



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS SPECIAL MEETING

Thursday, September 13, 2018 • 9:00 a.m.

Los Angeles County Sheriff's Department

The Hertzberg Davis Forensic Science Center

Conference Room 263

1800 Paseo Rancho Castilla, Los Angeles, CA 90032

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

AGENDA POSTED: September 7, 2018

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

Members:

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

Alternates:

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

Officers:

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



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

I. CALL TO ORDER

II. ANNOUNCE QUORUM – Roll Call

III. APPROVAL OF MINUTES (A)

A. July 31, 2018 – Special Meeting 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 – No Report

E. Finance Committee Report – No Report

VII. DISCUSSION ITEMS (F-H)

F. Outreach Update

Agenda Item F

G. PSBN Onboarding Update

Agenda Item G



H. Request for Proposals for Los Angeles Interoperable Communications System (LA-RICS) Authority Engineering Design and Related Services

Agenda Item H

VIII. ADMINISTRATIVE MATTERS (I-L)

I. APPROVE REVISIONS TO THE POLICY FOR THE LA-RICS PERMIT APPLICATION PROCESS

It is recommended that your Board approve revisions to the enclosed LA-RICS Ministerial Permit Application Process (Enclosure) to expand the Executive Director's authority currently to approve and sign ministerial permit applications and/or related permits, as well as any other ministerial and/or administrative documents needed in order to comply with codes, ordinances, regulations, to also include signing temporary right of entry permits and temporary access agreements with various jurisdictions and private entities. The expansion of this delegated authority will facilitate access for site preparation work (i.e. staging, parking, etc.) to facilitate site construction and the implementation, operation, and maintenance of the Land Mobile Radio System and the PSBN.

Agenda Item I

J. APPROVE THE IMPLEMENTATION OF THE LA-RICS INFORMATION TECHNOLOGY AND SECURITY PROGRAM POLICIES (POLICY NOS. 024-2018, 025-2018, AND 026-2018)

It is recommended that your Board:

1. Approve the following enclosed LA-RICS IT Security Program Policies (Policies) to establish and enhance the Authority's Information Technology (IT) Security Program.
 - Board Policy No. 024-2018 – LA-RICS Information Technology and Security Program Policy (Enclosure 1)
 - Board Policy No. 025-2018 – Use of LA-RICS Information Technology Resources Policy (Enclosure 2)
 - Board Policy No. 026-2018 – LA-RICS Antivirus Security Policy (Enclosure 3)



2. Authorize the Executive Director to implement whatever appropriate procedures and/or plans necessary to carry out the Policies.

Agenda Item J

K. APPROVE SITE ACCESS AGREEMENT WITH CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES FIRE DISTRICT FOR A LAND MOBILE RADIO SYSTEM SITE

It is recommended that your Board:

1. Find that the approval and execution of the Site Access Agreement (SAA) with the Los Angeles Fire District (Fire District) for the LACF072 site to allow for all Land Mobile Radio (LMR) System work including construction, installation, operation and maintenance of the LMR infrastructure at this site as covered by the SAA are (a) within the scope of the Final Environmental Impact Report (EIR) prepared for the Los Angeles Regional Interoperable Communications System (LA-RICS) Land Mobile Radio (LMR) System, which was previously certified under California Environmental Quality Act (CEQA) on March 29, 2016, and (b) find that the environmental findings and Mitigation Monitoring Program previously adopted by the Board are applicable to the currently recommended actions, and (c) there are no changes to the project at this site or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.

Approve the execution of the SAA with the Fire District and authorize the Executive Director, or his designee, to execute the SAA, substantially similar in form to Enclosure.

Agenda Item K

L. APPROVE SUBLICENSES AND CONSENT TO SUBLICENSE FOR TWO LTE/LMR SITES; AND AMENDMENT, CONSENT, ASSIGNMENT AND ASSUMPTION OF SITE ACCESS AGREEMENTS FOR 26 LTE SITES

It is recommended that your Board:

1. Find that the approval of the Sublicenses and Consent to Sublicenses for LASDTEM and PLM to allow AT&T-NCW to access, operate, maintain, upgrade, supplement, construct, install, and repair LTE equipment and infrastructure for the NPSBN at that those sites, is within the scope of the



activities previously authorized by your Board on March 6, 2014, which your Board previously found statutorily exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System (LA-RICS) project, and further find that any work related to accessing, operating, maintaining, upgrading, supplementing, constructing, installing, and repairing LTE equipment and infrastructure for the NPSBN at that those sites that may occur as a result of this action, is categorically exempt under CEQA pursuant to CEQA Guidelines sections 15301, 15303 and 15304 for the reasons set forth in this letter and in the record of the project.

2. Find that the approval of the Amendment, Consent, Assignment and Assumption of LTE Site Access Agreements for the 26 sites identified in Attachment 1 to allow AT&T-NCW to continue to access, operate, maintain, upgrade, supplement, construct, install, and repair the LTE equipment and infrastructure for the NPSBN at those sites, is within the scope of the activities previously authorized by your Board on March 6, 2014, February 5, 2015 and July 9, 2015, which your Board previously found statutorily exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System (LA-RICS) project, and further find that any work related to accessing, operating, maintaining, upgrading, supplementing, constructing, installing, and repairing the LTE equipment and infrastructure for the NPSBN at that those sites that may occur as a result of this action, is categorically exempt under CEQA pursuant to CEQA Guidelines sections 15301, 15303 and 15304 for the reasons set forth in this letter and in the record of the project.
3. Delegate authority to the Executive Director to execute additional assignment agreements for other PSBN sites from Round 1 of the LA-RICS LTE/PSBN project with other jurisdictions and AT&T-NCW, provided they are substantially similar in form to Enclosure 3 with respect to the obligations, terms and conditions that affect and impact the Authority, and provided County Counsel reviews and approves as to form prior to execution by the Executive Director.

Agenda Item L



IX. MISCELLANEOUS – NONE

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

XI. CLOSED SESSION REPORT

XII. ADJOURNMENT and NEXT MEETING:

Thursday, October 4, 2018, at 9:00 a.m., at the Los Angeles Sheriff's Department, Scientific Services Bureau, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.



BOARD MEETING INFORMATION

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

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

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

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

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

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



BOARD OF DIRECTORS SPECIAL MEETING MINUTES

**LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

Tuesday, July 31, 2018 • 9:00 a.m.
Los Angeles County Sheriff's Department
The Hertzberg Davis Forensic Science Center
Conference Room 223 through 227
1800 Paseo Rancho Castilla, Los Angeles, CA 90032

Board Members Present:

Cathy Chidester, Dir., EMS Agency, County of LADHS
Chris Donovan, Fire Chief, City of El Segundo Fire Dept.
Mark Alexander, City Manager, CA Contract Cities Assoc.
John Curley, Chief of Police, City of Covina Police Dept.

Alternates For Board Members Present:

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

Officers Present:

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

Absent: None



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

I. CALL TO ORDER

Director Dean Gialamas called the Special Meeting of the Board to order at 9:03 a.m., and acknowledged and welcomed Captain Donna Cayson as the new Alternate for Chief Joe Ortiz.

II. ANNOUNCE QUORUM – Roll Call

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

III. APPROVAL OF MINUTES (A)

A. June 27, 2018 – Special Meeting Minutes

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

Ayes 8: Chidester, Donovan, Curley, Bundesen, Gialamas, Cayson, Perez and Leyn

Abstentions 2: Alexander and Geiger

MOTION APPROVED

IV. PUBLIC COMMENTS – (NONE)

V. CONSENT CALENDAR – (NONE)

VI. REPORTS (B-E)

B. Director's Report – Scott Edson

Executive Director Scott Edson reported a great deal of progress has been made since our last meeting. Public Safety Broadband Network (PSBN) Round 1 sites have all been transferred to AT&T via Agreement closing. Assignment of site access agreements are in progress. AT&T now holds the 20% Federal interest in those federally funded assets. LA-RICS is accompanying AT&T to all sites now to better determine what needs to be accomplished at each site to allow AT&T to fully deploy their full spectrum. We continue to assist the county and cities with assignment of Site



Access Agreements (SAA) and spreading the news about LA-RICS progress and future.

Executive Director Edson stated he met with five cities/agencies, including the Port of Los Angeles in this last month. In addition, he was invited to the Los Angeles County Police Chiefs Strategic Planning meeting in September to provide an update on the PSBN and a general update on LA-RICS. Executive Assistant, Wendy Stallworth-Tait will share more with you coming up in Agenda Item F.

The latest installation count is nearly 2,000 police and fire trucks on the PSBN network; we are striving for a seamless transition to AT&T FirstNet core. LA-RICS is also working with Los Angeles County Internal Services Department (ISD) to come up with local pricing for public safety use of the FirstNet / AT&T system. We anticipate ISD will be releasing pricing to include AT&T FirstNet service and any other carrier who can provide PSBN service.

PSBN Round 2 is underway with site selection of the 26 sites out of the 40 and are in negotiations with Motorola regarding cost. The environmental team has begun its analysis and we are expecting to deliver a round of sites for environmental consideration in the next 90 days. Site walks have occurred with Motorola and Bechtel to determine costs and feasibility of sites in order to finalize scope and costs.

As for Land Mobile Radio (LMR) Project Manager Justin Delfino will present an update. We are meeting with Motorola leadership on Thursday to ensure they are dedicating enough resources to the project and to ensure no slippage in the schedule. Executive Director Edson stated as you know there is no more construction after 2019, and we want to test and accept as early as possible in 2020.

Executive Director Edson stated this Fiscal-Year 2018-19 we are self-sustained. The proposed \$80 million dollar budget will be presented to you by Administrative deputy Susy Orellana-Curtiss in Agenda item H.

In order to ensure a smooth transition for agencies to move over to the AT&T FirstNet service we need to increase the level of work done by Televate. Televate is our LTE expert and they will assist with the ongoing transition of the PSBN to AT&T by assisting local agencies' successful Access Point Network (APN) connection to the National Public Safety Broadband Network (NPSBN); assisting with local control and governance issues of the NPSBN including service level agreements, managing the deployment and testing of vehicular router replacements and installs, and other associated PSBN work. Contracts Manager Jeanette Arismendez will provide you more details when we reach Agenda Item I.

Executive Director Edson went on to state in Agenda Item J we will be asking for Board approval to make necessary findings under the California Environmental Quality Act (CEQA).

Lastly, in Agenda Item K, we need an extension on the Motorola PSBN contract while we continue to negotiate the scope of work to be undertaken by Motorola in Round 2, to build the 26 new sites.

This concludes the Director's Report.

C. Project Manager's Report – Justin Delfino

Project Manager Delfino presented a PowerPoint presentation to the Board that included the following updates:

Active LTE Round 2 Site Work July 2018

- Site Selection
- Environmental Analysis Targeting first group submission in the next 90 days
- Site walks to determine scope and cost
- Prepare MSI Amendment

Active LMR Site Work July 2018 – UASI 16 Work

1. APC: Ph.4
2. BKK: Geotech, load study
3. CCB: Ph.4, Ph.2 change work
4. CLM: Ph.4
5. HPK: Ph.4, Ph.2 change work
6. LA-RICS-HQ: Ph.2 scheduled to complete Ph.2 on 10/19/18
7. MMC: Ph.4, Ph.2 change work
8. MVS: Ph.4, Ph.2 change work
9. ONK: Ph.4, Ph.2 change work
10. PLM: Ph.4
11. RIH: Ph.1
12. TPK: Ph.4, Ph.2 change work
13. VPK: Ph.2 scheduled to complete Ph.2 on 9/18/18

The next sites on the PowerPoint presentation are listed below:

- BKK – (Geotech drilling, complex electrical configuration before we finalize our design)
- RIH – (Geotech is complete and test are done as a part of the design)

The next sites on the PowerPoint presentation are the 20/20/20/20 Track:

Sites with targeted start dates for the end of Summer 2018

1. UCLA - 100% CD
2. POM - Plan Check
3. LA-RICSHQ - Started
4. SGH - Plan Check
5. LAN - Plan Check
6. UNIV - 100% CD
7. CRN - Plan Check
8. DPW038 - 100% CD

Sites with targeted start dates for the end of Year 2018

1. BHS - 75% CD
2. RHT - ZD
3. MIR - 50% CD
4. OAT - 100% CD
5. AGH - ZD
6. LACFDEL – ZD
7. INDWT – Site Sketch

This concludes the Project Manager's Report.

Board Member Chris Donovan asked Program Manager Delfino if there is a commonality with the changes that you mention at a number of sites. Program Manager Delfino stated yes, its electrical scope. There was an issue with the single line diagrams, requiring re-issuances to the field so that jurisdictional finals can be issued. Board Member Donovan asked if the meeting with Motorola will be to smooth this issue out and Program Manager Delfino stated yes that is correct.

D. Joint Operations and Technical Committee Chairs Report – Tanya Roth

Deputy Program Manager Roth stated the Joint Operations and Technical Committee (Joint Committees) convened their regular meeting on Tuesday, July 24, 2018, and there were two items on the Agenda.

The first being a discussion item on the concept of a travelling Joint Committee meeting. Deputy Program Manager Roth shared this item was very well received by the Joint Committees and intent is now to schedule remaining meetings at locations conveniently located that could be followed by an LMR site tour for those interested to see a physical installation. The advantage of the travelling meeting would be to educate the public safety community on LA-RICS, create goodwill and to encourage additional participation from the public and stakeholders.

The second item on the agenda was regarding the Security Policies. As previously presented, intent of the security policies is to develop an overarching security program for LA-RICS, which will ensure that LA-RICS IT Resources are protected against all forms of unauthorized access, use, disclosure, and modification. Deputy Program Manager Roth stated we now have a bundle of three policies (IT Security Program, Use of LA-RICS IT Resources and LA-RICS Antivirus) that we plan to bring to the next Board meeting for board consideration.

Deputy Program Manager Roth stated that outside of the Joint Meeting, staff is working to organize a working group to discuss Fleet Mapping and wrapping up Sections 6 and 7 of the SOP.

This concludes the Joint Committee Report.

Executive Director Edson stated Fleet Management is a common term used in radio communications, and used more by fire than law enforcement officials. Fleet Management is a matrix of various channels and frequencies, so that everyone can have a say and logical aspect of how the channel configuration will be. Executive Director Edson stated once its final it will be shared across the state; so that when mutual aid is called from fire or law enforcement, they know where everybody's frequencies are.

E. Finance Committee Report

Administrative Deputy Orellana-Curtiss stated the item presented to the Finance Committee for a recommendation to this Board was the adoption of the Fiscal-Year 2018-19 Operating Budget. The Finance Committee had nine attendees and they voted unanimously to recommend the adoption of Fiscal-Year 2018-19 Operating Budget to your Board. Administrative Deputy Curtiss stated there were questions related to the grant funded activities and match requirement relating to the augmented funds under the BTOP grant. There was also discussion on agenizing at the next Finance Committee meeting discussions on modifying or revising the existing Funding Plan to contemplate a subscription base structure versus the current structure of population and geography cost factors.

Board Member Cathy Chidester asked with AT&T coming in, would there be any changes to the budget in the future, such as planning or staffing. Administrative Deputy Orellana-Curtiss stated there is a change in the recommended budget that shows a new revenue source, which resulted in our executed business agreement with AT&T. Administrative Deputy Orellana-Curtiss stated now that we have the initial payment made as a result of closing that business agreement, we have a new revenue source identified in your budget; that was not there in prior fiscal years.

As far as change on the LTE rollout, we no longer have operations and maintenance as one of the cost factors in our budget given the PSBN has been transferred to AT&T. We do have the rollout of LTE Round 2, so we still have LTE administrative cost. The structure of this budget is otherwise the same as previous fiscal year. We are not operating and maintaining the LTE system, which was a contract we had in place with Motorola, but we have LTE related duties because we were rolling out Round 2. Administrative Deputy Curtiss stated LA-RICS is transitioning users from PSBN to the NSPN as well as testing, service level agreement work and there still will be some LTE related work that will be funded by the BTOP grant into the year 2020.

Director Gialamas stated there have been previous discussions by the Board on what is going to occur with the County relating to County contributions made to LA-RICS to date whether it will be treated as a loan or will the County forgive the loan. We have had very positive discussions with the County and we are expecting a final answer, which amounts to approximately \$20 million in contributions to date. The meeting that was held was very favorable and we expect some good news. This will have a significant impact on member agency cost, if that loan is forgiven making the per device charges for users on LA-RICS to be very competitive. This will help sustain and grow LA-RICS into a very valuable program. Executive Director Edson stated we are expecting an answer from the County by September 1st.

VII. DISCUSSION ITEMS (F-G)

F. Outreach Update

Executive Assistant Stallworth-Tait presented Agenda Item F and stated highlighted activities from the LA-RICS Outreach Team that included meetings with Police Chief's and Fire Chief's from cities of Gardena, Claremont, Arcadia, Compton and the Port of Los Angeles to provide updates on the transition of the PSBN assets as well as overall update on the LA-RICS project. Members of the LA-RICS team attended Department of Homeland Security Conference in New York and LA-RICS made a presentation to attendees of the conference on Multiagency Cybersecurity Best Practices Approaches. Since the conference presentation, Counsel Moore has been very engaged in conversations with agencies that attended the conference and interested

in our local policies and procedures. Lastly, Volume 3, Issue 11 of the LA-RICS Newsletter is being released today.

There was no further discussion.

G. PSBN Onboarding Update

Executive Assistant Stallworth-Tait presented Agenda Item G and stated the transition of the PSBN sites to AT&T continue. We are coordinating joint testing with the above-mentioned agencies to minimize any service impacts due to the transition. Device vendor evaluations are underway to help determine the router transition.

There was no further discussion.

VIII. ADMINISTRATIVE MATTERS (H-J)

H. APPROVE THE FISCAL-YEAR 2018-19 PROPOSED LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY OPERATING BUDGET

Administrative Deputy Orellana-Curtiss presented Agenda Item H, acknowledged and congratulated the JPA on the successful closeout of Fiscal-Year 2017-18. As Director Gialamas expressed we had a successful meeting with the County of Los Angeles, at which time we confirmed the revenue source for the member-funded items within this 2018-19 proposed budget would come from revenue generated from the LA-RICS / AT&T Business Agreement. Administrative Deputy Orellana-Curtiss stated she would highlight the changes in 2018-19 budget from what was adopted in 2017-18. We have an increase in revenue and corresponding grant expenditures identified under the Broadband Technology Opportunities Program (BTOP) augmented grant. We have been awarded an additional \$32 million for buildout of LTE Round 2. This budget reflects a portion of that reflected in this budget to align with what we plan to spend in Fiscal-Year 2018-19, as well as the other grant funded activities under Urban Areas Security Initiative (UASI) under the LMR deployment. Administrative Deputy Orellana-Curtiss stated an approximate total of \$75 million of grant-funded activities are projected for Fiscal-Year 2018-19. In addition, the Member Funded line items, if you take a look at footnote "Note 2" it states Member Funded JPA Operations, LTE Administrative Cost, and LMR Administrative Cost will be paid for out of the LA-RICS AT&T Business Agreement Funds. Those funds were deposited on June 29, 2018, which is when we closed with AT&T on the Business Agreement. A portion of those funds will be used for member-funded items that are not grant funded, which was previously provided to this JPA on loan by the County for previous Fiscal

Years. There will not be such a loan in Fiscal Year 2018-19, as we will be utilizing the AT&T Business Funds.

Administrative Deputy Orellana-Curtiss stated another significant change in Fiscal-Year 2018-19 Proposed Budget, is the AT&T Business Agreement Services line item. We have identified the need to replace, switch and or swap 4,300 vehicle routers that are being installed by agencies operating on the PSBN. As part of the deal, we asked for an additional \$2.5 million in services funds, which will allow agencies to pay for the installation and swap of those devices that we will be receiving from AT&T. We now have a third fund source, grant funded expenditures, and member funded expenditures and AT&T Business Agreement Services expenditures. The third revenue line item will pay those expenditures that fall under the swap services that the agencies will incur.

Board Member Mark Alexander asked Executive Director Edson what is the total agreement value AT&T committed. Executive Director Edson stated approximately \$18.5 million. Board Member Alexander stated only a portion is reflected in this budget. Executive Director Edson stated yes once we build and transfer 13 sites to AT&T we will receive \$3 million and once we build the last 13 sites we will receive \$3 million. Board Member Alexander asked are we accounting for \$2.5 million here. Administrative Deputy Orellana-Curtiss stated the budget accounts for \$2.5 million in AT&T Business Agreement Services for swap of the routers and \$3 million from the Business Agreement for ongoing operations. Board Member Alexander expressed his concerned about what if the County does not forgive the loan and how will we address it, should we be setting aside some of the AT&T funds in the event that should occur. Administrative Deputy Orellana-Curtiss stated we are setting aside \$3 million from the initial \$6 million payment with the additional funds that would be collected once we achieve successful deployment and transition of sites from Round 2, with use of those funds to be determined by this Board with LA-RICS staff recommendation moving forward. Alternate Board Member John Geiger stated the \$3 million does not include the County pay back. Administrative Deputy Orellana-Curtiss stated it is only reserved with no use identified at this time in this proposed budget. Board Member Chidester asked would the reserved funds show somewhere. Administrative Deputy Orellana-Curtiss stated it will show in your financial statements and we will be reporting to you quarterly. The Board would need to approve an amended budget if an additional use is identified. Board Member Geiger stated the \$6 million that goes into the reserved is earmarked for equipment, replacement and ongoing operations not for payback. Administrative Deputy Curtiss stated out of the \$6 million, \$3 million is earmarked for JPA member funded operations and activities in FY 2018-19, with \$2.5 million as separate and additional funds source from the \$6 million. Board Member Alexander stated in actuality the source of funds received from AT&T is \$8.5 million and Administrative Deputy Orellana-Curtiss stated yes that is correct.



Director Gialamas stated \$3 million would be in reserve in case the County comes back and says we need to pay the loan back. The \$3 million will be part of that payback if necessary but we would bring it back to the Board for approval.

Board Member Alexander had a follow up question regarding member-funded services for operations and if the plan is to bill/invoice members or are we, referring to using AT&T funds to cover those operational costs. Administrative Deputy Orellana-Curtiss stated similar to years in the past we did not invoice or bill members, securing funds from Los Angeles County as a loan. This time around, Member Funded expenditures will come out of the LA-RICS funds; the fund source is the AT&T Business Agreement, thus we will not be billing members for this year's costs.

Board Member Alexander stated he is not clear what the cost are for members and understands we are not billing members yet, so how are those numbers based. He also stated he would like to understand what the per membership cost is. Is there a breakdown somewhere? Administrative Deputy Orellana-Curtiss stated there is a breakdown that assigns each member a cost factor per the Adopted Funding Plan, however, what we are proposing here is to use reserved portion of funds from the AT&T Business Agreement to pay for those operations without the intent to collect. We would like to come back to your Board because we have close to \$20 million loan to address from Fiscal-Year 2014-15 to present. In September, the plan is to bring an item that will account for everything owed to date. At that time, we can bring a cost factor table with all the members and their proportionate cost factor per the existing Funding Plan.

Director Gialamas stated the intent to date is because we have the deal that has been closed with AT&T that rather than charging the member agencies that cannot get on LA-RICS and use it at this point is to absorb that within the revenue sources we have and as we work toward LMR being accepted and going live, we would then charge users on the System, the idea is to not have member agencies pay for services that are not acquired at this point.

Board Member Alexander stated how we are identifying the cost per agency.

Administrative Deputy Curtiss stated if we were to go back and collect from 2014-15 through 2018-19, we have cost factors that are stipulated through the formula in the Adopted Funding Plan. We can present that with an item in September, once we know how we are going to address the loan from the County. There are set formulas that identify the members and their corresponding cost factors.

Director Gialamas stated that has not been readjusted in light of the County's pending decision. The County's decision will be the make or break point on where we go with



those cost models and if the decision comes back favorable or not, we will have the decision in September.

Executive Director Edson stated the County has covered our cost until 2018-19 and now the County is negotiating what to do with that figure. We have not adjusted the cost from the existing Funding Plan because we can now afford to sustain ourselves with the funds secured via the AT&T Business Agreement. This calendar year the Finance Committee will have discussions to consider a subscription model, targeting the end of the year or early next year, and ideally bring to the Board a model that revises the existing Funding Plan. Executive Director Edson stated if all goes well, we will not owe monies, we can inform agencies the cost, and they can sign up in 2020.

It is recommended that the Los Angeles Regional Interoperable Communications System Authority (Authority) approve the enclosed Fiscal-Year 2018-19 Proposed Operating Budget of \$80,618,000 to be utilized for the continued operation of the Authority.

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

Ayes 10: Chidester, Donovan, Alexander, Curley, Geiger, Bundesen, Gialamas, Cayson, Perez and Leyn

MOTION APPROVED

I. AMENDMENT NO. 14 FOR PROFESSIONAL BROADBAND ENGINEERING CONSULTING SERVICES

Contracts Manager Jeanette Arismendez presented Agenda Item I and stated, as Executive Director Edson and Administrative Deputy Orellana-Curtiss previously mentioned, that there are still activities related to the AT&T transition. The Business Agreement was executed in December 2017 and, amongst other things, some of the items contemplated in the agreement were the replacement/swap of routers and the transition of the entire PSBN, which occurred in July 2018. Contracts Manager Arismendez stated there is additional work that needs to be complete and provided the following recommendations:

1. Approve Amendment No. 14, substantially similar in form to the enclosed Amendment, which contemplates allowing Televate to assist the Authority with ongoing transition of the PSBN to AT&T including assisting local agencies' successful APN connection to the NPSBN, assisting with local control and

governance of the NPSBN including service level agreements, managing the deployment and testing of vehicular router replacements and installs and other associated work, for a cost increase in the amount of \$1,722,525.

2. Approve an increase to the Maximum Contract Sum in the amount of \$1,722,525 from \$12,516,500 to \$14,239,025 to cover the cost of work contemplated in Amendment No. 14.
3. Delegate authority to the Executive Director to execute Amendment No. 14, in substantially similar form to the enclosed Amendment.

Alternate Board Member Geiger asked if the cost for this amendment would be paid for by BTOP grant funds or something else. Administrative Deputy Orellana-Curtiss stated there are two funding sources. One source is the AT&T Business Agreement whereby \$2.5 million has been allocated for the router swap services and transition the PSBN from the Authority to the AT&T. Administrative Deputy Orellana-Curtiss stated that \$500,000 out of the \$2.5 million has been earmarked for consultant support services and can be used to fund a portion of the work to be performed in this amendment. The other funding source is derived from originally identified positions under the JPA Project Team. The Authority has always envisioned use of a Subject Matter Expert (SME) in broadband technology, and due to the difficulty in finding a SME within its project team, it was necessary to pull funds from items identified under the County of Los Angeles Sheriff's Department, County of Los Angeles Fire Department, and County of Los Angeles Internal Services Department. We have pulled salary portions of those positions and set them aside for the TeleVue contract. In the past, the Authority was able to use LTE Operations and Maintenance as a funding source; however, due to the transition of the PSBN to AT&T, there is no longer funding contemplated for LTE Operations and Maintenance included in the 2018-19 Budget. There is still a significant amount of work that needs to be completed for the member agencies in terms of transitioning. We need a Broadband Engineer Consultant to assist with ensuring the member agencies are getting the services they need with the NPSBN and the new devices.

Alternate Board Member Geiger asked if the Authority is able to recruit a Broadband SME if there was a salary paid by BTOP. Administrative Deputy Orellana-Curtiss stated no, there would need to be another fund source as the grant will not pay for ongoing operations. We have been recruiting aggressively and looking for an SME within other departments, but they do not have the resources available with the required knowledge. Administrative Deputy Orellana-Curtiss informed the Board the positions being used to offset the SME have been vacant for approximately 3 to 4 years. The term for the SME is for 30 months at approximately \$57,000 a month if we take an even split into consideration. We anticipate working through 2020 with

agencies that will be transitioning and swapping routers and coming onto to the NPSBN, which will take approximately two years to complete so the services of the SME are required. Executive Director Edson stated fire, law enforcement and EMS all need to have SME since AT&T is now responsible for the network. A high-level of understanding of LTE and the capabilities of the system is required and the technical concerns we will have over the next two years to go live on the system will require the expertise of an SME. Executive Director Edson expressed the importance of ensuring that a relationship is built between member agencies and we hope that the Joint Operations and Technical Committee will work to continue with regional governance not just LA-RICS but also the entire region.

Board Member Alexander asked if there is a breakdown of the hourly rate and total number of hours. Administrative Deputy Orellana-Curtiss stated the hourly rate has not changed from your Board's previous approval but it is distributed over 30 months at approximately \$57,000 a month and translates to three full-time equivalents. Board Member Alexander asked how many devoted hours. Director Gialamas stated it is about \$118 an hour if working full-time. Administrative Deputy Orellana-Curtiss stated we could provide a report if requested, but explained that it depends on the position assigned to perform the work as needed with the corresponding hourly rate. Administrative Deputy Orellana-Curtiss reiterated the existing hourly rates have not changed and we are not extending the term from what was previously approved by your Board.

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

Ayes 9: Chidester, Donovan, Curley, Geiger, Bundesen, Gialamas, Cayson, Perez and Leyn

Abstention 1: Alexander

MOTION APPROVED

J. APPROVE AMENDMENT NO. 34 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM – LAND MOBILE RADIO SYSTEM

Contracts Manager Arismendez presented Agenda Item J and requested the Board take certain actions and make those certain environmental findings contemplated in Agenda Item J as follows:



1. Take the following actions with respect to the LMR System Site Industry Water Tanks (INDWT) project:
 - a. Consider the Mitigated Negative Declaration for the LMR INDWT project, find that the Mitigation Monitoring Program (MMP) is adequately designed to ensure compliance with the mitigation measures during project implementation, find on the basis of the whole record before the Board that there is no substantial evidence that the INDWT project will have a significant effect on the environment, and that the Mitigated Negative Declaration (MND) prepared for the INDWT project reflects the Authority's independent judgment and analysis, and adopt the Mitigated Negative Declaration included as Enclosure 1 to the Board Letter and adopt the MMP included as Enclosure 2 to the Board Letter as a condition of approval for the project.
 - b. Find that inclusion of one (1) LMR System Site (INDWT) into Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), and Phase 4 (LMR System Implementation), and exercising of the Unilateral Options to align with the updated LMR System Design which would authorize the Authority to proceed with construction, implementation, operation, and maintenance of LMR infrastructure at Site INDWT, are within the scope of the MND recommended for adoption above.
2. Make the following findings with respect to other items included in Amendment No. 34 (Enclosure 3 to the Board Letter) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola):
 - a. Find that removal of certain Authority equipment, in particular, an Uninterruptible Power Supply (UPS) from Los Angeles Police Department's Valley Dispatch Center does not have the potential to result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and therefore is exempt from review under the California Environmental Quality Act (CEQA) as it is not a project pursuant to CEQA Guidelines Section 15061(b)(3) and 15378(a), and the Public Resources Code Section 21065.
 - b. Find that (a) approval of the LMR Change Order Modifications necessary to reflect reconciliation of one (1) LMR System Site (Agoura Hills [AGH]) to align with updated LMR System Design is within the scope of the Final Environmental Impact Report (EIR) for the LA-RICS LMR System, which was previously certified by the Board under CEQA on March 29, 2016; and (b) that there are no changes to the project at this site or to the circumstances under which the project is undertaken that require revisions to the previous EIR due

to new significant effects or substantial increase in the severity of previously identified significant effects.

- c. Find that approval of the LMR Change Order Modifications necessary to reflect reconciliation of one (1) LMR System Site (Hauser Peak [HPK]) to align with the updated LMR System Design is within the scope of design, construction, implementation, operation, and maintenance activities for the LMR System previously authorized at this one (1) site. The LMR activities at Site HPK were previously found by your Board to be statutorily exempt from review pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the LA-RICS project, and any leased circuit work that may occur outside of Site HPK if needed to provide network connectivity to the LMR System, was previously found to be categorically exempt under CEQA pursuant to State CEQA Guidelines Sections 15301, 15303, and 15304.
3. Approve Amendment No. 34 (Enclosure 3 to the Board Letter), in substantially similar form to the enclosure, to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect the following:
 - a. Inclusion of one (1) LMR System Site (INDWT) into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,016,780.
 - b. Removal of certain equipment, in particular a UPS, from Los Angeles Police Department's Valley Dispatch Center for a cost increase in the amount of \$6,010.
 - c. Make changes necessary to incorporate LMR Change Order Modifications related to LMR System Sites AGH and HPK for a cost increase in the amount of \$90,744.
 - d. Extend a bridge warranty for certain Early Deployment/Specified Equipment to bridge the warranty gap for this equipment commencing on August 1, 2018 up to and including December 31, 2019 for a cost increase in the amount of \$430,800.
4. Authorize an increase to the Maximum Contract Sum in the amount of \$1,544,334 from \$295,919,379 to \$297,481,203 when considering the cost increase.



5. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 34.
6. Delegate authority to the Executive Director to execute Amendment No. 34, in substantially similar form, to the enclosed Amendment.

Board Member Donovan had a question in relation to CEQA, regarding public scoping, in particular what kind of outreach occurred. Counsel Nicole Gordon stated for CEQA the only new environmental analysis is related to the INDWT project and a Mitigated Negative Declaration was completed. Counsel Gordon indicated there was no public scoping meeting, however, we did have the document circulated for public review for 20 days and no comments were received with the exception of one from Orange County acknowledging they received the document. Board Member Donovan asked if it did hit the threshold for requirement on public, scoping to which Counsel Gordon stated that was correct. Carl Rykaczewski stated it was also published in two newspapers in Orange County and San Gabriel.

Board Member Alexander asked what is the assessment of risk is if we do not extend the bridge warranty. Counsel Truc Moore stated if we do not extend the bridge warranty, the contemplated equipment falls out of warranty and will not be in service. Counsel Moore further explained that when the LMR System achieves final system acceptance the bridge warranty would no longer be required, as the contemplated equipment will be folded into the system warranty. Since we are doing these early installations, we have to make sure all the equipment is on a regular warranty and maintenance schedule. Board Member Alexander asked if the bridge warranty is a necessity and Counsel Moore stated that it was. Executive Director Edson explained that a direct risk analysis was not performed because we were looking to onboard users on the system early and we want the system to go live, and in order to do so the equipment must be under warranty.

Program Director Chris Odenthal added that from a practical standpoint, all equipment should be up and running and deployed on the same version of software and at the same time to guaranty final system acceptance so that when the system is turned on everything is operating together and with the most updated software and firmware version.

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

Ayes 10: Chidester, Donovan, Alexander, Curley, Geiger, Bundesen, Gialamas, Cayson, Perez and Leyn



MOTION APPROVED

K. APPROVE AMENDMENT NO. 30 FOR AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM PUBLIC SAFETY BROADBAND NETWORK

Contracts Manager Arismendez presented Agenda Item K and recommended that the Board approve the following:

1. Approve Amendment No. 30 to Agreement No. LA-RICS 008 for the PSBN with Motorola Solutions, Inc. (Motorola), in substantially similar form to the (Enclosure to the Board Letter), which extends the Term of the Agreement for an additional sixty (60) days from August 1, 2018, until September 30, 2018, unless sooner terminated or extended in whole or in part, at no cost.
2. Delegate Authority to the Executive Director to execute an amendment to extend the term for an additional thirty (30) days, at no cost, should the need exist, to allow for the finalization of scope for the PSBN Round 2 buildout, provided such amendment is approved as to form by Counsel to the Authority.
3. Delegate authority to the Executive Director to execute Amendment No. 30, in substantially similar form to the enclosed Amendment.

Alternate Board Member Geiger asked with respect to the fiscal impact it states, "There is no fiscal impact for the recommended actions at this time." Is there a time in the future that this statement is no longer true to which Contract Manager Arismendez indicated no.

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

Ayes 10: Chidester, Donovan, Alexander, Curley, Geiger, Bundesen, Gialamas, Cayson, Perez and Leyn

MOTION APPROVED

IX. MISCELLANEOUS – NONE

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



XI. CLOSED SESSION REPORT - NONE

XII. ADJOURNMENT and NEXT MEETING:

The Board meeting adjourned at 9:59 a.m., and the next meeting will be held in sometime in September with notice forthcoming.

Executive Summary

September 13, 2018

LTE Update

- PSBN Round 1 sites have all been transferred to AT&T. The Authority is accompanying AT&T to all sites to determine what needs to be accomplished at each site in order to ensure a seamless transition onto the NPSBN.
- PSBN Round 2 is underway with site selection and vendor negotiations ongoing. The environmental team has begun its analysis and we are expecting to deliver the first round of sites for environmental consideration in the next 90 days.
- Site walks have initiated with the Authority, MSI, and Bechtel to identify scope as well as for cost model refinement.

LMR Update

- Zoning Drawing – 22 Sites are at ZD level.
 - 50% Construction Drawings – 5 Sites are at 50% level.
 - 75% Construction Drawings – 3 Sites are at 75%.
 - 100% Construction Drawings – 6 sites are at 100% level.
 - Building Permit Received – 21 Sites to date.
 - Sites Eligible to Construct: (Includes Completed Sites, Sites Under Construction and/or Equipment Installs & Locations).
- | | |
|---|---|
| 1. APC – Junction of I-105 and I-405 | 11. MLM – Mira Loma Detention Center |
| 2. BMT – Angeles, overlooking CA-138 and I-5 | 12. MMC – Palmdale – Sierra Pelona Mountain Way |
| 3. CCB – Compton | 13. MVS – Whittier |
| 4. CCT – Downtown | 14. ONK – Oat Nike |
| 5. CLM – Claremont | 15. PHN – Puente Hills |
| 6. FCCF – 1320 Eastern Ave | 16. PLM – Palmdale |
| 7. HPK – Northern Angeles, overlooking Palmdale | 17. SDW – San Dimas Water Tank |
| 8. LDWP243 – Junction of I-5 and CA-14 | 18. TPK – Gorman |
| 9. LASDTEM – Temple City | 19. VPK – Verdugo Peak – Glendale |
| 10. LA-RICS HQ, - Monterey Park | 20. SGH – Signal Hill |

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	\$5,240,456	\$5,240,456	\$1,851,808	\$-	5/31/19
UASI 17	\$34,763,750	\$23,463,816	\$-	\$-	5/31/20
UASI 18	\$34,763,750	\$-	\$-	\$-	Not yet awarded
UASI 19	\$35,000,000	\$-	\$-	\$-	Not yet awarded
BTOP	\$154,640,000	\$-	\$116,565,923	\$38,074,077	9/30/20

STATUS OF PSBN AGENCY ONBOARDING		
Agency	Onboarding Status	Number of Units Installed, Demo Kit or SIM cards Received
LASD	Installations in progress.	1293
LACoFD	Installations in progress.	686
Inglewood PD	FirstNet connection is awaiting final testing. Joint testing of the APN is being scheduled to complete by 10/18/18. 17 vehicle installation complete.	25
Claremont PD	FirstNet connection and testing is complete.	2
Bell PD	Two routers in use. Working directly with FirstNet/AT&T.	2
Covina PD	Two routers in use. Transition options from the LA-RICS APN are under review.	2
UCLA Health	Mobile Stroke Unit in operation using the LA-RICS connection. Transition options from the LA-RICS APN under review.	1
Health Services / EMS	Request for antennas for 3 routers approved pending procurement of installation services and antennas. Transition options from the LA-RICS APN under review.	3
El Segundo Fire & PD	Two routers in use via LA-RICS connection. Routers in use over the LA-RICS APN and transition options from the LA-RICS APN under review.	2
Signal Hill PD	They will work directly with AT&T.	0

AGENDA ITEM B

Los Angeles Regional Interoperable Communications System

PROJECT DESCRIPTION

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

Currently, there is duplication of costs and first responders cannot communicate with each other. Many legacy systems around the County are obsolete and well beyond their useful life. The LA-RICS Project vision is to provide innovative solutions for the public safety community by removing barriers to interoperable voice and data communications and allow individuals and agencies to focus on accomplishing their mission with the tools necessary to provide excellent service to their communities. To accomplish this vision, the program will establish a County-wide public safety wireless voice and data radio system for all first and secondary responders. Existing radio frequencies will be pooled and the current infrastructure utilized wherever practical. New FCC licensed broadband spectrum will be utilized.

Design, construction, and deployment of a County-wide Land Mobile Radio (LMR) voice network utilizes 59 sites. Additionally, the Authority is analyzing twenty six (26) sites for the purpose of augmenting the FirstNet deployment in the region. All sites in both the LMR and LTE augmentation will 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

Location:

2525 Corporate Place, Suite 100
Monterey Park, CA 91754

Authority:

Los Angeles Regional Interoperable
Communications System

Management:

LA-RICS Project Team

Consultant:

Jacobs Program Management Company

Communications Vendor:

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



Monthly Report No. 76

For August 2018

Submitted September 6, 2018

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LTE-1 UPDATES

Site/Civil/Closeout

- No new activity

PSBN OnBoarding

- No new activity

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

Current preparations and activities:

- Testing
 - ◊ ATT – Priority
 - ◊ 75 phones
 - ◊ 25 Routers
 - ◊ ATT Sims (LASD connections only)
 - ◊ Verizon Sims and Mobile cards
 - ◊ Initial Test for POD-Runner (LTE Mobile site)

LTE 2 Updates

LA-RICS is currently implementing PSBN Round 2 as approved by NTIA. The Authority has released a Request for Proposal (RFP) for Engineering Design Services for Phase 1 Design services. The procurement is expected to be complete and a vendor selected by the October Board meeting. The team is also focused on site selection and environmental considerations in order to solidify the specific sites the Authority will construct. Additionally, the Authority is engaged in the process to define the requirements for the COLTs in order to procure and coordinate with AT&T to ensure operation on FirstNet.

The Authority team is coordinating and participating in multiple calls and meetings with AT&T to ensure the schedule and scope of work are being programmed appropriately. The key items for the month are the following:

- | | |
|---------------------------------|--------------------------|
| • Site selection | • Devices |
| • Site Design and Layout | |
| • Real Estate/Acquisition/SAA's | ◊ Antennas for testing |
| • Site Completion/Hand-off | ◊ Camera/video placement |
| • Device demo's | ◊ Testing scenarios |
| • Schedule | ◊ Video comparison |
| | ◊ UL & DL |

LMR UPDATES

Environmental Update

- Continued to review Pyramid's and FCS's pre-construction forms and weekly and daily compliance reports.
- Continued visits to LMR sites.
- Submitted the EMIS Group 7 data package to the City on June 27 to provide to FEMA. FEMA has not yet responded.
- Prepared a Mitigation Monitoring Plan for Site INDWT.
- Attended the Board meeting on July 31, 2018. The Board adopted the Mitigated Negative Declaration and Mitigation Monitoring Plan for Site INDWT.
- Drafted and filed an NOD for Site AGH with Los Angeles County Clerk and NODs for the Mitigated Negative Declaration for Site INDWT with both Los Angeles and Orange County Clerks on July 31.
- Submitted documentation for a polygon change at Site LACFDEL to SHPO and USFWS on July 9, 2018. Concurrence was received in correspondence dated July 26 from USFWS and August 7 from SHPO.
- Attended an in person meeting with USFS staff at Angeles National Forest Headquarters on August 8.
- Began photographing Key Observation Points of LMR sites proposed for installation on the Angeles National Forest.
- Initiated documentation to address polygon changes at sites CPK and RHT, and project description changes at sites RIH and SPN.
- Have accomplished Worker Environmental Awareness Program (WEAP) training for 836 persons as of August 22.

Permitting Support

- Jacobs continues to review MSI's work and meet weekly with MSI to support MSI's developing and adhering to a P6 schedule for individual coastal development permit (CDP) submittal packages for sites included in the Santa Catalina Island, Santa Monica Mountains, the City of Malibu Local Coastal Plans (LCPs) and under State of California jurisdiction. This effort includes review of MSI-submitted zoning and construction parameters (e.g., proposed tower heights and other site design features) to verify these are consistent with Authority requirements and compliant with each applicable LCP, and directing MSI to modify design drawings as appropriate to meet program needs.
- Jacobs continues to drive the submittal of the Proposal and SF 299 special use permit (SUP) application packages for proposed construction and operations of LMR sites on the ANF. Jacobs continues to meet weekly with MSI to drive MSI in completing an LMR system design compliant with the ANF's Land Management Plan that meets system needs, and is working with MSI in developing a P6 schedule associated with successful Proposal and SUP submissions. Under the temporary SUP, the geotechnical investigation for the USFS sites is being re-accomplished at 3 sites where design alterations have resulted in tower relocations; radio spectrum fingerprinting-noise floor monitoring studies are also pending completion. Jacobs and Authority staff continue to meet with key ANF on a monthly basis.

Budget

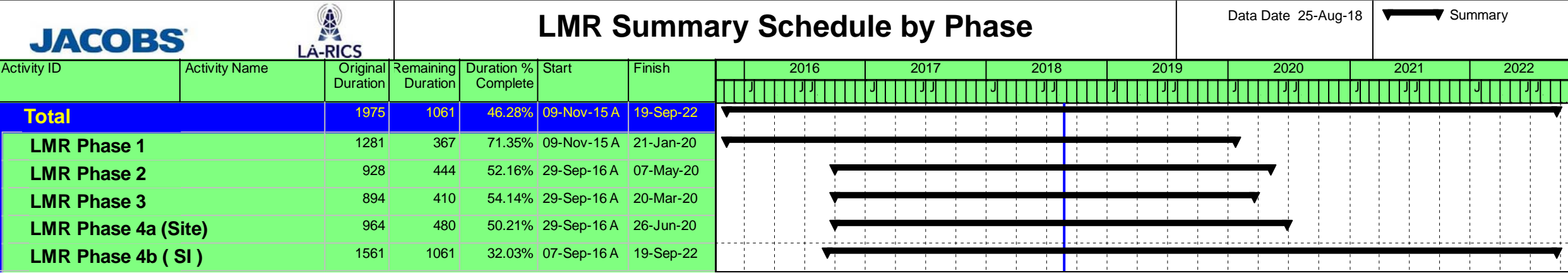
- Jacobs and MSI are currently working through contractual True-up for all remaining sites Phases 2-4.

Site/Civil

- The Authority and Motorola are focused on meeting UASI 16 spending dates and have also begun construction and equipment orders on UASI 17 sites.
- The LMR Radio Frequency (RF) System Design is now receiving subtle tweaks as final tower heights and antenna orientations are established. All microwave links are confirmed except for San Pedro Hill (SPH), which has been isolated as a link outside the ring topography. All gathered data is currently under review by MSI engineers. MSI and the Authority met to review findings and any lingering issues.
- MSI efforts to complete drawings and submit sites into the jurisdiction for building permits are on-going. Twenty-three (23) building permit applications (PHN, BMT, HPK, LDWP243, LASDTEM, FCCF, APC, CCB, CCT, PLM, MLM, MVS, ONK, LARICSHQ, CLM, MMC, TPK, VPK, POM, LAN, CRN, SDW, and LAN) have been submitted and approvals have been received for twenty (20) of the twenty-three sites. Below is an update of the remaining LMR sites and the status or phase of which the drawings are in. As of 08/27/2018 of the twenty LMR Building Permit Applications that have been approved construction is underway on all twenty sites.
- 27 each 100% CD's have been received for review and approval by the authority as of 08/27/2018 of which 23 of them have been submitted to respective jurisdictional agencies for review and Building Permit issuance.
- The proposed LMR Rio Hondo (RIH) site at Puente Hills Landfill has been relocated outside the LA County lease area and LA-RICS will be negotiating a Site Access Agreement (SAA) directly with LA County Sanitation District 18. With the addition of RIH, Jacobs is now tasked with obtaining SAA's for 18 LMR sites. SAA's for the remainder sites are being processed by LA County CEO-RED.
- As of 08/27/2018 thirty-three (33) executed SAA's are in place.

LMR SITES

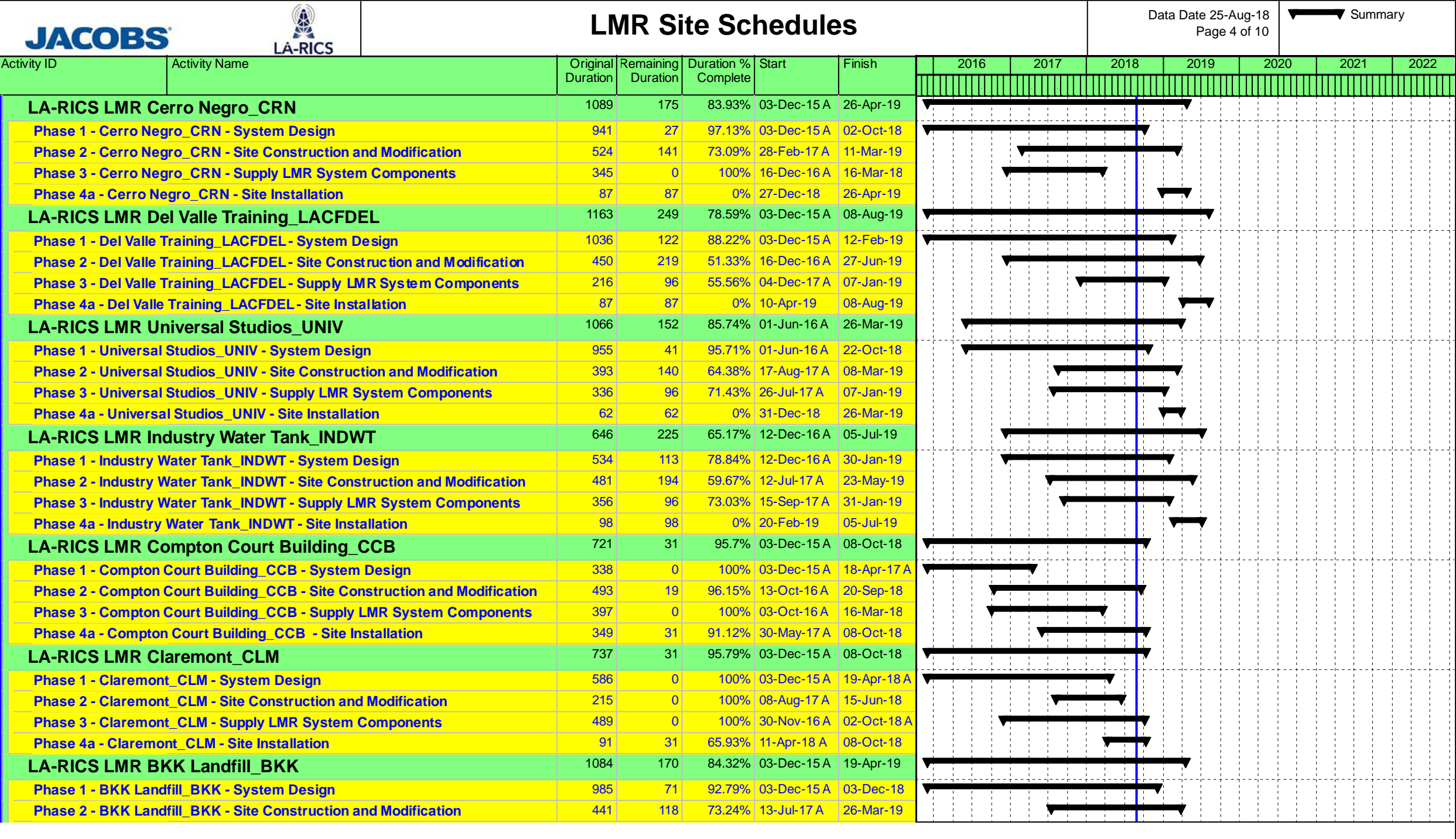






<div>JACOBS</div> <div>LA-RICS</div>		LMR Site Schedules					Data Date 25-Aug-18 Page 1 of 10		Summary											
Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish														
Total		1975	1061	46.28%	09-Nov-15 A	19-Sep-22														
LA-RICS LMR Mirador_MIR		905	202	77.68%	16-Nov-15 A	04-Jun-19														
Phase 1 - Mirador_MIR - System Design		794	91	88.54%	16-Nov-15 A	31-Dec-18														
Phase 2 - Mirador_MIR - Site Construction and Modification		260	134	48.46%	27-Dec-17 A	16-Apr-19														
Phase 3 - Mirador_MIR - Supply LMR System Components		216	96	55.56%	04-Dec-17 A	07-Jan-19														
Phase 4a - Mirador_MIR - Site Installation		91	91	0%	29-Jan-19	04-Jun-19														
LA-RICS LMR Airport Court House_APC		716	26	96.37%	03-Dec-15 A	01-Oct-18														
Phase 1 - Airport Court House_APC - System Design		288	0	100%	03-Dec-15 A	27-Jan-17														
Phase 2 - Airport Court House_APC - Site Construction and Modification		242	0	100%	09-Feb-17 A	19-Jan-18														
Phase 3 - Airport Court House_APC - Supply LMR System Components		397	0	100%	03-Oct-16 A	16-Mar-18														
Phase 4a - Airport Court House_APC - Site Installation		375	26	93.07%	14-Apr-17 A	01-Oct-18														
LA-RICS LMR Agoura Hills_AGH		1101	187	83.02%	03-Dec-15 A	14-May-19														
Phase 1 - Agoura Hills_AGH - System Design		1010	96	90.5%	03-Dec-15 A	07-Jan-19														
Phase 2 - Agoura Hills_AGH - Site Construction and Modification		584	118	79.79%	20-Dec-16 A	01-Apr-19														
Phase 3 - Agoura Hills_AGH - Supply LMR System Components		345	0	100%	16-Dec-16 A	16-Mar-18														
Phase 4a - Agoura Hills_AGH - Site Installation		79	79	0%	24-Jan-19	14-May-19														
LA-RICS LMR Burnt Peak 1_BUR1		1302	388	70.2%	03-Dec-15 A	19-Feb-20														
Phase 1 - Burnt Peak 1_BUR1 - System Design		1131	217	80.81%	03-Dec-15 A	25-Jun-19														
Phase 2 - Burnt Peak 1_BUR1 - Site Construction and Modification		409	301	26.41%	27-Dec-17 A	31-Dec-19														
Phase 3 - Burnt Peak 1_BUR1 - Supply LMR System Components		299	179	40.13%	04-Dec-17 A	02-May-19														
Phase 4a - Burnt Peak 1_BUR1 - Site Installation		132	132	0%	20-Aug-19	19-Feb-20														
LA-RICS LMR UCLA_UCLA		1041	127	87.8%	03-Dec-15 A	19-Feb-19														
Phase 1 - UCLA_UCLA - System Design		940	25	97.34%	03-Dec-15 A	28-Sep-18														
Phase 2 - UCLA_UCLA - Site Construction and Modification		305	49	83.93%	21-Sep-17 A	06-Dec-18														
Phase 3 - UCLA_UCLA - Supply LMR System Components		336	96	71.43%	19-Sep-17 A	07-Jan-19														
Phase 4a - UCLA_UCLA - Site Installation		84	84	0%	24-Oct-18	19-Feb-19														
LA-RICS LMR Milestone Schedules		1769	1061	40.02%	09-Nov-15 A	19-Sep-22														
LMR Intermediate Milestones		1769	1061	40.02%	09-Nov-15 A	19-Sep-22														
LMR USFS Permitting Process		276	181	34.42%	16-Apr-18 A	06-May-19														
LA-RICS LMR Frost Peak_FRP		1299	385	70.36%	03-Dec-15 A	14-Feb-20														
Phase 1 - Frost Peak_FRP - System Design		1131	217	80.81%	03-Dec-15 A	25-Jun-19														
Phase 2 - Frost Peak_FRP - Site Construction and Modification		402	298	25.87%	27-Dec-17 A	26-Dec-19														
Phase 3 - Frost Peak_FRP - Supply LMR System Components		299	179	40.13%	04-Dec-17 A	02-May-19														

<div>JACOBS</div> <div>LA-RICS</div>		LMR Site Schedules					Data Date 25-Aug-18 Page 2 of 10		Summary													
Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish																
Phase 4a - Frost Peak_FRP - Site Installation		137	137	0%	08-Aug-19	14-Feb-20																
LA-RICS LMR Grass Mountain_GMT		1331	417	68.67%	03-Dec-15 A	31-Mar-20																
Phase 1 - Grass Mountain_GMT - System Design		1131	217	80.81%	03-Dec-15 A	25-Jun-19																
Phase 2 - Grass Mountain_GMT - Site Construction and Modification		279	279	0%	18-Jan-19	12-Feb-20																
Phase 3 - Grass Mountain_GMT - Supply LMR System Components		415	113	72.77%	04-Dec-17 A	11-Oct-19																
Phase 4a - Grass Mountain_GMT - Site Installation		147	147	0%	09-Sep-19	31-Mar-20																
LA-RICS LMR Johnstone Peak_JPK2		1032	409	60.37%	03-Dec-15 A	19-Mar-20																
Phase 1 - Johnstone Peak_JPK2 - System Design		852	229	73.12%	03-Dec-15 A	11-Jul-19																
Phase 2 - Johnstone Peak_JPK2 - Site Construction and Modification		477	324	32.08%	27-Dec-17 A	31-Jan-20																
Phase 3 - Johnstone Peak_JPK2 - Supply LMR System Components		299	179	40.13%	04-Dec-17 A	02-May-19																
Phase 4a - Johnstone Peak_JPK2 - Site Installation		158	158	0%	13-Aug-19	19-Mar-20																
LA-RICS LMR Loop Canyon_LPC		1276	362	71.63%	03-Dec-15 A	14-Jan-20																
Phase 1 - Loop Canyon_LPC - System Design		1131	217	80.81%	03-Dec-15 A	25-Jun-19																
Phase 2 - Loop Canyon_LPC - Site Construction and Modification		219	219	0%	12-Jan-18 A	20-Nov-19																
Phase 3 - Loop Canyon_LPC - Supply LMR System Components		395	113	71.39%	04-Dec-17 A	11-Oct-19																
Phase 4a - Loop Canyon_LPC - Site Installation		92	92	0%	09-Sep-19	14-Jan-20																
LA-RICS LMR Mount Disappointment_MDI		1086	396	63.54%	03-Dec-15 A	02-Mar-20																
Phase 1 - Mount Disappointment_MDI - System Design		907	217	76.07%	03-Dec-15 A	25-Jun-19																
Phase 2 - Mount Disappointment_MDI - Site Construction and Modification		222	222	0%	08-Mar-19	13-Jan-20																
Phase 3 - Mount Disappointment_MDI - Supply LMR System Components		395	113	71.39%	04-Dec-17 A	11-Oct-19																
Phase 4a - Mount Disappointment_MDI - Site Installation		126	126	0%	09-Sep-19	02-Mar-20																
LA-RICS LMR Magic Mountain Link_MML		1306	392	69.98%	03-Dec-15 A	25-Feb-20																
Phase 1 - Magic Mountain Link_MML - System Design		1131	217	80.81%	03-Dec-15 A	25-Jun-19																
Phase 2 - Magic Mountain Link_MML - Site Construction and Modification		434	306	29.49%	27-Dec-17 A	07-Jan-20																
Phase 3 - Magic Mountain Link_MML - Supply LMR System Components		299	179	40.13%	04-Dec-17 A	02-May-19																
Phase 4a - Magic Mountain Link_MML - Site Installation		147	147	0%	05-Aug-19	25-Feb-20																
LA-RICS LMR Mount Lukens-2_MTL2		1263	349	72.37%	03-Dec-15 A	26-Dec-19																
Phase 1 - Mount Lukens-2_MTL2 - System Design		1143	229	79.97%	03-Dec-15 A	11-Jul-19																
Phase 2 - Mount Lukens-2_MTL2 - Site Construction and Modification		172	172	0%	08-Mar-19	04-Nov-19																
Phase 3 -Mount Lukens-2_MTL2 - Supply LMR System Components		395	113	71.39%	04-Dec-17 A	11-Oct-19																
Phase 4a - Mount Lukens-2_MTL2 - Site Installation		79	79	0%	09-Sep-19	26-Dec-19																
LA-RICS LMR Pine Mountain_PMT		1318	404	69.35%	03-Dec-15 A	12-Mar-20																
Phase 1 - Pine Mountain_PMT - System Design		1131	217	80.81%	03-Dec-15 A	25-Jun-19																

<div>JACOBS</div> <div>LA-RICS</div>		LMR Site Schedules					Data Date 25-Aug-18 Page 3 of 10		Summary				
Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish	2016	2017	2018	2019	2020	2021	2022
Phase 2 - Pine Mountain_PMT - Site Construction and Modification		266	266	0%	18-Jan-19	24-Jan-20							
Phase 3 - Pine Mountain_PMT - Supply LMR System Components		415	113	72.77%	04-Dec-17 A	11-Oct-19							
Phase 4a - Pine Mountain_PMT - Site Installation		134	134	0%	09-Sep-19	12-Mar-20							
LA-RICS LMR Portal Ridge_PRG		1273	359	71.8%	03-Dec-15 A	09-Jan-20							
Phase 1 - Portal Ridge_PRG - System Design		1131	217	80.81%	03-Dec-15 A	25-Jun-19							
Phase 2 - Portal Ridge_PRG - Site Construction and Modification		216	216	0%	12-Jan-18 A	15-Nov-19							
Phase 3 - Portal Ridge_PRG - Supply LMR System Components		395	113	71.39%	04-Dec-17 A	11-Oct-19							
Phase 4a - Portal Ridge_PRG - Site Installation		89	89	0%	09-Sep-19	09-Jan-20							
LA-RICS LMR San Pedro Hill_SPH		948	359	62.13%	02-May-16 A	09-Jan-20							
Phase 1 - San Pedro Hill_SPH - System Design		815	226	72.27%	02-May-16 A	08-Jul-19							
Phase 2 - San Pedro Hill_SPH - Site Construction and Modification		187	187	0%	21-Mar-19	06-Dec-19							
Phase 3 - San Pedro Hill_SPH - Supply LMR System Components		403	113	71.96%	04-Dec-17 A	23-Oct-19							
Phase 4a - San Pedro Hill_SPH - Site Installation		75	75	0%	27-Sep-19	09-Jan-20							
LA-RICS LMR East Sunset Ridge_ESR		1234	320	74.07%	04-Apr-17 A	15-Nov-19							
Phase 1 - East Sunset Ridge_ESR - System Design		1131	217	80.81%	04-Apr-17 A	25-Jun-19							
Phase 2 - East Sunset Ridge_ESR - Site Construction and Modification		205	205	0%	18-Jan-19	31-Oct-19							
Phase 3 - East Sunset Ridge_ESR - Supply LMR System Components		333	112	66.37%	04-Dec-17 A	17-Jul-19							
Phase 4a - East Sunset Ridge_ESR - Site Installation		139	139	0%	07-May-19	15-Nov-19							
LA-RICS LMR Whitaker Middle Peak_WMP		1315	401	69.51%	03-Dec-15 A	09-Mar-20							
Phase 1 - Whitaker Middle Peak_WMP - System Design		1131	217	80.81%	03-Dec-15 A	25-Jun-19							
Phase 2 - Whitaker Middle Peak_WMP - Site Construction and Modification		263	263	0%	18-Jan-19	21-Jan-20							
Phase 3 - Whitaker Middle Peak_WMP - Supply LMR System Components		395	113	71.39%	04-Dec-17 A	11-Oct-19							
Phase 4a - Whitaker Middle Peak_WMP - Site Installation		131	131	0%	09-Sep-19	09-Mar-20							
LA-RICS LMR Whitaker Ridge_WTR		1325	411	68.98%	03-Dec-15 A	23-Mar-20							
Phase 1 - Whitaker Ridge_WTR - System Design		1131	217	80.81%	03-Dec-15 A	25-Jun-19							
Phase 2 - Whitaker Ridge_WTR - Site Construction and Modification		238	238	0%	08-Mar-19	04-Feb-20							
Phase 3 - Whitaker Ridge_WTR - Supply LMR System Components		395	113	71.39%	04-Dec-17 A	11-Oct-19							
Phase 4a - Whitaker Ridge_WTR - Site Installation		141	141	0%	09-Sep-19	23-Mar-20							
LA-RICS LMR Bald Mountain_BMT		785	82	89.55%	16-Nov-15 A	18-Dec-18							
Phase 1 - Bald Mountain_BMT - System Design		286	0	100%	16-Nov-15 A	06-Jan-17							
Phase 2 - Bald Mountain_BMT - Site Construction and Modification		529	55	89.6%	13-Oct-16 A	09-Nov-18							
Phase 3 - Bald Mountain_BMT - Supply LMR System Components		392	0	100%	03-Oct-16 A	16-Mar-18							
Phase 4a - Bald Mountain_BMT - Site Installation		465	74	84.09%	27-Feb-17 A	18-Dec-18							



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Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish	2016		2017	2018	2019	2020	2021	2022
Phase 3 - BKK Landfill_BKK - Supply LMR System Components		358	96	73.18%	26-Jul-17 A	07-Jan-19								
Phase 4a - BKK Landfill_BKK - Site Installation		80	80	0%	31-Dec-18	19-Apr-19								
LA-RICS LMR LA-RICS Headquarters Building_LARICSHQ		685	96	85.99%	25-May-16 A	07-Jan-19								
Phase 1 - LA-RICS Headquarters Building_LARICSHQ - System Design		587	0	100%	25-May-16 A	24-Aug-18								
Phase 2 - LA-RICS Headquarters Building_LARICSHQ - Site Construction and		301	30	90.03%	08-Aug-17 A	09-Oct-18								
Phase 3 - LA-RICS Headquarters Building_LARICSHQ - Supply LMR System C		272	96	64.71%	04-Dec-17 A	07-Jan-19								
Phase 4a - LA-RICS Headquarters Building_LARICSHQ - Site Installation		21	21	0%	04-Sep-18	02-Oct-18								
LA-RICS LMR Winding Way_WWY		1017	433	57.42%	06-May-16 A	22-Apr-20								
Phase 1 - Winding Way_WWY - System Design		880	296	66.36%	06-May-16 A	14-Oct-19								
Phase 2 - Winding Way_WWY - Site Construction and Modification		279	279	0%	11-Feb-19	05-Mar-20								
Phase 3 - Winding Way_WWY - Supply LMR System Components		467	117	74.95%	04-Dec-17 A	21-Jan-20								
Phase 4a - Winding Way_WWY - Site Installation		95	95	0%	12-Dec-19	22-Apr-20								
LA-RICS LMR Mira Loma Facility_MLM		772	82	89.38%	03-Dec-15 A	18-Dec-18								
Phase 1 - Mira Loma Facility_MLM - System Design		356	0	100%	03-Dec-15 A	08-May-17								
Phase 2 - Mira Loma Facility_MLM - Site Construction and Modification		492	52	89.43%	05-Dec-16 A	06-Nov-18								
Phase 3 - Mira Loma Facility_MLM - Supply LMR System Components		434	0	100%	12-Dec-16 A	27-Aug-18								
Phase 4a - Mira Loma Facility_MLM - Site Installation		353	81	77.05%	04-Aug-17 A	18-Dec-18								
LA-RICS LMR Rolling Hills Transmit_RHT		1006	316	68.59%	03-Dec-15 A	11-Nov-19								
Phase 1 - Rolling Hills Transmit_RHT - System Design		883	193	78.14%	03-Dec-15 A	22-May-19								
Phase 2 - Rolling Hills Transmit_RHT - Site Construction and Modification		531	182	65.73%	12-Jul-17 A	17-Jul-19								
Phase 3 - Rolling Hills Transmit_RHT - Supply LMR System Components		406	286	29.56%	04-Dec-17 A	30-Sep-19								
Phase 4a - Rolling Hills Transmit_RHT - Site Installation		159	159	0%	03-Apr-19	11-Nov-19								
LA-RICS LMR Criminal Courts Building_CCT		757	67	91.15%	03-Dec-15 A	27-Nov-18								
Phase 1 - Criminal Courts Building_CCT - System Design		660	0	100%	03-Dec-15 A	11-Jul-18 A								
Phase 2 - Criminal Courts Building_CCT - Site Construction and Modification		534	60	88.76%	13-Oct-16 A	16-Nov-18								
Phase 3 - Criminal Courts Building_CCT - Supply LMR System Components		397	0	100%	03-Oct-16 A	16-Mar-18								
Phase 4a - Criminal Courts Building_CCT - Site Installation		378	67	82.28%	08-Jun-17 A	27-Nov-18								
LA-RICS LMR Topanga Peak_TOP		1220	306	74.92%	03-Dec-15 A	28-Oct-19								
Phase 1 - Topanga Peak_TOP - System Design		1093	179	83.62%	03-Dec-15 A	02-May-19								
Phase 2 - Topanga Peak_TOP - Site Construction and Modification		407	223	45.21%	13-Jul-17 A	12-Sep-19								
Phase 3 - Topanga Peak_TOP - Supply LMR System Components		357	257	28.01%	04-Dec-17 A	20-Aug-19								
Phase 4a - Topanga Peak_TOP - Site Installation		71	71	0%	22-Jul-19	28-Oct-19								
LA-RICS LMR County FS 72_LACF072		1394	480	65.57%	03-Dec-15 A	26-Jun-20								

<div>   </div>		LMR Site Schedules					Data Date 25-Aug-18 Page 6 of 10					Summary	
Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish	2016	2017	2018	2019	2020	2021	2022
Phase 1 - County FS 72_LACF072 - System Design		1281	367	71.35%	03-Dec-15 A	21-Jan-20							
Phase 2 - County FS 72_LACF072 - Site Construction and Modification		609	393	35.47%	27-Dec-17 A	07-May-20							
Phase 3 - County FS 72_LACF072 - Supply LMR System Components		299	179	40.13%	04-Dec-17 A	02-May-19							
Phase 4a - County FS 72_LACF072 - Site Installation		98	98	0%	12-Feb-20	26-Jun-20							
LA-RICS LMR Saddle Peak_SPN		1302	388	70.2%	03-Dec-15 A	19-Feb-20							
Phase 1 - Saddle Peak_SPN - System Design		1172	258	77.99%	03-Dec-15 A	21-Aug-19							
Phase 2 - Saddle Peak_SPN - Site Construction and Modification		327	190	41.9%	12-Jan-18 A	31-Dec-19							
Phase 3 - Saddle Peak_SPN - Supply LMR System Components		437	113	74.14%	04-Dec-17 A	10-Dec-19							
Phase 4a - Saddle Peak_SPN - Site Installation		78	78	0%	04-Nov-19	19-Feb-20							
LA-RICS LMR FCCF_FCCF		734	26	96.46%	09-Nov-15 A	01-Oct-18							
Phase 1 - FCCF_FCCF - System Design		318	0	100%	09-Nov-15 A	10-Feb-17							
Phase 2 - FCCF_FCCF - Site Construction and Modification		349	0	100%	13-Oct-16 A	23-Feb-18							
Phase 3 - FCCF_FCCF - Supply LMR System Components		382	0	100%	03-Oct-16 A	16-Mar-18							
Phase 4a - FCCF_FCCF - Site Installation		386	26	93.26%	27-Feb-17 A	01-Oct-18							
LA-RICS LMR Castro Peak_CPK		1022	332	67.51%	03-Dec-15 A	03-Dec-19							
Phase 1 - Castro Peak_CPK - System Design		897	207	76.92%	03-Dec-15 A	11-Jun-19							
Phase 2 - Castro Peak_CPK - Site Construction and Modification		586	245	58.19%	23-Jun-17 A	14-Oct-19							
Phase 3 - Castro Peak_CPK - Supply LMR System Components		299	179	40.13%	04-Dec-17 A	02-May-19							
Phase 4a - Castro Peak_CPK - Site Installation		105	105	0%	10-Jul-19	03-Dec-19							
LA-RICS LMR Pomona Court House_POM		1041	127	87.8%	03-Dec-15 A	19-Feb-19							
Phase 1 - Pomona Court House_POM - System Design		854	3	99.65%	03-Dec-15 A	29-Aug-18							
Phase 2 - Pomona Court House_POM - Site Construction and Modification		312	76	75.64%	21-Sep-17 A	10-Dec-18							
Phase 3 - Pomona Court House_POM - Supply LMR System Components		342	96	71.93%	26-Jul-17 A	07-Jan-19							
Phase 4a - Pomona Court House_POM - Site Installation		127	127	0%	27-Aug-18	19-Feb-19							
LA-RICS LMR Mount McDill_MMC		1119	205	81.68%	03-Dec-15 A	07-Jun-19							
Phase 1 - Mount McDill_MMC - System Design		999	1	99.9%	03-Dec-15 A	21-Dec-18							
Phase 2 - Mount McDill_MMC - Site Construction and Modification		468	52	88.89%	04-Dec-16 A	06-Nov-18							
Phase 3 - Mount McDill_MMC - Supply LMR System Components		613	92	84.99%	01-Dec-16 A	02-May-19							
Phase 4a - Mount McDill_MMC - Site Installation		354	155	56.21%	30-Jan-18 A	07-Jun-19							
LA-RICS LMR Baldwin Hills County_BHS		1100	186	83.09%	03-Dec-15 A	13-May-19							
Phase 1 - Baldwin Hills County_BHS - System Design		1015	101	90.05%	03-Dec-15 A	14-Jan-19							
Phase 2 - Baldwin Hills County_BHS - Site Construction and Modification		384	123	67.97%	13-Sep-17 A	26-Mar-19							
Phase 3 - Baldwin Hills County_BHS - Supply LMR System Components		338	96	71.6%	15-Sep-17 A	07-Jan-19							
Phase 4a - Baldwin Hills County_BHS - Site Installation		69	69	0%	06-Feb-19	13-May-19							

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Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish	2016	2017	2018	2019	2020	2021	2022
LA-RICS LMR Hauser Peak_HPK		1119	205	81.68%	16-Nov-15 A	07-Jun-19							
Phase 1 - Hauser Peak_HPK - System Design		999	1	99.9%	16-Nov-15 A	21-Dec-18							
Phase 2 - Hauser Peak_HPK - Site Construction and Modification		536	52	90.3%	13-Oct-16 A	06-Nov-18							
Phase 3 - Hauser Peak_HPK - Supply LMR System Components		656	92	85.98%	03-Oct-16 A	02-May-19							
Phase 4a - Hauser Peak_HPK - Site Installation		588	197	66.5%	27-Feb-17 A	07-Jun-19							
LA-RICS LMR Monte Vista_MVS		887	37	95.83%	03-Dec-15 A	26-Oct-18							
Phase 1 - Monte Vista_MVS - System Design		627	0	100%	03-Dec-15 A	21-Nov-17							
Phase 2 - Monte Vista_MVS- Site Construction and Modification		403	21	94.79%	20-Dec-16 A	12-Oct-18							
Phase 3 - Monte Vista_MVS - Supply LMR System Components		345	0	100%	16-Dec-16 A	16-Mar-18							
Phase 4a - Monte Vista_MVS - Site Installation		241	37	84.65%	20-Nov-17 A	26-Oct-18							
LA-RICS LMR Rio Hondo_RIH		1085	395	63.59%	03-Dec-15 A	28-Feb-20							
Phase 1 - Rio Hondo_RIH - System Design		955	265	72.25%	03-Dec-15 A	30-Aug-19							
Phase 2 - Rio Hondo_RIH - Site Construction and Modification		360	360	0%	12-Jan-18 A	10-Jan-20							
Phase 3 - Rio Hondo_RIH - Supply LMR System Components		299	115	61.54%	04-Dec-17 A	30-May-19							
Phase 4a - Rio Hondo_RIH - Site Installation		109	109	0%	01-Oct-19	28-Feb-20							
LA-RICS LMR System Implementation		1561	1061	32.03%	07-Sep-16 A	19-Sep-22							
Phase 4b - LMR System Implementation		1561	1061	32.03%	07-Sep-16 A	19-Sep-22							
LA-RICS LMR LA County DPW Water Tank_DPW38		1070	156	85.42%	14-Jan-16 A	01-Apr-19							
Phase 1 - LA County DPW Water Tank_DPW38 - System Design		1015	101	90.05%	14-Jan-16 A	14-Jan-19							
Phase 2 - LA County DPW Water Tank_DPW38 - Site Construction and Modific		435	146	66.44%	27-Dec-16 A	18-Mar-19							
Phase 3 - LA County DPW Water Tank_DPW38 - Supply LMR System Compon		338	96	71.6%	15-Sep-17 A	07-Jan-19							
Phase 4a - LA County DPW Water Tank_DPW38 - Site Installation		40	40	0%	05-Feb-19	01-Apr-19							
LA-RICS LMR Oat Mountain_OAT		851	161	81.08%	03-Dec-15 A	08-Apr-19							
Phase 1 - Oat Mountain_OAT - System Design		803	113	85.93%	03-Dec-15 A	30-Jan-19							
Phase 2 - Oat Mountain_OAT - Site Construction and Modification		531	149	71.94%	09-Feb-17 A	21-Mar-19							
Phase 3 - Oat Mountain_OAT - Supply LMR System Components		430	0	100%	16-Dec-16 A	27-Aug-18							
Phase 4a - Oat Mountain_OAT - Site Installation		92	92	0%	30-Nov-18	08-Apr-19							
LA-RICS LMR Signal Hill_SGH		825	135	83.64%	03-Dec-15 A	01-Mar-19							
Phase 1 - Signal Hill_SGH - System Design		690	0	100%	03-Dec-15 A	24-Aug-18							
Phase 2 - Signal Hill_SGH - Site Construction and Modification		398	100	74.87%	23-Jun-17 A	11-Jan-19							
Phase 3 - Signal Hill_SGH - Supply LMR System Components		342	96	71.93%	26-Jul-17 A	07-Jan-19							
Phase 4a - Signal Hill_SGH- Site Installation		45	45	0%	31-Dec-18	01-Mar-19							
LA-RICS LMR LA Sheriff Temple Station_LASDTEM		945	31	96.72%	03-Dec-15 A	08-Oct-18							

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Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish	2016	2017	2018	2019	2020	2021	2022
	Phase 1 - LA Sheriff Temple Station_LASDTEM - System Design	616	0	100%	03-Dec-15 A	28-Apr-17 A							
	Phase 2 - LA Sheriff Temple Station_LASDTEM - Site Construction and Modific	361	0	100%	13-Oct-16 A	20-Mar-18							
	Phase 3 - LA Sheriff Temple Station_LASDTEM - Supply LMR System Compor	392	0	100%	03-Oct-16 A	16-Mar-18							
	Phase 4a - LA Sheriff Temple Station_LASDTEM - Site Installation	378	31	91.8%	18-Apr-17 A	08-Oct-18							
	LA-RICS LMR Lancaster_LAN	533	122	77.11%	17-Jan-17 A	12-Feb-19							
	Phase 1 - Lancaster_LAN - System Design	429	18	95.8%	17-Jan-17 A	19-Sep-18							
	Phase 2 - Lancaster_LAN - Site Construction and Modification	161	111	31.06%	12-Jan-18 A	12-Feb-19							
	Phase 3 - Lancaster_LAN - Supply LMR System Components	216	96	55.56%	04-Dec-17 A	07-Jan-19							
	Phase 4a - Lancaster_LAN - Site Installation	100	100	0%	26-Sep-18	12-Feb-19							
	LA-RICS LMR LDWP243_Sylmar_LDWP243	940	26	97.23%	03-Dec-15 A	01-Oct-18							
	Phase 1 - LDWP243 Sylmar_LDWP243 - System Design	500	0	100%	03-Dec-15 A	06-Jan-17							
	Phase 2 - LDWP243 Sylmar_LDWP243 - Site Construction and Modification	333	0	100%	13-Oct-16 A	02-Feb-18							
	Phase 3 - LDWP243 Sylmar_LDWP243 - Supply LMR System Components	397	0	100%	03-Oct-16 A	16-Mar-18							
	Phase 4a - LDWP243 Sylmar_LDWP243 - Site Installation	416	26	93.75%	16-Feb-17 A	01-Oct-18							
	LA-RICS LMR Oat Mountain Nike_ONK	894	196	78.08%	03-Dec-15 A	06-Jun-19							
	Phase 1 - Oat Mountain Nike_ONK - System Design	774	0	100%	03-Dec-15 A	21-Dec-18							
	Phase 2 - Oat Mountain Nike_ONK - Site Construction and Modification	475	76	84%	20-Dec-16 A	21-Dec-18							
	Phase 3 - Oat Mountain Nike_ONK - Supply LMR System Components	608	94	84.54%	16-Dec-16 A	01-May-19							
	Phase 4a - Oat Mountain Nike_ONK - Site Installation	360	196	45.56%	19-Jan-18 A	06-Jun-19							
	LA-RICS LMR Puente Hills_PHN	903	200	77.85%	16-Nov-15 A	31-May-19							
	Phase 1 - Puente Hills_PHN - System Design	788	1	99.87%	16-Nov-15 A	21-Dec-18							
	Phase 2 - Puente Hills_PHN - Site Construction and Modification	265	0	100%	12-Dec-16 A	16-Jan-18							
	Phase 3 - Puente Hills_PHN - Supply LMR System Components	656	92	85.98%	03-Oct-16 A	02-May-19							
	Phase 4a - Puente Hills_PHN - Site Installation	590	200	66.1%	16-Feb-17 A	31-May-19							
	LA-RICS LMR Black Jack Peak_BJM	1125	435	61.33%	03-Dec-15 A	24-Apr-20							
	Phase 1 - Black Jack Peak_BJM - System Design	1013	323	68.11%	03-Dec-15 A	20-Nov-19							
	Phase 2 - Black Jack Peak_BJM - Site Construction and Modification	257	257	0%	03-Apr-19	26-Mar-20							
	Phase 3 - Black Jack Peak_BJM - Supply LMR System Components	505	116	77.03%	04-Dec-17 A	13-Mar-20							
	Phase 4a - Black Jack Peak_BJM - Site Installation	55	55	0%	10-Feb-20	24-Apr-20							
	LA-RICS LMR Tejon Peak_TPK	1119	205	81.68%	03-Dec-15 A	07-Jun-19							
	Phase 1 - Tejon Peak_TPK - System Design	999	1	99.9%	03-Dec-15 A	21-Dec-18							
	Phase 2 - Tejon Peak_TPK - Site Construction and Modification	436	54	87.61%	20-Dec-16 A	08-Nov-18							
	Phase 3 - Tejon Peak_TPK - Supply LMR System Components	609	92	84.89%	16-Dec-16 A	02-May-19							
	Phase 4a - Tejon Peak_TPK - Site Installation	405	205	49.38%	14-Nov-17 A	07-Jun-19							

<div>JACOBS</div> <div>LA-RICS</div>		LMR Site Schedules					Data Date 25-Aug-18 Page 9 of 10		Summary				
Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish	2016	2017	2018	2019	2020	2021	2022
LA-RICS LMR Dakin Peak_DPK		1135	445	60.79%	03-Dec-15 A	08-May-20							
Phase 1 - Dakin Peak_DPK - System Design		1013	323	68.11%	03-Dec-15 A	20-Nov-19							
Phase 2 - Dakin Peak_DPK - Site Construction and Modification		323	323	0%	28-Dec-18	24-Mar-20							
Phase 3 - Dakin Peak_DPK - Supply LMR System Components		505	116	77.03%	04-Dec-17 A	13-Mar-20							
Phase 4a - Dakin Peak_DPK - Site Installation		65	65	0%	10-Feb-20	08-May-20							
LA-RICS LMR San Dimas_SDW		794	82	89.67%	16-Nov-15 A	18-Dec-18							
Phase 1 - San Dimas_SDW- System Design		703	0	100%	16-Nov-15 A	07-Jun-18							
Phase 2 - San Dimas_SDW - Site Construction and Modification		345	56	83.77%	11-Jul-17 A	12-Nov-18							
Phase 3 - San Dimas_SDW - Supply LMR System Components		314	0	100%	26-Jul-17 A	16-Mar-18							
Phase 4a - San Dimas_SDW - Site Installation		95	32	66.32%	05-Feb-18 A	18-Dec-18							
LA-RICS LMR Palmdale Sheriff Station_PLM		945	31	96.72%	03-Dec-15 A	08-Oct-18							
Phase 1 - Palmdale Sheriff Station_PLM - System Design		698	0	100%	03-Dec-15 A	20-Nov-17							
Phase 2 - Palmdale Sheriff Station_PLM - Site Construction and Modification		138	0	100%	08-Aug-17 A	08-Mar-18							
Phase 3 - Palmdale Sheriff Station_PLM - Supply LMR System Components		397	0	100%	03-Oct-16 A	16-Mar-18							
Phase 4a - Palmdale Sheriff Station_PLM - Site Installation		214	31	85.51%	11-Dec-17 A	08-Oct-18							
LA-RICS LMR Tower Peak_TWR		1164	474	59.28%	03-Dec-15 A	18-Jun-20							
Phase 1 - Tower Peak_TWR - System Design		1018	328	67.78%	03-Dec-15 A	27-Nov-19							
Phase 2 - Tower Peak_TWR- Site Construction and Modification		328	328	0%	29-Jan-19	30-Apr-20							
Phase 3 - Tower Peak_TWR- Supply LMR System Components		510	116	77.25%	04-Dec-17 A	20-Mar-20							
Phase 4a - Tower Peak_TWR - Site Installation		89	89	0%	17-Feb-20	18-Jun-20							
LA-RICS LMR Green Mountain_GRM		1311	397	69.72%	03-Dec-15 A	03-Mar-20							
Phase 1 - Green Mountain_GRM - System Design		1182	268	77.33%	03-Dec-15 A	04-Sep-19							
Phase 2 - Green Mountain_GRM - Site Construction and Modification		270	270	0%	11-Jan-19	23-Jan-20							
Phase 3 - Green Mountain_GRM - Supply LMR System Components		446	113	74.66%	04-Dec-17 A	23-Dec-19							
Phase 4a - Green Mountain_GRM - Site Installation		78	78	0%	15-Nov-19	03-Mar-20							
LA-RICS LMR Rancho Palos Verdes City Hall_RPV1		1263	349	72.37%	03-Dec-15 A	26-Dec-19							
Phase 1 - Rancho Palos Verdes City Hall_RPV1 - System Design		1135	221	80.53%	03-Dec-15 A	01-Jul-19							
Phase 2 - Rancho Palos Verdes City Hall_RPV1 - Site Construction and Modifi		410	231	43.66%	22-Sep-17 A	04-Nov-19							
Phase 3 - Rancho Palos Verdes City Hall_RPV1 - Supply LMR System Compo		368	113	69.29%	04-Dec-17 A	04-Sep-19							
Phase 4a - Rancho Palos Verdes City Hall_RPV1 - Site Installation		107	107	0%	31-Jul-19	26-Dec-19							
LA-RICS LMR Verdugo Peak County_VPK		1012	98	90.32%	03-Dec-15 A	09-Jan-19							
Phase 1 - Verdugo Peak County_VPK - System Design		737	1	99.86%	03-Dec-15 A	27-Aug-18							
Phase 2 - Verdugo Peak County_VPK - Site Construction and Modification		499	71	85.77%	20-Dec-16 A	03-Dec-18							

<div>JACOBS</div> <div>LA-RICS</div>		LMR Site Schedules					Data Date 25-Aug-18 Page 10 of 10		<div></div> Summary					
Activity ID	Activity Name	Original Duration	Remaining Duration	Duration % Complete	Start	Finish		2016	2017	2018	2019	2020	2021	2022
	Phase 3 - Verdugo Peak County_VPK - Supply LMR System Components	345	0	100%	16-Dec-16 A	16-Mar-18								
	Phase 4a - Verdugo Peak County_VPK - Site Installation	148	88	40.54%	29-May-18 A	09-Jan-19								



Monthly Report #60

Reporting Period: 7/18/18 thru 9/25/18

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

Motorola Solutions, Inc.



MOTOROLA SOLUTIONS

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1. Executive Summary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On June 29, 2017 the Authority issued **NTP 22** authorizing specified Work related to work for Task A.1.9.1 (Mitigation Monitoring and Reporting Plan (MMRP)).

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

On September 7, 2017 the Authority Board of Directors approved **Amendment 29** reconciling one (1) LMR System Site (POM) to align with the updated System Design and to make changes necessary to reflect LMR Change Order Modifications.

On September 14, 2017 the Authority issued **NTP 23** authorizing specified Work related to Phases 2-4 for Five (5) LMR sites.

On September 25, 2017 the Authority issued **NTP 24** authorizing specified Work related to Phases 2-4 for Five (5) LMR sites.

On November 9, 2017 the Authority Board of Directors approved **Amendment 30** reconciling seven (7) LMR System Sites (BUR1/DPW38/FRP/JPK1/MIR/MML/RHT) to reflect the updated LMR System Design for these sites. This Amendment also includes one (1) LMR System Site (UNIV) into the scope of Phases 2, 3, and 4 to align WITH THE UPDATED LMR SYSTEMN Design.

On December 20, 2017 the Authority issued **NTP 25** authorizing specified Work related to Phases 2-4 for Eighteen (18) LMR sites – with the exception of ACRVS and NMDN equipment order. This NTP also authorized Motorola to proceed with Work for Task 6 Multiprotocol Label Switching (MPLS) Mobile Backhaul.

On February 28, 2018 the Oversight Committee approved **Amendment 31** approving Change Order Modifications in the amount of \$19,573.00.

On March 6, 2018 the Authority Board of Directors approved **Amendment 32** reconciling three (3) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$4,131,931; (b) a cost neutral administrative reconciliation in connection with the Narrowband Mobile Data Network (NMDN) Subsystem to align all corresponding per site NMDN costs to a single line item cost, impacting thirty-three (33) LMR System Sites; (c) decrease the Maximum Contract Sum by \$4,131,931 from \$300,051,310 to \$295,919,379 when taking the cost decrease into consideration; and (d) make other certain changes as set forth in this Amendment No. 32.

On May 30, 2018 the Authority Board of Directors approved **Amendment 33** to make changes necessary to reflect (a) certain LMR Change Order Modifications for a cost increase in the amount of \$17,490.

On June 15, 2018 the Authority issued **NTP 26** authorizing all Work related to Phases 3 for Twelve (12) LMR sites – with the exception of the Phase 3 ACRVS equipment which was previously captured in NTP25. This NTP also authorized Motorola to proceed with Work for Task 6 Multiprotocol Label Switching (MPLS) Mobile Backhaul.

This report covers the period from 7/18/18 thru 8/25/18

During this reporting period associated Phase 1 tasks were performed to include A&E activities, site and network design, frequency planning, site scope reviews, Site Access Agreement drawings, backhaul/microwave path surveys, and Environmental Reviews. A&E activities included site walks, site sketch development, site surveys, and development of the Zoning Drawings, geotechnical plans, and Construction Drawings.

The primary Phase 1 activities for this period include:

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LMR System Design

System design activities for this period included frequency identification and planning, backhaul network design, narrowband mobile data network design, fleet mapping, Spectrum Fingerprinting and Noise Floor Monitoring process review, and incorporation of system design parameters into the construction drawing process. MSI is utilizing the Design of Record dated 9/6/16 to support the site True-Up process as well as information as it is refined and determined weekly. MSI and the Authority continue to refine the backhaul design and have identified areas of concern and their corresponding solutions.

Site Design Activities



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



LA-RICS Deliverables - Authority Site Access Agreements

Authority's efforts to develop and execute the applicable Right of Entry and Site Access Agreements for the required sites in the LMR design are ongoing. This activity is primarily being driven by the Authority's Site Access Team in conjunction with LA County CEO Real Estate Division. As of this reporting period 33 (out of 59) Site Access Agreements have been executed.

The Authority continues to work with FEMA to obtain independent site environmental approvals which are required prior to the start of construction at a site.

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

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

LMR Project Dashboard			
Category	Rating	Change	Comments
Risk			date while simultaneously limiting the number of revisions necessary prior to approval. Risk items have been identified regarding: Spectrum, Site Access Agreements, and Site Conditions. FEMA independent site environmental approvals required.
Budget			Current budget reflects contract pricing and include the sites that have gone through the true-up review. Revised budgets for each site will be determined at the completion of each true-up.

2. Project Status

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

2.1 Tasks In Progress or Completed

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

Activity Name	Activity Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
Notice To Proceed for applicable sites	In Process
LMR System Design	
Design baseline site parameters & Design development	In Process
Contract True-up of site designs and equipment for each site	In Process
Spectrum Fingerprinting and Noise Floor Monitoring Initial Test Update	In Process
Provided updated USFS tower elevations	In Process
Site Design, Zoning and Permitting	
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process
Geotechnical Boring	In Process
Develop Construction Drawings & Approvals	In Process
Submit Permits Drawings and Approvals (24/60 Sites submitted; 19/60 Sites Received)	In Process
Pre- Construction	
Pre- Construction Plans in review	In Process
Pre-Proposal meeting with USFS representatives	In Process
Construction	
19/60 Sites under construction (APC, BMT, CCB, CCT, FCCF, HPK, LASDTEM, LDWP243, MLM, PHN, MMC, MVS, ONK, PLM, SDW, TPK, VPK, LARICSHQ, CLM)	In Process

Activity Name	Activity Status
Staging	
UASI17 Sites – September, 2018	In Process
FNE Installation	
A&L, Microwave Dishes, Equipment Racks,	In Process

2.2 Tasks Planned for Next Period

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

Activity Name	Planned Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreement	On Going
Access to Core Sites	On Going
FEMA Environmental Site Approvals & Construction Waivers	In Process
Review and Approve Zoning and Construction Drawings	In Process
Notice To Proceed for applicable sites	In Process
Environmental Review & Documentation (Authority)	
Additional Sites for Consideration Environmental Reviews	In Process
LMR System Design	
Design Baseline site parameters & design development	In Process
Contract True-up of site designs and equipment for each site	In Process
Site Design	
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process
Submittal of Zoning Drawings	In Process
Develop Construction Drawings and Approvals	In Process
Submit Permits Drawings and Approvals	In Process
Pre-Construction	
Geotech drilling	In Process
Pre- Construction Packages & Site Monitoring (where applicable)	In Process
Site Construction	
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Going
Site Construction & Site Monitoring (where applicable) CLM, LARICSHQ	On Going
Site Construction Inspection Approvals	On Going
Additional Sites (LARICSHQ, CRN, OAT, AGH, SGH, MIR, UCLA, POM, BKK, BHS, DPW38, UNIV , LAN, INDWT)	On Going
FNE Installation	
A&L, Microwave Dishes, Equipment Racks,	In Process

2.3 Authority Look-Ahead Tasks (120-Day)

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

Activity Name	Planned Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreement	On Going
Access to Core Sites	On Going
FEMA Environmental Site Approvals & Construction Waivers	In Process
Review and Approve Zoning and Construction Drawings	In Process
Notice To Proceed for applicable sites	In Process
Environmental Review & Documentation (Authority)	
Additional Sites for Consideration Environmental Reviews	In Process
LMR System Design	
Design Baseline site parameters & design development	In Process
Contract True-up of site designs and equipment for each site	In Process
Site Design	
Site Walks and Site Sketch Development & Approvals	In Process
Zoning Drawings & Approvals	In Process
Construction Drawings and Approvals	In Process
Pre-Construction	
Geotech drilling	In Process
Pre- Construction Packages & Site Monitoring (where applicable)	In Process
Site Construction	
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Going
Site Construction & Site Monitoring (where applicable)	On Going
Site Construction Inspection Approvals	On Going
Additional Sites (RHT, LACFDEL)	On Going
FNE Installation	
A&L, Microwave Dishes, Equipment Racks,	In Process

3. Project Risk Register

Title	Assigned	Impact	Risk Description	Status
Site Parameters	Authority	High	Site parameters (e.g. tower heights, RF equipment configurations) are different	Active

Title	Assigned	Impact	Risk Description	Status
			from the baseline agreement and may impact System performance.	
Environmental Process	Authority	Med	The individual determination of environmental impacts or mitigation may impact the schedule for site work (e.g., bird nesting season). Individual environmental releases from FEMA are required to start work at sites.	Active
Delayed Drawings and Permit Release	Motorola	High	Delay in permit submission and release has impacted the construction schedule and ability to meet grant spending guidelines. Site changes and System design elements are impacting drawing progress for certain sites. The Authority and MSI continue to struggle to incorporate Authority comments, creating a quality control issue which requires additional rounds of review. This has inhibited the submission of drawings for permit.	Active
Site Access Agreements	Authority	High	Lease holders approvals are needed in order to implement LA-RICS improvements.	Active
Project Schedule	Authority & Motorola	High	Overall project schedule and individual site permit submissions/work starts impacted by implementation of LMR System design enhancements, slow A&E construction development progress, and individual site true-ups.	Active

4. Areas of Concern

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

ID	Event / Circumstance	Remedial Action Taken or Required
02-02	System Design impacts due to changes in site conditions	Motorola and the Authority have analyzed probable site changes and suitable site replacement candidates. Adjusted tower heights and

ID	Event / Circumstance	Remedial Action Taken or Required
		undetermined site parameters at several of the sites will impact the coverage. System design efforts will determine system impacts. Impact includes, microwave backhaul, equipment reconfigurations, channel plan changes, system coverage, licensing, and site design and permitting.

5. Disputes and Claims

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

Dispute / Claim / Potential Claim	Status / Actions	Resolution Date
None at this time		

6. Financial Status

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

Invoice Payment Category	Invoice Payment Totals (\$)
Contract Sum Full Payable Amount (Amendment 30)	166,928,248
Cumulative Invoice Payments from Last Report	70,823,496
Total Invoice Payments This Period	3,796,737
Remaining Amount to be Paid	92,308,015

7. LA-RICS Master Schedule

The current P6 baseline schedule is titled "LMR IMS and Site Project Schedule_DD21-Oct-2017". Variance reports are distributed weekly, reviewed, and discussed at weekly meetings.

(See attached LMR Executive Project Summary Snapshots)



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

September 13, 2018

To: LA-RICS Authority Board of Directors

From: Scott Edson
Executive Director

OUTREACH UPDATE

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

Municipality	Meeting Date
<i>Meeting with representative from Bell</i>	July 31, 2018
<i>APCO Conference</i>	August 6 -9, 2018
<i>Meeting with representatives from AT&T</i>	August 20, 2018
<i>Meeting with representatives from Azusa</i>	August 21, 2018
<i>Base Camp Demonstration</i>	August 22, 2018
<i>Meeting with representatives from USFS</i>	August 23, 2018
<i>Meeting with representatives from AT&T</i>	August 27, 2018
<i>Meeting with representative from MTA</i>	August 29, 2018
<i>Meeting with representatives from AT&T</i>	August 30, 2018
<i>Meeting with representatives from AT&T</i>	August 31, 2018
<i>Meeting with representative from Irwindale</i>	September 5, 2018
<i>Meeting with representatives from Industry</i>	September 6, 2018

Executive Director Scott Edson and Technical Manager Ted Pao met with the Bell Police Chief to bring them up to date on the LMR System and extended an offer for vehicle routers for testing the LA-RICS system.

AGENDA ITEM F

Various meetings continued in the months of July and August with AT&T to discuss ongoing Technical and Program Management concerns, Transfer Transition logistics, Checkpoint Calls, Round 2 Specifications, and Assignment & Assumption Agreements.

Executive Director Edson and Program Director Chris Odenthal met with Azusa Police Chief Steve Hunt and City Manager Sergio Gonzalez to provide an update on LA-RICS and the AT&T Asset Transfer Agreement for the PSBN site in the City of Azusa.

Members of the LA-RICS Team attended a demonstration of a standalone radio system for remote areas and emergency communications called Base Camp.

Executive Director Edson and Program Director Odenthal met with USFS Supervisor Jeff Vail and members of the USFS Team to discuss technical concerns and next steps needed for the Special Use Permit application.

Executive Director Edson, Administrative Chief Orellana-Curtiss and Program Director Odenthal met with representatives from MTA to provide an update on LA-RICS and to discuss membership/subscriber opportunities.

Executive Director Edson and Program Director Odenthal met with Irwindale Police Chief Ty Henshaw to provide an update on LA-RICS and discuss a potential PSBN site in the City of Irwindale.

Executive Director Edson and Industry Sheriff Captain Murakami met with City Manager Troy Helling from the City of Industry to discuss the status of the site access agreement in process between the City and LA-RICS.

Lastly, the LA-RICS Communications Team is currently working on a revised Fact Sheet and the release of Volume 3, Issue 12 of the LA-RICS Newsletter planned for the end of September 2018.

WST:pl



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

September 13, 2018

To: LA-RICS Authority Board of Directors

From: Scott Edson
Executive Director

PSBN ONBOARDING UPDATE

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

STATUS OF PSBN AGENCY ONBOARDING		
Agency	Onboarding Status	Number of Units Installed, Demo Kit or SIM cards Received
LASD	Installations in progress.	1293
LACoFD	Installations in progress.	686
Inglewood PD	FirstNet connection is awaiting final testing. Joint testing of the APN is being scheduled to complete by 10/18/18. 17 vehicle installation complete.	25
Claremont PD	FirstNet connection and testing is complete.	2
Bell PD	Two routers in use. Working directly with FirstNet/AT&T	2
Covina PD	Two routers in use. Transition options from the LA-RICS APN are under review.	2
UCLA Health	Mobile Stroke Unit in operation using the LA-RICS connection. Transition options from the LA-RICS APN under review.	1
Health Services / EMS	Request for antennas for 3 routers approved pending procurement of installation services and antennas. Transition options from the LA-RICS APN under review.	3
El Segundo Fire & PD	Two routers in use via LA-RICS connection. Routers in use over the LA-RICS APN and transition options from the LA-RICS APN under review..	2
Signal Hill PD	They will work directly with AT&T.	0

The transition of the PSBN sites to AT&T continues. We are coordinating joint testing with the above mentioned agencies to minimize any service impacts due to the transition. Device vendor evaluations are underway to help determine the router preference.

AGENDA ITEM G



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SCOTT EDSON
EXECUTIVE DIRECTOR

September 13, 2018

To: LA-RICS Authority Board of Directors

From: Scott Edson
Executive Director

REQUEST FOR PROPOSALS FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS) AUTHORITY ENGINEERING DESIGN AND RELATED SERVICES

The purpose of this discussion item is to update your Board on the status of the Request for Proposals (RFP) for Los Angeles Regional Interoperable Communications System (LA-RICS) Authority Engineering Design and Related Services.

The County of Los Angeles Department of Public Works (Public Works) released the RFP on August 15, 2018, on behalf of the Authority. The purpose of the RFP is to award a contract to a qualified Architectural and Engineering firm for engineering design and related services in connection with the Public Safety Broadband Network (PSBN) Round 2 buildout of wireless telecommunications sites.

As your Board is aware, on June 25, 2018, the Department of Commerce's National Telecommunications and Information Administration (NTIA) augmented the Authority's Broadband Technology Opportunities Program (BTOP) grant funding by approximately \$32 million to, among other things, expand the PSBN coverage. This RFP is the first step in ensuring the Authority has a firm on contract to perform the engineering design and construction drawings for the PSBN Round 2 sites. With respect to the resultant construction work, the Authority intends to continue to enlist the assistance of Public Works to issue construction solicitations. Public Works has the expertise, resources, and qualification procedures in place to contract engineering design and construction contractors efficiently and in a timely manner.

It is the expectation of the Authority that Motorola Solutions, Inc. (Motorola) will perform the engineering design/construction drawing work as well as the resultant construction work for those PSBN Round 2 sites collocated at Land Mobile Radio (LMR) System sites. The Authority intends to bring an amendment to your Board for consideration regarding the same.

AGENDA ITEM H

With respect to the RFP, Authority staff has been working closely with Public Works to ensure the procurement process progresses with efficiency and speed. The table below outlines key events in the process with projected deadlines.

SCHEDULE OF EVENTS	
Event	Date
Issuance of RFP	August 15, 2018
Optional Pre-Proposal Conference	August 28, 2018
Final Day to Submit Written Questions	August 29, 2018
Proposal Submission Deadline	September 10, 2018
Oral Interviews (if any)	September 18, 2018
Proposer Determination	September 20, 2018
Negotiations	September 24, 2018
Recommend contract award to your Board	October 2018

JA:ms



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Monterey Park, California 91754
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SCOTT EDSON
EXECUTIVE DIRECTOR

September 13, 2018

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

Dear Directors:

APPROVE REVISIONS TO THE POLICY FOR THE LA-RICS PERMIT APPLICATION PROCESS

SUBJECT

Board approval is requested to revise the existing policy regarding the LA-RICS Ministerial Permit Application Process to broaden the scope of the Executive Director's authority to sign various types of applications and permits required to further operations, maintenance, and site preparation to facilitate construction of the Land Mobile Radio (LMR) System as well as Round 2 sites for the Public Safety Broadband System (PSBN).

RECOMMENDED ACTION

It is recommended that your Board approve revisions to the enclosed LA-RICS Permit Application Process (Enclosure) to expand the Executive Director's authority currently to approve and sign ministerial permit applications and/or related permits, as well as any other ministerial and/or administrative documents needed in order to comply with codes, ordinances, regulations, to also include signing temporary right of entry permits and temporary access agreements with various jurisdictions and private entities. The expansion of this delegated authority will facilitate access for site preparation work (i.e. staging, parking, etc.) to facilitate site construction and the implementation, operation, and maintenance of the Land Mobile Radio System and the PSBN.

BACKGROUND

On May 4, 2017, your Board took action resulting in the LA-RICS Ministerial Permit Application Process policy which authorized the Executive Director to sign ministerial permit applications and permits supporting the LMR System.

On November 2, 2017, your Board approved a revision to the LA-RICS Ministerial Permit Application Process to broaden the scope of the Executive Director's authority to approve and sign various types of ministerial documents required for ongoing operations and maintenance of the LMR System as well as the PSBN.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will allow the Executive Director to also approve and sign temporary right of entry permits and temporary access agreements with various jurisdictions and private entities, to facilitate construction for the LMR System and for the PSBN. Sometimes, it is discovered after the start of construction at a site, that temporary access is needed from an adjacent land owner or an easement holder to the LA-RICS site, usually for road access, or for staging construction materials or vehicles. It is a disruption to the construction schedule and cost prohibitive to secure additional permissions for temporary access. Broadening the authority will help to prevent any delays with site construction as well as allow for smooth implementation, operation, and maintenance of all deployments. The Executive Director will have the ability to approve and sign documents not only from certain jurisdictions but other types of entities such as private entities, land owners, or organizations.

FISCAL IMPACT/FINANCING

From a fiscal perspective, as previously approved by your Board, the Executive Director's delegated authority is limited to temporary right of entry permits and temporary access agreements that are covered and contained within an adopted LA-RICS Operating Budget. Any costs associated with any temporary right of entry permits and temporary access agreements contemplated in the attached policy in excess of any adopted LA-RICS Operating Budget shall be returned to your Board for approval.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA:ms

M:\LA-RICS POLICIES\Policy No. 019-2017 (LA-RICS Ministerial Permit Application Process)\Revision 2 (DRAFT)\Board Letter_Ministerial Policy_Revision 2_09-05-18.docx

Enclosure

c: Counsel to the Authority



LA-RICS POLICIES

POLICY TITLE		POLICY NO.
LA-RICS Ministerial Permit Application <u>and Temporary Right of Entry/Access</u> Process		019-2017
APPROVED BY	EFFECTIVE DATE	DATE LAST REVISED
LA-RICS JPA Board of Directors	05/04/17	11/02/17

1.0 PURPOSE

To authorize the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority) Executive Director to sign ministerial applications, permit applications, permits, temporary right of entry or temporary access agreements, as well as any other ministerial or temporary access documents necessary to secure access for site preparation work (i.e. staging, parking, etc.), for the maintenance of ongoing Authority operations ~~or for jurisdictional approval needed~~ to comply with codes, ordinances, ~~and~~ regulations, and/or access to enable/facilitate site construction, and/or for the implementation, operation, and maintenance of the Land Mobile Radio (LMR) System or the Public Safety Broadband Network (PSBN).

2.0 POLICY

~~On May 4, 2017, Pursuant to this LA-RICS Ministerial Permit Application and Temporary Right of Entry/Access Process Policy, the LA-RICS Joint Powers Authority (JPA) Board of Directors (Board) took action to authorize~~ the Executive Director to sign, any and all, ministerial ~~permit~~ applications, permit applications, permits, temporary right of entry or temporary access agreements, as well as any other ministerial or temporary access documents to secure access for site preparation work (i.e. staging, parking, etc.) and/or related permits, including but not limited to, the United States Department of Agriculture (USDA), Forest Service Special Use Permit (SUP) application, Federal Aviation Administration (FAA) outgrant application, coastal development permit, conditional use permit and other permit application and permits for jurisdictional approval needed to comply with codes, ordinances and regulations to enable site construction and the implementation, operation and maintenance of the LMR System or the PSBN. ~~Pursuant to this LA-RICS Ministerial Permit Application Process Policy, the Executive Director has authority to approve ministerial applications, permit applications, permits, as well as any other ministerial documents necessary for the maintenance of ongoing Authority operations or for jurisdictional approval needed~~

POLICY TITLE	POLICY NO.
LA-RICS Ministerial Permit Application <u>and Temporary Right of Entry/Access Process</u>	019-2017

~~to comply with codes, ordinances, and regulations to enable site construction and the implementation, operation, and maintenance of the LMR System or the PSBN.~~

With respect to this Policy No. 019-2017, the Executive Director's delegated authority is limited to those items that are covered and contained within an adopted LA-RICS Operating Budget. Any costs associated with this Policy No. 019-2017 in excess of any adopted LA-RICS Operating Budget shall be returned to the Board for approval.

3.0 **GUIDELINES/PROCEDURES**

Certain Federal, State, and local agencies as well as private entities, land owners, or organizations require ~~ministerial~~various permits, temporary right of entry or access agreements, and ~~the submittal of permit~~ applications for ~~jurisdictional~~ approval prior to or during any construction related activity occurring, ~~which includes certain on any~~ LMR System and/or PSBN sites. Additionally, it may be necessary for the Executive Director to sign such ministerial applications and, ~~permit applications~~, permits, as well as any other ministerial and/or administrative documents necessary for ~~the maintenance of~~ ongoing Authority operations, site preparation, and/or site construction of the LMR System or PSBN sites.

References:

- May 4, 2017 – LA-RICS JPA Board of Directors Action (Agenda Item J)
 - Approval of signing of ministerial permit applications and/or related permits.

Policy Updates:

- November 2, 2017 – LA-RICS JPA Board of Directors Action (Agenda Item J)
 - Approval of Revision 1 to the LA-RICS Ministerial Permit Application Process revising the policy to broaden the delegated authority and contemplate PSBN activities.



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

SCOTT EDSON
EXECUTIVE DIRECTOR

September 13, 2018

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

Dear Directors:

**APPROVE THE IMPLEMENTATION OF THE LA-RICS INFORMATION
TECHNOLOGY AND SECURITY PROGRAM POLICIES
(POLICY NOS. 024-2018, 025-2018, AND 026-2018)**

SUBJECT

Board approval is requested to approve certain LA-RICS Information Technology (IT) Security Program Policies (Policies) and delegate authority to the Executive Director to implement the Policies. Approval of such Policies will establish and enhance the Authority's IT Security Program.

RECOMMENDED ACTION

It is recommended that your Board:

1. Approve the following enclosed LA-RICS IT Security Program Policies (Policies) to establish and enhance the Authority's Information Technology (IT) Security Program.
 - Board Policy No. 024-2018 – LA-RICS Information Technology and Security Program Policy (Enclosure 1)
 - Board Policy No. 025-2018 – Use of LA-RICS Information Technology Resources Policy (Enclosure 2)
 - Board Policy No. 026-2018 – LA-RICS Antivirus Security Policy (Enclosure 3)

AGENDA ITEM J

2. Authorize the Executive Director to implement whatever appropriate procedures and/or plans necessary to carry out the Policies.

BACKGROUND

On May 22, 2018, the Joint Operations and Technical Committee (Joint Committees) approved recommending to your Board the adoption of the Board Policy No. 024-2018, LA-RICS IT and Policies, to establish a security program that ensures Authority IT resources are protected against all forms of unauthorized access, use, disclosure, or modification, ultimately safeguarding the integrity of the Authority's information technology resources. Policy No. 024-2018 was the first policy, in a series of policies, that would be presented to your Board for consideration as part of the Authority's overarching IT Security Program.

On July 24, 2018, the Joint Committees approved recommending to your Board the adoption of Board Policy Nos. 025-2018 and 026-2018, respectively known as the Use of LA-RICS IT Resources Policy and the LA-RICS Antivirus Security Policy for inclusion into the IT Security Program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The approval of the recommended action will ensure the Authority has Policies in place to establish the Authority's IT Security Program for the protection and use of Authority's IT Resources.

Establishment of Policy No. 025-2018 (Use of LA-RICS Information Technology Resources Policy) would ensure that the use of Authority's IT Resources do not allow any forms of unauthorized access, use, disclosure, or modification. As opposed to Board Policy No. 024-2018, which defines the overarching LA-RICS IT Security Program, this policy holds the User accountable when using the Authority's IT Resources and expects the User to utilize IT Resources in a responsible, professional, ethical, and lawful manner. In addition, this policy defines measures that the Authority would adhere to in order to protect its IT Resources, including but not limited to, establishing access control mechanisms and determining appropriate User authentication levels.

With respect to Policy No. 026-2018 (LA-RICS Antivirus Security Policy), this policy is necessary in order to allow for the Authority's Chief Information Security Officer (CISO) to provide LA-RICS-approved real-time virus protection for all LA-RICS hardware and software to minimize risk to the Authority's IT Resources. Further, this policy prohibits Users from introducing malicious devices onto any IT Resources as well as disabling, modifying, or deleting computer security software.

Authority staff is working to develop subsequent security policies that will also become part of the Authority's IT Security Program to present to the Joint Committees and subsequently to your Board for consideration. The expectation is to secure Joint Committees' approval for additional security policies that may be interrelated and present cohesive policies packages to your Board for approval.

FISCAL IMPACT/FINANCING

The activity contemplated in this action have no fiscal impact at this time.

CONCLUSION

Approval of the recommended action will allow the Authority to establish certain LA-RICS Security Policies to establish the Authority's IT Security Program and allow the Executive Director to implement the policies.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

MS:pl

M:\LA-RICS POLICIES\Policy No. 024-2018 (LA-RICS Information Technology and Security Policy)\JPA Board Letter (2018-09-13)\Security Policy Board Letter_09.13.18.docx

Enclosure

c: Counsel to the Authority



LA-RICS POLICIES

POLICY TITLE		POLICY NO.
LA-RICS Information Technology and Security Program Policy		024-2018
APPROVED BY	EFFECTIVE DATE	DATE LAST REVISED
LA-RICS JPA Board of Directors	---	---

1.0 **PURPOSE**

To establish a security program ("LA-RICS IT Security Program") for Information Technology (IT) Resources of the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority), which will ensure the Authority's IT Resources are protected against all forms of unauthorized access, use, disclosure, or modification.

2.0 **POLICY**

Authority IT Resources are essential Authority assets that shall be appropriately protected against all forms of unauthorized access, use, disclosure, or modification. Security policies for Authority IT Resources shall be implemented to help ensure:

1. Privacy and confidentiality
2. Information integrity, including, without limitation, data integrity
3. Availability
4. Accountability
5. Appropriate access, use, exposure, disclosure, and modification

The Authority's personnel, consultants and contractors and other certain individuals/entities as contemplated in Section 3.2 (Authority IT User) shall adhere to this policy (Policy No. 024-2018).

3.0 **DEFINITIONS**

Items contained within this Section 3 (Definitions) define the following identified terms, which will apply to the LA-RICS IT Security Program. These defined terms are used in the LA-RICS IT Security Program.

POLICY TITLE	POLICY NO.
LA-RICS Information Technology and Security Program Policy	024-2018

3.1 Authority IT Resources

As used in this policy and the LA-RICS IT Security Program, the term "**Authority IT Resources**" includes, but is not limited to the following items, which are owned, leased, managed, operated, or maintained by, or in the custody of the Authority, Member Agencies or other entities for use by the Authority for the Authority's purposes.

a. **Computing devices:**

1. Desktop computers and thin client devices
2. Portable computing devices
 - Portable computers including: laptops and tablet computers, mobile computers that can connect by cable, telephone wire, wireless transmission, or via any Internet connection to Authority IT resources
 - Portable devices including: personal digital assistants (PDAs), digital cameras, smartphones, cell phones, pagers, wearable computers (also known as body-borne computers or wearables), and audio/video recorders
 - Portable storage media including: diskettes, tapes, DVDs, CDs, USB flash drives, memory cards, and external hard disk drives
3. Multiple user and application computers including servers
4. Printing and scanning devices, including printers, copiers, scanners, and fax machines
5. Network devices, including firewalls, routers, and switches

b. **Telecommunications network resources:** Telecommunications network resources (e.g., wired and wireless), including voice and data networks, voicemail, voice over Internet Protocol (VoIP), and videoconferencing.

c. **Software:** Application software, operating systems software, and stored instructions.

d. **Information and data:**

1. Documentation
2. Electronic communications (e.g., email, text message)
3. Voice recordings
4. Photographs
5. Electronically stored information (data that is created, altered, communicated and stored in digital form)

POLICY TITLE	POLICY NO.
LA-RICS Information Technology and Security Program Policy	024-2018

6. Confidential information (information that is sensitive, proprietary or personal to which access must be restricted and whose unauthorized disclosure could be harmful to a person, process or to an organization)
7. Personal information (any information maintained by the Authority or entity that identifies or describes an individual including, but not limited to, his or her name, social security number, physical description, home address, telephone number, education, financial matters, and medical or employment history)

e. **Services:** Hosted services and Authority Internet services.

f. **Systems:** Systems that are an integration and/or interrelation of various components of Authority IT Resources to provide a business solution(s) (e.g., AirShip server, FirstNet/AT&T Local Control Portal).

3.2 Authority IT User

As used in this policy and the LA-RICS IT Security Program, an "**Authority IT User**" shall mean any user (e.g., Authority personnel, contractors, subcontractors, authorized agents and volunteers and other governmental staff and private agency staff) of any Authority IT Resources. If the Authority's member agencies and subscribers, emergency response and support personnel, communications operational and technical personnel, state/local/federal government representatives, non-governmental organizations (NGOs), and other users as authorized by the Authority, access the Authority's IT Resources, such entities and individuals shall be deemed an "Authority IT User."

3.3 Authority IT Security

As used in this policy and the LA-RICS IT Security Program, the term "Authority IT Security" means any security standards and procedures (e.g., appropriate use and protection) relating to any Authority IT Resources.

3.4 Authority IT Security Incident

As used in this policy and the LA-RICS IT Security Program, the term "**Authority IT Security Incident**" includes any actual or suspected adverse event (e.g., virus/worm attack, exposure, loss, or disclosure of personal information and/or confidential information, disruption of data or system integrity, and disruption or denial of availability) relating to any Authority IT Security.

POLICY TITLE	POLICY NO.
LA-RICS Information Technology and Security Program Policy	024-2018

4.0 **RESPONSIBILITIES**

4.1 Authority's Executive Director

The Authority's Executive Director shall ensure the development and adoption of appropriate security policies for Authority IT Resources. These security policies shall specify the appropriate access, use, exposure, disclosure, and modification that is permitted for Authority IT Resources for internal and external activities (e.g., email and other electronic communications, and Internet access and use). When approved by the LA-RICS Joint Powers Authority (JPA) Board of Directors (Board), and adopted and implemented by the Executive Director, these policies shall be published and made available to all Authority IT Users to ensure their awareness and compliance.

4.2 Chief Information Security Officer (CISO)

The CISO shall report to the Executive Director and is responsible for:

- a. Ensuring Authority IT Users (1) adhere to the Acceptable Use Agreement and (2) protect Authority IT Resources for which they are entrusted
- b. Developing and maintaining the LA-RICS Cybersecurity Incident Response Plan
- c. Chairing any needed ad hoc working groups to address security issues
- d. Providing Authority IT Security-related technical, regulatory, and policy leadership
- e. Facilitating the implementation of Authority's IT Security policies
- f. Coordinating the Authority's IT Security efforts across organizational boundaries
- g. Leading the Authority's IT Security training and education efforts
- h. Directing the Authority's Computer Emergency Response Team (CERT)
- i. Ensure the Authority adheres to Authority's IT Security policies
- j. Ensure the Authority IT Resources are implemented and configured to meet the Authority's IT Security technical and operational standards and procedures
- k. Ensure the Authority IT Resources are maintained at current critical security patch levels
- l. Implement IT-based services that adhere to all applicable Authority IT Resources and Security policies

POLICY TITLE	POLICY NO.
LA-RICS Information Technology and Security Program Policy	024-2018

4.3 Authority IT Users

Authority IT Users are responsible for acknowledging and adhering to Authority IT Resource and Authority IT Security policies. Further, Authority IT Users are responsible for the following:

- a. Protection of Authority IT Resources for which they are entrusted; accessing, using, exposing, disclosing, and modifying Authority IT Resources only as authorized; and accessing and using Authority IT Resources for their intended purposes.
- b. Authority IT Users are required to sign the LA-RICS Acceptable Use Agreement, pursuant to Policy No. 025-2018 (Use of LA-RICS Information Technology Resources Policy), as a condition of being granted access to Authority's IT Resources, unless they have already signed an equivalent, approved acceptable use agreement.

5.0 COMPLIANCE

Authority personnel who violate this policy may be subject to appropriate disciplinary action up to and including discharge as well as both civil and criminal penalties. Non-Authority personnel may be subject to termination of contractual agreements, denial of access to Authority IT Resources, and other actions as appropriate (e.g. cure letter), as well as both civil and criminal penalties.

6.0 POLICY EXCEPTIONS

Requests for exceptions to this Policy No. 024-2018 shall be reviewed by the CISO and shall require approval by the Executive Director. Authority IT Users requesting exceptions shall provide such requests to the CISO.

The request should specifically state the following:

- a. scope and justification for the exception
- b. the potential impact or associated risk upon granting the exception
- c. risk mitigation measures to be undertaken by the Authority
- d. initiatives, actions and a time-frame for achieving the minimum compliance level with the policies set forth herein

The CISO shall review such requests, confer with the requestor, and refer the matter to the Executive Director for action.

POLICY TITLE	POLICY NO.
LA-RICS Information Technology and Security Program Policy	024-2018

References:

- Comprehensive Computer Data Access and Fraud Act, California Penal Code Section 502
Health Insurance Portability and Accountability Act (HIPAA) of 1996
- Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009 California Civil Code Section 1798.29
- County of Los Angeles Board of Supervisors Policy No. 6.100 (Information Technology and Security Policy)



LA-RICS POLICIES

POLICY TITLE		POLICY NO.
Use of LA-RICS Information Technology Resources Policy		025-2018
APPROVED BY	EFFECTIVE DATE	DATE LAST REVISED
LA-RICS JPA Board of Directors	---	---

1.0 PURPOSE

To establish a policy for use of Authority Information Technology Resources which will ensure that they are protected against all forms of unauthorized access, use, disclosure, or modification.

2.0 DEFINITION REFERENCE

As used in this Policy No. 025-2018, the following terms shall have the same meaning as set forth in Policy No. 024-2018 LA-RICS Information Technology and Security Program.

- Authority IT Resources, hereinafter referred to as "IT Resources"
- Authority IT Security, hereinafter referred to as "IT Security"
- Authority IT User, hereinafter referred to as "User"
- Chief Information Security Officer, hereinafter referred to as "CISO"
- Computing devices
- Confidential Information
- Personal Information
- Systems

3.0 POLICY

All Users shall adhere to this Policy 025-2018 and sign the Los Angeles Regional Interoperable Communications System (LA-RICS) Agreement for Acceptable Use and Confidentiality of LA-RICS Information Technology Resources (Enclosure) prior to being granted access to IT Resources.

Users cannot expect any right to privacy concerning their activities related to IT Resources, including, without limitation, in anything they create, store, send, or receive using IT Resources. Having no expectation to any right to privacy includes, for example, that Users' access and use of IT Resources may be monitored or investigated by authorized persons at any time, without notice or consent.

POLICY TITLE	POLICY NO.
Use of LA-RICS Information Technology Resources Policy	025-2018

Activities of Users may be logged and stored, may become public record, and are subject to audit and review, including, without limitation, periodic monitoring and/or investigation, by authorized persons at any time.

IT Resources may not be used:

- a. For any unlawful purpose;
- b. For any purpose detrimental to LA-RICS or its interests;
- c. For personal financial gain;
- d. In any way that undermines or interferes with access to or use of IT Resources for official LA-RICS purposes;
- e. In any way that hinders productivity, efficiency, customer service, or interferes with a User's performance of official job duties;
- f. To express or imply sponsorship or endorsement by LA-RICS, except as approved in accordance with LA-RICS' policies, standards, and procedures; or
- g. For personal purpose where activities are for private gain or advantage, or an outside endeavor not related to LA-RICS business purpose. Personal purpose does not include the incidental and minimal use of IT Resources, such as occasional use of the internet.

No User shall intentionally, nor through negligence or damage, interfere with the operation of, or prevent authorized access to IT Resources. It is every User's duty to access and use IT Resources responsibly, professionally, ethically, and lawfully. The CISO has the right to administer access and use of all IT Resources including, without limitation, the right to monitor Internet, electronic communications (e.g., email, text messages, etc.), and data access. Access to IT Resources is a privilege and may be modified or revoked at any time, without notice or consent.

Monitoring access and use of IT Resources by Users must be approved in accordance with applicable policies and laws on investigations. If any evidence of violation is identified, the CISO must be notified immediately.

3.1 Access Control

Access control mechanisms shall be in place to protect against unauthorized access, use, exposure, disclosure, modification, or destruction of IT Resources. Such mechanisms may include, without limitation, hardware, software, storage media, policy and procedures, and physical security.

POLICY TITLE	POLICY NO.
Use of LA-RICS Information Technology Resources Policy	025-2018

3.2 Authentication

Access to all Systems shall have an appropriate User authentication mechanism based on the sensitivity and level of risk associated with the information. All Systems containing information that require restricted access shall require User authentication before access is granted.

Users shall be responsible for integrity of the authentication mechanism granted to them. For example, Users shall not share their computer identification codes and other authentication mechanisms (e.g., logon identification (ID), computer access codes, account codes, passwords, SecurID cards/tokens, biometric logons, and smartcards). Furthermore, representing oneself as someone else, real or fictional, or sending information anonymously is prohibited unless specifically authorized by the CISO.

Fixed passwords or single-factor authentication, which are used for most access authorization, shall be changed at a frequency determined by the CISO.

Two-factor authentication is required for remote access and system administrator access to critical servers where Personal Information, Confidential Information, or otherwise sensitive information exists unless otherwise approved by the Executive Director.

3.3 Information Integrity

Users are responsible for maintaining the integrity of information that is part of IT Resources. They shall not knowingly or through negligence cause such information to be modified or corrupted in any way that would compromise accuracy or prevent authorized access.

3.4 Accessing IT Resources Remotely

Remote access to IT Resources by Users shall require approval by the CISO. Each User shall comply with, and only use equipment that complies with all applicable IT Security policies.

Without limiting the foregoing, Users who are authorized to remotely access IT Resources using personally owned computing devices shall ensure that the following are up to date on their personal device:

POLICY TITLE	POLICY NO.
Use of LA-RICS Information Technology Resources Policy	025-2018

- a. Antivirus software
- b. Operating system software
- c. Application software (e.g., critical updates and service packs)
- d. Firewall (e.g., software and hardware firewalls)

3.5 Privacy

Information that is accessed using IT Resources shall be used in accordance with LA-RICS policies, standards, and procedures. Such information shall not be exposed or disclosed to unauthorized individuals.

3.6 Confidentiality

Unless specifically authorized by the Executive Director, sending, disseminating, or otherwise exposing and/or disclosing Personal and/or Confidential Information is strictly prohibited. This includes, without limitation, information that is subject to HIPAA, the HITECH Act, or any other confidentiality or privacy legislation.

4.0 COMPLIANCE

Authority personnel who violate this Policy No. 025-2018 may be subject to appropriate disciplinary action up to and including discharge as well as both civil and criminal penalties. Non-Authority personnel who violate this Policy No. 025-2018 may be subject to termination of contractual agreements, denial of access to IT Resources, and other actions as appropriate (e.g., cure letter), as well as both civil and criminal penalties.

5.0 POLICY EXCEPTIONS

Requests for exceptions to this Policy No. 025-2018 shall be reviewed by the CISO and shall require approval by the Executive Director. Users requesting exceptions shall provide such requests to the CISO.

The request should specifically state the following:

- a. Scope and justification for the exception
- b. Potential impact or associated risk upon granting the exception
- c. Risk mitigation measures to be undertaken by the Authority
- d. Initiatives, actions and a time-frame for achieving the minimum compliance level with the policies set forth herein

POLICY TITLE	POLICY NO.
Use of LA-RICS Information Technology Resources Policy	025-2018

The CISO shall review such requests, confer with the requestor, and refer the matter to the Executive Director for action.

References:

- LA-RICS Policy No. 024-2018 (Information Technology and Security Program Policy)
- Comprehensive Computer Data Access and Fraud Act, California Penal Code Section 502
- Health Insurance Portability and Accountability Act (HIPAA) of 1996
- Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009
- California Civil Code Section 1798.29

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
(LA-RICS) AGREEMENT FOR ACCEPTABLE USE AND CONFIDENTIALITY OF
LA-RICS INFORMATION TECHNOLOGY RESOURCES**

As a Los Angeles Interoperable Communications System (LA-RICS) staffer on loan from my member agency, contractor, subcontractor, volunteer, or other authorized user ("Authority IT User") of Authority Information Technology (IT) Resources as defined herein, I understand that I occupy a position of trust. Furthermore, I shall use Authority IT Resources in accordance with LA-RICS policies, standards, and procedures. I understand that Authority IT Resources shall not be used:

- For any unlawful purpose;
- For any purpose detrimental to the LA-RICS or its interests;
- For personal financial gain;
- In any way that undermines or interferes with access to or use of Authority IT Resources for official LA-RICS purposes;
- In any way that hinders productivity, efficiency, customer service, or interferes with a Authority IT User's performance of his/her official job duties.

I shall maintain the confidentiality of Authority IT Resources (e.g., business information, personal information, and confidential information).

This Agreement is required by LA-RICS Policy No. 025-2018 Use of LA-RICS Information Technology Resources, which may be consulted directly.

As used in this Agreement, the term "Authority IT Resources" includes, without limitation, computers, systems, networks, software, and data, documentation and other information, owned, leased, managed, operated, or maintained by, or in the custody of, the LA-RICS or non-LA-RICS entities for LA-RICS purposes. The definitions of the terms "Authority IT Resources", "Authority IT User", "Authority IT Security Incident", "computing devices", "Personal information" and "Confidential information" are fully set forth in LA-RICS No. 024-2018 Information Technology and Security Program Policy.

As an Authority IT User, I agree to the following:

1. Computer crimes: I am aware of California Penal Code Section 502(c) – Comprehensive Computer Data Access and Fraud Act (set forth, in part, below). I shall immediately report to my management any suspected misuse or crimes relating to Authority IT Resources or otherwise.
2. No Expectation of Privacy: I do not expect any right to privacy concerning my activities related to Authority IT Resources, including, without limitation, in anything I create, store, send, or receive using Authority IT Resources. I understand that having no expectation to any right to privacy includes, for example, that my access and use of Authority IT Resources may be monitored or investigated by authorized persons at any time, without notice or consent.

3. Activities related to Authority IT Resources: I understand that my activities related to Authority IT Resources (e.g., email, instant messaging, blogs, electronic files, Authority Internet services, and Authority systems) may be logged/stored, may be a public record, and are subject to audit and review, including, without limitation, periodic monitoring and/or investigation, by authorized persons at any time. I shall not either intentionally, or through negligence, damage, interfere with the operation of Authority IT Resources. I shall neither, prevent authorized access, nor enable unauthorized access to Authority IT Resources responsibly, professionally, ethically, and lawfully.
4. Authority IT Security Incident reporting: I shall notify the Chief Information Security Officer (CISO) as soon as an Authority IT Security Incident is suspected. An "Authority IT Security Incident" is defined as, per Board Policy No. 024-2018, LA-RICS Information Technology and Security Program Policy, any actual or suspected adverse event (e.g., virus/worm attack, exposure, loss, or disclosure of personal information and/or confidential information, disruption of data or system integrity, and disruption or denial of availability) relating to any Authority IT Security.
5. Security access controls: I shall not subvert or bypass any security measure or system which has been implemented to control or restrict access to Authority IT Resources and any related restricted work areas and facilities. I shall not share my computer identification codes and other authentication mechanisms (e.g., logon identification (ID), computer access codes, account codes, passwords, SecurID cards/tokens, biometric logons, and smartcards).
6. Passwords: I shall not keep or maintain any unsecured record of my password(s) to access Authority IT Resources, whether on paper, in an electronic file, or otherwise. I shall comply with all LA-RICS policies relating to passwords. I shall immediately report to my management any compromise or suspected compromise of my password(s) and have the password(s) changed immediately.
7. Business purposes: I shall use Authority IT Resources in accordance with LA-RICS policies, standards, and procedures.
8. Confidentiality: I shall not send, disseminate, or otherwise expose or disclose to any person or organization, any personal and/or confidential information, unless specifically authorized to do so by LA-RICS management. This includes, without limitation, information that is subject to Health Insurance Portability and Accountability Act of 1996, Health Information Technology for Economic and Clinical Health Act of 2009, or any other confidentiality or privacy legislation.
9. Computer virus and other malicious devices: I shall not intentionally introduce any malicious device (e.g., computer virus, spyware, worm, key logger, or malicious code), into any Authority IT Resources. I shall not use Authority IT Resources to intentionally introduce any malicious device into any Authority IT Resources or any non-Authority IT systems or networks. I shall not disable, modify, or delete computer security software (e.g., antivirus software, antispyware software, firewall software, and host intrusion prevention software) on Authority IT Resources. I shall notify the

CISO as soon as any item of Authority IT Resources is suspected of being compromised by a malicious device.

10. Offensive materials: I shall not access, create, or distribute (e.g., via email) any offensive materials (e.g., text or images which are sexually explicit, racial, harmful, or insensitive) on Authority IT Resources (e.g., over Authority-owned, leased, managed, operated, or maintained local or wide area networks; over the Internet; and over private networks), unless authorized to do so as a part of my assigned job duties (e.g., law enforcement). I shall report to my management any offensive materials observed or received by me on Authority IT Resources.
11. Internet: I understand that the Internet is public and uncensored and contains many sites that may be considered offensive in both text and images. I shall use Authority Internet services in accordance with Authority policies and procedures. I understand that my use of Authority Internet services may be logged/stored, may be a public record, and are subject to audit and review, including, without limitation, periodic monitoring and/or investigation, by authorized persons at any time. I shall comply with all Authority Internet use policies, standards, and procedures. I understand that Authority Internet services may be filtered, but in my use of them, I may be exposed to offensive materials. I agree to hold the Authority harmless from and against any and all liability and expense should I be inadvertently exposed to such offensive materials.
12. Electronic Communications: I understand that Authority electronic communications (e.g., email, text messages, etc.) created, sent, and/or stored using Authority electronic communications systems/applications/services are the property of the Authority. All such electronic communications may be logged/stored, may be a public record, and are subject to audit and review, including, without limitation, periodic monitoring and/or investigation, by authorized persons at any time, without notice or consent. I shall comply with all Authority electronic communications use policies and use proper business etiquette when communicating over Authority electronic communications systems/applications/services.
13. Public forums: I shall only use Authority IT Resources to create, exchange, publish, distribute, or disclose in public forums (e.g., blog postings, bulletin boards, chat rooms, Twitter, Facebook, MySpace, and other social networking services) any information (e.g., personal information, confidential information, political lobbying, religious promotion, and opinions) in accordance with LA-RICS policies, standards, and procedures.
14. Internet storage sites: I shall not store Authority information (i.e., personal, confidential (e.g., social security number, medical record), or otherwise sensitive (e.g., legislative data)) on any Internet storage site in accordance with LA-RICS policies, standards, and procedures.
15. Copyrighted and other proprietary materials: I shall not copy or otherwise use any copyrighted or other proprietary Authority IT Resources (e.g., licensed software and documentation, and data), except as permitted by the applicable license agreement

and approved by the Authority's Executive Director. I shall not use Authority IT Resources to infringe on copyrighted material.

16. Compliance with LA-RICS ordinances, rules, regulations, policies, procedures, guidelines, directives, and agreements: I shall comply with all applicable LA-RICS ordinances, rules, regulations, policies, procedures, guidelines, directives, and agreements relating to Authority IT resources. These include, without limitation, 024-2018 Technology and Security Program Policy, 025-2018 Use of LA-RICS Information Technology Resources.
17. Disciplinary action and other actions and penalties for non-compliance: I understand that my non-compliance with any provision of this Agreement may result in disciplinary action and other actions (e.g., suspension, discharge, denial of access, and termination of contracts) as well as both civil and criminal penalties and that LA-RICS may seek all possible legal redress.

CALIFORNIA PENAL CODE SECTION 502(c)
"COMPREHENSIVE COMPUTER DATA ACCESS AND FRAUD ACT"

Below is a section of the "Comprehensive Computer Data Access and Fraud Act" as it pertains specifically to this Agreement. California Penal Code Section 502(c) is incorporated in its entirety into this Agreement by reference, and all provisions of Penal Code Section 502(c) shall apply. For a complete copy, consult the Penal Code directly at website www.leginfo.legislature.ca.gov/.

502(c) Any person who commits any of the following acts is guilty of a public offense:

1. Knowingly accesses and without permission alters, damages, deletes, destroys, or otherwise uses any data, computer, computer system, or computer network in order to either (A) devise or execute any scheme or artifice to defraud, deceive, or extort, or (B) wrongfully control or obtain money, property, or data.
2. Knowingly accesses and without permission takes, copies, or makes use of any data from a computer, computer system, or computer network, or takes or copies any supporting documentation, whether existing or residing internal or external to a computer, computer system, or computer network.
3. Knowingly and without permission uses or causes to be used computer services.
4. Knowingly accesses and without permission adds, alters, damages, deletes, or destroys any data, computer software, or computer programs which reside or exist internal or external to a computer, computer system, or computer network.
5. Knowingly and without permission disrupts or causes the disruption of computer services or denies or causes the denial of computer services to an authorized user of a computer, computer system, or computer network.
6. Knowingly and without permission provides or assists in providing a means of accessing a computer, computer system, or computer network in violation of this section.
7. Knowingly and without permission accesses or causes to be accessed any computer, computer system, or computer network.
8. Knowingly introduces any computer contaminant into any computer, computer system, or computer network.
9. Knowingly and without permission uses the Internet domain name of another individual, corporation, or entity in connection with the sending of one or more electronic mail messages, and thereby damages or causes damage to a computer, computer system, or computer network.

I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT:

Authority IT User's Name

Authority IT User's Signature

Authority IT User's Employee/ID Number

Date

Supervisor's Name

Supervisor's Signature

Manager's Title

Date



LA-RICS POLICIES

POLICY TITLE		POLICY NO.
LA-RICS Antivirus Security Policy		026-2018
APPROVED BY	EFFECTIVE DATE	DATE LAST REVISED
LA-RICS JPA Board of Directors	---	---

1.0 PURPOSE

To establish an antivirus security policy for the protection of all Authority IT Resources.

2.0 DEFINITION REFERENCE

As used in this Policy No. 026-2018, the following terms shall have the same meaning as set forth in LA-RICS Policy No. 024-2018 Information Technology and Security Program.

- Authority IT Resources, hereinafter referred to as "IT Resources"
- Authority IT Security, hereinafter referred to as "IT Security"
- Authority IT Security Incident, hereinafter referred to as "IT Security Incident"
- Authority IT User, hereinafter referred to as "User"
- Chief Information Security Officer, hereinafter referred to as "CISO"
- Computing devices

3.0 POLICY

The CISO shall provide LA-RICS-approved real-time virus protection for all LA-RICS hardware and software environments to mitigate risk to IT Resources. Antivirus software shall be configured to actively scan all files received by computing devices. Changes to the antivirus software configurations shall only be made, as needed, by authorized personnel.

Further, the CISO shall establish procedures ensuring that:

- a. Computer security software (e.g., antivirus software, antispyware software, firewall software, and host intrusion prevention software) is updated when a new detection definition file, detection engine, software update (e.g., service packs and upgrades), and/or software version release, as

POLICY TITLE	POLICY NO.
LA-RICS Antivirus Security Policy	026-2018

applicable, is available, and only once hardware/software compatibility is confirmed

- b. Users who maintain direct Internet access shall implement an antivirus system to scan Internet web pages, emails, and File Transfer Protocol (FTP) downloads
- c. Notification of IT Security Incidents comply with requirements of the LA-RICS Cybersecurity Incident Response Plan

Users shall comply with, and only use equipment (e.g., LA-RICS-owned computing devices and personally owned computing devices) that complies with all applicable LA-RICS IT security policies.

Users are prohibited from intentionally introducing any malicious device (e.g., computer virus, spyware, worm, and malicious code) into any IT Resource. Further, Users are prohibited from using IT Resources to intentionally introduce any malicious device into any IT Resources or any non-LA-RICS IT systems or networks.

Users are prohibited from disabling, modifying, or deleting computer security software (e.g., antivirus software, antispyware software, firewall software, and host intrusion prevention software) IT Resources.

Each User is responsible for notifying the CISO as soon as any IT Resource is suspected of being compromised by a malicious device.

If there is a conflict between an LA-RICS security policy and an LA County policy, the County policy will supersede the LA-RICS policy.

4.0 COMPLIANCE

Authority personnel who violate this Policy No. 026-2018 may be subject to appropriate disciplinary action up to and including discharge as well as both civil and criminal penalties. Non-Authority personnel who violate this Policy No. 026-2018 may be subject to termination of contractual agreements, denial of access to IT Resources, and other actions as appropriate (ie: cure letter), as well as both civil and criminal penalties.

POLICY TITLE	POLICY NO.
LA-RICS Antivirus Security Policy	026-2018

5.0 POLICY EXCEPTIONS

Requests for exceptions to this Policy No. 026-2018 shall be reviewed by the CISO and shall require approval by the Executive Director. Users requesting exceptions shall provide such requests to the CISO.

The request should specifically state the following:

- a. Scope and justification for the exception
- b. Potential impact or associated risk upon granting the exception
- c. Risk mitigation measures to be undertaken by the Authority
- d. Initiatives, actions and a time-frame for achieving the minimum compliance level with the policies set forth herein

The CISO shall review such requests, confer with the requestor, and refer the matter to the Executive Director for action.

References:

- LA-RICS Policy No. 021-2017 (Cybersecurity Incident Response)
- LA-RICS Policy No. 024-2018 (Information Technology and Security Program)
- LA-RICS Policy No. 025-2018 (Use of Information Technology Resources, including the Acceptable Use Agreement)



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

September 13, 2018

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

Dear Directors:

APPROVE SITE ACCESS AGREEMENT WITH CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES FIRE DISTRICT FOR A LAND MOBILE RADIO SYSTEM SITE

SUBJECT

Board approval is requested to delegate authority to the Executive Director to finalize and execute substantially similar in form the enclosed Site Access Agreement (SAA) with the Consolidated Fire Protection District of Los Angeles Fire District, ("Fire District" or the "Owner") for LA County Fire Station 72 (LACF072, also known as LACoF072) for use in the Land Mobile Radio (LMR) System.

RECOMMENDED ACTION:

It is recommended that your Board:

1. Find that the approval and execution of the Site Access Agreement (SAA) with the Los Angeles Fire District (Fire District) for the LACF072 site to allow for all Land Mobile Radio (LMR) System work including construction, installation, operation and maintenance of the LMR infrastructure at this site as covered by the SAA are (a) within the scope of the Final Environmental Impact Report (EIR) prepared for the Los Angeles Regional Interoperable Communications System (LA-RICS) Land Mobile Radio (LMR) System, which was previously certified under California Environmental Quality Act (CEQA) on March 29, 2016, and (b) find that the environmental findings and Mitigation Monitoring Program previously adopted by the Board are applicable to the currently recommended actions, and (c) there are no changes to the project at this site or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.

AGENDA ITEM K

Approve the execution of the SAA with the Fire District and authorize the Executive Director, or his designee, to execute the SAA, substantially similar in form to Enclosure.

BACKGROUND

At its May 16, 2013, Board meeting, your Board directed staff to begin negotiations with various jurisdictions for SAAs for the use of the specific sites by the LA-RICS Authority (Authority) for LMR and/or Long Term Evolution (LTE) broadband communication sites. With respect to LMR, discussions and negotiations with the Fire District (the Owner) has resulted in the enclosed SAA for one site for use in the LMR System.

Entering into the proposed SAA would provide the Authority with a license or sublicense to use a portion of the Fire District property as a LMR communications site(s). The licensed site would include all necessary space and easements for access and utilities to construct, install, operate, maintain and repair a LMR communications facility.

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

A brief summary of similar relevant provisions with LACF072 follows below:

Site Owner	Number of Sites	Term	Lease Cost	Zoning Requirements	Ministerial Permitting Cost
Fire District	1	Indefinite	Gratis	Requires Local Coastal Development Permit	Requires review from Los Angeles County Regional Planning Dept.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

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

FISCAL IMPACT/FINANCING

No Fiscal Impact.

ENVIRONMENTAL DOCUMENTATION

The environmental impacts of the project at Site LACF072 were evaluated in the EIR prepared by the Authority for the LMR System. On March 29, 2016, your Board certified the Final EIR for the LMR System in compliance with CEQA, made findings with respect to the environmental impacts of the project, and adopted the Mitigation Monitoring Program (MMP) as a condition of approval for the project. The currently recommended actions related to Site LACF072 are within the scope of the impacts analyzed in the previously certified Final EIR and the Board's previous environmental findings, and adoption of the MMP are applicable to the current recommendations. There have been no changes to the project analyzed or to the circumstances under which the project is undertaken for this LMR System site that would require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects pursuant to Public Resources Code Section 21166 or CEQA Guidelines Sections 15162 and 15163. The previously adopted MMP will continue to apply.

Upon the Board's approval of the recommended actions, the LA-RICS Authority will file a Notice of Determination with the County Clerk in accordance with Section 21152(a) of the California Public Resources Code.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

SE:wst:pl

Enclosure

cc: Counsel to the Authority

**SITE ACCESS AGREEMENT
FIRE STATION 72**

THIS SITE ACCESS AGREEMENT ("Agreement"), is made and entered into in duplicate original this _____ day of _____, 2018,

BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES FIRE DISTRICT, a political subdivision of the State of California, hereinafter referred to as "FIRE DISTRICT"

AND

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

RECITALS:

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

WHEREAS, FIRE DISTRICT owns certain real property commonly known as Fire Station 72 at 1832 S. Decker Canyon Road in Malibu, California 90265 with Assessor Parcel Number ("APN") as 4472-011-900, as described on Exhibit A attached hereto ("Real Property"); and

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

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

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

1. **LMR SITE**

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

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

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

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

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

2. **PURPOSE AND USE**

2.01 The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use the LMR Site for the installation, operation, maintenance, and repair of a LMR facility. The LA-RICS AUTHORITY (and/or its member agencies, the LMR Vendor and/or other agents): (a) shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS AUTHORITY's LMR communications system, which typically consists of, without limitation, the infrastructure, monopoles, towers, shelters, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto

and incorporated herein by this reference (such LMR system, and associated infrastructure, shelters, equipment and related improvements, collectively, the "LA-RICS Facility") and other related materials as may be deemed necessary by the LA-RICS AUTHORITY, and (b) shall be allowed access over, through and across each site comprising the Real Property for ingress to and egress from the applicable LMR Site 24 hours per day, 7 days per week without notice. Each LMR Site shall be used only for the purposes authorized by this Section 2.01, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

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

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

3. **APPROVALS/DESIGN REVIEW**

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

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

FIRE DISTRICT and the LA-RICS AUTHORITY acknowledge that the LA-RICS AUTHORITY is a California joint powers authority whose members have specified, pursuant to Section 4.04 of its Joint Powers Agreement and Section 6509 of the California Government Code, that all common powers exercised by the LA-RICS AUTHORITY's Board of Directors shall be exercised in a manner consistent with, and subject to all the restrictions and limitations upon the exercise of such powers, as are applicable to the FIRE DISTRICT (i.e., the LA-RICS AUTHORITY has adopted the FIRE DISTRICT's operating mode). Accordingly, FIRE DISTRICT and the LA-RICS AUTHORITY agree that the LA-RICS AUTHORITY (i) will comply with Los Angeles County's Building Code

requirements and (ii) will seek only those governmental approvals that would normally apply to Los Angeles 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 FIRE DISTRICT is essential to the success of the LA-RICS project and that accordingly all such concerns will be taken into consideration throughout the LMR Site plan approval process, as described in this Section 3 and in Section 8.

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

4. **TERM**

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

5. **CONSIDERATION**

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

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

FIRE DISTRICT shall have the opportunity to review and provide input, if any, as to all project plans and specifications for the LA-RICS AUTHORITY's proposed alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements) after LA-RICS AUTHORITY's initial installation of the LA-RICS Facility on the LMR Site. In addition, FIRE DISTRICT shall have the right to inspect said equipment and the LMR Site at any time during and after installation upon not less than twenty-four (24) hours prior written notice to the LA-RICS AUTHORITY (except in cases of emergency pursuant to Section 14 hereof (Emergency Access)) and, at LA-RICS AUTHORITY's option, LA-RICS AUTHORITY may choose to have a representative to accompany FIRE DISTRICT during any such inspection of or access to a LMR Site. The LA-RICS AUTHORITY shall

not commence installation of equipment or alteration of a LMR Site, or any portion thereof, until the FIRE DISTRICT has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Agreement, including without limitation Sections 3 and 8 hereof. FIRE DISTRICT'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 FIRE DISTRICT and all other relevant parties immediately upon discovery of such omissions and/or errors. The LA-RICS AUTHORITY shall not cause or permit any change of any equipment installed by the LA-RICS AUTHORITY on a LMR Site including power outputs or changes in the use of frequencies described in Exhibit B hereto (Equipment List), but not including "like-kind" replacements, except after FIRE DISTRICT has been provided an opportunity to review and approve, such plans and specifications.

7. INSTALLATION

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

7.02 LA-RICS AUTHORITY agrees FIRE DISTRICT 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 FIRE DISTRICT shall be required to comply with all applicable noninterference rules of the FCC.

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

7.04 LA-RICS AUTHORITY accepts the LMR Site in an "as is" condition as of the date of full execution of this Agreement. LA-RICS AUTHORITY shall have the right

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

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

8. ALTERATIONS

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

9. **MAINTENANCE**

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

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

10. **CONSTRUCTION STANDARDS**

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

LA-RICS AUTHORITY shall remove any debris to the extent resulting from maintenance, operation and construction on the LMR Site by LA-RICS AUTHORITY, its agents or contractors (including without limitation the LMR Vendor). In the event that LA-RICS AUTHORITY fails to remove such debris from the LMR Site, FIRE DISTRICT 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, FIRE DISTRICT shall cause such debris to be removed and invoice LA-RICS AUTHORITY for the cost of said removal.

11. **OTHER OPERATIONAL RESPONSIBILITIES**

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

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

(b) At all times hold a valid FCC license for the Permitted Activities and comply with all applicable City and County ordinances and all State and Federal laws,

and, in the course thereof, obtain and keep in effect all required permits and licenses required to engage in the Permitted Activities on the LMR Site.

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

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

12. **RELOCATION**

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

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

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

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

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

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

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

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

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

13. ACCESS TO LMR SITE

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

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

14. **EMERGENCY ACCESS BY FIRE DISTRICT**

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

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

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

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

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

that FIRE DISTRICT and/or any other occupants of the Real Property who currently have or in the future take possession of the Real Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference with the existing equipment of LA-RICS AUTHORITY.

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

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

16. UTILITIES

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

17. HOLD HARMLESS AND INDEMNIFICATION

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

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

FIRE DISTRICT 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 FIRE DISTRICT and/or its agents, elected and appointed officers, employees, and contractors in connection with the performance of FIRE DISTRICT's obligations hereunder.

18. **INSURANCE**

18.01 Without limiting LA-RICS AUTHORITY's obligations to FIRE DISTRICT, 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 FIRE DISTRICT's Risk Manager, and evidence of such programs satisfactory to FIRE DISTRICT's Risk Manager, shall be delivered to the CEO, Real Estate Division, on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that FIRE DISTRICT 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 FIRE DISTRICT as an additional insured (except for the Workers' Compensation Insurance). LA-RICS AUTHORITY may self-insure the insurance required under this Agreement, but LA-RICS AUTHORITY will require its contractors and subcontractors to provide commercial insurance as required in the Section, and any additional insurance required by LA-RICS AUTHORITY of its contractor/subcontractor, shall name the FIRE DISTRICT as an additional insured.

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

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

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

Per occurrence \$1 million

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

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

Each Accident: \$1 million

Disease - policy limit: \$1 million

Disease - each employee: \$1 million

(c) **Commercial Property Insurance.** Such coverage shall:

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

(d) **Construction Insurance.** If major construction work is performed by LA-RICS AUTHORITY during the term of this Lease (i.e. demolition of structures, construction of new structures, renovation or retrofit involving structures frame, foundation or supports, or more than 50% of building, etc.) then LA-RICS AUTHORITY or LA-RICS AUTHORITY's contractor shall provide the following insurance. FIRE DISTRICT 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 FIRE DISTRICT furnished materials and equipment, against loss or damage until completion and acceptance by the LA-RICS AUTHORITY and FIRE DISTRICT if required.

- **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, naming FIRE DISTRICT 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 FIRE DISTRICT 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 FIRE DISTRICT 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 FIRE DISTRICT as the Alternate Employer, and the endorsement form shall be modified to provide that FIRE DISTRICT will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

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

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

18.04 Notification of Incidents. LA-RICS AUTHORITY shall report to FIRE DISTRICT 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 FIRE DISTRICT. Such report shall be made in writing within seventy-two (72) hours of LA-RICS AUTHORITY's knowledge of such occurrence.

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

19. **FAILURE TO PROCURE INSURANCE**

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

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

20. **TAXES**

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

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

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

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

21. **NOTICES**

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

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

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

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

County of Los Angeles Consolidated Fire Protection District
c/o Chief Executive Office – Real Estate Division
222 South Hill Street 3rd Floor
Attn: Director of Real Estate

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

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

22. LA-RICS FACILITY REMOVAL

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

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

23. INDEPENDENT STATUS

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

24. AMENDMENT

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

25. ASSIGNMENT

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

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

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

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

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

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

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

26. **SUBORDINATION AND NON-DISTURBANCE**

FIRE DISTRICT 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 FIRE DISTRICT'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 FIRE DISTRICT 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, FIRE DISTRICT shall obtain for LA-RICS AUTHORITY's benefit a non-disturbance and attornment agreement in a form reasonably satisfactory to LA-RICS AUTHORITY and containing at a minimum the terms set forth herein below ("Non-Disturbance Agreement"), and shall recognize LA-RICS AUTHORITY's right to remain in occupancy of and have access to the LMR Site as long as LA-RICS AUTHORITY is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchase of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Real Property, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, (b) fulfill FIRE DISTRICT's obligations under this Agreement, and (c) promptly cure all of the then-existing FIRE DISTRICT 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 FIRE DISTRICT of the Real Property, and (iii) agrees to accept a cure by Lender of any of FIRE DISTRICT's defaults, provided such cure is completed within the deadline applicable to FIRE DISTRICT.

27. **CONDEMNATION**

In the event of any condemnation of the Real Property (or any portion thereof), LA-RICS AUTHORITY may terminate this Agreement upon written notice to FIRE DISTRICT if such condemnation may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at the LMR Site for more than forty-five (45) days. LA-RICS AUTHORITY may on its own behalf make a claim in any condemnation proceeding involving the LMR Site for losses related to the equipment comprising the applicable LA-RICS Facility, its relocation costs and its damages and losses (but not for the loss of its interest, if any, under this Agreement). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and FIRE DISTRICT 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, FIRE DISTRICT shall provide written notice thereof to LA-RICS AUTHORITY. LA-RICS AUTHORITY shall have sixty (60) days from the date of said notice in which to cure the default, provided that LA-RICS AUTHORITY shall have such extended period beyond sixty (60) days as may be required if the nature of the cure is such that it reasonably requires more than sixty (60) days and LA-RICS AUTHORITY has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. FIRE DISTRICT 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, FIRE DISTRICT may: (a) cure the default and invoice LA-RICS AUTHORITY for all costs reasonably incurred in effecting such cure, or (b) terminate this Agreement upon written notice to LA-RICS AUTHORITY, take possession of the LMR Site and remove all LA-RICS AUTHORITY's improvements located thereon. In the event of a default hereunder by FIRE DISTRICT, LA-RICS AUTHORITY shall provide written notice thereof to FIRE DISTRICT. FIRE DISTRICT shall have sixty (60) days from the date of said notice in which to cure the default, provided that FIRE DISTRICT 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 FIRE DISTRICT 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 FIRE DISTRICT unless and until FIRE DISTRICT has failed to cure a default within the time periods set forth in this section. In the event that FIRE DISTRICT 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 FIRE DISTRICT for all costs reasonably incurred by LA-RICS AUTHORITY in effecting such cure, or (b) terminate this Agreement upon written notice to FIRE DISTRICT.

29. **WAIVER**

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

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

30. **HAZARDOUS MATERIALS**

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

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

31. **DAMAGE OR DESTRUCTION**

Either party shall have the right to terminate this Agreement with respect to all or any portion of the LMR Site in the event of one of the following: (a) the applicable Real Property or the LMR Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that repairs cannot reasonably be expected to be completed within forty-five (45) days following said damage (or FIRE DISTRICT in its sole discretion elects not to make such repair); or (b) the applicable Real Property or LMR Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that such damage may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at such LMR Site for more than forty-five (45) days. Notwithstanding the foregoing, in the event of any of the damage described in this Section, LA-RICS AUTHORITY shall have the right to elect to perform or cause to be performed any of the required repairs to the applicable Real Property or LMR Site should FIRE DISTRICT 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 FIRE DISTRICT's acts or omissions.

32. **AUTHORIZATION WARRANTY**

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

33. **INDEPENDENT CONTRACTOR STATUS**

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

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

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

35. **COMPLIANCE WITH APPLICABLE LAW**

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

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

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

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

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

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

36.04 If FIRE DISTRICT 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 FIRE DISTRICT may terminate, or suspend this Agreement.

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

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

37. **NON EXCLUSIVITY**

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

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

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

39. **PUBLIC RECORDS ACT**

39.01 Any documents submitted by LA-RICS AUTHORITY or its agents including without limitation the LMR Vendor and all information obtained in connection with the FIRE DISTRICT's right to inspect the LMR Site or any other rights provided by this Agreement shall become the exclusive property of FIRE DISTRICT. 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." FIRE DISTRICT shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

39.02 In the event FIRE DISTRICT is required to defend an action on a Public Records Act request as requested by LA-RICS AUTHORITY for any of the aforementioned documents, information, books, records, and/or contents of a proposed marked "trade secret," "confidential", or "proprietary," LA-RICS AUTHORITY agrees to refund and indemnify FIRE DISTRICT 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 FIRE DISTRICT's invoice.

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

39.04 In the event the LA_RICS AUTHORITY is required to defend an action on a Public Records Act request as requested by FIRE DISTRICT for any of the aforementioned documents, information, books, records, and/or contents FIRE DISTRICT 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 FIRE DISTRICT's receipt of LA-RICS AUTHORITY's invoice.

40. **OTHER TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

43. **BANKRUPTCY**

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

44. **SUCCESSORS AND ASSIGNS**

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

45. **SEVERABILITY**

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

46. **INTERPRETATION**

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

47. **ENTIRE AGREEMENT**

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

LOS ANGELES COUNTY-SPECIFIC PROVISIONS:

48. **LOBBYIST**

LA-RICS AUTHORITY and each Los Angeles County lobbyist or Los Angeles County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained

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

49. **ENFORCEMENT**

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

50. **SOLICITATION OF CONSIDERATION**

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

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

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

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

information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

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

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

53. RECYCLED BOND PAPER

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

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

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY

A California Joint Powers Authority

By:

Print

Name: _____

Its: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By: _____

Print

Name: _____

Its: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By: _____
Deputy

By: _____
Deputy

EXHIBIT A

SITE DESCRIPTION



Fire Station 72 Telecommunications Site
1832 S. Decker Canyon Road, Malibu, CA 90265

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code	Supervisory District
LACF072	Fire Station 72	LA County	1832 S Decker Canyon Road	Malibu	CA	90265	3

EXHIBIT B

EQUIPMENT LIST

FIRE STATION 72 TELECOMMUNICATION SITE

New 70' Monopine (1),

New Pre-Fabricated Equipment Shelter (27' x 11'-8") (1),

New LMR Indoor RF Rack (9),

New LMR Indoor DC Rack (1),

New LMR Indoor Battery Rack (2),

New LMR Indoor Future RF Rack (5),

New LMR Antenna (16),

New LMR Microwave Dish (1),

New LMR GPS Antenna (6),

EXHIBIT C

SITE PLAN

Fire Station 72 Telecommunications Site

See next page for Preliminary Site Drawings

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



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

September 13, 2018

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

Dear Directors:

APPROVE SUBLICENSES AND CONSENT TO SUBLICENSE FOR TWO LTE/LMR SITES; AND AN AMENDMENT, CONSENT, ASSIGNMENT AND ASSUMPTION OF SITE ACCESS AGREEMENTS FOR 26 LTE SITES

SUBJECT

Board approval is requested to authorize the Executive Director to execute two (2) Sublicenses and Consent to Sublicense with NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company that is a wholly-owned, indirect subsidiary of AT&T Inc. ("AT&T-NCW") and the County of Los Angeles (County) for the Los Angeles County Sheriff's Department Temple Station (LASDTEM) and Los Angeles County Sheriff's Department Palmdale Station (PLM) (hereinafter collectively, "Sublicense Agreements"). AT&T is the FirstNet vendor for FirstNet's National Public Safety Broadband Network (NPSBN). Both sites were previously Long Term Evolution (LTE) / Public Safety Broadband Network (PSBN) sites and are also currently Land Mobile Radio (LMR) sites for the Authority.

Board approval is also requested to execute an Amendment, Consent, Assignment and Assumption of Site Access Agreements (SAAs) for the transfer of twenty six (26) Long Term Evolution (LTE) Site Access Agreements (hereinafter, "Assignment Agreement") with the County of Los Angeles (County) to AT&T-NCW, as identified in Attachment 1. Following the effective date of the Assignment Agreement, the Authority will no longer have any interest in the 26 County sites, but will be a sublicensor to AT&T-NCW at LASDTEM and PLM.

RECOMMENDED ACTION

It is recommended that your Board:

AGENDA ITEM L

1. Find that the approval of the Sublicenses and Consent to Sublicenses for LASDTEM and PLM to allow AT&T-NCW to access, operate, maintain, upgrade, supplement, construct, install, and repair LTE equipment and infrastructure for the NPSBN at that those sites, is within the scope of the activities previously authorized by your Board on March 6, 2014, which your Board previously found statutorily exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System (LA-RICS) project, and further find that any work related to accessing, operating, maintaining, upgrading, supplementing, constructing, installing, and repairing LTE equipment and infrastructure for the NPSBN at that those sites that may occur as a result of this action, is categorically exempt under CEQA pursuant to CEQA Guidelines sections 15301, 15303 and 15304 for the reasons set forth in this letter and in the record of the project.
2. Find that the approval of the Amendment, Consent, Assignment and Assumption of LTE Site Access Agreements for the 26 sites identified in Attachment 1 to allow AT&T-NCW to continue to access, operate, maintain, upgrade, supplement, construct, install, and repair the LTE equipment and infrastructure for the NPSBN at those sites, is within the scope of the activities previously authorized by your Board on March 6, 2014, February 5, 2015 and July 9, 2015, which your Board previously found statutorily exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System (LA-RICS) project, and further find that any work related to accessing, operating, maintaining, upgrading, supplementing, constructing, installing, and repairing the LTE equipment and infrastructure for the NPSBN at that those sites that may occur as a result of this action, is categorically exempt under CEQA pursuant to CEQA Guidelines sections 15301, 15303 and 15304 for the reasons set forth in this letter and in the record of the project.
3. Delegate authority to the Executive Director to execute additional assignment agreements for other PSBN sites from Round 1 of the LA-RICS LTE/PSBN project with other jurisdictions and AT&T-NCW, provided they are substantially similar in form to Enclosure 3 with respect to the obligations, terms and conditions that affect and impact the Authority, and provided County Counsel reviews and approves as to form prior to execution by the Executive Director.

BACKGROUND

At its May 16, 2013, Board meeting, your Board directed staff to begin negotiations with various jurisdictions for SAAs for the use of specific sites by the Authority for Long Term Evolution (LTE) broadband communication sites.

On May 28, 2014 and dates thereafter, the Authority entered into Site Access Agreements with the County for the twenty-eight (28) County sites contemplated herein.

On September 30, 2015, the Authority completed the PSBN, constructing seventy-six (76) public safety grade PSBN sites, including the twenty-eight (28) County sites.

On March 30, 2017, FirstNet announced the award of a contract to AT&T to build and operate the FirstNet NPSBN, which utilizes a priority and preemption solution over AT&T's network. Since the date of contract award, Authority team members have been working closely with FirstNet and AT&T staff and consultants to ensure the regional deployment would be utilized as part of the National deployment with minimal disruption of services to the PSBN users and while also minimizing stranded assets.

On December 14, 2017, your Board authorized the Authority to enter into an Asset Transfer Agreement with AT&T Corp. (AT&T) to transfer and assign its 20% right, title, and interest in the initial Broadband Technologies Opportunity Program (BTOP) grant funded buildout of the LA-RICS PSBN for inclusion into the NPSBN. This Agreement required, among other things, that AT&T assume operation and maintenance of the LA-RICS PSBN for inclusion as part of the FirstNet NPSBN by no later than July 1, 2018. The Sublicense Agreements and Assignment Agreement permits AT&T-NCW, with permission from the County, to access, operate, maintain, upgrade, supplement, construct, install, and repair the LTE equipment for the NPSBN at the 28 sites.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The attached Sublicense Agreements at Enclosure 2 for LASDTEM and PLM are needed to grant access to AT&T-NCW to maintain and operate the LTE equipment at those sites. Both LASDTEM and PLM are important LMR sites for the Authority as well, and as such, the Authority is not relinquishing its interest at these two (2) sites. AT&T-NCW will be a sublicensee to the Authority.

The attached Assignment Agreement at Enclosure 3 between AT&T-NCW, the LA-RICS Authority and the County, transfers all rights and obligations of the LA-RICS Authority for the twenty-six (26) sites to AT&T-NCW as of the effective date of the agreement. Following the effective date of the agreement, the LA-RICS Authority will no longer have any interest and rights to the twenty-six (26) County sites and AT&T-NCW will operate, maintain and upgrade those sites as part of the NPSBN under the applicable terms and conditions with the County. The Authority will still be responsible for any issues that arose prior to AT&T-NCW taking over the County sites (there are none), and AT&T-NCW will be responsible for any issues that arise after AT&T takes over the sites.

FISCAL IMPACT/FINANCING

There is no Fiscal Impact.

ENVIRONMENTAL DOCUMENTATION

As the CEQA lead agency, the Authority determined on March 6, 2014, February 5, 2015 and July 9, 2015, that design, construction, implementation, operation, and maintenance of LTE System infrastructure at Sites LASDTEM and PLM, and the twenty-six (26) sites identified in Attachment 1 is exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the statutory CEQA exemption adopted specifically for the LA-RICS, which exempts these activities as long as they meet certain criteria set forth in the exemption. Approval and execution of the Sublicense Agreements and Assignment Agreements for the twenty-eight (28) sites is within the scope of the previously authorized activities, and the determination that these activities are statutorily 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 the prior Site Access Agreements and this requested action.

Additionally, any work occurring to operate, maintain, upgrade, supplement, construct, install, and repair the LTE equipment for the NPSBN at the 28 sites, as a result of this action is categorically exempt under CEQA pursuant to State CEQA Guidelines Sections 15301, 15303, and 15304 since it would potentially involve only minor alteration of existing facilities, mechanical or telecommunications equipment, and location of new small facilities as well as minor alteration in the condition of land within the public right of way and is therefore within certain classes of projects that have been determined not to have an a significant effect on the environment. There would be negligible to no expansion of use associated with this activity. Further, any 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.

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

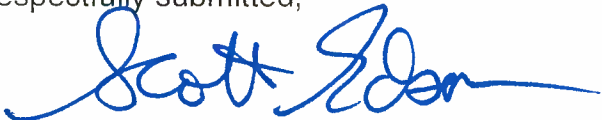
FACTS AND PROVISIONS/LEGAL REQUIREMENT

Counsel to the Authority has reviewed the Sublicense Agreements and Assignment Agreement and the associated recommended actions and approved as to form.

CONCLUSION

Approval of the recommended actions will allow the Authority to transfer the County Site Access Agreement (Agreement) for the twenty-six (26) sites to AT&T-NCW, as part of the transfer and assignment of the Authority's right, title, and interest in the LA-RICS Public Safety Broadband Network (PSBN). It will also grant AT&T-NCW access to operate and maintain the LTE equipment and infrastructure at LASDTEM and PLM.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

Attachment and Enclosures

TM:wst:pl

cc: Counsel to the Authority

Attachment 1

Item	Site ID	Facility Name	City	Zip Code	Antenna Support Structure Type
1	BMT	Bald Mountain	Gorman	93536	70' Monopole
2	CEN	Century	Lynwood	90262	70' Monopole
3	FCCF	FCCF HQ	Los Angeles	90063	Existing Ant Structure
4	LACHAR	LAC/Harbor - UCLA Medical Center	Torrance	90502	Roof Mount
5	LACOLV	LAC/Olive View – UCLA Medical Center	Sylmar	91342	Roof Mount
6	LACUSC	LAC/USC Medical Center	Los Angeles	90033	Roof Mount
7	LASDALD	Altadena	Altadena	91001	70' Monopole
8	LASDCSN	Carson	Carson	90745	70' Monopole
9	LASDIDT	Industry	Industry	91744	70' Monopole/Flagpole
10	LASDLKD	Lakewood	Lakewood	90712	70' Monopole
11	LASDLNX	Lennox (Closed)	Inglewood	90304	70' Monopole
12	LASDNCC	North County Correctional Facility	Castaic	91350	Existing Ant Structure
13	LASDNWK	Norwalk	Norwalk	90650	70' Monopole
14	LASDPRV	Pico Rivera	Pico Rivera	90660	70' Monopole/Palm
15	LASDSCV	Santa Clarity Valley	Santa Clarita	91355	70' Monopole/Flagpole
16	LASDSDM	San Dimas	San Dimas	91773	Existing Ant Structure
17	LHS	Lost Hills/Malibu	Agoura	91301	Existing Ant Structure
18	MLM	Mira Loma Detention Facility	Lancaster	93536	70' Monopole
19	ONK	Oat Mountain Nike	Unincorp. LA County	91311	70' Monopole
20	PASDNPD	Pasadena Police	Pasadena	91101	Roof Mount
21	PHN	Puente Hills	Unincorp. LA County	91748	Existing Ant Structure

22	RANCHO	LAC/Rancho Los Amigos Natl. Rehab	Downey	90242	Roof Mount
23	SLA	South LA	Los Angeles	90044	Existing Ant Structure
24	WAL	Walnut/Diamond Bar	Walnut	91789	Existing Ant Structure
25	WHD	West Hollywood	West Hollywood	90069	70' Monopole
26	LASDMVS	LASD Monte Vista (Star Center)	Whittier	90604	Cell-On-Wheel (COW)

SUBLICENSE AGREEMENT FOR LASDTEM

THIS SUBLICENSE AGREEMENT FOR LASDTEM (this "**Sublicense Agreement**") is entered into as of the _____ day of _____, 2018 between THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY, a Joint Powers Authority, hereinafter referred to as "**LA-RICS AUTHORITY**" (or "**Sublicensor**"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company that is a wholly-owned, indirect subsidiary of AT&T Inc., hereinafter referred to as "**AT&T-NCW**," (or "**Sublicensee**"). Each party may individually be referred to as a "**Party**," and collectively, the "**Parties**".

RECITALS:

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

WHEREAS, the County of Los Angeles ("**County**"), as licensor, and LA-RICS AUTHORITY, as licensee, are Parties to the LTE Site Access Agreement ("**SAA**") for the Los Angeles County Sheriff's Department Temple Station ("**LASDTEM**") entered into on August 22, 2014, identified by the County as Agreement Number COL-841, under which LA-RICS AUTHORITY has the right to use a portion of County-owned or County-controlled property for use as a Long Term Evolution ("**LTE**") broadband communication site. A complete copy of the SAA is attached to this Sublicense as **Attachment 1**;

WHEREAS, the County permitted the LA-RICS AUTHORITY to also have access to use LASDTEM as a Land Mobile Radio ("**LMR**") communication site as part of the LA-RICS LMR system ("**LA-RICS LMR System**"), and County and LA-RICS amended the SAA on March 31, 2016 to allow for such LMR use, with such amendment included as part of **Attachment 1**.

WHEREAS, on March 30, 2017, the First Responder Network Authority ("**FirstNet**"), an independent authority within the Department of Commerce's National Telecommunications and Information Administration, announced the award of a contract (the "**FirstNet NPSBN Contract**") to AT&T Corp., on behalf of itself and its subsidiaries or entities that are controlled by AT&T Corp., or by AT&T Corp.'s parent company, AT&T Inc. (hereinafter referred to collectively as "**AT&T**;" and AT&T-NCW is one of the entities composing the immediately preceding definition of AT&T) to build and operate the FirstNet National Public Safety Broadband Network ("**FirstNet NPSBN**");

WHEREAS, LA-RICS AUTHORITY and AT&T have entered into an Asset Transfer Agreement for LA-RICS AUTHORITY to transfer and assign its right, title, and interest in the initial Broadband Technology Opportunity Program ("**BTOP**") grant-funded buildout of the LA-US2008 14095085 1

RICS Public Safety Broadband Network ("**LA-RICS PSBN**") to AT&T for inclusion into the FirstNet NPSBN, with an effective date of December 15, 2017(the "**Transfer Agreement**");

WHEREAS, under the Transfer Agreement, LA-RICS AUTHORITY has agreed, among other things, to transfer to AT&T its interest, control and responsibility for the BTOP equipment collocated on LA-RICS AUTHORITY's monopole ("**LA-RICS AUTHORITY Monopole**") and infrastructure at the public-safety grade PSBN site located at the real property commonly known as LASDTEM, located at 8838 E. Las Tunas Dr., Temple City, CA 91780 (the "**Real Property**");

WHEREAS, pursuant to the terms of the Transfer Agreement, LA-RICS AUTHORITY desires to sublicense the use of a portion of the Real Property to AT&T-NCW; and

WHEREAS, AT&T-NCW is willing to accept and exercise the grant of this License for use of the site located on the Real Property in accordance with the terms and conditions prescribed herein;

WHEREAS, pursuant to Section 25 (Assignment) of the SAA, the County has concurrently entered into a Consent Agreement ("**Consent**"), under which the County and LA-RICS AUTHORITY have expanded the purpose and use sections of the SAA to permit this sublicensed use and certain other terms and conditions set forth herein and the County has consented to this Sublicense Agreement which is incorporated herein by reference and will be attached to this Sublicense Agreement as **Attachment 2** (hereinafter, the term "**SAA**" shall mean the SAA as amended by the Consent); and

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

1. **SUBLICENSED SITE**

LA-RICS AUTHORITY hereby sublicenses to AT&T-NCW and AT&T-NCW hereby accepts from LA-RICS AUTHORITY on the terms and conditions set forth herein, the use of land within a portion of the Real Property, together with all necessary space and easements for access and utilities, for the purpose of installing, constructing, connecting, modifying, using, operating, monitoring, maintaining, repairing, replacing, supplementing and upgrading a communications facility on the LA-RICS AUTHORITY Monopole and on associated ground space for currently existing LTE equipment located at LASDTEM, consisting of the parcels of land shown on Exhibit A (Site Description) of the SAA at Attachment 1 attached hereto and incorporated herein by this reference (the "**Sublicensed Site**").

AT&T-NCW acknowledges its personal inspection of the Sublicensed Site and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. AT&T-NCW accepts the Sublicensed Site in its as-is condition with no duty to investigate, and LA-RICS AUTHORITY makes no warranty, express or implied, as to the suitability of the Sublicensed Site or the Real Property for AT&T-NCW's use; its physical

condition, including the condition and stability of the soils or groundwater on or under any of the Real Property; and the presence of pollutants or contaminants therein.

AT&T-NCW, and its authorized contractors and agents may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the Sublicensed Site at AT&T-NCW's expense in accordance with all of the terms and conditions of this Sublicense Agreement.

AT&T-NCW hereby acknowledges the legal right of possession of the LA-RICS AUTHORITY or its successors in the Real Property granted pursuant to the SAA and covenants and agrees never to assail, contest, or resist said right of possession.

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

AT&T-NCW hereby acknowledges that the Real Property is occupied by the LA-RICS AUTHORITY pursuant to the SAA. Accordingly, it is understood and recognized that this Sublicense Agreement constitutes a sublease, and that this Sublicense Agreement shall be subject in all respects to the terms of, and the rights of County as licensor under the SAA, as set forth in the SAA, including but not limited to any County rights to lease or license space on a BTOP Grant funded monopoly or disguised monopoly located at the Sublicensed Site. Except as otherwise expressly provided in this Sublicense Agreement, the terms and conditions of the SAA insofar as they relate to the Real Property or the Sublicensed Site, subject to the terms set forth in this Section 1 (Sublicensed Site), are made a part of and incorporated into this Sublicense Agreement as if recited herein in full. Notwithstanding the foregoing, in the event of conflict between the terms of the SAA and the terms of this Sublicense Agreement, as between LA-RICS AUTHORITY and AT&T-NCW only, the terms of this Sublicense Agreement shall control; provided, however, in the event the observance or performance by either party hereto of the terms of this Sublicense Agreement may result in a breach of the terms of the SAA, the subject terms of this Sublicense Agreement shall be invalid and unenforceable and the corresponding terms of the SAA shall control. LA-RICS AUTHORITY represents and warrants that it is not in default under the SAA, and that LA-RICS AUTHORITY has not received any notice of default under the SAA. In the event that LA-RICS AUTHORITY contemplates voluntarily terminating the SAA or modifying the SAA in a manner materially adverse to AT&T-NCW, LA-RICS AUTHORITY shall promptly provide AT&T-NCW with written notice of such contemplated action. LA-RICS AUTHORITY shall promptly provide AT&T-NCW with written notice of any termination effected by LA-RICS AUTHORITY as provided in this Section, and in no event shall such termination be effective prior to the date that is one (1) year from the date that written notice of such termination was provided to AT&T-NCW. LA-RICS AUTHORITY shall promptly provide written notice of any event of default or termination notice LA-RICS AUTHORITY receives from the County. Notwithstanding anything to the contrary contained in this Sublicense Agreement, neither the making nor the acceptance of this Sublicense Agreement shall: (a) constitute a waiver or release by any Party of any representations, warranties, liabilities, duties or obligations imposed upon a party by the terms,

conditions and provisions of the Transfer Agreement; or (b) enlarge, extend, restrict, supersede, replace, amend, waive, limit or otherwise modify the terms, conditions and provisions of the Transfer Agreement. In the event of any dispute between the terms hereof and the Transfer Agreement, the terms of the Transfer Agreement shall control.

2. **PURPOSE AND USE**

The purpose of this Sublicense Agreement is to allow AT&T-NCW to use the Sublicensed Site for the installation, construction, connection, modification, use, operation, monitoring, maintenance, repair, replacement, supplementation and upgrade of a communications facility ("**AT&T-NCW Communications Facility**") for the transmission and reception of communications signals in a manner that is consistent with AT&T's overall strategy for providing services under the FirstNet NPSBN Contract and fulfilling its obligations to FirstNet thereunder (the "**FirstNet NPSBN Solution**"), and as otherwise provided in accordance with this Section 2 (Purpose and Use) and the terms and conditions of this Sublicense Agreement. For clarity, in order to provide the FirstNet NPSBN Solution, Licensee shall not be limited in its use of the Sublicensed Site to (a) the use of any specific technology, (b) changes in technology, (c) the use of specific bands of spectrum as long as Band Class 14 is also used at the Sublicensed Site, unless otherwise agreed to by LA-RICS AUTHORITY, or (d) to the use of any specific type of communications equipment. However, with respect to (a) through (d), and unless the LA-RICS AUTHORITY has otherwise previously approved pursuant to Section 3 (Approvals/Design Review), Section 6 (Conditions Precedent to Installation or Alterations of Equipment) and Section 8 (Alterations) (as applicable):

- (i). The technology or communications equipment must use the spectrum for the FirstNet NPSBN Solution;
- (ii). Sublicensee's communications equipment at the Sublicensed Site will not exceed, following the Effective Date of this Sublicense Agreement, the (1) footprint of the concrete pad for the eNodeB, (2) the footprint of the caisson upon which the telecommunication tower currently sits on, (3) the existing height of the telecommunications tower, or (4) the vertical and horizontal dimensions occupied by the AT&T-NCW Communications Facility as of July 1, 2018 on the LA-RICS AUTHORITY Monopole; and
- (iii). Sublicensee will obtain and maintain such permits and licenses required for the construction and operation of its communications equipment and will operate in accordance with all applicable laws and regulations.

Since the AT&T-NCW Communications Facility is collocated with the LA-RICS AUTHORITY's equipment and installations at the Sublicensed Site, no changes to the AT&T-NCW Communications Facility or the Sublicensed Site may be made by AT&T and AT&T-NCW unless the LA-RICS AUTHORITY has approved pursuant to Section 3 (Approvals/Design Review), Section 6 (Conditions Precedent to Installation or Alterations of Equipment) and Section 8 (Alterations) (as applicable).

Sublicensee (and/or its employees, agents, vendors, escorted invitees, the First Net Parties and/or other agents): (a) shall have the right to install, construct, connect, modify, use, operate, monitor, maintain, repair, replace, supplement and upgrade the AT&T-NCW Communications Facility which may consist of, but shall not be limited to, the infrastructure, shelters, equipment

and related improvements listed on Exhibit B (Equipment List) of the SAA attached at Attachment 1 hereto and incorporated herein by this reference and other related materials as may be deemed necessary by Sublicensee in accordance with and subject to the terms of this Sublicense Agreement, including without limitation Section 2 (Purpose and Use), Section 3 (Approvals/Design Review), Section 6 (Conditions Precedent to Installation or Alterations of Equipment) and Section 8 (Alterations) (as applicable), and (b) shall be allowed access over, through and across the Sublicensed Site comprising the Real Property for ingress to and egress from the Sublicensed Site 24 hours per day, 7 days per week subject to compliance with the policies and procedures for access attached hereto as Attachment 3 (Access). The Sublicensed Site shall be used for the purposes authorized by this Section 2 (Purpose and Use), and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "**Permitted Activities**"). As used herein, all references to any "vendor(s)" of Sublicensee shall be deemed to mean and refer to any number of Sublicensee's contractors, subcontractors and/or vendors, including without limitations Motorola Solutions, Inc. AT&T-NCW shall ensure that all usage of the Sublicensed Site and/or the Real Property hereunder, is in compliance with all terms and conditions of this Sublicense Agreement.

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

3. **APPROVALS/DESIGN REVIEW**

The parties acknowledge that LA-RICS AUTHORITY currently uses, and will continue to use, the Sublicensed Site as a LMR communication site as part of the LA-RICS LMR System (the "**LA-RICS LMR System**"); as such AT&T-NCW shall follow the requirements set forth herein when making changes or alterations to the AT&T-NCW Communications Facility.

4. **TERM**

The initial term ("**Initial Term**") of the Sublicense Agreement shall commence upon full execution of this Sublicense Agreement ("**Commencement Date**") and shall continue so long as AT&T and AT&T-NCW continues to utilize Band Class 14 spectrum at the Sublicensed Site, until the expiration or earlier termination of the FirstNet NPSBN Contract, at which time this Sublicense Agreement will expire, unless this Sublicense Agreement is sooner terminated (a) by AT&T-NCW or (b) by LA-RICS AUTHORITY pursuant to Section 28 (Default), or (c) the termination of the SAA.

5. **CONSIDERATION**

The consideration for the use granted herein shall be AT&T-NCW's compliance with all of the terms and conditions of this Sublicense Agreement.

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

LA-RICS AUTHORITY shall have the opportunity to review and provide input, if any, as to all project plans and specifications for AT&T-NCW's proposed installation or alterations of the equipment comprising the AT&T-NCW Communications Facility (not including "like-kind" replacements). In addition, LA-RICS AUTHORITY shall have the right to inspect said equipment and the Sublicensed Site at any time during and after installation upon not less than twenty-four (24) hours prior written notice to AT&T-NCW (except in cases of emergency pursuant to Section 14 hereof (Emergency Access)) and, at AT&T-NCW's option, AT&T-NCW may choose to have a representative to accompany LA-RICS AUTHORITY during any such inspection of or access to a Sublicensed Site. AT&T-NCW shall not commence installation of equipment or alteration of a Sublicensed Site, or any portion thereof, until the LA-RICS AUTHORITY has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Sublicense Agreement, including without limitation Sections 3 and 8 hereof. LA-RICS AUTHORITY's review and approval of the plans shall not release AT&T-NCW from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. AT&T-NCW shall be responsible for notifying LA-RICS AUTHORITY and all other relevant parties immediately upon discovery of such omissions and/or errors. AT&T-NCW shall not cause or permit any change of any equipment installed by AT&T-NCW on a Sublicensed Site including power outputs or changes in the use of frequencies described in Exhibit B hereto (Equipment List) of the SAA at Attachment 1, but not including "like-kind" replacements, except after LA-RICS AUTHORITY has been provided an opportunity to review and approve, such plans and specifications.

Notwithstanding the foregoing, LA-RICS AUTHORITY's review and approval of the use of additional frequencies/spectrum bands is limited to screening for potential interference issues and that Band Class 14 continues to be used at the Sublicensed Site, and such approval shall not be unreasonably denied.

AT&T-NCW, prior to commencement of any activity the Sublicensed Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, will comply with all applicable requirements of the California Environmental Quality Act (Pub. Resources Code § 21000 et seq., "CEQA").

7. OPERATION

AT&T-NCW shall install, operate and modify the AT&T-NCW Communications Facility at its own expense and risk as approved by LA-RICS AUTHORITY in accordance with the terms hereof, and such installation, operation and modification shall not cause radio frequency interference with equipment, transmission or reception (operated currently or in the future) by LA-RICS AUTHORITY, including for the LA-RICS LMR System. AT&T-NCW 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 AT&T-NCW Communications Facility shall be clearly identified with AT&T-NCW's address, telephone number, Federal Communications Commission ("FCC") license and frequencies in use. Such identification shall be attached to each component of the AT&T-NCW Communications Facility in plain view.

AT&T-NCW agrees that LA-RICS AUTHORITY 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 AT&T-NCW's operations already in place or a future use previously approved by the County and/or the LA-RICS AUTHORITY, as provided for pursuant to this Sublicense Agreement and subject to County approval. Any third party granted rights by the LA-RICS AUTHORITY shall be required to comply with all applicable noninterference rules of the FCC. In the event that any third party user approved by LA-RICS AUTHORITY at any portion of the Real Property causes impermissible interference with the Sublicensee's operations as provided for pursuant to this Sublicense Agreement, Sublicensee with notify LA-RICS AUTHORITY of such interference, and LA-RICS AUTHORITY will then notify and require the third-party user to resolve the interference issues.

LA-RICS AUTHORITY reserves the right, at its expense, and subject to County approval, to install on the Real Property its own communications shelter, telecommunication equipment, and appropriate tower space for telecommunications and/or microwave (collectively, the "**LA-RICS AUTHORITY Facilities**") so long as the installation of said LA-RICS AUTHORITY Facilities does not interfere with AT&T-NCW's operations already in place or a future use already approved by the County and/or the LA-RICS AUTHORITY, or AT&T-NCW's rights under this Sublicense Agreement. AT&T-NCW and LA-RICS AUTHORITY agree to make commercially reasonable efforts to resolve any radio frequency interference issues with equipment, transmission or reception caused by the installation of the LA-RICS AUTHORITY Facilities.

AT&T-NCW accepts the Sublicensed Site in an "as is" condition as of the date of full execution of this Sublicense Agreement. AT&T-NCW may, at its sole cost and expense, in accordance with and subject to the terms of this Sublicense Agreement, including without limitation Section 2 (Purpose and Use), Section 3 (Approvals/Design Review), Section 6 (Conditions Precedent to Installation or Alterations of Equipment) and Section 8 (Alterations) (as applicable), perform installations, construction, connections, modifications, monitoring, maintenance, repairs, additions to, upgrades, and replacements of its equipment as necessary and appropriate for its ongoing business, including without limitation, providing for the FirstNet NPSBN and has the right to do all work necessary to maintain the Sublicensed Site to accommodate AT&T-NCW's infrastructure, shelter, equipment, and related improvements and as required for AT&T-NCW's operations of the AT&T-NCW Communications Facility at the Sublicensed Site, including any structural upgrades required to accommodate AT&T-NCW's infrastructure, shelter, equipment and related improvements on the Sublicensed Site.

8. ALTERATIONS

Sublicensee shall make no renovations, alterations or improvements to the Sublicensed Site or the Real Property other than to install, construct, connect, modify, use, monitor, maintain, repair, replace, supplement, upgrade and operate the AT&T-NCW Communications Facility in accordance with the documentation attached hereto as Exhibits A, B, and C to the SAA at Attachment 1 and/or as permitted elsewhere herein, without providing prior written notice to LA-RICS AUTHORITY, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2 (Purpose and Use) hereof. Notwithstanding the foregoing, however, it is understood and agreed that Sublicensee shall have the right to perform any alterations or modifications and/or make repairs and replacements: (a) of

"like-kind" (equipment replacement with equipment of similar dimensions and at the same location) infrastructure, shelters, equipment, and/or related improvements without providing notice to the LA-RICS AUTHORITY; and (b) consistent with providing the FirstNet NPSBN Solution as long as it meets the requirements of Section 2 (Purpose and Use), Section 3 (Approvals/Design Review), Section 6 (Conditions Precedent to Installation or Alterations of Equipment) (as applicable); and/or (c) that may be required as a result of FCC rules or regulations, after providing notice to the LA-RICS AUTHORITY. Sublicensee agrees: (i) to submit to the LA-RICS AUTHORITY, for review and approval, all plans and specifications, working drawings, and other information reasonably required by the LA-RICS AUTHORITY covering proposed alterations by Sublicensee, (ii) to discuss with LA-RICS AUTHORITY the LA-RICS AUTHORITY'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 Sublicensee shall be performed in accordance with the plans provided to LA-RICS AUTHORITY.

9. **MAINTENANCE**

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

AT&T-NCW shall be responsible for the timely repair of all damage to the Sublicensed Site or the Real Property caused by the negligence or willful misconduct of AT&T-NCW, its employees, contractors, agents or business vendors. Should AT&T-NCW fail to promptly make such repairs after thirty (30) days written notice from LA-RICS AUTHORITY, LA-RICS AUTHORITY may have repairs made and AT&T-NCW shall pay the cost thereof upon written demand by LA-RICS AUTHORITY.

10. **CONSTRUCTION STANDARDS**

Installation and maintenance of AT&T-NCW's equipment including without limitation the AT&T-NCW Communications 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 AT&T-NCW's equipment, including but not limited to the County of Los Angeles Building Code.

AT&T-NCW shall remove any debris to the extent resulting from installation, construction, maintenance, operation and repair on the Sublicensed Site by AT&T-NCW and its authorized agents and contractors. In the event that AT&T-NCW fails to remove such debris from the Sublicensed Site, LA-RICS AUTHORITY shall provide written notice to AT&T-NCW and allow AT&T-NCW ten (10) business days after receipt of notice to remove such debris. After the expiration of such ten-business day period, LA-RICS AUTHORITY shall cause such debris to be removed and invoice AT&T-NCW for the cost of said removal.

11. **OTHER OPERATIONAL RESPONSIBILITIES**

11.01 As applicable, AT&T-NCW, and its authorized agents and contractors shall:

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

(b) At all times hold the rights to build, deploy and operate under the FirstNet NPSBN and comply with all applicable City and County ordinances and all State and Federal laws, and, in the course thereof, obtain and keep in effect all required permits and licenses required to engage in the Permitted Activities on the Sublicensed Site.

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

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

12. **RELOCATION**

12.01 LA-RICS AUTHORITY shall have the right to request relocation of the AT&T-NCW Communications Facility or any portion thereof on no more than one occasion during the term hereof to another location on the Real Property ("**Alternate Site**") subject to County approval, and provided:

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

(b) LA-RICS AUTHORITY shall pay all costs incurred by AT&T-NCW for relocation of AT&T-NCW's equipment from the Sublicensed Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the Sublicensed Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit AT&T-NCW's use of the Alternate Site;

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

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

13. ACCESS TO SUBLICENSED SITE

LA-RICS AUTHORITY hereby grants to AT&T-NCW and its employees, agents, vendors, escorted invitees, the FirstNet Parties and other agents a nonexclusive right to use, at its sole risk, during the term and option period of this Sublicense Agreement, the access which serves the Sublicensed Site ("**Access**"). AT&T-NCW, on behalf of itself and its employees, agents, vendors, escorted invitees, the First Net Parties and other agents, acknowledge and accept the present condition of the Access on an "as is" basis. AT&T-NCW shall provide LA-RICS AUTHORITY with notice of all of its representatives or agents who are authorized to access the Sublicensed Site pursuant to this Section. AT&T-NCW shall document the condition of the Access prior to the execution of this Sublicense Agreement by means of photographs to be provided at AT&T-NCW's cost.

AT&T-NCW acknowledges and agrees that occasions may arise requiring AT&T-NCW to share in the cost of cleaning up of mud-slide debris and repairing the Access to its original accessible condition (as documented pursuant to Section 13) after a storm or heavy rainfall. AT&T-NCW hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from LA-RICS AUTHORITY, and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to AT&T-NCW by LA-RICS AUTHORITY upon at least thirty (30) days' notice. Notwithstanding the foregoing, AT&T-NCW's financial burden pursuant to this Section shall not exceed five thousand dollars (\$5,000) per incident.

14. EMERGENCY ACCESS BY LA-RICS AUTHORITY

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

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

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

15.02 Interference With Public Safety Systems. In the event of any interference with County's Sheriff or Fire Department, CWIRS, Paramedic or LANet systems, or any future public safety-related systems, which is caused by AT&T-NCW's equipment or operations, AT&T-NCW shall be immediately notified by LA-RICS AUTHORITY of such interference. Following such notification, the parties will meet promptly to cooperatively discuss and reach agreement on how such interference will be resolved.

15.03 Interference With Non-Public Safety Systems. In the event AT&T-NCW's operations or equipment cause interference with non-public safety-related systems of County or any other duly authorized occupant of the Real Property, written notice of such interference shall be provided to AT&T-NCW and LA-RICS promptly meet with LA-RICS AUTHORITY to cooperatively discuss and reach agreement on how such interference will be resolved. LA-RICS AUTHORITY agrees that LA-RICS AUTHORITY 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 AT&T-NCW.

15.04 Interference During Emergency. If any measurable interference caused by AT&T-NCW's equipment with LA-RICS AUTHORITY's electronic equipment during an emergency incident occurs, AT&T-NCW will immediately power down to the extent necessary to eliminate the interference or cease operation, transmission or further use of AT&T-NCW's interfering equipment at the Sublicensed Site upon being notified by LA-RICS Authority of such interference. Following such notification, the Parties will meet promptly to cooperatively discuss and reach agreement on how such interference will be resolved.

15.05 Compliance With Law. AT&T-NCW 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. AT&T-NCW 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 Sublicensed Site. AT&T-NCW 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 AT&T-NCW's equipment alone and not in combination with others. Where AT&T-NCW's equipment, in combination with other, exceed or violates such standards, AT&T-NCW shall reasonably cooperate with LA-RICS AUTHORITY and with other relevant parties to mitigate such violations in a timely manner.

16. UTILITIES

16.01 AT&T-NCW shall, at its sole cost and expense, should one not exist and is required by the LA-RICS AUTHORITY, 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 AT&T-NCW Communications Facility on the Sublicensed Site. In the event AT&T-NCW cannot secure its own metered electrical supply, AT&T-NCW will have the right, at its own cost and expense, to sub-meter from the LA-RICS AUTHORITY. Until AT&T-NCW completes the installation of the required utility service line, or until sub-metering is completed if required under Section 16.02, AT&T-NCW will determine the estimated average monthly cost of electricity for AT&T-NCW to operate the AT&T-NCW Facility on the Sublicensed Site, which amount shall be estimated and established by AT&T-NCW and approved to by LA-RICS AUTHORITY, on the Effective Date of this Assignment based on the typical average monthly cost (based on usage per kilowatt hour) for AT&T-NCW to operate a similar communications facility in the County of Los Angeles, and AT&T-NCW shall reimburse LA-RICS AUTHORITY for AT&T-NCW's electricity usage at the Sublicensed Site on a monthly basis based on such amount, subject to reconciliation as hereinafter provided in Section 16.03.

16.02 If AT&T-NCW cannot secure its own metered electrical supply, AT&T-NCW agrees at it owns cost and expense, to install a wireless revenue grade sub-meter ("**Sub-meter**") within ninety (90) days of the Effective Date of this Sublicense Agreement, and subscribe to sub-metering monitoring and billing services from an appropriate third party vendor. The Sub-meter will be programed by AT&T to send Sub-meter readings to AT&T-NCW and LA-RICS AUTHORITY's designee at LA-RICS AUTHORITY's regular designated billing cycles, which shall be at least monthly, and AT&T-NCW shall pay within thirty (30) days the amounts designated on the bill sent by the third party vendor, which shall be sent monthly. AT&T-NCW will cause a copy of the bills to also be sent to LA-RICS AUTHORITY. AT&T-NCW shall reimburse LA-RICS AUTHORITY for such utility usage at the same rate charged to LA-RICS AUTHORITY by the utility service provider, plus any applicable fees or costs to reimburse LA-RICS AUTHORITY for costs related to administration and processing of the requirements of this section. AT&T-NCW further agrees to send bills, invoices and payments to such address and/or agent designated by LA-RICS AUTHORITY.

16.03 Within sixty (60) days of the installation of the Sub-meter, AT&T-NCW will provide to LA-RICS AUTHORITY a written reconciliation of AT&T-NCW's actual usage prior to the installation of the Sub-meter. If the billing records reflect an underpayment or overpayment by AT&T-NCW or LA-RICS AUTHORITY, the other shall promptly pay, refund or credit the amount of the underpayment or overpayment within thirty (30) days. LA-RICS AUTHORITY and AT&T-NCW shall maintain accurate and detailed records of all utility readings, expenses, invoices, payments or credits applicable to AT&T-NCW's reimbursement obligations hereunder. Within fifteen (15) days after a request from AT&T-NCW or LA-RICS AUTHORITY, either party

shall provide the other with copies of such utility readings and billing records in the form of copies of invoices, contracts and cancelled checks.

16.04 If AT&T-NCW sub-meters electricity from LA-RICS AUTHORITY, LA-RICS AUTHORITY agrees to give AT&T-NCW at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. LA-RICS AUTHORITY acknowledges that AT&T-NCW provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in AT&T-NCW's reasonable determination, LA-RICS AUTHORITY agrees to allow AT&T-NCW the right to bring in a temporary source of power for the duration of the interruption. LA-RICS AUTHORITY will not be responsible for interference with, interruption of or failure, beyond the reasonable control of LA-RICS AUTHORITY, of such services to be furnished or supplied by LA-RICS AUTHORITY. AT&T-NCW is also responsible for recalibration of the Sub-meter in accordance with manufacturer requirements and recommendations, or at least every two years, whichever is shorter, and will maintain records for LA-RICS AUTHORITY's review and audit to confirm that such recalibrations were completed.

16.05 AT&T-NCW shall also equally share with the LA-RICS AUTHORITY the cost of maintenance, repair and replacement of the LA-RICS AUTHORITY's generator and associated automatic transfer switch that provides the back-up power supply to the Sublicensed Site.

17. **HOLD HARMLESS AND INDEMNIFICATION**

AT&T-NCW agrees to indemnify, defend, save and hold harmless LA-RICS AUTHORITY, County, 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 AT&T-NCW'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 AT&T-NCW by any person pursuant to this Sublicense Agreement.

LA-RICS AUTHORITY agrees to indemnify, defend, save and hold harmless AT&T-NCW and its directors, officers, agents, 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 LA-RICS AUTHORITY and/or its agents, elected and appointed officers, employees, and contractors in connection with the performance of LA-RICS AUTHORITY's obligations hereunder.

18. **INSURANCE**

18.01 Without limiting AT&T-NCW's obligations to LA-RICS AUTHORITY and County, AT&T-NCW shall provide and maintain, at its own expense during the term of this Sublicense Agreement, the following program(s) of insurance covering its operations hereunder.

Such insurance shall be provided by insurer(s) with an A.M. Best rating of at least A-VII, , and evidence of such programs satisfactory to the LA-RICS AUTHORITY, shall be delivered to the Executive Director of the LA-RICS AUTHORITY, on or before the Effective Date of this Sublicense Agreement. Such evidence shall specifically identify this Sublicense Agreement and shall contain express conditions that LA-RICS AUTHORITY is to be given written notice at least thirty (30) days in advance of cancellation or non-renewal of any required coverage that is not replaced and shall include the LA-RICS AUTHORITY and the County as an additional insured (except for the Worker's Compensation Insurance). AT&T-NCW may self-insure the insurance required under this Sublicense Agreement. AT&T-NCW will require its contractors and subcontractors to provide commercial insurance as required in the Section, and any additional insurance required by AT&T-NCW of its contractor/subcontractor, shall name the LA-RICS AUTHORITY and the County as an additional insured.

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

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

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

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

(b) Workers Compensation. A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the labor code of the State of California, and which specifically covers all persons providing services on behalf of AT&T-NCW and all risks to such persons under the Sublicense Agreement.

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

(c) **Commercial Property Insurance.** Sublicensee may self-insure this risk. Such coverage shall:

- Provide coverage for LA-RICS AUTHORITY's and County's property, and any improvements and betterments; This coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), Ordinance or Law Coverage, flood, and Business Interruption equal to two (2) years annual rent;
- Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value whichever is less. Insurance proceeds shall be payable to the LA-RICS AUTHORITY, County and AT&T-NCW 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 Sublicense Agreement.

(d) **Construction Insurance.** If major construction work is performed by AT&T-NCW 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 AT&T-NCW or AT&T-NCW's contractor shall provide the following insurance. LA-RICS AUTHORITY and/or County shall determine the coverage limits required on a project by project basis:

- **Installation Floater Insurance.** Sublicensee is self-insured. 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 LA-RICS AUTHORITY furnished materials and equipment, against loss or damage until completion and acceptance by AT&T-NCW and the LA-RICS AUTHORITY if required.
- **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, naming LA-RICS AUTHORITY and County as an additional insured, with limits of not less than:

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

The Products/Completed Operations coverage shall continue to be maintained in the amount indicated above for at least two (2) years from the date the Project is completed and accepted by AT&T-NCW and the LA-RICS AUTHORITY 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 AT&T-NCW's or AT&T-NCW'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.** Licensee is self-insured. Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of AT&T-NCW'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 LA-RICS AUTHORITY for injury to AT&T-NCW's or AT&T-NCW's contractor employees. If AT&T-NCW's or AT&T-NCW'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 AT&T-NCW is subject. If AT&T-NCW or AT&T-NCW'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 LA-RICS AUTHORITY as the Alternate Employer, and the endorsement form shall be modified to provide that LA-RICS AUTHORITY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

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

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

18.04 Notification of Incidents. AT&T-NCW shall report to LA-RICS AUTHORITY any accident or incident relating to activities performed under this Sublicense Agreement which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against AT&T-NCW and/or LA-RICS AUTHORITY. Such report shall be made in writing within seventy-two (72) hours of AT&T-NCW's knowledge of such occurrence.

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

19. FAILURE TO PROCURE INSURANCE

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

Use of the Sublicensed Site shall not commence until AT&T-NCW has complied with the aforementioned insurance requirements, and shall be suspended during any period that AT&T-NCW fails to maintain said insurance policies in full force and effect.

20. TAXES

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

20.02 AT&T-NCW shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, LA-RICS AUTHORITY, City, or any other tax or assessment-levying body upon the Sublicensed Site arising from AT&T-NCW' use of the Sublicensed Site.

20.03 If AT&T-NCW fails to pay any lawful taxes or assessments upon the Sublicensed Site which AT&T-NCW is obligated to pay, AT&T-NCW will be in default of this Sublicense Agreement.

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

21. NOTICES

Any notice, request, demand or other communication required to be sent to a Party pursuant to this Sublicense Agreement must be sent in writing by personal delivery (including by a

nationally recognized overnight courier service), or first class certified U.S. mail, postage pre-paid and with return receipt requested sent to the Parties at their addresses indicated below. Routine exchange of information may be conducted via telephone or electronic means, including e-mail.

If to LA-RICS AUTHORITY:

Scott Edson, Executive Director
2525 Corporate Place, Second Floor
Monterey Park, California 91754
Phone:(323) 881-8281
Fax: (323) 264-0718
Email: Scott.Edson@LA-RICS.ORG

With a copy to:

Truc L. Moore, Principal Deputy County Counsel
Office of the County Counsel
350 South Figueroa St., Suite # 700
Los Angeles, CA 90071
Phone: (213) 808-8779
Fax: (213) 693-4904
Email: tlmoore@counsel.lacounty.gov

Roberto Saldana, Deputy County Counsel
Office of the County Counsel
500 West Temple Street
Los Angeles, California 90012
Phone: (213) 974-1887
Fax: (213) 613-4751
Email: rsaladana@counsel.lacounty.gov

If to the County:

County of Los Angeles
Board of Supervisors
383 Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

With a copy to:

County of Los Angeles
Chief Executive Office
Real Estate Division
Attn: Direction of Real Estate
222 S. Hill Street, 3rd Floor
Los Angeles, CA 90012

If to AT&T-NCW:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Los Angeles – LA-RICS Assignment
575 Morosgo Drive NE
Atlanta, Georgia 30324

With a copy to:

New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Los Angeles – LA-RICS Assignment
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

Any of the above parties may change its address for notice under this Sublicense by giving thirty (30) days' prior written notice to the other Parties in the manner provided in this Section 21. Any notice or communication sent under this Section 21 will be deemed to have been duly given and effective when properly sent and received or refused.

22. AT&T-NCW COMMUNICATIONS FACILITY REMOVAL

22.01 AT&T-NCW shall remove all of its AT&T-NCW Communications Facility and personal and improvements from the Sublicensed Site and the Real Property and restore the Sublicensed Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of AT&T-NCW excepted, on or before the expiration of this Sublicense Agreement, unless this Sublicense Agreement is otherwise terminated or cancelled prior to the expiration date provided herein, in which case AT&T-NCW shall remove from the Sublicensed Site and the Real Property all of its AT&T-NCW Communications Facility and personal property and improvements and restore the Sublicensed Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of AT&T-NCW excepted, within ninety (90) days of the cancellation. If weather conditions or lack of access to the Sublicensed Site render the timely removal of AT&T-NCW's property impossible,

then AT&T-NCW shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

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

23. **INDEPENDENT STATUS**

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

24. **AMENDMENT**

Any modification of any of the terms and conditions hereof shall require a written amendment signed by an authorized agent of AT&T-NCW and an authorized agent of LA-RICS AUTHORITY, and approval from the County.

25. **ASSIGNMENT**

This Sublicense Agreement may not be sold, assigned or transferred by AT&T-NCW without the approval or consent of the LA-RICS AUTHORITY and the County, which consent will be at the LA-RICS Authority and County's sole discretion. As to third parties, this Sublicense Agreement may not be sold, assigned or transferred without the written consent of the LA-RICS AUTHORITY and the County, which consent will be at the LA-RICS AUTHORITY and County's sole discretion. No change of stock ownership, partnership interest or control of AT&T-NCW shall constitute an assignment hereunder. To effect such assignment or transfer, AT&T-NCW shall first deliver to the LA-RICS AUTHORITY:

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

LA-RICS AUTHORITY shall approve or disapprove a proposed transfer, assignment or sublicense within sixty (60) days after AT&T-NCW delivers all such items to the LA-RICS AUTHORITY, and thereafter notify County of the proposed transfer, assignment or sublicense. LA-RICS AUTHORITY's failure to respond to any request pursuant to this Section shall be deemed disapproval of said request.

In the case of an assignment, the proposed instrument shall include a written assumption by the assignee of all obligations of AT&T-NCW under the Sublicense Agreement arising thereafter and assignee shall be liable to perform the full obligations of AT&T-NCW under this Sublicense 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 LA-RICS AUTHORITY.

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

LA-RICS AUTHORITY may, without the consent of AT&T-NCW, assign any and all of its rights hereunder to Los Angeles County who agrees to assume LA-RICS AUTHORITY's rights and obligations hereunder this Sublicense Agreement.

26. **SUBORDINATION AND NON-DISTURBANCE: N/A**

27. **CONDEMNATION**

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

28. **DEFAULT**

Except as otherwise provided in this Sublicense Agreement, in the event of a default hereunder by AT&T-NCW, LA-RICS AUTHORITY shall provide written notice thereof to AT&T-NCW. AT&T-NCW shall have sixty (60) days from the date of said notice in which to cure the default, provided that AT&T-NCW 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 AT&T-NCW 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 AT&T-

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

29. **WAIVER**

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

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

30. **HAZARDOUS MATERIALS**

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

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

31. **DAMAGE OR DESTRUCTION**

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

AT&T-NCW shall be solely responsible for any damage or loss to AT&T-NCW's equipment resulting from theft or vandalism or resulting from any other cause, except to the extent caused by LA-RICS AUTHORITY's acts or omissions.

32. **AUTHORIZATION WARRANTY**

The parties hereto represent and warrant that the person executing this Sublicense 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 Sublicense Agreement and that all requirements of such party have been fulfilled to provide such authority.

33. **INDEPENDENT CONTRACTOR STATUS**

This Sublicense Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between LA-RICS AUTHORITY and AT&T-NCW. AT&T-NCW shall bear the sole responsibility and liability for furnishing Worker's Compensation benefits to any person for injuries from or connected with services performed on behalf of AT&T-NCW pursuant to this Sublicense

Agreement as required by law. The foregoing indemnification does not apply to liability caused by the negligence of the LA-RICS AUTHORITY.

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

This Sublicense Agreement shall be governed by, and construed in accordance with the internal laws of the State of California. AT&T-NCW agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Sublicense 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 Sublicense Agreement, each party and anyone acting on such party's behalf pursuant to this Sublicense Agreement shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures (including without limitation the rules and regulations of the FCC, the Federal Aviation Administration ("FAA"), and OSHA, and all provisions required thereby to be included in this Sublicense Agreement are hereby incorporated herein by reference.

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

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

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

36.03 AT&T-NCW 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 Sublicense Agreement or under any project, program, or activity supported by this Sublicense Agreement.

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

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

Equal Employment Opportunity Commission that AT&T-NCW has violated Federal or State anti discrimination laws or regulations shall constitute a finding by LA-RICS AUTHORITY that AT&T-NCW has violated the anti-discrimination provisions of this Sublicense Agreement.

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

37. **NON EXCLUSIVITY**

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

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

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

39. **PUBLIC RECORDS ACT**

39.01 Any documents submitted by AT&T-NCW or its contractors or agents and all information obtained in connection with the LA-RICS AUTHORITY's right to inspect the Sublicensed Site or any other rights provided by this Sublicense Agreement shall become the exclusive property of the 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." The LA-RICS AUTHORITY shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

39.02 In the event the LA-RICS AUTHORITY is required to defend an action on a Public Records Act request as requested by AT&T-NCW for any of the aforementioned documents, information, books, records, and/or contents of a proposed marked "trade secret," "confidential", or "proprietary," AT&T-NCW 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 AT&T-NCW's receipt of LA-RICS AUTHORITY's invoice.

40. **OTHER TERMS AND CONDITIONS**

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

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

40.03 Illegal Activities. AT&T-NCW shall not knowingly permit any illegal activities to be conducted upon the Sublicensed Site.

40.04 Safety. AT&T-NCW shall immediately correct any unsafe condition on the Sublicensed Site, as well as any unsafe practices occurring thereon, to the extent such unsafe condition or practice occurs as a result of AT&T-NCW's use of the Sublicensed Site. AT&T-NCW shall cooperate fully with LA-RICS AUTHORITY in the investigation of any accidental injury or death occurring on the Sublicensed Site, including a prompt report thereof to the LA-RICS AUTHORITY. AT&T-NCW shall cooperate and comply fully with LA-RICS AUTHORITY, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all AT&T-NCW's structures and enclosures. AT&T-NCW, at its expense, may use any and all appropriate means of restricting public access to the Sublicensed Site.

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

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

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

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

42. **AT&T-NCW'S STAFF AND EMPLOYMENT PRACTICES**

AT&T-NCW shall designate one member of its staff as an Operations Manager with whom the LA-RICS AUTHORITY may deal with on a daily basis. Any person selected by AT&T-NCW

as an Operations Manager shall be fully acquainted with AT&T-NCW's operation, familiar with the terms and the conditions prescribed therefore by this Sublicense Agreement, and authorized to act in the day-to-day operation thereof.

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

43. **BANKRUPTCY**

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

44. **SUCCESSORS AND ASSIGNS**

Subject to any provision hereof restricting assignment or subletting by AT&T-NCW, this Sublicense Agreement shall bind the parties, their personal representatives, successors and assigns.

45. **SEVERABILITY**

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

46. **INTERPRETATION**

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

47. **ENTIRE AGREEMENT**

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

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

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

NEW CINGULAR WIRELESS PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

A California Joint Powers Authority

By: _____

Print Name: _____

Its: _____

By: _____

Name: Gram Meadors

Title: AVP – Sourcing Operations

Dated: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By: _____
Deputy

ATTACHMENT 1

LTE SITE ACCESS AGREEMENT

LTE SITE ACCESS AGREEMENT

THIS LTE SITE ACCESS AGREEMENT ("Agreement"), is made and entered into in duplicate original this 22nd day of August, 2014,

BY AND BETWEEN

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

AND

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

RECITALS:

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

WHEREAS, Owner owns certain real property described on Exhibit A attached hereto ("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 Long Term Evolution ("LTE") broadband communication site; and

WHEREAS, the parties hereto acknowledge that: (a) LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LMR Vendor") to design, construct, and perform services with respect to a regional interoperable LTE telecommunications system as a part of the LA-RICS; (b) the LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LTE Vendor") to design and construct a regional interoperable Broadband telecommunications system as a part of the LA-RICS; (c) the federal First Responder Network Authority may, or may not, retain one or more vendors (collectively, the "First Net Parties"), to design and construct a national interoperable LTE telecommunications system of which the LA-RICS may be a part; and (d) any of the LA-RICS Authority member agencies may assume the LA-RICS Authority's rights and obligations under this Agreement and/or may perform services with respect to this LA-RICS; and

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

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

1. **LTE SITE**

- 1.01 Owner hereby licenses to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from Owner on the terms and conditions set forth herein, the use of land within a portion of the Real Property, together with all necessary space and easements for access and utilities to install and operate an unmanned LTE communication facility, consisting of the parcels of land shown on Exhibit A attached hereto and incorporated herein by this reference (the "LTE Site").
- 1.02 The LA-RICS AUTHORITY acknowledges its personal inspection of the LTE Site and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. The LA-RICS AUTHORITY accepts the LTE Site in its as-is condition with no duty to investigate, and Owner makes no warranty, express or implied, as to the suitability of the LTE Site or the Real Property for the LA-RICS AUTHORITY's use; its physical condition, including the condition and stability of the soils or groundwater on or under any of the Real Property; and the presence of pollutants or contaminants therein.
- 1.03 LA-RICS AUTHORITY, the LTE Vendor and/or the First Net Parties may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the LTE Site at the LA-RICS AUTHORITY's expense in accordance with all of the terms and conditions of this Agreement.
- 1.04 LA-RICS AUTHORITY hereby acknowledges the title of the Owner or its successors in the Real Property and covenants and agrees never to assail, contest, or resist said title.
- 1.05 Ownership of all improvements constructed by the LA-RICS AUTHORITY upon each and every site comprising the LTE Site and all alterations, additions or betterments thereto shall remain with the LA-RICS AUTHORITY or other agencies as may be provided by any applicable LA-RICS grant requirements. The LA-RICS AUTHORITY may remove any of its own improvements to the Real Property at any time during the term of this Agreement, and Owner hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

2. **PURPOSE AND USE**

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

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

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

2.03 Nothing contained in this Agreement shall be deemed or construed in any way to limit the Owner's authority to exercise any right or power concerning the utilization of the Real Property including without limitation the LTE Site; 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. **APPROVALS/DESIGN REVIEW**

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

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

Owner and the LA-RICS AUTHORITY acknowledge that the LA-RICS AUTHORITY is a California joint powers authority whose members have specified, pursuant to Section 4.04 of its Joint Powers Agreement and Section 6509 of the California Government Code, that all common powers exercised by the LA-RICS AUTHORITY's Board of Directors shall be exercised in a manner consistent with, and subject to all the restrictions and limitations upon the exercise of such powers, as are applicable to the County of Los Angeles ("County") (i.e., the LA-RICS AUTHORITY has adopted the County's operating mode). Accordingly, Owner and the LA-RICS AUTHORITY agree that the LA-RICS AUTHORITY (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 LTE Site plan approval process, as described in this Section 3 and in Section 8.

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

4. **TERM**

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

5. **CONSIDERATION**

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

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

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 LTE Site. In addition, Owner shall have the right to inspect said equipment and the LTE Site at any time during and after installation upon not less than twenty-four (24) hours prior written notice to the LA-RICS AUTHORITY (except in cases of emergency pursuant to Section 14 hereof (Emergency Access) and, at LA-RICS AUTHORITY's option, LA-RICS AUTHORITY may choose to have a representative to accompany Owner during any such inspection of or access to a LTE Site. The LA-RICS AUTHORITY shall not commence installation of equipment or alteration of a LTE Site, or any portion thereof, 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 3 and 8 hereof. 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 LTE Site including power outputs or changes in the use of frequencies described in Exhibit B hereto (Equipment List), but not including "like-kind" replacements, except after Owner has been provided an opportunity to review and approve, such plans and specifications.

7. **INSTALLATION**

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

7.02 LA-RICS AUTHORITY agrees that 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.

- 7.03 Owner reserves the right, at its expense, to install on the Real Property, including without limitation within the LTE Site, 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 said 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.
- 7.04 LA-RICS AUTHORITY accepts the LTE Site in an "as is" condition as of the date of full execution of this Agreement. LA-RICS AUTHORITY shall have the right to finance and construct approved equipment and related improvements on the LTE Site at LA-RICS AUTHORITY's sole cost and expense, except as may be provided otherwise by other agreements. Following the construction and installation of LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements, LA-RICS AUTHORITY may thereafter, at its sole cost and expense, perform construction, maintenance, repairs, additions to, and replacements of its equipment as necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the LTE Site to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements and as required for LA-RICS AUTHORITY's operations of the LA-RICS Facility at the LTE Site, including any structural upgrades required to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements on the LTE Site.
- 7.05 Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LTE Site, LA-RICS AUTHORITY shall provide Owner with a time of completion notice and as-built drawings of the LA-RICS Facility ("As-Builts"). Such As-Builts shall include the location of any of LA-RICS AUTHORITY shelters, cabinets, grounding rings, cables, and utility lines associated with LA-RICS AUTHORITY use of the LTE Site in CAD and PDF formats. Upon receipt of the As-Builts by Owner, the As-Builts shall be deemed incorporated herein by reference as updates to Exhibit C (Site Plan). In the event that LA-RICS AUTHORITY fails to deliver the As-Builts as required by this section within ten (10) business days of receipt of written notice, Owner may cause such As-Builts to be prepared on behalf of LA-RICS AUTHORITY and Owner shall assess a fee for such As-Builts, the cost of which shall become immediately due

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

8. **ALTERATIONS**

LA-RICS AUTHORITY shall make no renovations, alterations or improvements to the LTE Site or the Real Property other than to install, maintain, replace and operate the LA-RICS Facility in accordance with the documentation attached hereto as Exhibits A, B, and C and/or as permitted elsewhere herein, without providing prior written notice to Owner, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2.02 hereof. Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS AUTHORITY shall have the right to: (a) make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements without providing notice to the Owner, and (b) perform any alterations or modifications that may be required pursuant to the Spectrum Manager Lease Agreement between LA-RICS AUTHORITY and the First Net Parties dated July 1, 2013 (the "Spectrum Lease Agreement") or that may be required as a result of FCC rules or regulations, after 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.

9. **MAINTENANCE**

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

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

10. **CONSTRUCTION STANDARDS**

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

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

11. **OTHER OPERATIONAL RESPONSIBILITIES**

11.01 As applicable, LA-RICS AUTHORITY, its LTE Vendor and the First Net Parties 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, in the course thereof, obtain and keep in effect all required permits and licenses required to engage in the Permitted Activities on the LTE Site.
- (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 herein permitted, and remove any agent, invitee or employee who fails to conduct Permitted Activities in the manner heretofore described.
- (d) Assume the risk of loss, damage or destruction to the LA-RICS Facility and any and all fixtures and personal property belonging to LA-RICS AUTHORITY that are installed or placed within the LTE Site, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the Owner, its agents, employees or contractors.

12. **RELOCATION**

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

- (a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LTE Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not materially interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment;
- (b) Owner shall pay all costs incurred by LA-RICS AUTHORITY for relocation of LA-RICS AUTHORITY's equipment from the LTE Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LTE Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY's use of the Alternate Site;
- (c) Owner shall give LA-RICS AUTHORITY at least six (6) months written notice before requiring relocation; and
- (d) LA-RICS AUTHORITY's use of the LA-RICS Facility in question will not be materially interrupted and LA-RICS AUTHORITY shall be allowed, if necessary, to place temporary equipment on the Real Property during the relocation.

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

- (a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LTE Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not materially interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment;
- (b) LA-RICS AUTHORITY shall pay all costs relating to relocation of LA-RICS AUTHORITY's equipment from the LTE Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LTE Site, including all costs incurred to

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

- (c) LA-RICS AUTHORITY shall give Owner at least 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.

13. **ACCESS TO LTE SITE**

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

13.02 LA-RICS AUTHORITY acknowledges and agrees that occasions may arise requiring the LA-RICS AUTHORITY to share in the cost of cleaning up of mud-slide debris and repairing the Access to its original accessible condition (as documented pursuant to Section 13.01) after a storm or heavy rainfall. LA-RICS AUTHORITY hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from Owner, and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to LA-RICS AUTHORITY by Owner upon at least thirty (30) days notice. Notwithstanding the foregoing, the LA-RICS AUTHORITY's financial burden pursuant to this Section shall not exceed five thousand dollars (\$5,000) per incident.

14. **EMERGENCY ACCESS BY OWNER**

The Owner and its authorized agents may access the LTE Site at any time for the purpose of performing maintenance, inspection and/or for making emergency improvements or repairs to the LTE Site or to interrupt or terminate LA-RICS

AUTHORITY's transmission(s) from the LTE Site should LA-RICS AUTHORITY be unable or unwilling to respond to Owner's request to take immediate action to correct any deficiency which threatens Owner's operation on the LTE Site, provided that Owner shall endeavor to provide a 24-hour prior notice to LA-RICS AUTHORITY and shall access the LTE Site in the presence, if possible, of an LA-RICS AUTHORITY representative, if provided by LA-RICS AUTHORITY. Notwithstanding the foregoing, Owner shall not be required to provide notice to LA-RICS AUTHORITY prior to entering the LTE Site due to an emergency; provided, however, that 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 LTE Site. LA-RICS AUTHORITY shall reimburse Owner within thirty (30) days of receipt of Owner's written request for Owner's actual costs to correct any deficiency that is corrected by Owner pursuant to this Section.

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

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

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

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

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

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

16. UTILITIES

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 LTE Site. 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 such invoice.

17. **HOLD HARMLESS AND INDEMNIFICATION**

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

18. **INSURANCE**

18.01 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 the CEO, Real Estate Division, on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that 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 the Section, and any additional insurance required by LA-RICS AUTHORITY of its contractor/subcontractor, shall name the Owner as an additional insured.

- (a) General Liability. A program of insurance which shall be primary to and not contributing with any other insurance maintained by 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:

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$2 million

Personal and Advertising Injury: \$1 million

Per occurrence \$1 million

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

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

Each Accident: \$1 million

Disease - policy limit: \$1 million

Disease - each employee: \$1 million

- (c) **Commercial Property Insurance.** Such coverage shall:

- Provide coverage for 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, flood, and Business Interruption equal to two (2) years annual rent;
- Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value whichever is less. Insurance proceeds shall be payable to the 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.

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

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

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

18.04 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.

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

19. **FAILURE TO PROCURE INSURANCE**

- 19.01 Failure on the part of LA-RICS AUTHORITY to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which Owner may immediately terminate this Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by Owner shall be repaid by LA-RICS AUTHORITY to Owner upon demand.
- 19.02 Use of the LTE Site shall not commence until LA-RICS AUTHORITY has complied with the aforementioned insurance requirements, and shall be suspended during any period that LA-RICS AUTHORITY fails to maintain said insurance policies in full force and effect.

20. **TAXES**

- 20.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the LTE Site created by this Agreement may be subject to property taxation if created. The party in whom the property interest is vested may be subject to the payment of the property taxes levied on the interest.
- 20.02 LA-RICS AUTHORITY shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, Owner, City, or any other tax or assessment-levying body upon the LTE Site arising from LA-RICS AUTHORITY' use of the LTE Site.
- 20.03 If LA-RICS AUTHORITY fails to pay any lawful taxes or assessments upon the LTE Site which LA-RICS AUTHORITY is obligated to pay, LA-RICS AUTHORITY will be in default of this Agreement.
- 20.04 Owner reserves the right to pay any such tax, assessment, fees or charges, and all monies so paid by Owner shall be repaid by LA-RICS AUTHORITY to Owner upon demand. LA-RICS AUTHORITY and Owner agree that this is a license and not a lease and no real estate interest is being conveyed herein.

21. **NOTICES**

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

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

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

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

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

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

22. **LA-RICS FACILITY REMOVAL**

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

AUTHORITY' property impossible, then LA-RICS AUTHORITY shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

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

23. **INDEPENDENT STATUS**

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

24. **AMENDMENT**

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

25. **ASSIGNMENT**

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

25.02 To effect an assignment or transfer pursuant to this Section 25, LA-RICS AUTHORITY shall first deliver to the 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 the OWNER.
- 25.03 Owner shall approve or disapprove a proposed transfer, assignment or sublicense within sixty (60) days after LA-RICS AUTHORITY delivers all such items to the Owner. Owner's failure to respond to any request pursuant to this Section shall be deemed disapproval of said request.
- 25.04 In the case of an assignment of this Agreement, the proposed instrument shall include a written assumption by the assignee of all obligations of LA-RICS AUTHORITY under the Agreement arising thereafter and assignee shall be liable to perform the full obligations of the LA-RICS AUTHORITY under this Agreement and as a condition to the completion of such transfer must cure, remedy, or correct any event of default existing at the time of such transfer in a manner satisfactory to the Owner.
- 25.05 In the case of a sublicense, the proposed instrument shall specifically include a provision that the sublicense shall comply with and be subject to all of the terms covenants, and conditions of this Agreement.
- 25.06 Owner shall have the right to lease or license the use of space on LA-RICS Authority's telecommunications pole to third party(ies), if such telecommunications pole is capable of housing such third party(ies), based on terms mutually agreeable to the LA-RICS Authority. Owner shall submit any proposed lease or license to the LA-RICS Authority for review and approval prior to entering into such lease or license. Such proposed instrument shall specifically include: (a) a provision that the lease or license shall comply with and be subject to all of the terms covenants, and conditions of this Agreement, and (b) a requirement that any third party use of LA-RICS Authority's telecommunications pole shall not interfere with LA-RICS Authority's use of the LA-RICS Facility or its operations. The parties agree that any revenues generated by such third party leases or licenses by Owner shall be retained by Owner, except for a fee in an amount calculated to compensate LA-RICS AUTHORITY for its administrative and other costs associated with approval of the lease or license.

26. **SUBORDINATION AND NON-DISTURBANCE**

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 hereinbelow ("Non-Disturbance Agreement"), and shall recognize LA-RICS AUTHORITY's right to remain in occupancy of and have access to the LTE Site as long as LA-RICS AUTHORITY is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchase of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Real Property, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, (b) fulfill Owner's obligations under this Agreement, and (c) promptly cure all of the then-existing Owner defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. 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 thereof), LA-RICS AUTHORITY may terminate this Agreement upon written notice to Owner if such condemnation may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at the LTE Site for more than forty-five (45) days. LA-RICS AUTHORITY may on its own behalf make a claim in any condemnation proceeding involving the LTE Site for losses related to the equipment comprising the applicable LA-RICS Facility, its relocation costs and its damages and losses (but not for the loss of its interest, if any, under this Agreement). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and Owner and LA-RICS AUTHORITY shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other, if any, under this Agreement.

28. **DEFAULT**

Except as otherwise provided in this Agreement, in the event of a default hereunder by LA-RICS AUTHORITY, Owner shall provide written notice thereof to LA-RICS AUTHORITY. LA-RICS AUTHORITY shall have sixty (60) days from the date of said notice in which to cure the default, provided that LA-RICS

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

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

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

30. **HAZARDOUS MATERIALS**

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

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

31. **DAMAGE OR DESTRUCTION**

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

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

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

32. **AUTHORIZATION WARRANTY**

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

33. **INDEPENDENT CONTRACTOR STATUS**

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

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

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

35. **COMPLIANCE WITH APPLICABLE LAW**

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

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

36.01 LA-RICS AUTHORITY hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race,

creed, color, sex, religion, ancestry, age, condition or physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program or activity supported by this Agreement.

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

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

36.04 If the 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.

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

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

37. **NON EXCLUSIVITY**

Nothing herein is intended or shall be construed as creating any exclusive arrangement with LA-RICS AUTHORITY. This Agreement shall not restrict the

Owner from acquiring similar, equal or like goods and/or services from other entities or sources.

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

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

39. **PUBLIC RECORDS ACT**

39.01 Any documents submitted by LA-RICS AUTHORITY or its agents including without limitation the LTE Vendor and all information obtained in connection with the Owner's right to inspect the LTE Site 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.

39.02 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 proposed 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.

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

marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 39.04 In the event the LA_RICS AUTHORITY is required to defend an action on a Public Records Act request as requested by the 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**

- 40.01 Advertising Materials and Signs. Except for warning signs required by law, LA-RICS AUTHORITY shall not post signs upon the LTE Site or improvements thereon, or distribute or cause to be distributed any advertising materials unless prior approval therefor is obtained from the Owner.
- 40.02 Habitation. The LTE Site shall not be used for human habitation.
- 40.03 Illegal Activities. LA-RICS AUTHORITY shall not knowingly permit any illegal activities to be conducted upon the LTE Site.
- 40.04 Safety. LA-RICS AUTHORITY shall immediately correct any unsafe condition on the LTE Site, as well as any unsafe practices occurring thereon, to the extent such unsafe condition or practice occurs as a result of LA-RICS AUTHORITY's use of the LTE Site. LA-RICS AUTHORITY shall cooperate fully with Owner in the investigation of any accidental injury or death occurring on the LTE Site, including a prompt report thereof to the Owner. LA-RICS AUTHORITY shall cooperate and comply fully with Owner, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all LA-RICS AUTHORITY's structures and enclosures. LA-RICS AUTHORITY, at its expense, may use any and all appropriate means of restricting public access to the LTE Site.
- 40.05 Sanitation. No offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health in violation of the law, shall be permitted or remain on the LTE Site and within a distance of fifty (50) feet thereof, and LA-RICS AUTHORITY and Owner shall prevent any accumulation thereof from occurring.
- 40.06 Security Devices. LA-RICS AUTHORITY, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the LTE Site from theft, burglary

or vandalism, provided written approval for installation thereof is first obtained from the Owner. Owner shall be responsible for securing the Real Property to the extent deemed necessary by Owner in its sole discretion.

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

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

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

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

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

43. **BANKRUPTCY**

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

44. **SUCCESSORS AND ASSIGNS**

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

45. **SEVERABILITY**

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

46. **INTERPRETATION**

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

47. **ENTIRE AGREEMENT**

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

COUNTY-SPECIFIC PROVISIONS:

48. **LOBBYIST**

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

49. **ENFORCEMENT**

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

50. **SOLICITATION OF CONSIDERATION**

50.01 It is improper for any County officer, employee or agent to solicit consideration, in any form, from a licensee with the implication, suggestion or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee

shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

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

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

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

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

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

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

or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

53. **RECYCLED BOND PAPER**

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

IN WITNESS WHEREOF, the LA-RICS AUTHORITY has executed this Agreement or caused it to be duly executed and 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

COUNTY OF LOS ANGELES

A California Joint Powers Authority

By: 
Name: Patrick J. Mallon
Its: Executive Director

By: 
William T Fujioka
Chief Executive Officer

APPROVED AS TO FORM:

RICHARD D. WEISS
Acting County Counsel

By: 
Deputy

APPROVED AS TO FORM:

RICHARD D. WEISS
Acting County Counsel

By: 
Deputy

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: 

EXHIBIT A

SITE DESCRIPTION

Site ID	Facility Name	Organization	Address Line	City	State	Zip Code
LASDTEM	Temple	LA County Sheriff's Dept	8838 E. Las Tunas Dr	Temple City	CA	91780

EXHIBIT B

EQUIPMENT LIST

LA County Sheriff's Dept - LASDTEM

- Monopole Tower
- Tower Light Kits (where required by FAA)
- Antenna Support Hardware
- LTE Antennas and line
- Microwave Dishes
- Generator & Fuel
- Automatic Transfer Switch
- Electrical H-Frame
- Equipment Pad
- RBS Radio Cabinet (at all LTE sites)
- BBS Radio Battery Cabinet (at all LTE sites)
- TMR Microwave Cabinet (at sites with microwave)
- BBS Microwave Battery Cabinet (at sites with more than 6 microwave radios)
- MPLS Site Router (at all LTE sites)
- Fiber Network Interface Device (at Fiber Sites)

EXHIBIT C
SITE PLAN

[TO BE INCORPORATED BY REFERENCE]

**AMENDMENT NUMBER ONE TO
LTE SITE ACCESS AGREEMENT**

THIS AMENDMENT NUMBER ONE (together with all exhibits, attachments, and schedules hereto, if any, "Amendment No. 1") **TO THE LTE SITE ACCESS AGREEMENT** ("Agreement") entered into on August 22, 2014, is effective as of March 31, 2016,

BY AND BETWEEN

COUNTY OF LOS ANGELES, hereinafter referred to as "Owner"

AND

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

RECITALS:

WHEREAS, Owner and the LA-RICS Authority have entered into an Agreement dated August 22, 2014 to permit the use of the Los Angeles County Sheriff's Department Temple Station as a Long Term Evolution ("Broadband" or "LTE") broadband communication site; and

WHEREAS, LA-RICS Authority now desires to also collocate, construct, install, operate and maintain Land Mobile Radio ("LMR") equipment at the Los Angeles County Sheriff's Department Temple Station ("LMR Site"); and

WHEREAS, Owner is willing to permit use of a portion of the Los Angeles County Sheriff's Department Temple Station by the LA-RICS Authority for use as both an LTE and LMR communication site (collectively "Los Angeles Regional Interoperable Communications System Site" or "LA-RICS Site"); and

WHEREAS, LA-RICS Authority is willing to accept and exercise the rights granted by the Agreement, as modified by this Amendment No. 1 for use of the LA-RICS Site in accordance with the terms and conditions prescribed herein and in the Agreement.

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

1. Capitalized Terms; Paragraph References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to

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

2. General Revisions to Agreement.

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

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

3. Revisions to Section 1.01. Section 1.01 is hereby deleted in its entirety and is replaced as follows:

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

4. Revisions to Section 2.01. Section 2.01 is hereby deleted in its entirety and is replaced as follows:

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

5. Revisions to Agreement Exhibits/Attachments. The following exhibits are revised as follows:
 - 5.01 Exhibit B (Equipment List) is hereby deleted in its entirety and replaced with the new Exhibit B (Equipment List) which is attached to this Amendment No. 1 and incorporated by this reference.
6. Except as expressly provided in this Amendment No. 1, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
7. This Amendment No. 1 may be executed in one or more original, PDF or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

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

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

A California Joint Powers Authority

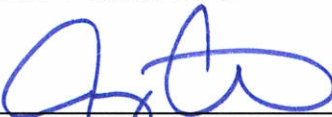
By: 

Print Name: JOHN WADELEFF


Its: INTERIM EXECUTIVE DIRECTOR

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By: 
Deputy

COUNTY OF LOS ANGELES

By: 
Name: DAVID P. HOWARD
Its: Interim Assistant CEO

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

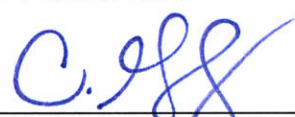
By: 
Deputy

EXHIBIT B
EQUIPMENT LIST

LOS ANGELES COUNTY SHERIFF'S STATION, TEMPLE CITY

EQUIPMENT LIST (LMR)

- LMR Antennas
- Microwave Dishes
- Antenna System hardware, LMR/ Microwave
- Transmission and coax lines
- MPLS Routers
- LMR Radio Racks
- Combiner & Multicoupler racks
- Diesel Generator and Automatic Transfer Switch (upgrade PSBN/LTE installation)
- DC Power Plant for LMR
- DC Power Plant for Microwave
- Equipment Shelter

Note: All equipment listed above shall be installed at the locations specified in the final design drawings, including all revisions approved by Owner.

EQUIPMENT LIST (COMPLETED AS PART OF PSBN/LTE)

- LTE 70' Antenna Support Structure (Monopole)
- LTE Antennas and line
- Antenna Support Hardware
- Power
 1. Generator and Automatic Transfer Switch (to be replaced with higher capacity during LMR)
 2. Electrical H-Frame
- RBS Radio Cabinet
- BBS Radio Battery Cabinet
- TMR Microwave Cabinet
- BBS Microwave Battery Cabinet
- MPLS Site Router

ATTACHMENT 2

COUNTY CONSENT TO SUBLICENSE

**CONSENT TO SUBLICENSE AGREEMENT OF
LTE SITE ACCESS AGREEMENT NO. COL-841
FOR LASDTEM**

THIS CONSENT TO SUBLICENSE AGREEMENT OF LTE SITE ACCESS AGREEMENT NO. COL-841 FOR LASDTEM (this “**Consent Agreement**”) is made as of the ____ day of _____, 2018 (“**Effective Date**”), by and among COUNTY OF LOS ANGELES, a body politic and corporate (“**Licensor**”), THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY, a Joint Powers Authority, hereinafter referred to as “**LA-RICS Authority**” (or “**Sublicensor**”), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company that is a wholly-owned, indirect subsidiary of AT&T Inc., hereinafter referred to as “**AT&T-NCW**” (or “**Sublicensee**”) (individually, a “**Party**,” and collectively, the “**Parties**”).

RECITALS:

A. Reference is hereby made to that certain LTE Site Access Agreement dated August 22, 2014 and revised per Amendment Number One to LTE Site Access Agreement dated March 31, 2016, between Licensor and Sublicensor (collectively, the “**SAA**”), whereby Licensor licensed to LA-RICS Authority and LA-RICS Authority licensed from Licensor that certain land located at 8838 E. Las Tunas Dr., Temple City, CA 91780 identified as Los Angeles County Parcel Number (APN) 5387031930 (the “**Real Property**”) and more commonly known as Los Angeles County Sheriff's Department Temple Station (“**LASDTEM**”).

B. LA-RICS Authority has requested Licensor's consent to that certain Sublicense Agreement for LASDTEM, dated _____ (the “**Sublicense Agreement**”), between Sublicensor and Sublicensee.

C. Licensor is willing to consent to the Sublicense Agreement on the terms and conditions contained herein.

AGREEMENT:

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

1. Permitted Expansion of Section 2 (Purpose and Use) of SAA.

1.1 From and after the Effective Date of this Consent Agreement, and notwithstanding anything to the contrary in the SAA, Licensor hereby licenses to Sublicensor and grants Sublicensor the right to use the Real Property as an LA-RICS Site (as defined in the SAA), and to further sublicense to AT&T-NCW and grant AT&T-NCW the right to additionally use the Real Property for the Sublicensed Site (as defined in the Sublicense Agreement) for the installation,

construction, connection, modification, use, operation, monitoring, maintenance, repair, replacement, supplementation and upgrade of a communications facility (as defined in the Sublicense Agreement, the AT&T-NCW Communications Facility) for the transmission and reception of communications signals in a manner that is consistent with AT&T's overall strategy for providing services under the FirstNet NPSBN Contract (as defined in the Sublicense Agreement), and fulfilling its obligations to FirstNet thereunder (the "**FirstNet NPSBN Solution**") as more particularly set forth in Section 2 (Purpose and Use) of the Sublicense Agreement, subject to, and in accordance with the terms and conditions of the Sublicense Agreement, including but not limited to, Sections 2 (Purpose and Use), Section 3 (Approvals/Design Review), Section 6 (Conditions Precedent to Installation or Alterations of Equipment) and Section 8 (Alterations) of the Sublicense Agreement (as applicable), this Consent Agreement and the SAA, as modified herein .

1.2 The SAA, as hereby expanded pursuant to this Section 1 (Permitted Expansion of Section 2 (Purpose and Use) of SAA), and the terms and conditions set forth therein, shall continue in full force and effect except as may be specifically modified by this Consent Agreement. In the event of any conflict between the SAA and this Consent Agreement, the terms, conditions and provisions of this Consent Agreement shall govern, and all references to the SAA hereinafter in this Agreement shall mean the SAA as modified herein.

2. Licensor's Consent. Licensor hereby consents to the sublicense of the SAA to AT&T-NCW under the terms and conditions set forth in the Sublicense Agreement. Licensor confirms that, as of the Effective Date of this Consent Agreement, the SAA is in full force and effect and no default is outstanding. The Sublicense Agreement is subject and subordinate to the SAA. Except as set forth herein, Licensor shall not be bound by any of the terms, covenants, conditions, provisions or agreements of the Sublicense Agreement.

3. Recognition of Sublicensee. If the SAA and Sublicensor's interest in and right to occupy the Real Property shall be terminated as a result of an event of default (as defined in the SAA), Sublicensee may cure any and all damages that gave rise to the event of default under the SAA as it relates to the Real Property, and if cured, Sublicensee shall attorn to and recognize Licensor as the licensor of the Real Property under the SAA for the remainder of the term of the Sublicense Agreement, and Sublicensee shall perform and observe all obligations under the SAA during the remainder of the term of the Sublicense Agreement; and Licensor shall recognize Sublicensee as the licensee of the Real Property under the SAA for the remainder of the term of the Sublicense. In the event of such attornment, Sublicensee shall have the same duties, rights, obligations and liabilities of Sublicensor under the SAA.

4. Non-Release of Sublicensee; Further Transfers. Neither the Sublicense Agreement nor this Consent Agreement will: (a) release or discharge Sublicensor from any liability, whether past, present or future, under the SAA; (b) alter the primary liability of Sublicensor to perform and comply with all of Sublicensor's obligations under the SAA (including the payment of all bills rendered by Licensor for charges incurred by Sublicensor for services and materials supplied to the Sublicensed Property); (c) be construed as a waiver of Licensor's right to consent to an amendment of the sublicense or to any further sublicense or assignment either by Sublicensor or

by the Sublicensee under the SAA or the Sublicense Agreement, or as a consent to any portion of the Sublicensed Property being used or occupied by any other party.

5. General Provisions.

5.1 Controlling Law. The terms and provisions of this Consent Agreement shall be construed in accordance with and governed by the laws of the State of California and the Parties further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

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

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

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

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

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

5.7 Counterparts. This Consent Agreement may be executed in any number of original counterparts. Any such counterpart, when executed, shall constitute an original of this Consent Agreement, and all such counterparts together shall constitute one and the same Consent Agreement.

IN WITNESS WHEREOF, the Parties have executed this Consent Agreement as of the above Effective Date.

SUBLICENSOR

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

By: _____

Print Name: _____

Its: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By: _____
Deputy

LICENSOR

COUNTY OF LOS ANGELES

By: _____

Print Name: _____

Its: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By: _____
Deputy

SUBLICENSEE

NEW CINGULAR WIRELESS PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: _____

Name: Gram Meadors

Title: AVP – Sourcing Operations

Dated: _____

ATTACHMENT 3

ACCESS

Sublicensee and its personnel entering LASDTEM, shall meet the additional access requirements set forth below:

1. Sublicensee shall provide at least 24 hours' notice to the watch commander at the LASDTEM Sheriff's facility and to LA-RICS Authority's designee for routine scheduled maintenance, and as soon as possible for emergencies, before accessing LASDTEM.
3. Sublicensee's personnel shall carry a valid government issued ID and their company ID, and present such identification to Sherriff staff at LASDTEM prior to Sublicensee's personnel entering LASDTEM. Sublicensee's personnel will submit to an on-spot criminal history and warrant check before being authorized to enter LASDTEM. If Sublicensee sends more routine/regular personnel to access LASDTEM, such personnel may be required to fill out and pass a more substantive background check in lieu of the on-spot criminal history and warrant checks.
4. Sublicensee's personnel may be required to be escorted by Sheriff staff, depending on the location of the LASDTEM area to be accessed, whether inmates are present at LASDTEM, and the logistical requirements of the Sheriff facility at the time of entry.

SUBLICENSE AGREEMENT FOR PLM

THIS SUBLICENSE AGREEMENT FOR PLM (this "**Sublicense Agreement**") is entered into as of the _____ day of _____, 2018 between THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY, a Joint Powers Authority, hereinafter referred to as "**LA-RICS AUTHORITY**" (or "**Sublicensor**"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company that is a wholly-owned, indirect subsidiary of AT&T Inc., hereinafter referred to as "**AT&T-NCW**," (or "**Sublicensee**"). Each party may individually be referred to as a "**Party**," and collectively, the "**Parties**".

RECITALS:

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

WHEREAS, the County of Los Angeles ("**County**"), as licensor, and LA-RICS AUTHORITY, as licensee, are Parties to the LTE Site Access Agreement ("**SAA**") for the Los Angeles County Sheriff's Department Palmdale Station ("**PLM**") entered into on August 22, 2014, identified by the County as Agreement Number COL-845, under which LA-RICS AUTHORITY has the right to use a portion of County-owned or County-controlled property for use as a Long Term Evolution ("**LTE**") broadband communication site. A complete copy of the SAA is attached to this Sublicense as **Attachment 1**;

WHEREAS, the County permitted the LA-RICS AUTHORITY to also have access to use LASDPLM as a Land Mobile Radio ("**LMR**") communication site as part of the LA-RICS LMR system ("**LA-RICS LMR System**"), and County and LA-RICS amended the SAA on March 31, 2016 to allow for such LMR use, with such amendment included as part of **Attachment 1**.

WHEREAS, on March 30, 2017, the First Responder Network Authority ("**FirstNet**"), an independent authority within the Department of Commerce's National Telecommunications and Information Administration, announced the award of a contract (the "**FirstNet NPSBN Contract**") to AT&T Corp., on behalf of itself and its subsidiaries or entities that are controlled by AT&T Corp., or by AT&T Corp.'s parent company, AT&T Inc. (hereinafter referred to collectively as "**AT&T**;" and AT&T-NCW is one of the entities composing the immediately preceding definition of AT&T) to build and operate the FirstNet National Public Safety Broadband Network ("**FirstNet NPSBN**");

WHEREAS, LA-RICS AUTHORITY and AT&T have entered into an Asset Transfer Agreement for LA-RICS AUTHORITY to transfer and assign its right, title, and interest in the initial Broadband Technology Opportunity Program ("**BTOP**") grant-funded buildout of the LA-

RICS Public Safety Broadband Network ("**LA-RICS PSBN**") to AT&T for inclusion into the FirstNet NPSBN, with an effective date of December 15, 2017(the "**Transfer Agreement**");

WHEREAS, under the Transfer Agreement, LA-RICS AUTHORITY has agreed, among other things, to transfer to AT&T its interest, control and responsibility for the BTOP equipment collocated on the County's existing lattice tower ("**County Tower**") and infrastructure at the public-safety grade PSBN site located at the real property commonly known as PLM, located at 750 East Avenue Q, Palmdale, CA 93550 (the "**Real Property**");

WHEREAS, pursuant to the terms of the Transfer Agreement, LA-RICS AUTHORITY desires to sublicense the use of a portion of the Real Property to AT&T-NCW; and

WHEREAS, AT&T-NCW is willing to accept and exercise the grant of this License for use of the site located on the Real Property in accordance with the terms and conditions prescribed herein;

WHEREAS, pursuant to Section 25 (Assignment) of the SAA, the County has concurrently entered into a Consent Agreement ("**Consent**"), under which the County and LA-RICS AUTHORITY have expanded the purpose and use sections of the SAA to permit this sublicensed use and certain other terms and conditions set forth herein and the County has consented to this Sublicense Agreement which is incorporated herein by reference and will be attached to this Sublicense Agreement as **Attachment 2** (hereinafter, the term "**SAA**" shall mean the SAA as amended by the Consent); and

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

1. **SUBLICENSED SITE**

LA-RICS AUTHORITY hereby sublicenses to AT&T-NCW and AT&T-NCW hereby accepts from LA-RICS AUTHORITY on the terms and conditions set forth herein, the use of land within a portion of the Real Property, together with all necessary space and easements for access and utilities, for the purpose of installing, constructing, connecting, modifying, using, operating, monitoring, maintaining, repairing, replacing, supplementing and upgrading a communications facility on the County Tower and on associated ground space for currently existing LTE equipment located at PLM, consisting of the parcels of land shown on Exhibit A (Site Description) of the SAA at Attachment 1 attached hereto and incorporated herein by this reference (the "**Sublicensed Site**").

AT&T-NCW acknowledges its personal inspection of the Sublicensed Site and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. AT&T-NCW accepts the Sublicensed Site in its as-is condition with no duty to investigate, and LA-RICS AUTHORITY makes no warranty, express or implied, as to the suitability of the Sublicensed Site or the Real Property for AT&T-NCW's use; its physical condition, including the condition and stability of the soils or groundwater on or under any of the Real Property; and the presence of pollutants or contaminants therein.

AT&T-NCW, and its authorized contractors and agents may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the Sublicensed Site at AT&T-NCW's expense in accordance with all of the terms and conditions of this Sublicense Agreement.

AT&T-NCW hereby acknowledges the legal right of possession of the LA-RICS AUTHORITY or its successors in the Real Property granted pursuant to the SAA and covenants and agrees never to assail, contest, or resist said right of possession.

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

AT&T-NCW hereby acknowledges that the Real Property is occupied by the LA-RICS AUTHORITY pursuant to the SAA. Accordingly, it is understood and recognized that this Sublicense Agreement constitutes a sublease, and that this Sublicense Agreement shall be subject in all respects to the terms of, and the rights of County as licensor under the SAA, as set forth in the SAA, including but not limited to any County rights to lease or license space on the County Tower located at the Sublicensed Site. Except as otherwise expressly provided in this Sublicense Agreement, the terms and conditions of the SAA insofar as they relate to the Real Property or the Sublicensed Site, subject to the terms set forth in this Section 1 (Sublicensed Site), are made a part of and incorporated into this Sublicense Agreement as if recited herein in full. Notwithstanding the foregoing, in the event of conflict between the terms of the SAA and the terms of this Sublicense Agreement, as between LA-RICS AUTHORITY and AT&T-NCW only, the terms of this Sublicense Agreement shall control; provided, however, in the event the observance or performance by either party hereto of the terms of this Sublicense Agreement may result in a breach of the terms of the SAA, the subject terms of this Sublicense Agreement shall be invalid and unenforceable and the corresponding terms of the SAA shall control. LA-RICS AUTHORITY represents and warrants that it is not in default under the SAA, and that LA-RICS AUTHORITY has not received any notice of default under the SAA. In the event that LA-RICS AUTHORITY contemplates voluntarily terminating the SAA or modifying the SAA in a manner materially adverse to AT&T-NCW, LA-RICS AUTHORITY shall promptly provide AT&T-NCW with written notice of such contemplated action. LA-RICS AUTHORITY shall promptly provide AT&T-NCW with written notice of any termination effected by LA-RICS AUTHORITY as provided in this Section, and in no event shall such termination be effective prior to the date that is one (1) year from the date that written notice of such termination was provided to AT&T-NCW. LA-RICS AUTHORITY shall promptly provide written notice of any event of default or termination notice LA-RICS AUTHORITY receives from the County. Notwithstanding anything to the contrary contained in this Sublicense Agreement, neither the making nor the acceptance of this Sublicense Agreement shall: (a) constitute a waiver or release by any Party of any representations, warranties, liabilities, duties or obligations imposed upon a party by the terms, conditions and provisions of the Transfer Agreement; or (b) enlarge, extend, restrict, supersede, replace, amend, waive, limit or otherwise modify the terms, conditions and provisions of the

Transfer Agreement. In the event of any dispute between the terms hereof and the Transfer Agreement, the terms of the Transfer Agreement shall control.

2. **PURPOSE AND USE**

The sole purpose of this Sublicense Agreement is to allow AT&T-NCW to use the Sublicensed Site for the installation, construction, connection, modification, use, operation, monitoring, maintenance, repair, replacement, supplementation and upgrade of a communications facility ("**AT&T-NCW Communications Facility**") for the transmission and reception of communications signals in a manner that is consistent with AT&T's overall strategy for providing services under the FirstNet NPSBN Contract and fulfilling its obligations to FirstNet thereunder (the "**FirstNet NPSBN Solution**"), and as otherwise provided in accordance with this Section 2 (Purpose and Use) and the terms and conditions of this Sublicense Agreement. For clarity, in order to provide the FirstNet NPSBN Solution, Licensee shall not be limited in its use of the Sublicensed Site to (a) the use of any specific technology, (b) changes in technology, (c) the use of specific bands of spectrum as long as Band Class 14 is also used at the Sublicensed Site, unless otherwise agreed to by LA-RICS AUTHORITY, or (d) to the use of any specific type of communications equipment. However, with respect to (a) through (d), and unless the LA-RICS AUTHORITY has otherwise previously approved pursuant to Section 3 (Approvals/Design Review), Section 6 (Conditions Precedent to Installation or Alterations of Equipment) and Section 8 (Alterations) (as applicable):

- (i). The technology or communications equipment must use the spectrum for the FirstNet NPSBN Solution;
- (ii). Sublicensee's communications equipment at the Sublicensed Site will not exceed, following the Effective Date of this Sublicense Agreement, the (1) footprint of the concrete pad for the eNodeB, (2) the footprint of the County Tower, (3) the existing height of the County Tower, or (4) the vertical and horizontal dimensions occupied by the AT&T-NCW Communications Facility as of July 1, 2018 on the County Tower; and (iii).

Sublicensee will obtain and maintain such permits and licenses required for the construction and operation of its communications equipment and will operate in accordance with all applicable laws and regulations.

Since the AT&T-NCW Communications Facility is collocated with the LA-RICS AUTHORITY's equipment and installations at the Sublicensed Site, no changes to the AT&T-NCW Communications Facility or the Sublicensed Site may be made by AT&T and AT&T-NCW unless the LA-RICS AUTHORITY has approved pursuant to Section 3 (Approvals/Design Review), Section 6 (Conditions Precedent to Installation or Alterations of Equipment) and Section 8 (Alterations) (as applicable).

Sublicensee (and/or its employees, agents, vendors, escorted invitees, the First Net Parties and/or other agents): (a) shall have the right to install, construct, connect, modify, use, operate, monitor, maintain, repair, replace, supplement and upgrade the AT&T-NCW Communications Facility which may consist of, but shall not be limited to, the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) of the SAA attached at Attachment 1 hereto and incorporated herein by this reference and other related materials as may be deemed

necessary by Sublicensee in accordance with and subject to the terms and conditions of this Sublicense Agreement, including without limitation Section 2 (Purpose and Use), Section 3 (Approvals/Design Review), Section 6 (Conditions Precedent to Installation or Alterations of Equipment) and Section 8 (Alterations) (as applicable), and (b) shall be allowed access over, through and across the Sublicensed Site comprising the Real Property for ingress to and egress from the Sublicensed Site 24 hours per day, 7 days per week subject to compliance with the policies and procedures for access attached hereto as Attachment 3 (Access). The Sublicensed Site shall be used for the purposes authorized by this Section 2 (Purpose and Use), and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "**Permitted Activities**"). As used herein, all references to any "vendor(s)" of Sublicensee shall be deemed to mean and refer to any number of Sublicensee's contractors, subcontractors and/or vendors, including without limitations Motorola Solutions, Inc. AT&T-NCW shall ensure that all usage of the Sublicensed Site and/or the Real Property hereunder, is in compliance with all terms and conditions of this Sublicense Agreement.

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

3. **APPROVALS/DESIGN REVIEW**

The parties acknowledge that LA-RICS AUTHORITY currently uses, and will continue to use, the Sublicensed Site as a LMR communication site as part of the LA-RICS LMR System (the "**LA-RICS LMR System**"); as such AT&T-NCW shall follow the requirements set forth herein when making changes or alterations to the AT&T-NCW Communications Facility.

4. **TERM**

The initial term ("**Initial Term**") of the Sublicense Agreement shall commence upon full execution of this Sublicense Agreement ("**Commencement Date**") and shall continue so long as AT&T and AT&T-NCW continues to utilize Band Class 14 spectrum at the Sublicensed Site, until the expiration or earlier termination of the FirstNet NPSBN Contract, at which time this Sublicense Agreement will expire, unless this Sublicense Agreement is sooner terminated (a) by AT&T-NCW or (b) by LA-RICS AUTHORITY pursuant to Section 28 (Default), or (c) the termination of the SAA.

5. **CONSIDERATION**

The consideration for the use granted herein shall be AT&T-NCW's compliance with all of the terms and conditions of this Sublicense Agreement.

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

LA-RICS AUTHORITY shall have the opportunity to review and provide input, if any, as to all project plans and specifications for AT&T-NCW's proposed installation or alterations of the

equipment comprising the AT&T-NCW Communications Facility (not including "like-kind" replacements). In addition, LA-RICS AUTHORITY shall have the right to inspect said equipment and the Sublicensed Site at any time during and after installation upon not less than twenty-four (24) hours prior written notice to AT&T-NCW (except in cases of emergency pursuant to Section 14 hereof (Emergency Access)) and, at AT&T-NCW's option, AT&T-NCW may choose to have a representative to accompany LA-RICS AUTHORITY during any such inspection of or access to a Sublicensed Site. AT&T-NCW shall not commence installation of equipment or alteration of a Sublicensed Site, or any portion thereof, until the LA-RICS AUTHORITY has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Sublicense Agreement, including without limitation Sections 3 and 8 hereof. LA-RICS AUTHORITY's review and approval of the plans shall not release AT&T-NCW from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. AT&T-NCW shall be responsible for notifying LA-RICS AUTHORITY and all other relevant parties immediately upon discovery of such omissions and/or errors. AT&T-NCW shall not cause or permit any change of any equipment installed by AT&T-NCW on a Sublicensed Site including power outputs or changes in the use of frequencies described in Exhibit B hereto (Equipment List) of the SAA at Attachment 1, but not including "like-kind" replacements, except after LA-RICS AUTHORITY has been provided an opportunity to review and approve, such plans and specifications.

Notwithstanding the foregoing, LA-RICS AUTHORITY's review and approval of the use of additional frequencies/spectrum bands is limited to screening for potential interference issues and that Band Class 14 continues to be used at the Sublicensed Site, and such approval shall not be unreasonably denied.

AT&T-NCW, prior to commencement of any activity the Sublicensed Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, will comply with all applicable requirements of the California Environmental Quality Act (Pub. Resources Code § 21000 et seq., "CEQA").

7. OPERATION

AT&T-NCW shall install, operate and modify the AT&T-NCW Communications Facility at its own expense and risk as approved by LA-RICS AUTHORITY in accordance with the terms hereof, and such installation, operation and modification shall not cause radio frequency interference with equipment, transmission or reception (operated currently or in the future) by LA-RICS AUTHORITY, including for the LA-RICS LMR System. AT&T-NCW 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 AT&T-NCW Communications Facility shall be clearly identified with AT&T-NCW's address, telephone number, Federal Communications Commission ("FCC") license and frequencies in use. Such identification shall be attached to each component of the AT&T-NCW Communications Facility in plain view.

AT&T-NCW agrees that LA-RICS AUTHORITY 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 AT&T-NCW's operations already

in place or a future use previously approved by the County and/or the LA-RICS AUTHORITY, as provided for pursuant to this Sublicense Agreement and subject to County approval. Any third party granted rights by the LA-RICS AUTHORITY shall be required to comply with all applicable noninterference rules of the FCC. In the event that any third party user approved by LA-RICS AUTHORITY at any portion of the Real Property causes impermissible interference with the Sublicensee's operations as provided for pursuant to this Sublicense Agreement, Sublicensee with notify LA-RICS AUTHORITY of such interference, and LA-RICS AUTHORITY will then notify and require the third-party user to resolve the interference issues.

LA-RICS AUTHORITY reserves the right, at its expense, and subject to County approval, to install on the Real Property its own communications shelter, telecommunication equipment, and appropriate tower space for telecommunications and/or microwave(collectively, the "**LA-RICS AUTHORITY Facilities**") so long as the installation of said LA-RICS AUTHORITY Facilities does not interfere with AT&T-NCW's operations already in place or a future use previously approved by the County and/or the LA-RICS AUTHORITY, or AT&T-NCW's rights under this Sublicense Agreement. AT&T-NCW and LA-RICS AUTHORITY agree to make commercially reasonable efforts to resolve any radio frequency interference issues with equipment, transmission or reception caused by the installation of the LA-RICS AUTHORITY Facilities.

AT&T-NCW accepts the Sublicensed Site in an "as is" condition as of the date of full execution of this Sublicense Agreement. AT&T-NCW may, at its sole cost and expense, in accordance with and subject to the terms of this Sublicense Agreement, including without limitation Section 2 (Purpose and Use), Section 3 (Approvals/Design Review), Section 6 (Conditions Precedent to Installation or Alterations of Equipment) and Section 8 (Alterations) (as applicable), perform installations, construction, connections, modifications, monitoring, maintenance, repairs, additions to, upgrades, and replacements of its equipment as necessary and appropriate for its ongoing business, including without limitation, providing for the FirstNet NPSBN and has the right to do all work necessary to maintain the Sublicensed Site to accommodate AT&T-NCW's infrastructure, shelter, equipment, and related improvements and as required for AT&T-NCW's operations of the AT&T-NCW Communications Facility at the Sublicensed Site, including any structural upgrades required to accommodate AT&T-NCW's infrastructure, shelter, equipment and related improvements on the Sublicensed Site.

8. ALTERATIONS

Sublicensee shall make no renovations, alterations or improvements to the Sublicensed Site or the Real Property other than to install, construct, connect, modify, use, monitor, maintain, repair, replace, supplement, upgrade and operate the AT&T-NCW Communications Facility in accordance with the documentation attached hereto as Exhibits A, B, and C to the SAA at Attachment 1 and/or as permitted elsewhere herein, without providing prior written notice to LA-RICS AUTHORITY, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2 (Purpose and Use) hereof. Notwithstanding the foregoing, however, it is understood and agreed that Sublicensee shall have the right to perform any alterations or modifications and/or make repairs and replacements: (a) of "like-kind" (equipment replacement with equipment of similar dimensions and at the same location) infrastructure, shelters, equipment, and/or related improvements without providing notice to the LA-RICS AUTHORITY; and (b) consistent with providing the FirstNet NPSBN

Solution as long as it meets the requirements of Section 2 (Purpose and Use), Section 3 (Approvals/Design Review), Section 6 (Conditions Precedent to Installation or Alterations of Equipment) (as applicable); and/or (c) and/or that may be required as a result of FCC rules or regulations, after providing notice to the LA-RICS AUTHORITY. Sublicensee agrees: (i) to submit to the LA-RICS AUTHORITY, for review and approval, all plans and specifications, working drawings, and other information reasonably required by the LA-RICS AUTHORITY covering proposed alterations by Sublicensee, (ii) to discuss with LA-RICS AUTHORITY the LA-RICS AUTHORITY'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 Sublicensee shall be performed in accordance with the plans provided to LA-RICS AUTHORITY.

9. **MAINTENANCE**

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

AT&T-NCW shall be responsible for the timely repair of all damage to the Sublicensed Site or the Real Property caused by the negligence or willful misconduct of AT&T-NCW, its employees, contractors, agents or business vendors. Should AT&T-NCW fail to promptly make such repairs after thirty (30) days written notice from LA-RICS AUTHORITY, LA-RICS AUTHORITY may have repairs made and AT&T-NCW shall pay the cost thereof upon written demand by LA-RICS AUTHORITY.

10. **CONSTRUCTION STANDARDS**

Installation and maintenance of AT&T-NCW's equipment including without limitation the AT&T-NCW Communications 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 AT&T-NCW's equipment, including but not limited to the County of Los Angeles Building Code.

AT&T-NCW shall remove any debris to the extent resulting from installation, construction, maintenance, operation and repair on the Sublicensed Site by AT&T-NCW and its authorized agents and contractors. In the event that AT&T-NCW fails to remove such debris from the Sublicensed Site, LA-RICS AUTHORITY shall provide written notice to AT&T-NCW and allow AT&T-NCW ten (10) business days after receipt of notice to remove such debris. After the expiration of such ten-business day period, LA-RICS AUTHORITY shall cause such debris to be removed and invoice AT&T-NCW for the cost of said removal.

11. **OTHER OPERATIONAL RESPONSIBILITIES**

11.01 As applicable, AT&T-NCW, and its authorized agents and contractors shall:

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

(b) At all times hold the rights to build, deploy and operate under the FirstNet NPSBN and comply with all applicable City and County ordinances and all State and Federal laws, and, in the course thereof, obtain and keep in effect all required permits and licenses required to engage in the Permitted Activities on the Sublicensed Site.

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

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

12. **RELOCATION**

12.01 LA-RICS AUTHORITY shall have the right to request relocation of the AT&T-NCW Communications Facility or any portion thereof on no more than one occasion during the term hereof to another location on the Real Property ("**Alternate Site**") subject to County approval, and provided:

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

(b) LA-RICS AUTHORITY shall pay all costs incurred by AT&T-NCW for relocation of AT&T-NCW's equipment from the Sublicensed Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the Sublicensed Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit AT&T-NCW's use of the Alternate Site;

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

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

13. ACCESS TO SUBLICENSED SITE

LA-RICS AUTHORITY hereby grants to AT&T-NCW and its employees, agents, vendors, escorted invitees, the FirstNet Parties and other agents a nonexclusive right to use, at its sole risk, during the term and option period of this Sublicense Agreement, the access which serves the Sublicensed Site ("**Access**"). AT&T-NCW, on behalf of itself and its employees, agents, vendors, escorted invitees, the First Net Parties and other agents, acknowledge and accept the present condition of the Access on an "as is" basis. AT&T-NCW shall provide LA-RICS AUTHORITY with notice of all of its representatives or agents who are authorized to access the Sublicensed Site pursuant to this Section. AT&T-NCW shall document the condition of the Access prior to the execution of this Sublicense Agreement by means of photographs to be provided at AT&T-NCW's cost.

AT&T-NCW acknowledges and agrees that occasions may arise requiring AT&T-NCW to share in the cost of cleaning up of mud-slide debris and repairing the Access to its original accessible condition (as documented pursuant to Section 13) after a storm or heavy rainfall. AT&T-NCW hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from LA-RICS AUTHORITY, and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to AT&T-NCW by LA-RICS AUTHORITY upon at least thirty (30) days' notice. Notwithstanding the foregoing, AT&T-NCW's financial burden pursuant to this Section shall not exceed five thousand dollars (\$5,000) per incident.

14. EMERGENCY ACCESS BY LA-RICS AUTHORITY

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

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

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

15.02 Interference With Public Safety Systems. In the event of any interference with County's Sheriff or Fire Department, CWIRS, Paramedic or LANet systems, or any future public safety-related systems, which is caused by AT&T-NCW's equipment or operations, AT&T-NCW shall be immediately notified by LA-RICS AUTHORITY of such interference. Following such notification, the parties will meet promptly to cooperatively discuss and reach agreement on how such interference will be resolved.

15.03 Interference With Non-Public Safety Systems. In the event AT&T-NCW's operations or equipment cause interference with non-public safety-related systems of County or any other duly authorized occupant of the Real Property, written notice of such interference shall be provided to AT&T-NCW and LA-RICS promptly meet with LA-RICS AUTHORITY to cooperatively discuss and reach agreement on how such interference will be resolved. LA-RICS AUTHORITY agrees that LA-RICS AUTHORITY 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 AT&T-NCW.

15.04 Interference During Emergency. If any measurable interference caused by AT&T-NCW's equipment with LA-RICS AUTHORITY's electronic equipment during an emergency incident occurs, AT&T-NCW will immediately power down to the extent necessary to eliminate the interference or cease operation, transmission or further use of AT&T-NCW's interfering equipment at the Sublicensed Site upon being notified by LA-RICS Authority of such interference. Following such notification, the Parties will meet promptly to cooperatively discuss and reach agreement on how such interference will be resolved.

15.05 Compliance With Law. AT&T-NCW 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. AT&T-NCW 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 Sublicensed Site. AT&T-NCW 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 AT&T-NCW's equipment alone and not in combination with others. Where AT&T-NCW's equipment, in combination with other, exceed or violates such standards, AT&T-NCW shall reasonably cooperate with LA-RICS AUTHORITY and with other relevant parties to mitigate such violations in a timely manner.

16. **UTILITIES**

16.01 AT&T-NCW shall, at its sole cost and expense, maintain the current utility service line required for the conduct of the Permitted Activities, and shall be responsible for the payment of all utilities necessary for the operation of the AT&T-NCW Communications Facility on the Sublicensed Site as of July 1, 2018.

17. **HOLD HARMLESS AND INDEMNIFICATION**

AT&T-NCW agrees to indemnify, defend, save and hold harmless LA-RICS AUTHORITY, County, 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 AT&T-NCW'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 AT&T-NCW by any person pursuant to this Sublicense Agreement.

LA-RICS AUTHORITY agrees to indemnify, defend, save and hold harmless AT&T-NCW and its directors, officers, agents, 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 LA-RICS AUTHORITY and/or its agents, elected and appointed officers, employees, and contractors in connection with the performance of LA-RICS AUTHORITY's obligations hereunder.

18. **INSURANCE**

18.01 Without limiting AT&T-NCW's obligations to LA-RICS AUTHORITY and County, AT&T-NCW shall provide and maintain, at its own expense during the term of this Sublicense Agreement, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) with an A.M. Best rating of at least A-VII, , and evidence of such programs satisfactory to the LA-RICS AUTHORITY, shall be delivered to the Executive Director of the LA-RICS AUTHORITY, on or before the Effective Date of this Sublicense Agreement. Such evidence shall specifically identify this Sublicense Agreement and shall contain express conditions that LA-RICS AUTHORITY is to be given written notice at least thirty (30) days in advance of cancellation or non-renewal of any required coverage that is not replaced and shall include the LA-RICS AUTHORITY and the County as an additional insured (except for the Worker's Compensation Insurance). AT&T-NCW may self-insure the insurance required under this Sublicense Agreement. AT&T-NCW will require its contractors and

subcontractors to provide commercial insurance as required in the Section, and any additional insurance required by AT&T-NCW of its contractor/subcontractor, shall name the LA-RICS AUTHORITY and the County as an additional insured.

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

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

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

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

(b) Workers Compensation. A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the labor code of the State of California, and which specifically covers all persons providing services on behalf of AT&T-NCW and all risks to such persons under the Sublicense Agreement.

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

(c) Commercial Property Insurance. Sublicensee may self-insure this risk. Such coverage shall:

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

- Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value whichever is less. Insurance proceeds shall be payable to the LA-RICS AUTHORITY, County and AT&T-NCW 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 Sublicense Agreement.

(d) **Construction Insurance.** If major construction work is performed by AT&T-NCW 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 AT&T-NCW or AT&T-NCW's contractor shall provide the following insurance. LA-RICS AUTHORITY and/or County shall determine the coverage limits required on a project by project basis:

- **Installation Floater Insurance.** Sublicensee is self-insured. 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 LA-RICS AUTHORITY furnished materials and equipment, against loss or damage until completion and acceptance by AT&T-NCW and the LA-RICS AUTHORITY if required.
- **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, naming LA-RICS AUTHORITY and County as an additional insured, with limits of not less than:

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

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

NCW's or AT&T-NCW'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.** Licensee is self-insured. Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of AT&T-NCW'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 LA-RICS AUTHORITY for injury to AT&T-NCW's or AT&T-NCW's contractor employees. If AT&T-NCW's or AT&T-NCW'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 AT&T-NCW is subject. If AT&T-NCW or AT&T-NCW'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 LA-RICS AUTHORITY as the Alternate Employer, and the endorsement form shall be modified to provide that LA-RICS AUTHORITY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

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

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

18.04 Notification of Incidents. AT&T-NCW shall report to LA-RICS AUTHORITY any accident or incident relating to activities performed under this Sublicense Agreement which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against AT&T-NCW and/or LA-RICS AUTHORITY. Such report shall be made in writing within seventy-two (72) hours of AT&T-NCW's knowledge of such occurrence.

18.05 Compensation for LA-RICS AUTHORITY Costs. In the event that AT&T-NCW fails to comply with any of the indemnification or insurance requirements of this Sublicense

Agreement, and such failure to comply results in any costs to LA-RICS AUTHORITY, AT&T-NCW shall pay full compensation for all reasonable costs incurred by LA-RICS AUTHORITY.

19. **FAILURE TO PROCURE INSURANCE**

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

Use of the Sublicensed Site shall not commence until AT&T-NCW has complied with the aforementioned insurance requirements, and shall be suspended during any period that AT&T-NCW fails to maintain said insurance policies in full force and effect.

20. **TAXES**

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

20.02 AT&T-NCW shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, LA-RICS AUTHORITY, City, or any other tax or assessment-levying body upon the Sublicensed Site arising from AT&T-NCW' use of the Sublicensed Site.

20.03 If AT&T-NCW fails to pay any lawful taxes or assessments upon the Sublicensed Site which AT&T-NCW is obligated to pay, AT&T-NCW will be in default of this Sublicense Agreement.

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

21. **NOTICES**

Any notice, request, demand or other communication required to be sent to a Party pursuant to this Sublicense Agreement must be sent in writing by personal delivery (including by a nationally recognized overnight courier service), or first class certified U.S. mail, postage pre-paid and with return receipt requested sent to the Parties at their addresses indicated below. Routine exchange of information may be conducted via telephone or electronic means, including e-mail.

If to LA-RICS AUTHORITY:

Scott Edson, Executive Director
2525 Corporate Place, Second Floor

Monterey Park, California 91754
Phone:(323) 881-8281
Fax: (323) 264-0718
Email: Scott .Edson@LA-RICS.ORG

With a copy to:

Truc L. Moore, Principal Deputy County Counsel
Office of the County Counsel
350 South Figueroa St., Suite # 700
Los Angeles, CA 90071
Phone: (213) 808-8779
Fax: (213) 693-4904
Email: tlmoore@counsel.lacounty.gov

Roberto Saldana, Deputy County Counsel
Office of the County Counsel
500 West Temple Street
Los Angeles, California 90012
Phone: (213) 974-1887
Fax: (213) 613-4751
Email: RSaldana@counsel.lacounty.gov

If to the County:

County of Los Angeles
Board of Supervisors
383 Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

With a copy to:

County of Los Angeles
Chief Executive Office
Real Estate Division
Attn: Direction of Real Estate
222 S. Hill Street, 3rd Floor
Los Angeles, CA 90012

If to AT&T-NCW:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Los Angeles – LA-RICS Assignment
575 Morosgo Drive NE
Atlanta, Georgia 30324

With a copy to:

New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Los Angeles – LA-RICS Assignment
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

Any of the above parties may change its address for notice under this Sublicense by giving thirty (30) days' prior written notice to the other Parties in the manner provided in this Section 21. Any notice or communication sent under this Section 21 will be deemed to have been duly given and effective when properly sent and received or refused.

22. **AT&T-NCW COMMUNICATIONS FACILITY REMOVAL**

22.01 AT&T-NCW shall remove all of its AT&T-NCW Communications Facility and personal and improvements from the Sublicensed Site and the Real Property and restore the Sublicensed Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of AT&T-NCW excepted, on or before the expiration of this Sublicense Agreement, unless this Sublicense Agreement is otherwise terminated or cancelled prior to the expiration date provided herein, in which case AT&T-NCW shall remove from the Sublicensed Site and the Real Property all of its AT&T-NCW Communications Facility and personal property and improvements and restore the Sublicensed Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of AT&T-NCW excepted, within ninety (90) days of the cancellation. If weather conditions or lack of access to the Sublicensed Site render the timely removal of AT&T-NCW's property impossible, then AT&T-NCW shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

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

23. **INDEPENDENT STATUS**

This Sublicense Agreement is by and between LA-RICS AUTHORITY and AT&T-NCW and is not intended and shall not be construed to create the relationship of agent, servant, employee,

partnership, joint venture or association as between LA-RICS AUTHORITY and AT&T-NCW. AT&T-NCW understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation with respect to services performed on behalf of AT&T-NCW pursuant to this Sublicense Agreement.

24. **AMENDMENT**

Any modification of any of the terms and conditions hereof shall require a written amendment signed by an authorized agent of AT&T-NCW and an authorized agent of LA-RICS AUTHORITY, and approval from the County.

25. **ASSIGNMENT**

This Sublicense Agreement may not be sold, assigned or transferred by AT&T-NCW without the approval or consent of the LA-RICS AUTHORITY and the County, which consent will be at the LA-RICS Authority and County's sole discretion. As to third parties, this Sublicense Agreement may not be sold, assigned or transferred without the written consent of the LA-RICS AUTHORITY and the County, which consent will be at the LA-RICS AUTHORITY and County's sole discretion. No change of stock ownership, partnership interest or control of AT&T-NCW shall constitute an assignment hereunder. To effect such assignment or transfer, AT&T-NCW shall first deliver to the LA-RICS AUTHORITY:

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

LA-RICS AUTHORITY shall approve or disapprove a proposed transfer, assignment or sublicense within sixty (60) days after AT&T-NCW delivers all such items to the LA-RICS AUTHORITY, and thereafter notify County of the proposed transfer, assignment or sublicense. LA-RICS AUTHORITY's failure to respond to any request pursuant to this Section shall be deemed disapproval of said request.

In the case of an assignment, the proposed instrument shall include a written assumption by the assignee of all obligations of AT&T-NCW under the Sublicense Agreement arising thereafter and assignee shall be liable to perform the full obligations of AT&T-NCW under this Sublicense 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 LA-RICS AUTHORITY.

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

LA-RICS AUTHORITY may, without the consent of AT&T-NCW, assign any and all of its rights hereunder to Los Angeles County who agrees to assume LA-RICS AUTHORITY's rights and obligations hereunder this Sublicense Agreement.

26. **SUBORDINATION AND NON-DISTURBANCE:** N/A

27. **CONDEMNATION**

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

28. **DEFAULT**

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

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

29. **WAIVER**

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

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

30. **HAZARDOUS MATERIALS**

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

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

31. **DAMAGE OR DESTRUCTION**

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

the elements such that such damage may reasonably be expected to disrupt AT&T-NCW's operations at such Sublicensed Site for more than forty-five (45) days. Notwithstanding the foregoing, in the event of any of the damage described in this Section, AT&T-NCW shall have the right to elect to perform or cause to be performed any of the required repairs to the applicable Real Property or Sublicensed Site should LA-RICS AUTHORITY elect not to undertake such repairs. Any notice of termination provided pursuant to this Section shall cause this Sublicense 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 Sublicense Agreement, and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Sublicense 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 Sublicense Agreement by either party, such party shall be relieved of the performance of such obligations during the time period of the event.

AT&T-NCW shall be solely responsible for any damage or loss to AT&T-NCW's equipment resulting from theft or vandalism or resulting from any other cause, except to the extent caused by LA-RICS AUTHORITY's acts or omissions.

32. **AUTHORIZATION WARRANTY**

The parties hereto represent and warrant that the person executing this Sublicense 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 Sublicense Agreement and that all requirements of such party have been fulfilled to provide such authority.

33. **INDEPENDENT CONTRACTOR STATUS**

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

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

This Sublicense Agreement shall be governed by, and construed in accordance with the internal laws of the State of California. AT&T-NCW agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Sublicense 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 Sublicense Agreement, each party and anyone acting on such party's behalf pursuant to this Sublicense Agreement shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures (including without limitation the rules and regulations of the FCC, the Federal Aviation Administration ("FAA"), and OSHA, and all provisions required thereby to be included in this Sublicense Agreement are hereby incorporated herein by reference.

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

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

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

36.03 AT&T-NCW 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 Sublicense Agreement or under any project, program, or activity supported by this Sublicense Agreement.

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

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

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

37. **NON EXCLUSIVITY**

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

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

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

39. **PUBLIC RECORDS ACT**

39.01 Any documents submitted by AT&T-NCW or its contractors or agents and all information obtained in connection with the LA-RICS AUTHORITY's right to inspect the Sublicensed Site or any other rights provided by this Sublicense Agreement shall become the exclusive property of the 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." The LA-RICS AUTHORITY shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

39.02 In the event the LA-RICS AUTHORITY is required to defend an action on a Public Records Act request as requested by AT&T-NCW for any of the aforementioned documents, information, books, records, and/or contents of a proposed marked "trade secret," "confidential", or "proprietary," AT&T-NCW 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 AT&T-NCW's receipt of LA-RICS AUTHORITY's invoice.

40. **OTHER TERMS AND CONDITIONS**

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

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

40.03 Illegal Activities. AT&T-NCW shall not knowingly permit any illegal activities to be conducted upon the Sublicensed Site.

40.04 Safety. AT&T-NCW shall immediately correct any unsafe condition on the Sublicensed Site, as well as any unsafe practices occurring thereon, to the extent such unsafe

condition or practice occurs as a result of AT&T-NCW's use of the Sublicensed Site. AT&T-NCW shall cooperate fully with LA-RICS AUTHORITY in the investigation of any accidental injury or death occurring on the Sublicensed Site, including a prompt report thereof to the LA-RICS AUTHORITY. AT&T-NCW shall cooperate and comply fully with LA-RICS AUTHORITY, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all AT&T-NCW's structures and enclosures. AT&T-NCW, at its expense, may use any and all appropriate means of restricting public access to the Sublicensed Site.

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

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

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

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

42. **AT&T-NCW'S STAFF AND EMPLOYMENT PRACTICES**

AT&T-NCW shall designate one member of its staff as an Operations Manager with whom the LA-RICS AUTHORITY may deal with on a daily basis. Any person selected by AT&T-NCW as an Operations Manager shall be fully acquainted with AT&T-NCW's operation, familiar with the terms and the conditions prescribed therefore by this Sublicense Agreement, and authorized to act in the day-to-day operation thereof.

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

43. **BANKRUPTCY**

The LA-RICS AUTHORITY and AT&T-NCW hereby expressly agree and acknowledge that it is the intention of both parties that in the event that during the term of this Sublicense Agreement AT&T-NCW shall become a debtor in any voluntary or involuntary bankruptcy

proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the Code), this Sublicense Agreement is and shall be treated as an unexpired lease of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

44. **SUCCESSORS AND ASSIGNS**

Subject to any provision hereof restricting assignment or subletting by AT&T-NCW, this Sublicense Agreement shall bind the parties, their personal representatives, successors and assigns.

45. **SEVERABILITY**

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

46. **INTERPRETATION**

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

47. **ENTIRE AGREEMENT**

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

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

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

NEW CINGULAR WIRELESS PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

A California Joint Powers Authority

By: _____

Print Name: _____

Its: _____

By: _____

Name: Gram Meadors

Title: AVP – Sourcing Operations

Dated: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By: _____
Deputy

ATTACHMENT 1

LTE SITE ACCESS AGREEMENT

LTE SITE ACCESS AGREEMENT

COL-845

THIS LTE SITE ACCESS AGREEMENT ("Agreement"), is made and entered into in duplicate original this 22nd day of August, 2014,

BY AND BETWEEN

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

AND

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

RECITALS:

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

WHEREAS, Owner owns certain real property described on Exhibit A attached hereto ("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 Long Term Evolution ("LTE") broadband communication site; and

WHEREAS, the parties hereto acknowledge that: (a) LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LMR Vendor") to design, construct, and perform services with respect to a regional interoperable LTE telecommunications system as a part of the LA-RICS; (b) the LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LTE Vendor") to design and construct a regional interoperable Broadband telecommunications system as a part of the LA-RICS; (c) the federal First Responder Network Authority may, or may not, retain one or more vendors (collectively, the "First Net Parties"), to design and construct a national interoperable LTE telecommunications system of which the LA-RICS may be a part; and (d) any of the LA-RICS Authority member agencies may assume the LA-RICS Authority's rights and obligations under this Agreement and/or may perform services with respect to this LA-RICS; and

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

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

1. **LTE SITE**

- 1.01 Owner hereby licenses to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from Owner on the terms and conditions set forth herein, the use of land within a portion of the Real Property, together with all necessary space and easements for access and utilities to install and operate an unmanned LTE communication facility, consisting of the parcels of land shown on Exhibit A attached hereto and incorporated herein by this reference (the "LTE Site").
- 1.02 The LA-RICS AUTHORITY acknowledges its personal inspection of the LTE Site and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. The LA-RICS AUTHORITY accepts the LTE Site in its as-is condition with no duty to investigate, and Owner makes no warranty, express or implied, as to the suitability of the LTE Site or the Real Property for the LA-RICS AUTHORITY's use; its physical condition, including the condition and stability of the soils or groundwater on or under any of the Real Property; and the presence of pollutants or contaminants therein.
- 1.03 LA-RICS AUTHORITY, the LTE Vendor and/or the First Net Parties may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the LTE Site at the LA-RICS AUTHORITY's expense in accordance with all of the terms and conditions of this Agreement.
- 1.04 LA-RICS AUTHORITY hereby acknowledges the title of the Owner or its successors in the Real Property and covenants and agrees never to assail, contest, or resist said title.
- 1.05 Ownership of all improvements constructed by the LA-RICS AUTHORITY upon each and every site comprising the LTE Site and all alterations, additions or betterments thereto shall remain with the LA-RICS AUTHORITY or other agencies as may be provided by any applicable LA-RICS grant requirements. The LA-RICS AUTHORITY may remove any of its own improvements to the Real Property at any time during the term of this Agreement, and Owner hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

2. **PURPOSE AND USE**

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

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

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

2.03 Nothing contained in this Agreement shall be deemed or construed in any way to limit the Owner's authority to exercise any right or power concerning the utilization of the Real Property including without limitation the LTE Site; 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. **APPROVALS/DESIGN REVIEW**

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

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

Owner and the LA-RICS AUTHORITY acknowledge that the LA-RICS AUTHORITY is a California joint powers authority whose members have specified, pursuant to Section 4.04 of its Joint Powers Agreement and Section 6509 of the California Government Code, that all common powers exercised by the LA-RICS AUTHORITY's Board of Directors shall be exercised in a manner consistent with, and subject to all the restrictions and limitations upon the exercise of such powers, as are applicable to the County of Los Angeles ("County") (i.e., the LA-RICS AUTHORITY has adopted the County's operating mode). Accordingly, Owner and the LA-RICS AUTHORITY agree that the LA-RICS AUTHORITY (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 LTE Site plan approval process, as described in this Section 3 and in Section 8.

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

4. **TERM**

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

5. **CONSIDERATION**

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

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

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 LTE Site. In addition, Owner shall have the right to inspect said equipment and the LTE Site at any time during and after installation upon not less than twenty-four (24) hours prior written notice to the LA-RICS AUTHORITY (except in cases of emergency pursuant to Section 14 hereof (Emergency Access) and, at LA-RICS AUTHORITY's option, LA-RICS AUTHORITY may choose to have a representative to accompany Owner during any such inspection of or access to a LTE Site. The LA-RICS AUTHORITY shall not commence installation of equipment or alteration of a LTE Site, or any portion thereof, 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 3 and 8 hereof. 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 LTE Site including power outputs or changes in the use of frequencies described in Exhibit B hereto (Equipment List), but not including "like-kind" replacements, except after Owner has been provided an opportunity to review and approve, such plans and specifications.

7. **INSTALLATION**

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

7.02 LA-RICS AUTHORITY agrees that 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.

- 7.03 Owner reserves the right, at its expense, to install on the Real Property, including without limitation within the LTE Site, 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 said 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.
- 7.04 LA-RICS AUTHORITY accepts the LTE Site in an "as is" condition as of the date of full execution of this Agreement. LA-RICS AUTHORITY shall have the right to finance and construct approved equipment and related improvements on the LTE Site at LA-RICS AUTHORITY's sole cost and expense, except as may be provided otherwise by other agreements. Following the construction and installation of LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements, LA-RICS AUTHORITY may thereafter, at its sole cost and expense, perform construction, maintenance, repairs, additions to, and replacements of its equipment as necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the LTE Site to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements and as required for LA-RICS AUTHORITY's operations of the LA-RICS Facility at the LTE Site, including any structural upgrades required to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements on the LTE Site.
- 7.05 Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LTE Site, LA-RICS AUTHORITY shall provide Owner with a time of completion notice and as-built drawings of the LA-RICS Facility ("As-Builts"). Such As-Builts shall include the location of any of LA-RICS AUTHORITY shelters, cabinets, grounding rings, cables, and utility lines associated with LA-RICS AUTHORITY use of the LTE Site in CAD and PDF formats. Upon receipt of the As-Builts by Owner, the As-Builts shall be deemed incorporated herein by reference as updates to Exhibit C (Site Plan). In the event that LA-RICS AUTHORITY fails to deliver the As-Builts as required by this section within ten (10) business days of receipt of written notice, Owner may cause such As-Builts to be prepared on behalf of LA-RICS AUTHORITY and Owner shall assess a fee for such As-Builts, the cost of which shall become immediately due

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

8. **ALTERATIONS**

LA-RICS AUTHORITY shall make no renovations, alterations or improvements to the LTE Site or the Real Property other than to install, maintain, replace and operate the LA-RICS Facility in accordance with the documentation attached hereto as Exhibits A, B, and C and/or as permitted elsewhere herein, without providing prior written notice to Owner, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2.02 hereof. Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS AUTHORITY shall have the right to: (a) make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements without providing notice to the Owner, and (b) perform any alterations or modifications that may be required pursuant to the Spectrum Manager Lease Agreement between LA-RICS AUTHORITY and the First Net Parties dated July 1, 2013 (the "Spectrum Lease Agreement") or that may be required as a result of FCC rules or regulations, after 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.

9. **MAINTENANCE**

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

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

10. **CONSTRUCTION STANDARDS**

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

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

11. **OTHER OPERATIONAL RESPONSIBILITIES**

11.01 As applicable, LA-RICS AUTHORITY, its LTE Vendor and the First Net Parties 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, in the course thereof, obtain and keep in effect all required permits and licenses required to engage in the Permitted Activities on the LTE Site.
- (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 herein permitted, and remove any agent, invitee or employee who fails to conduct Permitted Activities in the manner heretofore described.
- (d) Assume the risk of loss, damage or destruction to the LA-RICS Facility and any and all fixtures and personal property belonging to LA-RICS AUTHORITY that are installed or placed within the LTE Site, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the Owner, its agents, employees or contractors.

12. RELOCATION

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

- (a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LTE Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not materially interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment;
- (b) Owner shall pay all costs incurred by LA-RICS AUTHORITY for relocation of LA-RICS AUTHORITY's equipment from the LTE Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LTE Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY's use of the Alternate Site;
- (c) Owner shall give LA-RICS AUTHORITY at least six (6) months written notice before requiring relocation; and
- (d) LA-RICS AUTHORITY's use of the LA-RICS Facility in question will not be materially interrupted and LA-RICS AUTHORITY shall be allowed, if necessary, to place temporary equipment on the Real Property during the relocation.

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

- (a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LTE Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not materially interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment;
- (b) LA-RICS AUTHORITY shall pay all costs relating to relocation of LA-RICS AUTHORITY's equipment from the LTE Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LTE Site, including all costs incurred to

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

- (c) LA-RICS AUTHORITY shall give Owner at least 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.

13. **ACCESS TO LTE SITE**

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

13.02 LA-RICS AUTHORITY acknowledges and agrees that occasions may arise requiring the LA-RICS AUTHORITY to share in the cost of cleaning up of mud-slide debris and repairing the Access to its original accessible condition (as documented pursuant to Section 13.01) after a storm or heavy rainfall. LA-RICS AUTHORITY hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from Owner, and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to LA-RICS AUTHORITY by Owner upon at least thirty (30) days notice. Notwithstanding the foregoing, the LA-RICS AUTHORITY's financial burden pursuant to this Section shall not exceed five thousand dollars (\$5,000) per incident.

14. **EMERGENCY ACCESS BY OWNER**

The Owner and its authorized agents may access the LTE Site at any time for the purpose of performing maintenance, inspection and/or for making emergency improvements or repairs to the LTE Site or to interrupt or terminate LA-RICS

AUTHORITY's transmission(s) from the LTE Site should LA-RICS AUTHORITY be unable or unwilling to respond to Owner's request to take immediate action to correct any deficiency which threatens Owner's operation on the LTE Site, provided that Owner shall endeavor to provide a 24-hour prior notice to LA-RICS AUTHORITY and shall access the LTE Site in the presence, if possible, of an LA-RICS AUTHORITY representative, if provided by LA-RICS AUTHORITY. Notwithstanding the foregoing, Owner shall not be required to provide notice to LA-RICS AUTHORITY prior to entering the LTE Site due to an emergency; provided, however, that 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 LTE Site. LA-RICS AUTHORITY shall reimburse Owner within thirty (30) days of receipt of Owner's written request for Owner's actual costs to correct any deficiency that is corrected by Owner pursuant to this Section.

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

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

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

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

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

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

16. **UTILITIES**

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 LTE Site. 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 such invoice.

17. **HOLD HARMLESS AND INDEMNIFICATION**

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

18. **INSURANCE**

18.01 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 the CEO, Real Estate Division, on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that 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 the Section, and any additional insurance required by LA-RICS AUTHORITY of its contractor/subcontractor, shall name the Owner as an additional insured.

- (a) General Liability. A program of insurance which shall be primary to and not contributing with any other insurance maintained by 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:

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$2 million

Personal and Advertising Injury: \$1 million

Per occurrence \$1 million

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

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

Each Accident: \$1 million

Disease - policy limit: \$1 million

Disease - each employee: \$1 million

- (c) Commercial Property Insurance. Such coverage shall:

- Provide coverage for 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, flood, and Business Interruption equal to two (2) years annual rent;
- Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value whichever is less. Insurance proceeds shall be payable to the 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.

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

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

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

18.04 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.

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

19. **FAILURE TO PROCURE INSURANCE**

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

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

20. **TAXES**

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

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

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

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

21. **NOTICES**

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

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

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

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

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

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

22. **LA-RICS FACILITY REMOVAL**

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

AUTHORITY' property impossible, then LA-RICS AUTHORITY shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

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

23. **INDEPENDENT STATUS**

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

24. **AMENDMENT**

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

25. **ASSIGNMENT**

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

25.02 To effect an assignment or transfer pursuant to this Section 25, LA-RICS AUTHORITY shall first deliver to the 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 the OWNER.
- 25.03 Owner shall approve or disapprove a proposed transfer, assignment or sublicense within sixty (60) days after LA-RICS AUTHORITY delivers all such items to the Owner. Owner's failure to respond to any request pursuant to this Section shall be deemed disapproval of said request.
- 25.04 In the case of an assignment of this Agreement, the proposed instrument shall include a written assumption by the assignee of all obligations of LA-RICS AUTHORITY under the Agreement arising thereafter and assignee shall be liable to perform the full obligations of the LA-RICS AUTHORITY under this Agreement and as a condition to the completion of such transfer must cure, remedy, or correct any event of default existing at the time of such transfer in a manner satisfactory to the Owner.
- 25.05 In the case of a sublicense, the proposed instrument shall specifically include a provision that the sublicense shall comply with and be subject to all of the terms covenants, and conditions of this Agreement.
- 25.06 Owner shall have the right to lease or license the use of space on LA-RICS Authority's telecommunications pole to third party(ies), if such telecommunications pole is capable of housing such third party(ies), based on terms mutually agreeable to the LA-RICS Authority. Owner shall submit any proposed lease or license to the LA-RICS Authority for review and approval prior to entering into such lease or license. Such proposed instrument shall specifically include: (a) a provision that the lease or license shall comply with and be subject to all of the terms covenants, and conditions of this Agreement, and (b) a requirement that any third party use of LA-RICS Authority's telecommunications pole shall not interfere with LA-RICS Authority's use of the LA-RICS Facility or its operations. The parties agree that any revenues generated by such third party leases or licenses by Owner shall be retained by Owner, except for a fee in an amount calculated to compensate LA-RICS AUTHORITY for its administrative and other costs associated with approval of the lease or license.

26. **SUBORDINATION AND NON-DISTURBANCE**

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 hereinbelow ("Non-Disturbance Agreement"), and shall recognize LA-RICS AUTHORITY's right to remain in occupancy of and have access to the LTE Site as long as LA-RICS AUTHORITY is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchase of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Real Property, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, (b) fulfill Owner's obligations under this Agreement, and (c) promptly cure all of the then-existing Owner defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. 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 thereof), LA-RICS AUTHORITY may terminate this Agreement upon written notice to Owner if such condemnation may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at the LTE Site for more than forty-five (45) days. LA-RICS AUTHORITY may on its own behalf make a claim in any condemnation proceeding involving the LTE Site for losses related to the equipment comprising the applicable LA-RICS Facility, its relocation costs and its damages and losses (but not for the loss of its interest, if any, under this Agreement). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and Owner and LA-RICS AUTHORITY shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other, if any, under this Agreement.

28. **DEFAULT**

Except as otherwise provided in this Agreement, in the event of a default hereunder by LA-RICS AUTHORITY, Owner shall provide written notice thereof to LA-RICS AUTHORITY. LA-RICS AUTHORITY shall have sixty (60) days from the date of said notice in which to cure the default, provided that LA-RICS

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

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

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

30. **HAZARDOUS MATERIALS**

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

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

31. **DAMAGE OR DESTRUCTION**

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

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

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

32. **AUTHORIZATION WARRANTY**

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

33. **INDEPENDENT CONTRACTOR STATUS**

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

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

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

35. **COMPLIANCE WITH APPLICABLE LAW**

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

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

36.01 LA-RICS AUTHORITY hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race,

creed, color, sex, religion, ancestry, age, condition or physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program or activity supported by this Agreement.

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

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

36.04 If the 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.

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

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

37. **NON EXCLUSIVITY**

Nothing herein is intended or shall be construed as creating any exclusive arrangement with LA-RICS AUTHORITY. This Agreement shall not restrict the

Owner from acquiring similar, equal or like goods and/or services from other entities or sources.

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

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

39. **PUBLIC RECORDS ACT**

39.01 Any documents submitted by LA-RICS AUTHORITY or its agents including without limitation the LTE Vendor and all information obtained in connection with the Owner's right to inspect the LTE Site 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.

39.02 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 proposed 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.

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

marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 39.04 In the event the LA_RICS AUTHORITY is required to defend an action on a Public Records Act request as requested by the 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**

- 40.01 Advertising Materials and Signs. Except for warning signs required by law, LA-RICS AUTHORITY shall not post signs upon the LTE Site or improvements thereon, or distribute or cause to be distributed any advertising materials unless prior approval therefor is obtained from the Owner.
- 40.02 Habitation. The LTE Site shall not be used for human habitation.
- 40.03 Illegal Activities. LA-RICS AUTHORITY shall not knowingly permit any illegal activities to be conducted upon the LTE Site.
- 40.04 Safety. LA-RICS AUTHORITY shall immediately correct any unsafe condition on the LTE Site, as well as any unsafe practices occurring thereon, to the extent such unsafe condition or practice occurs as a result of LA-RICS AUTHORITY's use of the LTE Site. LA-RICS AUTHORITY shall cooperate fully with Owner in the investigation of any accidental injury or death occurring on the LTE Site, including a prompt report thereof to the Owner. LA-RICS AUTHORITY shall cooperate and comply fully with Owner, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all LA-RICS AUTHORITY's structures and enclosures. LA-RICS AUTHORITY, at its expense, may use any and all appropriate means of restricting public access to the LTE Site.
- 40.05 Sanitation. No offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health in violation of the law, shall be permitted or remain on the LTE Site and within a distance of fifty (50) feet thereof, and LA-RICS AUTHORITY and Owner shall prevent any accumulation thereof from occurring.
- 40.06 Security Devices. LA-RICS AUTHORITY, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the LTE Site from theft, burglary

or vandalism, provided written approval for installation thereof is first obtained from the Owner. Owner shall be responsible for securing the Real Property to the extent deemed necessary by Owner in its sole discretion.

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

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

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

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

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

43. **BANKRUPTCY**

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

44. **SUCCESSORS AND ASSIGNS**

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

45. **SEVERABILITY**

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

46. **INTERPRETATION**

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

47. **ENTIRE AGREEMENT**

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

COUNTY-SPECIFIC PROVISIONS:

48. **LOBBYIST**

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

49. **ENFORCEMENT**

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

50. **SOLICITATION OF CONSIDERATION**

50.01 It is improper for any County officer, employee or agent to solicit consideration, in any form, from a licensee with the implication, suggestion or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee

shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

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

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

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

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

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

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

or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

53. **RECYCLED BOND PAPER**

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

IN WITNESS WHEREOF, the LA-RICS AUTHORITY has executed this Agreement or caused it to be duly executed and 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

COUNTY OF LOS ANGELES

A California Joint Powers Authority

By: 
Name: Patrick J. Mallon
Its: Executive Director

By: 
William T. Fujioka
Chief Executive Officer

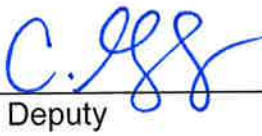
APPROVED AS TO FORM:

RICHARD D. WEISS
Acting County Counsel

By: 
Deputy

APPROVED AS TO FORM:

RICHARD D. WEISS
Acting County Counsel

By: 
Deputy

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: 

EXHIBIT A

SITE DESCRIPTION

Site ID	Facility Name	Organization	Address Line	City	State	Zip Code
PLM	Palmdale	LA County Sheriff's Dept	750 East Avenue Q	Palmdale	CA	93550

EXHIBIT B

EQUIPMENT LIST

LA County Sheriff's Dept - PLM

- Monopole Tower
- Tower Light Kits (where required by FAA)
- Antenna Support Hardware
- LTE Antennas and line
- Microwave Dishes
- Generator & Fuel
- Automatic Transfer Switch
- Electrical H-Frame
- Equipment Pad
- RBS Radio Cabinet (at all LTE sites)
- BBS Radio Battery Cabinet (at all LTE sites)
- TMR Microwave Cabinet (at sites with microwave)
- BBS Microwave Battery Cabinet (at sites with more than 6 microwave radios)
- MPLS Site Router (at all LTE sites)
- Fiber Network Interface Device (at Fiber Sites)

EXHIBIT C
SITE PLAN

[TO BE INCORPORATED BY REFERENCE]

**AMENDMENT NUMBER ONE TO
LTE SITE ACCESS AGREEMENT**

THIS AMENDMENT NUMBER ONE (together with all exhibits, attachments, and schedules hereto, if any, "Amendment No. 1") **TO THE LTE SITE ACCESS AGREEMENT** ("Agreement") entered into on August 22, 2014, is effective as of March 31, 2016,

BY AND BETWEEN

COUNTY OF LOS ANGELES, hereinafter referred to as "Owner"

AND

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

RECITALS:

WHEREAS, Owner and the LA-RICS Authority have entered into an Agreement dated August 22, 2014 to permit the use of the Los Angeles County Sheriff's Department Palmdale Station as a Long Term Evolution ("Broadband" or "LTE") broadband communication site; and

WHEREAS, LA-RICS Authority now desires to also collocate, construct, install, operate and maintain Land Mobile Radio ("LMR") equipment at the Los Angeles County Sheriff's Department Palmdale Station ("LMR Site"); and

WHEREAS, Owner is willing to permit use of a portion of the Los Angeles County Sheriff's Department Palmdale Station by the LA-RICS Authority for use as both an LTE and LMR communication site (collectively "Los Angeles Regional Interoperable Communications System Site" or "LA-RICS Site"); and

WHEREAS, LA-RICS Authority is willing to accept and exercise the rights granted by the Agreement, as modified by this Amendment No. 1 for use of the LA-RICS Site in accordance with the terms and conditions prescribed herein and in the Agreement.

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

1. Capitalized Terms; Paragraph References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to

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

2. General Revisions to Agreement.

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

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

3. Revisions to Section 1.01. Section 1.01 is hereby deleted in its entirety and is replaced as follows:

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

4. Revisions to Section 2.01. Section 2.01 is hereby deleted in its entirety and is replaced as follows:

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

5. Revisions to Agreement Exhibits/Attachments. The following exhibits are revised as follows:
 - 5.01 Exhibit B (Equipment List) is hereby deleted in its entirety and replaced with the new Exhibit B (Equipment List) which is attached to this Amendment No. 1 and incorporated by this reference.
6. Except as expressly provided in this Amendment No. 1, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
7. This Amendment No. 1 may be executed in one or more original, PDF or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

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

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

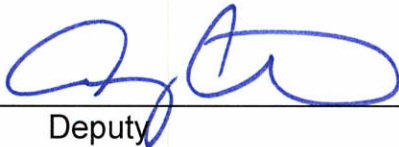
A California Joint Powers Authority

By: 


Print Name: JOHN RADELEFF
Its: INTERIM EXECUTIVE DIRECTOR

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By: 
Deputy

COUNTY OF LOS ANGELES

By: 
Name: DAVID P. HOWARD
Its: Interim Assistant CEO

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

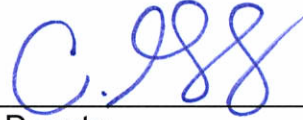
By: 
Deputy

EXHIBIT B
EQUIPMENT LIST

LOS ANGELES COUNTY SHERIFF'S STATION, PALMDALE

EQUIPMENT LIST (LMR)

- LMR Antennas
- Microwave Dishes
- Antenna System hardware, LMR/ Microwave
- Transmission and coax lines
- MPLS Routers
- LMR Radio Racks
- Combiner & Multicoupler racks
- Core Switch Racks
- DC Power Plant for LMR
- DC Power Plant for Microwave

Note: All equipment listed above shall be installed at the locations specified in the final design drawings, including all revisions approved by Owner.

EQUIPMENT LIST (COMPLETED AS PART OF PSBN/LTE)

- LTE Antennas and line
- Microwave Dishes
- Antenna Support Hardware
- Power (House Power and Generator)
- RBS Radio Cabinet
- BBS Radio Battery Cabinet
- TMR Microwave Cabinet
- BBS Microwave Battery Cabinet
- MPLS Site Router

ATTACHMENT 2

COUNTY CONSENT TO SUBLICENSE

**CONSENT TO SUBLICENSE AGREEMENT OF
LTE SITE ACCESS AGREEMENT NO. COL-845
FOR PLM**

**THIS CONSENT TO SUBLICENSE AGREEMENT OF LTE SITE ACCESS
AGREEMENT NO. COL-845 FOR PLM** (this “**Consent Agreement**”) is made as of the

_____ day of _____, 2018 (“**Effective Date**”), by and among COUNTY OF LOS ANGELES, a body politic and corporate (“**Licensor**”), THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY, a Joint Powers Authority, hereinafter referred to as “**LA-RICS Authority**” (or “**Sublicensor**”), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company that is a wholly-owned, indirect subsidiary of AT&T Inc., hereinafter referred to as “**AT&T-NCW**” (or “**Sublicensee**”) (individually, a “**Party**,” and collectively, the “**Parties**”).

RECITALS:

A. Reference is hereby made to that certain LTE Site Access Agreement dated August 22, 2014 and revised per Amendment Number One to LTE Site Access Agreement dated March 31, 2016, between Licensor and Sublicensor (collectively, the “**SAA**”), whereby Licensor licensed to LA-RICS Authority and LA-RICS Authority licensed from Licensor that certain land located at 750 East Avenue Q, Palmdale, CA 93550 identified as Los Angeles County Parcel Number (APN) 3008030909 (the “**Real Property**”) and more commonly known as Los Angeles County Sheriff's Department Palmdale Station (“**PLM**”).

B. LA-RICS Authority has requested Licensor's consent to that certain Sublicense Agreement for PLM, dated _____ (the “**Sublicense Agreement**”), between Sublicensor and Sublicensee.

C. Licensor is willing to consent to the Sublicense Agreement on the terms and conditions contained herein.

AGREEMENT:

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

1. Permitted Expansion of Section 2 (Purpose and Use) of SAA.

1.1 From and after the Effective Date of this Consent Agreement, and notwithstanding anything to the contrary in the SAA, Licensor hereby licenses to Sublicensor and grants Sublicensor the right to use the Real Property as an LA-RICS Site (as defined in the SAA), and to further sublicense to AT&T-NCW and grant AT&T-NCW the right to additionally use the Real Property for the Sublicensed Site (as defined in the Sublicense Agreement) for the installation,

construction, connection, modification, use, operation, monitoring, maintenance, repair, replacement, supplementation and upgrade of a communications facility (as defined in the Sublicense Agreement, the AT&T-NCW Communications Facility) for the transmission and reception of communications signals in a manner that is consistent with AT&T's overall strategy for providing services under the FirstNet NPSBN Contract (as defined in the Sublicense Agreement), and fulfilling its obligations to FirstNet thereunder (the "**FirstNet NPSBN Solution**") as more particularly set forth in Section 2 (Purpose and Use) of the Sublicense Agreement, subject to, and in accordance with the terms and conditions of the Sublicense Agreement, including but not limited to, Sections 2 (Purpose and Use), Section 3 (Approvals/Design Review), Section 6 (Conditions Precedent to Installation or Alterations of Equipment) and Section 8 (Alterations) of the Sublicense Agreement (as applicable), this Consent Agreement and the SAA, as modified herein .

1.2 The SAA, as hereby expanded pursuant to this Section 1 (Permitted Expansion of Section 2 (Purpose and Use) of SAA), and the terms and conditions set forth therein, shall continue in full force and effect except as may be specifically modified by this Consent Agreement. In the event of any conflict between the SAA and this Consent Agreement, the terms, conditions and provisions of this Consent Agreement shall govern, and all references to the SAA hereinafter in this Agreement shall mean the SAA as modified herein.

2. Licensor's Consent. Licensor hereby consents to the sublicense of the SAA to AT&T-NCW under the terms and conditions set forth in the Sublicense Agreement . Licensor confirms that, as of the Effective Date of this Consent Agreement, the SAA is in full force and effect and no default is outstanding. The Sublicense Agreement is subject and subordinate to the SAA. Except as set forth herein, Licensor shall not be bound by any of the terms, covenants, conditions, provisions or agreements of the Sublicense Agreement.

3. Recognition of Sublicensee. If the SAA and Sublicensor's interest in and right to occupy the Real Property shall be terminated as a result of an event of default (as defined in the SAA), Sublicensee may cure any and all damages that gave rise to the event of default under the SAA as it relates to the Real Property, and if cured, Sublicensee shall attorn to and recognize Licensor as the licensor of the Real Property under the SAA for the remainder of the term of the Sublicense Agreement, and Sublicensee shall perform and observe all obligations under the SAA during the remainder of the term of the Sublicense Agreement; and Licensor shall recognize Sublicensee as the licensee of the Real Property under the SAA for the remainder of the term of the Sublicense. In the event of such attornment, Sublicensee shall have the same duties, rights, obligations and liabilities of Sublicensor under the SAA.

4. Non-Release of Sublicensee; Further Transfers. Neither the Sublicense Agreement nor this Consent Agreement will: (a) release or discharge Sublicensor from any liability, whether past, present or future, under the SAA; (b) alter the primary liability of Sublicensor to perform and comply with all of Sublicensor's obligations under the SAA (including the payment of all bills rendered by Licensor for charges incurred by Sublicensor for services and materials supplied to the Sublicensed Property); (c) be construed as a waiver of Licensor's right to consent to an amendment of the sublicense or to any further sublicense or assignment either by Sublicensor or

by the Sublicensee under the SAA or the Sublicense Agreement, or as a consent to any portion of the Sublicensed Property being used or occupied by any other party.

5. General Provisions.

5.1 Controlling Law. The terms and provisions of this Consent Agreement shall be construed in accordance with and governed by the laws of the State of California and the Parties further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

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

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

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

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

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

5.7 Counterparts. This Consent Agreement may be executed in any number of original counterparts. Any such counterpart, when executed, shall constitute an original of this Consent Agreement, and all such counterparts together shall constitute one and the same Consent Agreement.

IN WITNESS WHEREOF, the Parties have executed this Consent Agreement as of the above Effective Date.

SUBLICENSOR

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

By: _____

Print Name: _____

Its: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By: _____
Deputy

LICENSOR

COUNTY OF LOS ANGELES

By: _____

Print Name: _____

Its: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By: _____
Deputy

SUBLICENSEE

NEW CINGULAR WIRELESS PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: _____

Name: Gram Meadors

Title: AVP – Sourcing Operations

Dated: _____

ATTACHMENT 3

ACCESS

Sublicensee and its personnel entering LASDPLM, shall meet the additional access requirements set forth below:

1. Sublicensee shall provide at least 24 hours' notice to the watch commander at the PLM Sheriff's facility and to LA-RICS Authority's designee for routine scheduled maintenance, and as soon as possible for emergencies, before accessing PLM.
3. Sublicensee's personnel shall carry a valid government issued ID and their company ID, and present such identification to Sherriff staff at PLM prior to Sublicensee's personnel entering PLM. Sublicensee's personnel will submit to an on-spot criminal history and warrant check before being authorized to enter PLM. If Sublicensee sends more routine/regular personnel to access PLM, such personnel may be required to fill out and pass a more substantive background check in lieu of the on-spot criminal history and warrant checks.
4. Sublicensee's personnel may be required to be escorted by Sheriff staff, depending on the location of the PLM area to be accessed, whether inmates are present at PLM, and the logistical requirements of the Sheriff facility at the time of entry.

AMENDMENT, CONSENT, ASSIGNMENT AND ASSUMPTION OF LTE SITE ACCESS AGREEMENTS FOR MULTIPLE SITES

This AMENDMENT, CONSENT, ASSIGNMENT AND ASSUMPTION OF LTE SITE ACCESS AGREEMENTS FOR MULTIPLE SITES (“**Assignment**”) is made and entered into effective as of the last signature date below (the “**Effective Date**”), by and between the COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County," the LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM JOINT AUTHORITY, a California Joint Powers Authority, hereinafter referred to as "LA-RICS Authority," and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company that is a wholly-owned, indirect subsidiary of AT&T Inc., hereinafter referred to as "AT&T-NCW," (individually, a "**Party**," and collectively, the "**Parties**").

RECITALS

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

WHEREAS, the County, as Licensor, and LA-RICS Authority, as Licensee, are parties to twenty-six (26) separate LTE Site Access Agreements for twenty-six (26) County sites known as BMT, CEN, FCCF, LACHAR, LACOLV, LACUSC, LASDALD, LASDCSN, LASDIDT, LASDLKD, LASDLNX, LASDNCC, LASDNWK, LASDPRV, LASDSCV, LASDSDM, LHS, MLM, ONK, PASDNP, PHN, RANCHO, SLA, WAL, WHD, and LASDMVS, which LTE Site Access Agreements are more particularly described on **Attachment 1** attached to this Assignment (“**SAAs**”), under which LA-RICS Authority has the right to use a portion of County-owned or County-controlled property for use as a Long Term Evolution ("**LTE**") broadband communication site;

WHEREAS, on March 30, 2017, the First Responder Network Authority ("**FirstNet**"), an independent authority within the Department of Commerce's National Telecommunications and Information Administration, announced the award of a contract (the "**FirstNet NPSBN Contract**") to AT&T Corp., on behalf of itself and its subsidiaries or entities that are controlled by AT&T Corp., or by AT&T Corp.'s parent company, AT&T Inc. (hereinafter referred to collectively as "**AT&T**;" and AT&T-NCW is one of the entities composing the immediately preceding definition of AT&T) to build and operate the FirstNet National Public Safety Broadband Network ("**FirstNet NPSBN**");

WHEREAS, LA-RICS Authority and AT&T have entered into an Asset Transfer Agreement for LA-RICS Authority to transfer and assign its right, title, and interest in the initial Broadband Technology Opportunity Program ("**BTOP**") grant-funded buildout of the LA-RICS Public Safety Broadband Network ("**LA-RICS PSBN**") to AT&T for

inclusion into the FirstNet NPSBN, with an effective date of December 15, 2017 (the "**Transfer Agreement**");

WHEREAS, under the Transfer Agreement, LA-RICS Authority has agreed, among other things, to transfer to AT&T-NCW its interest, control and responsibility for the BTOP equipment and infrastructure at the public-safety grade PSBN LTE site located at the real property identified in each of the SAAs;

WHEREAS, pursuant to the terms of the Transfer Agreement, LA-RICS Authority desires to assign to AT&T-NCW, and AT&T-NCW desires to accept and assume from LA-RICS Authority, all of LA-RICS Authority's right, title, and interest in and to, and all of LA-RICS Authority's obligations, duties, and responsibilities under, the SAAs;

WHEREAS, the Parties have agreed to amend certain terms of the SAAs as more particularly set forth herein;

WHEREAS, the County desires to consent to the assignment to and assumption of all rights, obligations, duties and responsibilities under the SAAs to AT&T-NCW;

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. (a) From and after the Effective Date of this Assignment, each of the SAAs shall be amended as follows:

(i) All references to the term "LA-RICS Authority" in each of the SAAs will be deleted and replaced with the term "Licensee," which shall be deemed to mean AT&T-NCW as defined in this Assignment and any entity authorized by AT&T-NCW to enter the LTE Site or operate the LTE Site on behalf of AT&T-NCW.

(ii) All references to the term "LA-RICS Facility" in each of the SAAs will be deleted and replaced with the term "Licensee Facility."

(iii) Except to the extent such terms are used to provide factual historical information, all references to the terms "LMR Vendor" and "LTE Vendor," in each of the SAAs will be replaced with the term "Vendor(s)," which shall mean and refer to any number of Licensee's contractors, subcontractors and/or vendors, including without limitation Motorola Solutions, Inc.

(iv) Section 2.01 of each of the SAAs shall be deleted in its entirety and replaced with the following:

"2.01 The purpose of this Agreement is to allow Licensee to use the LTE Site for the installation, construction, connection, modification, use, operation, monitoring, maintenance, repair, replacement, supplementation and upgrade of a

communications facility for the transmission and reception of communications signals in a manner that is consistent with AT&T's overall strategy for providing services under the FirstNet NPSBN Contract and fulfilling its obligations to FirstNet thereunder (the "FirstNet NPSBN Solution"), and as otherwise provided in accordance with this section and the terms and conditions of this Agreement. For clarity, in order to provide the FirstNet NPSBN Solution, Licensee shall not be limited in its use of the LTE Site to (a) the use of any specific technology, (b) changes in technology, (c) the use of specific bands of spectrum as long as Band Class 14 is also used at the LTE Site, unless otherwise agreed to by Owner, or (d) to the use of any specific type of communications equipment. However, with respect to (a) through (d), and unless the Owner has otherwise previously approved pursuant to Section 8 (Alterations):

- (i). The technology or communications equipment must use the spectrum for the FirstNet NPSBN Solution;
- (ii). Licensee's communications equipment at the LTE Site will not exceed, following the Effective Date of this Assignment, the (1) footprint of the concrete pad for the eNodeB, (2) the footprint of the caisson upon which the telecommunication tower currently sits on, (3) the existing height of the telecommunications tower, (4) the footprint of the current equipment collocated in an equipment shelter or equipment room owned or controlled by Owner, if applicable (except for LTE Site FCCF where AT&T will remove the existing evolved packet core and associated equipment ("EPC") and install certain other eNodeB equipment within the footprint used by the EPC which should result in a new reduced footprint), or (5) the footprint occupied by the current roof-mount installation, if one exists at the LTE Site; and
- (iii). Licensee will obtain and maintain such permits and licenses required for the construction and operation of its communications equipment and will operate in accordance with all applicable laws and regulations.

Further, with respect to any LTE Site where the Licensee Facility, as defined below, or any portion thereof, is collocated on or in an existing Owner controlled or owned infrastructure or building, no changes to the Licensee Facility may be made by AT&T and AT&T-NCW unless the Owner has approved pursuant to Section 8 (Alterations).

The Licensee (and/or its employees, agents, Vendors, escorted invitees, the First Net Parties and/or other agents): (a) shall have the right to install, construct, connect, modify, use, operate, monitor, maintain, repair, replace, supplement and upgrade the Licensee communications facility, which may consist of, but shall not be limited to, the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference (such facility, and associated infrastructure, shelters, equipment and related improvements, collectively, the "Licensee

Facility") and other related materials as may be deemed necessary by Licensee but which will remain subject to the terms and conditions of this Agreement, including Section 2 (Purpose and Use) and Section 8 (Alterations), and (b) shall be allowed access over, through and across each site comprising the Real Property for ingress to and egress from the applicable LTE Site 24 hours per day, 7 days per week subject to compliance with Owner's policies and procedures for access attached hereto as Attachment 2 (Access). Each LTE Site shall be used for the purposes authorized by this Section 2.01, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

(v) Section 4 (Term) of each of the SAAs shall be deleted in its entirety and replaced with the following:

"4. TERM

The initial term ("Initial Term") of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and shall continue so long as AT&T and AT&T-NCW continues to utilize Band Class 14 spectrum at the LTE Site and maintains Public-Safety Grade Infrastructure (as defined herein) at the LTE Site, if present, until the expiration or earlier termination of the FirstNet NPSBN Contract, at which time this Agreement will expire, unless this Agreement is sooner terminated (a) by Licensee or (b) by Owner pursuant to Section 28 (Default) hereof. Public Safety Grade Infrastructure is defined by maintaining all of the following features: (1) redundant backhaul if currently present, (2) emergency back-up power, and (3) structural integrity of the telecommunications tower that is equal to or greater than the current Class III level that exists on the LTE Site as of the Effective Date of this Assignment. The loss or elimination of any one of the three Public-Safety Grade Infrastructure features at the LTE Site will thereby terminate the Agreement."

(vi) The following language shall be added to the end of Section 6 (Conditions Precedent to Installation or Alterations of Equipment) of each of the SAAs:

"Notwithstanding the foregoing, Owner's review and approval of the use of additional frequencies/spectrum bands is limited to screening for potential interference issues and that Band Class 14 continues to be used at the LTE Site, and such approval shall not be unreasonably denied.

(vii) The following sentence shall be added to the end of Section 7.02 of each of the SAAs:

"In the event that any third party user at any portion of the Real Property causes impermissible interference with the Licensee's operations as provided for pursuant to this Agreement, Licensee will notify Owner of such interference, and Owner will then notify and require the third-party user to resolve the interference issues."

(viii) Section 8 of each of the SAAs shall be deleted in its entirety and replaced with the following:

“8. ALTERATIONS.

Licensee shall make no renovations, alterations or improvements to the LTE Site or the Real Property other than to install, construct, connect, modify, use, monitor, maintain, repair, replace, supplement, upgrade and operate the Licensee Facility in accordance with the documentation attached hereto as Exhibits A, B, and C and/or as permitted elsewhere herein, without providing prior written notice to Owner, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2.01 hereof.

Notwithstanding the foregoing, however, it is understood and agreed that Licensee shall have the right to perform any alterations or modifications and/or make repairs and replacements: (a) of "like-kind" (equipment replacement with equipment of similar dimensions and at the same location) infrastructure, shelters, equipment, and/or related improvements without providing notice to the Owner; (b) consistent with providing the FirstNet NPSBN Solution as long as it meets the requirements of Section 2.01 hereof; (c) that may be required pursuant to the Spectrum Manager Lease Agreement between LA-RICS AUTHORITY and the First Net Parties dated July 1 , 2013 (the "Spectrum Lease Agreement"); and/or (d) that may be required as a result of FCC rules or regulations, after providing notice to the Owner. Licensee 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 Licensee, (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 Licensee shall be performed in accordance with the plans provided to Owner.”

(ix) Section 11.01(b) of each of the SAAs shall be deleted in its entirety and replaced with the following:

“(b) At all times hold the rights to build, deploy and operate under the FirstNet NPSBN and comply with all applicable City and County ordinances and all State and Federal laws, and, in the course thereof, obtain and keep in effect all required permits and licenses required to engage in the Permitted Activities on the LTE Site.”

(ix) The first two sentences of Section 13.01 of each of the SAAs are deleted in their entirety and replaced with the following:

“Owner hereby grants to the Licensee and its employees, agents, Vendors, escorted invitees, the First Net Parties and other agents a nonexclusive right to use, at its sole risk, during the term and option period of this Agreement, the

access which serves the LTE Site ("Access"). The Licensee, on behalf of itself and its employees, agents, Vendors, escorted invitees, the First Net Parties and other agents, acknowledge and accept the present condition of the Access on an "as is" basis."

(x) Section 15.04 of each of the SAAs shall be deleted in its entirety and replaced with the following:

"15.04 Interference During Emergency. If any measurable interference caused by Licensee's equipment with Owner's electronic equipment during an emergency incident occurs, Licensee will immediately power down to the extent necessary to eliminate the interference or cease operation, transmission or further use of Licensee's interfering equipment at the LTE Site upon being notified by Owner of such interference. Following such notification, the parties will meet promptly to cooperatively discuss and reach agreement on how such interference will be resolved."

(xi) Section 16 (Utilities) of each of the SAAs shall be deleted in its entirety and replaced with the following:

"16. UTILITIES.

16.01 Licensee 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 Licensee Facility on the LTE Site. In the event Licensee cannot secure its own metered electrical supply, Licensee will have the right, at its own cost and expense, to sub-meter from Owner. Until Licensee completes the installation of the required utility service line, or until sub-metering is completed as required under Section 16.02, Licensee will determine the estimated average monthly cost of electricity for Licensee to operate the Licensee Facility on the LTE Site, which amount shall be estimated and established by Licensee and approved to by Owner, on the Effective Date of this Assignment based on the typical average monthly cost (based on usage per kilowatt hour) for Licensee to operate a similar communications facility in the County of Los Angeles, and Licensee shall reimburse Owner for Licensee's electricity usage at the LTE Site on a monthly basis based on such amount, subject to reconciliation as hereinafter provided in Section 16.03.

16.02 If Licensee cannot secure its own metered electrical supply, Licensee agrees at its own cost and expense, to install or replace out the current sub-meters at the LTE sites with wireless revenue grade sub-meters ("Sub-meters") within ninety (90) days of the Effective Date of this Assignment, and subscribe to sub-metering monitoring and billing services from an appropriate third party vendor. The Sub-meters will be programmed by AT&T to send Sub-meter readings to Licensee and Owner's designee at Owner's regular designated

billing cycles, which shall be at least monthly, and Licensee shall pay within thirty (30) days the amounts designated on the bill sent by the third party vendor, which shall be sent monthly. AT&T will cause a copy of the bills to also be sent to Owner. Licensee shall reimburse Owner for such utility usage at the same rate charged to Owner by the utility service provider, plus any applicable fees or costs to reimburse Owner for costs related to administration and processing of the requirements of this section. Licensee further agrees to send bills, invoices and payments to such address and/or agent designated by Owner. Owner may elect, however, to require Licensee to apply the payments as a credit on any Owner department's invoices for AT&T service or FirstNet NPSBN service.

16.03 Within sixty (60) days of the installation of the Sub-meter, Licensee will provide to Owner a written reconciliation of Licensee's actual usage prior to the installation of the Sub-meter. If the billing records reflect an underpayment or overpayment by Licensee or Owner, the other shall promptly pay, refund or credit the amount of the underpayment or overpayment within thirty (30) days, or Owner may elect Licensee to apply the payments as a credit on any Owner department's invoices for AT&T service or FirstNet NPSBN service. Owner and Licensee shall maintain accurate and detailed records of all utility readings, expenses, invoices, payments or credits applicable to Licensee's reimbursement obligations hereunder. Within fifteen (15) days after a request from Licensee or Owner, either party shall provide the other with copies of such utility readings and billing records in the form of copies of invoices, contracts and cancelled checks.

16.04 If Licensee sub-meters electricity from Owner, Owner agrees to give Licensee at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Owner acknowledges that Licensee provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Licensee's reasonable determination, Owner agrees to allow Licensee the right to bring in a temporary source of power for the duration of the interruption. Owner will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Owner, of such services to be furnished or supplied by Owner. Licensee is also responsible for recalibration of the Sub-meter in accordance with manufacturer requirements and recommendations, or at least every two years, whichever is shorter, and will maintain records for Owner's review and audit to confirm that such recalibrations were completed.

(xii) Sections 18.01 and 18.02 of each of the SAAs shall be deleted in its entirety and replaced with the following:

“18.01 Without limiting Licensee's obligations to Owner, Licensee 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) with an A.M. Best rating of at least A-VII, and evidence of such programs satisfactory to the Owner Risk Manager, shall be delivered to the CEO, Real Estate Division, on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that Owner is to be given written notice at least thirty (30) days in advance of cancellation or non-renewal of any required coverage that is not replaced and shall include the Owner as an additional insured (except for the Workers' Compensation Insurance). Licensee may self-insure the insurance required under this Agreement. Licensee will require its contractors and subcontractors to provide commercial insurance as required in the Section, and any additional insurance required by Licensee of its contractor/subcontractor, shall include the Owner as an additional insured.

(a) Commercial 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 include the Owner as an additional insured, and shall include, but not be limited to:

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

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

(2) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in Licensee's business operations.

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

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

(c) Commercial Property Insurance. Licensee may self-insure this risk. Such coverage 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, flood, and Business Interruption equal to two (2) year's annual rent;
- Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value whichever is less. Insurance proceeds shall be payable to the Owner and Licensee as their interests may appear and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the Agreement.

(d) **Construction Insurance.** If major construction work is performed by Licensee 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 Licensee or Licensee's contractor shall provide the following insurance. Owner shall determine the coverage limits required on a project by project basis.

- **Installation Floater Insurance.** Licensee is self-insured. 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 Licensee and the Owner if required.
- **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, including 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 Licensee 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 Licensee 's or Licensee '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.** Licensee is self-insured. Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the Licensee's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$5 million per claim or wrongful act 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/per employee/per policy limit. Such policy shall be endorsed to waive subrogation against the Owner for injury to the Licensee's or Licensee's contractor employees. To the extent applicable, if the Licensee's or Licensee'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 Licensee is subject. If Licensee or Licensee'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.

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

(b) The SAAs, as hereby amended pursuant to this Paragraph 1, and any terms and conditions set forth therein, shall continue in full force and effect except as may be specifically modified by this Assignment. In the event of any conflict between the SAAs and this Assignment, the terms, conditions and provisions of this Assignment shall govern.

2. LA-RICS Authority hereby assigns, transfers and conveys to AT&T-NCW all of LA-RICS Authority's right, title, interest, in, to, and under the SAAs.

3. AT&T-NCW hereby accepts from LA-RICS Authority the assignment of the SAAs, and henceforth AT&T-NCW is entitled to all of the rights and benefits accruing to LA-RICS Authority under the SAAs.

4. AT&T-NCW hereby assumes and agrees to be bound by all obligations, duties, and responsibilities of LA-RICS Authority under the SAAs, including, without limitation, hold harmless and indemnification obligations, accruing, arising out of, or relating to events or occurrences from and after the Effective Date, and AT&T-NCW is responsible to perform all obligations, duties, and responsibilities of LA-RICS Authority that are to be performed on and after the Effective Date under the SAAs.

5. As between LA-RICS Authority and AT&T-NCW, neither the making nor the acceptance of this Assignment shall: (a) constitute a waiver or release by any party of any representations, warranties, liabilities, duties or obligations imposed upon a party by the terms, conditions and provisions of the Transfer Agreement; or (b) enlarge, extend, restrict, supersede, replace, amend, waive, limit or otherwise modify the terms, conditions and provisions of the Transfer Agreement. In the event of any dispute between the terms hereof and the Transfer Agreement, the terms of the Transfer Agreement shall control.

6. Pursuant to Section 25 of the SAAs, the County hereby consents to the assignment to and assumption of the SAAs to AT&T-NCW pursuant to the terms and conditions set forth herein. The County hereby confirms that, as of the Effective Date of this Assignment, the SAAs are in full force and effect and no default is outstanding.

7. The Parties hereby acknowledge that the County's consent to the assignment and assumption of the SAAs to AT&T-NCW does not waive any rights the County may have to take action with respect to the performance of the covenants, obligations and agreements of LA-RICS Authority under the SAAs prior to the Effective Date or any breaches of the SAAs prior to the Effective Date.

8. Pursuant to Section 25.04 of each of the SAAs, LA-RICS Authority hereby represents and warrants to the County that no default or event of default has occurred and is continuing under the SAAs.

9. The County hereby grants AT&T-NCW pursuant to this Assignment, as successor to LA RICS Authority under the SAAs, the right to use each LTE Site (as defined in each of the SAAs) in accordance with the terms and conditions of the respective SAAs as modified herein.

10. Any notice, request, demand or other communication required to be sent to a Party pursuant to this Assignment must be sent in writing by personal delivery (including by a nationally recognized overnight courier service), or first class certified U.S. mail, postage pre-paid and with return receipt requested sent to the Parties at their

addresses indicated below. Routine exchange of information may be conducted via telephone or electronic means, including e-mail.

If to LA-RICS Authority:

Scott Edson, Executive Director
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
Phone: (323) 881-8281
Fax: (323) 264-0718
Email: Scott.Edson@LA-RICS.ORG

With a copy to:

Truc L. Moore, Principal Deputy County Counsel
Office of the County Counsel
350 South Figueroa St., Suite # 700
Los Angeles, CA 90071
Phone: (213) 808-8779
Fax: (213) 693-4904
Email: tlmoore@counsel.lacounty.gov

Roberto Saldana, Deputy County Counsel
Office of the County Counsel
500 West Temple Street
Los Angeles, California 90012
Phone: (213) 974-1887
Fax: (213) 613-4751
Email: RSaldana@counsel.lacounty.gov

If to the County:

County of Los Angeles
Board of Supervisors
383 Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

With a copy to:

County of Los Angeles
Chief Executive Office
Real Estate Division
Attn: Direction of Real Estate
222 S. Hill Street, 3rd Floor
Los Angeles, CA 90012

If to AT&T-NCW:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Los Angeles – LA-RICS Assignment
575 Morosgo Drive NE
Atlanta, Georgia 30324

With a copy to:

New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Los Angeles – LA-RICS Assignment
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

A Party may change its address for notice under this Assignment by giving thirty (30) days' prior written notice to the other Party in the manner provided in this Section 9. Any notice or communication sent under this Section 9 will be deemed to have been duly given and effective when properly sent and received or refused.

11. This Assignment shall be exclusively governed by the laws of the State of California, without regard to its conflict of law provisions.

12. The Parties hereto represent and warrant that the person executing this Assignment for each of them is an authorized agent who has actual authority to bind such Party to this Assignment and that all requirements of such Party have been fulfilled to provide such authority.

13. The Parties agree to execute such additional instruments and to perform such further acts as may be reasonably necessary to perform this Assignment.

14. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, successors and assigns.

15. This Agreement may be executed in any number of original counterparts. Any such counterpart, when executed, shall constitute an original of this Agreement, and all such counterparts together shall constitute one and the same Agreement.

16. This Assignment will not be construed as a waiver of County's right to consent to an amendment of the SAAs or to any further sublicense or assignment under the SAAs, or as consent to any portion of the Property being used or occupied by any other party.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties enter into this Assignment as of the Effective Date.

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY**

By: _____
Scott Edson, Executive Director

Dated: _____

APPROVED AS TO FORM:
MARY C. WICKHAM, County Counsel

By: _____
Roberto Saldana
Deputy County Counsel

NEW CINGULAR WIRELESS PCS, LLC

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: Gram Meadors
Title: AVP – Sourcing Operations

Dated: _____

CONSENTED TO BY:

COUNTY OF LOS ANGELES

By: _____
Name: _____
Title: _____
Chief Executive Office

Dated: _____

APPROVED AS TO FORM:

Mary C. Wickham
County Counsel

By: _____
Deputy County Counsel

ATTACHMENT 1

DESCRIPTION OF THE SAAS

Item	Site ID	Facility Name	Address	City	Zip Code	Antenna Support Structure Type	Description of SAA
1	BMT	Bald Mountain	46811 Ridge Route Rd	Gorman	93536	70' Monopole	LTE Site Access Agreement made and entered into on August 22, 2014 by and between the County of Los Angeles and The Los Angeles Regional Interoperable Communications System Authority.
2	CEN	Century	11703 Alameda Rd	Lynwood	90262	70' Monopole	LTE Site Access Agreement made and entered into on August 22, 2014 by and between the County of Los Angeles and The Los Angeles Regional Interoperable Communications System Authority.
3	FCCF	FCCF HQ	1320 N Eastern Ave	Los Angeles	90063	Existing Ant Structure	LTE Site Access Agreement made and entered into on August 22, 2014 by and between the County of Los Angeles and The Los Angeles Regional Interoperable Communications System Authority.
4	LACHAR	LAC/Harbor + UCLA Medical Ctr	1000 W Carson St.	Torrance	90502	Roof Mount	LTE Site Access Agreement made and entered into on August 22, 2014 by and between the County of Los Angeles and The Los Angeles Regional Interoperable Communications System Authority.
5	LACOLV	LAC/Oliveview + UCLA	14445 Olive View Dr.	Sylmar	91342	Roof Mount	LTE Site Access Agreement made and entered into on August 22, 2014 by and between the County of Los Angeles and The Los Angeles Regional Interoperable Communications System Authority.
6	LACUSC	LAC/USC Medical Ctr	1200 N State St	Los Angeles	90033	Roof Mount	LTE Site Access Agreement made and entered into on August 22, 2014 by and between the County of Los Angeles and The Los Angeles Regional Interoperable Communications System Authority.
7	LASDALD	Altadena	780 E Altadena Dr	Altadena	91001	70' Monopole	LTE Site Access Agreement made and entered into on August 22, 2014 by and between the County of Los Angeles and The Los Angeles Regional Interoperable Communications System Authority.
8	LASDCSN	Carson	21356 S. Avalon Blvd	Carson	90745	70' Monopole	LTE Site Access Agreement made and entered into on August 22, 2014 by and between the County of Los Angeles and The Los Angeles Regional Interoperable Communications System Authority.
9	LASDIDT	Industry	150 N Hudson Ave	Industry	91744	70' Monopole/Flagpole	LTE Site Access Agreement made and entered into on August 22, 2014 by and between the County of Los Angeles and The Los Angeles Regional Interoperable Communications System Authority.
10	LASDLKD	Lakewood	5130 Clark Ave	Lakewood	90712	70' Monopole	LTE Site Access Agreement made and entered into on August 22, 2014 by and between the County of Los Angeles and The Los Angeles Regional Interoperable Communications System Authority.
11	LASDLNX	Lennox (Closed)	4331 Lennox Blvd	Inglewood	90304	70' Monopole	LTE Site Access Agreement made and entered into on August 22, 2014 by and between the County of Los Angeles and The Los Angeles Regional Interoperable Communications System Authority.
12	LASDNCC	North County Correctional Facility	29340 The Old Road	Castaic	91350	Existing Ant Structure	LTE Site Access Agreement made and entered into on August 22, 2014 by and between the County of Los Angeles and The Los Angeles Regional Interoperable Communications System Authority.

Item	Site ID	Facility Name	Address	City	Zip Code	Antenna Support Structure Type	Description of SAA
13	LASDNWK	Norwalk	12335 Civic Center Dr	Norwalk	90650	70' Monopole	LTE Site Access Agreement made and entered into on August 22, 2014 by and between the County of Los Angeles and The Los Angeles Regional Interoperable Communications System Authority.
14	LASDPRV	Pico Rivera	6631 Passons Blvd	Pico Rivera	90660	70' Monopole/Palm	LTE Site Access Agreement made and entered into on August 22, 2014 by and between the County of Los Angeles and The Los Angeles Regional Interoperable Communications System Authority.
15	LASDSCV	Santa Clarita Valley	23740 Magic Mountain Pkwy	Santa Clarita	91355	70' Monopole/Flagpole	LTE Site Access Agreement made and entered into on August 22, 2014 by and between the County of Los Angeles and The Los Angeles Regional Interoperable Communications System Authority.
16	LASDSDM	San Dimas	270 S. Walnut Ave.	San Dimas	91773	Existing Ant Structure	LTE Site Access Agreement made and entered into on August 22, 2014 by and between the County of Los Angeles and The Los Angeles Regional Interoperable Communications System Authority.
17	LHS	Lost Hills/Malibu	27050 Agoura Rd	Agoura	91301	Existing Ant Structure	LTE Site Access Agreement made and entered into on August 22, 2014 by and between the County of Los Angeles and The Los Angeles Regional Interoperable Communications System Authority.
18	MLM	Mira Loma Detention Facility	45100 N. 60th West	Lancaster	93536	70' Monopole	LTE Site Access Agreement made and entered into on August 22, 2014 by and between the County of Los Angeles and The Los Angeles Regional Interoperable Communications System Authority.
19	ONK	Oat Mountain Nike	N 34.3260° W118.5867°	Unincorp. LA County	91311	70' Monopole	LTE Site Access Agreement made and entered into on June 16, 2015 by and between the County of Los Angeles and The Los Angeles Regional Interoperable Communications System Authority.
20	PASDNP	Pasadena Police	245 Ramona St.	Pasadena	91101	Roof Mount	LTE Site Access Agreement made and entered into on August 10, 2015 by and between the County of Los Angeles and The Los Angeles Regional Interoperable Communications System Authority.
21	PHN	Puente Hills	Near Vantage Point Dr	Unincorp. LA County	91748	Existing Ant Structure	LTE Site Access Agreement made and entered into on August 22, 2014 by and between the County of Los Angeles and The Los Angeles Regional Interoperable Communications System Authority.
22	RANCHO	LAC/Rancho Los Amigos Natl. Rehab	7601 E Imperial Hwy	Downey	90242	Roof Mount	LTE Site Access Agreement made and entered into on August 22, 2014 by and between the County of Los Angeles and The Los Angeles Regional Interoperable Communications System Authority.
23	SLA	South LA	1310 W. Imperial Hwy	Los Angeles	90044	Existing Ant Structure	LTE Site Access Agreement made and entered into on August 22, 2014 by and between the County of Los Angeles and The Los Angeles Regional Interoperable Communications System Authority.
24	WAL	Walnut/Diamond Bar	21695 E. Valley Blvd	Walnut	91789	Existing Ant Structure	LTE Site Access Agreement made and entered into on August 22, 2014 by and between the County of Los Angeles and The Los Angeles Regional Interoperable Communications System Authority.
25	WHD	West Hollywood	720 N San Vicente Blvd	West Hollywood	90069	70' Monopole	LTE Site Access Agreement made and entered into on August 22, 2014 by and between the County of Los Angeles and The Los Angeles Regional Interoperable Communications System Authority.
26	LASDMVS	LASD Monte Vista (Star Center)	11515 Colima Rd.	Whittier	90604	Cell-On-Wheel (COW)	LTE Site Access Agreement made and entered into on August 10, 2015 by and between the County of Los Angeles and The Los Angeles Regional Interoperable Communications System Authority.

ATTACHMENT 2

ACCESS

Licensee and its personnel entering the LTE Sites, shall meet the additional access requirements set forth below:

For all LTE Sites located at Los Angeles County Sheriff's facilities:

1. Licensee shall provide at least 24 hours' notice to the watch commander at each Sheriff's facility for routine scheduled maintenance, and as soon as possible for emergencies, before accessing the LTE Sites.
2. Licensee's personnel shall carry a valid government issued ID and their company ID, and present such identification to Sheriff staff at the Sheriff facility prior to Licensee's personnel entering the LTE Sites. Licensee's personnel will submit to an on-spot criminal history and warrant check before being authorized to enter the LTE Sites. If Licensee sends more routine/regular personnel to access the LTE Sites, such personnel may be required to fill out and pass a more substantive background check in lieu of the on-spot criminal history and warrant checks.
3. Licensee's personnel may be required to be escorted by Sheriff staff, depending on the location of the LTE Sites to be accessed, whether inmates are present at the Sheriff facility, and the logistical requirements of the Sheriff facility at the time of entry.

For unmanned LTE Sites of Bald Mountain (BMT), Oat Mountain Nike (ONK) and Puente Hills (PHN) under the Internal Services Department's (ISD) control:

1. Licensee shall replace the existing Motorola padlock on the gates at the LTE Sites with a new padlock within 10 days of the Effective Date of this Assignment. Licensee will coordinate with ISD before placing its own padlock on the barricade gates on the access road and gates for the LTE Sites.
2. Licensee shall undertake and pass a background check conducted by ISD prior to entering the LTE Sites. A list of names of the Licensee personnel who are background cleared will be updated and provided on an annual basis to the ISD designated contact.
3. Licensee will contact ISD's Telecommunications Center at (323) 267-2761 before arriving and after leaving these LTE Sites.

For LTE Site FCCF:

1. Licensee shall contact Scott England at (323) 881-8178 or (213) 215-9458, or others that may be designed by the Los Angeles County Fire Department

(LACFD), at least 24 hours in advance for access to FCCF, or as soon as possible in the event of emergencies. Licensee must be placed on the authorized visitor list for the day of required access to FCCF, and must carry a valid government issued ID and their company ID.

2. Depending on the work to be performed, the frequency of the visits, whether Licensee staff is consistently performing regular maintenance, and the location of the work, LACFD may require County escorts are used to accompany Licensee.

For LTE Sites LACHAR, LACOLV, LACUSC and RANCHO:

1. Licensee shall provide at least 24 hours' notice to Sajid Yerunkar, Facilities Management, at (323) 409-6451 for routine scheduled maintenance, and as soon as possible for emergencies, before accessing the LTE Sites at County hospitals.

2. Facilities Management will direct Licensee where to park for each LTE Site. Licensee will need to secure a badge from Facilities Management after first presenting a valid government issued ID and their company ID. Licensee will not enter any LTE Sites at County hospitals without first securing a badge from Facilities Management.

3. Depending on the work to be performed, the frequency of the visits, whether Licensee staff is consistently performing regular maintenance, and the location of the work, Facilities Management may require County escorts are used to accompany Licensee.

4. Licensee is advised that if its staff needs access to areas of the County hospital sites where patients are seen, located, treated, or visit, Licensee's staff will have to clear security background checks and health clearances, if required by County.