



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS MEETING

Thursday, August 5, 2021 • 9:00 a.m.

Microsoft Teams Meeting*

Link: [Click here to join the meeting](#)

Call-in Number for Board Members and Public:

Telephone Number: (323) 886-6924

Conference ID: 266 359 473#

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

AGENDA POSTED: July 30, 2021

Complete agendas are available on the Authority's website at <http://www.la-rics.org>.

**The procedures used for this Teleconference Meeting are permitted pursuant to Executive Order N-29-20 issued on March 17, 2020, by the Governor of the State of California.*

MEMBERS:		ALTERNATES:	
1.	Fesia Davenport , CEO, County of Los Angeles	1.	John Geiger , General Manager, CEO, County of Los Angeles
2.	Daryl L. Osby , Vice-Chair, Fire Chief, County of Los Angeles Fire Department	2.	Eleni Pappas , Deputy Fire Chief, County of Los Angeles Fire Department
3.	Alex Villanueva , Chair, Sheriff, Los Angeles County Sheriff's Department	3.	Eli Vera , Chief, Los Angeles County Sheriff's Department
4.	Cathy Chidester , Director, EMS Agency, County of Los Angeles Department of Health Services	4.	Kay Fruhwirth , Assistant Director, EMS Agency, County of Los Angeles Department of Health Services
5.	Vacant Seat , The Los Angeles Area Fire Chiefs Association	5.	Vacant Seat , The Los Angeles Area Fire Chiefs Association
6.	Brian Solinsky , Interim Police Chief, City of South Pasadena Police Department	6.	Vacant Seat , The Los Angeles County Police Chiefs Association
7.	Mark R. Alexander , City Manager, CA Contract Cities Association	7.	Marcel Rodarte , Executive Dir., CA Contract Cities Association
8.	David Povero , Chief of Police, City of Covina Police Department	8.	Ric Walczak , Captain, City of Covina Police Department
9.	Mark Fronterotta , Chief of Police, City of Inglewood Police Department	9.	Ed Ridens , Deputy Chief, City of Inglewood Police Department
10.	Chris Nunley , Chief of Police, City of Signal Hill Police Department	10.	Brian Leyn , Captain, City of Signal Hill Police Department

OFFICERS:	
Scott Edson , Executive Director	
Arlene Barerra , County of Los Angeles Auditor-Controller	
Keith Knox , County of Los Angeles, Treasurer and Tax Collector	
Susy Orellana-Curtiss , Administrative Chief	
Beatriz Cojulun , Board Secretary	



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

I. CALL TO ORDER

II. ANNOUNCE QUORUM – ROLL CALL

III. APPROVAL OF MINUTES (A)

A. July 8, 2021 – Minutes

Agenda Item A

IV. PUBLIC COMMENTS

V. CONSENT CALENDAR – NONE

VI. REPORTS (B-E)

B. Director's Report – Scott Edson

- Executive Summary

Agenda Item B

C. Project Manager's Report – Justin Delfino

Agenda Item C

D. Joint Operations and Technical Committee Chairs Report – Ted Pao and Lieutenant Sven Crongeyer

E. Finance Committee Chairs Report – No Report

VII. DISCUSSION ITEMS (F-I)

F. PSBN Round 2 Implementation and Construction Update – Chris Odenthal

Agenda Item F

G. Frequency and Licensing Issues Impacting Land Mobile Radio Deployment – Ted Pao

Agenda Item G



- H. Update on Coastal Commission Sites in the Land Mobile Radio System – Tanya Roth

Agenda Item H

- I. Outreach Update – Lieutenant Sven Crongeyer

Agenda Item I

VIII. ADMINISTRATIVE MATTERS (J-K)

J. APPROVE AMENDMENT NO. 65 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM

It is recommended that your Board:

1. Make the following findings with respect to the reconciliation of Phase 2 (Site Construction and Site Modification) work for one (1) LMR System Site:
 - a. Find that (a) approval of Unilateral Amendment No. 4 to contemplate the changes necessary to reflect the reconciliation of Phase 2 (Site Construction and Site Modification) work at one (1) LMR System Site, San Pedro Hill (SPH), is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at this site, which your Board previously found statutorily exempt from review under the California Environmental Quality Act (CEQA) on December 12, 2016 pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System (LA-RICS) project, and any leased circuit work that may occur outside of Site SPH, if needed to provide network connectivity to the LMR System, categorically exempt under CEQA pursuant to Guidelines section 15301 (existing facilities), 15303 (new construction or conversion of small structures) and 15304 (minor alterations to land).
2. Approve Unilateral Amendment No. 4, in substantially similar form to the Enclosure, to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI), which revises the Agreement to reconcile Phase 2 (Site Construction and Site Modification) work at the SPH site, as further described in this Board Letter, for a cost increase in the amount of \$945,937.



3. Authorize an increase to the Maximum Contract Sum in the amount of \$945,937 from \$287,738,017 to \$288,683,954.
4. Allow for the issuance of one of more Notices to Proceed for the Work contemplated in Unilateral Amendment No. 4.
5. Delegate authority to the Executive Director to execute Unilateral Amendment No. 4, in substantially similar form, to the enclosed Amendment.
6. If, however, the parties are able to reach consensus on the price of the work, the delegations and authorizations set forth in Recommendation Actions 1-5 shall apply to such work being included in Amendment No. 65, in lieu of using Unilateral Amendment No. 4.

Agenda Item J

K. DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR A LAND MOBILE RADIO SYSTEM SITE WITH SADDLE PEAK COMMUNICATIONS

It is recommended that your Board:

1. Find that the approval and execution of the SAA with Saddle Peak Communications for LMR Site MCI to allow the design, construction, implementation, operation and maintenance activities for the LMR System at Site MCI are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Regs. ("CEQA Guidelines") Sections 15301, 15302, 15303 and 15304 for the reasons stated in this Board Letter and as noted in the record of the project. Further, find that any leased circuit work that may occur outside of Site MCI, if needed to provide network connectivity to the LMR System, is categorically exempt under CEQA pursuant to CEQA Guidelines Sections 15301, 15303 and 15304 for the reasons stated in this letter and as noted in the record of the project.
2. Authorize the Executive Director to complete negotiations, finalize and execute the real estate agreement identified herein, substantially similar in form to the agreement attached hereto as Enclosure 1.

Agenda Item K

IX. MISCELLANEOUS – NONE



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

XI. CLOSED SESSION REPORT

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

XII. ADJOURNMENT AND NEXT MEETING:

Thursday, September 2, 2021, at 9:00 a.m., via Microsoft Teams / Teleconference Meeting.



BOARD MEETING INFORMATION

In accordance with Executive Order No. 25-20 on March 17, 2020 by the Governor of the State of California, this Meeting can be conducted via teleconference. Members of the public are invited to participate in the Teleconference meeting via the phone number provided above, and 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) requests 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.)

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 as soon as possible. (323) 881-8291 or (323) 881-8295.

SI REQUIERE SERVICIOS DE TRADUCCION, FAVOR DE NOTIFICAR LA OFICINA LO MAS PRONTO POSIBLE. (323) 881-8291 o (323) 881-8295.

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



BOARD OF DIRECTORS MEETING MINUTES

**LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

Thursday, July 8, 2021 • 9:00 a.m.
Conducted via Microsoft Teams Meeting*

Board Members Present:

Cathy Chidester , Dir., EMS Agency, County of Los Angeles Department of Health Services
Mark Alexander , City Manager, CA Contract Cities Association
Chris Nunley , Chief of Police, City of Signal Hill Police Department
David Povero , Chief, City of Covina Police Department

Alternates For Board Members Present:

John Geiger , General Manager, County of Los Angeles
Elani Pappas , Alternate Vice-Chair, Deputy Fire Chief, County of Los Angeles Fire Dept.
Eli Vera , Alternate Chair, Chief, Los Angeles County Sheriff's Department
Ed Ridens , Deputy Chief, City of Inglewood Police Department

Officers Present:

Scott Edson , LA-RICS Executive Director
Susy Orellana-Curtiss , Administrative Deputy
Vacant , LA-RICS Board Secretary

Absent:

Brian Solinsky , Interim Police Chief, City of South Pasadena Police Department
Vacant Seat , The Los Angeles Area Fire Chiefs Association



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

I. CALL TO ORDER

Alternate Chair, Eli Vera, called the Board meeting to order at 9:05 a.m.

II. ANNOUNCE QUORUM – Roll Call

Administrative Deputy Susy Orellana-Curtiss took the roll and acknowledged a quorum was present.

III. APPROVAL OF MINUTES (A)

A. June 3, 2021 – Minutes

Alternate Chair Vera asked if there were any questions or comments from the Board.

Board Member David Povero motioned first, seconded by Board Member Mark Alexander.

Ayes 8: Alexander, Povero, Geiger, Pappas, Chidester, Ridens, Nunley, and Vera.

MOTION APPROVED.

IV. PUBLIC COMMENTS - NONE

V. CONSENT CALENDAR – NONE

VI. REPORTS (B-E)

B. Director's Report – Scott Edson

Long Term Evolution Round 2 (LTE2) Update

Executive Director Scott Edson stated that LTE2 sites 1-20 have been completed since the Summer of 2020 and staff continue to assist AT&T as they take possession of the LTE2 equipment. Project Director Chris Odenthal will provide additional details relating to the wrap up of these activities for LTE1 and LTE2.



LMR Frequency Update

Executive Director Edson stated the Authority continues to work closely with County of Los Angeles (County) partners including the Internal Services Department (ISD) on frequency interference and licensing issues affecting the Authority's Land Mobile Radio (LMR) System. The Authority is exploring creative ways to mitigate certain issues with Channel 15 and 16 interference, which in certain instances is caused by weather. In parallel, the Authority is working with Motorola Solutions, Inc. (Motorola) team to ensure the best coverage for the Public Safety users, as well as working closely with operations groups to ensure timely migration of users onto the system.

Executive Director Edson indicated that Technical Lead Ted Pao will provide additional details under Agenda Item G.

Coastal Sites Update

Executive Director Edson said that progress has been made on the coastal sites. On June 6, 2021, Motorola submitted the final Coastal Development permit application for the TOP-RELAY site, as well as its processing fees payment. This prompted the County of Los Angeles Regional Planning staff's commencement review of the packet. The Authority is working closely with Regional Planning in an effort to make-up some of the time lost during the development of the application, with the hopes of potentially expediting the Regional Planning's review prior to commencement of the Public Hearing process.

Executive Director Edson went on to say the MCI site is an existing 70' lattice tower adjacent to the originally proposed Saddle Peak site. He stated that on July 2, 2021, he signed a letter of intent, which was the first step to formalizing an agreement with owners at that MCI location.

- The Authority is working with the County of Los Angeles Sheriff's Department (LASD) and the County of Los Angeles Real Estate to ensure the site provides beneficial use to all parties while maintaining the critical path of the schedule.
- Executive Director Edson was happy to report the start of construction at Fire Station 72 (LACFS072) in the coastal area near Malibu, on June 14, 2021. This is huge accomplishment for the region and public safety, especially since this site will address a decade's old communications gap in the area.
- Despite some road access issues impacting Motorola's ability to bring certain equipment to the island, construction began on all three (3) sites on July 1, 2021.
- The Authority is working closely with Motorola, the City of Avalon, and the Catalina Conservancy to ensure no time is lost due to the second amendment needed for the road access permit.



Executive Director Edson stated Deputy Program Manager Tanya Roth will provide the Board with additional details relating to Catalina and other coastal sites under Agenda Item H.

Grants Update

Regarding Grants, Executive Director Edson said that while awaiting reimbursement on the final package submitted for UASI 18', the Authority continues to work under the UASI 19' grant. The Authority continues weekly communications with the Grantor, the State, and the City Grant Administrator as they are tracking the Authority's progress. In May 2021, Motorola requested placement of retention and holdback funds into an escrow account. The Authority checked with the Federal Grantor via the State Administrator, and on July 1, 2021, the Governor's office Emergency Services sent a letter to Executive Director Edson stating that they will only approve funds under certain conditions:

- Funds are only released once project completion and system acceptance is achieved;
- Funds be kept separate and apart from the intended beneficiary;
- Maintain funds in a federally insured interest bearing account with interest earned beyond \$500 a year to be remitted to the federal government;
- Prior to the release of funds into the escrow the Authority is to provide the Grantor a copy of the Integrated Master Schedule (IMS) reflecting the completion date of the project; and
- Reminder that performance period end-date for the UASI 19' grant continues to be May 2022, and that its liquidation of all obligations occur within the closeout period.

Executive Director Edson said the Federal Grantor reminded the Authority they would not entertain any extension requests until the IMS was received as along with the Project Team assurance the terms of the contract are adhered and meeting the schedule completion date is confirmed.

Executive Director Edson said that on June 15, 2021, Motorola submitted an IMS. The Authority prepared an in-depth analysis of the IMS and provided Motorola with a list of items that required clarification and additional information in an attempt to achieve consensus on the IMS. Director Edson went on to say that on July 1, 2021, the Authority met with Motorola to go over the Authority's comments. Following the comment review, Motorola's schedule was to incorporate certain comments, provide comparison dates and analysis, and reconvene the schedule discussion this week. On July 6, 2021, Executive Director Edson and the Authority were surprised to learn that Motorola Project Director was on a two (2) week personal time off, with the Construction Manager being off this week as well. Understanding the IMS is an integral



component to ensure timely completion project milestones, management of resources and effective planning are required to achieve system acceptance. The Authority has again required the Program Director make decisions and work towards progress on the consensus IMS, despite the Project Director time off.

Executive Director Edson continued stating as everyone works to achieve consensus on the IMS, the Authority is looking at other options in order to cross the finish line, reminding the Board of previously approved delegated authority to issue procurements for the design and build certain LMR sites. On June 22, 2021, the Request for Proposal (RFP) for LMR engineering design and certain services was issued. The Pre Proposer's Conference took place on July 6, 2021, with several interested contractors in attendance. On July 19, 2021, the proposals are due. He stated that he hopes to provide the Board with an update at the next Board meeting on August 5, 2021.

Outreach

Executive Director Edson stated during the Authority's discussions regarding the onboarding of users, the Outreach team has been asked about the project completion date, which is another reason a consensus IMS is so important. As the Authority works towards that goal, a realistic completion date is pointing to August of 2023, although, the date is not yet confirmed. Executive Director Edson stated Lieutenant Crongeyer would provide the outreach activities of the previous month under Agenda Item I.

In-Person Meetings

Executive Director Edson stated the Authority continues to review the opportunity for in-person meetings. The Authority has adapted the County mode in procurement and fiscal policies, and by staffing the administrative support team with County employees assigned via a Memorandum of Understanding. Executive Director Edson went on to say that while exploring protocols for resumption of in-person meetings County Counsel has informed the Authority that protocols are still a work in progress. In an effort to allow for open discussion, the Board has before them Agenda Item J to consider appropriate resumption of the in-person Board and Committee meetings.

Director Edson concluded by addressing the two (2) Administrative Matters before the Board, one being the election of the Board's Chair and Vice-Chair under Agenda Item K, and the other item being the appointment of the Board Secretary under Agenda Item L, respectively.

Executive Director Edson thanked the Chair and Board members and concluded his report.

There was no further discussion.



C. Project Manager's Report – Justin Delfino

LMR PROGRAM CONSTRUCTION OVERVIEW

Program Manager Delfino provided an update on the construction overview and shared some recent successes on the LMR Program.

Mr. Delfino shared an LMR Network diagram (map) which reflected the tangible progress made to the 700 MHz DTVRS system.

- The I-5 North Desert, majority of the Angeles National Forest (ANF), and Downtown Los Angeles cell are on the air. The hydra coverage map significantly matches the predictive maps that were initially issued during the design phase of the network. There is a gap on the west side, since we have a site not online in that region, in addition the East Cell is not et online, however, this is good progress at this time.

Open and Active Sites:

Program Manager Delfino read off a list of active construction sites:

- Burnt Peak 1 (BUR1), Pine Mountain (PMT), Rancho Palos Verdes TEE (RPVT), Green Mountain (GRM), Mount Lukens-2 (MTL2), Universal Studios (UNIV), Black Jack Peak (BJM), and Frost Peak (FRP).
- Two (2) sites started construction Tower and DPK, leaving only three (3) sites to start construction, San Pedro Hill (SPH), TOP-RELAY (Topanga Peak RELAY), and Saddle Peak (SPN).
- The Phase 2 build-out of the network is approximately 91% complete, since 55 sited have started out of the total of 58 sites and the majority of the 55 are completed.
- The June 3, 2021, report indicated that ISSI connection to ICI system had successfully been tested at Mirador (MIR). This month the focus is getting Long Beach connection made vial ISSI as well.
- Two (2) recently started sites, ESR and LACF072 are making good headway given they each require demolition before the install of the LA-RICS equipment can commence.
- Zero recordable injuries to-date.

SAA's:

All site access agreements are complete.



Open Issues Unresolved:

Program Manager Delfino stated the IMS is the key item at this time. Motorola submitted a June 8, 2021 data-date IMS that should have been submitted with a Work Acceptance Certificate (WAC), but was not. Motorola then submitted a June 15, 2021, "Information Only" IMS, and later emailed a Work Acceptance Certificate (WAC) containing several caveats. At this point, the Authority is looking for and working towards a submission for acceptance.

Program Manager Delfino referenced what Executive Director Edson stated in regards to the comments to the schedule, right now the focus is on Phase 4a and Phase 4b, because the majority of the work in Phase 2 is complete or rapidly completing. The Surety does remain involved in reviewing all claims against the contractor, as well as the Authority working to supply them with all of the information in an effort to comply with their research.

Program Manager Delfino featured site Rancho Palos Verde TEE (RPVT), as it plays an important role to backhaul in connection to Catalina Island sites, which are now under construction. RPVT is the Golf Course site (slide shown) which depicts a very complicated formwork for a slab on grade foundation and the site is roughly 35-40% completed at this time. The Authority is discontent with the 231-days that Motorola plans to build the site, but does consider that this site was impacted by unforeseen buried concrete, perhaps old golf cart path/debris removal work under the site.

This concludes the Project Manager's Report.

There was no further discussion.

D. Joint Operations and Technical Committee Chairs Report – No Report

E. Finance Committee Chair Report – No Report

VII. DISCUSSION ITEMS (F-J)

F. PSBN Round 2 Implementation and Construction Update – Chris Odenthal

Program Director Chris Odenthal provided an overview of the PSBN Round 2 transition to AT&T, stating the only site still under construction is Pomona Court House (POM2), nearing completion, roughly the third or fourth week of July 2021. POM2 has power and only a bit of electrical work needed, as well as wrap up of power work.

Public Safety Broadband Network (PSBN/LTE) Round 2 is completed. Sites 1-20 have been transferred to AT&T and notified the Grantor, National Telecommunications and



Information Administration (NTIA) of the same. AT&T is currently updating the Unified Communications and Collaboration (UCC) filings projected to be done by August 1, 2021.

There was no further discussion.

G. Frequency and Licensing Issues Impacting Land Mobile Radio Deployment – Ted Pao

The Authority's Lead Engineer Ted Pao stated as reported last month the Authority received Spectrum Fingerprinting and Noise Floor Monitoring Report as part of Amendment 40 scope of work with Motorola. The reports show some sites have external interference that has affected the Authority's predicted in-bound coverage. These reports and coverage maps were shared with the County on April 28, 2021, in an effort for the County/ISD to make its independent determination on the interference issue.

Lead Engineer Pao stated a technical working group was formed with personnel from ISD and the Authority to validate the spectrum fingerprinting reports. Since forming the technical workgroup, the group gathered data from three (3) sites, Compton Court Building (CCB), Rolling Hill Transmit (RHT), and San Pedro Hill (SPH). The preliminary data indicates there is still interference coming from San Diego's television station KDTF potentially attributed to the seasonal ducting atmospheric condition. He went on to say that data also indicated there has been a reduction of the interference signal from non-ducting conditions. The Authority believes the relocation of the KDTF to Soledad Mountain has helped to reduce the interference. ISD has advised the regulatory process to further mitigate the KDTF issue is not possible. The Authority will now look for a technical solution to minimize the interference impact to the Authority's UHF subsystems.

Lead Engineer Pao expressed that there is good news on the Federal Communications Commission (FCC) UHF licensing front. He said that of the 93 applications for our UHF subsystems, FCC has granted 79 licenses. There is a batch of Channel 15 applications that were modified with technical parameters that are still going through the FCC administrative review process. He also said the remaining three (3) applications are associated with the Tejon Peak (TPK) site. TPK is situated in the very northwest corner of the County. Due to the distance limitation of license parameters and the close proximity to other broadcast stations in the north, this site will need to go through an extended review process by the FCC. Overall this is very good news, the Authority is now able to turn on sites for those licensed locations.

There was no further discussion.



**(DUE TO TECHNICAL DIFFICULTIES CHAIR VERA RECOMMENDED
DISCUSSION ITEM H BE TAKEN OUT-OF-ORDER AND PROCEEDED WITH
DISCUSSION ITEM I)**

I. Outreach Update – Executive Director Edson

Executive Director Edson provided the outreach update. The Authority has met with Contract Cities that County of Los Angeles Sheriff's Department (LASD) police. The Authority met in regards to them wanting to subscribe to the radio system, because they are working closely with code enforcement and other traffic enforcement alongside the LASD. The Authority also checked the coverage route of the Rose Parade, having deputies walk coverage route making sure frequencies were available for them.

Executive Director Edson stated the Authority continues to work with the City of Inglewood for their policing events and communications at the SoFi Stadium.

Executive Director Edson said the Authority is also working with the local radio association testing, evaluation and to address licensing issues.

Executive Director Edson attended a super user group meeting with AT&T FirstNet Services, which allowed an opportunity voice need for enhancements to FirstNet Services.

Executive Director Edson also participated in the International Association of Police, Communications and Technology committee. A lot was learned regarding the future of technology and having a better use of technology to benefit radio systems throughout this region.

This concluded the update.

Board Member Mark Alexander stated City Managers group of the Contract Cities are starting to meet up again and believes it would be worthwhile to schedule a presentation from the LA-RICS for Contract Cities/City Managers, since it has been a while since the last discussion.

Executive Director Edson concurred with Board Member Alexander stating the Authority needed to have the IMS for system completion date confirmation. He further added that it seems as though the Authority is getting close to that and would start working with Board Member Alexander and Alternate Board Member Marcel Rodarte to get on calendar.

There was no further discussion.



H. Update on Coastal Commission Sites in the Land Mobile Radio System – Chris Odenthal

The purpose of this discussion item is to provide an update on key milestones for the Land Mobile Radio (LMR) System sites within the Coastal Zone. Program Director Odenthal stated TOP-RELAY site is currently under review with the Department of Regional Planning (DRP). Mapping this out from a timeline perspective, without a substantial appeal process, the Coastal permit is expected sometime in Q1 2022. The scope of this site is smaller than other sites, as this is adding infrastructure to a previously permitted site

This concludes the update.

There was no further discussion.

J. Resumption of In Person Board Meetings – Executive Director Edson

Executive Director Edson said this item provides the Board an opportunity to discuss the resumption of in person Board meetings. As presented in his Director's report, the Authority is following the County's protocols, which at this point are being developed. Director Edson stated staff would continue to monitor the item and report back as developments are made.

Board Member Alexander suggested that Executive Director Edson continue to monitor the situation and that when the County issues protocols for meeting in person again, if the Authority could explore the possibility of a hybrid option for those who want to meet in person and those who find it extremely convenient to participate in the meetings virtually. Director Edson stated we will be sure to consider the hybrid option.

There was no further discussion.

VIII. ADMINISTRATIVE MATTERS (K-L)

K. Election of Chairperson and Vice-Chairperson

Executive Director Edson stated that in accordance with the JPA Agreement, the Board should consider whether to elect a new Chair and Vice-Chair of the LA-RICS Joint Powers Authority (JPA) Board of Directors. The Board may continue to elect the current Chair and Vice-Chair for another one-year term, or consider other Board members.

He went on to say that any new Chair and Vice-Chair that would be elected would assume this role effective July 9, 2021.



Executive Director Edson continued by saying that as required in the JPA Agreement under Article 3, Section 1.01, the Board shall elect a Chairperson and Vice-Chairperson from among the Directors. The Chairperson shall sign all contracts on behalf of the Authority (unless delegated to the Executive Director), and shall perform such other duties as may be imposed by the Board. In the absence of the Chairperson, the Vice-Chairperson can sign contracts (unless delegated to the Executive Director) and perform all of the Chairperson's duties. Executive Director Edson handed the item over to the Board to consider and vote on nominations for a Chairperson and Vice-Chairperson.

Alternate Chair Eli Vera stated on behalf of Sheriff Alex Villanueva, the Sheriff is very committed to the LA-RICS project and its completion. He continues to have a strong desire to remain as the Chair.

Board Member Alexander stated he supports keeping both Chair and Vice-Chair positions the same, provided the Fire Chief is also willing to continue to serve in role of Vice-Chair.

Alternate Board Member Eleni Pappas stated on behalf of Fire Chief Daryl Osby, he still is committed to the program and would like to see it through to completion and is still interested in maintaining the Vice-Chair position.

Board Member Alexander motioned first, for both Chair Alex Villanueva and Vice-Chair Osby remain in their positions. The motion was seconded by Board Member Chris Nunley.

Ayes 8: Alexander, Nunley, Chidester, Geiger, Povero, Ridens, Pappas, and Vera.

MOTION APPROVED.

L. APPOINTMENT OF BOARD SECRETARY

Executive Director Edson presented Agenda Item K.

Appointment of a Board Secretary is required based on the Joint Powers Agreement for the Authority, Article III, 3.01.

Executive Director Edson stated that Beatriz Cojulun has been employed with the County of Los Angeles for twenty-six (26) years. She has worked as LA-RICS staff assistant since 2011 providing analytical and administrative support to the Contracts, Grants, Budget and Fiscal sections of the program as well as administrative support to the Executive Director. Ms. Cojulun also serves as the LA-RICS Finance Committee Secretary since 2015. Prior to her assignment to LA-RICS, Ms. Cojulun worked at the



County of Los Angeles Treasurer and Tax Collector, within the administrative/secretarial support section reporting directly to the Administrative Chief providing administrative support to Human Resources, Budget, Fiscal, Contracts and Grants sections of the Department.

We request your Board to appoint Beatriz Cojulun as the Board Secretary. Executive Director Edson went on to say that this was in replacement of Priscilla Lara who previously served as Board Secretary and recently promoted to a new position. Director Edson asked for motion to approve the staff recommendation.

Board Member Alexander motioned first, seconded by Board Member David Povero.

Ayes 8: Alexander, Chidester, Geiger, Pappas, Povero, Ridens, Nunley, and Vera.

MOTION APPROVED.

IX. MISCELLANEOUS – NONE

X. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE BOARD – NONE

XI. CLOSED SESSION REPORT

The Board entered into Closed Session at 9:38 a.m.

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

The Board returned from Closed Session at 9:54 a.m., Counsel Truc Moore stated the Board is now back in open session and the Brown Act does not require a report.

XII. ADJOURNMENT AND NEXT MEETING:

Alternate Board Member Vera called for a motion to adjourn.

The Board meeting adjourned at 9:56 a.m., and the next meeting will be held on Thursday, August 5, 2021, at 9:00 a.m., via Microsoft Teams / Teleconference Meeting.

Executive Summary

August 5, 2021

LTE Update




- PSBN Round 2 – Sites 1-20 have been complete since Summer 2020. For all sites, there were no recordable injuries, labor compliance violations, nor environmental findings on the build-out. Regarding Sites 21-26, the Authority has completed all builds except for Pomona Court House 2 (POM2), which is planned for completion by the end of August, based on the pause created with the building alarm being triggered during work at the site. Closeout materials for the five (5) sites constructed are assembled and are under review by FirstNet/ AT&T for acceptance. The Authority and its contractors are poised to bolster improved AT&T/ FirstNet coverage in the region with the delivery of public safety grade LTE sites in 2021.

LMR Update

- Phase 2
 - Building Permit(s) Total site count remains at fifty-nine (59) sites for the LA-RICS LMR Network. TOP-RELAY has been submitted for consideration to the County of Los Angeles Department of Regional Planning on behalf of the California Coastal Commission. Site Saddle Peak (SPN) is currently under review by Los Angeles County Department of Public Works (DPW).
 - Motorola submitted IMS 07/13/21DD on 07/28/21, with a finish date shown as 10/05/23.
 - Below is a breakdown of site progress:
 - Nearing the Phase 2 and Phase 4a completion:
 - Loop Canyon (LPC), Portal Ridge (PRG), Whitaker Middle Peak (WMP), Magic Mountain Link (MML)
 - Started construction in the last month:
 - East Sunset Ridge (ESR) waiting to begin construction
 - Sites remaining to start construction Saddle Peak (SPN)/MCI, TOP-RELAY, and San Pedro Harbor (SPH) (08/09/21 start)
- Phase 4 – Optimization and Closeout
 - Eleven (11) cells are on the air
 - Cutover plans currently being developed and integrated into the IMS.
 - ISSI tested and used with Torrance and Inglewood using LA-RICS and ICI.
 - Twenty-three (23) sites have undergone the Phase 4 audit and the corresponding closeout books were submitted.

LMR SITES



Sites Phase 2 Not Started (3)	
Sites Under Construction (14)	
Sites Phase 4a Ready (41)	

AGENDA ITEM B

LA-RICS GRANT STATUS					
Grant	Award	Costs Incurred/NTP Issued	Invoiced / Paid	Remaining Balance	Performance Period
UASI 12	\$18,263,579	\$18,263,579	\$18,263,579	\$-	3/31/17
UASI 13	\$13,744,067	\$13,744,067	\$13,744,067	\$-	3/31/18
UASI 14	\$4,997,544	\$4,997,544	\$4,997,544	\$-	7/31/17
UASI 16	\$5,240,455	\$5,240,455	\$5,240,455	\$-	5/31/19
UASI 17	\$34,763,750	\$34,763,750	\$34,763,750	\$-	5/31/20
UASI 18	\$35,000,030	\$35,000,030	\$ 35,000,030	\$-	5/31/21
UASI 19	\$35,000,000	\$34,936,591	\$ 1,895,304	\$63,409	5/31/22
BTOP	\$149,608,227	\$149,608,227	\$149,608,227	\$ 0*	9/30/20

*\$0 Balance remaining to NTP on activities approved through Special Award Condition Amendment No. 30.

Los Angeles Regional Interoperable Communications System

PROJECT DESCRIPTION

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

Currently, there is duplication of systems which leads to increased costs while continuing to inhibit first responders' ability communicate with each other. Many legacy systems around the County are obsolete and well beyond their useful life. The LA-RICS Project vision is to provide innovative solutions for the public safety community by removing barriers to interoperable voice and data communications and allow individuals and agencies to focus on accomplishing their mission with the tools necessary to provide excellent service to their communities. To accomplish this vision, the program is implementing 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.

Design, construction, and deployment of a County-wide Land Mobile Radio (LMR) voice network utilizes 59 sites. All sites in both the LMR and LTE augmentation 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 Project Management Company

Communications Vendor:

LMR - Motorola Solutions, Inc.
LTE - Motorola Solutions, Inc., David Evans
& Associates, Metrocell, Inc., Diversified
Communications, Inc, Motive Energy, Inc.
and Jitney, Inc.



Monthly Report No. 111

July 2021

Submitted July 29, 2021

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

©Copyright2021 LA-RICS Authority. All Rights Reserved

AGENDA ITEM C

LTE UPDATES

Operations/Governance

- The LA-RICS Operations team is holding meetings three (3) times a week to focus on the following:
 1. Manage network migration from LA-RICS PSBN to AT&T FirstNet
 2. Ensure internal LA-RICS operational aspects are in place
 3. Develop and Implement Policies

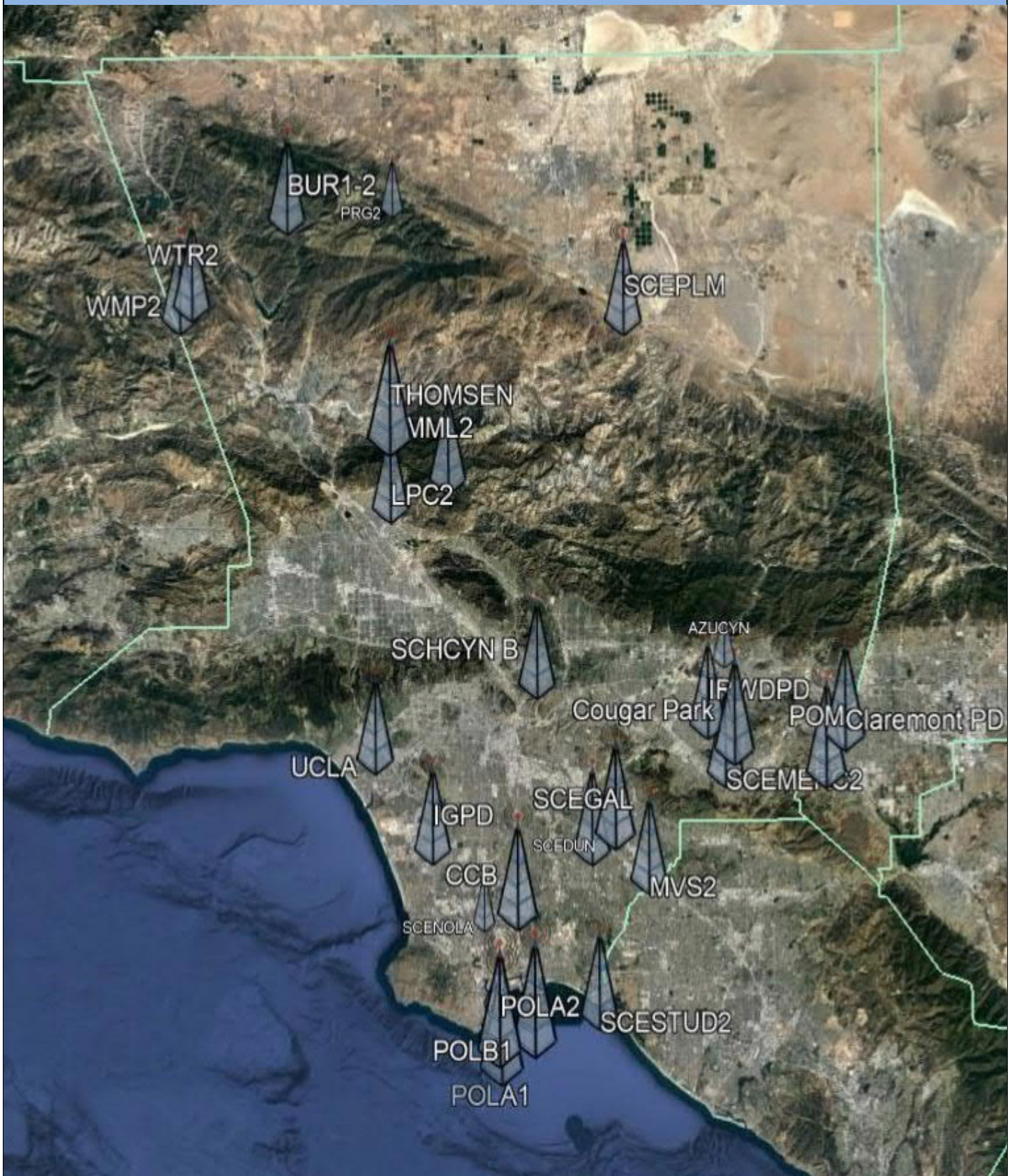
Special Events

- No new activity.

LTE Round 2 Updates

- The month of June 2021 saw progress in the acceptance of additional LTE2 Sites 1-20 by FirstNet AT&T. Sites 21-26 have been completed except for one (1) site; POM2. POM2 was slated for completion at the end of July, however the project has been extended due to the triggering of a building fire alarm that forced the evacuation of the entire building. Work has been suspended until a root cause determination is made, so that that such an event will not be repeated. At this time, we anticipate that the JCC will lift the site access restriction in the month of August. The POM2 site is approximately 98% complete. The POLB1 site will not be constructed by LA-RICS. The design work for POLB1 and construction plans will be delivered to FirstNet AT&T at the time of turn-over for sites 21-26.
- There are no safety issues to report on in this period.
- There are no labor compliance issues to report in this period.
- There are no environmental compliance issues to report in this period.

LTE2 SITE MAP



LMR UPDATES

General Comment

- The most recent monthly reports from MSI have contained numerous inaccurate, or false statements and/or misleading statements regarding acceptance of the current master schedule, notices of constructive delays, lease agreements, zoning approvals, power, and agency cutovers. Further, MSI has refused to accept any edits to their report to correct these inaccuracies. Their most recent report number 95 has followed the pattern of late submission and inaccurate content, so it is not being provided to the JPA Board as a result.

Environmental Update

- Jacobs continued full-time MMRP monitoring effort. Motorola has not improved their ability to forecast work, which directly impacts the MMRP effort. On a regular basis, MSI will cancel work on short notice (less than the stipulated and mutually agreed notification period of 48 hours) resulting in LA-RICS monitors dispatched to sites with no activity. Motorola received formal correspondence from LA-RICS demanding that MSI discontinue late cancellations, no shows, and early dismissal of work so that site monitors are not wasting resources and so that work proceeds on a continual basis. An additional formal notification including a request for reimbursement was transmitted to Motorola. Since that time there has been mild improvement in attendance for scheduled work.
- The Project Team has accomplished Worker Environmental Awareness Program (WEAP) training for 1,583 persons as of July 13, 2021.
- The Project Team has continued to support development of and review of MSI's coastal development permitting documents and pre-con plans and checklists for sites going into construction.
- No new NODs or NOEs were required to be filed as a result of actions taken during the July Board meeting.

Permitting Support

- Two (2) building permit(s) outstanding, RELAY and SPN.
- Fifty-eight (58) building permit applications have been made to date (AGH, APC, BHS, BJM, BKK, BMT, BUR1, CCB, CCT, CITYWLK, CLM, CPK, CRN, DPK, DPW38, ESR, FCCF, FRP, GMT, GRM, HPK, INDWT, JPK2, LACF072, LACFDEL, LAN, LARICSHQ, LASDTEM, LDWP243, LPC, MDI, MLM, MMC, MML, MIR, MTL2, MVS, OAT, ONK, PHN, PLM, PMT, POM, PRG, RIH, RHT, RPVT, SDW, SGH, SPH, TOPRELAY, TPK, TWR, UCLA, UNIV, VPK, WMP, WTR)

Site/Civil

- All site access agreements (SAA's) are completed and have been transmitted to MSI.
- 58 sites in Network, 47 sites completed through Ph.4a.
- Only 3 sites remain to start, since DPK and TWR were both started in this period.
- Over 34 sites have normal power on and are optimized at site level by MSI.
- Schedule issues persist. The DD15June 2021 IMS, which was submitted by MSI "for information only" has the final system acceptance at 8/29/23. The Authority Project Team provided Motorola extensive comments to highlight its concerns that the document is insufficient for use as a roadmap. In July the Authority spent time discussing the changes that should be made to the document, and MSI agreed to making several changes for the July schedule submission. Currently the Authority is waiting to receive the 7/13/2021 DD IMS to confirm that all noted changes have been made. For example, the Authority will check the July 13th schedule to verify that Ph.2 finishes prior to the finish of Ph.4 an issue that was raised during the review of the prior schedule. The Authority also addressed the inconsistencies with excessive planned work durations vs. Motorola's claim that the IMS contains no float, as well as the deficiencies of the submission that fall short of meeting the schedule requirements in the Agreement. The Authority has met and continues to meet with Motorola and it's legal counsel to review many of the LA-RICS mark-up's to the document with the expectation that MSI will revise the submission to function as a more useful tool "roadmap" and at a minimum conform with contract requirements for submission. The Authority believes that the finish date of the Program may actually be sooner than the date provided by MSI in their information only schedule once the issues cited are corrected. MSI has informed the Authority that a 7/13/2021 DD IMS will be submitted in the closing week of July, and MSI anticipates an October 5th, 2023, Final Acceptance Milestone date due to forecasted date of approval of RELAY by the California Coastal Commission. Once the Authority receives the IMS it will be evaluated to ensure that the discussed changes have been made and will suggest that the logic for plan check approval at RELAY is reconfigured to exploit time savings opportunity that the Authority believes will allow a finish in August 2023 if not sooner.

Network

- Frequency usage and narrow-banding remain focal items for the LMR Program and has been tracked as making positive progress throughout the month of July. The Authority's technical lead has made a concerted effort to forecast completion dates and share with the Project Team. All forecasted dates have been forwarded to Motorola for IMS updates. System interference on Ch. 16, is still being investigated by the Sheriff's Department and ISD along with the technical leads from the LA-RICS Project Team. The coordination between LASD and LA-RICS is critical to ensure that frequencies are available for testing and operating the Analog Conventional System (ACVRS) particularly. In May 2021 the ISSI connection to the ICI system was successfully tested. In June the LA-RICS Project Team has been in coordination with technical leads from the City of Long Beach to establish the ISSI connection with that network and have made reasonable progress. The City of Los Angeles however has not made significant progress recently to connect to the LA-RICS network via ISSI connection which was previously planned to occur at the City's Mt. Lee site. In July the connection to the south bay region was operational via ISSI connection to ICI.
- The LMR Site Map is shown below.

AGENDA ITEM C



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

SCOTT EDSON
EXECUTIVE DIRECTOR

August 5, 2021

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

PSBN ROUND 2 IMPLEMENTATION AND CONSTRUCTION UPDATE

The purpose of this discussion item is to provide an update on the Public Safety Broadband Network (PSBN) Round 2 deployment.

CO:mbc

Enclosure

AGENDA ITEM F

LA-RICS PSBN SITE DEPLOYMENT
Week of 07/26/2021

Site ID	Type	GC	City Planning	MISC Permit HDP /CP	Building Permit Rec'd	SAA Exec	Site Construction Start	Tower Delivered	Tower Construction Complete	Lines & Antennas Complete	Equipment Installation Complete	Site Construction Finish	Close Out	Comments
MML2	Colo	MSI	NA	NA	5/21/2020	LA-RICS Completed AT&T 7/9/2021	7/31/2020	NA	11/20/2020	11/27/2020	11/30/2020	11/30/2020	8/30/2021	Substantially Complete. (1) Power delivery is the last remaining issue. Trenching and connection is performed under LMR..
MNTBLPD	Pole	Diversified	NA	NA	9/11/2020	Complete	9/28/2020	8/21/2020	10/16/2020	11/27/2020	11/30/2020	11/30/2020	7/30/2021	Substantially Complete. (1) Meter set pending SCE. All documentation has been delivered.
POLA1	Pole	Jitney	7/30/2020	CP = Approved HEP = Approved	7/31/2020	Complete	8/10/2020	8/29/2020	8/29/2020	2/5/2021	10/6/2020	3/5/2021	8/30/2021	Substantially Complete. (1) PJFord Engineering Firm in process of wet stamp LADBS for Building Final. (2) LADWP estimated 6-8 weeks for Meter Set.
POLA2	Pole	Jitney	7/30/2020	CP = Approved HEP = Approved	7/31/2020	Complete	8/10/2020	8/29/2020	8/29/2020	10/6/2020	10/6/2020	4/19/2021	8/30/2021	Substantially Complete. (1) Pending Old Castle Post Tension Report. PJFord Engineering awaiting this report to certify structural design for Building Final. (2) AT&T to complete Fenix Terminal Power and Telco Easements. (3) AT&T to conduct POLA walks for Telco conduit design and submit Permt Application with the POLA. (4) Ability to close out site is contingent on AT&T establishing easement for power and transport with both Fenix Terminal and Port of Los Angeles.
POM2	Roof	Motive	NA	NA	12/23/2020	Complete	2/1/2021	NA	NA	3/12/2021	6/18/2021	8/27/2021	8/30/2021	Delayed by access to site based on alarm issues. Once allowed to return, estimate 2.5 Weeks to forecasted substantially complete construction.
POLB1	Pole	Motive	8/20/2020	Complete	9/18/2020	Pending - See Comments	Pending - See Comments	Pending - See Comments	Pending - See Comments	Pending - See Comments	Pending - See Comments	Pending - See Comments	Pending - See Comments	CX awaiting AT&T Lease negotiation approved.

Legend	
	Completed
	Forecasted - Scheduled



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

SCOTT EDSON
EXECUTIVE DIRECTOR

August 5, 2021

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

**FREQUENCY AND LICENSING ISSUES IMPACTING LAND MOBILE
RADIO DEPLOYMENT**

The purpose of this discussion item is to update your Board on the frequency interference as well as frequency licensing issues impacting the Land Mobile Radio System deployment.

TP:mbc

AGENDA ITEM G



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

August 5, 2021

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

UPDATE ON COASTAL COMMISSION SITES IN THE LAND MOBILE RADIO SYSTEM

The purpose of this discussion item is to provide an update on key milestones for the Land Mobile Radio (LMR) System sites within the Coastal Zone.

TOP-RELAY: A site walk was conducted with Authority staff, Motorola team members and Department of Regional Planning (DRP) staff on Thursday, July 22, 2021, to review the Coastal Development Permit (CDP) application currently under review by DRP. No significant issues or concerns were brought up during the site walk and comments from DRP are expected in the coming weeks. Once comments are addressed and the package is deemed complete, the public hearing process will begin.

MCI: Following the Letter of Intent (LOI) executed in June between the Authority and Site Owner which stipulated terms and conditions of a long term LA RICS tenancy at MCI, staff immediately commenced discussions with Owner to transition the terms and conditions on to a Site Access Agreement, which is being presented today for your consideration under Agenda item K. This is a good example of a private landlord being a true partner to the Authority and the region's public safety mission. Once a vendor is procured for Design and Engineering Services, the process of developing engineered drawings and a CDP submittal package will commence, which is currently forecast for early September 2021. Per consultation with the California Coastal Commission earlier this year, the CDP process is expected to be administrative, thereby significantly reducing processing time for CDP issuance.

Catalina Sites: All three (3) CDP amendments adding additional access routes for the heavy and tracked vehicles have been approved by DRP, we thank DPR staff for their expedited review and processing. Motorola has confirmed that no further CDP amendments will be needed and construction is now in full swing.

TR:mbc

AGENDA ITEM H



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

August 5, 2021

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

OUTREACH UPDATE

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

Municipality	Meeting Date
IPSA Board of Directors	July 1, 2021
Weekly Outreach Series	July 12, 2021
City of South El Monte	July 14 2021
City of Rosemead	July 15, 2021
Federal Bureau of Investigation	July 20 2021
2021 FirstNet Superuser Group – Monthly Meeting	July 20, 2021
IACP Communications and Technology Committee – Monthly Meeting	July 21, 2021
ECPC ATWG Monthly Meeting	July 21, 2021
California Highway Patrol	July 22 2021

LA-RICS spoke with a representative from the California Highway Patrol (CHP) to discuss radio interoperability with the Authority and the Inglewood Police Department, including operations at the SoFi Stadium. They would need approximately 1,500 system identifications (ID's) to cover all of their officers' portable radios in the region. CHP portable radios stay in the region even if an officer transfers out of the region.

AGENDA ITEM I

Authority staff has been in touch with communications managers at the Federal Bureau of Investigation (FBI) to discuss needs, and interoperability with the County of Los Angeles Sheriff's Department (LASD).

LA-RICS conducted proof-of-concept testing with a connection from a Torrance Police Department channel to an ICI ISSI Regional talk group which was then connected to an LA-RICS Regional talk group which was patched to an Inglewood Police Department SoFi Stadium talk group. The test was a complete success with excellent audio quality.

Authority staff reached out to representatives from the City of Rosemead to discuss migration to LA-RICS.

Lastly, Authority staff reached out to the City of South El Monte to discuss migration to LA-RICS. A planning meeting will be conducted in the near future.

SC:mbc



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

SCOTT EDSON
EXECUTIVE DIRECTOR

August 5, 2021

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

Dear Directors:

**APPROVE AMENDMENT NO. 65 – UNILATERAL AMENDMENT NO. 4
TO AGREEMENT NO. LA-RICS 007 FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
LAND MOBILE RADIO SYSTEM**

SUBJECT

Board approval is requested to authorize the Executive Director to execute Amendment No. 65 – Unilateral Amendment No. 4 (hereinafter referred to as Unilateral Amendment No. 4) to Agreement No. LA-RICS 007 (Agreement) for the Land Mobile Radio (LMR) System to reconcile Phase 2 (Site Construction and Site Modification) work at the San Pedro Hill (SPH) site as further described in this Board Letter, resulting in an increase to the Maximum Contract Sum in the amount of \$945,937.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Make the following findings with respect to the reconciliation of Phase 2 (Site Construction and Site Modification) work for one (1) LMR System Site:
 - a. Find that (a) approval of Unilateral Amendment No. 4 to contemplate the changes necessary to reflect the reconciliation of Phase 2 (Site Construction and Site Modification) work at one (1) LMR System Site, San Pedro Hill (SPH), is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at this site, which your Board previously found statutorily exempt

AGENDA ITEM J

from review under the California Environmental Quality Act (CEQA) on December 12, 2016 pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System (LA-RICS) project, and any leased circuit work that may occur outside of Site SPH, if needed to provide network connectivity to the LMR System, categorically exempt under CEQA pursuant to Guidelines section 15301 (existing facilities), 15303 (new construction or conversion of small structures) and 15304 (minor alterations to land).

2. Approve Unilateral Amendment No. 4, in substantially similar form to the Enclosure, to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI), which revises the Agreement to reconcile Phase 2 (Site Construction and Site Modification) work at the SPH site, as further described in this Board Letter, for a cost increase in the amount of \$945,937.
3. Authorize an increase to the Maximum Contract Sum in the amount of \$945,937 from \$287,738,017 to \$288,683,954.
4. Allow for the issuance of one of more Notices to Proceed for the Work contemplated in Unilateral Amendment No. 4.
5. Delegate authority to the Executive Director to execute Unilateral Amendment No. 4, in substantially similar form, to the enclosed Amendment.
6. If, however, the parties are able to reach consensus on the price of the work, the delegations and authorizations set forth in Recommendation Actions 1-5 shall apply to such work being included in Amendment No. 65, in lieu of using Unilateral Amendment No. 4.

BACKGROUND

On May 6, 2021, your Board delegated authority to the Executive Director to issue unilateral amendments to the LMR Agreement, as may be necessary, provided such unilateral amendments are approved as to form by Counsel to the Authority. At this same meeting, the Board elected to have Unilateral Amendments exceeding \$100,000, but within the \$210,000 threshold, be presented to the Oversight Committee for consideration, and anything over that amount going back to the Board.

With respect to the LMR System, the Authority has been working closely with Motorola to finalize the final LMR System redesign. As a result of this final redesign, it is necessary to reconcile the scope of Phase 2 (Site Construction and Site Modification) work at the SPH site to account for significant design changes that requires building and/or enhancing

existing infrastructure where the Authority previously contemplated relying on existing infrastructure as part of the site configuration.

As the change order being contemplated under this Unilateral Amendment No. 4 exceeds both the \$100,000 and \$210,000 thresholds, it is appropriate to present it to your Board for consideration.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will authorize the Executive Director to execute Unilateral Amendment No. 4 to reconcile Phase 2 (Site Construction and Site Modification) work at the SPH site, resulting in an increase to the Maximum Contract Sum in the amount of \$945,937.

As with all LMR sites, the Authority and the MSI project team regularly meet to review the scope and cost for each site in the LMR System with the collective goal the Agreement will be amended to account for all changes from MSI's prior assumptions or prior amendment(s) to the final site configuration. The project team commonly refers to this process of meetings and scrutiny of scope and cost as the "true-up" process. Previously, the SPH site was not mature enough in its design to finalize a "true-up" of the sites' scope and costs. However, the time is upon us to reconcile the Phase 2 work at the SPH site as MSI has submitted the site for plan check and both teams, by way of the Change Order Control Board, have met to perform this pending site true-up for the SPH site.

As your Board may be aware, the SPH site was previously planned as a tenant improvement site, meaning MSI planned to re-use as much of the existing site compound as possible. However, that initial plan was abandoned in 2018 and has since been drastically changed as a result of the existing infrastructure not being up to public safety grade and all new infrastructure will now be installed. The new infrastructure includes, but is not limited to four (4) 5-ton HVAC units, dry-type fire suppression system in the new shelter as well as a new emergency backup system, etc. These design parameters and construction activities were not previously included in the Agreement, however at this time it is necessary to incorporate these significant changes in scope and cost for SPH into the Agreement.

The change order work contemplated in Unilateral Amendment No. 4 for the SPH site was reviewed by the Change Order Control Board. However, due to the lack of agreement by both parties, the Authority's Project and Construction Manager, Jacobs Project Management Co., recommends proceeding with issuance of Unilateral Amendment No. 4 for this work absent a consensus with MSI. If, however, the parties are able to reach consensus on the cost of certain work and mark-up percentages in the near future, the Unilateral Amendment will not be used and an Amendment No. 65 will be executed instead.

FISCAL IMPACT/FINANCING

The activities contemplated in Unilateral Amendment No. 4 will result in an increase to the Maximum Contract Sum in the amount of \$945,937 from \$287,738,017 to \$288,683,954. All work contemplated in Unilateral Amendment No. 4 shall be fully reimbursed by the Urban Areas Security Initiative (UASI) 19 grant.

ENVIRONMENTAL DOCUMENTATION

As the CEQA lead agency, the Authority previously determined on December 12, 2016, that design, construction, implementation, operation, and maintenance of LMR System infrastructure at one (1) LMR System Site (SPH), is exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the statutory CEQA exemption adopted specifically for the LA-RICS, which exempts these activities as long as they meet certain criteria set forth in the exemption. In connection with those CEQA determinations for LMR System Site SPH, the Authority also determined that leased circuit work that may occur outside of this one (1) LMR System Site as needed to provide connectivity to the LMR System is categorically exempt under CEQA pursuant to CEQA Guidelines section 15301 (existing facilities), 15303 (new construction or conversion of small structures), and 15304 (minor alterations to land). Approval of the design reconciliation and Change Order Modification at Site SPH 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 approval of the Change Order Modification for Site SPH.

Upon the Board's approval of the recommended actions for this Unilateral Amendment No. 4, the Authority will file a Notice of Exemption (NOE) for this LMR System Site (SPH) with the County Clerk in accordance with Section 15062 of the State CEQA Guidelines.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions and approved as to form.

CONCLUSION

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Scott Edson", written over a horizontal line.

SCOTT EDSON
EXECUTIVE DIRECTOR

JA:mbc

Enclosure

cc: Counsel to the Authority

**AMENDMENT NUMBER SIXTY-FIVE –
(UNILATERAL AMENDMENT NUMBER FOUR)
TO AGREEMENT NO. LA-RICS 007
FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
LAND MOBILE RADIO SYSTEM**

RECITALS

This Amendment Number Sixty-Five – Unilateral Amendment Number Four (together with all exhibits, attachments, and schedules hereto, "hereinafter Unilateral Amendment No. 4") is unilaterally issued by the Los Angeles Regional Interoperable Communications System Authority ("Authority") pursuant to Section 2.3.6 (Unilateral Amendment) of the Agreement, and is effective as of August _____ 2021, based on the following recitals:

The Authority and Motorola Solutions, Inc. ("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 subsequently amended by mutual agreement of the parties pursuant to Amendment Numbers One through Fifty-Nine.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Sixty – Unilateral Amendment Number One, issued May 18, 2021, to (a) make changes necessary to incorporate certain LMR change orders for the DPK, FRP, MIR and MTL2 sites as further described in Unilateral Amendment No. 1 for a not to exceed cost increase in the amount of \$39,866 to the Maximum Contract Sum; (b) increase the Maximum Contract Sum by \$39,866 from \$287,407,190 to \$287,447,056 for the Work contemplated in Unilateral Amendment No. 1; and (c) make other certain changes as set forth in Unilateral Amendment No. 1.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Sixty-One – Unilateral Amendment Number Two, issued June 29, 2021, to (a) incorporate a certain LMR change order for the RPVT site as further described in Unilateral Amendment No. 2 for a not to exceed cost increase in the amount of \$257,862 to the Maximum Contract Sum; (b) increase the Maximum Contract Sum by \$257,862 from \$287,447,056 to \$287,704,918 for the Work contemplated in Unilateral Amendment No. 2; and (c) make other certain changes as set forth in Unilateral Amendment No. 2.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Sixty-Two – Unilateral Amendment Number Three, issued July 13, 2021, to (a) incorporate a certain LMR change order for the ESR site as further described in Unilateral Amendment No. 3 for a not to exceed cost increase in the amount of \$14,205 to the Maximum Contract Sum; (b) increase the Maximum Contract Sum by \$14,205 from \$287,704,918 to \$287,719,123 for the Work contemplated in Unilateral Amendment No. 3; and (c) make other certain changes as set forth in Unilateral Amendment No. 3.

The Agreement has been subsequently amended by mutual agreement of the parties pursuant to Amendment Numbers Sixty-Three and Sixty-Four.

The Agreement permits the Authority to issue Unilateral Amendments pursuant to Section 2.3.6 (Unilateral Amendment) and Section 2.3.10.2 (Unilateral Amendment), and the Authority has determined a Unilateral Amendment needs to be issued.

The Authority is unilaterally amending the Agreement to make changes necessary to (a) reconcile Phase 2 Work for the SPH site reflected in a Change Order Modification as further described in this Unilateral Amendment No. 4 for a not to exceed cost increase in the amount of \$945,937; (b) increase the Maximum Contract Sum by \$945,937 from \$287,738,017 to \$288,683,954, for the Work contemplated in this Unilateral Amendment No. 4; and (c) make other certain changes as set forth in this Unilateral Amendment No. 4.

This Unilateral Amendment No. 4 is authorized under Section 2 (Changes to Agreement) and Section 2.3.6 (Unilateral Amendment) of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Unilateral Amendment No. 4, and for other valuable consideration, the Authority issues the following:

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 Unilateral Amendment No. 4 refer to sections of the Base Document, as amended by this Unilateral Amendment No. 4.
2. Unilateral Amendment for Certain Change Order Work. Pursuant to Section 2.3.6 (Unilateral Amendment) of Agreement No. LA-RICS 007, this Unilateral Amendment No. 4 is issued by the Authority and hereby directs Contractor to perform the Work as stated in Section 2 to this Unilateral Amendment No. 4, in exchange for the firm fixed amounts set forth in Exhibit C.21 (LMR Unilateral Amendments) of Exhibit C (Schedule of Payments), which is attached to this Unilateral Amendment No. 4.

Item No.	Site ID	Site Name	Authority's Unilateral COR No. in Prolog	Previous RFQ No. or MSI Change Order No.	Description	Method of Compensation for Changes in the Work	Amount
1.	SPH	San Pedro Hill	SPH COR 006 Unilateral	MSI-7053	Third Party Civil Infrastructure Accommodations	Method B	\$945,937
TOTAL UNILATERAL AMOUNT:							\$945,937

- 2.1 Contractor shall perform all Phase 2 (Site Construction and Site Modification) Work necessary to construct the San Pedro Hill (SPH) site pursuant to the relevant construction drawings for the SPH site, which is attached to this Unilateral Amendment No. 4 (**Attachment A**), as well as

the work scope of SPH COR-006/MSI-COR 7053, which is incorporated into this Unilateral Amendment No. 4, herein by this reference. This Unilateral Amendment No. 4 contemplates all the Work, labor, and equipment necessary for the Contractor to perform Phase 2 (Site Construction and Site Modification) Work at the SPH site to align with the final redesign. The final redesign replaced utilization of the existing infrastructure with new infrastructure which includes, but is not limited to, four (4) 5-ton HVAC units, dry-type fire suppression system in the new shelter, as well as a new emergency backup system, etc.

- 2.2 The cost to perform this Work is contemplated in Exhibit C.21 (LMR Unilateral Amendments) of Exhibit C (Schedule of Payments). A detailed cost breakdown reflecting the unilateral costs and approved markup is attached to this Unilateral Amendment No. 4 (**Attachment B**) and incorporated herein by this reference. Additionally, pursuant to Section 4.2 of this Unilateral Amendment No. 4, the detailed costs associated with this reconciliation are contained in Exhibit C.13.1 (LMR System Detailed Cost Summary).

3. Amendments to the Base Document.

- 3.1 Section 8.1 (Maximum Contract Sum and Contract Sum – General), in particular Section 8.1.1 of the Base Document, is deleted in its entirety and replaced with the following:

8.1.1 The "Maximum Contract Sum" under this Agreement is Two Hundred Eighty-Eight Million, Six Hundred Eighty-Three Thousand, Nine Hundred Fifty-Four Dollars (\$288,683,954) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

- 3.2 Section 24.4 (Limitation of Liability), in particular 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 Eighty-Six Million, Seven Hundred Nineteen Thousand, Three Hundred Thirty-One Dollars (\$286,719,331). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

4. Amendments to Agreement Exhibits.
 - 4.1 Exhibit C.1 (LMR System Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (LMR System Payment Summary), which is attached to this Unilateral Amendment No. 4 and incorporated herein by this reference.
 - 4.2 Exhibit C.3 (Phase 2 – Site Construction and Site Modification) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.3 (Phase 2 – Site Construction and Site Modification), which is attached to this Unilateral Amendment No. 4 and incorporated herein by this reference.
 - 4.3 Exhibit C.13.1 (LMR System Detailed Cost Summary), dated April 2021 is deleted in its entirety and replaced with Exhibit C.13.1 (LMR System Detailed Cost Summary), dated July 2021, and shall be added to Exhibit C.13 (Contractor's Response to Appendix H (Pricing Requirements) to RFP No. LA-RICS 007) to Exhibit C (Schedule of Payments), which is incorporated herein by this reference.
 - 4.4 Exhibit C.21 (LMR Unilateral Amendments) is deleted in its entirety and replaced with Exhibit C.21 (LMR Unilateral Amendments), which is attached to this Unilateral Amendment No. 4 and incorporated herein by this reference.
5. This Unilateral Amendment No. 4 shall become effective as of the date identified in the recitals, which is the date upon which:
 - 5.1 Los Angeles County Counsel has approved this Unilateral Amendment No. 4 as to form;
 - 5.2 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Unilateral Amendment No. 4; and
 - 5.3 The Executive Director of the Authority has executed this Unilateral Amendment No. 4.
6. Except as expressly provided in this Unilateral Amendment No. 4, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
7. This Unilateral Amendment No. 4 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 SIXTY-FIVE –
UNILATERAL AMENDMENT NUMBER FOUR
TO AGREEMENT NO. LA-RICS 007**

**FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
LAND MOBILE RADIO SYSTEM**

IN WITNESS WHEREOF, the Authority has hereto caused this Unilateral Amendment No. 4 to be executed on its behalf by its duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

By: _____

Scott Edson
Executive Director

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

RODRIGO A. CASTRO-SILVA
County Counsel

By: _____

Truc L. Moore
Principal Deputy County Counsel

ATTACHMENT B

Contract Group	Base Contract Scope	Base Contract Amount	MSI submit cost breakdown 2021-07-21													LA-RICS assessment	subcontract markup	MSI markup	TOTAL COST	current scope amount	contract sum adjustment		
Heating, Ventilating and Air Conditioning (HVAC) and Environmental Controls	Existing Shelter/HVAC	\$0.00	HVAC (4x 5T with controller and cage)																				
Shelters (Equipment Buildings and Shelters)	Existing Shelter/HVAC (modification of existing floor for battery rack needed)	\$25,000.00	Shelter																				
			Shelter Shipping																				
			Shelter foundation, install including crane, and ice bridge	Utility coordination, Local permits and inspections required for site work (Construction, electrical etc.) (C14)	labor	\$ 2,904.44	18%	3,427.24	5%	3,598.60													
				Mobilization and demobilization of crews	labor	\$ 3,500.00	18%	4,130.00	5%	4,336.50													
				Foundations for TT1005 - 24'x30' Concrete pre-fab Shelter and stoop including excavation, rebar, concrete and gravel	labor	\$ 57,780.45	18%	68,180.93	5%	71,589.98													
				Offroad and setup TT1005 - 24'x30' Pre-fabricated concrete shelter by manufacturer (Two modular 12x30 sections - 130,500 lbs total) including installation of loose	labor	\$ 914,142.52	18%	8,850.00	5%	9,292.50													
					equipment	\$ 17,500.00	10%	19,250.00	5%	20,212.50													
				Supply and install waveguide bridge, including foundation, all required attachments and hardware (i.e. 3	labor	\$ 53,600	18%	4,248.00	5%	4,460.40													
				Supply and install Eye wash and first aid kits	labor	\$ 28.67	18%	31.83	5%	31.52													
					material	\$ 258.00	15%	296.70	5%	311.54													
					labor	\$ 350.00	18%	413.00	5%	433.65													
				EMON-DMON	material	\$ 1,500.00	15%	1,725.00	5%	1,811.25													
Battery System and Charger (-48V DC Power Plant)	15,000	\$66,795.00																					
INVERTER/UPS	N/A	\$0.00																					
Generator	Reuse Existing	\$0.00	Generator 100kW (Generac Industrial Power LP-Gas Vapor Generator, 100KW, 120/240V, 1 Phase, 3 Wire, Soundproof Steel Housing for Outdoor Installation) (1 Start/Test at Jobsite with Building Load Test, Training)																				
			ATS x2 (600 Amp, 2P-, NEMA1-, 120/240V, 1 Phase, Delayed Transition)																				
			Camlock 600A 120/240V																				
			Generator foundation/enclosure and generator set	Foundations for 100KW Propane Generator (SG100 - 2400 lbs with 40"x12" footprint)and 12" wide perimeter	labor	\$ 79,366.30	18%	93,581.67	5%	98,260.75													
					material	\$ 47,703.50	15%	49,109.03	5%	51,564.48													
				Transport, Offload and install 100KW generator and connect to ATS, alarm system located within 25' feet of the generator	labor	\$ 6,000.00	18%	7,080.00	5%	7,434.00													
					equipment	\$ 1,500.00	10%	1,650.00	5%	1,732.50													
					labor	\$ 33,188.75	18%	39,174.53	5%	41,133.25													
					material	\$ 17,876.25	15%	20,557.69	5%	21,585.57													
				Camlock	labor	\$ 1,500.00	18%	1,770.00	5%	1,858.50													
Gate Gen Enclosure	labor	\$ 1,800.00	18%	2,124.00	5%	2,230.20																	
	material	\$ 2,700.00	15%	3,105.00	5%	3,260.25																	
Generator Fuel System	Reuse Existing	\$0.00	LP Tanks (2) 1500g																				
			Fuel System LP-Gas Monitor																				
			Fuel System Tank Monitor																				
			Fuel System and Monitor Installation																				
			LP Tank: transport, set, and anchor. Fill with 2400 gal LP	Install fuel tank monitor for fuel tank low alarm and wire to the building located within 50' of the fuel tank	labor	\$ 1,476.67	18%	1,742.47	5%	1,829.59													
					material	\$ 984.44	15%	1,132.11	5%	1,188.71													
					equipment	\$ 2,461.11	10%	2,707.22	5%	2,842.58													
				Transport, offload and install 1500 gallon LP fuel tank	labor	\$ 3,900.00	18%	4,602.00	5%	4,832.10													
				material	\$ 9,100.00	15%	10,465.00	5%	10,988.25														
			Fill 1500 gal LP tank with all necessary fuel and testing of system for leakages.	labor	\$ 2,194.00	18%	2,588.92	5%	2,718.37														
	material	\$ 19,746.00	15%	22,707.90	5%	23,843.30																	
Physical Security/Intrusion Detection Systems	Existing add door alarms to LMR	\$7,500.00																					
Grounding and Lightning Protection	New Tower	\$9,345.00	Grounding for shelter and gen enclosure																				
			Grounding Material																				
LMR Antenna Support Structure - Lattice Towers	50' SST	\$123,924.00	Tower (Incremental cost to include ISO loads)																				
LMR Antenna Support Structure - Lattice Towers (CHANGE ORDER)	N/A	\$0.00																					
LMR Antenna Support Structure - Monopoles	N/A	\$0.00																					
Tower FAA Obstruction Lighting and Painting	N/A	\$0.00																					
Fire Suppression System	Existing	\$0.00	Fire Suppression System																				
Utility Services and Upgrades	Existing	\$0.00	SES																				
			SES pad, conduits, conductors, and hookup (in compound)																				
			TVSS x2																				
Civil Work	625 SQFT	\$3,292.00	Clearing and grubbing of Site compound (Light Clearing-Clear light brush and grub roots)																				
			Cut and remove asphalt and base of existing pavement, including loading and hauling to a legal dump																				
			Compound Grading and 10' path around it																				
			Compound graveling (including weedicide treatment and geotextile fabric installation) inside fence are and 3'																				
			6" Corrugated HDPE Drain Pipe/Draininlet																				
			Swales around the compound																				
			Silt fence																				
			Straw bale sediment barrier																				
			Riprap (52,633.33/each @ 7)																				
			Site touchup and landscaping (fertilize, seed and straw																				
			Port-O-Let/Water Trailer/Temp Fencing/Concrete wash																				

AGENDA ITEM J - ENCLOSURE

ATTACHMENT B

Contract Group	Base Contract Scope	Base Contract Amount	MSI submit cost breakdown 2021-07-21										LA-RICS assessment	subcontract markup	MSI markup	sub-total	Cost	current scope amount	contract sum adjustment
Road	Existing	\$0.00															\$ -	\$ -	
Site Security			Fence	8' high fencing of compound (including gates and accessories required)	labor	\$ 13,260.00	18%	15,648.80	5%	16,429.14	\$ 55,271.57	Sub-Contractor	\$ 13,260.00	5%	5%	\$ 14,619.15	\$ -		
	material	\$ 30,940.00			15%	35,581.00	5%	37,360.05	\$ 30,940.00	5%			5%	\$ 34,111.35	\$ -				
	labor	\$ 98.78			18%	116.56	5%	122.39	\$ 98.78	0%			0%	\$ 98.78	\$ 49,954.95	\$ 41,184.95			
	material	\$ 889.00			15%	1,022.35	5%	1,073.47	\$ 889.00	0%			0%	\$ 889.00	\$ -				
	labor	\$ 23.67			18%	27.93	5%	29.33	\$ 23.67	0%			0%	\$ 23.67	\$ -				
			signage	Site Signage - Supply/Install	material	\$ 889.00	15%	1,022.35	5%	1,073.47	\$ 55,271.57	Sub-Contractor	\$ 889.00	0%	0%	\$ 889.00	\$ -		
		labor			\$ 23.67	18%	27.93	5%	29.33	\$ 23.67			0%	0%	\$ 23.67	\$ -			
		material			\$ 213.00	15%	244.95	5%	257.20	\$ 213.00			0%	0%	\$ 213.00	\$ -			
																\$ -	\$ -		
																\$ -	\$ -		
Equipment Centers and Network Operations Centers (NOCs)	N/A	\$0.00															\$ -	\$ -	
Rooftop Installations	N/A	\$0.00															\$ -	\$ -	
		\$244,626.00															\$ 990,499.01	\$ 1,190,563.01	\$ 945,937.01

EXHIBIT C.1 - SCHEDULE OF PAYMENTS LMR SYSTEM PAYMENT SUMMARY				
Summary	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Minus 10% Holdback Amount
Phase 1 ^(Note 1)	\$ -	\$ 42,283,961	\$ 3,120,262	\$ 39,163,699
Phase 2	\$ -	\$ 43,718,105	\$ 4,262,420	\$ 39,455,685
Phase 3	\$ -	\$ 56,336,725	\$ 4,230,075	\$ 52,106,650
Phase 4	\$ -	\$ 21,170,136	\$ 2,053,642	\$ 19,116,494
SUBTOTAL (Phases 1 to 4):	\$ -	\$ 163,508,927	\$ 13,666,399	\$ 149,842,527
Phase 5 (15 Years)	\$ 55,898,518	\$ -	\$ -	\$ 55,898,518
TOTAL (Phases 1 to 5):	\$ 55,898,518	\$ 163,508,927	\$ 13,666,399	\$ 205,741,046
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
LMR Mitigation Monitoring and Reporting Plan		\$ 2,912,356	\$ -	\$ 2,912,356
LMR Change Order Modifications		\$ 3,244,393	\$ 324,439	\$ 2,919,954
LMR Unilateral Amendments		\$ 311,933	\$ 31,193	\$ 280,740
Multiprotocol Label Switching Mobile Backhaul		\$ 2,200,000	\$ 220,000	\$ 1,980,000
Channel 15 and Channel 16 Interference Mitigation		\$ 803,207		\$ 803,207
LMR Bridge Warranty		\$ 1,785,136		\$ 1,785,136
SUBTOTAL	\$ 130,552,956	\$ 174,765,953	\$ 21,707,476	\$ 283,611,432
TOTAL CONTRACT SUM:	\$174,765,953			
LMR Discounts^(Note 2)	-\$16,634,955			
MAXIMUM CONTRACT SUM(Total Unilateral Option Sum plus Total Contract Sum):	\$288,683,954			

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

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

EXHIBIT C.3 - SCHEDULE OF PAYMENTS

PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable <small>(Refer to Site Development Matrix in Exhibit B for further details on the capacity and sizes of site components)</small>	Phase 2 Total					
			Qty.	Unilateral Option Sum Incuding Project Management	Credits <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 2 <small>(Note 1,2,3,4,5)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.2.2		Site Construction						
B.2.2	BAH	Baldwin Hills		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	BJM	Black Jack Peak		\$ -	\$ -	\$ 1,087,923	\$ 108,792	\$ 979,131
B.2.2	BMT	Bald Mountain		\$ -	\$ -	\$ 453,781	\$ 45,378	\$ 408,403
B.2.2	BRK	Blue Rock		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	BUR	Burnt Peak		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	BVG	Beverly Glen		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	CCB	Compton Court Building		\$ -	\$ -	\$ 451,517	\$ 45,152	\$ 406,365
B.2.2	CEP	Century Plaza		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	CLM	Claremont		\$ -	\$ -	\$ 7,780	\$ 778	\$ 7,002
B.2.2	CPK	Castro Peak		\$ -	\$ -	\$ 641,071	\$ 64,107	\$ 576,964
B.2.2	DPK	Dakin Peak		\$ -	\$ -	\$ 1,036,474	\$ 103,647	\$ 932,826
B.2.2	ELSGDPD	El Segundo PD		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	ENCL	Encinal Fire Camp		\$ -	\$ -	\$ (0)	\$ (0)	\$ (0)
B.2.2	GRM	Green Mountain		\$ -	\$ -	\$ 625,114	\$ 62,511	\$ 562,603
B.2.2	HPK	Hauser Peak		\$ -	\$ -	\$ 599,484	\$ 59,948	\$ 539,536
B.2.2	JPK	Johnstone Peak		\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.2.2	LACF028	FS 28		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF056	FS 56		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF071	FS 71		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF072	FS 72		\$ -	\$ -	\$ 524,184	\$ 52,418	\$ 471,766
B.2.2	LACF077	FS 77		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF084	LACF84		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF091	FS 91		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF099	FS99		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF119	FS 119		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF144	FS 144		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF149	FS 149		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF157	FS 157		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF196	FS 169		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACFCP09	LACFCP09		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACFDEL	Los Angeles County Fire Departmental Del Valle Training Camp		\$ -	\$ -	\$ 536,490	\$ 53,649	\$ 482,841
B.2.2	LAH	LA City Hall		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LBR	Lower Blue Ridge		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LDWP243	DWP Sylmar Water Ladder		\$ -	\$ -	\$ 213,691	\$ 21,369	\$ 192,322
B.2.2	MAM	Magie Mountain		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MDI	Mount Disappointment		\$ -	\$ -	\$ 770,946	\$ 77,095	\$ 693,851
B.2.2	MLE	Mount Lee		\$ -	\$ -	\$ 0	\$ 0	\$ 0
B.2.2	MLM	Mira Loma Facility		\$ -	\$ -	\$ 574,787	\$ 57,479	\$ 517,308
B.2.2	MMC	Mount McDill		\$ -	\$ -	\$ 735,075	\$ 73,507	\$ 661,567
B.2.2	MTL	Mount Lukens		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MTT	Mt Thom		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MTW	Mount Washington		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MVS	Monte Vista (Star Center)		\$ -	\$ -	\$ 312,077	\$ 31,208	\$ 280,870
B.2.2	OAT	Oat Mountain OAT		\$ -	\$ -	\$ 507,627	\$ 50,763	\$ 456,864
B.2.2	OMC	Oat Mountain OMC		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	ONK	Oat Mountain Nike		\$ -	\$ -	\$ 544,369	\$ 54,437	\$ 489,932
B.2.2	PHN	Puente Hills		\$ -	\$ -	\$ 205,959	\$ 20,596	\$ 185,363
B.2.2	PRG	Portal Ridge		\$ -	\$ -	\$ 739,261	\$ 73,926	\$ 665,335
B.2.2	PSH	Pomona 1620 Hillcrest		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	RDNBPD	Redondo Beach PD		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	RHT	Rolling Hills Transmit		\$ -	\$ -	\$ 735,910	\$ 73,591	\$ 662,319
B.2.2	RIH	Rio Hondo		\$ -	\$ -	\$ 755,872	\$ 75,587	\$ 680,285
B.2.2	RPVE001	Rancho Palos Verde City Hall		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SAG	San Augustine		\$ -	\$ -	\$ -	\$ -	\$ -

EXHIBIT C.3 - SCHEDULE OF PAYMENTS

PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable <small>(Refer to Site Development Matrix in Exhibit B for further details on the capacity and sizes of site components)</small>	Phase 2 Total					
			Qty.	Unilateral Option Sum Including Project Management	Credits <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 2 <small>(Note 1,2,3,4,5)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
B.2.2	SDW	San Dimas		\$ -	\$ -	\$ 679,371	\$ 67,937	\$ 611,434
B.2.2	SGH	Signal Hill		\$ -	\$ -	\$ 350,623	\$ 35,062	\$ 315,561
B.2.2	SPC	San Pedro Hill		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SPN	Saddle Peak		\$ -	\$ -	\$ 438,967	\$ 43,897	\$ 395,071
B.2.2	SUN	Sunset Ridge		\$ -	\$ -	\$ (0)	\$ (0)	\$ (0)
B.2.2	SVP	San Vicente Peak		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	SWP	Southwest Area Station		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	TOP	Topanga Peak		\$ -	\$ -	\$ 559,263	\$ 55,926	\$ 503,337
B.2.2	TPK	Tejon Peak		\$ -	\$ -	\$ 590,720	\$ 59,072	\$ 531,648
B.2.2	TWR	Tower Peak		\$ -	\$ -	\$ 1,019,370	\$ 101,937	\$ 917,433
B.2.2	VPC	Verdugo Peak (city)		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	WAD	Walker Drive		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	WMP	Whitaker Middle Peak		\$ -	\$ -	\$ 591,434	\$ 59,143	\$ 532,291
B.2.2	WS1	100 Wilshire		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	WTR	Whitaker Ridge		\$ -	\$ -	\$ 629,583	\$ 62,958	\$ 566,625
B.2.2	LAPD077	77TH Street Area Complex		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LAPDDVN	Devonshire Area station		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	FCCF	L A County Fire Command		\$ -	\$ -	\$ 186,715	\$ 18,671	\$ 168,043
B.2.2	LAPDVDC	Valley Dispatch Center		\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal for Site Construction and Modifications Site Detail				\$ -	\$ -	\$ 17,105,438	\$ 1,710,544	\$ 15,394,894
ADDITIONAL SITES (AMENDMENT NO. 10)								
B.2.2		Site Construction						
B.2.2	APC	Airport Courthouse		\$ -	\$ -	\$ 152,578	\$ 15,258	\$ 137,320
B.2.2	BCHCPRK	Beverly Hills' Coldwater Canyon Park		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LACF136	FS 136		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LAHE	LA City Hall East		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	OLI	Olinda		\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal for Additional Sites (Amendment No. 10)				\$ -	\$ -	\$ 152,578	\$ 15,258	\$ 137,320
ADDITIONAL SITES (AMENDMENT NO. 17)								
B.2.2		Site Construction						
B.2.2	AGH	Agoura Hills		\$ -	\$ -	\$ 532,096	\$ 53,210	\$ 478,886
B.2.2	BUR1	Burnt Peak 1		\$ -	\$ -	\$ 720,568	\$ 72,057	\$ 648,511
B.2.2	CCT	Criminal Court (Foltz)		\$ -	\$ -	\$ 555,734	\$ 55,573	\$ 500,161
B.2.2	CRN	Cerro Negro		\$ -	\$ -	\$ 557,562	\$ 55,756	\$ 501,806
B.2.2	FRP	Frost Peak (Upper Blue Ridge)		\$ -	\$ -	\$ 760,736	\$ 76,074	\$ 684,662
B.2.2	GMT	Grass Mountain		\$ -	\$ -	\$ 1,581,819	\$ 158,182	\$ 1,423,637
B.2.2	H-17A	H-17 Helipad		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	LARICSHQ	LA-RICS Headquarters		\$ -	\$ -	\$ 27,508	\$ 2,751	\$ 24,757
B.2.2	LASDTEM	Los Angeles County Sheriff's Department Temple Station		\$ -	\$ -	\$ 297,580	\$ 29,758	\$ 267,822
B.2.2	LPC	Loop Canyon		\$ -	\$ -	\$ 475,498	\$ 47,550	\$ 427,948
B.2.2	LEPS	Lower Encinal Pump Station		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	MIR	Mirador		\$ -	\$ -	\$ 378,655	\$ 37,866	\$ 340,790
B.2.2	MML	Magic Mountain Link		\$ -	\$ -	\$ 758,650	\$ 75,865	\$ 682,785
B.2.2	MTL2	Mount Lukens 2		\$ -	\$ -	\$ 818,220	\$ 81,822	\$ 736,398
B.2.2	PDC	Pacific Design Center		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	PLM	Los Angeles County Sheriff's Department Palmdale Station		\$ -	\$ -	\$ 212,651	\$ 21,265	\$ 191,386
B.2.2	PMT	Pine Mountain		\$ -	\$ -	\$ 1,226,334	\$ 122,633	\$ 1,103,701
B.2.2	PWT	Porthead Tank		\$ -	\$ -	\$ -	\$ -	\$ -
B.2.2	VPK	Verdugo Peak County)		\$ -	\$ -	\$ 682,724	\$ 68,272	\$ 614,452
Subtotal for Additional Sites (Amendment No. 17)				\$ -	\$ -	\$ 9,586,335	\$ 958,634	\$ 8,627,702
		Project Management	Included		\$ -	\$ -	\$ -	\$ -
Base.22.3.2		Performance Bond	1	\$ -	\$ -	\$ 193,803	\$ -	\$ 193,803
		Materials and Labor Bond	Included	\$ -	\$ -	\$ -	\$ -	\$ -

EXHIBIT C.3 - SCHEDULE OF PAYMENTS

PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable <small>(Refer to Site Development Matrix in Exhibit B for further details on the capacity and sizes of site components)</small>	Phase 2 Total					
			Qty.	Unilateral Option Sum Incuding Project Management	Credits <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 2 <small>(Note 1,2,3,4,5)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback
		Total Lease Costs		N/A	\$ -	\$ -	\$ -	\$ -
Base.22.2.2		Builder's Insurance	1	\$ -	\$ -	\$ 372,599	\$ -	\$ 372,599
Base.22.2.1		Liability Insurance (General and Professional)	1	\$ -	\$ -	\$ 527,500	\$ -	\$ 527,500
B.2.2		Phase 2 Completion Acceptance				\$ 8,963,267	\$ 896,327	\$ 8,066,940
ADDITIONAL SITE (AMENDMENT NO. 21)								
B.2.2		Site Construction						
B.2.2	JPK2	Johnstone Peak - 2		\$ -	\$ -	\$ 661,912	\$ 66,191	\$ 595,721
Subtotal for Additional Site (Amendment No. 21)				\$ -	\$ -	\$ 661,912	\$ 66,191	\$ 595,721
ADDITIONAL SITES (AMENDMENT NO. 25)								
B.2.2		Site Construction						
B.2.2	BHS	Baldwin Hills County				\$ 744,255	\$ 74,426	\$ 669,830
B.2.2	DPW38	Los Angeles County Department of Public Works Pump Station 38				\$ 746,949	\$ 74,695	\$ 672,254
B.2.2	RPV1	Rancho Palos Verde				\$ 344,492	\$ 34,449	\$ 310,043
Subtotal for Additional Site (Amendment No. 25)				\$ -	\$ -	\$ 1,835,696	\$ 183,570	\$ 1,652,126
ADDITIONAL SITE (AMENDMENT NO. 26)								
B.2.2		Site Construction						
B.2.2	LAN	Lancaster		\$ -	\$ -	\$ 8,430	\$ 843	\$ 7,587
Subtotal for Additional Site (Amendment No. 26)				\$ -	\$ -	\$ 8,430	\$ 843	\$ 7,587
ADDITIONAL SITES (AMENDMENT NO. 27)								
B.2.2		Site Construction						
B.2.2	BKK	BKK Landfill				\$ 313,118	\$ 31,312	\$ 281,806
B.2.2	UCLA	UCLA (Factor Building)				\$ 420,011	\$ 42,001	\$ 378,010
Subtotal for Additional Sites (Amendment No. 27)				\$ -	\$ -	\$ 733,129	\$ 73,313	\$ 659,816
ADDITIONAL SITES (AMENDMENT NO. 29)								
B.2.2		Site Construction						
B.2.2	POM	Pomona Courthouse				\$ 308,134	\$ 30,813	\$ 277,321
Subtotal for Additional Sites (Amendment No. 29)						\$ 308,134	\$ 30,813	\$ 277,321
ADDITIONAL SITES (AMENDMENT NO. 30)								
B.2.2		Site Construction						
B.2.2	UNIV	Universal Studios				\$ 425,840	\$ 42,584	\$ 383,256
Subtotal for Additional Sites (Amendment No. 30)						\$ 425,840	\$ 42,584	\$ 383,256
ADDITIONAL SITE (AMENDMENT NO. 34)								
B.2.2		Site Construction						
B.2.2	INDWT	Industry Water Tank				\$ 503,314	\$ 50,331	\$ 452,983
Subtotal for Additional Sites (Amendment No. 34)						\$ 503,314	\$ 50,331	\$ 452,983
ADDITIONAL SITE (AMENDMENT NO. 35)								
B.2.2		Site Construction						
B.2.2	WWY	Winding Way				\$ -	\$ -	\$ -
Subtotal for Additional Sites (Amendment No. 35)						\$ -	\$ -	\$ -
ADDITIONAL SITE (AMENDMENT NO. 36)								
B.2.2		Site Construction						
B.2.2	SPH	San Pedro Hill				\$ 1,190,563	\$ 119,056	\$ 1,071,507
Subtotal for Additional Sites (Amendment No. 36)						\$ 1,190,563	\$ 119,056	\$ 1,071,507
ADDITIONAL SITE (AMENDMENT NO. 50)								
B.2.2		Site Construction						
B.2.2	ESR	East Sunset Ridge				\$ 1,149,568	\$ 114,957	\$ 1,034,611
Subtotal for Additional Sites (Amendment No. 50)						\$ 1,149,568	\$ 114,957	\$ 1,034,611
Total for Phase 2 - Site Construction and Modifications (including Subtotals for Site Detail)				\$ -	\$ -	\$ 43,718,105	\$ 4,262,420	\$ 39,455,685

EXHIBIT C.3 - SCHEDULE OF PAYMENTS

PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION

Deliverable/ Task/ Section No. <small>(Exhibit A, Exhibit B, or Base Document)</small>	Site ID	Deliverable <small>(Refer to Site Development Matrix in Exhibit B for further details on the capacity and sizes of site components)</small>	Phase 2 Total					
			Qty.	Unilateral Option Sum Including Project Management	Credits <small>(Note 1)</small>	Contract Sum - Payable Amount for Phase 2 <small>(Note 1,2,3,4,5)</small>	10% Holdback Amount	Payable Amount Less 10% Holdback

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

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

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

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

Note 5: Pursuant to Amendment No. Thirty-Two, two (2) LMR System Site were removed from further consideration in Phases 1-4.

SCHEDULE OF PAYMENTS

EXHIBIT C.21 - LMR UNILATERAL AMENDMENTS

Site ID	Previous RFQ No. or MSI Change Order No.	Unilateral COR No.	Amendment/ Unilateral Amendment No.	Description	Exhibit C.14 Unit Pricing/Section No. (Where Applicable)	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
Amendment No. 60 - Unilateral Amendment No. 1								
DPK	LMR-COR 7047	DPK COR 002 Unilateral	Amendment No. 60/ Unilateral Amendment No. 1	Utility Power Work	Exhibit C.14 (Contractors Response to Appendix I (Pricing Requirements – Unsourced Options), in particular Section 2.7.1.g	\$ 10,676	\$ 1,068	\$ 9,608
FRP	LMR-COR 7039	FRP COR 001 Unilateral	Amendment No. 60/ Unilateral Amendment No. 1	Utility Power Work	Exhibit C.14 (Contractors Response to Appendix I (Pricing Requirements – Unsourced Options), in particular Section 2.7.1.g	\$ 10,676	\$ 1,068	\$ 9,608
MIR	RFQ LMR-0046	MIR COR 007 Unilateral	Amendment No. 60/ Unilateral Amendment No. 1	Existing Tower Removal	Exhibit C.14 (Contractors Response to Appendix I (Pricing Requirements – Unsourced Options), in particular, Section 3.9.c, Section 1.3.5.B, and Section 1.2.a	\$ 10,136	\$ 1,014	\$ 9,122
MTL2	LMR-COR 7040	MTL2 COR 006 Unilateral	Amendment No. 60/ Unilateral Amendment No. 1	Utility Power Work	Exhibit C.14 (Contractors Response to Appendix I (Pricing Requirements – Unsourced Options), in particular Section 2.7.1.f	\$ 8,378	\$ 838	\$ 7,540
Amendment No. 60 - Unilateral Amendment No. 1 Subtotal						\$ 39,866	\$ 3,987	\$ 35,879
Amendment No. 61 - Unilateral Amendment No. 2								
RPVT	LMR-COR 7042/ LMR-COR 7048	RPVT COR 004 Unilateral	Amendment No. 61/ Unilateral Amendment No. 2	Concrete Debris Removal	Attachment B to Amendment No. 61/ Unilateral Amendment No. 2	\$ 257,862	\$ 25,786	\$ 232,076
Amendment No. 61 - Unilateral Amendment No. 2 Subtotal						\$ 257,862	\$ 25,786	\$ 232,076
Amendment No. 62 - Unilateral Amendment No. 3								
ESR	LMR-COR 7056	ESR COR 005 Unilateral	Amendment No. 62/ Unilateral Amendment No. 3	Access Road Improvement	Attachment B to Amendment No. 62/ Unilateral Amendment No. 3	\$ 14,205	\$ 1,421	\$ 12,785
Amendment No. 62 - Unilateral Amendment No. 3						\$ 14,205	\$ 1,421	\$ 12,785
Amendment No. 65 - Unilateral Amendment No. 4								
SPH	LMR-COR 7053	SPH COR 006 Unilateral	Amendment No. 65/ Unilateral Amendment No. 4	Reconciliation of Phase 2 Work	Attachment B to Amendment No. 65/ Unilateral Amendment No. 4 (\$1,190,563 Contemplated in C.3 - Phase 2, incremental increase of \$945,937 as \$244,626 was already contemplated in the Agreement)	\$ -	\$ -	\$ -
Amendment No. 65 - Unilateral Amendment No. 4						\$ -	\$ -	\$ -
TOTAL FOR ALL LMR UNILATERAL AMENDMENTS						\$ 311,933	\$ 31,193	\$ 280,740



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

August 5, 2021

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

Dear Directors:

DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR A LAND MOBILE RADIO SYSTEM SITE WITH SADDLE PEAK COMMUNICATIONS

SUBJECT

This letter requests authority from the Board for the Executive Director to complete negotiations, finalize and execute a real estate agreement substantially similar in form to the enclosed document for the MCI Site as identified in Enclosure 1. This agreement will allow the site to be used for the construction, installation, operation and maintenance of the Los Angeles Regional Interoperable Communications System (LA-RICS) Land Mobile Radio (LMR) System, which will provide public safety interoperable communications to the Los Angeles County region. The site and the associated agreement needed is presented in substantially similar form as enclosed.

RECOMMENDED ACTION:

It is recommended that your Board:

1. Find that the approval and execution of the SAA with Saddle Peak Communications for LMR Site MCI to allow the design, construction, implementation, operation and maintenance activities for the LMR System at Site MCI are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Regs. ("CEQA Guidelines") Sections 15301, 15302, 15303 and 15304 for the reasons stated in this Board Letter and as noted in the record of the project. Further, find that any leased circuit work that may occur outside of Site MCI, if needed to provide network connectivity to the LMR System, 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.

AGENDA ITEM K

2. Authorize the Executive Director to complete negotiations, finalize and execute the real estate agreement identified herein, substantially similar in form to the agreement attached hereto as Enclosure 1.

BACKGROUND

Discussions and negotiations ensued with Saddle Peak Communications when their existing holdover tenant at Site MCI announced it would be surrendering its wireless communication tower and related equipment shelter located east/northeast of LMR System Site Saddle Peak (SPN) on the same parcel. As was presented to your Board under the Director's report and Coastal Commission Site Updates over the last months, Authority staff pursued negotiations for the MCI site as it provides optimal coverage needed for the LMR System from its existing 70-foot lattice tower as opposed to the two (2) new eighteen (18) foot towers permitted by the California Coastal Commission that were previously proposed for Site SPN.

Entering into the proposed SAA would provide the Authority with license to use a portion of the parties' owned property for use as an LMR communications site. The licensed MCI site would include all necessary space and easements for access and utilities to improve, construct, install, operate, maintain and repair LMR communications facilities.

LA-RICS use of the site will be on a gratis lease basis, but the County of Los Angeles will need to negotiate and execute a separate lease with Saddle Peak Communications to allow for Sheriff's use of the site for other County equipment at a lease cost of \$4,000 a month. If County and Saddle Peak Communications are not able to do a lease deal for this site, the Authority will not proceed with the MCI site.

Delegated authority is requested to execute the agreement in substantially similar form as attached to this Board letter. Granting approval for the execution of this proposed agreement will assist in making the goal of interoperable communications in Los Angeles County a reality.

A brief summary of similar relevant provisions with Saddle Peak Communications:

Owner	No. of Sites	Term	Lease Cost	Zoning Requirements	Access Fee	Ministerial Permitting Cost
Saddle Peak Communications	1	9-15 years (In negotiation)	Gratis	Exempt	\$10,000 (One Time Fixed Fee)	Requires County of Los Angeles Regional Planning Review

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Construction of the proposed LMR System site would allow for greater frequency flexibility and would increase radio coverage, especially in those areas where there is no current or very limited coverage.

FISCAL IMPACT/FINANCING

The Access Fee is to reimburse Saddle Peak Communications for its costs associated with LA-RICS Authority's access and use of the site, including but not limited to, any needed review of permits, drawings, plans, and use of its staff required to escort and/or grant access to the Authority and its staff, contractors and employees during construction, implementation, operation and maintenance of the LMR Site. The \$10,000 One Time Fixed Access Fee is reimbursable under the Urban Areas Security Initiative 2019 grant.

ENVIRONMENTAL DOCUMENTATION

Approval of the design, construction, implementation, operation and maintenance of the LMR System infrastructure at the MCI site is exempt from review under CEQA pursuant to CEQA Guidelines Sections 15301, 15302, 15303 and 15304. This determination is based on a detailed analysis of the site, available in the Authority's files, which demonstrates that the communications equipment and tenant improvement proposed at the site (1) consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographic features, involving negligible or no expansion of existing or former use (Guidelines § 15301); (2) consists of the replacement or reconstruction of existing structures that would be located on the same site and would have the same purpose and capacity of the structure replaced (Guidelines § 15302); (3) consist of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and/or the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure (Guidelines § 15303); and (4) consist of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (Guidelines § 15304). The analysis also demonstrated that none of the activities proposed at these sites trigger any applicable exception to the identified categorical exemption(s). (Guidelines § 15300.2.)

Leased circuit work that may occur outside of Site MCI as needed to provide connectivity to the LMR System is categorically exempt under CEQA pursuant to CEQA Guidelines Sections 15301 (existing facilities), 15303 (new construction or conversion of small structures), and 15304 (minor alterations to land). Leased circuit work, if needed, may consist of minor trenching within existing road right of way. To the extent some leased circuit work may need to occur outside of a LMR System site to allow connectivity to the

LMR System cores, such work is categorically exempt under CEQA pursuant to State CEQA Guidelines Sections 15301, 15303 and 15304 since the work would involve minor alterations of existing facilities, mechanical equipment, and location of new small facilities as well as minor alteration in the condition of land within the public right of way and is therefore within certain classes of projects that have been determined not to have a significant effect on the environment. There would be negligible to no expansion of use associated with this activity since fiber(s) 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.

Specifically, at Site MCI, the LMR project would not impact any environmental resources of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies. Further, there are no cumulative impact of successive projects of the same type in the same place, over time to be significant; there is no reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances; the project at the site would not result in damage to scenic resources within a highway officially designated as a state scenic highway; the site is not included on any list compiled pursuant to Section 65962.5 of the Government Code; and the project at the site would not cause a substantial adverse change in the significance of a historical resource.

Upon the Board's approval of the recommended actions, the Authority will file a Notice of Exemption with the County Clerk for LMR Site MCI in accordance with Section 21152(b) of the California Public Resources Code and Section 15062 of the State CEQA Guidelines.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

SE:mbc

Enclosure

c: Counsel to the Authority

LMR SITE II ACCESS AGREEMENT

THIS LMR SITE II ACCESS AGREEMENT ("Agreement"), is made and entered into in duplicate original this _____ day of September, 2021

BY AND BETWEEN

**Licensor SADDLE PEAK
COMMUNICATIONS ("Owner"),**

AND

**Licensee THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY, a Joint Powers
Authority ("LA-RICS AUTHORITY"),**

COLLECTIVELY

"the Parties."

RECITALS:

WHEREAS, Owner owns certain real property described on Exhibit A attached to this Agreement ("Real Property"); and

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

WHEREAS, prior tenant Frontier California, Inc. has surrendered and conveyed the Tower and Equipment Shelter located on the Site ("the Improvements") to Owner and Owner is willing to assign the Improvements to LA-RICS AUTHORITY for use with the LMR communication site; and

WHEREAS, the Parties acknowledge that: (a) LA-RICS AUTHORITY shall retain design and build vendor(s) (collectively the "LMR Vendor") to design, construct, and perform services with respect to a regional interoperable LMR telecommunications system as a part of the LA-RICS; and (b) 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 and assignment of the Improvements for use of a LMR communication site located on the Real Property as shown on the Site Plan attached as Exhibit B in accordance with the terms and conditions prescribed in this Agreement and the assignment of the Improvements.

NOW, THEREFORE, in consideration of the foregoing recitals, which are deemed a contractual part of this Agreement, and the mutual promises, covenants, and conditions set forth in it, the Parties agree as follows:

1. **LMR SITE**

Owner licenses to the LA-RICS AUTHORITY and LA-RICS AUTHORITY accepts from Owner on the terms and conditions set forth in this Agreement, 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 Exhibits A and B attached to this Agreement and by this reference incorporated in it (the "LMR Site II").

The LA-RICS AUTHORITY acknowledges its personal inspection of the LMR Site II and the surrounding area and evaluation of the extent to which the physical condition of the Site and surrounding area will affect its operations. The LA-RICS AUTHORITY accepts the LMR Site II in its as-is condition with no duty to investigate, and Owner makes no warranty, express or implied, as to the suitability of the LMR Site II 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 in it.

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 II at the LA-RICS AUTHORITY's expense in accordance with all of the terms and conditions of this Agreement.

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

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

2. **PURPOSE AND USE**

The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to develop and use the LMR Site II for access, testing, design development, installation, operation, maintenance, and repair of a LMR facility at the LMR Site II. The LMR Site II, and its individual portions, if any, shall be used only for the purposes authorized by this Section 2, and such other purposes as are directly related to them, and for no other purposes whatsoever (collectively the "Permitted Activities").

The LA-RICS AUTHORITY (and/or its member agencies, the LMR Vendor, and/or other agents), at its cost 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 C (Equipment List) attached to this Agreement and by this reference incorporated in it (such LMR system, and associated infrastructure, shelters, equipment and related improvements, collectively, "LA-RICS Facility") and other related materials as may be deemed necessary by LA-RICS AUTHORITY. Any additional equipment installed by LA-RICS AUTHORITY shall be of the type and frequency which will not cause harmful interference as determined in accordance with existing industry standards to any preexisting equipment of Owner or Owner's other tenants on the Real Property. Owner or any of Owner's other tenants who currently have or in the future take possession of the Real Property or a portion of the Real Property will be permitted to install only such equipment that is of the type and frequency that will not cause harmful interference as determined in accordance with existing industry standards at the time of the interference to the then existing equipment of LA-RICS AUTHORITY.

Throughout the Initial Term or any Extension Term of this Agreement (as defined in Section 5 below), Owner shall license to LA-RICS AUTHORITY the use of and allow improvements to the Improvements surrendered and conveyed to Owner by Frontier California, Inc. upon the termination of the Frontier tenancy on the Real Property. Except as may otherwise be agreed in writing, upon termination, cancellation, or expiration of this Agreement, LA-RICS AUTHORITY shall surrender the Improvements to Owner, in the condition then existing as the Improvements have been modified or altered by the LA-RICS AUTHORITY throughout the duration of the term.

Subject to Section 14, LA-RICS AUTHORITY shall be allowed access over, though, and across the Real Property for ingress to and egress from LMR Site II 24 hours per day, 7 days per week without notice.

The LA-RICS AUTHORITY shall ensure that LMR Site II is used only for the purposes authorized by this Section 2, and such other purposes as are directly related to them or expressly authorized by this Agreement (collectively the "Permitted Activities"), and that all usage of the LMR Site II and/or the Real Property, including without limitation usage by the LMR Vendor, is in compliance with all terms and conditions of this Agreement.

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

3. INTENTIONALLY OMITTED

4. **APPROVALS/DESIGN REVIEW**

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

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

Owner and LA-RICS AUTHORITY acknowledge that the LA-RICS AUTHORITY is a California joint powers authority whose members have specified, pursuant to Section 4.04 of its Joint Powers Agreement and Section 6509 of the California Government Code, that all common powers exercised by the LA-RICS AUTHORITY's Board of Directors shall be exercised in a manner consistent with, and subject to all the restrictions and limitations upon the exercise of such powers, as are applicable to the County of Los Angeles ("County") (i.e., the LA-RICS AUTHORITY has adopted the County's operating mode). Accordingly, Owner and LA-RICS AUTHORITY agree that LA-RICS AUTHORITY (i) will comply with County Building Code requirements and (ii) will seek only those governmental approvals that would normally apply to the County, other than with respect to ministerial permits as described below. Notwithstanding the foregoing, the Parties agree that their cooperation in addressing any concerns raised by the Owner is essential to the success of the LA-RICS project and that accordingly all such concerns will be taken into consideration throughout the LMR Site II plan approval process, as described in this Sections 4 and 7 through 9.

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 II 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 II will be compatible with the LA-RICS AUTHORITY's engineering specifications and design and operational requirements. Owner shall work cooperatively and expeditiously with the LA-RICS AUTHORITY to complete review of any project plans and specifications, so as not to delay the design and construction of the LA-RICS Facility.

5. **TERM**

The initial term ("Initial Term") of the Agreement shall commence upon full execution of this Agreement and shall run nine (9) - fifteen (15) years (PENDING FINAL TERM NEGOTIATIONS), unless terminated earlier upon written notice of termination (a) by LA-RICS AUTHORITY or (b) by Owner pursuant to Section 28 (Default) .

(PENDING FINAL TERM NEGOTIATIONS) → LA-RICS AUTHORITY shall have the option to extend the Term of the License granted by this Agreement ("Extension Option") for three (3) periods of five (5) years (each an "Extension Term") provided that LA-RICS AUTHORITY is not in default as of the commencement of the Extension Term and that this Agreement has not been terminated as provided in this Section. Subject to the conditions set forth in this Section, each Extension Option may be automatically exercised by LA-RICS AUTHORITY, unless LA-RICS AUTHORITY delivers written notice to Owner of its intention to terminate this Agreement or not exercise an Extension Option at least six (6) months prior to the expiration of the Initial Term or the then current Extension Term ← (PENDING FINAL TERM NEGOTIATIONS)

6. **CONSIDERATION**

The consideration for the use granted in this Agreement shall be LA-RICS AUTHORITY's compliance with all the terms and conditions of this Agreement. LA-RICS AUTHORITY will not be subject to any security deposit. If LA-RICS AUTHORITY remains in possession of the LMR Site II or any part thereof after the expiration of the term of this Agreement, such occupancy shall be a tenancy on a *gratis* basis, subject to all terms, covenants, and conditions of this Agreement, and which is terminable only upon ninety (90) days written notice from Owner to LA-RICS AUTHORITY or from LA-RICS AUTHORITY to Owner.

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

Owner shall have the opportunity to review and provide input, if any, as to all project plans and specifications for the LA-RICS AUTHORITY's proposed alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements) after LA-RICS AUTHORITY's initial installation of the LA-RICS Facility on the LMR Site II. In addition, Owner shall have the right to inspect the equipment and the LMR Site II 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 15 of this Agreement (Emergency Access)) and, at LA-RICS AUTHORITY's option, LA-RICS AUTHORITY may choose to have a representative to accompany Owner during any such inspection of or access to a LMR Site II. The LA-RICS AUTHORITY shall not commence installation of equipment or alteration of a LMR Site II, or any portion of it, until the Owner has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Agreement, including without limitation Sections 4 and 7 through 9 of this Agreement. Owner's review and approval of the plans shall not release the LA-RICS AUTHORITY from the

responsibility for, or the correction of, any errors, omissions, or other mistakes that may be contained in the plans and specifications. The LA-RICS AUTHORITY shall be responsible for notifying Owner and all other relevant Parties immediately upon discovery of such omissions and/or errors. The LA-RICS AUTHORITY shall not cause or permit any change of any equipment installed by the LA-RICS AUTHORITY on a LMR Site II including power outputs or changes in the use of frequencies described in Exhibit C to this Agreement (Equipment List), but not including "like-kind" replacements, until after Owner has been provided an opportunity to review and approve such plans and specifications.

8. INSTALLATION

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

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

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

LA-RICS AUTHORITY accepts the LMR Site II 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 II 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 II 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 II, including any structural upgrades required to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements on the LMR Site II.

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

9. **ALTERATIONS**

LA-RICS AUTHORITY shall make no renovations, alterations, or improvements to the LMR Site II or the Real Property other than to install, maintain, replace, and operate the LA-RICS Facility in accordance with the documentation attached to this Agreement as Exhibits A, B, C and D, as may be required as a result of FCC rules or regulations, and/or as permitted elsewhere, without providing prior written notice to Owner, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2 of this Agreement. Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS AUTHORITY shall have the right to make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements without providing notice to the Owner. LA-RICS AUTHORITY agrees: (i) to submit to the Owner, for review and approval, all plans and specifications, working drawings, and other information reasonably required by the Owner covering proposed alterations by LA-RICS AUTHORITY, (ii) to discuss with Owner the Owner's concerns, if any, regarding the proposed alterations, and (iii) to work in good faith to address such concerns. All work to be done by LA-RICS AUTHORITY shall be performed in accordance with the plans provided to Owner.

10. **MAINTENANCE**

LA-RICS AUTHORITY shall perform maintenance to the LMR Site II, including general upkeep, landscaping, lawn-mowing, weed control, and related maintenance within the LMR Site II, and keep the LMR Site II neat, clean, and ready for normal use

by Owner and other users. Should LA-RICS AUTHORITY fail to accomplish this, following 30 days written notice from Owner, Owner may perform the work and LA-RICS AUTHORITY shall pay the cost upon written demand by Owner.

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

Owner shall be responsible for maintenance of the Real Property outside the LMR Site II and other Tenant premises, including general upkeep, landscaping, lawn-mowing, and related maintenance activities. LA-RICS AUTHORITY shall use reasonable efforts to assist Owner in the maintenance of the Real Property outside the LMR Site II by notifying Owner if LA-RICS AUTHORITY, through its use and operation of the LMR Site II, becomes aware of repair or other work that may be advisable or necessary for the maintenance of the Real Property; provided, however, that any failure by LA-RICS AUTHORITY to do so shall not be a breach of this Agreement.

11. **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 resulting from maintenance, operation, and construction on the LMR Site II 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 II, Owner shall provide written notice to LA-RICS AUTHORITY and allow LA-RICS AUTHORITY ten (10) business days after receipt of notice to remove such debris. After the expiration of such ten-business day period, Owner shall cause such debris to be removed and invoice LA-RICS AUTHORITY for the cost of the removal.

12. **OTHER OPERATIONAL RESPONSIBILITIES**

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

- (a) comply with and abide by all applicable rules, regulations, and directions of Owner;
- (b) at all times hold a valid FCC license for the Permitted Activities and comply with all applicable City and County ordinances and all State and Federal laws, and,

obtain and keep in effect all required permits and licenses required to engage in the Permitted Activities on the LMR Site II;

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

(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 II, unless such loss, damage, or destruction was caused by the negligent or willful act or omission of the Owner, its agents, employees, or contractors.

13. **RELOCATION**

Owner shall have the right to request relocation of the LA-RICS Facility or any portion of it on no more than one occasion during the term of this Agreement 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 II in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 of this Agreement, and (iii) does not materially interfere with any portion of the LA-RICS Facility or the LMR system or equipment, subject to the following terms:

(a) Owner shall pay all costs incurred by LA-RICS AUTHORITY for relocation of LA-RICS AUTHORITY's equipment from the LMR Site II to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LMR Site II, 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;

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

LA-RICS AUTHORITY shall have the right to request relocation of the LA-RICS Facility or any portion of it to an Alternate Site on the Real Property provided that the Alternate Site (i) is substantially similar to LA-RICS AUTHORITY's current LMR Site II in size; (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 of this Agreement, and (iii) does not materially interfere with any portion of the LA-RICS Facility or the LMR system or equipment subject to the following terms:

(a) LA-RICS AUTHORITY shall pay all costs relating to relocation of LA-RICS AUTHORITY's equipment from the LMR Site II to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LMR Site II, 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; and

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

14. ACCESS TO LMR SITE

14.1 Grant of Access.

The Real Property sits atop Saddle Peak, which can only be reached via a private access road known as "West Saddle Peak Road." The West Saddle Peak Road can only be accessed through the use of an access gate located at the intersection of Piuma Road and West Saddle Peak Road. The access gate is controlled by the Saddle Peak Homeowners' Association ("SPHOA"). The lower portion of West Saddle Peak Road ("Lower Road") runs through a suburban residential area of homes, and the Lower Road is maintained by the SPHOA. There is an approximately mile long portion of the West Saddle Peak Road (above the Lower Road) that commences at the conclusion of the suburban residential area of homes and ends at the Real Property (the "Upper Road").

Owner represents and warrants to LA-RICS AUTHORITY that Owner is authorized to grant access to and use of, the West Saddle Peak Road to LA-RICS AUTHORITY. Owner agrees to grant to the LA-RICS AUTHORITY, its member agencies, the LMR Vendor, and any other LA-RICS AUTHORITY agents or contractors a nonexclusive right to access and use West Saddle Peak Road ("Access Road"). LA-RICS AUTHORITY shall have access to and use of the Access Road throughout the Initial Term and any Extension Term of this Agreement. 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 Road on an "AS IS" basis. Use of the Access Road shall be at LA-RICS AUTHORITY's sole risk. LA-RICS AUTHORITY shall document the condition of the Access Road prior to the execution of this Agreement by means of photographs to be provided to Owner at LA-RICS AUTHORITY's cost. Owner agrees to facilitate LA-RICS AUTHORITY's access through the residential area located within the area covered by the SPHOA. The LA-RICS AUTHORITY shall provide Owner with notice of all of its representatives or agents who are authorized to access the LMR Site II pursuant to this Section 14.

14.2 Maintenance of Access Road and Costs.

The SPHOA is responsible for maintenance of the Lower Road. Owner shall be responsible for any SPHOA special assessments for Lower Road maintenance. Tenants and licensees (including LA-RICS AUTHORITY) of Owner shall be responsible

to reimburse Landlord for their pro rata share of any special assessment for Lower Road maintenance, outside of any regular annual SPHOA assessment.

Owner is responsible for its pro rata share of Upper Road maintenance pursuant to a separate Road Maintenance Agreement dated November 3, 2011, as amended, by and among Owner, the U.S. Government, the Federal Aviation Administration, American Towers LLC, and Southern California Edison Company. Owner will not seek reimbursement from LA-RICS AUTHORITY and LA-RICS AUTHORITY shall not be responsible for any costs, fees, assessments or dues associated with maintenance and repairs of the Upper Road.

LA-RICS AUTHORITY acknowledges and agrees that occasions may arise requiring the LA-RICS AUTHORITY to share in the cost of cleaning up mud-slide debris and repairing the Access Road within the perimeter of the Real Property to its original accessible condition after a storm or heavy rainfall. LA-RICS AUTHORITY agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from Owner that discloses the details of such clean-up or repair and associated costs upon at least thirty (30) days' notice.

Notwithstanding the foregoing, the LA-RICS AUTHORITY's financial burden pursuant to this Section 14.2 for the Lower Road special assessments, if any, and maintenance or repair of the Access Road within the perimeter of the Real Property shall not exceed Five Thousand and no/100 Dollars (\$5,000.00) per "Incident" per area, which areas include the Lower Road or Access Road within the perimeter of the Real Property. For the purposes of this Section 14.2, "Incident" shall be defined as arising from a singular cause or event.

Additionally, LA-RICS AUTHORITY shall pay to Owner a nonrefundable one-time lump sum payment of Ten Thousand and no/100 Dollars (\$10,000.00), to reimburse Owner for its costs associated with LA-RICS AUTHORITY's use of the Access Road and use of the LMR Site II, including but not limited to, any needed review of permits, drawings, plans, and use of Owner's staff required to escort and/or grant access to LA-RICS AUTHORITY and its staff and employees during construction, implementation, operation, and maintenance of the LMR Site II.

LA-RICS AUTHORITY shall reimburse Owner for any amount owing under this Section 14.2 within thirty (30) days following LA-RICS AUTHORITY's receipt of an invoice stating the amount owed and that includes reasonable supporting documentation.

15. **EMERGENCY ACCESS BY OWNER**

The Owner and its authorized agents may access the LMR Site II at any time for the purpose of performing maintenance, inspection, and/or for making emergency improvements or repairs to the LMR Site II or to interrupt or terminate LA-RICS AUTHORITY's transmission(s) from the LMR Site II should LA-RICS AUTHORITY be unable or unwilling to respond to Owner's request to take immediate action to correct

any deficiency which threatens Owner's operation on the LMR Site II, provided that Owner shall endeavor to provide a 24-hour prior notice to LA-RICS AUTHORITY and shall access the LMR Site II in the presence, if possible, of an LA-RICS AUTHORITY representative, if provided by LA-RICS AUTHORITY. Notwithstanding the foregoing, under no circumstance shall the Owner access LA-RICS AUTHORITY's equipment cabinets. Owner shall use its best efforts to minimize any inconvenience or disturbance to LA-RICS AUTHORITY when entering the LMR Site II. LA-RICS AUTHORITY shall reimburse Owner within thirty (30) days of receipt of Owner's written request for Owner's actual costs to correct any deficiency that is corrected by Owner pursuant to this Section.

16. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

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

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

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

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 II. LA-RICS AUTHORITY will immediately remedy its operations to comply with such applicable laws, rules and regulations as they apply to its operations, individually and in the aggregate, with all applicable FCC and other applicable governmental RF emissions standards, but shall only be liable for any violations of such applicable standards to the extent arising solely from LA-RICS AUTHORITY's equipment alone and not in combination with others. Where LA-RICS AUTHORITY's equipment, in combination with other, exceed or violates such standards, LA-RICS AUTHORITY shall reasonably cooperate with Owner and with other relevant Parties to mitigate such violations in a timely manner.

17. **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 II. Owner will cooperate with LA-RICS AUTHORITY with regard to utilities being run to the LMR Site II. If such installation is not feasible, as determined by Owner, LA-RICS AUTHORITY acknowledges and agrees that LA-RICS AUTHORITY nonetheless shall be responsible for any all costs of utilities used by LA-RICS AUTHORITY, which costs will be invoiced by Owner and paid by LA-RICS AUTHORITY within thirty (30) days of its receipt of the invoice.

18. **HOLD HARMLESS AND INDEMNIFICATION**

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

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

19. **INSURANCE**

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

General Liability. A program of insurance which shall be primary to and not contributing with any other insurance maintained by Owner, written on ISO policy form CG 00 01 or its equivalent, and endorsed to name the Owner as an additional insured, and shall include, but not be limited to 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 and Employers' Liability Insurance. 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. LA-RICS AUTHORITY shall provide coverage for Owner's property, and any improvements and betterments; This coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), Ordinance or Law Coverage and flood.

Be written for the full replacement cost of the property, with a deductible no greater than \$250,000.00 or 5% of the property value whichever is less. Insurance proceeds shall be payable to the Owner and LA-RICS AUTHORITY as their interests may appear and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the Agreement.

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

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

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

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

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

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

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

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

20. **FAILURE TO PROCURE OR MAINTAIN 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 Owner may immediately terminate this Agreement, or at its discretion, procure or renew such insurance and pay any premiums in connection therewith, and all monies so paid by Owner shall be reimbursed by LA-RICS AUTHORITY to Owner upon demand.

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

21. **TAXES**

The interest (as defined in California Revenue and Taxation Code Section 107) in the LMR Site II created by this Agreement may be subject to property taxation. 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 II arising from LA-RICS AUTHORITY's use of the LMR Site II.

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

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

22. **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, and any such notice and the envelope containing the same, shall be addressed to LA-RICS AUTHORITY as follows:

LA-RICS AUTHORITY
2525 Corporate Place, Suite 100
Monterey Park, California 91754
ATTN: Executive Director

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

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

Mr. E. L. "Ed" Hall
Saddle Peak Communications
50 Hall Lane
Clancy, Montana 59634
(406) 459-6249
(406) 442-4892
(406) 442-8293
ed@glimakraUSA.com
e.hall.mt@gmail.com

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

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

Notices may also be provided by electronic mail or facsimile transmission, provided that such notices are followed up with a copy sent via US Mail.

23. **LA-RICS FACILITY REMOVAL**

LA-RICS AUTHORITY shall remove all of its LA-RICS Facility and personal property and improvements from the LMR Site II and the Real Property with the exception of Improvements assigned by Owner to LA-RICS AUTHORITY, as the Improvements have been modified or altered, pursuant to Section 3, and restore the LMR Site II 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. If this Agreement is otherwise terminated or cancelled prior to the expiration date provided, LA-RICS AUTHORITY shall remove

from the LMR Site II and the Real Property all of its LA-RICS Facility and personal property and improvements and restore the LMR Site II 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 termination or cancellation.

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

LA-RICS AUTHORITY shall reconvey the Improvements assigned to LA-RICS AUTHORITY by Owner, as the Improvements have been modified or altered, pursuant to Section 3, coincident with the removal of LA-RICS AUTHORITY property and improvements as provided in this Section 23.

24. **ASSIGNMENT/SUBLICENSES/COLLOCATION AGREEMENTS**

This Agreement may not be sold, assigned, or transferred by LA-RICS AUTHORITY without written consent of Owner, which consent will be at Owner's sole discretion. All assignments will require an Assignment Agreement. Any LA-RICS AUTHORITY member agencies may assume LA-RICS AUTHORITY's rights and obligations under this Agreement and the assumption does not constitute an assignment under this Section. A change of stock ownership, partnership interest, or control of LA-RICS AUTHORITY or transfer upon partnership or corporate dissolution of LA-RICS AUTHORITY does not constitute an assignment under this Section.

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

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

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

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

Owner acknowledges LA-RICS AUTHORITY's intent to sublicense portions of the LMR Site II. One such sublicense may be with Los Angeles County Sheriff Department ("Sheriff") and shall permit the Sheriff to use or occupy a part of the LMR Site II for its communications purposes. LA-RICS AUTHORITY may enter into other sublicenses that grant other parties a right to use or occupy a part of the LMR Site II ("Collocation Agreements") for uses compatible with LA-RICS AUTHORITY's occupancy. Such Collocation Agreements, inclusive of the Sheriff's Collocation Agreement, shall be subject to Owner's consent, which consent may not be unreasonably withheld, conditioned, or delayed.

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

Owner may require monetary compensation in exchange for consent to any sublicense or Collocation Agreement, which compensation shall be negotiated at the respective Collocation Agreement negotiation period.

Owner shall have the right to lease or license the use of space on LA-RICS AUTHORITY's telecommunications pole to third parties, if such telecommunications pole is capable of housing such third party(ies), based on terms mutually agreeable to the LA-RICS AUTHORITY. Owner shall submit any proposed lease or license to the LA-RICS AUTHORITY for review and approval prior to entering into such lease or license. Such proposed instrument shall specifically include: (a) a provision that the lease or license must comply with and be subject to all 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. Any revenues generated by such third-party leases or licenses by Owner shall be retained by Owner, except for a fee in an amount calculated to compensate LA-RICS AUTHORITY for its administrative and other costs associated with approval of the lease or license.

25. **RELEASE OF SEPARATE LMR SITE ("LMR SITE I")**

LA-RICS AUTHORITY entered into a license from Owner for LMR Site I on the Real Property pursuant to LMR Site Access Agreement dated July 27, 2018. Upon execution of this Agreement and complete permitting of the LA-RICS AUTHORITY LMR Site II by all authorities, LA-RICS AUTHORITY and Owner shall terminate their license to LMR Site I and LA-RICS AUTHORITY shall transmit to Owner all permitting in place for LMR Site I.

26. **SUBORDINATION AND NON-DISTURBANCE**

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

27. **CONDEMNATION**

In the event of any condemnation of the Real Property (or any portion of it), LA-RICS AUTHORITY may terminate this Agreement upon written notice to Owner if such condemnation may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at the LMR Site II 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 II for losses related to the equipment comprising the applicable LA-RICS Facility, its relocation costs and its damages and losses (but not for the loss of its interest, if any,

under this Agreement). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and Owner and LA-RICS AUTHORITY shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other, if any, under this Agreement.

28. **DEFAULT**

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

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

29. **WAIVER**

Any waiver by either party of the breach of any one or more of the covenants, conditions, terms, and agreements 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 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 contained be

construed as in any manner changing the terms of this Agreement or stopping either party from enforcing the full provisions of this Agreement.

No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise of it 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 to this Agreement 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 II and the Real Property. For purposes of this Agreement, the term "hazardous substances" shall be deemed to include hazardous, toxic, or radioactive substances, as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes; crude oil or byproducts of crude oil other than crude oil which exist 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 II in the event of one of the following: (a) the applicable Real Property or the LMR Site II 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 the damage (or Owner in its sole discretion elects not to make such repair); or (b) the applicable Real Property or LMR Site II 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 II 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 II should Owner elect not to undertake such repairs. Any notice of termination provided pursuant to this Section shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement, if any.

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

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

32. **AUTHORIZATION WARRANTY**

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

33. **INDEPENDENT CONTRACTOR STATUS**

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

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

This Agreement shall be governed by and construed in accordance with the 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, and OSHA, and all provisions required by them to be included in this Agreement are incorporated by reference.

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

LA-RICS AUTHORITY 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.

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.

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.

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

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

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 agree that the Owner shall, at its sole option, be entitled to the sum of Five Hundred and no/100 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. **NONEXCLUSIVITY**

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

38. NOTICE TO EMPLOYEES REGARDING FEDERAL EARNED INCOME CREDIT

LA-RICS AUTHORITY shall notify its employees and shall require each Contractor and Subcontractor to notify its employees that the employee 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

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

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

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

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

40. **OTHER TERMS AND CONDITIONS**

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

Habitation. The LMR Site II 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 II.

Safety. LA-RICS AUTHORITY shall immediately correct any unsafe condition on the LMR Site II, 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 II. LA-RICS AUTHORITY shall cooperate fully with Owner in the investigation of any accidental injury or death occurring on the LMR Site II, including a prompt report thereof to the Owner. LA-RICS AUTHORITY shall cooperate and comply fully with State, County, 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 II.

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 II and within a distance of fifty (50) feet of it, and LA-RICS AUTHORITY and Owner shall prevent any accumulation of it from occurring.

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

41. **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 Owner may deal 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 therefor by this Agreement and authorized to act in its day-to-day operation.

LA-RICS AUTHORITY shall establish an identification system for each of its personnel assigned to service the LMR Site II that clearly indicates the name of the person. The identification system shall be furnished at LA-RICS AUTHORITY expense

and may include appropriate uniform attire and name badges as routinely maintained by LA-RICS AUTHORITY.

42. **BANKRUPTCY**

The Owner and LA-RICS AUTHORITY expressly agree and acknowledge that it is the intention of both Parties that if during the term of this Agreement LA-RICS AUTHORITY becomes a debtor in any voluntary or involuntary bankruptcy 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 Section 365 (as may be amended).

43. **SUCCESSORS AND ASSIGNS**

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

44. **SEVERABILITY**

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

45. **INTERPRETATION**

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

46. **ENTIRE AGREEMENT**

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

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

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

SADDLE PEAK COMMUNICATIONS

A California Joint Powers Authority

By: _____
Print Name: _____
Its: _____

By: _____
Edwin L. Hall
Managing Partner

APPROVED AS TO FORM:

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
COUNTY COUNSEL

JACKSON, MURDO & GRANT, P.C.

By: _____
Deputy

By: _____
Jacqueline T. Lenmark

EXHIBIT A

REAL PROPERTY

EXHIBIT B

SITE PLAN

EXHIBIT C

EQUIPMENT LIST

EXHIBIT D

CONCEPTUAL SITE PLAN