



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS SPECIAL MEETING

Monday, December 12, 2016 • 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: December 7, 2016

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

Members:

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

Joe Ortiz, Captain, City of Sierra Madre Police Dept.
Marcel Rodarte, Executive Dir., CA Contract Cities Assoc.
Louis Perez, Deputy Chief, City of Inglewood Police Dept.
Chris Nunley, Captain, City of Signal Hill Police Dept.
David Povero, Captain, City of Covina Police Dept.

Officers:

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



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

I. CALL TO ORDER

II. ANNOUNCE QUORUM – Roll Call

III. APPROVAL OF MINUTES (A-B)

A. November 3, 2016 – Regular Meeting Minutes

Agenda Item A

B. November 29, 2016 – Special Meeting Minutes

Agenda Item B

IV. PUBLIC COMMENTS

V. CONSENT CALENDAR – (None)

VI. REPORTS (C-D)

C. Director's Report – John Radeleff

D. Project Manager's Report – Chris Odenthal

Agenda Item D

VII. DISCUSSION ITEMS (E-F)

E. Outreach Update

Agenda Item E

F. Assessment of LA-RICS

VIII. ADMINISTRATIVE MATTERS (G-K)

G. 2017 SCHEDULE OF LA-RICS BOARD MEETINGS

It is recommended that your Board:



Approve the following dates for the calendar year 2017 Board Regular Meeting Schedule:

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

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

Agenda Item G

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

It is recommended that your Board:

1. Make the following findings:
 - a. Find that approving activities covered by the Unilateral Options for Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), and Phase 4 (LMR System Implementation), which would allow design, construction, implementation, operation, and maintenance of LMR System infrastructure, including all Work included in the Agreement No. LA-RICS 007, as well as any amendments, and Notices to Proceed as referenced herein and in the Agreement, is statutorily exempt from review under California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25 at nine (9) LMR System Sites (BHS, BKK, DPW38, LAN, POM, RPV1, SPH, UCLA and WWY) and is



categorically exempt from CEQA pursuant to CEQA Guidelines Sections 15301, 15303 and 15304 at one (1) LMR System Site (UNIV) for the reasons stated in this letter and as noted in the record of the project.

- b. Find that any leased circuit work that may occur outside of the ten (10) LMR System Sites identified in Section 1.a, above, if needed to provide network connectivity to the LMR System site, is categorically exempt under CEQA pursuant to CEQA Guidelines Sections 15301, 15303, and 15304 for the reasons stated in this letter and as noted in the record of the project.
 - c. Find that inclusion of one (1) LMR System Site (Industry Water Tank (IND)) into Phase 1 (System Design) and exercise of the Unilateral Option for all Work in Phase 1 (System Design) at this site is not a project CEQA pursuant to CEQA Guidelines Sections 15378 and 15061(b)(3), is statutorily exempt from CEQA pursuant to CEQA Guidelines Sections 15262, and is categorically exempt from CEQA pursuant to CEQA Guidelines Sections 15304 and 15306 for the reasons stated in this letter and in the record for the project.
 - d. Find that the purchase and use of Radio Equipment for Agreement No. LA-RICS 007 is exempt from review under CEQA as it is not a project pursuant to CEQA Guidelines Sections 15378(b)(2) and (b)(5), and 15061 (b)(3).
- 2. Approve the activities covered by the Unilateral Options for Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), and Phase 4 (LMR System Implementation), which would allow design, construction, implementation, operation, and maintenance of LMR System infrastructure, and any leased circuit work that may be needed, at ten (10) LMR System Sites (BHS, BKK, DPW38, LAN, POM, RPV1, SPH, UCLA, UNIV, and WWY), subject to future reconciliation of the sites to align with LMR System Design and corresponding costs.
 - 3. Approve Amendment No. 23 (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. Include four (4) LMR System Sites (IND, SPH, UNIV, and LAN) and all Work associated with these sites into Phase 1 (System Design, to be



contemplated in the LMR System for a cost increase in the amount of \$38,068.

- b. Exercise the respective Unilateral Options for the four (4) LMR System Sites pursuant to Item 2.a.
 - c. Purchase Radio Equipment to be used with the Authority's LMR User Equipment in the amount of \$948.
- 4. Authorize an increase to the Maximum Contract Sum by \$39,016, when taking the cost increases into consideration from \$286,427,066 to \$286,466,082.
 - 5. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 23.
 - 6. Delegate authority to the Interim Executive Director to execute Amendment No. 23, in substantially similar form, to the enclosed Amendment (Enclosure 1).

Agenda Item H

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

It is recommended that your Board:

- 1. Approve Amendment No. 19 to Agreement No. LA-RICS 008 for the PSBN with Motorola Solutions, Inc. (Motorola), in substantially similar form to the Enclosure, which revises the Agreement to:
 - (a) Extend the Warranty Period until March 31, 2017, at no additional cost to the Authority, in order to complete ongoing Work within this period.
 - (b) Make changes necessary to upgrade the Authority's Deployable Vehicle, which include the requisite services, equipment, material, configuration, installation, backup power, antenna storage, mounts, fiber connectivity and backhaul services, and related Work to support Special Events for an increase in the amount of \$235,768.
 - (c) Reflect a reduction in Training as certain Training courses will not be provided to the Authority for a decrease in the amount of \$200,000.



- (d) Reflect a reduction in Wide Area Coverage Testing as it is no longer necessary in order to accept the System for a decrease in the amount of \$2,153,150.
 - (e) Reflect an increase in Optimization Work necessary to account for the direction provided to Motorola to extend efforts on Optimization and discontinue Wide Area Coverage Testing for an increase in the amount of \$550,000.
- 2. Authorize a decrease to the Maximum Contract Sum by \$1,567,382, when taking the cost increases and decreases into consideration, from \$141,376,725 to \$139,809,343.
 - 3. Authorize the Authority to release the 10 percent Holdback to Motorola for certain Work that has been completed, accepted, invoiced, and paid in Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), and Phase 3 (Supply PSBN Components) in the amount of \$4,244,815.
 - 4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 19.
 - 5. Delegate authority to the Interim Executive Director to execute Amendment No. 19 in substantially similar form to the enclosed Amendment.

Agenda Item I

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

It is recommended that your Board:

- 1. Find that the approval and execution of the Site Access Agreement for Cerro Negro (CRN) to allow for all Land Mobile Radio system work to occur at this County-owned site as covered by the Site Access Agreement is within the scope of the activities previously authorized at site CRN on December 17, 2015, which your Board previously found statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System project.
- 2. Find that (a) approval of the Site Access Agreements for Mount McDill, San Dimas and Castro Peak and a Consent to SAA with Lockheed Martin are



within the scope of the impacts analyzed in the Final Environmental Impact Report (EIR) for the Los Angeles Regional Interoperability Communications System (LA-RICS) LMR System previously certified under the California Environmental Quality Act (CEQA) on March 29, 2016; and (b) there are no changes to the project at these sites or to the circumstances under which the project is undertaken that require further review under CEQA.

3. Authorize the Interim Executive Director to finalize and execute agreements substantially similar in form to the enclosed SAAs and Consent to SAA with the County of Los Angeles and Lockheed Martin.

Agenda Item J

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

It is recommended that your Board:

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

Agenda Item K

IX. MISCELLANEOUS – NONE

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

XI. CLOSED SESSION REPORT

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



(Government Code Section 54957(b)(1))
Title: Executive Director / Interim Executive Director

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

XII. ADJOURNMENT and NEXT MEETING:

Thursday, January 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**

November 3, 2016
The Hertzberg Davis Forensic Science Center
1800 Paseo Rancho Castilla, Conference Room 223 through 227
Los Angeles, CA 90032

Board Members Present:

Cathy Chidester, Dir., EMS Agency, County of LADHS
Mark Alexander, City Manager, CA Contract Cities Assoc.

Alternates For Board Members Present:

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

Officers Present:

John Radeleff, LA-RICS Interim Executive Director

Absent:

Chris Donovan, Fire Chief, City of El Segundo Fire Dept.
Joe Ortiz, Captain, City of Sierra Madre Police Dept.
Chris Nunley, Captain, City of Signal Hill Police Dept.

AGENDA ITEM A



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.

II. ANNOUNCE QUORUM – Roll Call

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

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

A. October 6, 2016 - Regular Meeting Minutes and Special Meeting Minutes

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

Ayes 7: Chidester, Alexander, Geiger, Bundesen, Gialamas, Perez, and Povero.

MOTION APPROVED

IV. PUBLIC COMMENTS – (None)

V. CONSENT CALENDAR – (None)

VI. REPORTS (B-C)

B. Director's Report – John Radeleff

Interim Executive Director Radeleff stated the grant status update for Land Mobile Radio (LMR) Urban Areas Security Initiative (UASI) 12 and 13 spending plans has been approved. There are executed subrecipient agreements that are pending with the City. UASI 12 is 18 million and UASI 13 is 13.7 million. There are 17 Notices to Proceed (NTP) that have been issued to our vendor for LMR work. Project Manager Chris Odenthal will be providing details in his report. California Governor's Office of Emergency Services (Cal OES) and Federal Emergency Management Agency (FEMA) are reviewing some information that we discussed last month relative to some of the issues we had with the Geotechnical work and how Cal OES views that work. LA-RICS wants to be able to proceed with the Geotechnical work at the sites that are funded by UASI 17, 18 and 19, which allows us to do pre-planning. In regards UASI 14, which is approximately 5 million, we received the grant extension through May 31, 2017. One of the objectives in my 90-Day Assessment of LA-RICS is access to multiple years of funding.



Interim Executive Director Radeleff stated that the Long Term Evolution (LTE) Round 2 plan has been submitted to National Telecommunications and Information Administration (NTIA). NTIA postponed their site visit to later this month. NTIA was notified by the Office of Inspector General that they're going to be undergoing an audit. We are currently undergoing the annual County audit as well. On October 5, 2016, the California First Responders Network (CalFRN), held their meeting and LA-RICS hosted the meeting and provided a demonstration. The meeting went very well and attendees were very impressed with the system capabilities. On October 17, 2016, Interim Executive Director Radeleff attended a discussion panel at Interoperability Policy Commission (ICP) FirstNet presentation that was held in San Diego.

On October 18 through 19, 2016, LA-RICS staff went to Harris County, Texas to visit their LTE deployment and the site visit went very well. The focus LA-RICS is interested in is what can be taken from their deployment (as far as lessons learned, etc.) applied and useful for all agencies utilizing the LTE system. Harris County, Houston supports a County up north and there's a significant LTE deployment there. The County up north supports Texas A & M, and is one of the largest sporting venues in the Country. Sargent Al Ortega spent hours looking at their equipment, command post, and other items of interest. They experience the same kind of issues we experience, such as that encountered in the deployment of user equipment. They stated our involvement of public safety in the development and implementation of our project should be noted as a best practice. The trip was very beneficial for LA-RICS staff.

On October 27, 2016, LA-RICS provided a demonstration to the California Public-Safety Radio Association (CPRA) in Montebello. LA-RICS also supported The Halloween Carnival where half a million people attended. LA-RICS deployed several resources, including 25 cellular phones to the emergency operations, 16 to intelligence, and 20 to staff. We also deployed cellular phones, cameras, mobile cameras, mobile computers to Sheriff, Fire, and Emergency Response personnel. Midway through the carnival an issue arose where the system was undergoing scheduled maintenance, other than that the system worked very well. Board Member Chidester asked if LA-RICS' equipment has been used in the Sheriff helicopter. Interim Executive Director Radeleff stated not for these kinds of events. Board Member Alexander asked if there has been an incident, would there have been resources that would have been tested that we don't test generally. Alternate Member Bundesen stated Sheriff and Fire stage resources at strategic locations and without the technology that Interim Executive Director Radeleff described, we use alternatives that allow for detection of those moving through the crowds where you can actually determine the location of resources and provide instant help. Board Member Alexander stated we have done a few of these test and we haven't had any incidents occur at any events we tested. Project Manager Odenthal stated one other concern is when an incident does occur how will Emergency Medical Services



(EMS), Fire and the hospitals interact with each other? Board Member Alexander asked if a City with independent Fire Department is not a member of LA-RICS and had an event, could they use LA-RICS as their support even though they are not a member agency? Interim Executive Director Radeleff stated yes because it would be mutual aid and LA-RICS will provide resources for the event. Director Gialamas stated it would depend on evolution of the event, if it was an unplanned event then it would be mutual aid but if it was a planned event then we need to figure out if that is an additional burden of resources from a contractual view. Project Manager Odenthal stated some of the cities that opted-out do not have good coverage and the system may not work well in those respective areas. Board Member Alexander asked if the Cell-on-Wheels (COW) can provide coverage and Project Manager Odenthal stated yes the COWs can but the process to deploy them is time consuming. Interim Executive Director Radeleff stated in the PSBN Round 2 plan there is a request for purchase of rapid deployables. Board Member Alexander stated we need to address the concern from a policy point of view. Director Gialamas stated these are things that we will get to experience once we start using the system. LA-RICS may have to adjust policy or operation depending on the situation.

Interim Executive Director Radeleff stated that he and Ray Edey made presentations at the Police Chiefs Associations about the International Conference on Information Systems (ICIS) and LA-RICS system. Director Gialamas complimented the demonstration and both Interim Executive Director Radeleff and Ray Edey spoke on how these systems are going to be communicating from a LMR stand point. Both the visual and the presentation from both Interim Executive Director Radeleff and Ray Edey, it was something that many have been anticipating to see. Interim Executive Director Radeleff and Program Manager Odenthal attended a conference in Chicago and made a presentation for the Critical LTE Communications Forum. The presentation went very well and LA-RICS networked with industry personnel. On October 15, 2016, three members of the LA-RICS staff will be going to Phoenix for the early builders working group meeting. On October 22, 2016, FirstNet is going to be providing a briefing to attendees in our region.

C. Project Manager's Report – Chris Odenthal

Jacobs Project Manager Chris Odenthal asked that Board Members view the Jacobs Monthly Report summary. From an LTE 1 perspective we are closing out all documentation as requested in the contract with Motorola. As of December 31, 2016, from a contract stand point it is closed. Motorola and the Authority are to do an analysis of all the things that don't meet the contractual agreement and to determine how to resolve those issues. The analysis that we are going through is the check list of what Motorola has to produce per site. We evaluate each site and compare it to the contract. Some sites have been completed with 100 % and some sites have been completed up to 80% and 90%. Motorola has agreed to the process



of providing an analysis of what has been completed and what has not been completed, as well as a deadline stating what needs to be completed and how will it meet the deadline. Board Member Alexander asked if any of those sites are the sites that we had to restore. Project Manager Odenthal stated those restored sites are closed. This is the process we are going through to close out LTE 1.

We still have that outstanding issue with the Southern California Edison (SCE) Cell on Wheels (COWs) for five remaining COWs. All of the on-site work is complete except for one thing to turn the power on; we will provide status at the next Board Meeting or by the end of the year. The COWs are also being included with the analysis that we are conducting.

Project Manager Odenthal provided status on operations and training, most of the agencies have not rolled onto the network. By December 31, 2016, we will have the training plan to meet the requirements in 2017. Our goal is to ensure that all contractual items are met by December 31, 2016.

In regards to the status on LTE 2, it is at a standstill in planning because there has not been a formalized approval process by NTIA. The project team has done some work on LTE to process and complete what we began but we have not begun any new work.

In regards to the status of LMR, we have been in the drawing and environmental process, and there has not been an increase to the permits for review. We have seen 50% drawings going to 75% drawings. From a grant funding perspective we have UASI 12, 13, 14, and 16, resources to determine how we are going to allocate the funds. For UASI 12, 13, 14, and 16, we are talking 17 sites for construction and completion. In 2017 the goal is to have the 17 sites completed or near completed. There are 26 sites for UASI 17 and from a construction stand point we are aligned with grant funding. Board Member Alexander asked when the total build out will be completed? Project Manager Odenthal stated total completion is to go live in 2020. Director Gialamas wanted to clarify that this is the first time you expect users to be on the system? Project Manager Odenthal stated no, we have users on the system now. Board Member Alexander asked is there a plan to expand the system past 2020 or to replace after 2020. Project Manager Odenthal stated unsure of direction by the Authority, however that will be determined through the users. Board Member Alexander stated he's hoping as the system rolls out and users come on to the system, more people become familiar with the system. If more users want to use the system this number will expand.

VII. DISCUSSION ITEMS (D)

- D. Outreach Update** – Interim Executive Director reference this enclosure and his contents in his Director's report. Asked if there were any questions.



VIII. ADMINISTRATIVE MATTERS (E-G)

E. AMENDMENT NO. 8 FOR PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES

Administrative Manager Jeanette Arismendez presented Amendment No. 8 to the Professional Broadband Engineering Consulting Services to the Board, requesting the Board:

1. Approve an extension to the term of the Televate Agreement to January 31, 2017, to allow Televate to continue assisting the Authority with the PSBN Warranty Period closeout work.
2. Approve an increase to the Maximum Contract Sum in the amount of \$360,000, increasing the Maximum Contract Sum amount from \$7,286,978 to \$7,646,978 to allow Televate to continue assisting the Authority with the PSBN Warranty Period closeout work through January 31, 2017.
3. Delegate authority to the Interim Executive Director to execute Amendment No. 8, substantially similar in form to the Enclosure.

Director Gialamas asked for a motion to approve the minutes, Board Member Alexander motioned first, seconded by Alternate Member Chidester.

Ayes 7: Chidester, Alexander, Geiger, Bundesen, Gialamas, Perez, and Povero.

MOTION APPROVED

F. AMENDMENT NO. 22 TO THE PROJECT AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

Administrative Manager Jeanette Arismendez presented Amendment No. 22 to the Project and Construction Management Services Agreement to the Board, requesting the Board:

1. Approve an increase to the Maximum Contract Sum in the amount of \$480,000, increasing the Maximum Contract Sum amount from \$37,378,957, to \$37,858,957, to allow Jacobs to continue assisting the Authority with the PSBN Warranty close out work through January 31, 2017.



2. Delegate authority to the Interim Executive Director to execute Amendment No. 22 with Jacobs, substantially similar in form to the enclosed, and issue one or more Notices to Proceed for this work.

Director Gialamas asked for a motion to approve the minutes, Board Member David Povero motioned first, seconded by Alternate Member Bundesen.

Ayes 7: Chidester, Alexander, Geiger, Bundesen, Gialamas, Perez, and Povero.

MOTION APPROVED

G. APPROVE AMENDMENT NO. 22 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM – LAND MOBILE RADIO SYSTEM

Administrative Manager Jeanette Arismendez presented Amendment No. 22 to the Agreement No. LA-RICS 007 for Los Angeles Regional Interoperable Communications System – Land Mobile Radio System to the Board, requesting the Board:

1. Find that (a) approval of the changes necessary to reflect the reconciliation of three (3) LMR System Sites to align with the updated LMR System Design are within the scope of the impacts analyzed in the Final Environmental Impact Report (EIR) for the Los Angeles Regional Interoperable Communications System (LA-RICS) LMR System previously certified under the California Environmental Quality Act (CEQA) on March 29, 2016; and (b) there are no changes to the project at these sites or to the circumstances under which the project is undertaken that require further review under CEQA.
2. Approve Amendment No. 22 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect the reconciliation of three (3) LMR System Sites to align with the updated LMR System Design for a cost increase in the amount of \$476,676.
3. Authorize an increase to the Maximum Contract Sum by \$476,676, when taking the cost increase into consideration from \$285,950,390 to \$286,427,066.
4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 22.
5. Delegate authority to the Interim Executive Director to execute Amendment No. 22, in substantially similar form, to the enclosed Amendment (Enclosure).



Board Member Alexander asked what the three sites are and Administrative Manager Jeanette Arismendez stated Mount McDill, Rio Hondo, and Saddle Peak.

Director Gialamas asked for a motion to approve the minutes, Board Member Chidester motioned first, seconded by Director Gialamas

Ayes 7: Chidester, Alexander, Geiger, Bundesen, Gialamas, Perez, and Povero.

MOTION APPROVED

IX. MISCELLANEOUS – NONE

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

Board Member Alexander stated there are certain policy issues this Board is going to undertake in the near future. The Funding Plan, How we we will be administering the billing cost for those members that opted-out? Director Gialamas stated policy, funding billing are also his concerns for the Board to address. Board Member Chidester stated a list of potential subscribers should be presented for the Board discussion, consideration. Director Gialamas stated we will need to consider subscriber models, two types for LMR and LTE subscribers. Alternate Member Geiger stated member rates going forward need to be discussed das well because some of these issues have changed over the course of the past years, including the change in commitment of grant funds and two the opt-out date had not occurred yet when certain decisions were made. Interim Executive Director Radeleff said staff is working on these items and will be presenting them to your Board for consideration in the coming meetings.

XI. CLOSED SESSION REPORT

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

The Board entered into Closed Session at 10:06 a.m., and returned to Open Session at 10:46 a.m.; the Brown Act requires no report.



XII. ADJOURNMENT OF THE REGULAR AND SPECIAL MEETINGS and NEXT REGULAR MEETING:

Director Gialamas announced adjournment at 10:46 a.m. The Board's consensus was unanimous. Director Gialamas announced the next regular Board meeting will likely be rescheduled, with a Special Meeting tentatively scheduled for Monday, December 12, 2016, at 9:00 a.m., at the Los Angeles County Sheriff's Department, Hertzberg Davis Forensic Science Center, 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.



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.)

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

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



BOARD OF DIRECTORS

SPECIAL MEETING MINUTES

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY**

November 29, 2016
The Hertzberg Davis Forensic Science Center
1800 Paseo Rancho Castilla, Conference Room 223 through 227
Los Angeles, CA 90032

Board Members Present:

Cathy Chidester, Dir., EMS Agency, County of LADHS
Mark Alexander, City Manager, CA Contract Cities Assoc.
Mark Fronterotta, Chief of Police, City of Inglewood 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, Asst., Fire Chief, County of Los Angeles Fire Dept.
Dean Gialamas, Division Dir., Los Angeles County Sheriff's Dept.
Joe Ortiz, Captain, City of Sierra Madre Police Dept.
Chris Nunley, Captain, City of Signal Hill Police Dept.

Officers Present:

John Radeleff, LA-RICS Interim Executive Director

Absent:

Chris Donovan, Fire Chief, City of El Segundo Fire Dept.



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

I. CALL TO ORDER

Director Dean Gialamas called the Special Meeting of the Board to order at 9:32 AM.

II. ANNOUNCE QUORUM – Roll Call

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

III. PUBLIC COMMENTS

IV. CONSENT CALENDAR – (None)

V. REPORTS (None)

VI. DISCUSSION ITEMS (None)

VII. CLOSED SESSION ITEM (A)

1. PUBLIC EMPLOYMENT
(Government Code Section 54957)
Interview and consideration of candidate(s) for the position of Executive Director.
2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(Government Code Section 54957(b)(1))
Title: Executive Director / Interim Executive Director
3. PUBLIC EMPLOYMENT
(Government Code Section 54957(b)(1))
Title: Executive Director / Interim Executive Director
4. CONFERENCE WITH LABOR NEGOTIATORS
(Government Code Section 54957.6)
Labor Negotiator: County Counsel

The Board entered into Closed Session at 9:35 a.m. and returned to Open Session at 12:03 p.m. After returning to Open Session, County Counsel Moore stated that the Board has selected a final candidate for the position of Executive Director, and that the action will be returned to the Board for appointment following negotiation of a contract with the candidate. The Board instructed County Counsel to negotiate a contract with the final candidate which is approved as to form by County Counsel, and is based on the salary scale posted with the job listing. The vote from the Board



was unanimous with all Board members present, except Director Cathy Chidester, who left at 10:19 a.m.

VIII. MISCELLANEOUS – NONE

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

X. ADJOURNMENT OF THE REGULAR AND SPECIAL MEETINGS and NEXT REGULAR MEETING:

Director Gialamas announced adjournment at 12:05 a.m. The Board's consensus was unanimous. The next regular Board meeting will take place on Thursday, January 5, 2016, at 9:00 a.m., at the Los Angeles County Sheriff's Department, Hertzberg Davis Forensic Science Center, 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.



BOARD MEETING INFORMATION

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Los Angeles Regional Interoperable Communications System

PROJECT DESCRIPTION

Events of 9-11-01 have highlighted the need for first responders to be able to communicate with each other. Emergency communications primarily address local jurisdictional needs and most agencies utilize separate radio towers, equipment, and radio frequencies. LA-RICS is designed to address each of those concerns.

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

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

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

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

Location:

2525 Corporate Place, Suite 100
Monterey Park, CA 91754

Authority:

Los Angeles Regional Interoperable
Communications System

Management:

LA-RICS Project Team

Consultant:

Jacobs Program Management Company

Communications Vendor:

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



Monthly Report No. 56

For November, 2016

Submitted December 7, 2016

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LTE-1 UPDATES

Site/Civil/Closeout

- Construction is complete on 63 sites and four COW's. There are an additional nine (9) SCE COW sites which are to be completed in late December/early January.
- The Authority has received close-out books for all 63 sites. There remains significant documentation for sites that is not yet received by the Authority that MSI is working to deliver. Final retrieval of all documentation to complete the Close out binders is scheduled for end of the Warranty Period.

Network/Acceptance Test Plans (ATPs)

- Individual site ATP's both technical and physical have been performed and completed by all parties. The final technical review by LARICS engineers (Teleate) is now in process through the operations and performance of the Network. The implementation of Rev 9 to Rev11 for the Core is scheduled for completion in late January 2017. These software upgrades will provide visibility into the overall performance assisting LARICS operations team during present and future optimization for ongoing maintenance of the system.
- All sites previously containing punch list items and required re-test have been completed.
- MSI addressed all punch list items and provided documentation to the Authority for all 63 sites except one (PHN). The schedule to complete PHN has not yet been determined due to software inconsistency. MSI is currently in process of resolving.

SCE COWS

- SCE is currently under construction on all 9 remaining COW's providing infrastructure for both utilities (power and fiber/backhaul).
- The schedule is as follows:
 - i. The infrastructure for all SCE COW's is complete except for one site: SCESTUD.
 - ii. The power and fiber installation for all SCE COW's are scheduled for completion by mid-December.
 - iii. Integration of the SCE COW's will follow the revision9 (R9) software upgrade per the contract. This upgrade to the Core is scheduled for completion by the end of December allowing the COW's to complete commissioning prior to the integration into the Network. Following the (R9) upgrade final version (R11) will be installed. The (R11) will bring added features in day to day monitoring for KPI's of the RAN or individual sites required per the contract.
 - iv. Integration for the COW's are scheduled to begin in January and expected to be complete early February.

Operations/Training

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

Special Events

- Los Angeles County Sheriff (LASD) and Los Angeles County Fire (LACoFD) will provide demonstrations for government agencies and potential users to provide insight into the PSBN technology. The schedule for these events are listed below:
12/6: Demo/Meeting with UCLA
1/2: Rose Parade SOW and COW relocation

LTE-2 UPDATES

PSBN Round 2 Plan

- Submitted plan to NTIA at the end of September. It is currently under review.
- NTIA cancelled site visit planned for week of October 24th. New dates have not yet been selected.

Site I.D., Justification

- Completed 51 Site Candidate Information Packages (SCIP).
- Commenced initial site walk, final site walk, SAA, and environmental analysis scheduling.

RF Design

- In-depth RF design to ensure all potential holes were identified.
- Reviewed each search ring and identified potential candidates.
- Created detailed paper analysis of each SCIP to use and work with RF engineering to determine viability of each candidate.

Backhaul Design

- Initial Backhaul design completed by Teleate and is under review.

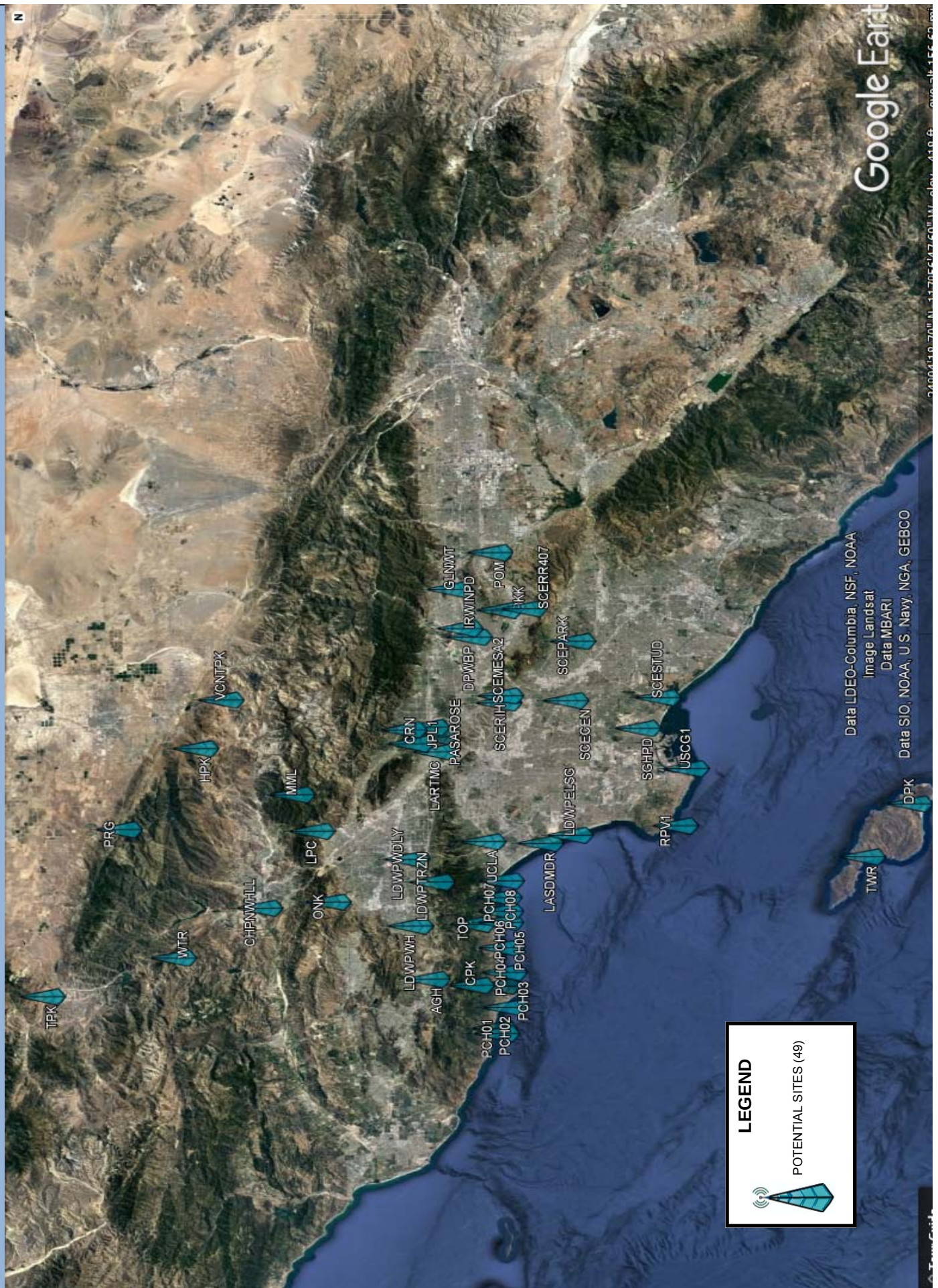
MSI Negotiations

- Negotiations have not started yet, internal review and redlining of Phase 1 of PSBN agreement is underway. A meeting to discuss LTE2 with MSI has not yet been scheduled.

Budget

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

POTENTIAL LTE-2 SITES



LMR UPDATES

Environmental Update

- Attended a teleconference with USFS staff on November 2 and 16 to discuss the temporary use permit and the pathways for NEPA, Section 7, and Section 106 for LMR sites on the Angeles National Forest.
- Attended a teleconference with FEMA and CalOES on November 16.
- Prepared and submitted to FEMA a Section 106 compliance status spreadsheet on November 16 and an overall LMR project environmental compliance status spreadsheet on November 21.
- Continued preparation of EMIS data packages for the Group 4 sites. The sites in Group 4 have been revised, and the data packages are being revised accordingly.
- Received EMIS Clearance on the remaining Group 2 sites from FEMA.
- Jacobs is preparing a memo to support a CATEX finding for Site UNIV. and STATEX worksheets for 9 sites.
- Continued to work with Pyramid and FCS on their WEAP, MMRP, and tribal consultation (environmental compliance documents) and compliance reporting plans and requirements including supporting presentation of the WEAP training on November 15.
- Attended site walks with the Authority and MSI.
- Submitted letters to FEMA on November 1 requesting USFWS concurrence for the remaining LMR sites addressed in the BRR and that are not on federal land.
- Submitted a draft Supplement to the BRR to FEMA on October 31.
- Jacobs is preparing a BA and a BE to support geotechnical activity on USFS sites.

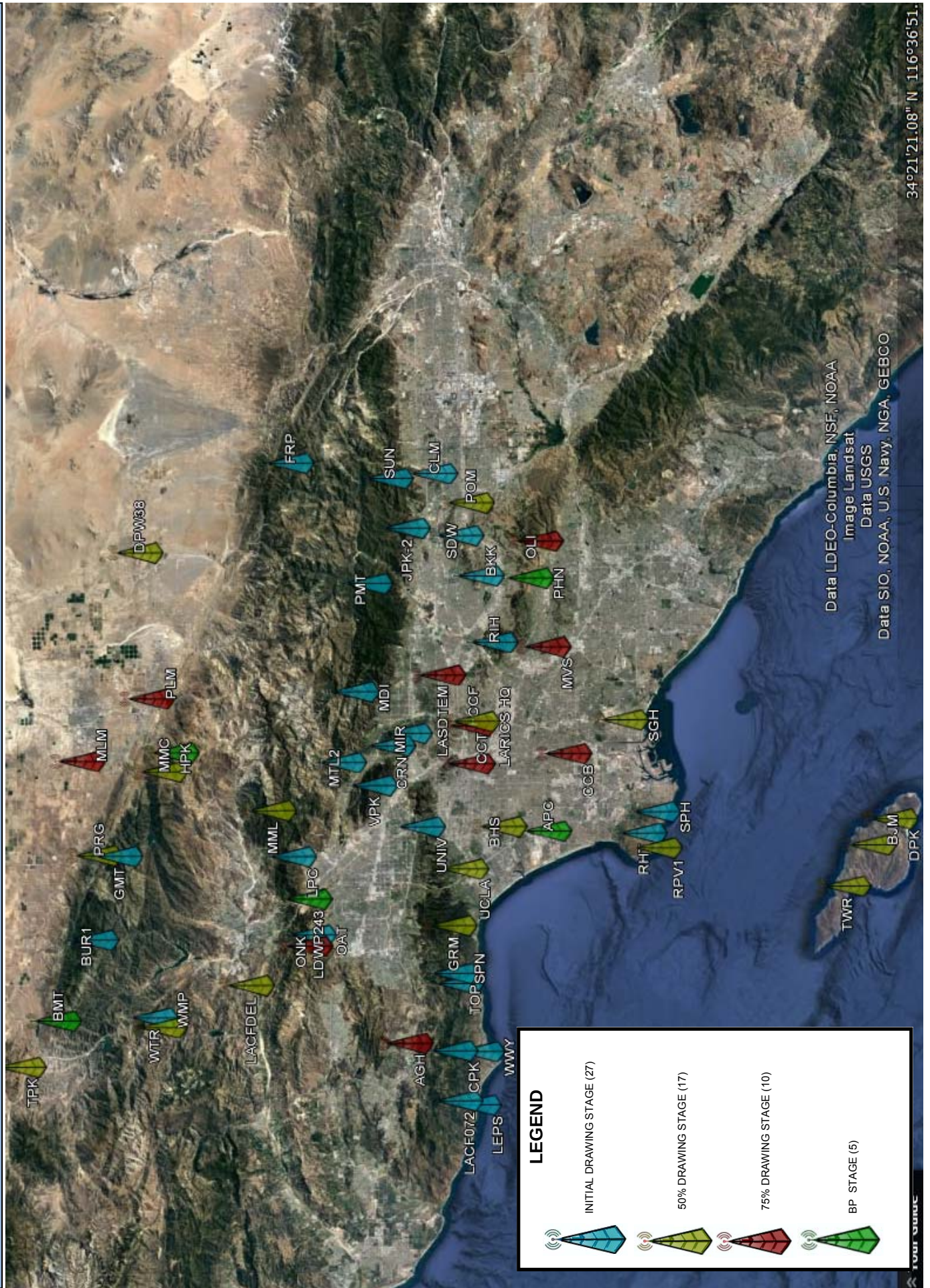
Budget

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

Site/Civil

- As of 11/23/2016 one LMR Building Permit Application has been approved and issued.
- 38 each 50% CD's have been received for review and approval by the authority as of 10/24/2016.
- 14 each 75% CD's have been received for review and approval by the authority as of 11/23/2016.
- 6 each 100% CD's have been received for review and approval by the authority as of 11/23/2016 and were submitted to LA County Department of Public Works for review and Building Permit issuance.
- Jacobs continues task of obtaining SAA's for 19 LMR sites (SAA's for remainder sites being processed by LA County CEO-RED).
- As of 11/23/2016 seventeen (17) executed SAA's are in place.

LMR SITES



AGENDA ITEM D - ENCLOSURE

Activ ID	Activity Name	Start	Finish	Duration % Complete	Remaining Duration	Total Float	2014												2015												2016												2017												
							F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A										
	Total	04-Feb-14 A	27-Mar-17	88.51%	90	256																																																	27
	LA_City	04-Mar-14 A	10-Oct-16 A	100%	0																																																	10-Oct-16 A	
	LA.LDWP243	12-Mar-14 A	05-Aug-16 A	100%	0																																																	05-Aug-16 A	
	LA.LAPD077	12-Mar-14 A	22-Jul-16 A	100%	0																																																	22-Jul-16 A	
	LA.LAPDDVN	12-Mar-14 A	22-Jul-16 A	100%	0																																																	22-Jul-16 A	
	LA.LAPDFTH	12-Mar-14 A	08-Jun-16 A	100%	0																																																	08-Jun-16 A	
	LA.LAPDHLB	04-Mar-14 A	23-May-16 A	100%	0																																																	23-May-16 A	
	LA.LAPDHWD	12-Mar-14 A	08-Jul-16 A	100%	0																																																	08-Jul-16 A	
	LA.LAPDMIS	12-Mar-14 A	29-Jul-16 A	100%	0																																																	29-Jul-16 A	
	LA.LAPDNWT	12-Mar-14 A	23-May-16 A	100%	0																																																	23-May-16 A	
	LA.LAPDNHD	12-Mar-14 A	10-Oct-16 A	100%	0																																																	10-Oct-16 A	
	LA.LAPDOLY	10-Mar-14 A	22-Jul-16 A	100%	0																																																	22-Jul-16 A	
	LA.LAPDPAC	12-Mar-14 A	08-Jul-16 A	100%	0																																																	08-Jul-16 A	
	LA.LAPDRAM	12-Mar-14 A	22-Jul-16 A	100%	0																																																	22-Jul-16 A	
	LA.SEP	12-Mar-14 A	20-Jun-16 A	100%	0																																																	20-Jun-16 A	
	LA.SWP	12-Mar-14 A	27-Jun-16 A	100%	0																																																	27-Jun-16 A	
	LA.LAPDTOP	12-Mar-14 A	29-Jul-16 A	100%	0																																																	29-Jul-16 A	
	LA.LAPDVNS	12-Mar-14 A	08-Aug-16 A	100%	0																																																	08-Aug-16 A	
	LA.LAPDWLA	12-Mar-14 A	29-Jul-16 A	100%	0																																																	29-Jul-16 A	
	LA.LAPDWVD	12-Mar-14 A	08-Jul-16 A	100%	0																																																	08-Jul-16 A	
	LA.LAPDWIL	12-Mar-14 A	29-Jul-16 A	100%	0																																																	29-Jul-16 A	
	LA.LAPP001	12-Mar-14 A	20-Jun-16 A	100%	0																																																	20-Jun-16 A	
	LA.VPC	12-Mar-14 A	27-Jun-16 A	100%	0																																																	27-Jun-16 A	
	LA_County	21-Feb-14 A	30-Dec-16	95.72%	31	315																																																	30-Dec-16
	LA.FCCF	12-Mar-14 A	05-Aug-16 A	100%	0																																																	05-Aug-16 A	
	LA.MLM	12-Mar-14 A	01-Jul-16 A	100%	0																																																	01-Jul-16 A	
	LA.LASDNCC	12-Mar-14 A	01-Jun-16 A	100%	0																																																	01-Jun-16 A	
	LA.LASDALD	12-Mar-14 A	08-Jul-16 A	100%	0																																																	08-Jul-16 A	
	LA.LASDCSN	12-Mar-14 A	23-May-16 A	100%	0																																																	23-May-16 A	
	LA.CEN	12-Mar-14 A	15-Jul-16 A	100%	0																																																	15-Jul-16 A	

[illegible]

[illegible]

Summary					LMR Summary Schedule by Phase												Data Date 19-Nov-16																				
Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish	2016				2017				2018				2019				2020														
							O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A
Total		1356	889	34.44%	09-Nov-15 A	05-May-20																															
LMR Phase 1		809	342	57.73%	09-Nov-15 A	30-Mar-18																															
LMR Phase 2		507	470	7.3%	29-Sep-16 A	26-Sep-18																															
LMR Phase 3		462	425	8.01%	29-Sep-16 A	25-Jul-18																															
LMR Phase 4a (Site)		508	436	14.17%	29-Sep-16 A	27-Sep-18																															
LMR Phase 4b (SI)		418	418	0%	28-Sep-18	05-May-20																															



Monthly Report - #33

Reporting Period: 10/17/16 thru 11/11/16

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

Motorola Solutions, Inc.



MOTOROLA SOLUTIONS

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1. Executive Summary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This report covers the period from 10/17/16 to 11/11/16

No Amendments or Notices To Proceed (NTP) were issued during this period.

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

PSBN Project Dashboard			
Category	Rating	Change	Comments
Schedule			The balance of training and final documentation is impacting the schedule completion date. Planned system upgrades limit the ability for the Authority to utilize the PSBN depending on the specific upgrade performed.
Quality			System experienced slow bandwidth performance during West Hollywood parade. MSI submitted its findings for review. System upgrade for particular components occurred during "blackout" period; MSI addressed the procedural error. The Authority and MIS are working through the performance issue.
Risk			Authority managed construction is in progress for the SCE Cell on Wheel sites. Progress of construction completion may impact COW site completion by 12/31/16.
Scope			MSI and Authority are reviewing completion of contract requirements.
Budget			Authority has not yet authorized payment for excess equipment that was ordered by Authority and delivered prior to any stop work notices.

2. Project Status

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

2.1 Tasks In-Progress and Completed

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

Activity Name	Activity Status
LA-RICS Deliverables	
Provide Access and Escorts to EPC and RAN Sites	As Needed
Construction, Power & Fiber for 10 SCE COW Sites	In Progress
System Design Activities	

Activity Name	Activity Status
Network Management System Design Update With Comments	In Progress
Site Construction & Site Modification (Phase 2)	
Permit Clear for Applicable LTE Sites (3)	In Progress
System Implementation (Phase 4)	
LTE EPC Install & Configuration / Test	In Progress
LTE EPC & SMMS Software Upgrades	In Progress
COW Sites Install, Configuration, Commissioning / Test	In Progress
Closeout documents & as-built drawings	In Progress
LTE Training (Wave 1 complete / Wave 2 scheduled)	In Progress
PSBN Acceptance Test Documentation	In Progress

2.2 Tasks Planned for Next Period (11/14/16 thru 12/12/16)

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

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

2.3 Authority Look-Ahead Tasks (120-Day)

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

Activity Name	Start
LA-RICS Deliverables	
Provide Access to Sites	In Progress
Construction, Power & Fiber Services for 10 SCE COW Sites	In Progress
Acceptance Test Plan	
Revised ATP Review and Approvals	In Progress
Site Design Activities	
Site Construction and Site Modification (Phase 2)	
Site Inspections & Permit Clear (3 sites)	In Progress

Activity Name	Start
System Implementation (Phase 4)	
EPC & Network Management Installation Testing (<u>Potential Reconfiguration</u>)	As needed
PSBN Site Equipment Inspections	As needed
Cluster Tuning (COWs) and Testing Review	In Progress (TBD)
PSBN Training Attendance (Wave 2)	In Progress
PSBN As-Built Documentation Review	In Progress

3. Project Risk Register

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

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

4. Areas of Concern

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

ID	Event / Circumstance	Remedial Action Taken or Required
24-01	Final Site Documentation	MSI construction subcontractors have been very slow in delivering final site documentation which may impact delivery delay.
27-01	High Interference Levels on Multiple Sites	MSI completed the correction of the high interference levels at specific sites.
28-01	Asset Mgt System Sign-Off	ATP for IMTS has been ongoing for over a year. Same system is in use by LMR project and was accepted. MSI concluded its testing and is requesting acceptance or resolution to any disputed test results.
28-02	System ATP Reviews	ATP review process has been ongoing since 9/1/2015. Need technical teams to reach agreement so system ATPs can be concluded. Technical teams have reached an agreement on site ATPs, tests were completed in August. MSI and Authority are reviewing all other punch list items and items under dispute for final system close out on 12/31/16.

5. Disputes and Claims

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

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

6. Financial Status

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

PSBN Invoice Payment Category	Invoice Payment Totals
PSBN Contract Sum Full Payable Amount (Phases 1-4)	\$ 100,248,645
Cumulative Invoice Payments from Last Report	(\$ 75,667,463)
Total Invoice Payments This Period	(\$)
Remaining Amount to be Paid	\$ 24,581,182

7. LA-RICS PSBN Project Schedule

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

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See attached PSBN Summary Schedule (PDF file)



Monthly Report #39

Reporting Period: 10/17/16 thru 11/11/16

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

Motorola Solutions, Inc.



MOTOROLA SOLUTIONS

AGENDA ITEM D - ENCLOSURE

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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.

This report covers the period from 10/17/16 through 11/11/16

This month's report for the LA-RICS LMR program covers the reporting period from **10/17/16** through **11/11/16**.

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).

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

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

The primary Phase 1 activities for this period include:

LMR System Redesign

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

Site Design Activities

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

LA-RICS Deliverables - Authority Site Access Agreements

Authority's efforts to develop and execute the applicable Right of Entry and Site Access Agreements for the required sites in the LMR design are ongoing. This activity is primarily being driven by the Authority's Site Access Team in conjunction with LA County CEO Real Estate Division. As of this reporting period 18 Site Access Agreements have been executed.

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

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

LMR Project Dashboard			
Category	Rating	Change	Comments
Schedule			Delayed submission of permits and A&E drawings has negatively impacted the schedule. A revised schedule for all phases (1-4) was submitted and formally reviewed 9/8/16. A&E drawing progress is being followed and tracked on a weekly basis.
Quality			Construction drawings process is slow, and additional corrective actions are being put into place. Two additional A&E firms have been incorporated to increase throughput and quality. Continued progress has been made since the last reporting period and is being tracked on a weekly basis.
Risk			Risk items have been identified regarding: Spectrum, Site Access Agreements, and Site Conditions. FEMA independent site environmental approvals required.
Scope			Scope is well defined although there may be increased scope associated with the design enhancement recommendations and in construction once geotechnical investigations are complete.
Budget			Current budget reflects contract pricing and includes 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. Objective is to true-up sites on a monthly basis to support project schedule.

2. Project Status

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

2.1 Tasks In Progress or Completed

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

Activity Name	Activity Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
Additional Sites for Consideration Environmental Reviews	In Process
Notice To Proceed for applicable sites	In Process
LMR System Redesign	

Activity Name	Activity Status
Redesign baseline site parameters & redesign development	In Process
Contract True-up of site designs and equipment for each site	In Process
Site Design, Zoning and Permitting	
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process
Geotechnical Boring (applicable sites)	In Process
Develop Construction Drawings & Approvals	In Process
Submit Permits Drawings and Approvals	In Process

2.2 Tasks Planned for Next Period (11/14/19/16 thru 12/16/16)

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

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

2.3 Authority Look-Ahead Tasks (120-Day)

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

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

3. Project Risk Register

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

Title	Assigned	Impact	Risk Description	Status
			work at sites.	
Delayed Drawings and Permit Release	Motorola & Authority	High	Delay in permit submission and release impacts construction schedule and ability to meet grant spending guidelines. Changes in site design by Authority and incorporating system redesign elements are impacting drawing progress for certain sites. Zoning outreach and zoning submittal progress for applicable sites may impact building permit submittals and approvals.	Active
Site Access Agreements	Authority	High	Lease holder approvals are needed in order to implement LA-RICS improvements at sites.	Active
Project Schedule	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 to report this period		

6. Financial Status

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

Invoice Payment Category	Invoice Payment Totals
Contract Sum Full Payable Amount (Amendment 21)	\$155,141,100
Cumulative Invoice Payments from Last Report	\$ 46,981,653
Total Invoice Payments This Period	\$
Remaining Amount to be Paid	\$108,159,447

7. LA-RICS Master Schedule

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

(See attached LMR Executive Project Summary Snapshots)



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

December 12, 2016

To: LA-RICS Authority Board of Directors

From: John Radeleff
Interim Executive Director

OUTREACH UPDATE

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

Municipality	Meeting Date
<i>Los Angeles County Police Chief Association</i>	November 1, 2016
<i>IWCE Critical Communication Forum</i>	November 2, 2016
<i>Orange County Sheriff Dept. Communications Division</i>	November 7, 2016
<i>Compton Unified School District Police Department</i>	November 16, 2016
<i>FirstNet LA Metro Engagement with Police & Fire Chiefs</i>	November 22, 2016
<i>La Canada Flintridge Planning Commission</i>	November 22, 2016
<i>Via Verdes Estates HOA Board of Directors Meeting</i>	November 29, 2016
<i>Bel Vintage HOA Board of Directors Meeting</i>	November 29, 2016

Interim Executive Director Radeleff and representatives from the LA-RICS Team provided a demonstration to members of the Los Angeles County Police Chief Association.

Interim Executive Director Radeleff and Jacobs Program Manager Chris Odenthal attended the IWCE Critical Communications Forum in Chicago where they were

panelist where they discussed Los Angeles Regional Interoperable Communications System (LA-RICS) user experience on the Long Term Evolution (LTE) system.

In regards to outreach to potential users, Interim Executive Director Radeleff met with members of the Orange County Sheriff Department Communication Division to discuss potential user sharing opportunities.

Representatives from the LA-RICS Team met with members of the Compton Unified School District Police Department to discuss use of the LA-RICS LMR system and equipment.

LA-RICS hosted the FirstNet Los Angeles Metro Engagement with Police and Fire Chiefs. Sheriff McDonnell provided opening remarks and introduced Mike Bostic, FirstNet LE Representative. The meeting was well attended and LA-RICS staff demonstrated system capabilities at the conclusion of the meeting.

The LA-RICS Team also attended the La Canada Flintridge Planning Commission meeting to discuss the Cerro Negro LMR site. The Planning Commissioners voted unanimously to approve our project.

The LA-RICS Team, attended the Via Verdes Estates and the Bel Vintage HOA Board of Directors Meetings to discuss the San Dimas LMR site. Both meetings went well and the Bel Vintage Board of Director's asked that the Team return prior to the start of construction to provide a presentation to homeowners.

Lastly, the LA-RICS Communication Team has finalized the Fact Sheet and Newsletter. The Newsletter will be distributed via email to over 800 people. Final changes to our website are underway and will receive a total revamp by the end of the year.

WST:pl



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JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

December 12, 2016

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

Dear Directors:

2017 SCHEDULE OF LA-RICS BOARD MEETINGS

SUBJECT

Board approval is requested for the 2017 Schedule of LA-RICS Board Regular Meetings. The location for the 2017 Board meetings will be at the Los Angeles County Sheriff's Department, The Hertzberg Davis Forensic Science Center, 1800 Paseo Rancho Castilla, Conference Rooms 223 through 227, Los Angeles, California 90032.

RECOMMENDED ACTIONS

It is recommended that the Board:

1. Approve the following dates for the calendar year 2017 Board Regular Meeting Schedule:

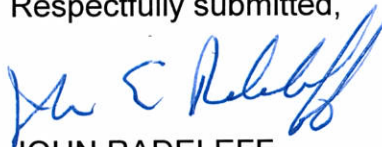
January 5
February 2
March 2
April 6
May 4
June 1
July 6
August 3
September 7
October 5
November 2
December 7

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The approval of the recommended action will set the date, time, and location for each Regular Meeting of this Board for calendar year 2017.

Respectfully submitted,



JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

WST:pl

X:\0-Board of Directors\1-Agendas & Minutes (JPA Board of Directors)\01-AGENDAS\2016 Agendas\12-December 12, 2016\Agenda Item X - 2017 Schedule of LA-RICS Board Meetings.10.24.2016.pl.docx

c: Counsel to the Authority



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 100
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<http://www.la-rics.org>

JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

December 12, 2016

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

Dear Directors:

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

SUBJECT

Board approval is requested to execute Amendment No. 23 to revise Agreement No. LA-RICS 007 (Agreement) to (a) make certain environmental findings pertaining to certain LMR System Sites; (b) approve design, construction, implementation, operation, and maintenance of LMR System infrastructure at ten (10) LMR System Sites, subject to future reconciliation of the sites to align with LMR System Design and corresponding costs; (c) include four (4) LMR System Sites into the scope of Phase 1 (System Design), and exercise the Unilateral Options; and (d) purchase Radio Equipment for LMR User Equipment; resulting in an increase to the Maximum Contract Sum by \$39,016. Amendment No. 23 will be substantially similar in form to Enclosure 1.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Make the following findings:
 - a. Find that approving activities covered by the Unilateral Options for Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), and Phase 4 (LMR System Implementation), which would allow design, construction, implementation, operation, and maintenance of LMR System infrastructure, including all

Work included in the Agreement No. LA-RICS 007, as well as any amendments, and Notices to Proceed as referenced herein and in the Agreement, is statutorily exempt from review under California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25 at nine (9) LMR System Sites (BHS, BKK, DPW38, LAN, POM, RPV1, SPH, UCLA and WWY) and is categorically exempt from CEQA pursuant to CEQA Guidelines Sections 15301, 15303 and 15304 at one (1) LMR System Site (UNIV) for the reasons stated in this letter and as noted in the record of the project.

- b. Find that any leased circuit work that may occur outside of the ten (10) LMR System Sites identified in Section 1.a, above, if needed to provide network connectivity to the LMR System site, is categorically exempt under CEQA pursuant to CEQA Guidelines Sections 15301, 15303, and 15304 for the reasons stated in this letter and as noted in the record of the project.
 - c. Find that inclusion of one (1) LMR System Site (Industry Water Tank (IND)) into Phase 1 (System Design) and exercise of the Unilateral Option for all Work in Phase 1 (System Design) at this site is not a project CEQA pursuant to CEQA Guidelines Sections 15378 and 15061(b)(3), is statutorily exempt from CEQA pursuant to CEQA Guidelines Sections 15262, and is categorically exempt from CEQA pursuant to CEQA Guidelines Sections 15304 and 15306 for the reasons stated in this letter and in the record for the project.
 - d. Find that the purchase and use of Radio Equipment for Agreement No. LA-RICS 007 is exempt from review under CEQA as it is not a project pursuant to CEQA Guidelines Sections 15378(b)(2) and (b)(5), and 15061(b)(3).
2. Approve the activities covered by the Unilateral Options for Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), and Phase 4 (LMR System Implementation), which would allow design, construction, implementation, operation, and maintenance of LMR System infrastructure, and any leased circuit work that may be needed, at ten (10) LMR System Sites (BHS, BKK, DPW38, LAN, POM, RPV1, SPH, UCLA, UNIV, and WWY), subject to future reconciliation of the sites to align with LMR System Design and corresponding costs.
3. Approve Amendment No. 23 (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. Include four (4) LMR System Sites (IND, SPH, UNIV, and LAN) and all Work associated with these sites into Phase 1 (System Design, to be contemplated in the LMR System for a cost increase in the amount of \$38,068.
 - b. Exercise the respective Unilateral Options for the four (4) LMR System Sites pursuant to Item 2.a.
 - c. Purchase Radio Equipment to be used with the Authority's LMR User Equipment in the amount of \$948.
4. Authorize an increase to the Maximum Contract Sum by \$39,016, when taking the cost increases into consideration from \$286,427,066 to \$286,466,082.
5. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 23.
6. Delegate authority to the Interim Executive Director to execute Amendment No. 23, in substantially similar form, to the enclosed Amendment (Enclosure 1).

BACKGROUND

The Authority continues to work closely with Motorola on the LMR System redesign. As this is an iterative process, the ongoing design work has resulted in the need to include additional sites and corresponding costs for certain LMR System Sites into the scope of Phase 1 (System Design). Amendment No. 23 reflects the most recent set of sites that recommended for inclusion into Phase 1.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions is to make changes necessary to (a) make certain environmental findings pertaining to certain LMR System Sites; (b) reflect the Board's intent to design, construct, implement, operate, and maintain LMR System infrastructure at ten (10) LMR System Sites, subject to future reconciliation of the sites to align with LMR System Design and corresponding costs; (c) reflect the inclusion of four (4) LMR System Sites and all Work associated with these sites into Phases 1 (System Design and exercise the Unilateral Options; (d) and reflect the purchase of certain Radio Equipment for LMR User Equipment; (f) all actions increasing the Maximum Contract Sum by \$39,016.

As a result of the membership opt outs and redesign efforts to date, it is necessary to include four (4) LMR System Sites, as reflected in Table 1, into Phase 1 (System

Design). The need exists to include additional sites into the LMR System design to supplement sites that are no longer viable in order to achieve the coverage needs of the region's public safety personnel.

TABLE 1		
NO.	SITE ID	SITE
1.	IND	Industry Water Tank
2.	LAN	Lancaster
3.	SPH	San Pedro Hill County
4.	UNIV	Universal Studios

The recommendations also reflect the Board's intent to design, construct, implement, operate, and maintain LMR System infrastructure at the following ten (10) LMR System Sites, as reflected in Table 2, subject to future reconciliation of the sites to align with LMR System Design and corresponding costs. Three of these ten sites (LAN, SPH, and UNIV) are also reflected in Table 1 and are recommended for inclusion into the scope of Phase 1 (System Design) and exercise of the Unilateral Option for Phase 1.

TABLE 2		
NO.	SITE ID	SITE
1.	BHS	Baldwin Hills County
2.	BKK	BKK Landfill
3.	DPW38	Los Angeles County Water Tank
4.	LAN	Lancaster
5.	POM	Pomona Courthouse
6.	RPV1	Rancho Palos Verdes
7.	SPH	San Pedro Hill County
8.	UCLA	UCLA Factor Building
9.	UNIV	Universal Studios
10.	WWY	Winding Way

Additionally, it is necessary to purchase Radio Equipment, in particular six headset adapters to be used with certain LMR User Equipment, necessary for use and testing of the LMR Early Deployment System. Currently, the dispatcher headsets cannot be used on the LA-RICS console desk radios because they are not compatible. The adapter provides the necessary compatibility with member agencies' existing headsets. There is no installation required; the user merely has to plug their headset into the adapter box and plug the adapter box into the console desk radio.

FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 23 will increase the Maximum Contract Sum by \$39,016 from \$286,427,066 to \$286,466,082, when taking the cost increases into consideration, and shall be fully reimbursed by the Urban Areas Security Initiative (UASI) grant.

ENVIRONMENTAL DOCUMENTATION

Public Resources Code Section 21080.25, the statutory CEQA exemption adopted specifically for LA-RICS, exempts certain elements of LA-RICS LMR System from CEQA review so long as they meet certain criteria set forth in the exemption. The Authority's staff and environmental consultants have reviewed the ten (10) sites proposed for design, construction, implementation, operation, and maintenance of LMR System infrastructure, subject to future reconciliation of the sites to align with LMR System Design and corresponding costs, and have determined that the nine (9) sites identified in Table 3 meet all of the criteria for exemption set forth in Public Resources Code Section 21080.25 (summarized below).

TABLE 3		
NO.	SITE ID	SITE
1.	BHS	Baldwin Hills County
2.	BKK	BKK Landfill
3.	DPW38	Los Angeles County DPW Water Tank
4.	LAN	Lancaster
5.	POM	Pomona Courthouse
6.	RPV1	Rancho Palos Verdes
7.	SPH	San Pedro Hill County
8.	UCLA	UCLA Factor Building
9.	WWY	Winding Way

This determination is based upon substantial evidence in the record that shows each of the following, as required by the exemption:

- All of the sites identified in Table 3 are publicly owned and already contain antenna support structures and/or a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.
- Construction and implementation at each of the sites identified in Table 3 would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species.
- Construction and implementation at each of the sites identified in Table 3 would not have a substantial adverse impact on historical resources pursuant to Section 21084.1.

- Operation of LMR facilities at each of the sites identified in Table 3 would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Sections 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.
- The LMR antenna support structures for the sites identified in Table 3 would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. All proposed lattice towers for the sites identified in Table 3 shall not exceed 180 feet in height without appurtenances and attachments, and all proposed monopoles for the sites identified in Table 3 shall not exceed 70 feet in height without appurtenances and attachments.
- Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.
- None of the sites are located on a school or sacred cultural site.

For the Universal Studios (UNIV) site, the tenth site proposed for design, construction, implementation, operation, and maintenance of LMR System infrastructure subject to future reconciliation of the sites to align with LMR System Design and corresponding costs, the Authority's staff and environmental consultants have determined that design, construction, implementation, operation, and maintenance of LMR System infrastructure at the UNIV site is categorically exempt from CEQA pursuant to State CEQA Guidelines Sections 15301, 15303 and 15304. A summary of the analysis done for the UNIV site is attached as Enclosure 3.

In addition, detailed project design work for the LMR System Sites may identify the need for leased circuit work (due to unavailability of microwave or other options) adjacent to the ten (10) LMR System Sites discussed above to connect these sites to network nodes or aggregation points, in which case some leased circuit work may occur on and around these sites. Leased circuit work, if needed, may consist of simply activating existing fiber infrastructure or implementing aerial drops with no physical environmental impact or, to the extent physical disturbance is required, minor trenching within existing road right of way. To the extent some leased circuit work may need to occur outside of these LMR System sites to allow connectivity between sites and the core, such work is categorically exempt under CEQA pursuant to State CEQA Guidelines Sections 15301, 15303, and 15304 since the work would involve minor alteration of existing facilities, mechanical equipment, and location of new small facilities as well as minor alteration in the condition of land within the public right of way and is therefore within certain classes of projects that have been determined not to have an a significant effect on the environment. There would be negligible to no expansion of use associated with this

activity since the fiber for the leased circuit lines are dedicated to providing this type of connectivity. Further, leased circuit work would not include the removal of healthy, mature scenic trees nor would it be located in a particularly sensitive environment, and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the categorical exemption inapplicable based on the project records.

For the Industry Water Tank (IND) site, Phase 1 System Design Work is an administrative activity of government which will not result in direct or indirect physical changes to the environment and therefore is not a project as defined in Sections 15378(b) and Section 15060(c) of the CEQA Guidelines. Phase 1 work for Site IND is also exempt from CEQA pursuant to Section 15262 of the State CEQA Guidelines as it involves feasibility and planning studies for possible future actions which the Authority has not approved, adopted or funded and for which the Authority has considered environmental factors. Further, Phase 1 work is categorically exempt under Guidelines Sections 15304 and 15306 since the activity includes minor alterations to land with no removal of healthy, mature, scenic trees and basic data collection, research and resource evaluation as information gathering or part of a study leading to an action which the Authority has not yet approved, adopted, or funded. As all work under Agreement LA-RICS 007 is contained in defined Phases, and each Phase identified in the Agreement must be initiated and approved by the Board via a Unilateral Option and pursuant to separately issued Notices to Proceed in order for any Work to occur in connection with Phases 1 through 5, we will return to the Board for consideration and approval of appropriate environmental documentation under CEQA prior to the proposed approval of any activities which may constitute a project under CEQA at the IND site, including the exercise of Unilateral Options beyond Phase 1 of the Agreement. The Authority retains the absolute sole discretion to modify the project as may be necessary to comply with CEQA and National Environmental Policy Act (NEPA). Nothing precludes the Authority from denying the Work at this project site, or from weighing the economic, legal, social, technological, or other benefits of the LMR System against its unavoidable environmental risks, if any, when determining whether to approve Work beyond Phase 1 System Design for the LMR System at IND site.

The purchase and use of Radio Equipment for Agreement No. LA-RICS 007 is also exempt from review under CEQA because it is not a project because the activity is excluded from the definition of a project by Sections 15378(b)(2) and (b)(5) and 15061(b)(3) of the State CEQA Guidelines. Approval of the amendment to include this purchase is an administrative activity of government which will not result in direct or indirect physical changes to the environment. The purchase and use of the Radio Equipment is also exempt from CEQA because it can be seen with certainty that there is no possibility that the purchase and use of Radio Equipment may have a significant effect on the environment.

Upon the Board's approval of the recommended actions, the LA-RICS Authority will file a Notice of Exemption for all the LMR System Sites contemplated in the recommended actions with the County Clerk in accordance with Section 15062 of the State CEQA Guidelines.

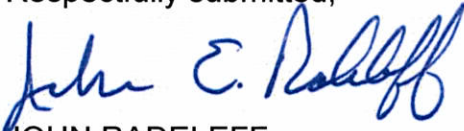
FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

CONCLUSION

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

Respectfully submitted,



JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

JA

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Enclosures

c: Counsel to the Authority

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

Recitals

This Amendment Number Twenty-Three (together with all exhibits, attachments, and schedules hereto, "Amendment No. 23") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of December _____, 2016, based on the following recitals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This Amendment No. 23 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. 23, 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. 23 refer to sections of the Base Document, as amended by this Amendment No. 23.

2. Inclusion of Four (4) LMR System Sites into the LMR System. The parties agree and acknowledge that the following four (4) LMR System Sites will be considered for inclusion in the LMR System and will be included into Phase 1 (System Design, and Work will occur at these LMR System Sites as required in the Agreement, and that these sites are added to the relevant portions of Exhibit C (Schedule of Payments).

INCLUSION OF LMR SYSTEM SITES INTO PHASE 1 – AMENDMENT 23		
Item No.	Site ID	Site Description
2.1	IND	Industry Water Tank
2.2	LAN	Lancaster
2.3	SPH	San Pedro Hill County
2.4	UNIV	Universal Studios

3. Exercise of Unilateral Options. As provided in Section 4.1.2.2(c) of the Base Document, the Authority has determined in its sole and unilateral discretion to exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) for those the four (4) LMR System Sites contemplated in this Amendment No. 23, which also takes Exhibit C (Schedule of Payments) into consideration. 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 1 (System Design) for the four (4) LMR System Sites contemplated in this Amendment No. 23, which also takes Exhibit C (Schedule of Payments) into consideration, in exchange for the amounts set forth in Exhibit C (Schedule of Payments) for such Work.
4. Purchase of Certain Radio Equipment for Use with LMR User Equipment. The parties agree and acknowledge that it is necessary to purchase Radio Equipment, in particular six (6) headset adapters to be used with existing LMR User Equipment (Console Desk Radios), necessary for use and testing of the LMR Early Deployment System. The adapters shall provide the necessary compatibility with member agencies' existing headsets and shall be purchased at the costs set forth in the relevant portions of Exhibit C (Schedule of Payments).
5. Amendments to the Base Document.
 - 5.1 Section 8.1.1 of the Base Document is deleted in its entirety and replaced with the following:
 - 8.1.1. The "Maximum Contract Sum" under this Agreement is Two Hundred Eighty-Six Million, Four Hundred Sixty-Six Thousand, Eighty-Two Dollars (\$286,466,082), which includes the Contract

Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

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

24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than Two Hundred Seventy-Four Million, Nine Hundred Ten Thousand, Two Hundred Forty-Four Dollars (\$274,910,244). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

6. Amendments to Agreement Exhibits.

- 6.1 Exhibit C.1 (LMR System Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (LMR System Payment Summary) to Exhibit C (Schedule of Payments) attached to this Amendment No. 23, which is incorporated by this reference.

- 6.2 Exhibit C.2 (Phase 1 – System Design) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.2 (Phase 1 – System Design) to Exhibit C (Schedule of Payments) attached to this Amendment No. 23, which is incorporated by this reference

- 6.3 Exhibit F (Administration of Agreement) is deleted in its entirety and replaced with Exhibit F (Administration of Agreement) attached to this Amendment No. 23, which is incorporated by this reference.

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

- 7.1 An authorized agent of Contractor has executed this Amendment No. 23;

- 7.2 Los Angeles County Counsel has approved this Amendment No. 23 as to form;

- 7.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 23; and

- 7.4 The Executive Director of the Authority has executed this Amendment No. 23.

8. Except as expressly provided in this Amendment No. 23, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
9. Contractor and the person executing this Amendment No. 23 on behalf of Contractor represent and warrant that the person executing this Amendment No. 23 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 23, and that all requirements of Contractor to provide such actual authority have been fulfilled.
10. This Amendment No. 23 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

* * *

AMENDMENT NUMBER TWENTY-THREE
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. 23 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

MOTOROLA SOLUTIONS, INC.

By: _____

John Radeleff
Interim Executive Director

By: _____

Norm Folger
Motorola Project Director

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

MARY C. WICKHAM
County Counsel

By: _____

Truc L. Moore
Principal Deputy County Counsel

EXHIBIT C.1 - SCHEDULE OF PAYMENTS LMR SYSTEM PAYMENT SUMMARY					
Summary	Unilateral Option Sum	Used Credits (Note 2)	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Minus 10% Holdback Amount
Phase 1 (Note 1)	\$ -	\$ 9,517	\$ 43,491,414	\$ 3,126,924	\$ 40,364,490
Phase 2	\$ -	\$ 337,720	\$ 38,380,617	\$ 3,728,671	\$ 34,651,945
Phase 3	\$ -	\$ 212,620	\$ 46,079,672	\$ 3,429,022	\$ 42,650,650
Phase 4	\$ -	\$ -	\$ 27,705,090	\$ 2,707,137	\$ 24,997,953
SUBTOTAL (Phases 1 to 4):	\$ -	\$ 256,333	\$ 155,656,793	\$ 12,991,755	\$ 142,665,037
Phase 5 (15 Years)	\$ 55,898,518	\$ -	\$ -	\$ -	\$ 55,898,518
TOTAL (Phases 1 to 5):	\$ 55,898,518	\$ 256,333	\$ 155,656,793	\$ 12,991,755	\$ 198,563,556
Bounded Area Coverage Additive Alternate (Note 1)	\$ 19,109,375	\$ -	\$ -	\$ 1,910,937	\$ 17,198,437
Mandatory Building Coverage Additive Alternate	\$ 29,828,448	\$ -	\$ -	\$ 2,982,845	\$ 26,845,603
Metrorail Coverage Additive Alternate	\$ 4,792,260	\$ -	\$ -	\$ 479,226	\$ 4,313,034
LMR System Maintenance for Additive Alternates	\$ 19,620,355	\$ -	\$ -	\$ 1,962,036	\$ 17,658,320
Source Code Software Escrow	\$ 1,304,000	\$ -	\$ -	\$ 130,400	\$ 1,173,600
SUBTOTAL	\$ 130,552,956	\$ 256,333	\$ 155,656,793	\$ 20,457,199	\$ 265,752,549
TOTAL CONTRACT SUM:	\$155,656,793				
MAXIMUM CONTRACT SUM (Total Unilateral Option Sum plus Total Contract Sum):	\$286,466,082				
Note 1: The cost for the Project Descriptions for the Bounded Area Coverage <u>only</u> are reflected in Exhibit C.2 (Phase 1 - System Design) as amended and restated in Amendment No. 2., and included (\$173, 110) in Phase 1 Contract Sum - Full Payable Amount. The balance of the remaining Unilateral Option Sum for Bounded Area Coverage Additive Alternate Work is reflected in Exhibit C.7 (Bounded Area Coverage Additive Alternate).					
Note 2: Credits for Phases 1 through 4 were realized for the removal of 1 LMR System Site in the amount of \$646,001. However, the cost for preparing Project Descriptions for 26 potential replacement sites in the amount of \$303,524 was taken from the Credits. The remaining Credit balance of \$342,477 is reserved for use for a future replacement site.					

EXHIBIT C.2 - SCHEDULE OF PAYMENTS

PHASE 1 - SYSTEM DESIGN

Deliverable/Task/ Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8, 9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3,4,5,6,7,8,9, 10,12,13,14)	10% Holdback Amount	Payable Amount Less 10% Holdback
A.1.1		Project Management Staffing Plan Delivered	-	-	Included	\$ -	\$ -
A.1.2		Overview and Scope Delivered	-	-	Included	\$ -	\$ -
A.1.3		Communications Plan Delivered	-	-	\$ 67,233	\$ 6,723	\$ 60,510
A.1.4		Initial Integrated Master Schedule Delivered	-	-	\$ 89,644	\$ 8,964	\$ 80,680
A.1.5		Documentation Plan Delivered	-	-	Included	\$ -	\$ -
A.1.6		Quality Control Plan Delivered	-	-	\$ 67,233	\$ 6,723	\$ 60,510
A.1.7		Change Order/Change Management Plan Delivered	-	-	Included	\$ -	\$ -
A.1.8		Initial Risk Management Plan Delivered	-	-	\$ 89,644	\$ 8,964	\$ 80,680
A.1		Project Management Plan - Final	-	-	\$ 112,055	\$ 11,206	\$ 100,850
B.1.6		FCC License and Application Forms	-	-	Included	\$ -	\$ -
B.1.12		Coverage Modeling Tool and Training	-	-	Included	\$ -	\$ -
B.1.14.1		Detailed Project Description - 50% of sites	-	-	\$ 1,368,583	\$ 136,858	\$ 1,231,725
B.1.14.1		Detailed Project Description - Final 50% of Sites	-	-	\$ 1,368,583	\$ 136,858	\$ 1,231,725
B.1.14.2		RF Emission Safety Report Delivered	-	-	Included	\$ -	\$ -
B.1.14.3.3.29.1		DTVRS Design – Digital Trunked Voice Radio Subsystem:	-	-	\$ -	-	-
B.1.14.3.3.29.1		80% DTVRS Design – Digital Trunked Voice Radio Subsystem	-	-	\$ 1,965,745		\$ 1,965,745
B.1.14.3.3.29.1		20% DTVRS Design – Digital Trunked Voice Radio Subsystem	-	-	\$ 491,436	\$ 245,718	\$ 245,718
B.1.14.3.3.29.2		ACVRS Design – Analog Conventional Voice Radio Subsystem:	-	-	\$ -	-	-
B.1.14.3.3.29.2		80% ACVRS Design – Analog Conventional Voice Radio Subsystem	-	-	\$ 446,491		\$ 446,491
B.1.14.3.3.29.2		20% ACVRS Design – Analog Conventional Voice Radio Subsystem	-	-	\$ 111,623	\$ 55,811	\$ 55,812
B.1.14.3.3.29.3		LARTCS Design – Los Angeles Regional Tactical Communications Subsystem:	-	-	\$ -	-	-
B.1.14.3.3.29.3		80% LARTCS Design – Los Angeles Regional Tactical Communications Subsystem	-	-	\$ 486,144		\$ 486,144
B.1.14.3.3.29.3		20% LARTCS Design – Los Angeles Regional Tactical Communications Subsystem	-	-	\$ 121,535	\$ 60,768	\$ 60,767
B.1.14.3.3.29.4		NMDN Design – Narrowband Mobile Data Network	-	-	\$ -	-	-
B.1.14.3.3.29.4		80% NMDN Design – Narrowband Mobile Data Network	-	-	\$ 113,646		\$ 113,646
B.1.14.3.3.29.4		20% NMDN Design – Narrowband Mobile Data Network	-	-	\$ 28,412	\$ 14,206	\$ 14,206
B.1.14.3.3.29.5		Consoles Design	-	-	Included		
B.1.14.3.3.29.6		Logging Recorder Description	-	-	Included		
B.1.14.3.3.29.7		Site Interconnection/Backhaul Subsystem Description:	-	-	\$ -	-	-
B.1.14.3.3.29.7		80% Site Interconnection/Backhaul Subsystem Description:	-	-	\$ 170,323		\$ 170,323
B.1.14.3.3.29.7		20% Site Interconnection/Backhaul Subsystem Description:	-	-	\$ 42,581	\$ 21,290	\$ 21,291
B.1.14.3.3.29.8		System Management and Monitoring Subsystem Description	-	-	Included		
B.1.14.3.3.29.9		Inventory and Maintenance Tracking Subsystem Description	-	-	Included		
B.1.14.3		LMR Final System Design Approval ^(Note 1)	-	-	\$ 757,702	\$ 75,770	\$ 681,932
B.1.15		Inventory and Maintenance Tracking Subsystem	-	-	\$ 974,026	\$ 97,403	\$ 876,623
		Project Management for Phase 1 – System Design Monthly Reports	-	-	Included	\$ -	\$ -
Base.22.3.2		Performance Bond for Phase 1 – System Design	-	-	\$ 29,774	\$ -	\$ 29,774
		Total Lease Costs for Phase 1 – System Design	-	-	\$ -	\$ -	\$ -
Base.22.2.1		Liability Insurance (General and Professional)	-	-	\$ 527,500	\$ -	\$ 527,500
LMR SYSTEM SITES							
B.1.14.5		Site Design Review Packages 75% Zoning Submittal by Site ^(Note 2)	-	-	\$ -	\$ -	\$ -
B.1.14.5	BAH	Baldwin Hills	-	-	\$ (3)	\$ (0)	\$ (3)
B.1.14.5	BJM	Black Jack Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	BMT	Bald Mountain	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	BRK	Blue Rock	-	-	\$ -	\$ -	\$ -
B.1.14.5	BUR	Burnt Peak	-	-	\$ -	\$ -	\$ -
B.1.14.5	BVG	Beverly Glen	-	-	\$ -	\$ -	\$ -
B.1.14.5	CCB	Compton Court Building	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	CEP	Century Plaza	-	-	\$ -	\$ -	\$ -
B.1.14.5	CLM	Claremont	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	CPK	Castro Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	DPK	Dakin Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	ELSGDPD	El Segundo PD	-	-	\$ -	\$ -	\$ -
B.1.14.5	ENC1	Encinal 1 (Fire Camp)	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	GRM	Green Mountain	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	HPK	Hauser Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	JPk	Johnstone Peak	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF028	FS 28	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF056	FS 56	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF071	FS 71	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF072	FS 72	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LACF077	FS 77	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF084	FS 84	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF091	FS 91	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF099	FS 99	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF119	FS 119	-	-	\$ -	\$ -	\$ -

EXHIBIT C.2 - SCHEDULE OF PAYMENTS

PHASE 1 - SYSTEM DESIGN

Deliverable/Task/ Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8,9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3,4,5,6,7,8,9, 10,12,13,14)	10% Holdback Amount	Payable Amount Less 10% Holdback
B.1.14.5	LACF144	FS 144-	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF149	FS 149-	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF157	FS 157	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACF196	FS 169-	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACFCP09	CP 9	-	-	\$ -	\$ -	\$ -
B.1.14.5	LACFDEL	Del Valle Training	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LAH	LA City Hall	-	-	\$ -	\$ -	\$ -
B.1.14.5	LBR	Lower Blue Ridge	-	-	\$ -	\$ -	\$ -
B.1.14.5	LDWP243	DWP Sylmar Water Ladder	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MAM	Magic Mountain	-	-	\$ -	\$ -	\$ -
B.1.14.5	MDI	Mount Disappointment	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MLE	Mount Lee	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MLM	Mira Loma Facility	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MMC	Mount McDill	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MTL	Mount Lukens	-	-	\$ -	\$ -	\$ -
B.1.14.5	MTT	Mount Thom	-	-	\$ -	\$ -	\$ -
B.1.14.5	MTW	Mount Washington	-	-	\$ -	\$ -	\$ -
B.1.14.5	MVS	Monte Vista (Star Center)	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	OMC	Oat Mountain	-	-	\$ -	\$ -	\$ -
B.1.14.5	OAT	Oat Mountain	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	ONK	Oat Mountain Nike	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	PHN	Puente Hills	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	PRG	Portal Ridge	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	PSH	Pomona 1620 Hillcrest	-	-	\$ -	\$ -	\$ -
B.1.14.5	RDNBPD	Redondo Beach PD	-	\$ 7,138	\$ -	\$ -	\$ -
B.1.14.5	RHT	Rolling Hills Transmit	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	RIH	Rio Hondo	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	RPVE001	Rancho Palos Verdes City Hall	-	-	\$ -	\$ -	\$ -
B.1.14.5	SAG	San Augustine	-	-	\$ -	\$ -	\$ -
B.1.14.5	SDW	San Dimas	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	SGH	Signal Hill	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	SPC	San Pedro Hill	-	-	\$ -	\$ -	\$ -
B.1.14.5	SPN	Saddle Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	SUN	Sunset Ridge	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	SVP	San Vicente Peak	-	-	\$ -	\$ -	\$ -
B.1.14.5	SWP	Southwest Area Station	-	-	\$ -	\$ -	\$ -
B.1.14.5	TOP	Topanga Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	TPK	Tejon Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	TWR	Tower Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	VPC	Verdugo Peak	-	-	\$ -	\$ -	\$ -
B.1.14.5	WAD	Walker Drive	-	-	\$ -	\$ -	\$ -
B.1.14.5	WMP	Whittaker Middle Peak	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	WS1	100 Wilshire	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	WTR	Whittaker Ridge	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LAPD077	77TH Street Area Complex	-	-	\$ -	\$ -	\$ -
B.1.14.5	LAPDDVN	Devonshire Area station	-	-	\$ -	\$ -	\$ -
B.1.14.5	FCCF	L.A. County Fire Command	-	-	\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LAPDVDC	Valley Dispatch Center	-	-	\$ -	\$ -	\$ -
B.1.14.6		Permit Approval by Site ^(Note 2)	-	-	\$ -	\$ -	\$ -
B.1.14.6	BAH	Baldwin Hills	-	-	\$ -	\$ -	\$ -
B.1.14.6	BJM	Black Jack Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	BMT	Bald Mountain	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	BUR	Blue Rock	-	-	\$ -	\$ -	\$ -
B.1.14.6	BRK	Burnt Peak	-	-	\$ -	\$ -	\$ -
B.1.14.6	BVG	Beverly Glen	-	-	\$ -	\$ -	\$ -
B.1.14.6	CCB	Compton Court Building	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	CEP	Century Plaza	-	-	\$ -	\$ -	\$ -
B.1.14.6	CLM	Claremont	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	CPK	Castro Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	DPK	Dakin Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	ELSGDPD	El Segundo PD	-	-	\$ -	\$ -	\$ -
B.1.14.6	ENC1	Encinal 1 (Fire Camp)	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	GRM	Green Mountain	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	HPK	Hauser Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	JPK	Johnstone Peak	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF028	FS 28	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF056	FS 56-	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF071	FS 71-	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF072	FS 72	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LACF077	FS 77-	-	-	\$ -	\$ -	\$ -

EXHIBIT C.2 - SCHEDULE OF PAYMENTS

PHASE 1 - SYSTEM DESIGN

Deliverable/Task/ Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8,9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3,4,5,6,7,8,9, 10,12,13,14)	10% Holdback Amount	Payable Amount Less 10% Holdback
B.1.14.6	LACF084	FS 84-	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF091	FS 91-	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF099	FS 99-	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF0119	FS 119-	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF144	FS 144-	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF149	FS 149-	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF157	FS 157	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACF169	FS 169-	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACFCP09	CP-9	-	-	\$ -	\$ -	\$ -
B.1.14.6	LACFDEL	Del Valle Training	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LAHE	LA City Hall	-	-	\$ -	\$ -	\$ -
B.1.14.6	LBR	Lower Blue Ridge	-	-	\$ -	\$ -	\$ -
B.1.14.6	LDWP243	DWP Sylmar Water Ladder	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MAM	Magic Mountain	-	-	\$ -	\$ -	\$ -
B.1.14.6	MDI	Mount Disappointment	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MLE	Mount Lee	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MLM	Mira Loma Facility	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MMC	Mount McDill	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MTL	Mount Lukens	-	-	\$ -	\$ -	\$ -
B.1.14.6	MTT	Mount Thom	-	-	\$ -	\$ -	\$ -
B.1.14.6	MTW	Mount Washington	-	-	\$ -	\$ -	\$ -
B.1.14.6	MVS	Monte Vista (Star Center)	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	OMC	Oat Mountain	-	-	\$ -	\$ -	\$ -
B.1.14.6	OAT	Oat Mountain	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	ONK	Oat Mountain Nike	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PHN	Puente Hills	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PRG	Portal Ridge	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PSH	Pomona 1620 Hillcrest	-	-	\$ -	\$ -	\$ -
B.1.14.6	RDNBPD	Redondo Beach PD	-	\$ 2,379	\$ -	\$ -	\$ -
B.1.14.6	RHT	Rolling Hills Transmit	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	RIH	Rio Hondo	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	RPVE001	Rancho Palos Verdes City Hall	-	-	\$ -	\$ -	\$ -
B.1.14.6	SAG	San Augustine	-	-	\$ -	\$ -	\$ -
B.1.14.6	SDW	San Dimas	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SGH	Signal Hill	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SPC	San Pedro Hill	-	-	\$ -	\$ -	\$ -
B.1.14.6	SPN	Saddle Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SUN	Sunset Ridge	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SVP	San Vicente Peak	-	-	\$ -	\$ -	\$ -
B.1.14.6	SWP	Southwest Area Station	-	-	\$ -	\$ -	\$ -
B.1.14.6	TOP	Topanga Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	TPK	Tejon Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	TWR	Tower Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	VPC	Verdugo Peak	-	-	\$ -	\$ -	\$ -
B.1.14.6	WAD	Walker Drive	-	-	\$ -	\$ -	\$ -
B.1.14.6	WMP	Whittaker Middle Peak	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	WS1	100 Wilshire	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	WTR	Whittaker Ridge	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LAPD077	77TH Street Area Complex	-	-	\$ -	\$ -	\$ -
B.1.14.6	LAPDDVN	Devonshire Area station	-	-	\$ -	\$ -	\$ -
B.1.14.6	FCCF	L.A. County Fire Command	-	-	\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LAPDVDC	Valley Dispatch Center	-	-	\$ -	\$ -	\$ -
Subtotal for Phase 1:			\$ -	\$ 9,517	\$ 9,753,488	\$ 919,621	\$ 8,833,867
LMR SYSTEM ADDITIONAL SITES (AMENDMENT NO. 10)							
B.1.14.5		Site Design Review Packages 75% Zoning Submittal by Site					
B.1.14.5	APC	Airport Courthouse			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	BHCCPRK	Beverly Hills' Coldwater Canyon Park			\$ -	\$ -	\$ -
B.1.14.5	LACF136	FS 136			\$ -	\$ -	\$ -
B.1.14.5	LAHE	LA City Hall East			\$ -	\$ -	\$ -
B.1.14.5	OLI	Olinda			\$ 7,138	\$ 714	\$ 6,424
B.1.14.6		Permit Approval by Site					
B.1.14.6	APC	Airport Courthouse			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	BHCCPRK	Beverly Hills' Coldwater Canyon Park			\$ -	\$ -	\$ -
B.1.14.6	LACF136	FS 136			\$ -	\$ -	\$ -
B.1.14.6	LAHE	LA City Hall East			\$ -	\$ -	\$ -
B.1.14.6	OLI	Olinda			\$ 2,379	\$ 238	\$ 2,141
Subtotal for Additional Sites (Amendment No. 10)			\$ -	\$ -	\$ 19,034	\$ 1,903	\$ 17,131
LMR SYSTEM ADDITIONAL SITES (AMENDMENT NO. 16)							
B.1.14.5		Site Design Review Packages 75% Zoning Submittal by Site					

EXHIBIT C.2 - SCHEDULE OF PAYMENTS

PHASE 1 - SYSTEM DESIGN

Deliverable/Task/ Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8,9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3,4,5,6,7,8,9, 10,12,13,14)	10% Holdback Amount	Payable Amount Less 10% Holdback
B.1.14.5	AGH	Agoura Hills			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	CCT	Criminal Court (Foltz)			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	CRN	Cerro Negro			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	FRP	Frost Peak (Upper Blue Ridge)			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	GMT	Grass Mountain			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	H17A	H-17 Helipad			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LASDTEM	Los Angeles County Sheriff Temple Station			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LPC	Loop Canyon			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LEPS	Lower Encinal Pump Station			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MIR	Mirador			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MML	Magic Mountain Link			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	MTL2	Mount Lukens 2			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	PDC	Pacific Design Center			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	PLM	Los Angeles County Palmdale Sheriff Station			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	PMT	Pine Mountain			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	PWT	Portshead Tank			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	VPK	Verdugo Peak County			\$ 7,138	\$ 714	\$ 6,424
B.1.14.6 Permit Approval by Site							
B.1.14.6	AGH	Agoura Hills			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	CCT	Criminal Court (Foltz)			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	CRN	Cerro Negro			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	FRP	Frost Peak (Upper Blue Ridge)			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	GMT	Grass Mountain			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	H17A	H-17 Helipad			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LASDTEM	Los Angeles County Sheriff Temple Station			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LPC	Loop Canyon			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LEPS	Lower Encinal Pump Station			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MIR	Mirador			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MML	Magic Mountain Link			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	MTL2	Mount Lukens 2			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PDC	Pacific Design Center			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PLM	Los Angeles County Palmdale Sheriff Station			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PMT	Pine Mountain			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	PWT	Portshead Tank			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	VPK	Verdugo Peak County			\$ 2,379	\$ 238	\$ 2,141
Subtotal for Additional Sites (Amendment No. 16)			\$ -	\$ -	\$ 161,789	\$ 16,179	\$ 145,610
LMR SYSTEM ADDITIONAL SITES (AMENDMENT NO. 17)							
B.1.14.5 Site Design Review Packages 75% Zoning Submittal by Site							
B.1.14.5	BUR1	Burnt Peak 1			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LARICSHQ	LA-RICS Headquarters			\$ 7,138	\$ 714	\$ 6,424
B.1.14.6 Permit Approval by Site							
B.1.14.6	BUR1	Burnt Peak 1			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LARICSHQ	LA-RICS Headquarters			\$ 2,379	\$ 238	\$ 2,141
Subtotal for Additional Sites (Amendment No. 17)			\$ -	\$ -	\$ 19,034	\$ 1,903	\$ 17,131
LMR SYSTEM ADDITIONAL SITES (AMENDMENT NO. 18)							
B.1.14.5 Site Design Review Packages 75% Zoning Submittal by Site							
B.1.14.5	BHS	Baldwin Hills County			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	BKK	BKK Landfill			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	DPW38	Los Angeles County DPW Water Tank			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	POM	Pomona Courthouse			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	RPV1	Rancho Palos Verdes ECC			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	SMMC	Santa Monica/UCLA Medical Center			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	UCLA	UCLA (Factor Building)			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	WWY	Winding Way			\$ 7,138	\$ 714	\$ 6,424
B.1.14.6 Permit Approval by Site							
B.1.14.6	BHS	Baldwin Hills County			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	BKK	BKK Landfill			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	DPW38	Los Angeles County DPW Water Tank			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	POM	Pomona Courthouse			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	RPV1	Rancho Palos Verdes ECC			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SMMC	Santa Monica/UCLA Medical Center			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	UCLA	UCLA (Factor Building)			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	WWY	Winding Way			\$ 2,379	\$ 238	\$ 2,141
Subtotal for Additional Sites (Amendment No. 18)			\$ -	\$ -	\$ 76,136	\$ 7,614	\$ 68,522
LMR SYSTEM ADDITIONAL SITE (AMENDMENT NO. 21)							
B.1.14.5 Site Design Review Packages 75% Zoning Submittal by Site							
B.1.14.5	JPK2	Johnstone Peak - 2			\$ 7,138	\$ 714	\$ 6,424
B.1.14.6 Permit Approval by Site							

EXHIBIT C.2 - SCHEDULE OF PAYMENTS

PHASE 1 - SYSTEM DESIGN

Deliverable/Task/ Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8, 9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3,4,5,6,7,8,9, 10,12,13,14)	10% Holdback Amount	Payable Amount Less 10% Holdback
B.1.14.6	JPK2	Johnstone Peak - 2			\$ 2,379	\$ 238	\$ 2,141
Subtotal for Additional Site (Amendment No. 21)			\$ -	\$ -	\$ 9,517	\$ 952	\$ 8,565
LMR SYSTEM ADDITIONAL SITE (AMENDMENT NO. 23)							
B.1.14.5	Site Design Review Packages 75% Zoning Submittal by Site						
B.1.14.5	IND	Industry Water Tank			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	SPH	San Pedro Hill			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	UNIV	Universal Studios			\$ 7,138	\$ 714	\$ 6,424
B.1.14.5	LAN	Lancaster			\$ 7,138	\$ 714	\$ 6,424
B.1.14.6	Permit Approval by Site						
B.1.14.6	IND	Industry Water Tank			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	SPH	San Pedro Hill			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	UNIV	Universal Studios			\$ 2,379	\$ 238	\$ 2,141
B.1.14.6	LAN	Lancaster			\$ 2,379	\$ 238	\$ 2,141
Subtotal for Additional Site (Amendment No. 21)			\$ -	\$ -	\$ 38,068	\$ 3,807	\$ 34,261
CORE 1 AND REPEATER SITES (AMENDMENT NO. 3)							
B.1.14.6		Core 1 Hardware and Software	-	-	\$ 11,645,162	\$ 1,164,516	\$ 10,480,646
		Core T1 Interface Equipment	-	-	\$ 49,878	\$ 4,988	\$ 44,890
		NMS AC Power	-	-	\$ 1,308	\$ 131	\$ 1,177
		FCC License Application Preparation	-	-	\$ 7,500	\$ 750	\$ 6,750
		Remote Site AC Power	-	-	\$ 7,848	\$ 785	\$ 7,063
B.3.2 to B.3.6		Five DTVRS UHF 11 Channel ASTRO 25 Sites	-	-	\$ 1,144,758	\$ 114,476	\$ 1,030,282
B.3.2 to B.3.6		Three DTVRS 700 MHz 6 Channel ASTRO 25 Sites	-	-	\$ 404,440	\$ 40,444	\$ 363,996
B.3.2 to B.3.6		Three MCC 7500 Consoles for DTVRS	-	-	\$ 197,074	\$ 19,707	\$ 177,367
C.14		Portable Radio Upgrade Kits (2009 UASI Funds)	-	-	\$ 65,800	\$ 6,580	\$ 59,220
C.14		Portable Radio Upgrade Kits (2010 UASI Funds)	-	-	\$ 296,100	\$ 29,610	\$ 266,490
B.4.2.3		Installation, Optimization, Staging and Testing for Core 1 and Repeater Sites	-	-	\$ 463,818	\$ 46,382	\$ 417,436
Base.22.3.2		Performance Bond for Core 1 and Repeater Sites	-	-	\$ 89,801	\$ -	\$ 89,801
Subtotal for Core 1 and Repeater Sites:			\$ -	\$ -	\$ 14,373,487	\$ 1,428,369	\$ 12,945,118
CORE 2 (AMENDMENT NO. 3)							
B.3.2 to B.3.6		Core 2 Hardware	-	-	\$ 3,650,360	\$ 365,036	\$ 3,285,324
B.4.2.3		Installation, Optimization, Staging and Testing for Core 2	-	-	\$ 301,757	\$ 30,176	\$ 271,581
Base.22.3.2		Performance Bond for Core 2	-	-	\$ 24,663	\$ -	\$ 24,663
LAPDVDC Uninterruptible Power Supply (UPS)							
		Eaton 9130 2000 Rackmount; 120V, 50/60Hz; 2000VA/1800W	-	-	\$ 27,101	\$ 2,710	\$ 24,391
		Eaton 9130 2000/30000 EBM Rack	-	-	\$ 12,152	\$ 1,215	\$ 10,937
		Two-Post Rack Mounting Rail Kit	-	-	\$ 3,052	\$ 305	\$ 2,747
		Racks 7.5 Foot	-	-	\$ 863	\$ 86	\$ 777
		MSI Design and Implementation Services	-	-	\$ 24,978	\$ 2,498	\$ 22,480
Subtotal for Core 2 and LAPDVDC UPS:			\$ -	\$ -	\$ 4,044,926	\$ 402,026	\$ 3,642,900
CORE 2 RELOCATION (AMENDMENT NO. 16)							
		Removal and Relocation of Core 2 from LAPDVDC to PLM			\$ 499,912		\$ 499,912
Subtotal for Core 2 Relocation:					\$ 499,912	\$ -	\$ 499,912
SYSTEM ON WHEELS (AMENDMENT NO. 3)							
		System on Wheels (SOW)	-	-	\$ -	\$ -	\$ -
		SOW - 95' MAST, 8' X 16' WALK-IN SHELTER	-	-	\$ 468,439	\$ 46,844	\$ 421,595
		DTVRS - ASTRO Site Repeaters (ASR)	-	-	\$ 408,816	\$ 40,882	\$ 367,934
		Core Licenses for 700/UHF ASR Sites	-	-	\$ 127,748	\$ 12,775	\$ 114,973
		Mobile Meshed VSAT Satellite System & Installation	-	-	\$ 126,233	\$ 12,623	\$ 113,610
		MSI Design and Implementation Services	-	-	\$ 81,116	\$ 8,112	\$ 73,004
Base.22.3.2		Performance Bond for SOW	-	-	\$ 6,345	\$ -	\$ 6,345
Subtotal for System on Wheels:			\$ -	\$ -	\$ 1,218,697	\$ 121,235	\$ 1,097,462
STATION B EQUIPMENT (AMENDMENT NO. 4)							
		DTVRS - ASTRO Site Repeaters (ASR):	\$ -	-	\$ 585,803	\$ 58,580	\$ 527,223
		700 MHz ASR - 6 Channel (Phase 1/Phase 2)	\$ -	-	\$ -	\$ -	\$ -
		UHF ASR - 11 Channel (Phase 1/Phase 2)	\$ -	-	\$ -	\$ -	\$ -
		Core License Upgrades for ASR Sites	\$ -	-	\$ 149,548	\$ 14,955	\$ 134,593
		MOTOBIDGE GX Communication Gateway	\$ -	-	\$ 174,329	\$ 17,433	\$ 156,896
		Point-To-Point 4.9 GHz Backhaul	\$ -	-	\$ 26,748	\$ 2,675	\$ 24,073
		Mobile Meshed VSAT Satellite System & Installation	\$ -	-	\$ 126,233	\$ 12,623	\$ 113,610
		MSI Design and Implementation Services	\$ -	-	\$ 99,820	\$ 9,982	\$ 89,838
Base.22.3.2		Performance Bond for Station B Equipment	\$ -	-	\$ 6,566	\$ -	\$ 6,566
Subtotal for Station B Equipment:			\$ -	\$ -	\$ 1,169,047	\$ 116,248	\$ 1,052,799
PROJECT DESCRIPTIONS FOR BOUNDED AREA COVERAGE IN PHASE 1 (AMENDMENT NO. 2)							
B.1.14.1		Detailed Project Description for Bounded Area Coverage at the following Sites: (Note 4)					
		Century Plaza	-	-	\$ 9,674	\$ 967	\$ 8,707

EXHIBIT C.2 - SCHEDULE OF PAYMENTS

PHASE 1 - SYSTEM DESIGN

Deliverable/Task/ Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8,9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3,4,5,6,7,8,9, 10,12,13,14)	10% Holdback Amount	Payable Amount Less 10% Holdback
		LAC/HARBOR+UCLA MEDICAL CENTER	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS30	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 51	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 151	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 164	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 173	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 005	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 079	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 084	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 088	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		FS 095	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Carson	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		San Pedro City Hall	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		West Hollywood Sheriff Station	-	-	\$ 11,674	\$ 1,167	\$ 10,507
Total for Bounded Area Coverage Project Descriptions:			\$ -	\$ -	\$ 173,110	\$ 17,311	\$ 155,799
PROJECT DESCRIPTIONS FOR POTENTIAL REPLACEMENT SITES (AMENDMENT NO. 9)							
B.1.14.1		Detailed Project Description for Potential Replacement Sites as follows:					
		Airport Courthouse (APC)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Beverly Hills' Coldwater Canyon Park (BHCCPRK)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Beverly Glen, Alternate Location (BVG-A)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Cerro Negro (CRN)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		LA City Hall East (LAHE)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Loop Canyon (LPC)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Lower Encinal Pump Station (LAHE)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Mirador (MIR)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Point Vicente (PVC)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Porthead Tank (PWT)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Westlake City Hall (WLK)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Inglewood County Courthouse (ICC)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Pacific Design Center (PDC)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Simpsons' Building (SIM)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Burnt Peak-3 (BUR3)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Frost Peak (Upper Blue Ridge) (FRP)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Grass Mountain (GMT)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Johnstone Peak (JPK-2)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Josephine Peak (JOP)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Magic Mountain (MML)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Mount Lukens-2 (MTL2)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Pine Mountain (PMT)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Sunset Ridge-2 (SUN-2)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Helipad 69 Bravo (BRV)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Philip Water Tank (PWT)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		Nicholas Canyon Water Tower (NCWT)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
Total for Project Descriptions for Potential Replacement Sites:			\$ -	\$ -	\$ 303,524	\$ 30,352	\$ 273,172
PROJECT DESCRIPTIONS FOR POTENTIAL REPLACEMENT SITE(S) (AMENDMENT NO. 10)							
B.1.14.1		Detailed Project Description for Potential Replacement Site(s) as follows:					
		Agoura Hills (AGH)	-	-	\$ 11,674	\$ 1,167	\$ 10,507
Total for Project Descriptions for Potential Replacement Sites:			\$ -	\$ -	\$ 11,674	\$ 1,167	\$ 10,507
PROJECT DESCRIPTIONS FOR POTENTIAL REPLACEMENT SITE(S) (AMENDMENT NO. 11)							
B.1.14.1		Detailed Project Description for Potential Replacement Site(s) as follows:					
		Olinda	-	-	\$ 11,674	\$ 1,167	\$ 10,507
		H-17A	-	-	\$ 11,674	\$ 1,167	\$ 10,507
Total for Project Descriptions for Potential Replacement Sites:			\$ -	\$ -	\$ 23,348	\$ 2,335	\$ 21,013
PROJECT DESCRIPTIONS FOR POTENTIAL REPLACEMENT SITE(S) (AMENDMENT NO. 15)							
B.1.14.1		Detailed Project Description for Potential Replacement Site(s) as follows:					
B.1.14.1	BHS	Baldwin Hills County			\$ 11,674	\$ 1,167	\$ 10,507
B.1.14.1		Baldwin Hills - LA-RICS			\$ -	\$ -	\$ -
B.1.14.1	BKK	BKK Landfill			\$ 11,674	\$ 1,167	\$ 10,507
B.1.14.1	CCT	Criminal Court (Foltz)			\$ 11,674	\$ 1,167	\$ 10,507
B.1.14.1	LASDTEM	Los Angeles County Sheriff Temple Station			\$ -	\$ -	\$ -

EXHIBIT C.2 - SCHEDULE OF PAYMENTS

PHASE 1 - SYSTEM DESIGN

Deliverable/Task/ Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8,9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3,4,5,6,7,8,9, 10,12,13,14)	10% Holdback Amount	Payable Amount Less 10% Holdback
B.1.14.1	DPW38	Los Angeles County DPW Water Tank			\$ 11,674	\$ 1,167	\$ 10,507
B.1.14.1	PLM	Los Angeles County Palmdale Sheriff Station			\$ 11,674	\$ 1,167	\$ 10,507
B.1.14.1	POM	Pomona Courthouse			\$ 11,674	\$ 1,167	\$ 10,507
B.1.14.1	SPH	San Pedro Hill County			\$ 11,674	\$ 1,167	\$ 10,507
B.1.14.1	UNIV	University of California Los Angeles			\$ 11,674	\$ 1,167	\$ 10,507
B.1.14.1	VPK	Verdugo Peak			\$ 11,674	\$ 1,167	\$ 10,507
Total for Project Descriptions for Potential Replacement Sites:			\$ -	\$ -	\$ 105,066	\$ 10,507	\$ 94,559
PROJECT DESCRIPTION FOR POTENTIAL REPLACEMENT SITE (AMENDMENT NO. 16)							
		LACFI34			\$ -	\$ -	\$ -
Total for System Redesign:			\$ -	\$ -	\$ -	\$ -	\$ -
PROJECT DESCRIPTION WORK (AMENDMENT NO. 18)							
	RPV1	Rancho Palos Verdes ECC			\$ 11,674	\$ 1,167	\$ 10,507
	SMMC	Santa Monica/UCLA Medical Center			\$ -	\$ -	\$ -
	UCLA	UCLA (Factor Building)			\$ -	\$ -	\$ -
	WWY	Winding Way			\$ 11,674	\$ 1,167	\$ 10,507
Total for Project Description Work:					\$ 23,348	\$ 2,335	\$ 21,013
LICENSE COORDINATION FEES FOR REPEATER SITES (AMENDMENT NO. 5)							
		License Coordination Fees	-	-	\$ 20,240	\$ -	\$ 20,240
Total for License Coordination Fees:			\$ -	\$ -	\$ 20,240	\$ -	\$ 20,240
PORTABLE RADIO EQUIPMENT, CONSOLETTES, & CONSOLES (AMENDMENT NO. 7)							
		APX 7000XE Portable Radios (450 Dual Band with UHF and 700 MHz Enabled and 150 Dual Band with UHF and VHF MHz Enabled) (Total Quantity 600) and Radio Accessories - Refer to Amendment 7, Attachment A.1, for specifications and a detailed cost breakdown	-	-	\$ 4,459,044	\$ -	\$ 4,459,044
		Subscriber Maintenance for 600 APX 7000XE Portable Radios Beyond Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$37,800 per year) (Service from the Start - LITE)	-	-	\$ 113,400		\$ 113,400
		APX Console/Consolet/APX 7500 Control Station - Refer to Amendment 7, Attachment A.2, for specifications and a detailed cost breakdown.	-	-	\$ 216,215	\$ -	\$ 216,215
		Subscriber Maintenance for 20 APX7500 Control Stations Beyond the Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$1,908 per year) (Service from the Start - LITE)	-	-	\$ 5,724	\$ -	\$ 5,724
		Subscriber Maintenance for 10 APX 7500 Console/Consolets Beyond the Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$954 per year) (Service from the Start - LITE)	-	-	\$ 2,862	\$ -	\$ 2,862
		MC7500 Console - Refer to Amendment 7, Attachment A.3, for specifications and a detailed cost breakdown.	-	-	\$ 354,313	\$ -	\$ 354,313
		Bridge Warranty for NMS & Console Equipment - Refer to Amendment 7, Attachment A.3, for specifications and a detailed cost breakdown.	-	-	\$ 25,493	\$ -	\$ 25,493
Total for Portable Radio Equipment, Console/Consolets, & Consoles:			\$ -	\$ -	\$ 5,177,051	\$ -	\$ 5,177,051
PORTABLE RADIO EQUIPMENT (AMENDMENT NO. 8)							
		APX 7000XE Portable Radios (400 Dual Band with UHF and 700 MHz Enabled and 54 Dual Band with UHF and VHF MHz Enabled) (Total Quantity 454) and Radio Accessories - Refer to Amendment 8, Attachment A, for specifications and a detailed cost breakdown	-	-	\$ 3,571,755	\$ -	\$ 3,571,755
		Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$28,602 per year)	-	-	\$ 85,806	\$ -	\$ 85,806
		Performance Bond for Portable Radio Equipment	-	-	\$ 13,445	\$ -	\$ 13,445
Total for Portable Radio Equipment:			\$ -	\$ -	\$ 3,671,006	\$ -	\$ 3,671,006
POWER LOAD STUDY COSTS (AMENDMENT NO. 10)							
2.2.16		Power Load Study Cost(s)					
		Airport Courthouse (APC)			\$ 8,425	\$ -	\$ 8,425
		Inglewood Courthouse (ICC)			\$ 8,425	\$ -	\$ 8,425
Total for Power Load Study Costs:			\$ -	\$ -	\$ 16,850	\$ -	\$ 16,850
FCC LICENSING (AMENDMENT NO. 12)							
B.1.6		FCC Licensing - Frequency Planning	-	-	\$ 284,041	\$ 28,404	\$ 255,637
		Licensing all LMR Subsystem Frequencies at all LMR Subsystem Sites	-	-	\$ 51,348	\$ 5,135	\$ 46,213
		RF Engineering Services	-	-	\$ 73,728	\$ 7,373	\$ 66,355
		Project Management Services for FCC Licensing	-	-	\$ 14,000	\$ 1,400	\$ 12,600
Total for FCC Licensing:			-	-	\$ 423,117	\$ 42,312	\$ 380,805
SPECIFIED EQUIPMENT BRIDGE WARRANTY (AMENDMENT NO. 12)							
		SOW	-	-	\$ 57,720	\$ -	\$ 57,720
		UHF Stations	-	-	\$ -	\$ -	\$ -
		700 MHz Stations	-	-	\$ -	\$ -	\$ -

EXHIBIT C.2 - SCHEDULE OF PAYMENTS

PHASE 1 - SYSTEM DESIGN

Deliverable/Task/ Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8,9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3,4,5,6,7,8,9, 10,12,13,14)	10% Holdback Amount	Payable Amount Less 10% Holdback
		Satellite Terminal	-	-	\$ -	\$ -	\$ -
		PTP800 Backhaul	-	-	\$ -	\$ -	\$ -
		Motobridge	-	-	\$ -	\$ -	\$ -
		Station B	-	-	\$ 44,853	\$ -	\$ 44,853
		UHF Stations	-	-	\$ -	\$ -	\$ -
		700 MHz Stations	-	-	\$ -	\$ -	\$ -
		Trailer	-	-	\$ -	\$ -	\$ -
		Satellite Terminal	-	-	\$ -	\$ -	\$ -
		PTP800 Backhaul	-	-	\$ -	\$ -	\$ -
		Motobridge	-	-	\$ -	\$ -	\$ -
		Early Equipment Shipment	-	-	\$ 351,772	\$ -	\$ 351,772
		Core 1 & Repeater Sites	-	-	\$ -	\$ -	\$ -
		Core 2 Equipment	-	-	\$ 189,992	\$ -	\$ 189,992
Base.22.3.2		Performance Bond for Specified Equipment Bridge Warranty	-	-	\$ 3,196	\$ -	\$ 3,196
Total for Specified Equipment Bridge Warranty:			-	-	\$ 647,533	\$ -	\$ 647,533
PORTABLE RADIO EQUIPMENT (AMENDMENT NO. 12)							
		APX 7000XE Portable Radios (40 Dual Band with UHF and 700 MHz Enabled) (Total Quantity 40) and Radio Accessories - Refer to Amendment 7, Attachment A, for specifications and a detailed cost breakdown	-	-	\$ 333,005	\$ -	\$ 333,005
		Subscriber Maintenance for 40 APX 7000XE Portable Radios Beyond Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$2,520 per year) (Service from the Start - LITE)	-	-	\$ 7,560	\$ -	\$ 7,560
		APX 7500 Console and (Dual Band with UHF and 700 MHz Enabled) (Total Quantity 4) and Remote Control HD/CHIB Replacement - Refer to Amendment 12, Attachment A, for specifications and a detailed cost breakdown	-	-	\$ 36,732	\$ -	\$ 36,732
		APX 7500 Control Station (Dual Band with UHF and 700 MHz Enabled) (Total Quantity 1) - Refer to Amendment 12, Attachment A, for specifications and a detailed cost breakdown	-	-	\$ 7,506	\$ -	\$ 7,506
		Subscriber Maintenance for 4 APX 7500 Consoles and 1 APX 7500 Control Station Beyond the Initial 5 Year Warranty Period (Year 6, Year 7, Year 8 at \$477 per year) (Service from the Start - LITE)	-	-	\$ 1,431	\$ -	\$ 1,431
Total for Portable Radio Equipment					\$ 386,234		\$ 386,234
LEASE EXHIBIT (AMENDMENT NO. 13)							
		Baldwin Hills			\$ -	\$ -	\$ -
		Black Jack Peak			\$ -	\$ -	\$ -
		Bald Mountain			\$ -	\$ -	\$ -
		Compton Court Building			\$ -	\$ -	\$ -
		Claremont			\$ -	\$ -	\$ -
		Castro Peak			\$ -	\$ -	\$ -
		Dakin Peak			\$ -	\$ -	\$ -
		Encinal 1 (Fire Camp)			\$ -	\$ -	\$ -
		L.A. County Fire Command			\$ -	\$ -	\$ -
		Green Mountain			\$ -	\$ -	\$ -
		Hauser Peak			\$ -	\$ -	\$ -
		Mira Loma Facility			\$ -	\$ -	\$ -
		Mount McDill			\$ -	\$ -	\$ -
		Monte Vista (Star Center)			\$ -	\$ -	\$ -
		Oat Mountain			\$ -	\$ -	\$ -
		Oat Mountain Nike			\$ -	\$ -	\$ -
		Puente Hills			\$ -	\$ -	\$ -
		Pomona 1620 Hillcrest			\$ -	\$ -	\$ -
		Rolling Hills Transmit			\$ -	\$ -	\$ -
		Rio Hondo			\$ -	\$ -	\$ -
		San Dimas			\$ -	\$ -	\$ -
		Signal Hill			\$ -	\$ -	\$ -
		Saddle Peak			\$ -	\$ -	\$ -
		Topanga Peak			\$ -	\$ -	\$ -
		Tejon Peak			\$ -	\$ -	\$ -
		Tower Peak			\$ -	\$ -	\$ -
		100 Wilshire			\$ -	\$ -	\$ -
		Airport Courthouse			\$ -	\$ -	\$ -
		Olinda			\$ -	\$ -	\$ -

EXHIBIT C.2 - SCHEDULE OF PAYMENTS

PHASE 1 - SYSTEM DESIGN

Deliverable/Task/ Section No. (Exhibit A, Exhibit B, or Base Document)	Site ID	Deliverable	Unilateral Option Sum (Notes 3, 5, 6, 7, 8, 9)	Credits (Note 11)	Contract Sum - Payable Amount for Phase 1 (Notes 3,4,5,6,7,8,9, 10,12,13,14)	10% Holdback Amount	Payable Amount Less 10% Holdback
		Total for Lease Exhibit			\$	\$	\$
		STATION B & SOW REPROGRAMMING (AMENDMENT NO. 14)					
		Equipment			\$ 15,260		\$ 15,260
		MSI Design and Implementation Services			\$ 43,848		\$ 43,848
		Special Temporary Authority			\$ 5,148		\$ 5,148
		Total for Station B & Sow Reprogramming			\$ 64,256	\$ -	\$ 64,256
		SYSTEM REDESIGN (AMENDMENT NO. 16)					
		LMR System Redesign			\$ 1,054,440	\$ -	\$ 1,054,440
		Total for System Redesign:			\$ 1,054,440	\$ -	\$ 1,054,440
		3D MODELING (AMENDMENT NO. 20)					
		3D Modeling			\$ 6,534	\$ 653	\$ 5,881
		Total for Phase 3 Credits:			\$ 6,534	\$ 653	\$ 5,881
		ADAPTERS FOR DISPATCHER HEADSETS FOR COMPATABILITY WITH CONSOLETES (AMENDMENT NO. 23)					
		Adapters for Dispatcher Headsets for Compatibility with Console Desk Radios (6 at \$158 Each)			\$ 948	\$ 95	\$ 853
		Total for Adapters for Dispatcher Headset for Compatibility with Console Desk Radios:			\$ 948	\$ 95	\$ 853
Total for Phase 1 - System Design			\$ -	\$ 9,517	\$ 43,491,414	\$ 3,126,924	\$ 40,364,490

Note 1: Should a Site fall out for permitting reasons, Contractor will redo the Final System Design at no charge to the Authority.

Note 2: 75% will occur at submittal for planning review. The remaining 25% will be paid upon receipt of construction permit.
converted into a Contract Sum.

Note 4: Pursuant to Amendment No. Two, effective as of October 29, 2013, the Authority exercised the Unilateral Option for all work pertaining to Bounded Area Coverage Project Descriptions for Phase 1. In connection therewith, the Unilateral Option Sum for Bounded Area Coverage Project Descriptions for Phase 1 in the amount of \$173,110 was converted into a Contract Sum. The cost for the Project Descriptions for the Bounded Area Coverage only are reflected in Exhibit C.2 (Phase 1 - System Design) as amended and restated in Amendment No. 2. The balance of the remaining Unilateral Option Sum for Bounded Area Coverage Additive Alternate is reflected in Exhibit C.7 (Bounded Area Coverage Additive Alternate).

Note 5: Pursuant to Amendment No. Three, effective as of December 19, 2013, (a) Contractor's provision and implementation of certain equipment reflected in Exhibit C.2 (Schedule of Payments Phase 1 - System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, was moved from Phases 3 and 4 to Phase 1; and (b) Contractor was engaged to provide and implement under Phase 1, certain additional equipment reflected in Exhibit C.2 (Schedule of Payments Phase 1 - System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, (the equipment described in clauses (a) and (b) is collectively referred to as the "Specified Equipment"). Implementation to Exhibit C (Schedule of Payments) to Schedule C.2 (Schedule of Payments Phase 1 - System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, and thereafter such Unilateral Option Sum was converted to a Contract Sum; and (ii) a Unilateral Option Sum in the amount of \$1,285,230 was added to Schedule C.2 (Schedule of Payments Phase 1 - System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Three, and thereafter such Unilateral Option Sum was converted to a Contract Sum.

Note 6: Pursuant to Amendment No. Four, effective as of December 19, 2013, Contractor was engaged to provide and implement under Phase 1, certain additional equipment and related services reflected in Exhibit C.1 (Schedule of Payments Phase 1 - System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Four. In connection therewith, a Unilateral Option Sum in the amount of \$1,169,047 was added to Exhibit C.1 (Schedule of Payments Phase 1 - System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Four, and thereafter such Unilateral Option Sum was converted to a Contract Sum.

Note 7: Pursuant to Amendment No. Five, effective as of March 27, 2014, license coordination fees for the Repeater Sites were reflected in Exhibit C.1 (Schedule of Payments Phase 1 - System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Five. In connection therewith, a Unilateral Option Sum in the amount of \$20,240 was added to Exhibit C.1 (Schedule of Payments Phase 1 - System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Five.

Note 8: Pursuant to Amendment No. Six, effective as of April 17, 2014, the enhancement of LAPDVDC's UPS to accommodate the installation and deployment of Core 2 was reflected in Exhibit C.1 (Schedule of Payments Phase 1 - System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Six. In connection therewith, a Unilateral Option Sum in the amount of \$68,146 was added to Exhibit C.1 (Schedule of Payments Phase 1 - System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Six, and thereafter such Unilateral Option Sum was converted to a Contract Sum.

Note 9: Pursuant to Amendment No. Seven, effective as of May 8, 2014, Exhibit C.1 (Schedule of Payments Phase 1 - System Design) to Exhibit C (Schedule of Payments) was revised to reflect the costs for the purchase of portable radios, radio accessories, consolelets, and consoles. In connection therewith, a Unilateral Option Sum in the amount of \$5,177,051 was added to Exhibit C.1 (Schedule of Payments Phase 1 - System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Seven, and thereafter such Unilateral Option Sum was converted to a Contract Sum.

Note 10: Pursuant to Amendment No. Eight, effective as of August 28, 2014, Exhibit C.1 (Schedule of Payments Phase 1 - System Design) to Exhibit C (Schedule of Payments) was revised to reflect the costs for the purchase of portable radios and radio accessories. In connection therewith, a Unilateral Option Sum in the amount of \$3,671,006 was added to Exhibit C.1 (Schedule of Payments Phase 1 - System Design) to Exhibit C (Schedule of Payments), as amended by Amendment No. Eight, and thereafter such Unilateral Option Sum was converted to a Contract Sum.

Note 11: Pursuant to Amendment No. Nine, effective November 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 taken from the Credits. The remaining Credit balance of \$342,477 is reserved for use for a future replacement site.

Note 12: Pursuant to Amendment No. Ten, effective February 17, 2015, Exhibit C.1 (Schedule of Prices - System Design) was amended by Amendment No. 10 to reflect the conversion of Unilateral Option Sum to Contract Sum for (a) the addition of five (5) LMR System Sites; (b) the removal of four (4) sites; (c) Project Description Work for one (1) potential sites; and (d) the cost of power load studies for two (2) sites.

Note 13: Pursuant to Amendment No. Eleven, effective April 28, 2015, Exhibit C.1 (Schedule of Prices - System Design) was amended by Amendment No. 11 to reflect Project Description Work for two (2) potential sites.

Note 14: Pursuant to Amendment No. Twelve, effective August 27, 2015, Exhibit C.1 (Schedule of Prices - System Design) was amended by Amendment No. 12 to reflect the shifting of FCC Licensing costs from Phase 3 in the amount of \$284,041; increasing the FCC Licensing costs for enhanced scope by \$139,076; including costs for a bridge warranty for Specified Equipment in the amount of \$647,533; and purchasing portable radio equipment in the amount of \$386,234. Note 15: Pursuant to Amendment No. Thirteen, effective October 30, 2015, Exhibit C.2 (Schedule of Prices - System Design) was amended by Amendment No. 13 to reflect the addition of lease exhibits to twenty-nine (29) LMR System Sites for a total cost of \$14,888.

County of Los Angeles Sheriff's Department' Station B and the Authority's System On Wheels for a total of \$64,256.
cost of \$128,414.

in the amount of \$1,132,374 for Phase 1 only; (2) addition of seventeen (17) LMR System Sites in the amount of \$635,537 which will be taken from the credited amount of \$1,132,374, bringing the total amount of credits down to \$363,599
Sums were converted into Contract Sums.

Contract Sums. Also, Project Description Work was performed on four (4) of the eight (8) LMR System Sites added to Amendment No. Eighteen.

Note 21: 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.

ADMINISTRATION OF AGREEMENT

1. Authority Key Personnel

1.1 Authority Project Director

John Radeleff
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Authority Project Director Designees:

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1.2 Authority Project Manager

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Authority Project Manager Designee:

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2. Contractor Key Personnel**2.1 Contractor Project Director**

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2.2 Contractor Project Manager

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2.3 Contractor Site Work Design Manager**Site Design and Construction Manager**

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2.4 Contractor Security Designees

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Norm Folger
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2.5 Authorized Agents

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Signature: _____

Authority Limit: An Amendment that does not increase the Maximum Contract Sum by more than \$1,000,000.

Howard Chercoe
Senior Director US Central & Western Regions Services
10680 Trenea Street, Suite 200
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Telephone No.: (858) 368-3267
Email: h.chercoe@motorolasolutions.com

Signature: _____

Authority Limit: An Amendment that does not increase the Maximum Contract Sum by more than \$10,000,000.

John Kedzierski
Corporate Vice President
North America Commercial Markets, Channels and Services
224 South Michigan Avenue
7th floor, Chicago, IL 60604
Telephone No.: (847) 833-0312
Email: john.kedzierski@motorolasolutions.com

Signature: _____

Authority Limit: An Amendment that does not increase the Maximum Contract Sum by more than \$25,000,000.

2.6 Contractor's Office

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LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

December 12, 2016

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

Dear Directors:

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

SUBJECT

Board approval is requested to authorize the Interim Executive Director to execute Amendment No. 19 to Agreement No. LA-RICS 008 for the Public Safety Broadband Network (PSBN) to (a) extend the Warranty Period until March 31, 2017, at no additional cost; (b) make changes necessary to upgrade the Authority's Deployable Vehicle to support upcoming special events; (c) reflect the reduction in certain Training; (d) reflect a reduction in Wide Area Coverage Testing; (e) reflect an increase in Optimization Work; (f) authorize the Authority to release the 10 percent Holdback (in the amount of \$4,244,815) for certain Work that has been completed, accepted, invoiced, and paid; and (g) resulting in a net decrease in the Maximum Contract Sum by \$1,567,382. Amendment No. 19 will be substantially similar in form to the Enclosure.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Approve Amendment No. 19 to Agreement No. LA-RICS 008 for the PSBN with Motorola Solutions, Inc. (Motorola), in substantially similar form to the Enclosure, which revises the Agreement to:
 - (a) Extend the Warranty Period until March 31, 2017, at no additional cost to the Authority, in order to complete ongoing Work within this period.

AGENDA ITEM I

- (b) Make changes necessary to upgrade the Authority's Deployable Vehicle, which include the requisite services, equipment, material, configuration, installation, backup power, antenna storage, mounts, fiber connectivity and backhaul services, and related Work to support Special Events for an increase in the amount of \$235,768.
 - (c) Reflect a reduction in Training as certain Training courses will not be provided to the Authority for a decrease in the amount of \$200,000.
 - (d) Reflect a reduction in Wide Area Coverage Testing as it is no longer necessary in order to accept the System for a decrease in the amount of \$2,153,150.
 - (e) Reflect an increase in Optimization Work necessary to account for the direction provided to Motorola to extend efforts on Optimization and discontinue Wide Area Coverage Testing for an increase in the amount of \$550,000.
- 2. Authorize a decrease to the Maximum Contract Sum by \$1,567,382, when taking the cost increases and decreases into consideration, from \$141,376,725 to \$139,809,343.
 - 3. Authorize the Authority to release the 10 percent Holdback to Motorola for certain Work that has been completed, accepted, invoiced, and paid in Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), and Phase 3 (Supply PSBN Components) in the amount of \$4,244,815.
 - 4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 19.
 - 5. Delegate authority to the Interim Executive Director to execute Amendment No. 19 in substantially similar form to the enclosed Amendment.

BACKGROUND

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

On August 23, 2016, the Interim Executive Director recommended, and the Oversight Committee approved, Amendment No. 18 to PSBN Agreement No. LA-RICS 008 with

Motorola, which contemplated, among other things, a no-cost extension to the PSBN Warranty Period until December 31, 2016. This recommended action, among other things, seeks your Board's approval to further extend the Warranty Period at no additional cost to allow for close out of the PSBN.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize the Executive Director, on behalf of the Authority, to make the changes necessary to (a) extend the Warranty Period until March 31, 2017, at no additional cost; (b) to upgrade the Authority's Deployable Vehicle to support upcoming special events; (c) reflect the reduction in certain Training; (d) reflect a reduction in Wide Area Coverage Testing; (e) reflect an increase in Optimization Work; (f) authorize the Authority to release the 10 percent Holdback for certain Work that has been completed, accepted, invoiced, and paid; (g) resulting in a net decrease in the Maximum Contract Sum by \$1,567,382.

It is necessary to extend the Warranty Period until March 31, 2017, in order to complete ongoing Warranty Period closeout activities. The extension is being done at no additional cost to the Authority and includes, but is not limited to, PSBN Upgrades, continued Testing and Optimization, Training, and delivery of site and System Documentation.

It is necessary to upgrade the Authority's Deployable Vehicle, System on Wheels (SOW), to include the requisite services, equipment, material, configuration, installation, backup power, antenna storage, mounts, fiber connectivity and backhaul services, to support Special Events such as the Rose Parade, Rose Bowl, Halloween Parade, etc. The upgrades will allow the SOW to be in a readily, efficient, deployable state and have power continuity in the event of a generator interruption. For deployment readiness, the SOW will have ability to carry the required antennae, cables, and antenna mast mounts to deploy without a second vehicle or trailer to transport such apparatuses. As a result of the upgrade and as an added benefit, the SOW power system will incorporate battery backup to operate not only the PSBN equipment, but the Land Mobile Radio (LMR) equipment as well without interruption if there is a generator failure or electrical service delivery delays.

With respect to Training, Motorola will not provide specific coursework necessary in order to complete the Training Milestone. Therefore, a cost reduction is appropriate in order for the Authority to consider other means to procure the training services, if deemed necessary.

On February 23, 2016, the Authority issued a written notification to Motorola indicating that Wide Area Coverage Testing was terminated and they were instructed to discontinue performance of any Work related to this task. The recommended action to memorialize the reduction of Wide Area Coverage Testing from the contract is a result

of a mutual agreement valuing Work performed by Motorola prior to the termination of such testing at \$200,000, with a corresponding reduction in the amount of \$2,153,150. The Authority elected to remove the Wide Area Coverage Testing due to the limitations associated with resolving any coverage deficit, chiefly the ability to add additional sites. The initial grant deadline of September 30, 2015 did not permit the Authority to construct additional sites in order to bolster existing coverage and is reflected in the additional sites the Authority presented to NTIA for consideration as part of its PSBN Round 2 Program Implementation Plan. Absent the ability to bolster coverage by constructing additional sites, there was very limited value in proceeding with the Wide Area Coverage Testing, which would have identified areas that would benefit from the construction of additional sites. Instead, the Authority elected to focus its efforts on Optimization (Cluster Tuning) Work in lieu of conducting the Wide Area Coverage Testing as this allows Motorola to continue optimizing the PSBN to achieve acceptance.

Lastly, consideration is requested regarding the release of the 10 percent Holdback contemplated in the Agreement for certain Work that has been completed, approved, invoiced, and paid in Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), and Phase 3 (Supply PSBN Components) in the amount of \$4,244,815 as detailed in the table below.

Phase	Recommended Release of 10% Holdback
Phase 1 – System Design	\$1,140,951
Phase 2 – Site Construction and Site Modification	\$1,538,256
Phase 3 – Supply PSBN Components	\$1,565,608
TOTAL FOR PHASES 1-3	\$4,244,815

As we are in the final stages of the Warranty Period, Authority staff and its Consultants consider it appropriate to release the 10 percent Holdback to Motorola at this time for certain Work that has been completed, accepted, invoiced, and paid as Motorola has met its contractual obligation and has achieved acceptance as it relates to the completed Phase 1 through 3 Work.

With respect to Phase 3, the Holdback amount related to the Core (approximately \$300,000) is not included in the proposed amount contemplated above as there is certain Core Documentation required to be submitted prior to the recommendation for release of such Holdback.

The remaining Holdback for Phase 4 (PSBN Implementation), valued at approximately \$700,000, is not presented to your Board for consideration for release at this time as

there is still Work being completed such as Testing and Optimization, Training, and Documentation. Staff recommends remaining Holdback be released to Motorola upon completion and acceptance of all remaining Deliverables Work in Phase 4.

FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 19 will reduce the Maximum Contract Sum by \$1,567,382, when taking the cost increases and decreased depicted in the table below into consideration, from \$141,376,725 to \$139,809,343. Such costs are fully reimbursable under the BTOP grant awarded by the Department of Commerce's National Telecommunications and Information Administration.

Recommended Action	Increase	Decrease
Extend Warranty to March 31, 2017	---	---
Upgrade Authority's Deployable Vehicle (SOW)	\$235,768	---
Reduction in Training	---	\$200,000
Reduction in Wide Area Coverage Testing	---	\$2,153,150
Increase in Optimization Work	\$550,000	---
NET REDUCTION TO MAXIMUM CONTRACT SUM (Taking Cost Increases and Decreases into Consideration):	\$1,567,382	

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions.

CONCLUSION

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "John E. Radleff".

JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

JA

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Enclosure

c: Counsel to the Authority

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

Recitals

This Amendment Number Nineteen (together with all exhibits, attachments, and schedules hereto, ("Amendment No. 19") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of December ____, 2016, based on the following recitals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This Amendment No. 19 is authorized under Section 2 (Changes to Agreement) of the Agreement.

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

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Base Document. Unless otherwise noted, section references in this

Amendment No. 19 refer to sections of the Base Document and its Exhibits, as amended by this Amendment No. 19.

2. Reduction for Training: Both parties agree and acknowledge that Contractor will no longer need to provide specific coursework (Access Point Name (APN) Training, End to End Training, Site Controller Training) in order to complete the Training Milestone in accordance with the Exhibit A (Statement of Work) and Exhibit B (PSBN Specifications), respectively. To account for the absence of this specific coursework, both parties agree and acknowledge a cost reduction in the amount of \$200,000, to the Training Milestone, as reflected in the relevant portions of Exhibit C (Schedule of Payments) attached to this Amendment No. 19.
3. Increase in Optimization (Cluster Tuning) Work: Both parties agree and acknowledge that the Authority directed the Contractor to increase efforts on Optimization (Cluster Tuning) Work in lieu of conducting the Wide Area Coverage Testing for a cost increase in the amount of \$550,000 as reflected in the relevant portions of Exhibit C (Schedule of Payments) attached to this Amendment No. 19.
4. Amendments to Base Document.
 - 4.1 Section 8.1.1 within Section 8 (Maximum Contract Sum and Contract Sum) 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 One Hundred Thirty-Nine Million, Eight Hundred Nine Thousand, Three Hundred Forty-Three Dollars (\$139,809,343) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).
 - 4.2 Section 11.2.1 (Use of Holdback) and Section 11.2.2 (Payment of Holdback) within Section 11.2 (Holdback) of the Base Document is deleted in its entirety and replaced with the following:
 - 11.2.1 Use of Holdback

The Authority will authorize payment to Contractor for the amount of the applicable invoices less ten percent (10%) as Holdback, as provided in Exhibit C (Schedule of Payments), for each Deliverable under Exhibit A (Statement of Work) and Exhibit B (PSBN Specifications) to be furnished as part of the Work under Phases 1 through 4 of the PSBN Project and for which Deliverable the Authority is obligated to make payment, upon receipt and approval of such Deliverable and upon receipt and approval of the invoice therefor, as provided in Sections 4.2 (Approval of Work) and 11.1.3 (Approval of Invoices). The total amount of such Holdback shall be

due and payable to Contractor upon Authority approval, in its sole discretion, in full or in part, at the time of Final PSBN Acceptance or earlier for certain completed Deliverables and/or Work, subject to any adjustment for any amounts owed to the Authority by Contractor under the Agreement, including any amounts arising from Section 11.3 (Liquidated Damages), Section 11.4 (Authority's Right to Withhold Payment), and any partial termination of any Task, Subtask or Deliverable. No payment may be required to be made by the Authority to Contractor for certain Deliverables as shown in of Exhibit C (Schedule of Payments).

11.2.2 Payment of Holdback

Contractor shall submit one (1) or more invoices for payment for the Holdback due and payable following Authority approval of such payment, in its sole discretion, either in full or in part, at the time of Final PSBN Acceptance or earlier for certain completed Deliverables and/or Work. The Authority will make the payment of the Holdback due and payable, upon receipt and approval of the applicable invoice(s) therefore, as provided in Sections 4.3 (Approval of Work) and 11.1.3 (Approval of Invoices).

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

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

- 4.4 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 One Hundred Seventy-Three Million, One Hundred Five Thousand, Two Hundred Eighty-Nine Dollars (\$173,105,289). 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 A (Statement of Work), Section 2.15.2 (Special Events Plans) is revised to include Section 2.15.2.4 (LA-RICS Deployable Vehicle Readiness and Related Work for Special Events).

2.15.2.4 LA-RICS Deployable Vehicle Readiness Upgrade and Related Work for Special Events

Both parties agree and acknowledge that the Contractor will perform all Work necessary to upgrade the Authority's Deployable Vehicle, System on Wheels (SOW), to ensure it is capable of immediate deployment to support Special Events such as the Halloween Parade, Rose Parade, Rose Bowl, etc. Such Work includes, but is not limited to, providing the necessary equipment, materials, configuration services, installation services to retrofit the Authority's SOW, provide backup power, antenna storage, and mounts, fiber connectivity and backhaul services to ready the SOW for deployment to special events, in exchange for the costs set forth in the relevant portions Exhibit C (Schedule of Payments). Pursuant to Section 5.5 of Amendment No. 19, the relevant costs associated with this Work are contained in the newly incorporated Exhibit C.17 (LA-RICS Deployable Vehicle Readiness Upgrade and Related Work).

- 5.2 Exhibit A (Statement of Work), Section 6.3.30 (Wide Area Coverage Test) and Section 6.3.31 (Wide Area Coverage Test Results) shall be deleted in their entirety and no longer considered part of the Agreement. Both parties agree and acknowledge that the value of Work performed by Contractor prior to the Termination of such Wide Area Coverage Testing is equal to \$200,000, with a corresponding cost reduction in the amount of \$2,153,150 as reflected in the relevant portions of Exhibit C (Schedule of Payments) attached to this Amendment No. 19.
- 5.3 Exhibit C.1 (PSBN Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (PSBN System Payment Summary) to Exhibit C (Schedule of Payments) attached to this Amendment No. 19, which is incorporated by this reference.
- 5.4 Exhibit C.5 (Phase 4 – PSBN Implementation) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.5 (Phase 4 – PSBN Implementation) to Exhibit C (Schedule of Payments) attached to this Amendment No. 19, which is incorporated by this reference.

- 5.5 Exhibit C (Schedule of Payments) is revised to include a new Exhibit, Exhibit C.17 (LA-RICS Deployable Vehicle Readiness Upgrade and Related Work) which is attached to this Amendment No. 19, and incorporated by this reference.
- 5.6 Exhibit F (Administration of Agreement) is deleted in its entirety and replaced with Exhibit F (Administration of Agreement) attached to this Amendment No. 19, which is incorporated by this reference.
- 6. This Amendment No. 19 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. 19;
 - 6.2 Los Angeles County Counsel has approved this Amendment No. 19 as to form;
 - 6.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority to execute this Amendment No. 19; and
 - 6.4 The Executive Director of the Authority has executed this Amendment No. 19.
- 7. Except as expressly provided in this Amendment No. 19, 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. 19 on behalf of Contractor represent and warrant that the person executing this Amendment No. 19 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 19, and that all requirements of Contractor to provide such actual authority have been fulfilled.
- 9. This Amendment No. 19 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 NINETEEN
TO AGREEMENT NO. LA-RICS 008
FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM –
PUBLIC SAFETY BROADBAND SYSTEM**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 19 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

MOTOROLA SOLUTIONS, INC.

By: _____

John Radeleff
Interim Executive Director

By: _____

Norm Folger
Motorola Project Director

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

MARY C. WICKHAM
County Counsel

By: _____

Truc L. Moore
Principal Deputy County Counsel

SCHEDULE OF PAYMENTS

EXHIBIT C.1 - PSBN PAYMENT SUMMARY

Description	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Less 10% Holdback Amount
Phase 1 - System Design	\$ -	\$ 14,460,588	\$ 1,206,987	\$ 13,253,601
Phase 2 - Site Construction and Site Modification	\$ -	\$ 20,556,399	\$ 2,009,409	\$ 18,546,990
Phase 3 - Supply PSBN Components	\$ -	\$ 25,373,629	\$ 2,408,342	\$ 22,965,287
Phase 4 - PSBN Implementation	\$ -	\$ 7,566,307	\$ 747,493	\$ 6,818,814
Subtotal (Phases 1 to 4)	\$ -	\$ 67,956,923	\$ 6,372,231	\$ 61,584,692
Phase 5 - PSBN Maintenance (First 5 Years of Maintenance)	\$ 32,369,744	\$ -	\$ 3,236,974	\$ 29,132,770
Subtotal (Phases 1 to 5)	\$ 32,369,744	\$ 67,956,923	\$ 9,609,205	\$ 90,717,462
Additive Alternate 1 - Home Subscriber Server (HSS) (Notes 1 & 2)	\$ -	\$ 960,888	\$ 96,089	\$ 864,799
Additive Alternate 2 - Redundant Evolved Packet Core (Notes 1 & 2)	\$ -	\$ 3,581,366	\$ 358,137	\$ 3,223,229
Additive Alternate 3 - Location Services	\$ 2,592,246	\$ -	\$ 259,225	\$ 2,333,021
Maintenance for Additive Alternates 1 to 3 (First 5 Years of Maintenance)	\$ 6,166,090	\$ -	\$ 616,609	\$ 5,549,481
Subtotal (Additive Alternates)	\$ 8,758,336	\$ 4,542,254	\$ 1,330,060	\$ 11,970,530
Total ([Phases 1-5] + Additive Alternates)	\$ 41,128,080	\$ 72,499,177	\$ 10,939,265	\$ 102,687,992
Phase 1 Work for 15 Cell-on-Wheels (COWs)	\$ -	\$ 411,975	\$ 41,175	\$ 370,800
Phase 2 Work for 15 Cell-on-Wheels (COWs)	\$ -	\$ 1,824,480	\$ 182,460	\$ 1,642,020
Phase 3 Work for 15 Cell-on-Wheels (COWs)	\$ -	\$ 3,452,895	\$ 338,067	\$ 3,114,828
Phase 4 Work for 15 Cell-on-Wheels (COWs)	\$ -	\$ 125,175	\$ 12,525	\$ 112,650
Restoration Work	\$ -	\$ 2,378,664	\$ -	\$ 2,378,664
Fiber Optic Equipment and Related Work	\$ -	\$ 1,275,000	\$ 127,500	\$ 1,147,500
Site Construction Changes	\$ -	\$ 713,883	\$ 71,403	\$ 642,482
Claims Settlement	\$ -	\$ 15,764,246	\$ -	\$ -
LA-RICS Deployable Vehicle Readiness Upgrade and Related Work	\$ -	\$ 235,768	\$ 23,577	\$ 212,191
TOTAL CONTRACT SUM	\$98,681,263			
MAXIMUM CONTRACT SUM (Total Unilateral Option Sum + Total Contract Sum)	\$139,809,343			
* The Authority will authorize payment to Contractor for the amount of the applicable invoices less ten percent (10%) as Holdback for each deliverable under Exhibit A (Statement of Work) and Exhibit B (PSBN Specifications), however not all deliverables (i.e. insurance, bonds) in the Exhibit C, Schedule of Payments, will be subject to a 10% holdback.				

SCHEDULE OF PAYMENTS

EXHIBIT C.1 - PSBN PAYMENT SUMMARY

Description	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Less 10% Holdback Amount
Note 1: Pursuant to Amendment No. 2, effective April 7, 2014, the Authority exercised the Unilateral Option Sum for Phase 1 for both Additive Alternate No. 1, System Design for the Home Subscriber Server (HSS), and Additive Alternate No. 2, System Design for the Redundant Evolved Packet Core (EPC). In connection therewith, the Unilateral Option Sum for System Design for Phase 1 for both Additive Alternate No. 1 and Additive Alternate No. 2, in a total amount of \$359,044 was converted into a Contract Sum. The cost for the System Design for Phase 1 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 2. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).				
Note 2: Pursuant to Amendment No. 4, effective July 16, 2014, the Authority exercised the Unilateral Option Sum for all Work pertaining to (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for Home Subscriber Server (HSS), (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification for the Redundant Evolved Packet Core (EPC), and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components for the Redundant EPC. In connection therewith, the Unilateral Option Sum for (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for the HSS, (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification for the Redundant Evolved Packet Core (EPC), and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components for the Redundant EPC; all in a total amount of \$2,962,648 was converted into a Contract Sum. The cost for the Site Construction and Site Modification for Phase 2 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 4. The cost for Supplying PSBN Components for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C.7 (Additive Alternates) as amended and restated in Amendment No. 4. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).				
Note 3: Pursuant to Amendment No. 5, effective September 24, 2014, the Authority exercised the Unilateral Option Sum for all Work pertaining to (i) Phase 4 for Additive Alternate No. 1, PSBN Implementation Work for Home Subscriber Server (HSS), and (ii) Phase 4 for Additive Alternate No. 2, PSBN Implementation Work for the Redundant Evolved Packet Core (EPC). In connection therewith, the Unilateral Option Sum for (i) Phase 4 for Additive Alternate No. 1, PSBN Implementation Work for the HSS, and (ii) Phase 4 for Additive Alternate No. 2, PSBN Implementation Work for the Redundant EPC; all in a total amount of \$1,184,562 was converted into a Contract Sum. The cost for the PSBN Implementation Work for Phase 4 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 5. The cost for PSBN Implementation Work for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C.7 (Additive Alternates) as amended and restated in Amendment No. 5. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).				
Note 4: Pursuant to Amendment No. 7, effective December 31, 2014, credits for Phases 1 and 2 were realized in the amount of \$1,005,807. However, the cost for power load studies in Phase 1 in the amount of \$12,444 was taken from the Credits. The remaining Credit balance of \$991,585 is reserved for use for a future replacement site(s).				

SCHEDULE OF PAYMENTS
EXHIBIT C.5 - PHASE 4 - PSBN IMPLEMENTATION

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Installation and Commission Details						Unilateral Option Sum Note 2	Credits Note 3	Unused Credits	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Backhaul Installation	Site Commissioning Backhaul	Site Commissioning LTE	Project Administration Per Site Note 1						
A.6.1	Installation and Commission:												
	Primary EPC	-	-	-	-	-	-	-	-		\$ 763,448	\$ 76,345	\$ 687,103
A.6.1	Network Management System and Inventory Management System	-	-	-	-	-	-	-			\$ 383,833	\$ 38,383	\$ 345,450
A.6.1	Site Detail Summary for eNodeBs and Backhaul Per Site:	-	-	-	-	-	-	-	-		\$ -	\$ -	\$ -
A.6.1	Alhambra PD_ALHPD01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	Arcadia PD_ARCPD01	\$ 6,510	\$ 22,219	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 47,394	\$ 4,739	\$ 42,655
A.6.1	Azusa PD_AZPD001	\$ 6,510	\$ 22,219	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 47,394	\$ 4,739	\$ 42,655
A.6.1	Bell Gardens PD_BGPD001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	Beverly Hills Rexford Drive_BHR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	Bald Mountain_BMT	\$ 6,510	\$ 20,724	\$ 4,062	\$ 10,727	\$ 8,765	\$ 6,926	-	-	-	\$ 57,714	\$ 5,771	\$ 51,943
A.6.1	Baldwin Park PD_BPPD001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	Blue Rock_BRK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	Burnt Peak_BUR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	Burbank PD_BURPD01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	Criminal Court Building_CCT	\$ 2,184	\$ 18,034	\$ 4,724	\$ 10,727	\$ 8,765	\$ 6,926	-	-	-	\$ 51,360	\$ 5,136	\$ 46,224
A.6.1	Century_CEN	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	Carlton J. Peterson Park_CJP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	Claremont Microwave Tower_CLM	\$ -	\$ 18,554	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 37,219	\$ 3,722	\$ 33,497
A.6.1	Claremont PD_CLRMPD1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	FS 2_CPTFD02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	FS 4_CPTFD04	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	Culver City Communications Tower_CULV001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	Downey PD_DWNPDP1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	El Monte PD_ELMNTPD	\$ 6,510	\$ 13,819	\$ 4,062	\$ 10,727	\$ 8,765	\$ 6,926	-	-	-	\$ 50,809	\$ 5,081	\$ 45,728
A.6.1	El Segundo PD_ELSGDPD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	FCCF -HQ_FCCF	\$ 6,510	\$ 13,819	\$ 4,724	\$ 10,727	\$ 8,765	\$ 6,926	-	-	-	\$ 51,471	\$ 5,147	\$ 46,324
A.6.1	FS 5_FS5	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	Gardena_GARD001	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	Glendale Civic Center_GCC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	Glendale Water & Power UOC_GDWP001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	FS 23_GLNDL23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	FS 24_GLNDL24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	FS 28_GLNDL28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	FS 3_LACF003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	FS 4_LACF004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	FS 16_LACF016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	FS 21_LACF021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	FS 23_LACF023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	FS 24_LACF024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	FS 28_LACF028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	FS 30_LACF030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	FS 31_LACF031	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -

SCHEDULE OF PAYMENTS
EXHIBIT C.5 - PHASE 4 - PSBN IMPLEMENTATION

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Installation and Commission Details						Unilateral Option Sum Note 2	Credits Note 3	Unused Credits	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Backhaul Installation	Site Commissioning Backhaul	Site Commissioning LTE	Project Administration Per Site Note 1						
A.6.1	FS-38-LACF038	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-44-LACF044	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-48-LACF048	\$ -	22,219	\$ -	\$ -	\$ -	\$ 6,926	-	-		\$ 29,145	\$ 2,915	\$ 26,230
A.6.1	FS-50-LACF050	\$ -	13,819	\$ -	\$ -	\$ -	\$ 6,926	-	-		\$ 20,745	\$ 2,075	\$ 18,670
A.6.1	FS-53-LACF053	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-56-LACF056	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-58-LACF058	\$ -	13,819	\$ -	\$ -	\$ -	\$ 6,926	-	-		\$ 20,745	\$ 2,075	\$ 18,670
A.6.1	FS-59-LACF059	\$ 6,510	22,219	\$ -	\$ -	\$ -	\$ 6,926	-	-		\$ 35,655	\$ 3,566	\$ 32,089
A.6.1	FS-61-LACF061	\$ -	20,724	\$ -	\$ -	\$ -	\$ 6,926	-	-		\$ 27,650	\$ 2,765	\$ 24,885
A.6.1	FS-65-LACF065	\$ -	20,724	\$ -	\$ -	\$ -	\$ 6,926	-	-		\$ 27,650	\$ 2,765	\$ 24,885
A.6.1	FS-68-LACF068	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-69-LACF069	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-71-LACF071	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-72-LACF072	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-73-LACF073	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-76-LACF076	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-77-LACF077	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-78-LACF078	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-79-LACF079	\$ 6,510	\$ -	\$ -	\$ -	\$ -	\$ 6,926	-	-		\$ 13,436	\$ 1,344	\$ 12,092
A.6.1	FS-80-LACF080	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-81-LACF081	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-83-LACF083	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-84-LACF084	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-85-LACF085	\$ -	22,219	\$ -	\$ -	\$ -	\$ 6,926	-	-		\$ 29,145	\$ 2,915	\$ 26,230
A.6.1	FS-86-LACF086	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-87-LACF087	\$ 6,510	\$ -	\$ -	\$ -	\$ -	\$ 6,926	-	-		\$ 13,436	\$ 1,344	\$ 12,092
A.6.1	FS-88-LACF088	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-90-LACF090	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-91-LACF091	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-92-LACF092	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-93-LACF093	\$ -	22,219	\$ -	\$ -	\$ -	\$ 6,926	-	-		\$ 29,145	\$ 2,915	\$ 26,230
A.6.1	FS-95-LACF095	\$ -	13,819	\$ -	\$ -	\$ -	\$ 6,926	-	-		\$ 20,745	\$ 2,075	\$ 18,670
A.6.1	FS-96-LACF096	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-98-LACF098	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-99-LACF099	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-102-LACF102	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-105-LACF105	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-106-LACF106	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-107-LACF107	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-108-LACF108	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-111-LACF111	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-112-LACF112	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-114-LACF114	\$ 6,510	\$ -	\$ -	\$ -	\$ -	\$ 6,926	-	\$ -		\$ 13,436	\$ 1,344	\$ 12,092
A.6.1	FS-117-LACF117	\$ 6,510	22,219	\$ -	\$ -	\$ -	\$ 6,926	-	\$ -		\$ 35,655	\$ 3,566	\$ 32,089
A.6.1	FS-118-LACF118	\$ -	\$ -	\$ -	\$ -	\$ -		-	\$ -		\$ -	\$ -	\$ -
A.6.1	FS-120-LACF120	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-123-LACF123	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-129-LACF129	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-132-LACF132	\$ 6,510	22,219	\$ -	\$ -	\$ -	\$ 6,926	-	-		\$ 35,655	\$ 3,566	\$ 32,089
A.6.1	FS-140-LACF140	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-141-LACF141	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-144-LACF144	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -

SCHEDULE OF PAYMENTS
EXHIBIT C.5 - PHASE 4 - PSBN IMPLEMENTATION

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Installation and Commission Details						Unilateral Option Sum Note 2	Credits Note 3	Unused Credits	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Backhaul Installation	Site Commissioning Backhaul	Site Commissioning LTE	Project Administration Per Site Note 1						
A.6.1	FS-146_LACF146	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-149_LACF149	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-151_LACF151	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-153_LACF153	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-154_LACF154	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-157_LACF157	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-159_LACF159	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-161_LACF161	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-162_LACF162	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-163_LACF163	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-164_LACF164	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-169_LACF169	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-171_LACF171	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-173_LACF173	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-181_LACF181	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-183_LACF183	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-184_LACF184	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-187_LACF187	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-188_LACF188	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-192_LACF192	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-194_LACF194	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	CP-2_LACFCP02	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	CP-9_LACFCP09	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	CP-14_LACFCP14	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	LAC/HARBOR+UCLA MEDICAL CENTER_LACHAR	\$ 2,184	\$ 18,034	\$ 4,724	\$ 10,727	\$ 8,765	\$ 6,926	-	-		\$ 51,360	\$ 5,136	\$ 46,224
A.6.1	LAC/OLIVEVIEW+UCLA_LACOLV	\$ 2,184	\$ 26,787	\$ 4,724	\$ 10,727	\$ 8,765	\$ 6,926	-	-		\$ 60,113	\$ 6,011	\$ 54,102
A.6.1	LAC/USC MEDICAL CENTER_LACUSC	\$ 2,184	\$ 18,034	\$ 4,724	\$ 10,727	\$ 8,765	\$ 6,926	-	-		\$ 51,360	\$ 5,136	\$ 46,224
A.6.1	FS-005_LAFD005	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-012_LAFD012	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-015_LAFD015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-		\$ -	\$ -	\$ -
A.6.1	FS-016_LAFD016	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-019_LAFD019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-		\$ -	\$ -	\$ -
A.6.1	FS-029_LAFD029	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-035_LAFD035	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-042_LAFD042	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-044_LAFD044	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-047_LAFD047	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-049_LAFD049	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-		\$ -	\$ -	\$ -
A.6.1	FS-055_LAFD055	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-061_LAFD061	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-066_LAFD066	\$ -	\$ 13,819	\$ -	\$ -	\$ -	\$ 6,926	-	-		\$ 20,745	\$ 2,075	\$ 18,670
A.6.1	FS-074_LAFD074	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-076_LAFD076	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-077_LAFD077	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-079_LAFD079	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-080_LAFD080	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-081_LAFD081	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-082_LAFD082	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-084_LAFD084	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-085_LAFD085	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -

SCHEDULE OF PAYMENTS
EXHIBIT C.5 - PHASE 4 - PSBN IMPLEMENTATION

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Installation and Commission Details						Unilateral Option Sum Note 2	Credits Note 3	Unused Credits	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Backhaul Installation	Site Commissioning Backhaul	Site Commissioning LTE	Project Administration Per Site Note 1						
A.6.1	FS-088-LAFD088	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-093-LAFD093	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-094-LAFD094	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-095-LAFD095	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-096-LAFD096	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-097-LAFD097	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-101-LAFD101	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-105-LAFD105	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-114-LAFD114	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	Hermosa-HQ-LALG100	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	Zuma-Lifeguard-HQ-LALG300	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	Lifeguard-Division-LALG-HQ	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	Lancaster_LAN	\$ 6,510	\$ 22,219	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-		\$ 47,394	\$ 4,739	\$ 42,655
A.6.1	77TH Street Area Complex_LAPD077	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-		\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	Central Area Complex_LAPDCEN	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	Devonshire Area station_LAPDDVN	\$ 6,510	\$ 22,219	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-		\$ 47,394	\$ 4,739	\$ 42,655
A.6.1	Foothill Area station_LAPDFTH	\$ 6,510	\$ 22,219	\$ 9,448	\$ 10,727	\$ 8,765	\$ 6,926	-	-		\$ 64,595	\$ 6,460	\$ 58,135
A.6.1	Hollenbeck Area station_LAPDHLB	\$ 6,510	\$ 13,819	\$ 9,448	\$ 10,727	\$ 8,765	\$ 6,926	-	-		\$ 56,195	\$ 5,620	\$ 50,575
A.6.1	Hollywood Area station_LAPDHWD	\$ 6,510	\$ 22,219	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-		\$ 47,394	\$ 4,739	\$ 42,655
A.6.1	Mission Area station_LAPDMIS	\$ 6,510	\$ 22,219	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-		\$ 47,394	\$ 4,739	\$ 42,655
A.6.1	Northeast Area station_LAPDNED	\$ 6,510	\$ 22,219	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-		\$ 47,394	\$ 4,739	\$ 42,655
A.6.1	North Hollywood Area Station_LAPDNHD	\$ 6,510	\$ 22,219	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-		\$ 47,394	\$ 4,739	\$ 42,655
A.6.1	Newton_LAPDNWT	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-		\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	Olympic Area station_LAPDOLY	\$ 6,510	\$ 13,819	\$ 4,724	\$ 10,727	\$ 8,765	\$ 6,926	-	-		\$ 51,471	\$ 5,147	\$ 46,324
A.6.1	Pacific Area station_LAPDPAC	\$ 6,510	\$ 13,819	\$ 16,242	\$ 13,390	\$ 8,765	\$ 6,926	-	-		\$ 65,652	\$ 6,565	\$ 59,087
A.6.1	Rampart Area station_LAPDRAM	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-		\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	Topanga Area station_LAPDTOP	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-		\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	Valley Dispatch Center_LAPDVDC	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	Van Nuys Area station_LAPDVNS	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-		\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	Wilshire Area station_LAPDWIL	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-		\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	West Los Angeles Area station_LAPDWLA	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-		\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	West Valley Area facility_LAPDWVD	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-		\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	Altadena_LASDALD	\$ 6,510	\$ 22,219	\$ 4,062	\$ 10,727	\$ 8,765	\$ 6,926	-	-		\$ 59,209	\$ 5,921	\$ 53,288
A.6.1	Carson_LASDCSN	\$ 6,510	\$ 13,819	\$ 4,062	\$ 10,727	\$ 8,765	\$ 6,926	-	-		\$ 50,809	\$ 5,081	\$ 45,728
A.6.1	Greene Valley_LASDCVS	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	Industry_LASDIOT	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-		\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	Lakewood_LASDLKD	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-		\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	Lennox (Closed)_LASDLNX	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-		\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	North County Correctional Facility_LASDNCC	\$ 6,510	\$ 20,724	\$ 4,724	\$ 10,727	\$ 8,765	\$ 6,926	-	-		\$ 58,376	\$ 5,838	\$ 52,538
A.6.1	Norwalk_LASDNWK	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-		\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	Pico Rivera_LASDPRV	\$ 6,510	\$ 13,819	\$ 4,062	\$ 10,727	\$ 8,765	\$ 6,926	-	-		\$ 50,809	\$ 5,081	\$ 45,728
A.6.1	Santa Clarita Valley_LASDSCV	\$ 6,510	\$ 22,219	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-		\$ 47,394	\$ 4,739	\$ 42,655
A.6.1	San Dimas_LASDSDM	\$ 6,510	\$ 20,724	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-		\$ 45,899	\$ 4,590	\$ 41,309
A.6.1	Temple_LASDTEM	\$ 6,510	\$ 22,219	\$ 4,062	\$ 10,727	\$ 8,765	\$ 6,926	-	-		\$ 59,209	\$ 5,921	\$ 53,288
A.6.1	FS-2-LBFD002	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-6-LBFD006	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-9-LBFD009	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-12-LBFD012	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -
A.6.1	FS-13-LBFD013	\$ -	\$ -	\$ -	\$ -	\$ -		-	-		\$ -	\$ -	\$ -

SCHEDULE OF PAYMENTS
EXHIBIT C.5 - PHASE 4 - PSBN IMPLEMENTATION

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Note Document)	Deliverable	Installation and Commission Details						Unilateral Option Sum Note 2	Credits Note 3	Unused Credits	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Backhaul Installation	Site Commissioning Backhaul	Site Commissioning LTE	Project Administration Per Site Note 1						
A.6.1	FS-21-LBFD021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	HQ-LBFD026	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	HQ_LBPDHQ	\$ 2,184	\$ 18,034	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 38,883	\$ 3,888	\$ 34,995
A.6.1	Sylmar Converter Station_E_LDWP220	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	Lost Hills/Malibu_LHS	\$ 6,510	\$ 20,724	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 45,899	\$ 4,590	\$ 41,309
A.6.1	FS-2-LVFD002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	La-Verne-PD-LVRNPD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	FS-1-MBFD001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	Mira Loma Detention Facility_MLM	\$ 6,510	\$ 22,219	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 47,394	\$ 4,739	\$ 42,655
A.6.1	Monrovia-PD-MNRVPD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	Montebello-PD-MNTBLPD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	Monterey Park-PD-MNTPKPD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.5.1	Mount Olivet Reservoir_MOR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	FS-2-MRFD002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	FS-3-MTBF003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	Mount Washington-MTW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	Goodrich_PASA001	\$ 6,510	\$ 22,219	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 47,394	\$ 4,739	\$ 42,655
A.6.1	FS-33-PASFD33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	Puente Hills_PHN	\$ 6,510	\$ 22,219	\$ 9,448	\$ 10,727	\$ 8,765	\$ 6,926	-	-	-	\$ 64,595	\$ 6,460	\$ 58,135
A.6.1	Palmdale_PLM	\$ 6,510	\$ 22,219	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 47,394	\$ 4,739	\$ 42,655
A.6.1	LAC/RANCHO LOS AMIGOS NATIONAL REHAB CTR_RANCHO	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	FS-2-RDBFD02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	Redondo Beach-PD-RDNBPD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	Reservoir Hill-REH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	San Pedro City Hall-SCH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	Southeast Area station_SEP	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	FS-3-SFSFD03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	FS-4-SFSFD04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	South L.A._SLA	\$ 6,510	\$ 13,819	\$ 4,724	\$ 10,727	\$ 8,765	\$ 6,926	-	-	-	\$ 51,471	\$ 5,147	\$ 46,324
A.6.1	FS-2-SMFD002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	South Gate-PD-SOGTPD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	San Vicente Peak-SVP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	Southwest Area station_SWP	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	City Hall Radio Tower_TORC001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	FS-2-TORFD02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	FS-3-TORFD03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	FS-4-TORFD04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	FS_1_VEFD001	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	FS_3_VEFD003	\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 38,994	\$ 3,899	\$ 35,095
A.6.1	Walnut/Diamond Bar_WAL	\$ 6,510	\$ 22,219	\$ 4,724	\$ 10,727	\$ 8,765	\$ 6,926	-	-	-	\$ 59,871	\$ 5,987	\$ 53,884
A.6.1	FS-4-WCFD004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	FS-5-WCFD005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.6.1	West Hollywood_WHD	\$ 6,510	\$ 22,219	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 47,394	\$ 4,739	\$ 42,655
DELIVERABLES													
A.6.2	Spares Management	-	-	-	-	-	-	-	-	-	\$ 385,629	\$ 38,563	\$ 347,066
A.6.3	Acceptance Testing:	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
A.6.3.27	Functional Test	-	-	-	-	-	-	-	-	-	\$ 185,314	\$ 18,531	\$ 166,783
A.6.3.30	Wide Area Coverage Test	-	-	-	-	-	-	-	-	-	\$ 200,000	\$ 20,000	\$ 180,000
A.6.3.32	Waterway Coverage Test	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
A.6.3.33	Freeway Coverage Test	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -

SCHEDULE OF PAYMENTS
EXHIBIT C.5 - PHASE 4 - PSBN IMPLEMENTATION

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Installation and Commission Details						Unilateral Option Sum Note 2	Credits Note 3	Unused Credits	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Backhaul Installation	Site Commissioning Backhaul	Site Commissioning LTE	Project Administration Per Site Note 1						
A.6.3.34	Special Operational Test										\$ -	\$ -	\$ -
A.6.3.35	PSBN Burn-in Test										\$ -	\$ -	\$ -
A.6.4	Training:	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
A.6.4	Wave 1 Training										\$ 266,670	\$ 26,667	\$ 240,003
A.6.4	Wave 2 Training										\$ 266,669	\$ 26,667	\$ 240,002
A.6.5	Documentation	-	-	-	-	-	-	-	-	-	\$ 570,962	\$ 57,096	\$ 513,866
A.6.6	Implementation Phase Acceptance	-	-	-	-	-	-	-	-	-	\$ 321,357	\$ 32,136	\$ 289,221
A.6.7	Final PSBN Acceptance	-	-	-	-	-	-	-	-	-	\$ 321,357	\$ 32,136	\$ 289,221
Base 22.3.2	Performance Bond for Phase 4 - PSBN Implementation	-	-	-	-	-	-	-	-	-	\$ 88,000	\$ -	\$ 88,000
Base 38.3	Total Lease Costs for Phase 4 - PSBN Implementation	-	-	-	-	-	-	-	-	-	Included	\$ -	\$ -
Subtotal		\$ 381,990	\$ 1,231,104	\$ 187,474	\$ 243,488	\$ 499,605	\$ 498,672	\$ -	\$ 245,506	\$ 35,144	\$ 6,795,572	\$ 670,751	\$ 6,124,821
ADDITIONAL SITES (AMENDMENT NO. 8)													
A.6.1	Installation and Commission:												
A.6.1	FS-101_LACF101 (replacing CLRMPD1)	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
A.6.1	Oat Mountain_ONK	6,510	-	\$ 8,124	\$ 10,727	-	-	-	-	-	\$ 25,361	\$ 2,536	\$ 22,825
A.6.1	Rolling Hills Transit_RHT	-	-	\$ -	\$ -	-	-	-	-	-	\$ -	\$ -	\$ -
A.6.1	San Dimas_SDW	6,510	-	\$ 2,000	\$ 974	-	-	-	-	-	\$ 9,484	\$ 948	\$ 8,536
A.6.1	Verdugo Peak City_VPC	6,510	-	\$ 2,000	\$ 974	-	-	-	-	-	\$ 9,484	\$ 948	\$ 8,536
A.6.1	FS-54_LACF054 (replacing SOGTPD)	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
Total for Additional Sites (Amendment No. 8)		\$ 19,530	\$ -	\$ 12,124	\$ 12,675	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,329	\$ 4,432	\$ 39,897
ADDITIONAL SITES (AMENDMENT NO. 9)													
A.6.1	Installation and Commission:												
A.6.1	Baldwin Hills_BAH	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
A.6.1	Compton Court Building_CCB	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
A.6.1	FS-69_LAFD069 (Replacing LAFD019)	\$ -	\$ -	#	#	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -
A.6.1	FS 12_LBFD012(N) (Replacing LBFD012(O))	\$ 6,510	\$ 13,819	\$ -	\$ -	\$ 8,765	\$ 6,926	\$ -	\$ -	\$ -	\$ 36,020	\$ 3,602	\$ 32,418
A.5.1	City of Long Beach 911 Dispatch_LBECOC- (Replacing LBFD026)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.6.1	City of Los Angeles DWP_LDWP243 (Replacing LDWP220)	\$ 6,510.00	#	\$ 4,062	\$ 10,727	#	#	\$ -	\$ -	\$ -	\$ 59,209	\$ 5,921	\$ 53,288
Total for Additional Sites (Amendment No. 9)		\$ 13,020	\$ 36,038	\$ 4,062	\$ 10,727	\$ 17,530	\$ 13,852	\$ -	\$ -	\$ -	\$ 95,229	\$ 9,523	\$ 85,706
ADDITIONAL SITE (AMENDMENT NO. 11)													
A.6.1	Installation and Commission:												
A.6.1	Parking Lot at Pasadena_PD_PASDNPD	2,184	#	\$ 2,000	\$ 974	#	#	-	-	-	\$ 38,883	\$ 3,888	\$ 34,995
Total for Additional Site (Amendment No. 11)		\$ 2,184	\$ 18,034	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ -	\$ -	\$ 38,883	\$ 3,888	\$ 34,995
ADDITIONAL SITE (AMENDMENT NO. 11)													
A.6.1	Installation and Commission:												
A.6.1	Los Angeles Port Police_LAPP001 (Replacing LAFD049)	6,510	#	\$ 2,000	\$ 974	#	#	-	-	-	\$ 38,994	\$ 3,899	\$ 35,095
Total for Additional Site (Amendment No. 11)		\$ 6,510	\$ 13,819	\$ 2,000	\$ 974	\$ 8,765	\$ 6,926	\$ -	\$ -	\$ -	\$ 38,994	\$ 3,899	\$ 35,095

SCHEDULE OF PAYMENTS EXHIBIT C.5 - PHASE 4 - PSBN IMPLEMENTATION														
Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Installation and Commission Details						Unilateral Option Sum Note 2	Credits Note 3	Unused Credits	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount	
		Cabinet Installation	LTE Antenna Installation	Backhaul Installation	Site Commissioning Backhaul	Site Commissioning LTE	Project Administration Per Site Note 1							
ADDITIONAL RF EMISSION REPORTS (AMENDMENT NO. 16)														
A.3.5.3	Provide Additional RF Emissions Tests/Reports for 12 PSBN Sites	-	-	\$ -	\$ -	-	-	-	-	-	\$ 3,300	\$ -	\$ 3,300	
Total for Additional RF Emission Reports (Amendment No. 16)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,300	\$ -	\$ 3,300	
OPTIMIZATION (CLUSTER TUNING) (AMENDMENT NO. 19)														
A.6.1	Optimization (Cluster Tuning)	-	-	\$ -	\$ -	-	-	-	-	-	\$ 550,000	\$ 55,000	\$ 495,000	
Total for Optimization (Cluster Tuning) (Amendment No. 19)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550,000	\$ 55,000	\$ 495,000	
TOTAL FOR PHASE 4 - PSBN IMPLEMENTATION:		\$ 423,234	\$ 1,298,995	\$ 207,660	\$ 268,838	\$ 534,665	\$ 526,376	\$ -	\$ 245,506	\$ 35,144	\$ 7,566,307	\$ 747,493	\$ 6,818,814	
Note 1: Project Administration costs for removed sites will be handled via the Amendment process set forth in Section 2 (Changes to Agreement) of the Base Document.														
Note 2: Pursuant to Amendment No. 5, effective as of September 17, 2014, the Authority exercised the Unilateral Options for all Work pertaining to Phase 4. In connection therewith, the Unilateral Option Sum for Phase 4 of \$21,899,970 was converted into a Contract Sum.														
Note 3: Pursuant to Amendment No. 6, effective as of October 3, 2014, the Authority removed 3 PSBN Sites from the PSBN Design. Additionally, the Network Management System and Inventory Management Systems were credited \$1,000 (\$500 per System, the Fuctional Test was credited \$7,500 (\$2,500 per site), and the Documentation was credited \$7,480 (\$2,493 per site) all to account for the removal of 3 PSBN Sites. As such, credits were realized in the amount of \$211,362.														
Note 4: Pursuant to Amendment No. 8, effective February 17, 2015, Exhibit C.5 (Schedule of Prices - PSBN Implementation) was amended by Amendment No. 8 to reflect (a) the removal of thirty-six (36) sites, and (b) the conversion of Unilateral Option Sum to Contract Sum for the addition of six (6) PSBN System Sites.														
Note 5: Pursuant to Amendment No. 9, effective March 23, 2015, Exhibit C.5 (Schedule of Prices - PSBN Implementation) was amended by Amendment No. 9 to reflect (a) the removal of twenty-four (24) sites, and (b) the conversion of Unilateral Option Sum to Contract Sum for the addition of six (6) PSBN System Sites.														
Note 6: Pursuant to Amendment No. 12 Exhibit C.5 (Schedule of Prices - PSBN Implementation) was amended to reflect (a) the removal of forty-two (42) sites. These reductions to the Contract Sum are for the removal of 42 construction sites from the program. The reductions are from the Contract price for each site, adjusted by the agreed percentage completion for that site, as was jointly determined by the Authority and the Contractor. These reductions do not reflect any Contractor claims for additional above-scope work at any of these site. Review of those Contractor claims is still ongoing and will, if warranted, be reflected in future Contract amendments. In addition, the total Contract amounts for the Contractor's Project Management attributed to each site is presently being left in the Contract Sum, and will later be adjusted, as necessary, as part of the resolution of the Contractor's claims for Project Management expenses.														
Note 7: Pursuant to Amendment No. 17, Exhibit C.5 (Schedule of Prices - PSBN Implementation) was amended to reflect the removal of Waterway Coverage Testing, Freeway Coverage Testing, Special Operational Testing, and PSBN Burn-In Testing for a total amount of \$931,936.														

SCHEDULE OF PAYMENTS
EXHIBIT C.17 - LA-RICS DEPLOYABLE VEHICLE READINESS UPGRADE AND RELATED WORK

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Item	Task	Deliverable	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
SERVICES						
A.2.15.2.4	Project Management	Project Management for proposed Work	Overall Project Management. Coordination, Scheduling of MSI and third party vendors, Weekly Scheduling status and updates. 75% of weekly hours through Jan 3rd. Additionally, Carrier Management, Network Configuration, provisioning and design, as well as Testing and Turn Up. This includes and not limited to Carrier Ethernet, SP415's, SSR2, LMR & LTE Core, On Call Support during event.	\$ 40,800	\$ 4,080	\$ 36,720
A.2.15.2.4	Backhaul Engineer	Carrier Backhaul Implementation, Testing, integration, Small Cell eNB - Eng / Analysis / Implementation / Config / Testing / Turn Up, LMR and LTE Aggregation over backhaul solution. This to include updates to documentation, and diagrams.	MSI to provide Engineering support as needed. Customer to provide specific support details to MSI if required with ample time to support. If support services requested, MSI and Customer will meet and determine applicable hours, roles and responsibilities and requirements.	\$ 17,952	\$ 1,795	\$ 16,157
A.2.15.2.4	Network Engineer	Backhaul - Eng / Analysis / Config / Testing / Turn Up	3 MSI Network Engineers (2.5 Days each of Support) supporting configuration and integration management into LMR and LTE Core Systems. To include L2 and L3 assignments, connectivity and testing. This includes backhaul related work for the VML750. No Configuration and connectivity work will be conducted regarding the Small Cell other than providing a Port assignment on the Core Router permanent Port connectivity for the SoW and Future use. This will include Updates to all System documentation and diagrams.	\$ 13,248	\$ 1,325	\$ 11,923
A.2.15.2.4	Network Engineer	Small Cell eNB - Eng / Analysis / Implementation / Config / Testing / Turn Up	MSI to provide Engineering support as needed. Customer to provide specific support details to MSI if required with ample time to support. If support services requested, MSI and Customer will meet and determine applicable hours, roles and responsibilities and requirements.	\$ 1,656	\$ 166	\$ 1,490
A.2.15.2.4	Systems Engineer	Backhaul - Eng / Analysis / Config / Testing / Turn Up	Acquire appropriate information for applicable equipment and materials to support connectivity and installation of Backhaul equipment. Consult and work with 3rd party from design, loading & installation.	\$ 1,632	\$ 163	\$ 1,469
A.2.15.2.4	Systems Engineer	Battery Back up - Eng / Analysis / Config / Testing / Turn Up	Design Back Up Battery Power Plant supporting all Network Elements and ancillary equipment requiring back up power support (to include but not limited to LMR, LTE, eNB, Lights, DC power, Inverters, VML). Acquire appropriate information, applicable equipment and materials. Consult and work with 3rd party & Customer from design, loading, installation, and testing. Update all System documentation and diagrams.	\$ 16,320	\$ 1,632	\$ 14,688
A.2.15.2.4	Systems Engineer	Small Cell eNB - Eng / Analysis / Implementation / Config / Testing / Turn Up	Acquire appropriate information, applicable equipment and materials. Consult and work with 3rd party from design, loading & installation of equipment of Antenna's, Cabling Update, Power and Update all System documentation and diagrams.	\$ 6,528	\$ 653	\$ 5,875
A.2.15.2.4	LMR Engineer	Backhaul - Eng / Analysis / Config / Testing / Turn Up	MSI Engineers supporting LTE and LMR Engineers supporting design, configuration and integration management into the LMR and LTE Core Systems. To include L2 and L3 assignments, connectivity and testing.	\$ 4,608	\$ 461	\$ 4,147
A.2.15.2.4	Support & On Call	Support & On Call / On Site	On Call On SiteSystem Technologist Support for planned and unplanned issues.. To include System technologist on Site Airwave WH during SoW installation and system pretest work. Carrier circuit install and testing. On Site day of SoW installation. ST on Site Day of event.	\$ 5,664	\$ 566	\$ 5,098
Total Cost for Services:				\$ 108,408	\$ 10,841	\$ 97,567
INSTALLATION AND OTHER WORK						
A.2.15.2.4	Backhaul Installation-1	Fiber and Fencing Installation Rose Bowl	Install and secure fiber. (Approx measured length from location to Demarc 210')	\$ 286	\$ 29	\$ 257
A.2.15.2.4	SOW - Storage -1	SOW Installation Work	Provide and install antenna cable runs from the new antenna mounting system on side rail to entry port and lightning protection array. Lable all cabling to be identified for use and purpose.	\$ 4,648	\$ 465	\$ 4,183
A.2.15.2.4	SOW - Storage -3	SOW Installation Work	Installation of Antenna cabling, connectors, and ground kits.	\$ 2,288	\$ 229	\$ 2,059
A.2.15.2.4	SOW - Storage -5	SOW Installation Work	Design, build and install storage system on rear deck/roof to manage and store.	\$ 5,005	\$ 501	\$ 4,504
A.2.15.2.4	SOW - Storage -11	SOW Installation Work	Installation of perimeter lighting on to trailer in Customer determined areas.	\$ 1,144	\$ 114	\$ 1,030
A.2.15.2.4	SOW - Storage -13	SOW Installation Work	Installation of LED lighting in Customer determined areas on exterior or trailer replacing existing halogen lights. Wire all lighting to be independently switched on/off.	\$ 858	\$ 86	\$ 772
A.2.15.2.4	SOW - Storage -16	SOW Installation Work	Create antenna mounting system along rail deployment of misc antennas.	\$ 1,144	\$ 114	\$ 1,030
A.2.15.2.4	SOW Battery / Power Plant-9	SOW Battery Float/Power Plant	Installation on (5) 19", 7' equipment racks (Heavy Duty Steel).	\$ 143	\$ 14	\$ 129
A.2.15.2.4	SOW Battery / Power Plant-13	SOW Battery Float/Power Plant	Installation Batteries, DC inverters, rectifiers and DC power supply.	\$ 1,144	\$ 114	\$ 1,030
A.2.15.2.4	Solar / Battery Float - 15	SOW Battery Float	Installation of all equipment and materials associated.	\$ 572	\$ 57	\$ 515
A.2.15.2.4	Pepro-1	Pepro Work	Engineering to Include - Mechanical, Electrical, Tower and Loading Analysis and Drawings.	\$ 8,580	\$ 858	\$ 7,722
A.2.15.2.4	Pepro-2	Pepro Work	On Site Installation Support.	\$ 2,853	\$ 285	\$ 2,568
Total Cost for Installation and Other Work:				\$ 28,665	\$ 2,866	\$ 25,799

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Item	Task	Deliverable	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
EQUIPMENT AND MATERIALS						
A.2.15.2.4	Backhaul Installation-2	Fiber and Fencing Installation Rose Bowl	Armored Single mode 100 meter LC/LC 4 Strand	\$ 480	\$ 48	\$ 432
A.2.15.2.4	Backhaul Installation-3	Fiber and Fencing Installation Rose Bowl	100 meter Flexible 1 3/4" Conduit	\$ 240	\$ 24	\$ 216
A.2.15.2.4	Backhaul Installation-5	Fiber and Fencing Installation Rose Bowl	Fencing 100', 6' Panels with Gate	\$ 839	\$ 84	\$ 755
A.2.15.2.4	SOW - Storage -2	SOW Installation Work	Hardware-Antenna cabling, connectors, and ground kits	\$ 600	\$ 60	\$ 540
A.2.15.2.4	SOW - Storage -4	SOW Installation Work	NEMA enclosure to accommodate data termination and connectivity from outside to inside of shelter. Materials antenna array for UHF, VHF and 700/800 antenna systems/control stations. This is to be mounted along side rail system. Run cabling to entry port and create a demarcation for connectivity inside shelter.	\$ 1,439	\$ 144	\$ 1,295
A.2.15.2.4	SOW - Storage -6	SOW Installation Work	2 ladders / 2 gas cans / fire extinguisher / tool box / air star lighting system and mast / future growth)	\$ 1,439	\$ 144	\$ 1,295
A.2.15.2.4	SOW - Storage -7	SOW Installation Work	Contingency for additional components not yet defined	\$ 4,796	\$ 480	\$ 4,316
A.2.15.2.4	SOW - Storage -8	SOW Installation Work	Provide and install storage container for antenna mounts and brackets. This container will need to be fabricated and custom fit on the rear of trailer deck	\$ 3,474	\$ 347	\$ 3,127
A.2.15.2.4	SOW - Storage -9	SOW Installation Work	Provide LED Micropulse 12 public safety lighting for perimeter for trailer base. Customer will determine final installation locations.	\$ 1,842	\$ 184	\$ 1,658
A.2.15.2.4	SOW - Storage -10	SOW Installation Work	Provide wiring harness and connectors for installation of micropulse lighting	\$ 452	\$ 45	\$ 407
A.2.15.2.4	SOW - Storage -12	SOW Installation Work	Provide 8 element LED flood lights for replacement of halogen lighting currently in place	\$ 2,001	\$ 200	\$ 1,801
A.2.15.2.4	SOW - Storage -14	SOW Installation Work	19", 7' equipment racks (Standard)	\$ 1,439	\$ 144	\$ 1,295
A.2.15.2.4	SOW - Storage -15	SOW Installation Work	Provide LED Tower Lighting (Tower Beacon) to be maintained with 12V supply	\$ 3,591	\$ 359	\$ 3,232
A.2.15.2.4	SOW - Storage -17	SOW Installation Work	Hardware antenna mounting system along rail deployment of misc antennas	\$ 330	\$ 33	\$ 297
A.2.15.2.4	SOW Battery / Power Plant-1	SOW Battery/Power Plant	4RU DCPS-200A SYS MOD WITH LVLVD, I/O INTERFACE BOARD ADJ TO 19 OR 23IN	\$ 4,796	\$ 480	\$ 4,316
A.2.15.2.4	SOW Battery / Power Plant-2	SOW Battery/Power Plant	REPL BY: DSDCR50	\$ 4,077	\$ 408	\$ 3,669
A.2.15.2.4	SOW Battery / Power Plant-3	SOW Battery/Power Plant	BREAKER 20 AMP FOR DCPS POWER SYSTEM	\$ 863	\$ 86	\$ 777
A.2.15.2.4	SOW Battery / Power Plant-4	SOW Battery/Power Plant	BREAKER 100 AMP FOR DCPS POWER SYSTEM	\$ 43	\$ 4	\$ 39
A.2.15.2.4	SOW Battery / Power Plant-5	SOW Battery/Power Plant	INVERTER KIT, 3KVA, CONTROLLER, STATIC SWITCH, BYPASS, 8 OUTLETS	\$ 13,356	\$ 1,336	\$ 12,020
A.2.15.2.4	SOW Battery / Power Plant-6	SOW Battery/Power Plant	Expedite Shipping & Ancillary Materials Contingency	\$ 3,597	\$ 360	\$ 3,237
A.2.15.2.4	SOW Battery / Power Plant-7	SOW Battery/Power Plant	19", 7' equipment racks (Heavy Duty)	\$ 2,398	\$ 240	\$ 2,158
A.2.15.2.4	SOW Battery / Power Plant-8	SOW Battery/Power Plant	19" RR Shelves (500 lbs load capability)	\$ 959	\$ 96	\$ 863
A.2.15.2.4	SOW Battery / Power Plant-9	SOW Battery/Power Plant	Hardware for above Item = SoW Battery / Power Plant-13	\$ 1,439	\$ 144	\$ 1,295
A.2.15.2.4	Solar/Battery Float - 1	SOW Battery/Power Plant	ALEKO® Monocrystalline Solar Module Panel 125W 24V	\$ 1,319	\$ 132	\$ 1,187
A.2.15.2.4	Solar/Battery Float - 2	SOW Battery/Power Plant	Rio Rand MPPT 10A Solar Panel Regulator Charge Controller	\$ 218	\$ 22	\$ 196
A.2.15.2.4	Solar/Battery Float - 3	SOW Battery/Power Plant	Bussmann HHL Mini In-Line Fuse Holder	\$ 23	\$ 2	\$ 21
A.2.15.2.4	Solar/Battery Float - 4	SOW Battery/Power Plant	25 pack 10 Amp ATC Fuse Blade Style Scosche 10A Automotive Car Truck	\$ 7	\$ 1	\$ 6
A.2.15.2.4	Solar/Battery Float - 5	SOW Battery/Power Plant	Mandydov MC4 Solar Panel Crimping Tools MC3 Crimp Tool Solar Wire Connector Cut Kit + 5pcs MC4 Male Female Solar Panel Cable Connector	\$ 151	\$ 15	\$ 136
A.2.15.2.4	Solar/Battery Float - 6	SOW Battery/Power Plant	50' solar cable Bulk Black copper #10 AWG 1000 volt PV Wire with Tough XLPE insulation	\$ 153	\$ 15	\$ 138
A.2.15.2.4	Solar/Battery Float - 7	SOW Battery/Power Plant	THHN 12 AWG Building Wire, Solid Type, Black (100FT Reel)	\$ 29	\$ 3	\$ 26
A.2.15.2.4	Solar/Battery Float - 8	SOW Battery/Power Plant	THHN 12 AWG Building Wire, Stranded Type, Blue (100FT Reel)	\$ 33	\$ 3	\$ 30
A.2.15.2.4	Solar/Battery Float - 9	SOW Battery/Power Plant	Reliance Controls Panel/Link Transfer Panel util 100A gen 30A	\$ 261	\$ 26	\$ 235
A.2.15.2.4	Solar/Battery Float - 10	SOW Battery/Power Plant	Siemens Q250 50-Amp 2 Pole 240-Volt Circuit Breaker	\$ 34	\$ 3	\$ 31
A.2.15.2.4	Solar/Battery Float - 11	SOW Battery/Power Plant	Siemens Q2100 100-Amp 2 Pole 240-Volt Circuit Breaker	\$ 38	\$ 4	\$ 34
A.2.15.2.4	Solar/Battery Float - 12	SOW Battery/Power Plant	Siemens Q130 30-Amp 1 Pole 120-Volt Circuit Breaker	\$ 10	\$ 1	\$ 9
A.2.15.2.4	Solar/Battery Float - 13	SOW Battery/Power Plant	Leviton 4937 Weatherproof Inlet on Flush Mount Wallplate with Aluminum Cover, Straight Blade Receptacle, Gray	\$ 22	\$ 2	\$ 20
A.2.15.2.4	Solar/Battery Float - 14	SOW Battery/Power Plant	Coleman Cable 02308 16/3 Vinyl Outdoor Extension Cord, Orange, 50-Feet	\$ 15	\$ 2	\$ 13
A.2.15.2.4	Pepro-3	Pepro Work	Cable Entry Gland	\$ 959	\$ 96	\$ 863
Total Cost for Equipment and Materials:				\$ 57,762	\$ 5,777	\$ 51,985
FIBER CONNECTIVITY AND BACKHAUL SERVICES						

AGENDA ITEM I - ENCLOSURE

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Item	Task	Deliverable	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.2.15.2.4	Dedicated Internet Access	100 Mbps (24 Months)	Fiber Connectivity and Backhaul Services	\$ 39,303	\$ 3,930	\$ 35,373
A.2.15.2.4	Dedicated Internet Access	NRC (One Time Installation Cost)	Fiber Connectivity and Backhaul Services	\$ 1,630	\$ 163	\$ 1,467
Total Cost for Fiber Connectivity and Backhaul Services:				\$ 40,933	\$ 4,093	\$ 36,840
TOTAL COST FOR LA-RICS DEPLOYABLE VEHICLE READINESS UPGRADE AND RELATED WORK:				\$235,768	\$23,577	\$212,191

ADMINISTRATION OF AGREEMENT

1. Authority Key Personnel

1.1 Authority Project Director

John Radeleff
LA-RICS Interim Executive Director
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Authority Project Director Designees:

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1.2 Authority Project Manager

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Authority Project Manager Designee:

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2. Contractor Key Personnel**2.1 Contractor Project Director**

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2.2 Contractor Project Manager

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2.3 Contractor Site Work Design Manager**Site Design and Construction Manager**

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Mitchell J. Campagna
Site Architect Manager (Mitchell J. Architecture subcontracted to Pyramid Network Services)
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2.4 Contractor Security Designees

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Norm Folger
Motorola Project Director
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2.5 Authorized Agents

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Signature: _____

Authority Limit: An Amendment that does not increase the Maximum Contract Sum by more than \$1,000,000.

Howard Chercoe
Senior Director US Central & Western Regions Services
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San Diego, CA 92131
Telephone No.: (858) 368-3267
Email: h.chercoe@motorolasolutions.com

Signature: _____

Authority Limit: An Amendment that does not increase the Maximum Contract Sum by more than \$10,000,000.

John Kedzierski
Corporate Vice President
North America Commercial Markets, Channels and Services
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Email: john.kedzierski@motorolasolutions.com

Signature: _____

Authority Limit: An Amendment that does not increase the Maximum Contract Sum by more than \$25,000,000.

2.6 Contractor's Office

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LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

JOHN F. RADELEFF
INTERIM EXECUTIVE DIRECTOR

December 12, 2016

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

Dear Directors:

APPROVE SITE ACCESS AGREEMENTS AND CONSENT TO SITE ACCESS AGREEMENT FOR LAND MOBILE RADIO SYSTEM SITES

SUBJECT

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

RECOMMENDED ACTION:

It is recommended that your Board:

1. Find that the approval and execution of the Site Access Agreement for Cerro Negro (CRN) to allow for all Land Mobile Radio system work to occur at this County-owned site as covered by the Site Access Agreement is within the scope of the activities previously authorized at site CRN on December 17, 2015, which your Board previously found statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System project.
2. Find that (a) approval of the Site Access Agreements for Mount McDill, San Dimas and Castro Peak and a Consent to SAA with Lockheed Martin are within the scope of the impacts analyzed in the Final Environmental Impact Report (EIR) for the Los Angeles Regional Interoperability Communications System (LA-RICS) LMR System previously certified under the California Environmental

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Quality Act (CEQA) on March 29, 2016; and (b) there are no changes to the project at these sites or to the circumstances under which the project is undertaken that require further review under CEQA.

3. Authorize the Interim Executive Director to finalize and execute agreements substantially similar in form to the enclosed SAAs and Consent to SAA with the County of Los Angeles and Lockheed Martin.

BACKGROUND

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

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

On December 17, 2015, your Board determined that design, construction, implementation, operation, and maintenance of LMR System infrastructure at 12 sites, including Site CRN were exempt from CEQA pursuant to Public Resources Code section 21080.25, the exemption adopted specifically for the LA-RICS project.

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

On August 4, 2016, your board approved Agenda Item H, approval of a Site Access Agreement and Consent to Site Access Agreement for Mount McDill; however, Lockheed Martin has since requested revisions to the original Consent to Site Access Agreement that are material changes to the terms and conditions approved by your Board on August 4, 2016. Lockheed has requested that the Authority adhere to the following conditions:

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- 1) LA-RICS be added to its Master Lease Agreement with the County of Los Angeles
- 2) Lockheed Martin be allowed to review drawings prior to approval; and
- 3) Only U.S. Citizens be allowed access to the site

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

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

Member Agency	Number of Sites	Term	Lease Cost	Zoning Requirements	Ministerial Permitting Cost
County of Los Angeles	4	Life of the Agreement between County and Lockheed Martin for MMC & 10 years In Effect Until Terminated for CRN, CPK & SDW	Gratis	Exempt	Waived

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

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

FISCAL IMPACT/FINANCING

There is no fiscal impact.

ENVIRONMENTAL DOCUMENTATION

As the CEQA lead agency, the Authority determined on December 17, 2015, that design, construction, implementation, operation, and maintenance of LMR System

infrastructure at site Cerro Negro (CRN) 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. Approval of a Site Access Agreement at site CRN 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 Site Access Agreements.

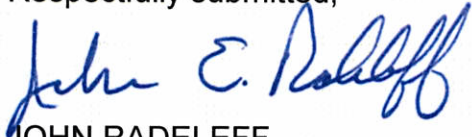
The environmental impacts of the project at the Mount McDill, San Dimas and Castro Peak sites were evaluated in the EIR prepared by the LA-RICS Authority for the LMR System. On March 29, 2016, your Board certified the Final EIR for the LMR System in compliance with CEQA, made findings with respect to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

Upon the Board's approval of the recommended actions, LA-RICS will file a Notice of Exemption with the County Clerk for the SAA Cerro Negro site pursuant to Section 21152(b) of the California Public Resources Code and Section 15062 of the State CEQA Guidelines, and will file a Notice of Determination with the County Clerk for the SAA and Consent to SAA for the Mount McDill and for the SAA for the San Dimas and Castro Peak sites pursuant to Section 21152(a) of the California Public Resources Code and Section 15094 of the State CEQA Guidelines.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,



JOHN RADELEFF
INTERIM EXECUTIVE DIRECTOR

JR:wst:pl

Enclosures

c: Counsel to the Authority

Site List

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code	Supervisory District
CPK	Castro Peak	LA County	N 34° 05' 7.72" W118° 47' 0.99"	Malibu	CA	90265	3
CRN	Cerro Negro	LA County	N 34° 11' 14.96" W118° 12' 29.08"	La Canada Flintridge	CA	91011	5
MMC	Mount McDill	Lockheed Corporation	N 34° 33' 57.70" W118° 15' 17.80"	Palmdale	CA	93551	5
SDW	San Dimas	LA County	N 34° 04' 17.90" W117° 48' 48.59"	San Dimas	CA	91773	5

**SITE ACCESS AGREEMENT
CASTRO PEAK TELECOMMUNICATIONS SITE**

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

BY AND BETWEEN

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

AND

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

RECITALS:

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

WHEREAS, County owns certain real property commonly known as Los Angeles County Castro Peak Communication Site ("Castro Peak") in Malibu, California, as described on Exhibit A attached hereto ("Real Property"); and

WHEREAS, County licensed a portion of Castro Peak to the State of California ("State") by Communications Site License L-71733, dated August 18, 1998, as amended on February 17, 2009; and County also licensed another portion of Castro Peak to the County of Ventura ("Ventura") by Communications Site License L-76946, dated February 17, 2009, as amended on November 3, 2010, with both licensees collocating on a communication tower owned by the State of California while occupying separate land spaces on the Real Property for use as their own separate communication shelters, and

WHEREAS, County desires to license the use of a portion of the Real Property to the LA-RICS AUTHORITY for use as a Land Mobile Radio ("LMR") communication site; and collocate with LA-RICS AUTHORITY on any available antenna space that may remain after both the initial move-in of existing County antennas and installation of new LA-RICS AUTHORITY antennas onto the new communication tower built by LA-RICS AUTHORITY are complete, while County's existing communication tower shall be demolished in order to make room for LA-RICS AUTHORITY'S new tower on the Real Property; and LA-RICS AUTHORITY shall also build its own equipment shelter for its sole use on the Real Property.

WHEREAS, the parties hereto acknowledge that: (a) LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LMR Vendor") to design, construct, and perform services with respect to a regional interoperable LMR telecommunications system as a part of the LA-RICS; (b) the LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LMR Vendor") to design and construct a regional interoperable LMR telecommunications system as a part of the LA-RICS; and (c) any of the LA-RICS Authority member agencies may assume the LA-RICS Authority's rights and obligations under this Agreement and/or may perform services with respect to this LA-RICS; and

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

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

1. **LMR SITE**

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

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

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

1.04 LA-RICS AUTHORITY hereby acknowledges the ownership right of the County, and the licenses to State and Ventura or their successors in the Real Property and covenants and agrees never to assail, contest, or resist said title.

1.05 Ownership of all improvements constructed by the LA-RICS AUTHORITY upon each and every site comprising the LMR Site and all alterations, additions or

betterments thereto shall remain with the LA-RICS AUTHORITY or other agencies as may be provided by any applicable LA-RICS grant requirements. The LA-RICS AUTHORITY may only remove any of its own improvements to the Real Property with a 60 day notice to the County, entirely at LA-RICS' own costs (if such improvements to be removed are not for the purpose of collocating with the County), during the term of this Agreement, and County hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

2. PURPOSE AND USE

2.01 The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use the LMR Site for the installation, operation, maintenance, and repair of a LMR facility. The LA-RICS AUTHORITY (and/or its member agencies, the LMR Vendor and/or other agents): (a) shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS AUTHORITY's LMR communications system, which typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) and other related materials as may be deemed necessary by the LA-RICS AUTHORITY, and (b) shall be allowed access over, through and across each site comprising the Real Property for ingress to and egress from the applicable LMR Site 24 hours per day, 7 days per week without notice to the County, if the LA-RICS' vehicles involved does not exceed thirty three thousand (33,000) pounds, and have rubber tires. LA-RICS' vehicles over thirty three thousand (33,000) pounds shall need to obtain County's prior consent to enter, which County shall not reasonably withhold after receiving LA-RICS written request for consent at least fifteen (15) business days prior to the desired date of use. 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 the County's authority to exercise any right or power concerning the utilization of the Real Property including without limitation the LMR Site; provided, however, that such County, authority shall not include the exercise of any right or power that would interfere with the LA-RICS Facility.

3. APPROVALS/DESIGN REVIEW

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

address such concerns and obtain County approval prior to implementation of said plans.

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

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

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

4. TERM

The initial term ("Initial Term") of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and shall terminate upon

written notice of termination (a) by LA-RICS AUTHORITY or (b) by County pursuant to Section 28 (Default) hereof.

5. **CONSIDERATION**

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

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

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

7. **INSTALLATION**

7.01 LA-RICS AUTHORITY shall install the LA-RICS Facility at its own expense and risk as approved by County in accordance with the terms hereof, and such installation shall not cause radio frequency interference with equipment, transmission or reception (operated currently or in the future) by County. LA-RICS AUTHORITY and/or its agent shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. Each component of the LA-RICS Facility shall be clearly identified with LA-RICS AUTHORITY's and, as applicable, member agency and/or LMR Vendor's name,

address, telephone number, Federal Communications Commission ("FCC") license and frequencies in use. Such identification shall be attached to each component of the LA-RICS Facility in plain view.

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

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

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

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

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

8. **ALTERATIONS**

LA-RICS AUTHORITY shall make no renovations, alterations or improvements to the LMR Site or the Real Property other than to install, maintain, replace and operate the LA-RICS Facility in accordance with the documentation attached hereto as Exhibits A, B, and C and/or as permitted elsewhere herein, without providing prior written notice to County, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2.02 hereof. Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS AUTHORITY shall have the right to make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements without providing notice to County (if the "like-kind" infrastructure is not for collocation purposes) or that may be required as a result of FCC rules or regulations, after providing notice to County. LA-RICS AUTHORITY agrees: (i) to submit to the County, for review and approval, all plans and specifications, working drawings, and other information reasonably required by the County covering proposed alterations by LA-RICS AUTHORITY, (ii) to discuss with County on County's concerns, if any, regarding the proposed alterations, and (iii) to work in good faith to address such concerns. All work to be done by LA-RICS AUTHORITY shall be performed in accordance with the plans provided to County.

9. **MAINTENANCE**

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

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

10. **CONSTRUCTION STANDARDS**

Installation and maintenance of LA-RICS AUTHORITY's equipment including without limitation the LA-RICS Facility shall be performed in a neat and workmanlike manner and shall at all times comply in all respects to the statutes, laws, ordinances

and regulations of any governmental authority having jurisdiction which are applicable to the installation, construction, operation and maintenance of LA-RICS AUTHORITY's equipment, including but not limited to the County of Los Angeles Building Code.

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

11. **OTHER OPERATIONAL RESPONSIBILITIES**

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

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

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

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

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

11.02 As applicable, LA-RICS AUTHORITY and its LMR Vendor shall adhere to the following requirements when collocating with County on the communication tower to be constructed by LA-RICS AUTHORITY:

(a) The communication tower shared by County and LA-RICS AUTHORITY as well as the equipment shelter solely used by LA-RICS AUTHORITY and its LMR Vendor are expected to be well kept, used with the uttermost care and clean of debris at all times.

(b) LA-RICS AUTHORITY'S equipment shelter is expected to be locked at all times, unless in the presence of LA-RICS AUTHORITY and its LMR Vendor service technicians or technical staff members.

(c) LA-RICS AUTHORITY and its LMR Vendor shall not enter the equipment shelters or equipment cabinets owned and operated by the County, State and Ventura. County will not enter LA-RICS AUTHORITY'S equipment shelter except in the event of an emergency as described in Section 14: Emergency Access by County.

(d) Vehicles used by LA-RICS AUTHORITY and its LMR Vendor to access the LMR site should be parked without blocking the entrance of Castro Peak Communication Site or blocking any other vehicles trying to access the general vicinity on Castro Motorway.

(e) Service technicians/staff members of LA-RICS AUTHORITY and its LMR Vendor who are accessing the LMR Site need to wear identification badges. At all times, LA-RICS AUTHORITY and its LMR Vendor are expected to be courteous to all parties inside the Real Property or along Castro Motorway, which is privately owned by road access owners and home owners, by showing their identification badges if requested and communicating the purpose of their entry onto the LMR Site.

12. **RELOCATION**

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

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

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

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

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

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

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

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

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

13. **ACCESS TO LMR SITE**

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

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

within thirty (30) days of receipt of an invoice from County, and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to LA-RICS AUTHORITY by County upon at least thirty (30) days' notice. Notwithstanding the foregoing, the LA-RICS AUTHORITY's financial burden pursuant to this Section shall not exceed five thousand dollars (\$5,000) per incident, provided that LA-RICS AUTHORITY shall pay the full cost of any damage to the Access to the extent caused by LA-RICS AUTHORITY, its employees, agents or vendors, including without limitation the LMR Vendor.

14. EMERGENCY ACCESS BY COUNTY

The County and its authorized agents may access the LMR Site at any time for the purpose of performing maintenance, inspection and/or for making emergency improvements or repairs to the LMR Site or to interrupt or terminate LA-RICS AUTHORITY's transmission(s) from the LMR Site should LA-RICS AUTHORITY be unable or unwilling to respond to County's request to take immediate action to correct any deficiency which threatens County's operation on the LMR Site, provided that County shall endeavor to provide a 24-hour prior notice to LA-RICS AUTHORITY and shall access the LMR Site in the presence, if possible, of an LA-RICS AUTHORITY representative, if provided by LA-RICS AUTHORITY. Notwithstanding the foregoing, County shall not be required to provide notice to LA-RICS AUTHORITY prior to entering the LMR Site due to an emergency; provided, however, that under no circumstance shall the County access LA-RICS AUTHORITY's equipment cabinets. County shall use its best efforts to minimize any inconvenience or disturbance to LA-RICS AUTHORITY when entering the LMR Site. LA-RICS AUTHORITY shall reimburse County within thirty (30) days of receipt of County's written request for County's actual costs to correct any deficiency that is corrected by 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 County or County's agents, invitees or other licensees or users who may occupy portions of the Real Property at the time this Agreement is entered into. LA-RICS AUTHORITY shall be responsible for electromagnetic compatibility of LA-RICS AUTHORITY's equipment with existing and future equipment at the Real Property. LA-RICS AUTHORITY shall conform to County's Internal Services Department Facilities Standard STD-140 Radio Site Management, including without limitation the requirement of submitting radio system installation plans for approval.

15.02 Interference With Public Safety Systems. In the event of any interference with County's Sheriff or Fire Department, Public Works, CWIRS, Paramedic or LANet systems, or any future public safety-related systems, which is caused by LA-RICS AUTHORITY's equipment or operations, LA-RICS AUTHORITY shall be immediately notified by County of such interference. Following such notification, the

parties will meet promptly to cooperatively discuss and reach agreement on how such interference will be resolved.

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

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

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

16. UTILITIES

LA-RICS AUTHORITY shall, at its sole cost and expense, cause the installation of any utility service line required by or for the conduct of the Permitted Activities, and shall be responsible for the payment of all utilities necessary for the operation of the LA-

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

17. HOLD HARMLESS AND INDEMNIFICATION

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

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

18. INSURANCE

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

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

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

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

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

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

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

Commercial Property Insurance. Such coverage shall:

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

Construction Insurance. If major construction work is performed by LA-RICS AUTHORITY during the term of this License (i.e. demolition of structures, construction of new structures, renovation or retrofit involving structures frame,

foundation or supports, or more than 50% of building, etc.) then LA-RICS AUTHORITY or LA-RICS AUTHORITY's contractor shall provide the following insurance. County shall determine the coverage limits required on a project by project basis:

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

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

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

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

- *Automobile Liability.* such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$5 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. such insurance shall cover liability arising out of LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor use of autos pursuant to this License, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- *Professional Liability.* Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the LA-RICS AUTHORITY's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$5 million per claim and \$10 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.

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

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

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

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

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

19. **FAILURE TO PROCURE INSURANCE**

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

which County may immediately terminate this Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by LA-RICS AUTHORITY to County upon demand.

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

20. **TAXES**

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

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

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

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

21. **NOTICES**

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

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

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

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

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

Attn: Director of Real Estate

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

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

22. LA-RICS FACILITY REMOVAL

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

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

23. INDEPENDENT STATUS

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

AUTHORITY. LA-RICS AUTHORITY understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation with respect to services performed on behalf of LA-RICS AUTHORITY pursuant to this Agreement.

24. **AMENDMENT**

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

25. **ASSIGNMENT**

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

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

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

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

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

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

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

26. SUBORDINATION AND NON-DISTURBANCE

County shall obtain, not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagees, ground lessors and master lessors, if any, of the Real Property. At County's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "Mortgage") by County which from time to time may encumber all or part of the Real Property; provided, however, as a condition precedent to LA-RICS AUTHORITY being required to subordinate its interest in this Agreement to any future Mortgage covering the Real Property, County shall obtain for LA-RICS AUTHORITY's benefit a non-disturbance and attornment agreement in a form reasonably satisfactory to LA-RICS AUTHORITY and containing at a minimum the terms set forth herein below ("Non-Disturbance Agreement"), and shall recognize LA-RICS AUTHORITY's right to remain in occupancy of and have access to the LMR Site as long as LA-RICS AUTHORITY is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchase of Lender's or its successor's interest (a "Purchaser") acquires an Countyship interest in the Real Property, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, (b) fulfill County's obligations under this Agreement, and (c) promptly cure all of the then-existing County defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LA-RICS AUTHORITY will execute an agreement for the Lender's benefit in which LA-RICS AUTHORITY: (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of the Lender, (ii) agrees to attorn to Lender if Lender becomes the County of the Real Property, and (iii)

agrees to accept a cure by Lender of any of County's defaults, provided such cure is completed within the deadline applicable to County.

27. CONDEMNATION

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

28. DEFAULT

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

may: (a) cure the default and invoice County for all costs reasonably incurred by LA-RICS AUTHORITY in effecting such cure, or (b) terminate this Agreement upon written notice to County.

29. **WAIVER**

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

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

30. **HAZARDOUS MATERIALS**

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

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

31. **DAMAGE OR DESTRUCTION**

Either party shall have the right to terminate this Agreement with respect to all or any portion of the LMR Site in the event of one of the following: (a) the applicable Real Property or the LMR Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that repairs cannot reasonably be expected to be completed within forty-five (45) days following said damage (or County in its sole discretion elects not to make such repair); or (b) the applicable Real Property or LMR Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that such damage may reasonably be

expected to disrupt LA-RICS AUTHORITY's operations at such LMR Site for more than forty-five (45) days. Notwithstanding the foregoing, in the event of any of the damage described in this Section, LA-RICS AUTHORITY shall have the right to elect to perform or cause to be performed any of the required repairs to the applicable Real Property or LMR Site should County elect not to undertake such repairs. Any notice of termination provided pursuant to this Section shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement, if any.

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

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

32. AUTHORIZATION WARRANTY

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

33. INDEPENDENT CONTRACTOR STATUS

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

34. GOVERNING LAW, JURISDICTION, AND VENUE

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

35. COMPLIANCE WITH APPLICABLE LAW

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

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

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

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

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

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

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

36.06 In the event LA-RICS AUTHORITY violates the antidiscrimination provisions of the Agreement, the parties agree that it is difficult to ascertain the amount

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

37. **NON EXCLUSIVITY**

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

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

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

39. **PUBLIC RECORDS ACT**

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

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

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

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

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

40. **OTHER TERMS AND CONDITIONS**

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

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

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

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

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

40.06 Security Devices. LA-RICS AUTHORITY, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the LMR Site from theft, burglary or vandalism, provided written

approval for installation thereof is first obtained from the County. County shall be responsible for securing the Real Property to the extent deemed necessary by County in its sole discretion.

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

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

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

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

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

43. **BANKRUPTCY**

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

44. **SUCCESSORS AND ASSIGNS**

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

45. **SEVERABILITY**

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

46. **INTERPRETATION**

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

47. **ENTIRE AGREEMENT**

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

COUNTY-SPECIFIC PROVISIONS:

48. **LOBBYIST**

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

49. **ENFORCEMENT**

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

50. **SOLICITATION OF CONSIDERATION**

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

intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

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

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

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

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

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

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

53. RECYCLED BOND PAPER

Consistent with the County's Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, LA-RICS AUTHORITY agrees to use

recycled-content paper to the maximum extent possible on this Agreement and all documents related thereto.

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

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

COUNTY OF LOS ANGELES

A California Joint Powers Authority

By: _____

By: _____

Print Name: _____

Its: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

MARY C. WICKHAM
COUNTY COUNSEL

By: _____
Deputy

By: _____
Deputy

EXHIBIT A
SITE DESCRIPTION



County of Los Angeles Castro Peak Telecommunications Site
Castro Peak Motorway
Malibu, CA 90265

EXHIBIT B

EQUIPMENT LIST

County of Los Angeles Castro Peak Telecommunications Site

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

New LMR Indoor RF Racks (13), DC Rack (1), Battery Racks (2) & Future Racks (11)

New Generator

New GPS antennas (6) mounted to Shelter

New 132 feet tall self-supporting Tower

New LMR (26) Antennas

New LMR (5) Microwave Dishes

New LMR Diesel Fuel Tank with CMU wall enclosure

EXHIBIT C

SITE PLAN

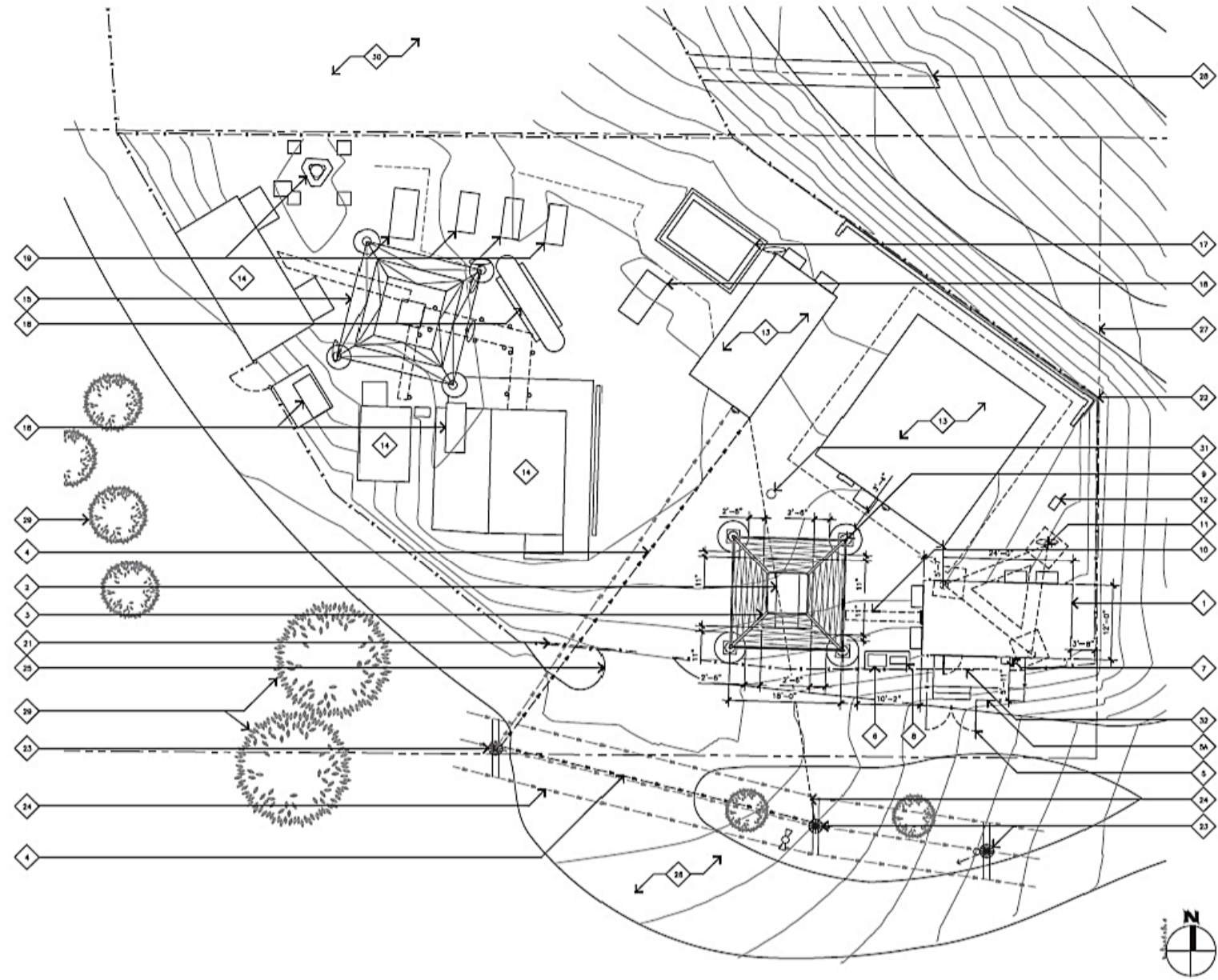
County of Los Angeles Castro Peak Telecommunications Site

(INCORPORATED BY REFERENCE)

CPK SAA EXHIBIT C

ENLARGED SITE PLAN KEYNOTES

- 1 PROPOSED 12'-0" X 24'-0" LMR PRE-FAB EQUIPMENT SHELTER, SEE SHEET A-2.
- 2 PROPOSED LMR 100W GENERATOR.
- 3 PROPOSED LMR 2,000 GALLON DIESEL CONDUIT TANK (BELOW) (86"X66"X136").
- 4 PROPOSED OVERHEAD RUN FROM POWER POLE TO EXISTING EQUIPMENT SHELTER.
- 5 PROPOSED CHAIN LINK ACCESS GATES.
- 5A PROPOSED CHAIN LINK EXTENSION.
- 6 PROPOSED LMR AUTOMATIC TRANSFER SWITCH.
- 7 PROPOSED LMR MANUAL TRANSFER SWITCH.
- 8 PROPOSED LMR SWITCHGEAR TO BE INSTALLED BY SERVICE PROVIDER.
- 9 PROPOSED LMR 132'-0" HIGH SELF SUPPORT TOWER, SEE SHEET A-3.
- 10 PROPOSED CABLE BRIDGE.
- 11 EXISTING SELF SUPPORT TOWER TO BE DEMOLISHED BY OTHERS. EXISTING ANTENNAS TO BE RELOCATED. LOCATION TBD.
- 12 EXISTING ELECTRICAL PULL BOX.
- 13 EXISTING EQUIPMENT SHELTER.
- 14 EXISTING OTHER TOWANT EQUIPMENT SHELTER.
- 15 EXISTING OTHER TOWANT SELF SUPPORT TOWER.
- 16 EXISTING OTHER TOWANT GENERATOR.
- 17 EXISTING FUEL TANK.
- 18 EXISTING OTHER TOWANT PROPANE TANK.
- 19 EXISTING CONCRETE PAD.
- 20 PROPOSED BOLLARDS.
- 21 EXISTING CHAIN LINK SLIDING GATE TO BE MODIFIED AS REQUIRED. SLIDING DIRECTION TO BE INDICATED.
- 22 EXISTING CHAIN LINK FENCE.
- 23 EXISTING UTILITY POLE.
- 24 EXISTING OVERHEAD RUN TO BE REMOVED.
- 25 EXISTING ACCESS DRIVEWAY.
- 26 EXISTING DIRT ROAD.
- 27 EXISTING PROXIMITY LINE.
- 28 EXISTING OUTLET.
- 29 EXISTING TREE (TYP.).
- 30 EXISTING OTHER TOWANT EQUIPMENT AREA.
- 31 EXISTING ELECTRICAL GROUNDING.
- 32 EXISTING CHAIN LINK FENCE PORTION TO BE REMOVED.



ENLARGED SITE PLAN

SCALE: 1/8"=1'-0" 0 4' 8' 1



Los Angeles Regional Interoperable Communications System



MOTOROLA SOLUTIONS

CPK

CASTRO PEAK

928 LATIGO CANYON ROAD, MALIBU, CALIFORNIA 90063

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM

JEFFREY ROME ASSOCIATES

ARCHITECTURE & COMMUNICATIONS

11111 E. CALIFORNIA AVE. # 900

LOS ANGELES, CA 90047

TEL: 310.440.9000 FAX: 310.440.9001

ZONING DRAWINGS

REVISIONS

REV	DATE	DESCRIPTION	BY
0	08/18/18	ZONING DRAWINGS	PM
1	10/12/18	AUTHORITY COMMENTS	LS

JRA JOB NUMBER: 181043



SHEET TITLE

ENLARGED SITE PLAN

A-1.1

LMR-CPK-A1.1 1

**SITE ACCESS AGREEMENT
CERRO NEGRO TELECOMMUNICATIONS SITE**

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

BY AND BETWEEN

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

AND

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

RECITALS:

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

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

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

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

WHEREAS, the parties hereto acknowledge that: (a) LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LMR Vendor") to design, construct, and perform services with respect to a regional interoperable LMR telecommunications system as a part of the LA-RICS; (b) the LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LMR Vendor") to design and construct a regional interoperable LMR telecommunications system as a part of the LA-RICS; and (c) any of the LA-RICS Authority member agencies may assume the LA-RICS Authority's rights and obligations under this Agreement and/or may perform services with respect to this LA-RICS; and

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

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

1. **LMR SITE**

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

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

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

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

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

2. **PURPOSE AND USE**

2.01 The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use the LMR Site for the installation, operation, maintenance, and repair of a LMR facility. The LA-RICS AUTHORITY (and/or its member agencies, the LMR Vendor

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

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

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

3. **APPROVALS/DESIGN REVIEW**

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

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

County and the LA-RICS AUTHORITY acknowledge that the LA-RICS AUTHORITY is a California joint powers authority whose members have specified, pursuant to Section 4.04 of its Joint Powers Agreement and Section 6509 of the California Government Code, that all common powers exercised by the LA-RICS

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

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

4. **TERM**

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

5. **CONSIDERATION**

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

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

County shall have the opportunity to review and provide input, if any, as to all project plans and specifications for the LA-RICS AUTHORITY's proposed alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements) after LA-RICS AUTHORITY's initial installation of the LA-RICS Facility on the LMR Site. In addition, County shall have the right to inspect said equipment and the LMR Site at

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

7. INSTALLATION

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

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

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

radio frequency interference issues with equipment, transmission or reception caused by the installation of the County Facilities.

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

7.05 Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LMR Site, LA-RICS AUTHORITY shall provide County with a time of completion notice and as-built drawings of the LA-RICS Facility ("As-Built"). Such As-Built 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-Built by County, the As-Built 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-Built as required by this section within ten (10) business days of receipt of written notice, County may cause such As-Built to be prepared on behalf of LA-RICS AUTHORITY and County shall assess a fee for such As-Built, the cost of which shall become immediately due and payable to County upon invoice accompanied by supporting documentation of such fee. County shall be responsible for completion of and costs associated with As-Built resulting from any modifications required by County.

8. ALTERATIONS

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

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

9. **MAINTENANCE**

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

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

10. **CONSTRUCTION STANDARDS**

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

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

11. **OTHER OPERATIONAL RESPONSIBILITIES**

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

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

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

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

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

12. **RELOCATION**

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

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

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

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

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

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

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

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

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

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

13. **ACCESS TO LMR SITE**

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

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

14. **EMERGENCY ACCESS BY COUNTY**

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

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

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

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

15.03 Interference With Non-Public Safety Systems. In the event LA-RICS AUTHORITY's operations or equipment cause interference with non-public safety-related systems of County or any other duly authorized occupant of the Real Property, written notice of such interference shall be provided to LA-RICS AUTHORITY and LA-RICS promptly meet with County to cooperatively discuss and reach agreement on how such interference will be resolved. County agrees that County and/or any other occupants of the Real Property who currently have or in the future take possession of

the Real Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference with the existing equipment of LA-RICS AUTHORITY.

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

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

16. UTILITIES

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

17. HOLD HARMLESS AND INDEMNIFICATION

LA-RICS AUTHORITY agrees to indemnify, defend, save and hold harmless County and its Special Districts, agents, elected and appointed officers, and employees from and against any and all liability, expense (including, without limitation, defense

costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with LA-RICS AUTHORITY's operations or its services hereunder, including, without limitation, any Workers' Compensation suit, liability, or expense, arising from or connected with services performed on behalf of LA-RICS AUTHORITY by any person pursuant to this Agreement including without limitation the LMR Vendor.

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

18. **INSURANCE**

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

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

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

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

Per occurrence

\$1 million

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

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

Each Accident:

\$1 million

Disease - policy limit:

\$1 million

Disease - each employee:

\$1 million

(c) Commercial Property Insurance. Such coverage shall:

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

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

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

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

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

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

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

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

Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

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

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

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

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

19. FAILURE TO PROCURE INSURANCE

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

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

20. TAXES

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

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

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

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

21. **NOTICES**

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

LA-RICS AUTHORITY
2525 Corporate Place, Second Floor

Monterey Park, California 91754

ATTN: Executive Director

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

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

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

Attn: Director of Real Estate

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

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

22. LA-RICS FACILITY REMOVAL

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

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

23. INDEPENDENT STATUS

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

24. AMENDMENT

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

25. ASSIGNMENT

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

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

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

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

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

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

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

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

26. **SUBORDINATION AND NON-DISTURBANCE**

County shall obtain, not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagees, ground lessors and master lessors, if any, of the Real Property. At County's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "Mortgage") by County which from time to time may encumber all or part of the Real Property; provided, however, as a condition precedent to LA-RICS AUTHORITY being required to subordinate its interest in this Agreement to any future Mortgage covering the Real Property, County shall obtain for LA-RICS AUTHORITY's benefit a non-disturbance and attornment agreement in a form reasonably satisfactory to LA-RICS AUTHORITY and containing at a minimum the terms set forth herein below ("Non-Disturbance Agreement"), and shall recognize LA-RICS AUTHORITY's right to remain in occupancy of and have access to the LMR Site as long as LA-RICS AUTHORITY is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchase of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Real Property, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, (b) fulfill County's obligations under this Agreement, and (c) promptly cure all of the then-existing County defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LA-RICS AUTHORITY will execute an agreement for the Lender's benefit in which LA-RICS AUTHORITY: (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of the Lender, (ii) agrees to attorn to Lender if Lender becomes the County of the Real Property, and (iii) agrees to accept a cure by Lender of any of County's defaults, provided such cure is completed within the deadline applicable to County.

27. **CONDEMNATION**

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

28. **DEFAULT**

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

29. **WAIVER**

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

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

30. **HAZARDOUS MATERIALS**

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

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

31. **DAMAGE OR DESTRUCTION**

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

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

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

32. **AUTHORIZATION WARRANTY**

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

33. **INDEPENDENT CONTRACTOR STATUS**

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

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

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

35. **COMPLIANCE WITH APPLICABLE LAW**

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

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

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

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

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

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

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

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

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

37. **NON EXCLUSIVITY**

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

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

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

39. **PUBLIC RECORDS ACT**

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

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

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

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

40. **OTHER TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

43. **BANKRUPTCY**

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

44. **SUCCESSORS AND ASSIGNS**

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

45. **SEVERABILITY**

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

46. **INTERPRETATION**

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

47. **ENTIRE AGREEMENT**

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

COUNTY-SPECIFIC PROVISIONS:

48. **LOBBYIST**

LA-RICS AUTHORITY and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by LA-RICS

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

49. **ENFORCEMENT**

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

50. **SOLICITATION OF CONSIDERATION**

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

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

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

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

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

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

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

53. RECYCLED BOND PAPER

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

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

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

COUNTY OF LOS ANGELES

A California Joint Powers Authority

By: _____

By: _____

Print Name: _____

Its: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

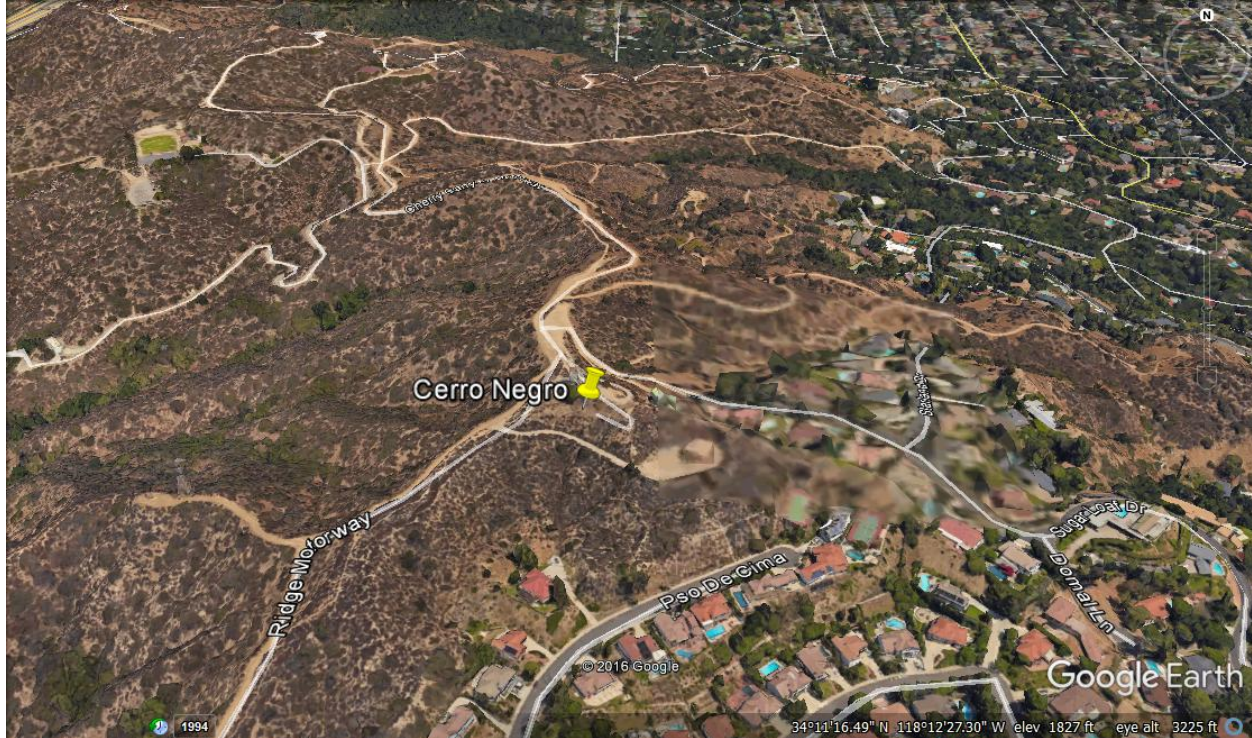
MARY C. WICKHAM
COUNTY COUNSEL

MARY C. WICKHAM
COUNTY COUNSEL

By: _____
Deputy

By: _____
Deputy

EXHIBIT A SITE DESCRIPTION



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

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

EXHIBIT B

EQUIPMENT LIST

County of Los Angeles Cerro Negro Telecommunications Site

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

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

New Generator

New GPS antennas (4) mounted to Shelter

New 100 feet tall self-supporting Tower

New LMR (15) Antennas

New LMR (2) Microwave Dishes

New LMR Diesel Fuel Tank with CMU wall enclosure

EXHIBIT C

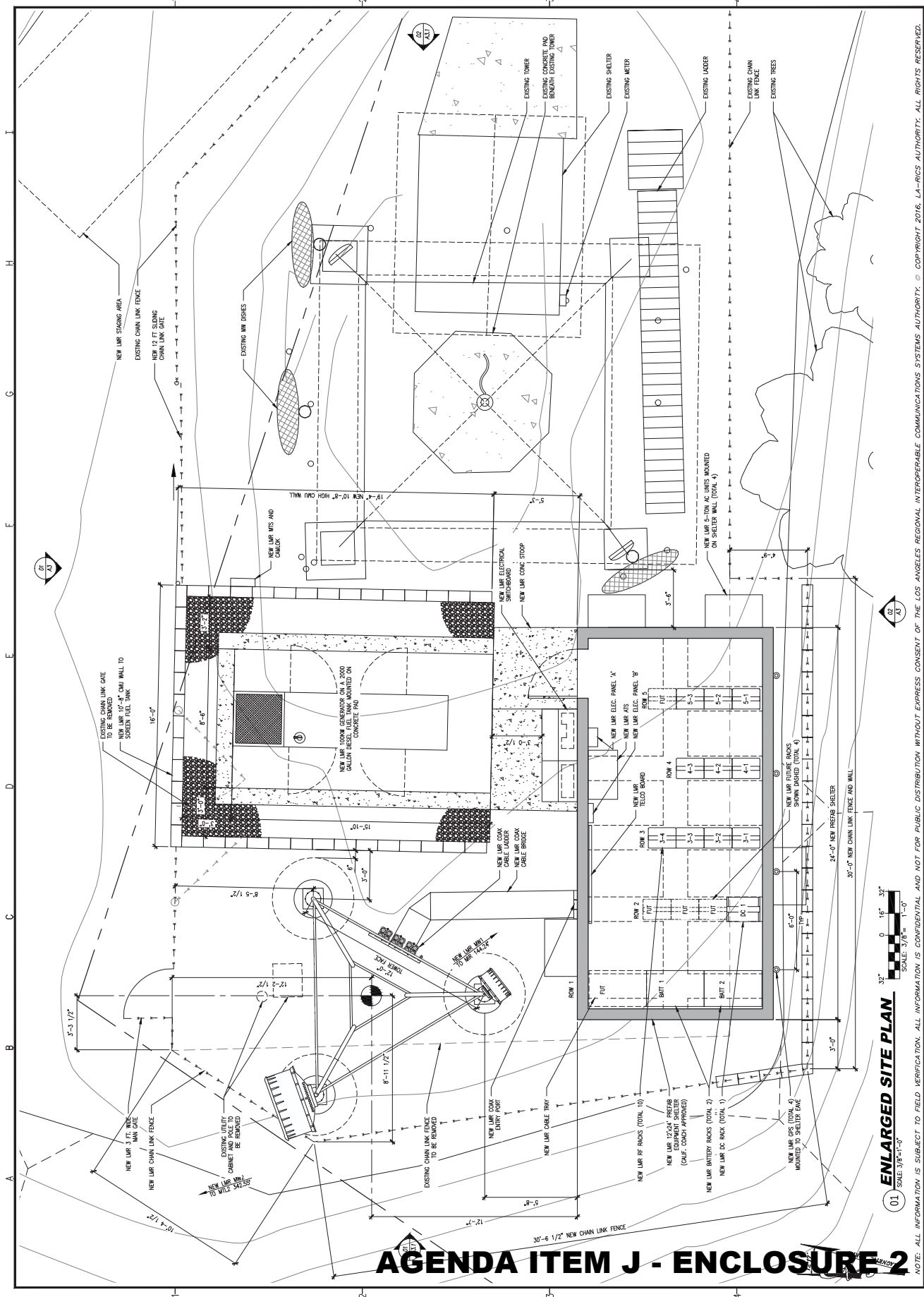
SITE PLAN

County of Los Angeles Cerro Negro Telecommunications Site

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

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

CRN EXHIBIT C



ENLARGED SITE PLAN

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

REVISIONS		
NO.	DATE	DESCRIPTION
0	05-10-16	ZD'S
1	07-12-16	REVISED ZD'S
2	07-18-16	REVISED ZD'S
3	09-08-16	REVISED ZD'S
4	10-10-16	REVISED ZD'S
5	10-13-16	REVISED ZD'S

**ENLARGED
SITE PLAN**

A2

LMR-CRN-A2	5
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MITCHELL J. ARCHITECTURE, INC.
4635 Roman Court, Suite N
San Diego, CA 92111
656.650.3150 (p) 656.650.3140 (fax)

ISSUED DATE	05-05-16
CONSTRUCTION RECORD	
DRAWN BY	SB, WB
CHECKED BY	AB



LA-RICS
Los Angeles Regional Interoperable
Communications System

CONSENT TO SITE ACCESS AGREEMENT MOUNT MCDILL COMMUNICATION SITE

THIS CONSENT TO SITE ACCESS AGREEMENT (this "Consent Agreement") is made as of December 20, 2016 by and among LOCKHEED MARTIN CORPORATION ("Master Lessor"), COUNTY OF LOS ANGELES, a body politic and corporate ("County"), and THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY, a Joint Powers Authority, hereinafter referred to as "LA-RICS Authority" ("LA-RICS Authority").

RECITALS:

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

B. County has requested Master Lessor's consent to that certain site access agreement, dated March 1, 2017 (the "**Site Access Agreement**"), between County and Licensee. A copy of the Site Access Agreement is attached hereto as Exhibit "I".

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

AGREEMENT:

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

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

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

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

3. General Provisions.

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

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

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

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

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

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

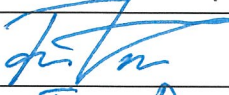
3.7 Counterparts. This Consent Agreement may be executed in any number of original counterparts. Any such counterpart, when executed, shall constitute an original of this Consent Agreement, and all such counterparts together shall constitute one and the same Consent Agreement. Either party may deliver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

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

[Signatures on following page.]

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

MASTER LESSOR
LOCKHEED MARTIN CORPORATION
By: LMC Properties, Inc. Attorney-In-Fact
Under Irrevocable Power of Attorney
Effective April 4, 2016

By: 
Name: James Damm
Its: Manager, Real Estate

COUNTY OF LOS ANGELES

By: _____
Name: _____
Its: _____

LA-RICS Authority

By: _____
Name: _____
Its: _____

SITE ACCESS AGREEMENT

MOUNT MCDILL COMMUNICATION SITE

**SITE ACCESS AGREEMENT
MOUNT MCDILL COMMUNICATION SITE**

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

BY AND BETWEEN

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

AND

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

RECITALS:

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

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

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

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

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

member agencies may assume the LA-RICS Authority's rights and obligations under this Agreement and/or may perform services with respect to this LA-RICS; and

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

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

1. **LMR SITE**

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

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

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

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

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

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

2. PURPOSE AND USE

The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use the LMR Site for the installation, operation, maintenance, and repair of a LMR facility. The LA-RICS AUTHORITY (and/or its member agencies, the LMR Vendor, and/or other agents, collectively "LA-RICS AUTHORITY PARTIES"): (a) shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS AUTHORITY's LMR communications system, which typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference (such LMR system, and associated infrastructure, shelters, equipment and related improvements, collectively, the "LA-RICS Facility") and other related materials as may be deemed necessary by the LA-RICS AUTHORITY, and (b) shall be allowed access over, through and across each site comprising the Real Property, other necessary space, and private access roads and easements for ingress to and egress from the LMR Site, 24 hours per day, 7 days per week without notice. The LMR Site shall be used only for the purposes authorized by this Section 2, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

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

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

3. **APPROVALS/DESIGN REVIEW**

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

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

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

LA-RICS AUTHORITY shall be solely responsible for the procurement of all required permits for the use, maintenance, occupancy of the LMR Site and for any construction, work or repair of any portion of the LMR Site and in particular shall secure and maintain all required AQMD permits and provide Master Lessor with copies of such permits. Any change or alteration to such permits provided to Master Lessor shall be subject to review and approval by Master Lessor prior to submission to the relevant permitting authority. Should ministerial permits be required, County shall expeditiously process such permits

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

4. **TERM**

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

5. **CONSIDERATION**

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

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

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

shall not cause or permit any change of any equipment installed by the LA-RICS AUTHORITY on a LMR Site including power outputs or changes in the use of frequencies described in Exhibit B hereto (Equipment List), but not including "like-kind" replacements, except after County has been provided an opportunity to review and approve, such plans and specifications.

7. INSTALLATION

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

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

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

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

RICS Facility at the LMR Site, including any structural upgrades required to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements on the LMR Site.

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

8. **ALTERATIONS**

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

9. **MAINTENANCE**

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

County may perform the work and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by County.

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

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

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

11. **OTHER OPERATIONAL RESPONSIBILITIES**

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

12. **RELOCATION**

12.01 County shall have the right to request relocation of the LA-RICS Facility or any portion thereof on no more than one occasion during the term hereof to another location on

the Real Property ("Alternate Site"), provided: the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LMR Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not materially interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment; County shall pay all costs incurred by LA-RICS AUTHORITY for relocation of LA-RICS AUTHORITY's equipment from the LMR Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LMR Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY's use of the Alternate Site; County shall give LA-RICS AUTHORITY at least six (6) months written notice before requiring relocation; and LA-RICS AUTHORITY's use of the LA-RICS Facility in question will not be materially interrupted and LA-RICS AUTHORITY shall be allowed, if necessary, to place temporary equipment on the Real Property during the relocation.

13. **ACCESS TO LMR SITE**

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

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

LA-RICS AUTHORITY acknowledges and agrees that occasions may arise requiring the LA-RICS AUTHORITY to share in the cost of cleaning up of mud-slide debris and repairing the Access to its original accessible condition (as documented pursuant to Section 13.01) after a storm or heavy rainfall. LA-RICS AUTHORITY hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from County and/or any owner(s) of applicable access paths and roads, and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to LA-RICS AUTHORITY by County and/or any owner(s) of

applicable access paths and roads upon at least thirty (30) days notice. Notwithstanding the foregoing, the LA-RICS AUTHORITY's financial burden pursuant to this Section shall not exceed five thousand dollars (\$5,000) per incident, provided that LA-RICS AUTHORITY shall pay the full cost of any damage to the Access caused by LA-RICS AUTHORITY, its employees, agents or vendors, including without limitation the LMR Vendor.

14. **EMERGENCY ACCESS BY COUNTY**

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

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

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

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

Interference with Non-Public Safety Systems. In the event LA-RICS AUTHORITY's operations or equipment cause interference with non-public safety-related systems of County's or any other duly authorized occupant of the Real Property, written notice of such interference shall be provided to LA-RICS AUTHORITY and LA-RICS

promptly meet with County to cooperatively discuss and reach agreement on how such interference will be resolved. County agrees that County and/or any other occupants of the Real Property who currently have or in the future take possession of the Real Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference with the existing equipment of LA-RICS AUTHORITY.

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

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

16. **UTILITIES**

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

17. **HOLD HARMLESS AND INDEMNIFICATION**

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

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

18. **INSURANCE**

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

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

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

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

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

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

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

Commercial Property Insurance. Such coverage shall:

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

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

- *Builder's Risk Course of Construction Insurance.* Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30). This insurance shall be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs

and plants, and full collapse coverage during construction, without restricting collapse coverage to specified perils. Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, including County furnished materials and equipment, against loss or damage until completion and acceptance by the LA-RICS AUTHORITY and the County if required.

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

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

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

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

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

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

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

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

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

19. **FAILURE TO PROCURE INSURANCE**

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

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

20. **TAXES**

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

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

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

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

21. **NOTICES**

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

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

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

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

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

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

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

22. **LA-RICS FACILITY REMOVAL**

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

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

23. **INDEPENDENT STATUS**

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

24. **AMENDMENT**

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

25. **ASSIGNMENT**

This Agreement may not be sold, assigned or transferred by LA-RICS AUTHORITY without the approval or consent of the County and Master Lessor, at their sole discretion, except that the LA-RICS AUTHORITY may assign this Agreement to any of its member

agencies, First Net or grant funding agencies without such approval or consent of the County, but still subject to approval of Master Lessor.

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

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

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

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

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

26. **SUBORDINATION AND NON-DISTURBANCE**

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

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

27. **CONDEMNATION**

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

28. **DEFAULT**

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

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

29. **WAIVER**

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

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

30. **HAZARDOUS MATERIALS**

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

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

31. **DAMAGE OR DESTRUCTION**

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

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

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

32. **AUTHORIZATION WARRANTY**

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

33. **INDEPENDENT CONTRACTOR STATUS**

This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between County and LA-RICS AUTHORITY. LA-RICS AUTHORITY shall bear the sole responsibility and liability for furnishing Worker's Compensation benefits to any person for injuries from or connected

with services performed on behalf of LA-RICS AUTHORITY pursuant to this Agreement as required by law. The foregoing indemnification does not apply to liability caused by the negligence of the County.

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

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

35. **COMPLIANCE WITH APPLICABLE LAW**

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

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

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

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

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

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

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

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

37. **NON EXCLUSIVITY**

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

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

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

39. **PUBLIC RECORDS ACT**

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

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

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

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

40. **OTHER TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

43. **BANKRUPTCY**

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

44. **SUCCESSORS AND ASSIGNS**

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

45. **SEVERABILITY**

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

46. **INTERPRETATION**

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

47. **ENTIRE AGREEMENT**

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

COUNTY-SPECIFIC PROVISIONS:

48. **LOBBYIST**

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

49. **ENFORCEMENT**

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

50. **SOLICITATION OF CONSIDERATION**

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

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

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

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

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

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

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

53. RECYCLED BOND PAPER

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

///

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///
///

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

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

COUNTY OF LOS ANGELES

A California Joint Powers Authority

By: _____

By: _____

Print Name: _____

Its: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

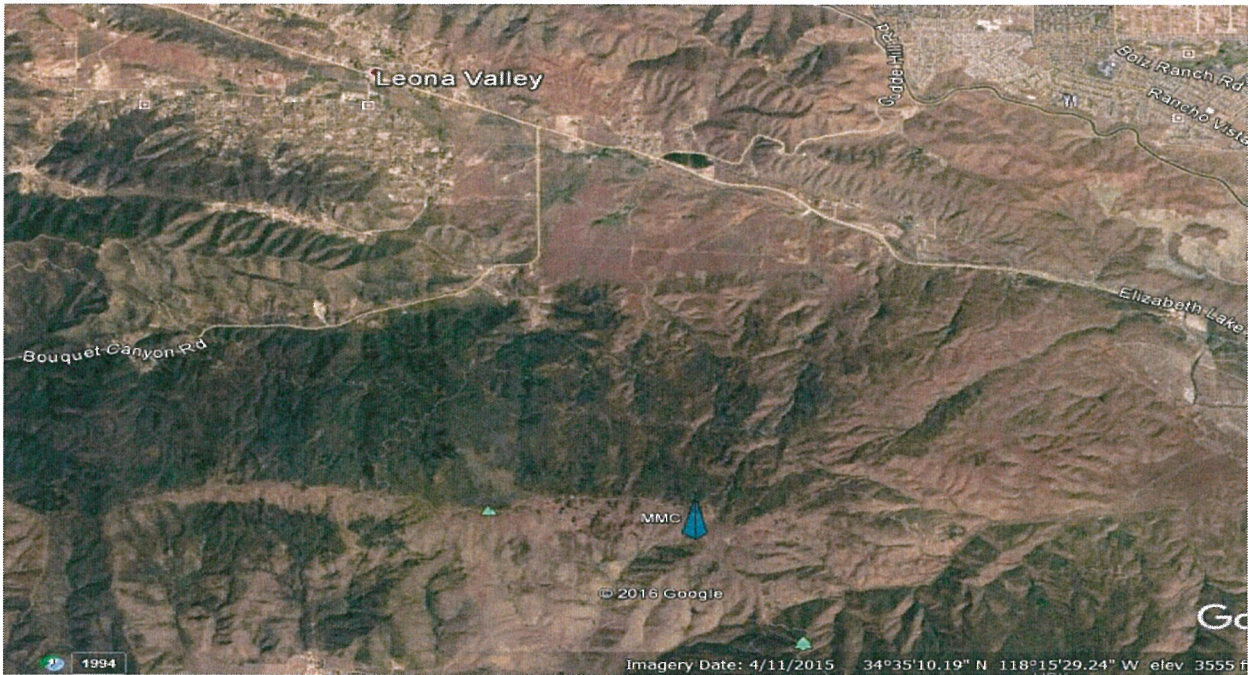
MARY C. WICKHAM
COUNTY COUNSEL

By: _____
Deputy

By: _____
Deputy

EXHIBIT A

SITE DESCRIPTION



County of Los Angeles Mount McDill Telecommunications Site
Sierra Pelona Mountainway West
Palmdale, CA 93551

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code	Supervisorial District
MMC	Mount McDill	Lockheed Corporation	Sierra Pelona Moutainway West	Palmdale	CA	93551	5

EXHIBIT B

EQUIPMENT LIST

County of Los Angeles Mount McDill Telecommunications Site

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

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

New Generator

New GPS antennas (6) mounted to Shelter

New 180 feet tall self-supporting Tower

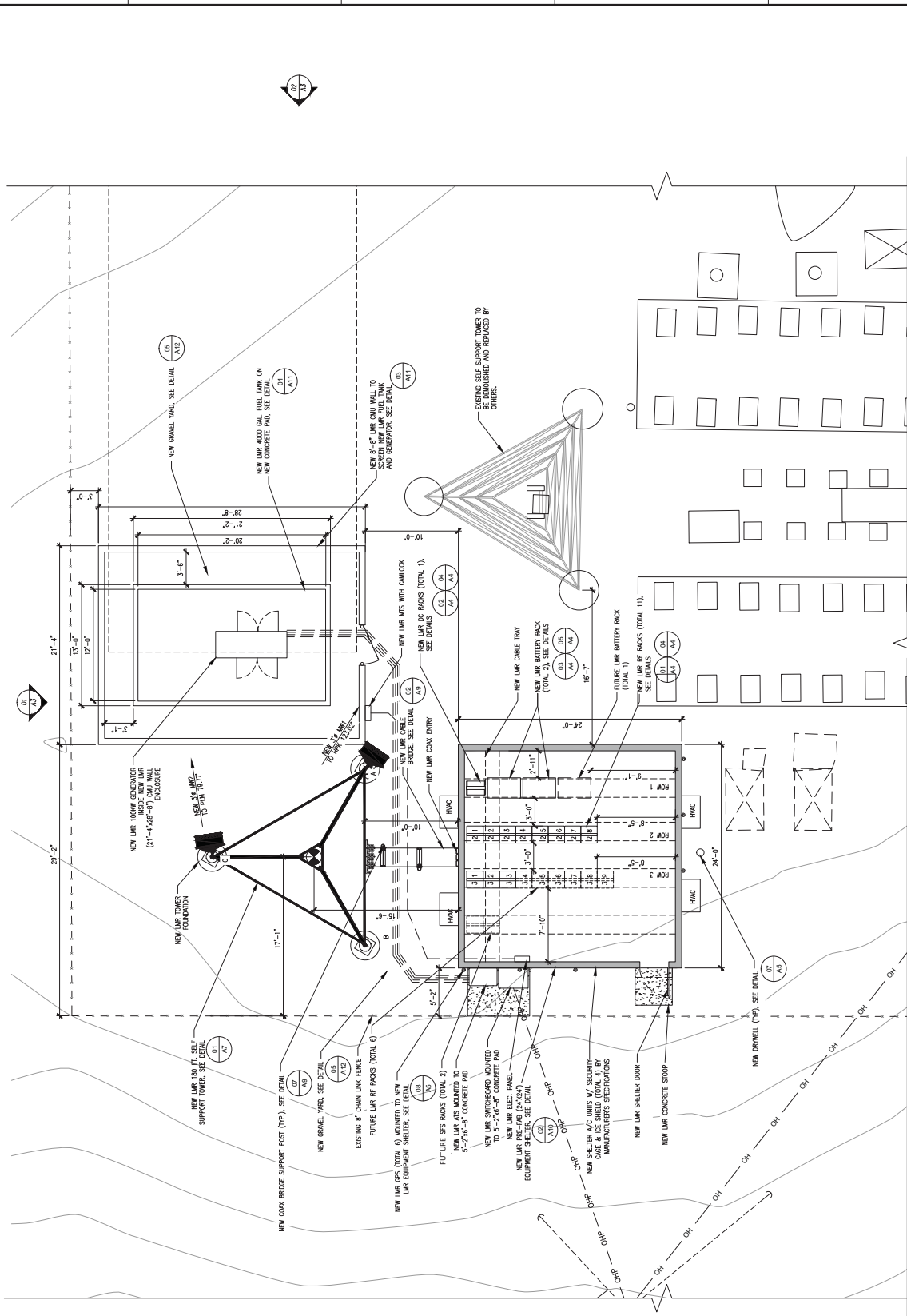
New LMR (24) Antennas

New LMR (2) Microwave Dishes

New LMR Diesel Fuel Tank with CMU wall enclosure

MMC EXHIBIT C

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



01 ENLARGED SITE PLAN
SCALE: 1/8\"/>



AGENDA ITEM J - ENCLOSURE 2



LA-RICS
Los Angeles Regional Interoperable
Communication System



**MOTOROLA
SOLUTIONS**



C&S
Engineers, Inc.
1999 Cal. Egan Collins Blvd.
Foothill, CA 91043-0000
Tel: 909.449.9907
Fax: 909.449.9907
www.candse.com

Los Angeles Regional Interoperable Communications System

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

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

CONSTRUCTION DRAWINGS

REVISIONS		
NO.	DATE	DESCRIPTION
01	10-13-16	50% PROGRESS CDS

**ENLARGED
SITE PLAN**

A2

LMR-MMC-A2 0

SITE ACCESS AGREEMENT

SAN DIMAS COMMUNICATION SITE

**SITE ACCESS AGREEMENT
SAN DIMAS TELECOMMUNICATIONS SITE**

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

BY AND BETWEEN

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

AND

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

RECITALS:

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

WHEREAS, County owns certain real property commonly known as Los Angeles County San Dimas Communication Site ("San Dimas") in San Dimas, California, as described on **Exhibit A** attached hereto ("Real Property"); and

WHEREAS, County desires to license the use of a portion of the Real Property to the LA-RICS AUTHORITY for use as a Land Mobile Radio ("LMR") communication site; and to collocate with LA-RICS AUTHORITY on a new communication tower and a new generator building built by LA-RICS AUTHORITY while County's own communication tower shall be demolished in order to make room for LA-RICS AUTHORITY'S new tower on the Real Property; and LA-RICS AUTHORITY shall also build its own equipment shelter for its sole use on the Real Property.

WHEREAS, the parties hereto acknowledge that: (a) LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LMR Vendor") to design, construct, and perform services with respect to a regional interoperable LMR telecommunications system as a part of the LA-RICS; (b) the LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LMR Vendor") to design and construct a regional interoperable LMR telecommunications system as a part of the LA-RICS; and (c) any of the LA-RICS Authority member agencies may assume the LA-RICS Authority's rights and obligations under this Agreement and/or may perform services with respect to this LA-RICS; and

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

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

1. **LMR SITE**

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

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

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

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

1.05 Ownership of all improvements constructed by the LA-RICS AUTHORITY upon each and every site comprising the LMR Site and all alterations, additions or betterments thereto shall remain with the LA-RICS AUTHORITY or other agencies as may be provided by any applicable LA-RICS grant requirements. The LA-RICS AUTHORITY may only remove any of its own improvements to the Real Property with a 60 day notice to the County, entirely at LA-RICS' own costs, if such improvements to be removed are not for the purpose of collocating with the County, during the term of this Agreement, and County hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

2. **PURPOSE AND USE**

2.01 The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use the LMR Site for the installation, operation, maintenance, and repair of a LMR

facility. The LA-RICS AUTHORITY (and/or its member agencies, the LMR Vendor and/or other agents): (a) shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS AUTHORITY's LMR communications system, which typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) and other related materials as may be deemed necessary by the LA-RICS AUTHORITY, and (b) shall be allowed access over, through and across each site comprising the Real Property for ingress to and egress from the applicable LMR Site 24 hours per day, 7 days per week without notice. 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 the County's authority to exercise any right or power concerning the utilization of the Real Property including without limitation the LMR Site; provided, however, that such County authority shall not include the exercise of any right or power that would interfere with the LA-RICS Facility.

3. APPROVALS/DESIGN REVIEW

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

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

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

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

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

4. **TERM**

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

5. **CONSIDERATION**

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

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

County shall have the opportunity to review and provide input, if any, as to all project plans and specifications for the LA-RICS AUTHORITY's proposed alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements) after LA-RICS AUTHORITY's initial installation of the LA-RICS Facility on the LMR Site. In addition, County shall have the right to inspect said equipment and the LMR Site at any time during and after installation upon not less than twenty-four (24) hours prior

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

7. INSTALLATION

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

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

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

radio frequency interference issues with equipment, transmission or reception caused by the installation of the County Facilities.

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

7.05 Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LMR Site, LA-RICS AUTHORITY shall provide County with a time of completion notice and as-built drawings of the LA-RICS Facility ("As-Built"). Such As-Built 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-Built by County, the As-Built 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-Built as required by this section within ten (10) business days of receipt of written notice, County may cause such As-Built to be prepared on behalf of LA-RICS AUTHORITY and County shall assess a fee for such As-Built, the cost of which shall become immediately due and payable to County upon invoice accompanied by supporting documentation of such fee. County shall be responsible for completion of and costs associated with As-Built resulting from any modifications required by County.

8. ALTERATIONS

LA-RICS AUTHORITY shall make no renovations, alterations or improvements to the LMR Site or the Real Property other than to install, maintain, replace and operate the LA-RICS Facility in accordance with the documentation attached hereto as Exhibits A, B, and C and/or as permitted elsewhere herein, without providing prior written notice to County, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2.02 hereof. Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS AUTHORITY shall have the right to make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements without providing notice to County, if the "like-kind" infrastructure is not for colocation purposes or that may be required as a result of FCC rules or regulations, after providing notice to County. LA-RICS AUTHORITY

agrees: (i) to submit to the County, for review and approval, all plans and specifications, working drawings, and other information reasonably required by the County covering proposed alterations by LA-RICS AUTHORITY, (ii) to discuss with County on their concerns, if any, regarding the proposed alterations, and (iii) to work in good faith to address such concerns. All work to be done by LA-RICS AUTHORITY shall be performed in accordance with the plans provided to County.

9. **MAINTENANCE**

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

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

10. **CONSTRUCTION STANDARDS**

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

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

11. **OTHER OPERATIONAL RESPONSIBILITIES**

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

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

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

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

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

11.02 As applicable, LA-RICS AUTHORITY and its LMR Vendor shall adhere to the following requirements when collocating with County on the communication tower to be constructed by LA-RICS AUTHORITY:

(a) The communication tower shared by County and LA-RICS AUTHORITY as well as the equipment shelter solely used by LA-RICS AUTHORITY and its LMR Vendor are expected to be well kept, used with the uttermost care and clean of debris at all times.

(b) LA-RICS AUTHORITY'S equipment shelter is expected to be locked at all times, unless in the presence of LA-RICS AUTHORITY and its LMR Vendor service technicians or technical staff members.

(c) LA-RICS AUTHORITY and its LMR Vendor shall not enter the equipment shelters or equipment cabinets owned and operated by the County, ~~State and Ventura~~. County will not enter LA-RICS AUTHORITY'S equipment shelter except in the event of an emergency as described in Section 14: Emergency Access by County.

(d) Vehicles used by LA-RICS AUTHORITY and its LMR Vendor to access the LMR site should be parked without blocking the entrance of ~~Castro Peak~~ Communication Site or blocking any other vehicles trying to access the general vicinity ~~on Castro Motorway~~.

(e) Service technicians/staff members of LA-RICS AUTHORITY and its LMR Vendor who are accessing the LMR Site need to wear identification badges. At all times, LA-RICS AUTHORITY and its LMR Vendor are expected to be courteous to all parties inside the Real Property or along ~~Castro Motorway~~, which is privately owned by

road access owners and home owners, by showing their identification badges if requested and communicating the purpose of their entry onto the LMR Site.

12. **RELOCATION**

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

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

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

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

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

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

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

(b) LA-RICS AUTHORITY shall pay all costs relating to relocation of LA-RICS AUTHORITY's equipment from the LMR Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LMR Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to

comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY's use of the Alternate Site;

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

13. **ACCESS TO LMR SITE**

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

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

14. **EMERGENCY ACCESS BY COUNTY**

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

representative, if provided by LA-RICS AUTHORITY. Notwithstanding the foregoing, County shall not be required to provide notice to LA-RICS AUTHORITY prior to entering the LMR Site due to an emergency; provided, however, that under no circumstance shall the County access LA-RICS AUTHORITY's equipment cabinets. County shall use its best efforts to minimize any inconvenience or disturbance to LA-RICS AUTHORITY when entering the LMR Site. LA-RICS AUTHORITY shall reimburse County within thirty (30) days of receipt of County's written request for County's actual costs to correct any deficiency that is corrected by 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 County or County's agents, invitees or other licensees or users who may occupy portions of the Real Property at the time this Agreement is entered into. LA-RICS AUTHORITY shall be responsible for electromagnetic compatibility of LA-RICS AUTHORITY's equipment with existing and future equipment at the Real Property. LA-RICS AUTHORITY shall conform to County's Internal Services Department Facilities Standard STD-140 Radio Site Management, including without limitation the requirement of submitting radio system installation plans for approval.

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

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

15.04 Interference During Emergency. If any measurable interference caused by LA-RICS AUTHORITY's equipment with County's electronic equipment during an emergency incident occurs, the LA-RICS AUTHORITY will immediately cease operation, transmission or further use of LA-RICS AUTHORITY's equipment until such

time as the emergency incident or interference has ended but LA-RICS AUTHORITY shall be permitted to power up its equipment for intermittent testing with notice.

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

16. UTILITIES

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

17. HOLD HARMLESS AND INDEMNIFICATION

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

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

18. INSURANCE

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

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

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

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

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

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

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

Commercial Property Insurance. Such coverage shall:

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

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

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

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

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

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

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

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

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

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

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

19. **FAILURE TO PROCURE INSURANCE**

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

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

20. **TAXES**

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

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

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

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

21. **NOTICES**

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

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

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

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

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

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

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

22. **LA-RICS FACILITY REMOVAL**

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

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

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

23. INDEPENDENT STATUS

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

24. AMENDMENT

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

25. ASSIGNMENT

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

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

- (i) A written request for approval;

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

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

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

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

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

26. **SUBORDINATION AND NON-DISTURBANCE**

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

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

27. CONDEMNATION

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

28. DEFAULT

Except as otherwise provided in this Agreement, in the event of a default hereunder by LA-RICS AUTHORITY, County shall provide written notice thereof to LA-RICS AUTHORITY. LA-RICS AUTHORITY shall have sixty (60) days from the date of said notice in which to cure the default, provided that LA-RICS AUTHORITY shall have such extended period beyond sixty (60) days as may be required if the nature of the cure is such that it reasonably requires more than sixty (60) days and LA-RICS

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

29. **WAIVER**

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

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

30. **HAZARDOUS MATERIALS**

30.01 The parties hereto hereby warrant and represent that they shall comply with all applicable Federal, State, and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the LMR Site and the Real Property. For purposes of this Agreement, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances, as defined in California

Health and Safety Code Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the Real Property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8., as it may be amended from time to time.

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

31. **DAMAGE OR DESTRUCTION**

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

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

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

32. **AUTHORIZATION WARRANTY**

The parties hereto represent and warrant that the person executing this Agreement for each of them is an authorized agent who has actual authority to bind

such party to each and every term, condition, and obligation of this Agreement and that all requirements of such party have been fulfilled to provide such authority.

33. INDEPENDENT CONTRACTOR STATUS

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

34. GOVERNING LAW, JURISDICTION, AND VENUE

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

35. COMPLIANCE WITH APPLICABLE LAW

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

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

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

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

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

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

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

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

37. **NON EXCLUSIVITY**

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

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

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

39. **PUBLIC RECORDS ACT**

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

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

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

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

40. **OTHER TERMS AND CONDITIONS**

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

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

40.03 Illegal Activities. LA-RICS AUTHORITY shall not knowingly permit any illegal activities to be conducted upon the LMR Site.

40.04 Safety. LA-RICS AUTHORITY shall immediately correct any unsafe condition on the LMR Site, as well as any unsafe practices occurring thereon, to the extent such unsafe condition or practice occurs as a result of LA-RICS AUTHORITY's use of the LMR Site. LA-RICS AUTHORITY shall cooperate fully with County in the investigation of any accidental injury or death occurring on the LMR Site, including a prompt report thereof to the County. LA-RICS AUTHORITY shall cooperate and comply fully with County, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all LA-RICS AUTHORITY's structures and enclosures. LA-RICS AUTHORITY, at its expense, may use any and all appropriate means of restricting public access to the LMR Site.

40.05 Sanitation. No offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health in violation of the law, shall be permitted or remain on the LMR Site and within a distance of fifty (50) feet thereof, and LA-RICS AUTHORITY and County shall prevent any accumulation thereof from occurring.

40.06 Security Devices. LA-RICS AUTHORITY, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the LMR Site from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the County. County shall be responsible for securing the Real Property to the extent deemed necessary by County in its sole discretion.

41. **ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE**

LA-RICS AUTHORITY hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges its ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this Agreement.

42. **LA-RICS AUTHORITY'S STAFF AND EMPLOYMENT PRACTICES**

42.01 LA-RICS AUTHORITY shall designate one member of its staff as an Operations Manager with whom the County may deal with on a daily basis. Any person selected by LA-RICS AUTHORITY as an Operations Manager shall be fully acquainted with LA-RICS AUTHORITY's operation, familiar with the terms and the conditions prescribed therefore by this Agreement, and authorized to act in the day-to-day operation thereof.

42.02 LA-RICS AUTHORITY shall establish an identification system for each of its personnel assigned to service the LMR Site that clearly indicates the name of the person. The identification system shall be furnished at LA-RICS AUTHORITY expense and may include appropriate uniform attire and name badges as routinely maintained by LA-RICS AUTHORITY.

43. **BANKRUPTCY**

The County and LA-RICS AUTHORITY hereby expressly agree and acknowledge that it is the intention of both parties that in the event that during the term of this Agreement LA-RICS AUTHORITY shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the Code), this Agreement is and shall be treated as an unexpired lease of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

44. **SUCCESSORS AND ASSIGNS**

Subject to any provision hereof restricting assignment or subletting by LA-RICS AUTHORITY, this Agreement shall bind the parties, their personal representatives, successors and assigns.

45. **SEVERABILITY**

The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

46. **INTERPRETATION**

Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

47. **ENTIRE AGREEMENT**

This Agreement (and the attached exhibits) contains the entire agreement between the parties hereto with respect to the matters set forth herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and LA-RICS AUTHORITY.

COUNTY-SPECIFIC PROVISIONS:

48. LOBBYIST

LA-RICS AUTHORITY and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by LA-RICS AUTHORITY, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of LA-RICS AUTHORITY or any County lobbyist or County lobbying firm retained by LA-RICS AUTHORITY to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement.

49. ENFORCEMENT

The County's Chief Executive Officer shall be responsible for the enforcement of this Agreement on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

50. SOLICITATION OF CONSIDERATION

50.01 It is improper for any County officer, employee or agent to solicit consideration, in any form, from a licensee with the implication, suggestion or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

50.02 LA-RICS AUTHORITY shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Agreement being terminated.

51. ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

LA-RICS AUTHORITY acknowledges that the County of Los Angeles places a high priority on the implementation of the Safely Surrendered Baby Law. LA-RICS AUTHORITY understands that it is the County's policy to encourage LA-RICS AUTHORITY to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the LA-RICS AUTHORITY' place of business. LA-RICS AUTHORITY will also encourage its contractors and subcontractors, if any, to post this poster in a prominent position in the contractor's or subcontractor's place of business. The County's Department of Children and Family Services will supply LA-RICS

AUTHORITY with the poster to be used. As of the inception of this Agreement, information on how to receive the poster can be found on the Internet at www.babysafela.org.

52. WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

52.01 LA-RICS AUTHORITY acknowledges that the County has established a goal of ensuring that all LA-RICS AUTHORITY's employees are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

52.02 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the LA-RICS AUTHORITY's duty under this Agreement to comply with all applicable provisions of law, the LA-RICS AUTHORITY warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

53. RECYCLED BOND PAPER

Consistent with the County's Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, LA-RICS AUTHORITY agrees to use recycled-content paper to the maximum extent possible on this Agreement and all documents related thereto.

IN WITNESS WHEREOF, the LA-RICS AUTHORITY has executed this Agreement or caused it to be duly executed and County has caused this Agreement to be executed on the day, month and year first above written.

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

COUNTY OF LOS ANGELES

A California Joint Powers Authority

By: _____

By: _____

Print Name: _____

Its: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

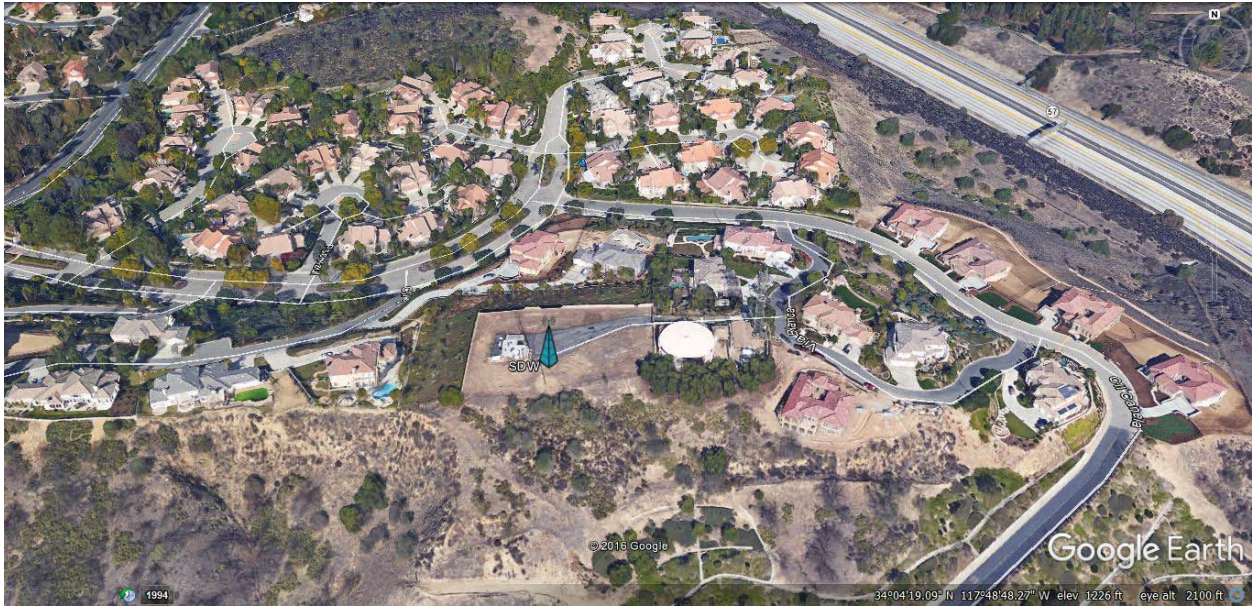
MARY C. WICKHAM
COUNTY COUNSEL

MARY C. WICKHAM
COUNTY COUNSEL

By: _____
Deputy

By: _____
Deputy

EXHIBIT A
SITE DESCRIPTION



**County of Los Angeles San Dimas Telecommunications Site
310 Via Blanca
San Dimas, CA 91773**

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code	Supervisory District
SDW	San Dimas	LA County	310 Via Blanca	San Dimas	CA	91773	5

EXHIBIT B

EQUIPMENT LIST

County of Los Angeles San Dimas Telecommunications Site

New LMR Pre-fabricated Equipment Shelter (approx. 12' x 32')

New LMR Indoor RF Racks (8), DC Rack (1), Battery Racks (2) & Future Racks (5)

New Generator

New GPS antennas (6) mounted to Shelter

New 110 feet tall self-supporting Tower

New LMR (13) Antennas
Relocated LMR (10) Antennas

New LMR (2) Microwave Dishes

New LMR Diesel Fuel Tank with CMU wall enclosure

EXHIBIT C

SITE PLAN

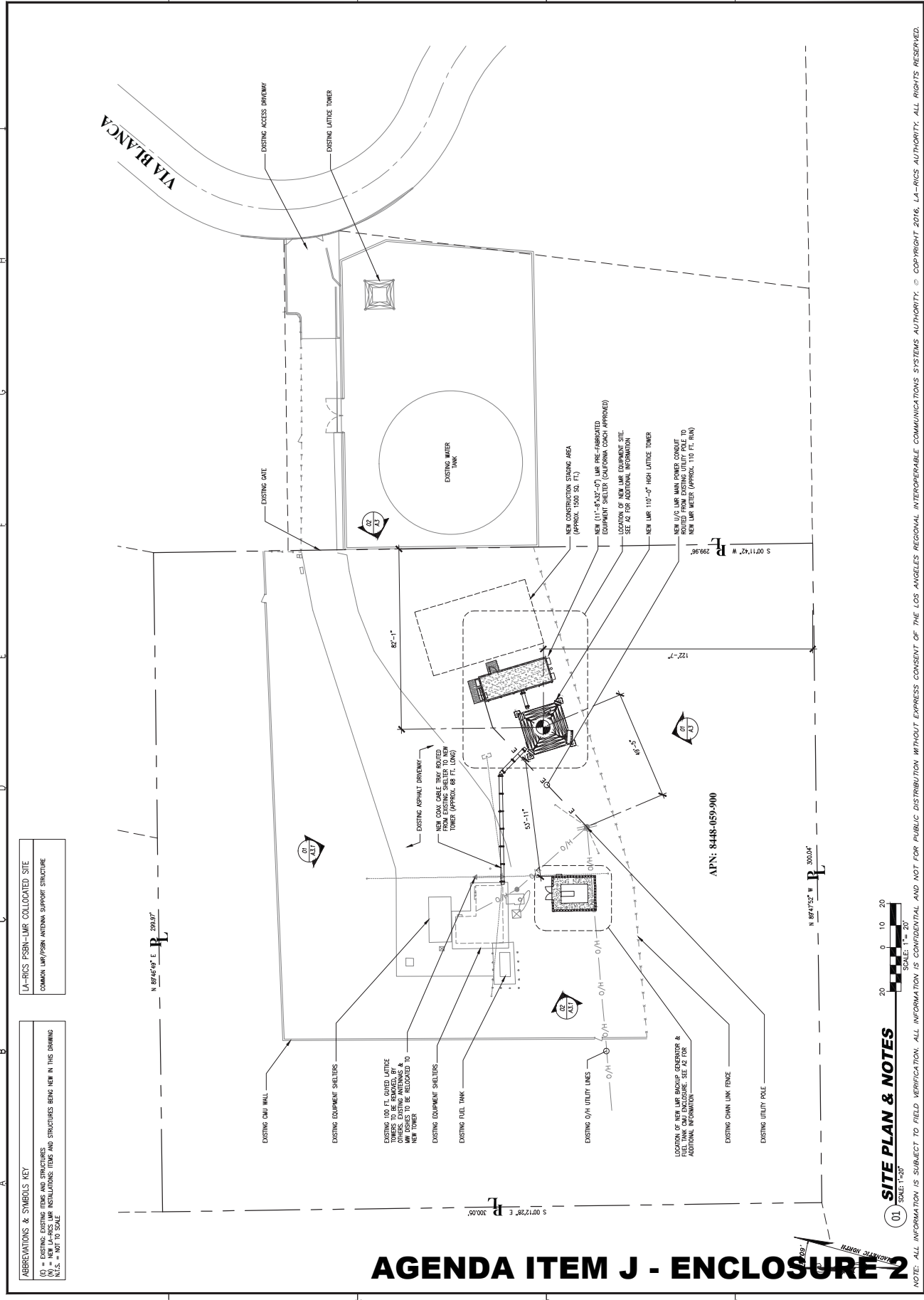
County of Los Angeles San Dimas Telecommunications Site

See next page for Preliminary Draft Plan (Zoning Drawings) dated October 13, 2016.

The County and Master Licensor approved Construction Document set will be incorporated by reference as part of the fully executed Site Access Agreement



LA-RICS_SDW_SAA
DRAWING REV2 (ZON



LA-RICS PSBN-LMR COLLOCATED SITE
COMMON LMR/PSBN ANTENNA SUPPORT STRUCTURE

ABBREVIATIONS & SYMBOLS KEY
(E) = EXISTING ITEMS AND STRUCTURES
(N) = NEW LA-RICS LMR INSTALLATIONS, ITEMS AND STRUCTURES BEING NEW IN THIS DRAWING
N.E.S. = NOT TO SCALE

01 SITE PLAN & NOTES
SCALE: 1" = 20'

NOTE: ALL INFORMATION IS SUBJECT TO FIELD VERIFICATION. ALL INFORMATION IS CONFIDENTIAL AND NOT FOR PUBLIC DISTRIBUTION WITHOUT EXPRESS CONSENT OF THE LOS ANGELES REGIONAL INTERFERABLE COMMUNICATIONS SYSTEMS AUTHORITY. © COPYRIGHT 2016, LA-RICS. AUTHORITY. ALL RIGHTS RESERVED.

LA-RICS
Los Angeles Regional Interferable
Communications System

MOTOROLA
SOLUTIONS

MITTELL J ARCHITECTURE, INC.
4688 Roman Court, Suite N
San Diego, CA 92111
858.650.3130 (ph) 858.650.3140 (fax)

Los Angeles Regional Interferable Communications System

SDW
SAN DIMAS WATER TANK
310 VIA BLANCA, SAN DIMAS, CA 91773

ISSUED DATE 10-13-16
CONSTRUCTION RECORD
DRAWN BY MR. AC
CHECKED BY RLJ, AB

ZONING DRAWINGS

NO.	DATE	DESCRIPTION
0	01-26-16	ZO'S
1	03-31-16	REVISED ZO'S
2	08-31-16	REVISED ZO'S
3	10-04-16	REVISED ZO'S
4	10-13-16	REVISED ZO'S

ARCHITECT
No. C20355
STATE OF CALIFORNIA

SITE PLAN
A1

LMR-SDW-A1 4



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>

TRUC L. MOORE
Counsel to the Authority

December 12, 2016

Board of Directors
Los Angeles Regional Interoperable Communications System Authority (the "Authority")

Dear Directors:

APPOINT SCOTT D. EDSON AS EXECUTIVE DIRECTOR; AWARD PROFESSIONAL SERVICES AGREEMENT WITH SD EDSON, INC.

SUBJECT

It is recommended the Board appoint Scott D. Edson ("Mr. Edson") as the LA-RICS Executive Director of the Authority, with a start date of March 26, 2017; and approve execution of a professional services contract with Mr. Edson through SD Edson, Inc. in substantially similar form to the attached Professional Services Agreement (Enclosure) to provide services as the LA-RICS Executive Director. The term of this Agreement is for a period of two years, unless terminated earlier. The not to exceed amount for this Agreement is \$218,400 per year.

RECOMMENDED ACTION

It is recommended that your Board:

1. Appoint Mr. Edson to the position of LA-RICS Executive Director, at a not to exceed amount of \$218,400 annually, starting March 26, 2017.
2. Approve the Professional Services Agreement with Mr. Edson through SD Edson, Inc., substantially similar in form to the attached Enclosure.
3. Delegate authority to the Chair of the LA-RICS Board, or his designee, to execute the Professional Services Agreement with SD Edson, Inc., which should be approved as to form by County Counsel, following completion of corporate formation of SD Edson, Inc.

BACKGROUND

The services of a new Executive Director for the LA-RICS Authority is desired at this time. Mr. Edson will be able to provide services to the Authority as its Executive Director starting March 26, 2017. Mr. Edson has been in law enforcement for almost 39 years with the Los Angeles County Sheriff's Department. He has held the ranks of Deputy Sheriff, Sergeant, Lieutenant, Captain, Commander and currently, Chief of the Department's Special Operations Division. Mr. Edson will be retiring from the Sheriff's Department to accept this position.

As Chief of the Special Operations Division, he has been responsible for assisting with protecting the public from terrorism and crime. Within his division, he has overseen the Aero Bureau, Criminal Intelligence Bureau, Emergency Operations Bureau, Special Enforcement Bureau, and Operations Safe Streets Bureau. He is currently responsible for overseeing an annual budget of \$250 million and 525 sworn deputy sheriffs and special staff.

Mr. Edson has comprehensive knowledge of public safety operations and communication technology. He also has significant prior experience in large-scale, complex wired and wireless communications projects, as well as various public safety information technology systems. His work has allowed him to collaboratively engage with local, state and federal agencies, and members of the public.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to allow the Authority to retain the services of Mr. Edson as its Executive Director starting March 26, 2017.

FISCAL IMPACT/FINANCING

Mr. Edson will be compensated at a billed hourly rate of One Hundred Five Dollars (\$105.00) per hour, for a total amount not to exceed Two Hundred Eighteen Thousand Four Hundred Dollars (\$218,400) per year. Invoices will be reimbursed upon presentation of appropriate documentation and will be fully funded by a combination of grant funds from either BTOP and/or Urban Areas Security Initiative (UASI) Program and/or the State Homeland Security Grants Program (SHSGP), and from the Authority's 2016-2017 Operating Budget, as appropriate.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

As the Authority's counsel, I have reviewed the recommended action.

AGREEMENTS/CONTRACTING

On behalf of the Authority, the Chair of the LA-RICS Board, or his designee, will have the authority to execute the Professional Services Contract with Mr. Edson through SD Edson, Inc., in accordance with the recommended action described in this letter.

Respectfully submitted,

TRUC MOORE
COUNSEL TO THE AUTHORITY

Enc.



Agreement

between

**The Los Angeles Regional Interoperable
Communications System Authority**

and

**SD Edson, Inc.,
a California Corporation**

_____, 2017

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PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of _____, 2017 ("Effective Date"), at Los Angeles, California, by and between the Los Angeles Regional Interoperable Communication System Authority, a California Joint Powers Authority (hereafter "Authority") and SD Edson, Inc. (hereafter "Consultant"), with a principal place of business in Orange County, California.

WHEREAS, the Authority requires the services of an Executive Director, and

WHEREAS, Consultant is well qualified to perform such services; and

WHEREAS, the parties desire to clarify their respective rights and obligations with regard to compensation, termination benefits, and other terms and conditions;

NOW, THEREFORE, the parties hereto agree as follows:

1.0 INTERPRETATION

This base document, along with Exhibit A, collectively form, and are referred to throughout and hereinafter as, the "Agreement." In reading and interpreting this Agreement, this base document and Exhibit A (Statement of Work), shall be given equal precedence.

2.0 TERM

Consultant shall begin performing services for the Authority on March 26, 2017 ("Start Date"), and shall continue such services for a period of two (2) years, or until terminated as provided in Section 7 (Termination) of this Agreement. As a condition of this Agreement, Consultant shall complete and pass a background investigation prior to the Start Date which is satisfactory to the Authority.

3.0 DESCRIPTION OF SERVICES

Consultant shall perform all of the duties of an Executive Director as set forth in Exhibit A (Statement of Work), and such additional duties as may be assigned by the Authority.

4.0 COMPENSATION

Consultant shall be compensated at a billed hourly rate of One Hundred and Five Dollars (\$105) per hour, for a total amount not to exceed Two Hundred Eighteen Thousand Four Hundred Dollars (\$218,400) per year. The yearly not to exceed amount may be increased pursuant to an amendment subject to the prior approval of the Authority's Board of Directors. The contract hourly rate may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase to Contractor shall not exceed the general salary movement granted to County of Los Angeles employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors for the County of Los Angeles from approving any increase in County employee salaries, no cost of living adjustments will be granted to Contractor.

- 4.2 Consultant shall be reimbursed for any reasonable travel and out of pocket expenses necessarily and actually incurred by Consultant in connection with the services performed under this Agreement, provided that such expenses are approved in writing by the Chair of the Authority. Such costs shall be billed directly on a monthly basis in the month that they are incurred and shall not be billed separate from the monthly hourly invoice. Reimbursement of travel costs shall not be included in calculation of the annual not to exceed amount. Travel costs are defined as travel:

(air, rail or mileage for use of personal automobile), ground transportation, lodging, meals, car rental, parking and toll fees and incidentals. Consultant shall furnish receipts, statement or other supporting documentation for authorized expenses upon the request of the Authority, and in compliance with the LA-RICS Travel Policy.

- 4.3 Consultant shall submit invoices on a monthly basis for work performed under this Agreement. Those invoices shall be paid within thirty (30) days of Authority's receipt of invoice.

5.0 AGREEMENT TO WAIVE RIGHTS TO BENEFITS

This is an at-will, independent contractor agreement for personnel services. As such, Consultant hereby waives and foregoes the right, if any, to receive any benefits which may be given by the Authority to its employees, including, but not limited to, health benefits, vacation and sick leave benefits, profit sharing plans, such as 401(k) plans. This waiver is applicable to all non-salary benefits which might otherwise be found to accrue to the Consultant by virtue of its services to the Authority, and is effective for the entire duration of this Agreement.

6.0 CONFLICT OF INTEREST

In addition to complying with all statutory financial disclosure and conflict of interest obligations, Consultant shall not accept employment or income or otherwise obtain a financial interest in, and shall not be financially compensated in any way to endorse or promote the products or services of, any business or vendor which contracts with the Authority.

7.0 TERMINATION

The Authority may cancel this Agreement at any time without cause upon thirty (30) days written notice to Contractor. Contractor may cancel this Agreement at any time without cause upon one-hundred and twenty (120) days written notice to the Authority. Upon termination, the Consultant's duties and authority under this Agreement shall cease.

8.0 NOTICE CONCERNING WITHHOLDING OF TAXES

Consultant recognizes and understands that it will receive an IRS 1099 statement and related tax statements, and will be required to report this income on its corporate tax return and to pay taxes in accordance with all provisions of applicable Federal and State law. Consultant hereby promises and agrees to indemnify the Authority for any damages or expenses, including attorney's fees, and legal expenses, incurred by the Authority as a result of Consultant's failure to make such required payments.

9.0 TASKS, DUTIES, AND SCOPE OF WORK

9.1 Consultant agrees to devote as much time, attention, and energy as necessary to professionally perform the services set forth on Exhibit A (Statement of Work).

9.2 Consultant shall additionally perform any and all tasks and duties associated with Exhibit A (Statement of Work). Consultant shall not be entitled to engage in any activities in connection with the Authority which are not expressly set forth in this Agreement.

9.3 The books and records related to Exhibit A (Statement of Work) shall be maintained by the Consultant at the Consultant's principal place of business and open to inspection by the Authority during regular working hours. Documents to which the Authority will be entitled to inspect include, but are not limited to, any and all contract documents, change orders and work authorized by Consultant or the Authority on existing or potential projects related to this Agreement.

9.4 Consultant shall be responsible to the Chair and Board of Directors of the Authority, but Consultant has sole discretion to follow or establish a regular or daily work schedule. Consultant shall supply all necessary equipment, materials and supplies. Consultant may use but will not rely

on the equipment or offices of the Authority for completion of tasks and duties set forth pursuant to this Agreement. Any advice given by the Authority to Consultant regarding Exhibit A (Statement of Work) shall be considered a suggestion only, not an instruction. The Authority retains the right to inspect, stop, or alter the work of Consultant to assure its conformity with this Agreement.

- 9.5 Consultant warrants and represents that he has complied with all Federal, State, and local laws regarding business permits, sales permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said business and the services which are to be performed as an independent contractor pursuant to this Agreement.

10.0 NON-DISCLOSURE OF PROPRIETARY INFORMATION

Consultant agrees not to disclose or communicate, in any manner, either during or after the term of this Agreement, proprietary information about the Authority, and its operations. Consultant acknowledges that such proprietary information is material and confidential and that it affects the operations of the Authority. Consultant understands that any breach of this provision, or that of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement. To the extent Consultant feels they need to disclose confidential information, they may do so only after obtaining written authorization from the Authority.

11.0 EXPENSE ACCOUNTS

Consultant and the Authority agree to maintain separate accounts in regards to all expenses related to performing the services set forth on Exhibit A (Statement of Work). Consultant is solely responsible for payment of expenses incurred pursuant to this Agreement unless provided otherwise in writing by the Authority. Consultant agrees to execute and deliver any agreements and documents prepared by the Authority and to

do all other lawful acts required to establish document and protect such rights.

12.0 WORKS FOR HIRE

Consultant agrees that the work set forth on Exhibit A (Statement of Work), and all tasks, duties, results, inventions and intellectual property developed or performed pursuant to this Agreement are considered "works for hire" and that the results of said work is by virtue of this Agreement assigned to the Authority and shall be the sole property of the Authority for all purposes, including, but not limited to, copyright, trademark, service mark, patent, and trade secret laws.

13.0 LEGAL COMPLIANCE

Consultant is encouraged to treat any Authority employees, customers, clients, business partners and other affiliates with respect and responsibility. Consultant is required to comply with all laws, ethical codes and company policies, procedures, rules or regulations, including those forbidding sexual harassment, discrimination, and unfair business practices.

14.0 LICENSING AND INSURANCE

Consultant agrees to immediately supply the Authority with proof of any licensing status required to perform the works set forth on Exhibit A (Statement of Work) pursuant to this Agreement, Workers' Compensation Coverage where required by law and General Liability Insurance, upon request of the Authority.

15.0 NOTICES

Any notice to be given hereunder by any party to the other may be affected either by personal delivery in writing, or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses below, but each party

may change their address by written notice in accordance with this paragraph:

To Authority:

Truc L. Moore
Office of the County Counsel
World Trade Center
350 South Figueroa St., Suite #700
Los Angeles, CA 90071
(213) 808-8779 (telephone)
(213) 693-4904 (facsimile)

To Consultant:

SD Edson, Inc.
Attention: Scott D. Edson
2080 S Torrey Pines Ct.
La Habra, CA 90631
(714) 988-3820 (office)

Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing. Consultant agrees to keep the Authority current as to its business and mailing addresses, as well as telephone number and e-mail address.

16.0 INDEMNIFICATION AND INSURANCE.

- 16.1 Consultant shall indemnify, defend and hold harmless the Authority from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the Authority.
- 16.2 Pursuant to the requirements of Section 6148 of the California Business & Professions Code, Consultant hereby warrants and represents that he presently maintains Errors & Omissions Insurance Coverage from a third-party insurer or insurance underwriter.
- 16.3 Consultant shall name the Authority as an additional insured on all related insurance policies including workers compensation and general liability.

16.4 Consultant shall maintain the following insurance coverage requirements:

16.4.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the Authority and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

16.4.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Consultant's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

16.4.3 Professional Liability/Errors and Omissions Insurance covering Consultant's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Consultant understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

17.0 CONTAINMENT OF ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto, except for any separately signed confidentiality, trade secret, non-compete or non-disclosure agreements to the extent that these terms are not in conflict with those set forth herein.

18.0 REPRESENTATION

Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all parties hereto.

19.0 PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or void, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

20.0 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed under, the laws of the State of California. Jurisdiction and venue for all purposes shall be in the County of Los Angeles, State of California.

IN WITNESS WHEREOF, the Board of Directors of the Authority has caused this Agreement to be subscribed on its behalf by its Chair, and Consultant has signed this Agreement, which shall have the Effective Date of the day, month and year first written above.

LOS ANGELES REGIONAL
INTEROPERABLE
COMMUNICATIONS SYSTEM
AUTHORITY

CONSULTANT

Dean Gialamas
Authority Board of Directors

Scott D. Edson
SD Edson, Inc.

APPROVAL AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____

Truc L. Moore
Principal Deputy County Counsel

STATEMENT OF WORK

The LA-RICS Executive Director is responsible for the development, coordination, integration, and continued maintenance of a regional public safety interoperable communications network. This position reports to the Joint Powers Authority Board of Directors and serves as the primary liaison for supporting interoperability between the Authority, state, federal, county and city agencies. The Executive Director independently serves as the highest level of technical and administrative review of the LA-RICS project and is responsible for the overall management of this program. Responsibilities consist of the following:

1. Direct the preparation and implementation of the LA-RICS long-range project plan to include system engineering and design, system build out, acceptance testing, migration, and user training; monitor and evaluate accomplishments of plan objectives; and periodically update the plan.
2. Provide overall leadership and direction while managing the development and implementation of all phases of the LA-RICS project, including vendor selection, contract negotiation, project development, site development, construction and ongoing operations.
3. Oversee group managers from participating agencies tasked with various technical, operational, and administrative responsibilities.
4. Implement goals and objectives established by the Board of Directors in coordination with law enforcement, fire, and emergency medical communications needs.
5. Ensure that the Board and stakeholders are well informed of the progress and issues relating to LA-RICS; provide monthly reports to the Board regarding status of the project and accomplishments.

6. Ensure that all stakeholder needs are identified and properly addressed.
7. Provide support for meetings of the Board of Directors.
8. Negotiate and recommend approval of all contracts necessary for the operation of the Authority.
9. Serve as primary liaison with affected local, state, and federal agencies necessary for the successful implementation of LA-RICS; promote the interchange of information and data to achieve maximum system compatibility.
10. Develop strategic plans in collaboration with various agencies and community stakeholders that facilitate the implementation of the LA-RICS project.
11. Assist with analyzing, finalizing, and implementing funding plan options for the Authority.
12. Undertake ad hoc assignments from the Authority's Board of Directors as required.