sole cost and expense, perform construction, maintenance, repairs, and replacements of its equipment as necessary and appropriate for its ongoing business and subject to Owner's prior approval rights in Sections 3 and 6 above 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. Notwithstanding the foregoing or any other provision of this Agreement, LA-RICS Authority shall not install, remove or replace any fixtures or other equipment from the rooftop of the Building or take any other action whatsoever which could adversely affect the integrity of the watertight seal of the rooftop without the specific prior written consent of Owner, and, in Owner's reasonable discretion, participation in such activity by Owner or Owner's designated contractor all at LA-RICS Authority's sole cost and expense.

7.05 Immediately upon completion of the installation of the equipment comprising the LA-RICS Facility at the LMR Site, and prior to commencement of operation of the LA-RICS Facility, LA-RICS Authority shall provide Owner with written notice thereof ("**Completion Notice**").

7.06 Following delivery of the Completion Notice, LA-RICS Authority shall provide Owner with as-built drawings of the LA-RICS Facility ("**As-Builts**"). Such As-Builts shall include the location of any of LA-RICS Authority shelters, cabinets, grounding

rings, cables, and utility lines associated with LA-RICS Authority use of the 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 business days of receipt of written notice, Owner may cause such As-Builts to be prepared on behalf of LA-RICS Authority and Owner shall assess a fee for such As-Builts, the cost of which shall become immediately due and payable to Owner upon invoice accompanied by supporting documentation of such fee.

## **8. ALTERATIONS**

LA-RICS Authority shall make no renovations, alterations or improvements to the LMR Site, the Building, or the Real Property other than to install, maintain, replace and operate the LA-RICS Facility in accordance with the documentation attached hereto as Exhibits A (Site List), B (Equipment List), and C (Site Plan) and/or as permitted elsewhere herein, without prior written approval by Owner, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2.01 hereof. Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS Authority shall have the right to: (a) make repairs and replacements of “like-kind” infrastructure, shelters, equipment, and/or related improvements after providing notice to Owner and obtaining Owner’s written consent, and (b) perform any alterations or modifications that may be required as a result of FCC rules or regulations, after providing notice to Owner so long as such alterations or modifications do not increase the overall size or weight of the LA-RICS Facility. LA-RICS Authority agrees to submit to Owner, for review, all plans and specifications, working drawings, and other information reasonably required by Owner covering proposed alterations or modifications by LA-RICS Authority as set forth in Sections 3 and 6. All work to be done by LA-RICS Authority shall be performed in accordance with the plans provided to Owner and shall, where required, be subject to inspection by the building inspector having jurisdiction over the Building.

## **9. MAINTENANCE**

9.01 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 30 days written notice from Owner, Owner may perform the work and LA-RICS Authority shall pay the cost thereof upon written demand by Owner.

9.02 LA-RICS Authority shall be responsible for the timely repair of all damage to the LMR Site, the Building, and the Real Property caused by the 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 30 days written notice from Owner, Owner may have repairs made and LA-RICS Authority shall pay the cost thereof upon written demand by Owner.



## **10. CONSTRUCTION STANDARDS**

10.01 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 applicable building code.

10.02 All construction activity must be scheduled so as not to disturb or interfere in any way with Court or County operations in the Building or on the Real Property which LA-RICS Authority acknowledges may require that some or all construction activity be conducted outside of Court business hours. LA-RICS Authority will contact Owner not less than 72 hours prior to commencement of construction activities. All of the access restrictions and escort requirements set forth in Section 13 apply to all construction activities. LA-RICS Authority will permit Owner, its employees, agents, or contractors to inspect the LMR Site and LMR Facility while in the course of construction to conduct inspections, testing, and approvals of the work. The installation work will remain accessible and exposed for inspection until approved by the Owner and/or other jurisdiction having authority for any element of the installation. The Owner shall not be liable for any expense entailed in the removal or replacement of any material or equipment required to allow inspection.

10.03 Notwithstanding the foregoing or any other provision of this Agreement, LA-RICS Authority shall not install, remove or replace any fixtures or other equipment on the rooftop of the Building which would adversely affect the integrity of the rooftop without the specific prior written consent of Owner, and, in Owner's sole and absolute discretion, participation in such removal and restoration of the rooftop by Owner or Owner's designated contractor all at LA-RICS Authority's sole cost and expense provided such costs are commercially reasonable given current industry standards.

10.04 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, Owner shall provide written notice to LA-RICS Authority and allow LA-RICS Authority five business days after receipt of notice to remove such debris. After the expiration of such five-business day period, Owner may cause such debris to be removed and invoice LA-RICS Authority for the reasonable costs of said removal.

## **11. OTHER OPERATIONAL RESPONSIBILITIES**

11.01 As applicable, LA-RICS Authority or its LMR Vendor shall:

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

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

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

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

## 12. RELOCATION

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

(a) the Alternate Site: (i) is substantially similar to LA-RICS Authority’s current LMR Site in size, (ii) is compatible with LA-RICS Authority’s use pursuant to Section 2 hereof, and (iii) meets with the requirements of Public Resources Code 21080.5 to qualify for the statutory CEQA exemption currently used for the LA-RICS Authority project; and (iv) does not interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment;

(b) Owner shall not be required to pay any costs incurred by LA-RICS Authority for relocation of LA-RICS Authority’s equipment from the LMR Site to the Alternate Site;

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

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

12.02 LA-RICS Authority shall have the right to request relocation of the LA-RICS Facility or any portion thereof to an Alternate Site on the Real Property subject to Owner’s prior written consent which may be given or withheld in Owner’s sole and absolute discretion, 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, (iii) does not interfere with any portion of the LA-RICS Facility or the LA-

RICS system or equipment, and (iv) does not interfere with any existing or planned future use of the Real Property by Owner or County, or any third party that either has installed, or has an agreement with Owner to install, communication equipment on the Real Property at the time of LA-RICS Authority's request to relocate to an Alternate Site;

(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 Owner at least six months written notice of the requested relocation.

### **13. ACCESS TO LMR SITE**

Subject to the limitations set forth in this section and Exhibits C and D, Owner hereby grants to the LA-RICS Authority, the LMR Vendor, and any Authorized Agent, a nonexclusive right to use, at its sole risk, during the Initial Term and any Extension Term, the access which serves the LMR Site through the Building on the route shown on the drawing attached hereto as Exhibit C (Access Route). The LA-RICS Authority, on behalf of itself, the LMR Vendor, and any Authorized Agent, acknowledge and accept the present condition of the Access Route on an "as is" basis. All those individuals desiring to access the LMR Site for any purpose must be identified in advance and wear identifying badges at all times when present on the Real Property. No one may enter any non-public area of the Real Property including non-public portion of the Access Route at any time including in response to an emergency without an Owner escort. All those desiring to access the LMR Site for any purpose including all emergency and non-emergency service calls must follow the access procedures outlined in Exhibit D which procedures are subject to reasonable change by Owner from time to time. LA-RICS Authority agrees to pay for such Owner escort for non-emergency and emergency service calls at the rates set forth in Exhibit D which rates are subject to change from time to time.

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

Owner and its authorized agents may access the LMR Site at any time for the purpose of 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 Owner's request to take immediate action to correct any deficiency which threatens Owner's operation 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. Notwithstanding the foregoing, Owner 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 Owner access LA-RICS Authority's equipment cabinets. Owner shall use its best efforts to minimize any inconvenience or disturbance to LA-RICS Authority when entering the LMR Site. LA-RICS Authority shall reimburse Owner within thirty (30) days of receipt of Owner's written request for Owner's actual costs to correct any deficiency that is corrected by Owner pursuant to this Section.

## **15. RADIO FREQUENCY EMISSIONS/INTERFERENCE**

**15.01 No Interference.** LA-RICS Authority shall not use the 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, Court or County or their respective agents, invitees or other licensees or users who may occupy portions of the Real Property at the time this Agreement is entered into. LA-RICS Authority shall be responsible for electromagnetic compatibility of LA-RICS Authority's equipment with existing and future equipment at the Real Property.

**15.02 Interference with Public Safety Systems.** In the event of any interference with any existing or future public safety-related systems, which is caused by LA-RICS Authority's equipment or operations, LA-RICS Authority shall be immediately notified by Owner of such interference. Following such notification, the parties will cooperatively discuss and reach agreement on how such interference will be resolved.

**15.03 Interference with Non-Public Safety Systems.** In the event LA-RICS Authority's operations or equipment causes interference with non-public safety-related systems of Owner, County or Court, written notice of such interference shall be provided to LA-RICS Authority. Following such notification, the parties will cooperatively discuss and reach agreement on how such interference will be resolved. Owner agrees that Owner, County or Court 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 wireless radio transmission and/or reception equipment that is of the type and frequency which will not cause measurable interference with the existing equipment of LA-RICS Authority.

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

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

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

## **16. UTILITIES**

16.01 LA-RICS Authority shall, at its sole cost and expense, cause the installation of any utility service line 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. LA-RICS Authority will cause to be installed a smart sub-meter which will allow utility usage to be monitored and recorded remotely over the internet by Owner and LA-RICS Authority. LA-RICS Authority shall document its monthly usage in kilowatt hours (kWh) and shall pay to Owner in arrears within (30) days following the end of each annual quarter, the amount of Twenty-Five Cents (\$0.25) per kWh for utility costs incurred by Owner from such use (each a **"Utility Charge"**). After the end of each successive 12-month period following the Commencement Date, the Utility Charge shall be increased by Two Cents (\$0.02) per kWh. LA-RICS Authority is responsible for providing documentation of its quarterly electrical power usage in a form that is reasonably acceptable to Owner. Owner shall periodically audit the smart sub-meter and LA-RICS Authority's usage of electricity. Should Owner determine that incorrect information has been provided to Owner concerning LA-RICS Authority's electrical usage, LA-RICS Authority shall reconcile such Utility Charges within thirty (30) days' notice from Owner or LA-RICS Authority shall be in default of the Agreement. LA-RICS Authority represents and warrants that its electrical power usage through the smart sub-meter shall be its only use of electrical power in the Building.

16.02 In the event that normal power is not available, LA-RICS Authority may be permitted at its sole cost and expense to install and operate an emergency generator at the Real Property with prior written approval by Owner as to the design specifications of the emergency generator, location of the emergency generator, and the service runs from the emergency generator to the LA-RICS Facility. The location, installation operation, maintenance and removal of any such emergency generator will be subject at all times to Section 3 of this agreement, and all applicable laws, rules, regulations of any federal, state or county agency having jurisdiction over the Real Property.

## 17. HOLD HARMLESS AND INDEMNIFICATION

LA-RICS Authority agrees to indemnify, defend, save and hold harmless Owner, County, and Court and their respective elected and appointed officers, judicial officers, directors, employees and agents (the “**Owner Parties**”) 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 occupancy and use of the LMR Site and the Access Route 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.

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 gross negligence or willful misconduct of Owner, its agents, officers, employees, and contractors in connection with the performance of Owner’s obligations hereunder.

## 18. INSURANCE

18.01 Without limiting LA-RICS Authority’s obligations to Owner, LA-RICS Authority, the LMR Vendor and any Authorized Agent entering onto the Real Property 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 Owner’s Risk Manager, and on or before the effective date of this Agreement evidence of such programs satisfactory to Owner Risk Manager, shall be delivered to:

Judicial Council of California  
Facilities Services  
Insurance & Risk Management  
455 Golden Gate Street, 8th Floor  
San Francisco, CA 94102  
Attention: Maria Topete, Insurance & Risk Management  
E-mail: maria.topete@jud.ca.gov  
Fax: (415) 865-7524

Such evidence shall specifically identify this Agreement and shall contain express conditions that Owner is to be given written notice at least thirty (30) days in advance of any modification or termination of any provisions of insurance and shall name Owner Parties as additional insureds (except for the Workers’ Compensation Insurance). LA-RICS Authority may self-insure the insurance required under this Agreement, but if self-



insured LA-RICS Authority will provide the Owner with verification of financial responsibility, and will require its contractors and their subcontractors to provide commercial insurance as required in the Section, and any additional insurance required by LA-RICS Authority of its contractor(s) and/or subcontractor(s), shall name each of Owner Parties as an additional insured.

(a) Commercial General Liability Insurance. A program of Commercial General Liability Insurance (and if required Excess Liability or Umbrella Liability insurance) for on LMR Site and the Real Property operations, which shall be primary to and not contributing with any other insurance or program of self-insurance maintained by the State of California, the Judicial Council of California, the Superior Court of California, County of Los Angeles, or the County of Los Angeles written on an occurrence form with limits of not less than \$2,000,000 per occurrence and a \$4,000,000 annual aggregate limit of liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, liability assumed under an insured contract. This insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought subject to the insurance policy limit of liability. The completed operations liability shall extend for the period of time of not less than three (3) years past the completion of the installation work, and shall be endorsed to name State of California, the Judicial Council of California, the Superior Court of California - County of Los Angeles, the County of Los Angeles, and their respective elected and appointed officials, judges, officers, and employees have been added as additional insureds, and shall include, but not be limited to:

(b) Automobile Liability insurance 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 performance of the installation work and in the removal or replacement of any material or equipment required to allow continued operations.

(c) Pollution Liability Insurance. Should any of LA-RICS Parties bring onto, and use on or about the LMR Site kinds and amounts of Hazardous Materials required for operation of the LMR Facility, Pollution Liability Insurance with limits of not less than \$2,000,000 per occurrence and \$2,000,000 per location annual aggregate. The policy shall include coverage for bodily injury and property damage liability and clean-up costs at the LMR Site, the Building, and the Real Property.

(d) Workers Compensation and Employers Liability. If applicable, a program of workers’ compensation and employers liability 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. The employers liability insurance limits shall be not less than:

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

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

18.03 LA-RICS Authority, and any insurer providing insurance required under the terms of this Section 18, shall waive any rights of recovery or subrogation it may have against the State of California, the Judicial Council of California, the Superior Court of California, County of Los Angeles, the County of Los Angeles, and their respective elected and appointed officials, judges, officers, and employees for direct physical loss or damage to the Work, or for any liability arising out of the Services performed by Contractor under this Contract.

18.04 All insurance policies required under this Section 18 shall contain a provision that coverage will not be materially changed or cancelled without thirty (30) days prior written notice to the Owner. Notice to the Owner of cancellation or material change is the responsibility of the LA-RICS Authority.

18.05 LA-RICS Authority shall be responsible for and may not recover from the State of California, the Judicial Council of California, the Superior Court of California, County of Los Angeles, or the County of Los Angeles any deductible or self-insured retention that is connected to the insurance required under this Section 18.

18.06 The insurance required under this Section 18 shall be endorsed to be primary and non-contributing with any insurance or self-insurance maintained by the State of California, the Judicial Council of California, the Superior Court of California, County of Los Angeles, or the County of Los Angeles.

18.07 The cost of all insurance required by this Section 18 is the sole responsibility of the LA-RICS Authority and may not be recovered in any form from the State of California, the Judicial Council of California, the Superior Court of California, County of Los Angeles, or the County of Los Angeles.

18.08 LA-RICS Authority shall require insurance from its subcontractors and their sub-subcontractors with substantially the same terms and conditions as required of the LA-RICS under this Section 18.

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

## **19. FAILURE TO PROCURE INSURANCE**

19.01 Failure on the part of LA-RICS Authority to procure or maintain, or cause its installation and/or maintenance contractor to maintain, the required program(s) of insurance shall constitute a material breach of contract upon which Owner may immediately terminate this Agreement.

19.02 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, including attorney fees and costs, incurred by Owner.

19.03 No occupancy or use of the LMR Site shall 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 Pursuant to section 107.6 of the California Revenue and Taxation Code, notice is hereby given that LA-RICS Authority is responsible for any possessory interest taxes that may be imposed as the result of, or related to, this Agreement. LA-RICS Authority shall have the right, with the cooperation of Owner and at no cost to Owner, to contest any such possessory interest taxes.

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

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

## **21. NOTICES**

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

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

or such other place as may hereinafter be designated in writing by LA-RICS Authority.  
24-hour emergency contact information for LA-RICS is as follows:

CONSTRUCTION PERIOD: Scott Edson, (323) 881-8281

NETWORK OPERATIONS CENTER (Post-Construction):  
Lieutenant Judy Anderson, (323) 881-8275

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

Judicial Council of California  
Facilities Services  
Attn: Associate Facilities Analyst  
455 Golden Gate Avenue, 8th Floor  
San Francisco, CA 94102  
Telephone: 415-865-5334

with a copy to: Judicial Council of California  
Facilities Services  
Attn: Manager, Real Estate  
455 Golden Gate Avenue, 8th Floor  
San Francisco, CA 94102  
Telephone: 415-865-4048

In addition, all notices relating to termination of the Agreement or an alleged breach or default by Owner must also be sent to:

Judicial Council of California  
Branch Accounting & Procurement  
Attention: Manager, Contracts  
455 Golden Gate Avenue, 6th Floor  
San Francisco, CA 94102  
Telephone: 415-865-7989  
Fax: 415-865-4326

Owner's 24 hour contact:

Judicial Council's Customer Service Center (CSC)  
Email: csc@jud.ca.gov  
Telephone: 888-225-3583

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, 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 property and improvements from the LMR Site, the Building, 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, the Building, 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's property impossible, then LA-RICS Authority shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

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

## **23. INDEPENDENT STATUS**

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

## **24. AMENDMENT**

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

## **25. ASSIGNMENT**

25.01 This Agreement may not be sold, assigned, or transferred by LA-RICS Authority without the prior written approval or consent of Owner, which consent may be withheld or conditioned in Owner's sole and absolute discretion.

25.02 To effect an assignment or transfer pursuant to this Section 25 (Assignment), LA-RICS Authority shall first deliver to Owner:

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

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

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

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

25.06 Owner shall have the right to lease or license the use of space on LA-RICS Authority's telecommunications pole to third party(ies), if such telecommunications pole is capable of housing such third party(ies), based on terms mutually agreeable to the LA-RICS Authority. Owner shall submit any proposed lease or license to the LA-RICS Authority for review and approval prior to entering into such lease or license. Such proposed instrument shall specifically include: (a) a provision that the lease or license



shall comply with and be subject to all of the terms covenants, and conditions of this Agreement, and (b) a requirement that any third party use of LA-RICS Authority's telecommunications pole shall not interfere with LA-RICS Authority's use of the LA-RICS Facility or its operations. The parties agree that any revenues generated by such third party leases or licenses by Owner shall be retained by Owner, except for an amount to be agreed upon between Owner and LA-RICS Authority, which sum is intended to compensate LA-RICS Authority for its operational, administrative, and other costs associated with third party use of the LA-RICS Authority's telecommunications pole, and which amount shall not be more than ten percent (10%) of the total revenue paid to Owner.

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

Owner shall obtain, not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagees, ground lessors, and master lessors, if any, of the Real Property. At Owner's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "**Mortgage**") by Owner which from time to time may encumber all or part of the Real Property; provided, however, as a condition precedent to LA-RICS Authority being required to subordinate its interest in this Agreement to any future Mortgage covering the Real Property, Owner shall obtain for LA-RICS Authority's benefit a non-disturbance and attornment agreement in a commercially reasonable form satisfactory to Lender (defined below) and 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, and LA-RICS Authority is not in default of this Agreement beyond applicable notice and cure periods, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, and (b) fulfill Owner's obligations 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, and (ii) agrees to attorn to Lender if Lender becomes the owner of the Real Property.

## **27. CONDEMNATION**

In the event of any condemnation of the Real Property (or any portion thereof), LA-RICS Authority may terminate this Agreement upon written notice to Owner if such condemnation may reasonably be expected to disrupt LA-RICS Authority's operations at the 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.

## **28. DEFAULT**

Except as otherwise provided in this Agreement, in the event of a default hereunder by LA-RICS Authority, Owner shall provide written notice thereof to LA-RICS Authority. LA-RICS Authority shall have thirty (30) days from the date of said notice (the “**Cure Period**”) in which to cure the default, provided that LA-RICS Authority shall have such extended period beyond the Cure Period as may be required if the nature of the cure is such that it reasonably requires more than the Cure Period to complete and LA-RICS Authority has commenced to cure the default within the Cure Period and has acted with reasonable diligence in commencing and pursuing such cure to completion. Owner may not maintain any action or effect any remedies for default against LA-RICS Authority unless and until LA-RICS Authority has failed to cure a default within the time periods set forth in this section. In the event that LA-RICS Authority fails to cure a default within the Cure Period 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. In the event of a default hereunder by Owner, LA-RICS Authority shall provide written notice thereof to Owner. Owner shall have a Cure Period in which to cure the default, provided that Owner shall have such extended period beyond the Cure Period as may be required if the nature of the cure is such that it reasonably requires more than the Cure Period to complete and Owner has commenced to cure the default within the Cure Period and has acted with reasonable diligence in commencing and pursuing such cure to completion. LA-RICS Authority may not maintain any action or effect any remedies for default against Owner unless and until Owner has failed to cure a default within the time periods set forth in this section. In the event that Owner fails to cure a default within the Cure Period or as otherwise provided in this section, LA-RICS Authority may terminate this Agreement upon written notice to Owner.

## **29. WAIVER**

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

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

### **30. HAZARDOUS MATERIALS**

30.01 LA-RICS Authority agrees that none of LA-RICS Parties will use, generate, store or dispose of any Hazardous Material (defined below) on, under, about or within the Real Property provided, however, that LA-RICS Authority may bring onto, and use on or about the LMR Site those kinds and amounts of Hazardous Materials typically required for operation of the LA-RICS Authority Facility so long as each of LA-RICS Parties: (i) uses, generates, stores or disposes of such Hazardous Materials in strict compliance with all applicable federal, state, and local laws and regulations; (ii) identifies in writing to Owner the kind(s) and amount(s) of Hazardous Materials prior to bringing those Hazardous Materials onto the Real Property; and (iii) responds in writing within fifteen (15) days after receipt of Owner's written request for confirmation of the kinds and amounts of all Hazardous Materials brought onto, used, generated, stored or disposed of anywhere on or about the Real Property by any of LA-RICS Parties. LA-RICS Authority will assess and remediate (if necessary) in compliance with all applicable laws and regulations and hereby indemnifies, holds harmless and will defend Owner from and against any and all costs (including reasonable attorneys' fees and costs) and claims of liability or loss which arise out of the use, generation, storage, or disposal of any Hazardous Materials by any of LA-RICS Parties upon the Real Property.

30.02 LA-RICS Authority hereby acknowledges that Owner has notified LA-RICS Authority that the LMR Site, Building, and Real Property may contain Hazardous Materials.

30.03 In the event Hazardous Materials are encountered during the construction, installation, servicing, or removal of the LMR Facility, LA-RICS Authority shall notify Owner immediately for instructions. LA-RICS Authority shall bear all costs of investigation, abatement or remediation of Hazardous Materials necessary solely as a result of its construction, installation, servicing or removal activities provided, however, that LA-RICS Authority shall not be liable for any fines, penalties, or similar assessments that may be levied because of the presence of Hazardous Materials on the Real Property unless arising from LA-RICS Authority's activities on the Real Property.

30.04 LA-RICS Authority agrees to protect, indemnify, defend (with counsel approved by Owner), reimburse and hold Owner Parties harmless from any and all liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments, including, but not limited to, reasonable fees and costs for attorneys, consultants and experts, to the extent caused by the presence, release, or exacerbation of a prior release, of Hazardous Material on or within the Building and/or the Real Property by any of LA-RICS Authority Parties. Such indemnity and hold harmless obligations shall not apply to the extent such liability, penalties, losses, damages, costs, expenses, causes

of action, claims, or judgments are caused by the negligence or intentional misconduct of Owner Parties, their employees, contractors or agents.

30.05 As used in this section, “**Hazardous Material**” will mean petroleum or any petroleum product, asbestos, any substance known by the State of California to cause cancer and/or reproductive toxicity, and/or any substance, chemical, or waste that is identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation.

### **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 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 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.

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

LA-RICS Authority shall be solely responsible for any damage or loss to LA-RICS Authority’s equipment resulting from theft or vandalism or resulting from any other cause, except to the extent caused by Owner’s gross negligence or willful misconduct.

### **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. 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 CIVIL RIGHTS LAWS, NONDISCRIMINATION AND AFFIRMATIVE ACTION**

34.01 LA-RICS Authority hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 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.

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

34.04 If 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 Owner may terminate, or suspend this Agreement.

34.05 While 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.

34.06 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 Owner shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS (\$500.00) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

**35. NON EXCLUSIVITY**

Nothing herein is intended or shall be construed as creating any exclusive arrangement with LA-RICS Authority.

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

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

**37. PUBLIC RECORDS ACT**

37.01 Any documents submitted by LA-RICS Authority or its agents, including without limitation the LMR Vendor and all information obtained in connection with Owner's right to inspect the LMR Site or any other rights provided by this Agreement shall become the exclusive property of Owner. All such documents become a matter of public record and shall be regarded as judicial administrative records, except as specifically provided by California Rules of Court Rules 10-500 et seq. ("**Rule 10-500**") and which are marked "trade secret," "confidential," or "proprietary." Owner shall not be in any way liable or responsible for the disclosure of any such records, including without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

37.02 In the event Owner is required to defend an action on a Rule 10-500 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 fund in advance all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under Rule 10-500.

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

37.04 In the event the LA-RICS AUTHORITY is required to defend an action on a Public Records Act request as requested by Owner for any of the aforementioned documents, information, books, records, and/or contents, Owner agrees to refund and indemnify the LA-RICS Authority from all costs and expenses, including without limitation

reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after Owner's receipt of LA-RICS Authority's invoice.

### **38. OTHER TERMS AND CONDITIONS**

38.01 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 Owner.

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

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

38.04 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 Owner in the investigation of any accidental injury or death occurring on the LMR Site, including a prompt report thereof to Owner. LA-RICS Authority shall cooperate and comply fully with Owner, state, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all LA-RICS Authority's structures and enclosures. LA-RICS Authority, at its expense, may use any and all appropriate means of restricting public access to the LMR Site. LA-RICS Authority is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the construction, installation, and operation of the LMR Facility and the LMR Site. LA-RICS Authority will take all necessary safety precautions, and provide protection to prevent damage, injury or loss to: (i) the Building or any other part of the Real Property, (ii) adjacent structures, (iii) LA-RICS Authority's employees, agents or contractors, (iv) Owner and its employees, agents and contractors, (v) Court and its judicial officers, officers, employees, agents and contractors, (vi) Court users, and (vii) members of the general public. Before such time as the LMR Facility becomes operational, LA-RICS Authority shall provide appropriate signage and warning of radio-frequency energy in compliance with federal, state, or local laws.

38.05 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 Owner shall prevent any accumulation thereof from occurring.

38.06 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 Owner. Owner shall be responsible for securing the Real Property.



### **39. NON-AVAILABILITY OF FUNDING**

The parties acknowledge and agree that LA-RICS Authority's performance of its obligations under this Agreement is subject to the continuing availability of federal grants or other funds for the LA-RICS Project. This Agreement may be terminated by LA-RICS Authority (and the LA-RICS Facility removed from the LMR Site in accordance with Section 22 hereof (LA-RICS Facility Removal)) upon a loss or reduction of grant funds or other applicable funding sources.

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

LA-RICS Authority is hereby informed and acknowledges the following:

40.01 By entering into this Agreement and becoming a licensed user of the LMR Site, LA-RICS-Authority may become entitled to receipt of "relocation assistance benefits" ("**Relocation Benefits**") pursuant to the Federal Uniform Relocation Assistance Act (42 USC sections 4601 et seq.) and/or the California Relocation Assistance Law (Cal. Gov. Code sections 7260 et seq.) (collectively, the "**Relocation Statutes**"), should Owner at some time make use of the LMR Site in such a way as to "displace" LA-RICS Authority from the LMR Site. Pursuant to the Relocation Statutes, Owner may then be obligated to make such payments to LA-RICS Authority even where such displacement of LA-RICS Authority does not otherwise constitute a breach or default by Owner of its obligations hereunder.

40.02 Under the Relocation Statutes in effect as of the date of this Agreement, Relocation Benefits may include payment to such a "displaced person" of (A) the actual and reasonable expense of moving himself, herself and a family, business or farm operation, including personal property, (B) the actual direct loss of reestablishing a business or farm operation, but not to exceed \$10,000, or (C) payment in lieu of moving expenses of not less than \$1,000 or more than \$20,000.

40.03 In consideration of Owner's agreement to enter into this Agreement, LA-RICS Authority hereby waives any and all rights it may now have, or may hereafter obtain, to Relocation Benefits arising out of Owner's assertion or exercise of its contractual rights to terminate this Agreement pursuant to its terms, whether or not such rights are contested by LA-RICS Authority or any other entity, and releases Owner, Court and County from any liability for payment of such Relocation Benefits; provided, however, that LA-RICS Authority does not waive its rights to Relocation Benefits to the extent that LA-RICS Authority's entitlement thereto may arise out of any condemnation or pre-condemnation actions taken by the United States or any other public agency with respect to the LMR Site or as otherwise expressly set forth in this Agreement. LA-RICS Authority shall in the future execute any further documentation of the release and waiver provided hereby as Owner may reasonably require.

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

41.01 LA-RICS Authority shall designate one member of its staff as an Operations Manager with whom 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.

41.02 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.

**42. BANKRUPTCY**

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 assignment or subletting by LA-RICS Authority, this Agreement shall bind the parties, their personal representatives, successors, and assigns.

**44. SEVERABILITY**

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

**45. INTERPRETATION**

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

**46. ATTORNEYS' FEES.**

The prevailing party in any litigation or other proceeding brought to enforce this Agreement will be entitled to recover its reasonable attorneys' fees, costs, and expenses in connection with such litigation or other proceeding from the other party.

**47. ENTIRE AGREEMENT**

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

**[SIGNATURES ON NEXT PAGE]**

**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

JUDICIAL COUNCIL OF CALIFORNIA

A California Joint Powers Authority

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

Name: Stephen Saddler

Title: Manager, Contracts

Date: \_\_\_\_\_

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

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:  
Judicial Council of California,  
Legal Services

MARY C. WICKHAM  
COUNTY COUNSEL

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

Deputy

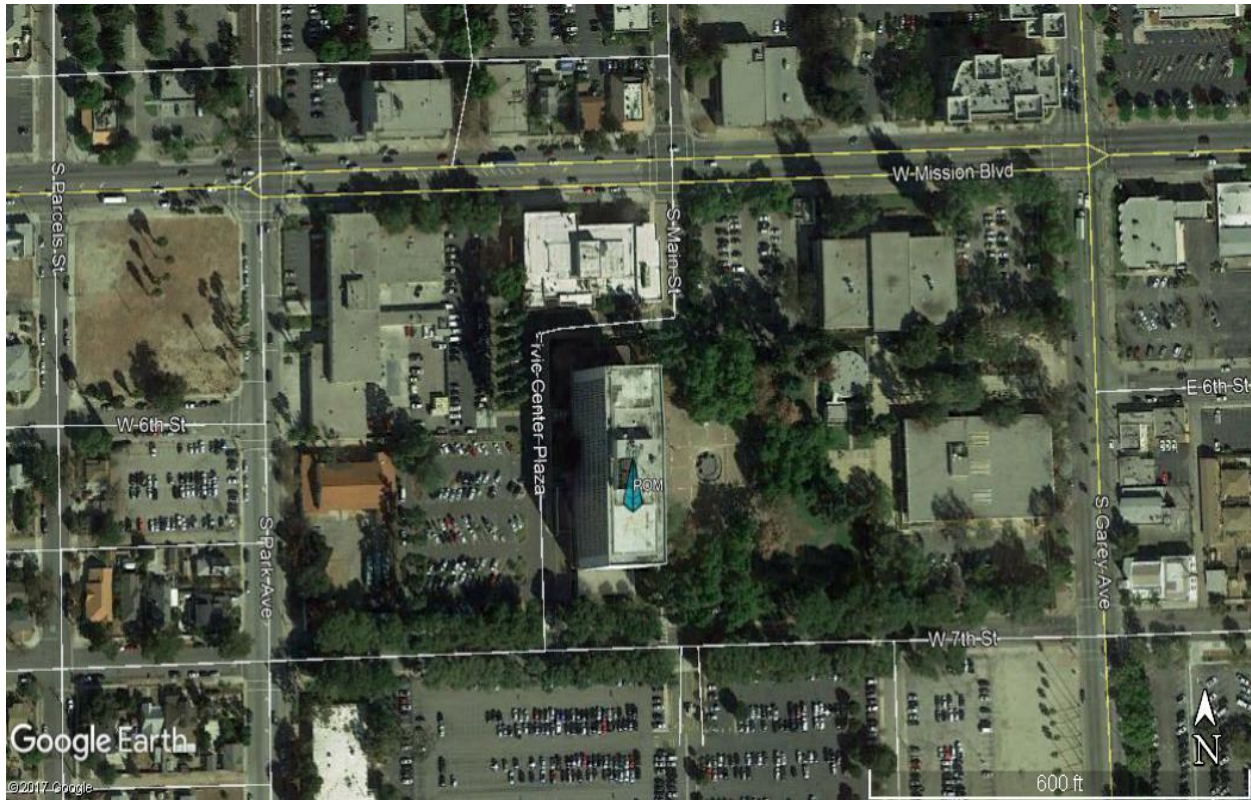
By: \_\_\_\_\_

Name: Charles R. Martel

Title: Supervising Attorney

Date: \_\_\_\_\_

# EXHIBIT A SITE DESCRIPTION



**POM (Pomona Court House) Telecommunications Site  
400 Civic Center Plaza  
Pomona, CA 91766**

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code
POM	Pomona Court House	State of California JCC	400 Civic Center Plaza	Pomona	CA	91766

**EXHIBIT B**  
**EQUIPMENT LIST**

- Existing Penthouse Facility = 31.5 ft. x 13 Ft.
  - 07 each LMR Base Radios.
  - 03 each Emergency Power Equipment.
  - 05 Ton Air-conditioned Units.
  
- Antenna System
  - 11 each LMR Omni antennas.
  - 02 each microwave parabolic dishes
  - Coaxial cables with ground kits, hardware routed in protected cable ladder.
  
- Building Power Equipment
  - 001 dedicated E-Mon D-Mon Meter.
  - 200 to 300 Amp service, 3-phase electrical source.

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

**EXHIBIT C**  
**SITE PLAN AND ACCESS ROUTE**  
**[TO BE INCORPORATED BY REFERENCE]**



## EXHIBIT D

### ACCESS PROCEDURE

All access requests will be coordinated by Owner's Customer Service Center (CSC).  
To initiate a request for access LA-RICS Authority will:

1. Complete Part of owner's "Request for Building Access" form (copy attached) and email to [csc@jud.ca.gov](mailto:csc@jud.ca.gov);  
AND
2. Call the CSC at 888-225-3583

#### **Non-Emergency Access Requests**

Access requests for regular, scheduled service or maintenance must be called in and e-mailed to the CSC, at least 72 hours in advance of the requested service date. LA-RICS Authority will need to identify its approved representatives in advance including employees and agents of LMR Vendor and its Authorized Agents as defined in section 1.03 of the Agreement. Permission to enter the Licensed Premises will be given to LA-RICS Authority-approved representatives only, upon evidence of property identification. LA-RICS Authority's representatives will not be permitted to enter any non-public area of the property, including any non-public portion of the access route, at any time without a Judicial Council designated or approved escort. Any work which would reasonably disrupt court operations in any way will need to be scheduled after hours. Upon entry to the Licensed Premises, LA-RICS Authority will sign and date Owner's "Request for Building Access" form (see attached) when presented. Upon completion of the work, Owner will bill LA-RICS Authority for those costs incurred by Owner identified below in providing the escort. LA-RICS Authority will be expected to pay the invoice within 30 days following receipt. Owner will charge, and LA-RICS Authority agrees to pay for such Judicial Council escort at Owner's standard hourly rate for any portion of any regular scheduled service call. The current standard rate is \$75.00 per hour for regular Court business hours of 8AM-5PM Monday through Friday and \$150.00 per hour for any scheduled service call that occurs outside of regular Court business hours, and is subject to adjustment at any time, upon 30 days' prior written notice. Any missed appointment scheduled to begin during regular Court business hours or outside of regular Court business hours will be charged as one hour of time at the standard applicable rate.

#### **Non-Scheduled Emergency Service Calls**

Access requests for emergency service or maintenance must be called in and e-mailed to the CSC. Emergency appointments will be coordinated by the CSC within (2) hours after receipt of a request for access. Permission to enter the Licensed Premises will be given to LA-RICS Authority-approved representatives only, upon evidence of proper identification. LA-RICS Authority's representatives will not be permitted to enter any non-public area of the property, including any non-public portion of the access route, at any time without a Judicial Council-designated or approved escort. Any work which might disrupt court operations in any way will need to be scheduled outside Court business hours. Upon entry to the Licensed Premises, LA-RICS Authority will sign and date Owner's "Request for Building Access" form (see attached) when presented. Upon completion of the work, Owner will bill LA-RICS Authority for those costs incurred by Owner identified below in providing the escort. LA-RICS Authority will be expected to pay the invoice within 30 days following receipt. Owner will charge, and LA-RICS Authority agrees to pay for such Judicial Council escort at Owner's standard hourly rate for any portion of any non-scheduled emergency service call that occurs. The current standard rate is \$75.00 per hour for regular Court business hours of 8AM-5PM Monday through Friday and \$150.00 per hour for any scheduled service call that occurs outside of regular Court business hours and is subject to adjustment at any time upon 30 days' prior written notice. Any missed appointment for a non-scheduled emergency service call scheduled to begin during regular Court business hours or outside of regular Court business hours will be charged as four hours of time at the standard applicable rate.

**Request for Access**

Rev 3: 09-04-2015

Please submit form to [CSC@jud.ca.gov](mailto:CSC@jud.ca.gov)  
 Please also call 888-225-3583



**JUDICIAL COUNCIL OF CALIFORNIA**

ADMINISTRATIVE DIVISION  
 REAL ESTATE AND FACILITIES MANAGEMENT

**Section 1 - To be Completed by Outside Entity (OE) or OE Representative (All fields in Section 1)**

<b>Check all that apply:</b>	<b>Is this telecom related work?</b> <input type="checkbox"/>	<b>Bldg. Access for routine maintenance</b> <input type="checkbox"/>	<b>Site Modification / Plan Approval</b> <input type="checkbox"/>	<b>Regular Hrs*</b> (M-F 8am-5pm, excl. holidays/closures) <input type="checkbox"/>	<b>After-Hrs/Weekends*</b> <input type="checkbox"/>
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**Building Address:**  
 (Street & City)

Today's Date:

OE/Cell Site Company Name:

Cell Site Number (N/A if not applicable):

Requestor's Name, Cell No. & E-mail:

Name of Company Requesting Access:

List below all personnel requiring access.

Scope of Work  
 Provide a **detailed** description of work to be performed, including location (i.e., roof-top, parking lot, etc.) and estimated project

Estimated Project Cost: _____	<b>Description of Work:</b>
Location: _____	
Generational Upgrade: Yes _____ No _____	
Battery Repair/Replace: Yes _____ No _____	
Antenna Repair/Replace: Yes _____ No _____	
Rock/Bay: Yes _____ No _____ Other Yes _____ No _____	

Requested Access Date(s)	Estimated Start & Stop Time(s)
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**Section 2 - To be completed by Judicial Council's FMU (or FMU's Service Provider)**

Judicial Council Bldg. ID:	Service Work Order No. (SWO):
----------------------------	-------------------------------

Organization Providing Escort/Access:

Total No. of Hours:

Access Date(s)	Start Time(s)	Stop Time(s)

<b>Outside Entity Signoff:</b>	<b>Judicial Council Signoff:</b>
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