



# AGENDA

## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

### BOARD OF DIRECTORS MEETING

Thursday, October 3, 2019 • 9:00 a.m.

Los Angeles County Sheriff's Department

Scientific Services Bureau

Hertzberg-Davis Forensic Science Center

Conference Room 223 through 227

1800 Paseo Rancho Castilla, Los Angeles, CA 90032

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

#### **AGENDA POSTED: September 27, 2019**

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

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#### **Members:**

1. **Sachi Hamai**, CEO, County of Los Angeles
2. **Daryl L. Osby**, Vice-Chair, Fire Chief, County of Los Angeles Fire Dept.
3. **Alex Villanueva**, 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 South Pasadena 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  
**Tony Ramirez**, Asst., Fire Chief, County of Los Angeles Fire Dept.  
**Mark Glatt**, Chief, 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.  
**Brian Solinsky**, Captain, City of South Pasadena 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.

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#### **Officers:**

**Scott Edson**, Executive Director

**Arlene Barerra**, County of Los Angeles Acting Auditor-Controller

**Keith Knox**, County of Los Angeles, Acting Treasurer and Tax Collector

**Priscilla Dalrymple**, Board Secretary



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

**I. CALL TO ORDER**

**II. ANNOUNCE QUORUM – ROLL CALL**

**III. APPROVAL OF MINUTES (A)**

A. August 1, 2019 – Regular / Special Meeting Minutes

Agenda Item A

**IV. PUBLIC COMMENTS**

**V. CONSENT CALENDAR – NONE**

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

B. Director's Report – Susy Orellana-Curtiss

- Executive Summary

Agenda Item B

C. Project Manager's Report – Justin Delfino

Agenda Item C

D. Joint Operations and Technical Committee Report – Steve Page and Ted Pao

E. Finance Committee Report – No Report

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

F. Outreach Update

Agenda Item F



**G. Statement of Receipts & Disbursements for AT&T Business Agreement Fund for Public Safety Broadband Network**

Agenda Item G

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

**H. DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE AGREEMENT FOR LONG TERM EVOLUTION ROUND 2 AND LAND MOBILE RADIO SYSTEM SITES**

It is recommended that your Board:

1. Find the approval and execution of Amendment No. 1 to SAA for LTE2 site CRN2 with the County of Los Angeles which would allow the construction, implementation, operation and maintenance of the LTE2 System infrastructure to be incorporated into the First Responder Network Authority (FirstNet) National Public Safety Broadband Network (NPSBN) at this site, is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations. (CEQA Guidelines) Sections 15301, 15303, and 15304 for the reasons stated in this Board Letter and as noted in the record of the LTE2 project;
2. Find the approval and execution of the SAAs with County of Los Angeles for LMR sites BJM and TWR are within the scope of the impacts analyzed in the Final Environmental Impact Report (EIR) for the Authority's LMR System, which was previously certified by the Authority under CEQA on March 29, 2016; that the environmental findings and Mitigation Monitoring Program previously adopted by the Board are applicable to the currently recommended actions; and there are no changes to the project at these two sites or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects;
3. Find the approval and execution of the SAA with County of Los Angeles for ingress/egress for LMR Site WTR is within the scope of the impacts analyzed in the Final Environmental Impact Report (EIR) for the Authority's LMR System, which was previously certified by the Authority under CEQA on March 29, 2016; that the environmental findings and Mitigation Monitoring Program previously adopted by the Board are applicable to the currently recommended action; and 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;

4. Find the approval and execution of the Sub-Outgrant Lease between the Authority, and Federal Aviation Administration (FAA), if needed, and SAA with the County of Los Angeles for LMR Site SPH is within the scope of activities previously authorized on December 12, 2016 which your Board found statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the Authority's project, and that leased circuit work that may occur outside of Site SPH needed to provide network connectivity to the LMR System sites, is categorically exempt under CEQA pursuant to CEQA Guidelines Sections 15301, 15303 and 15304 for the reasons stated in this letter and as noted in the record of the LMR project, and that the determination that these activities are exempt from CEQA remains unchanged; and
5. Authorize the Executive Director to finalize and execute the six (6) real estate agreements identified herein, substantially similar in form to the agreements attached hereto.

Agenda Item H

**I. APPROVE AMENDMENT NO. 39 TO AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM PUBLIC SAFETY BROADBAND NETWORK**

It is recommended that your Board:

1. Make the following findings:
  - a. Find the reconciliation of certain equipment for the PSBN Round 2 sites is within the scope of the design, construction, implementation, operation, and maintenance of the PSBN at these eleven (11) Round 2 sites which your Board previously found categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. §§ 15301, 15303, 15304, and/or 15332 by your Board on January 24, 2019.
2. Approve Amendment No. 39 (Enclosure) to Agreement No. LA-RICS 008 for the PSBN with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect the following:





- a. Reconcile certain equipment for eleven (11) PSBN Round 2 Sites for a cost decrease in the amount of \$36,639.
3. Authorize a decrease to the Maximum Contract Sum in the amount \$36,639 from \$138,721,829 to \$138,685,190 when taking the cost increases and decreases into consideration.
4. Delegate authority to the Executive Director or his designee to execute Amendment No. 39, in substantially similar form, to the enclosed Amendment (Enclosure).
5. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 39.

Agenda Item I

**J. APPROVE AMENDMENT NO. 41 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM**

It is recommended that your Board:

1. Approve Amendment No. 41 (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. Make changes necessary to incorporate Land Mobile Radio (LMR) Change Order Modifications for a cost increase in the amount of \$255,975.
2. Authorize an increase to the Maximum Contract Sum in the amount \$255,975 from \$296,270,689 to \$296,526,664 when taking the cost increase into consideration.
3. Delegate authority to the Executive Director or his designee to execute Amendment No. 41, in substantially similar form, to the enclosed Amendment (Enclosure).
4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 41.

Agenda Item J



**K. APPROVE LIST OF PREQUALIFIED BIDDERS FROM RFSQ FOR LA-RICS AUTHORITY'S TELECOMMUNICATIONS FACILITY CONSTRUCTION AND INSTALLATION PROJECT, ADOPT, ADVERTISE, AND AWARD TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALL WORK A SIX (6) LA-RICS SITES, APPROVE PROJECT BUDGETS**

It is recommended that your Board:

1. Make the following finding:
  - a. Find the adoption, advertising and award of construction, implantation, and installation work at the six (6) sites, Southern California Edison (SCE) Dunlap (SCEDUN), SCE Gallatin (SCEGAL), SCE Merced 2 (SCEMERC2), SCE Nola (SCENOLA), SCE Palmdale (SCEPLM), SCE Studebaker 2 (SCESTUD2), as identified in Enclosure 1, are within the scope of the activities your Board previously found categorically exempt from review on January 24, 2019 under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline sections 15303, 15304, and 15332, for the reasons set forth in this letter and as noted in the record of the project, and the determination that these activities are exempt from CEQA remains unchanged.
2. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the SCEDUN site as follows:
  - a. Approve an estimated total project budget of \$374,000.
  - b. Adopt plans and specifications that are on file with the LA- RICS Authority for the construction of the SCEDUN site.
  - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
  - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the apparent lowest responsive and responsible Bidder, if the low bid can be awarded within the approved total project budget for the SCEDUN site.



3. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the SCEGAL site as follows:
  - a. Approve an estimated total project budget of \$374,000.
  - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the SCEGAL site.
  - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
  - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the SCEGAL site.
4. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the SCEMERC2 site as follows:
  - a. Approve an estimated total project budget of \$374,000.
  - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the SCEMERC2 site.
  - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
  - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the SCEMERC2 site.
5. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the SCENOLA site as follows:
  - a. Approve an estimated total project budget of \$374,000.
  - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the SCENOLA site.



- c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
  - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the SCENOLA site.
- 6. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the SCEPLM site as follows:
  - a. Approve an estimated total project budget of \$374,000.
  - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the SCEPLM site.
  - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
  - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the SCEPLM site.
- 7. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the SCESTUD2 site as follows:
  - a. Approve an estimated total project budget of \$374,000.
  - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the SCESTUD2 site.
  - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
  - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be



awarded within the approved total project budget for the SCESTUD2 site.

8. As it relates to Recommended Items 2-7, delegate authority to the Executive Director:
  - a. To make the determination that a bid is nonresponsive and to reject a bid on that basis.
  - b. To waive inconsequential and non-material deficiencies in bids submitted.
  - c. To determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible Bidder has timely prepared a satisfactory baseline construction schedule and satisfied all the conditions for contract award.
  - d. To take all other actions necessary and appropriate to deliver the projects.
9. Delegate authority to the Executive Director for all the construction contracts resulting from these actions to:
  - a. Approve and process amendments for changes in work at each project site, provided they are approved as to form by Counsel to the Authority, up to the maximum amount of \$25,000, plus 5% of the amount of the original contract amount in excess of \$250,000 per site. The Executive Director will report back to your Board monthly regarding what Amendments, if any, were approved and executed by the Executive Director in the prior month.
  - b. Authorize the issuance of one or more Notices to Proceed for the proposed work for each respective contract.

Agenda Item K

**IX. MISCELLANEOUS – NONE**

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

**XI. CLOSED SESSION REPORT - NONE**



**XII. ADJOURNMENT AND NEXT MEETING:**

Thursday, November 7, 2019, at 9:00 a.m., at the Los Angeles County Sheriff's Department, Scientific Services Bureau, Hertzberg-Davis Forensic Science Center, 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.

Parking passes for attendees of the LA-RICS Joint Powers Authority Board Meeting can be obtained at the main entrance office of the Hertzberg Davis Forensic Science Center, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.

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

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

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



# **BOARD OF DIRECTORS MEETING / SPECIAL MINUTES**

**LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

Thursday, August 1, 2019 • 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

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**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.

**Alternates For Board Members Present:**

**Thomas Ewald**, Special Services Deputy Chief, County of Los Angeles Fire Dept.  
**Mark Glatt**, Chief, Los Angeles County Sheriff's Dept.  
**Louis Perez**, Deputy Chief, City of Inglewood Police Dept.  
**David Povero**, Captain, City of Covina Police Dept.

**Officers Present:**

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

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**Absent:**

**Joe Ortiz**, Chief of Police, City of South Pasadena Police Dept.  
**Chris Nunley**, Chief of Police, City of Signal Hill Police Dept.  
**Sachi Hamai**, CEO, County of Los Angeles

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

**I. CALL TO ORDER**

Alternate Chair, Mark Glatt called the Regular and Special Meetings of the Board to order concurrently at 9:01 a.m.

**II. ANNOUNCE QUORUM – Roll Call**

Alternate Chair, Glatt asked for a roll call and acknowledged a quorum was present.

**III. APPROVAL OF MINUTES (A)**

**A. July 11, 2019 – Regular Meeting Minutes**

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

There were none.

Board Member Mark Alexander and Chris Donovan abstained from voting because they were not present at the last Board meeting.

Board Member Cathy Chidester motioned first, seconded by Alternate Chair Mark Glatt.

Ayes 6: Alexander, Chidester, Donovan, Glatt, Perez, and Povero.

**MOTION APPROVED**

**IV. PUBLIC COMMENTS – NONE**

**V. CONSENT CALENDAR – NONE**

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

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

Executive Director Scott Edson acknowledged and introduced Project Director Art Vanags and Project Manager Jeff Pugay briefing the Board on the management changes made at Motorola. Executive Director Edson provided them an opportunity to introduce themselves. Project Director Vanags stated he is looking forward to working with Executive Director Edson and the extended team. Mr. Vanags stated he has been involved for over a year on the Long Term Evolution (LTE) side and looks



forward to having the opportunity to contribute and drive this project to closure. Project Manager Pugay stated he has been on the Land Mobile Radio (LMR) project since 2013 and along the way helped with the LTE project. His background is space wireless and working on public safety systems in New York, Houston, and now Los Angeles and looks forward to helping put the LA-RICS system in place. Executive Director Edson stated we look forward to Jeff's experience and now Art who brings a fresh look at the program.

Executive Director Edson reminded the Board of the likely need of a special meeting or two over the rest of this summer and stated we already queried you about a special meeting in two weeks, please look for the email. The Broadband Technology Opportunities Program (BTOP) grant is what drives this program and the deadline is quickly approaching for us to build the LTE sites, matter-of-fact we will pull (Agenda Item K) where we ask you to approve us moving forward to construct LTE 2 sites but internally we have not quite finished reviewing the site drawings as planned.

LA-RICS staff is working in excess of 100% and we had to adjust some priorities based on grant deadlines, budget and bureaucracy, and will have to hold a special meeting in a couple weeks for (Agenda Item K). We will add anything else to that meeting that will help both the program and impact to your work schedules.

Executive Director also stated the State Homeland Security Grant Program (SHSGP) audit, which I reported last meeting is ongoing and you should expect a report in October. We received a fully executed copy of Urban Area Security Initiative (UASI) 18 sub recipient agreement from the Mayors' office on Tuesday, July 30, 2019, and are underway on issuing notices to proceed for LMR work falling under this grant.

The Regional Interoperable Communications Operations and Technical Working Group met on July 24, 2019, which included Long Beach, Interagency Communication Interoperability System (ICI), City of Los Angeles, and LA-RICS to discuss next steps to ensure integration of regional communication systems. LA-RICS will host a meeting on August 7, 2019, at 10 a.m. at LA-RICS HQ to discuss Inter-Radio Frequency Subsystem Interface (ISSI), talk groups, system capabilities by organization, subscriber capabilities and connection points. Everyone is welcome to attend.

Board Member Chris Donovan requested Executive Director Edson /staff send specifics on the meeting date.

Executive Director Edson stated we are scheduled to submit our first Coastal Development Plan application for coastal sites in the LMR program under Regional Planning's new checklist, this coming Monday, August 5, 2019, for site Black Jack Mountain (BJM), located on Catalina Island. The team has been working closely with



Motorola to ensure every item in the detailed checklist is appropriately captured and addressed, something Department of Regional Planning (DRP) has stated is crucial in ensuring a smooth review process. We would be submitting more applications; however, one of the items on the checklist is to include a title report, which takes time to obtain, so we are pursuing their approval to continue while in parallel pursuing the title report.

We had a successful bidder's conference on July 31, 2019, for our Cell-On-Light-Trucks (CoLT) procurement. Bids are due August 22, 2019, at 3 p.m. The Los Angeles County Sheriff's Department (LASD) has provided the commitment required by the grantor they will operate and maintain the CoLT, once procured and will work with Los Angeles County Fire to house the vehicle(s) for the region.

Executive Director Edson stated Agenda Item H is an amendment reflecting a change in scope for LTE2 to include environmental monitoring. In Agenda Item I, we seek a change in scope to LMR to reconcile 2 sites and Channel 15 and 16 interference mitigation, and Agenda Item J is seeking delegated authority to negotiate final agreements to many LTE2 and LMR sites.

Lastly, on the special meeting agenda, we have one additional LMR site for your approval at Universal Studios. Let me say it was a long and difficult road to get to this point on this Universal site, and our team never gave up because they recognized the location is just too important to public safety and those we protect.

Board Member Mark Alexander asked if the special meeting in two weeks is only to address Agenda Item K or is there other items. Executive Director Edson stated as of right now only Agenda Item K. Board Member Mark Alexander asked if substantive differences from what is on the agenda today will be considered in two weeks and asked if the Board could delegate a sub-committee to approve. Executive Director Edson deferred to Project Manager Delfino who stated he does not oppose a sub-committee to approve the design. After discussing scenarios on how to proceed with approving Agenda Item K, the Board agreed to consider hearing the item today and addressing any issues via amendment to the recommended actions.

This concludes the Director's Report.

There was no further discussion.

### **C. Project Manager's Report – Justin Delfino**

Project Manager Justin Delfino presented Construction/Implementation Update utilizing a color-coded map by category of the LTE sites. His presentation is attached as Attachment A.1 to the minutes.



This concludes the Project Manager's Report.

There was no further discussion.

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

**E. Finance Committee Report – No Report**

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

**F. Technical Presentation: System Capacity**

LMR System Manager Steve Page presented Technical Discussion of System Capacity and shared the information attached as Attachment A.2 to these minutes.

Board Members Alexander and Chidester stated they appreciate the presentation and it was very helpful.

Alternate Chair Glatt asked what the system capacity is. LMR System Manager Page stated it depends on the number of dedicated radios and talk groups we can have and I do not have the number but will provide those numbers later. There is a specific number based on how we allocate the talk groups per site, per cell, and per user group. Board Member Donovan stated given the number of talk groups' capability using your algorithm you can have your normal system usage for day-to-day operations and then have an event take place; an earthquake or a major brush fire, is the system designed to have the capability to support both day-to-day and those one off major emergencies. LMR System Manager Page stated yes and the initial Request for Qualifications (RFQ) bid, which went out stated you have to have surge capacity upwards of 25%, of normal capacity. The system was designed for capacity when we had everyone as members, such as Los Angeles Police Department (LAPD), ICI, and other agencies, is when the capacity was designed. The initial capacity and surge capacity was based on all of the data the bidders were given plus 25%. Board Member Donovan stated in addition, there is a concept of the system of systems in which we all tie in and talk together, even if it were maxed out there is a potential of using ISSI process then we can share resources from a system to systems capability. LMR System Manager Page stated this is where the Joint Technical and Operations Committee will come together and determined how it will look because there are other systems. For example the Long Beach system; are we going to overload them, what are the potentials issues we are going to have, and the first discussion we are having on this whole coordinated effort will take place on August 7, 2019. Board Member Donovan stated for the Board's understanding the meeting is very important process needed as we maintain interoperability between various systems within the region.



Executive Director Edson stated we anticipate most of the systems, such as Long Beach and ICI cannot afford LA-RICS subscribers to roam on their system and there may be some designated mutual-aid channels, which come from our side. We have the capacity to allow other users to roam because the system was designed for a huge capacity; we have available capacity for other agencies to roam on our system more so than they do for us to roam on theirs. Alternate Chair Glatt asked at some point he would like to see a capacity map by site, region, and talk group, there is edge capacity versus system capacity, which means there is an overlap of coverage. For purposes of management in the future to predict usage and when we deal with usage for disasters, for an example, an active shooter situation can overwhelm the site. Executive Director Edson stated most of that will be possible after a fleet mapping exercise, which will be soon.

There was no further discussion.

#### **G. Outreach Update**

Executive Assistant Wendy Stallworth-Tait presented Agenda Item G and stated the reporting window for outreach was a couple weeks and consisted of two meetings with AT&T; meetings and conference calls with representatives from Los Angeles County Department of Health Services, Claremont, Covina, Inglewood, San Fernando and Signal Hill to discuss Round 2 PSBN / LTE2 technical logistics and LMR system updates. Executive Director Edson and Administrative Deputy Susy Orellana-Curtiss met with Motorola Solutions, Inc. (Motorola) Leadership to discuss construction timelines and schedules. Lastly, the next edition of the Newsletter is scheduled to be released later this month.

Lieutenant Yokoyama provided an update on Education and Outreach and System Update Report and stated on July 11, 2019, we conducted a follow up site visit with Claremont Police Department regarding LMR programming needs, and conducted field testing at two locations for in-building coverage performance. No issues were discovered as we continue to assist them with their communication needs.

Our efforts of education and outreach to the Covina Police Department continued on July 8, 2019, as we corresponded regarding the Authority's communications services and the agency's needs.

Throughout the month of July, we closely monitored the progress of Motorola as it continued work on optimization of the downtown cell for Ultra High Frequency (UHF). We believe the downtown UHF and 700 cell will be activated concurrently in the coming week, which will allow the Education and Outreach Team to start testing



areas of the Rose Parade, downtown Los Angeles, and the north end of the City of Inglewood for LMR coverage.

On July 23, 2019, we conducted a conference call with the San Fernando Police Department to discuss LMR and interoperability needs.

With the respect to Signal Hill Police Department on July 8, 2019, the Education and Outreach Team members programmed portable radios and assisted in the installation of console equipment with follow up testing and programming of radios occurring on July 13<sup>th</sup> and 15<sup>th</sup>. No issues were discovered as we continue to assist them with their communication needs.

Lastly, members of the Education and Outreach Team met with the Los Angeles County Department of Health Services (LADHS) and agreed to move forward with a functional test with 20 radios and a Console. The allotment of programmed LA-RICS radios were delivered on July 24, 2019, as efforts to finalize Console VPN connectivity continue before installation.

There was no further discussion.

## **VIII. ADMINISTRATIVE MATTERS (H-K)**

### **H. APPROVE AMENDMENT NO. 38 FOR AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM PUBLIC SAFETY BROADBAND NETWORK**

Contracts Manager Jeanette Arismendez presented Agenda Item H and recommended the Board take the following action:

1. Approve and delegate authority to the Executive Director to execute Amendment No. 38, in substantially similar form to the amendment enclosed with the Board Letter, which revises the Agreement to reflect the following:
  - a. Increase the scope of PSBN Round 2 work to include As-Needed Environmental Monitoring and Compliance Reporting Services for up to 26 PSBN Round 2 Sites for a cost increase not-to-exceed \$90,000.
  - b. Increase the Maximum Contract Sum by \$90,000 from \$138,631,829 to \$138,721,829.
2. Delegate Authority to the Executive Director to issue one or more Notices to Proceed (NTP) to perform the work contemplated in Amendment No. 38.



Board Member Chris Donovan motioned first, seconded by Board Member Mark Alexander.

Board Member Alexander asked the source for funding for this item. Contracts Manager Arismendez stated BTOP grant funded.

Ayes 7: Alexander, Chidester, Donovan, Ewald, Glatt, Perez, and Povero.

**MOTION APPROVED**

**I. APPROVE AMENDMENT NO. 40 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM**

Contracts Manager Arismendez presented Agenda Item I and recommended the Board take the following action:

1. Approve Amendment No. 40 to Agreement No. LA-RICS 007 for a LMR System which revises the Agreement to reflect the following:
  - a. Reconciliation to remove two (2) LMR System Sites Lower Encinal Pump Station (LEPS) and Winding Way (WWY) along with reconciling the NMDN Subsystem to align with the updated LMR System Design for a net cost decrease in the amount of \$2,053,456.
  - b. Inclusion of the scope for Channel 15 and Channel 16 Interference Mitigation for a cost increase in the amount of \$803,207.
  - c. Make changes necessary to incorporate LMR Change Order Modifications for a cost decrease in the amount of \$10,920.
2. Authorize a decrease to the Maximum Contract Sum in the amount \$1,261,169 from \$297,531,858 to \$296,270,689 when taking the cost increases and decreases into consideration.
3. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 40.
4. Delegate authority to the Executive Director or his designee to execute Amendment No. 40, in substantially similar form, to the Amendment enclosed with the Board Letter.



Alternate Chair Glatt asked why two sites were being dropped. Contracts Manager Arismendez stated the sites being dropped (LEPS and WWY) are no longer considered in the final design. Contracts Manager Arismendez informed the Board the team prepared an analysis and confirmed there is no impact to coverage with the dropping these sites.

Board Member Cathy Chidester motioned first, seconded by Alternate Member Thomas Ewald.

Ayes 7: Alexander, Chidester, Donovan, Ewald, Glatt, Perez, and Povero.

### **MOTION APPROVED**

Board Member Donovan stated in regards to item 1, does approval of this item allow you an opportunity to focus on Channel 15 and 16 litigation efforts. Executive Director Edson stated yes. Board Member Donovan stated and the new Motorola partners understand the importance of Channel 15 and 16. Executive Director Edson stated yes.

### **J. DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE AGREEMENT FOR LAND MOBILE RADIO AND LONG TERM EVOLUTION ROUND 2 SYSTEM SITES**

Executive Assistant Wendy Stallworth-Tait presented Agenda Item J and recommended the Board take the following action:

1. Find the approval and execution of the Telecommunication Ground Lease with CDPR for the Baldwin Hills (BHS) site which would allow construction, implementation, operation and maintenance of the LMR System infrastructure at this site is within the scope of the activities previously authorized at this site on December 12, 2016, which your Board previously found statutorily exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System (LA-RICS) project, and that leased circuit work that may occur outside of Site BHS needed to provide network connectivity to the LMR System sites, is categorically exempt under CEQA pursuant to CEQA Guidelines Sections 15301, 15303 and 15304 for the reasons stated in this letter and as noted in the record of the LMR project, and the determination that these activities are exempt from CEQA remains unchanged.
2. Find the approval and execution of the Telecommunication Ground Lease with CDPR for the Green Mountain (GRM) site, and the Site Access Agreement (SAA)



- with Sanitations Districts of Los Angeles County for the Rio Hondo (RIH) site are (a) within the scope of the Final Environmental Impact Report (EIR) prepared for the LA-RICS LMR System, which was previously certified by your Board under CEQA on March 29, 2016; (b) that the environmental findings and Mitigation Monitoring Program previously adopted by your Board are applicable to the currently recommended actions; (c) there are no changes to the project at these sites or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.
3. Find the approval and execution of the SAA for Rancho Palos Verdes Tee (RPVT) with the County of Los Angeles which would allow the construction, implementation, operation and maintenance of the LMR System at this site are within the scope of activities previously authorized on July 11, 2019, which your Board found categorically exempt from CEQA pursuant to 14 Cal. Code Regs §§15303 and 15304 for the reasons stated in this Board Letter and as noted in the record of the LMR project and the determination that these activities are exempt from CEQA remains unchanged.
  4. Find the approval and execution of the SAA with Michael and Pamela Thomsen for the THOMSEN site; and the SAAs with Cities of Inglewood and Irwindale for the IGPD and IRWDPD sites, respectively, to allow for the construction, implementation, operation and maintenance of the LTE2 System infrastructure are incorporated into the FirstNet National Public Safety Broadband Network (NPSBN) at these sites are within the scope of activities previously authorized on January 24, 2019, which your Board found categorically exempt from CEQA pursuant to 14 Cal. Code Regs. § 15301, 15303, 15304, and/or 15332 for the reasons stated in this Board Letter and as noted in the record of the LTE2 project, and the determination that these activities are exempt from CEQA remains unchanged.
  5. Find the approval of the SAA resulting from the Term Sheet for the Scholl Canyon (SCHCYN) site and resulting negotiations and execution of a resulting SAA with the County of Los Angeles, Sanitation Districts of Los Angeles County and any other entity that may be needed for SCHCYN to allow for the construction, implementation, operation and maintenance of the LTE2 System infrastructure at this site, are within the scope of activities previously authorized on July 11, 2019, which your Board found categorically exempt from CEQA pursuant to 14 Cal. Code Regs §§15303, 15304 and 15332 for the reasons stated in this Board Letter and as noted in the record of the LTE2 project, and the determination that these activities are exempt from CEQA remains unchanged.



6. Authorize the Executive Director to finalize and execute the eight (8) real estate agreements identified herein, substantially similar in form to the agreements attached hereto.

Board Member Alexander asked if SCHCYN is located in Glendale. Executive Assistant Stallworth-Tait stated yes. Board Member Chidester asked if THOMSEN is a privately owned site and if we have any other agreements that are privately owned. Executive Assistant Stallworth-Tait stated yes. Board Member Donovan asked if RPVT is the golf course. Executive Director Edson stated yes.

Board Member Mark Alexander motioned first, seconded by Board Member Chris Donovan.

Ayes 7: Alexander, Chidester, Donovan, Ewald, Glatt, Perez, and Povero.

#### **MOTION APPROVED**

#### **K. APPROVE LIST OF PREQUALIFIED BIDDERS FROM RFSQ FOR LA-RICS AUTHORITY'S TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALLATION PROJECT, ADOPT, ADVERTISE, AND AWARD TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALL WORK AT SEVEN (7) LA-RICS SITES, APPROVE PROJECT BUDGETS**

Executive Director Edson requested this item be continued to a Special Board Meeting to be held in mid-August. Board Member Alexander asked Executive Director Edson if the item that was going to be presented at the forthcoming Special Board Meeting was substantially similar to the item before the Board, to which Executive Director Edson confirmed that was the case. Board Member Alexander proceeded to inquire if it was possible for the Board to approve the item with an amended motion. Counsel to the Authority Roberto Saldana informed the Board the item could be approved with an amended motion.

In light of the Board's recommendation to proceed with the item, Contracts Manager Arismendez requested the Board to approve each recommended action and Counsel to the Authority Saldana will read into the record the amendment to recommendation Nos. 3 through 9, in particular item b revising the recommended action to read "delegate authority to the Executive Director to adopt plans and specifications substantially similar to those that are currently on file with the LA-RICS Authority."

Board Member Alexander asked if project budgets can substantially change. Contracts Manager Arismendez stated the project team does not envision a substantial change to the designs to cause an increase. Further, Contracts Manager Arismendez informed the Board that there was a 10% not-to-exceed contingency for

each site to account for any potential modifications that may be required. Contracts Manager further referred the Board to Item No. 11, which requests to delegate authority to the Executive Director for certain adjustments in the event a modification is required that is in addition to the contingency amount.. Board Member Donovan asked if the not-to-exceed 10% contingency for Item No. 3 (AZUCYN) hits the threshold but Item No. 4 (IGPD) goes over the mark; could the funding be shifted to support the overage of one site. Counsel to the Authority Saldana stated we would have return to the Board to shift monies from one site to another as the request before the Board is specific to the recommended actions on each item.

Contracts Manager Arismendez proceeded to present Agenda Item K, which contemplated the revised motions, and recommended the Board take the following actions:

1. Making the following finding:
  - a. Find the adoption, advertising and award of construction, implantation, and installation work at the seven (7) sites, Azusa Canyon (AZUCYN), Inglewood Police Station (IGPD), Irwindale Police Department (IRWDPD), Monte Vista Star Center 2 (MVS2), Port of Long Beach Harbor Plaza (POLB1), Thomsen Communication Site (THOMSEN), and UCLA Factor Building 2 (UCLA2, as identified in Enclosure 1,) are within the scope of the activities your Board previously found categorically exempt from review on January 24, 2019 under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline sections 15301, 15303, 15304, and/or 15332, for the reasons set forth in this letter and as noted in the record of the project, and the determination that these activities are exempt from CEQA remains unchanged.
2. Approve the enclosed list of Prequalified Bidders (Enclosure 2) resulting from the Request for Statement of Qualifications (RFSQ) solicitation which will allow these Bidders to respond to Invitation for Bids (IFBs) for the work at these sites.
3. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the AZUCYN site as follows:
  - a. Approve an estimated total project budget of \$412,000.
  - b. Adopt plans and specifications substantially similar to those that are currently on file with the LA- RICS Authority for the construction of the AZUCYN site.
  - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.



- d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the apparent lowest responsive and responsible Bidder, if the low bid can be awarded within the approved total project budget for this site.
4. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the IGPD site as follows:
  - a. Approve an estimated total project budget of \$312,000.
  - b. Adopt plans and specifications substantially similar to those that are currently on file with the LA-RICS Authority for the construction of the IGPD site.
  - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
  - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the IGPD site.
5. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the IRWDPD site as follows:
  - a. Approve an estimated total project budget of \$412,000.
  - b. Adopt plans and specifications substantially similar to those that are currently on file with the LA-RICS Authority for the construction of the IRWDPD site.
  - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
  - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the IRWDPD site.
6. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the MVS2 site as follows:
  - a. Approve an estimated total project budget of \$305,000.
  - b. Adopt plans and specifications substantially similar to those that are currently on file with the LA-RICS Authority for the construction of the MVS2 site.



- c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
  - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the MVS2 site.
- 7. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the POLB1 site as follows:
  - a. Approve an estimated total project budget of \$305,000.
  - b. Adopt plans and specifications substantially similar to those that are currently on file with the LA-RICS Authority for the construction of the POLB1 site.
  - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
  - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the POLB1 site.
- 8. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the THOMSEN site as follows:
  - a. Approve an estimated total project budget of \$412,000.
  - b. Adopt plans and specifications substantially similar to those that are currently on file with the LA-RICS Authority for the construction of the THOMSEN site.
  - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
  - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the THOMSEN site.



9. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the UCLA2 site as follows:
  - a. Approve an estimated total project budget of \$343,000.
  - b. Adopt plans and specifications substantially similar to those that are currently on file with the LA-RICS Authority for the construction of the UCLA2 site.
  - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
  - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the UCLA2 site.
10. As it relates to Recommended Items 3-9, delegate authority to the Executive Director:
  - a. To make the determination that a bid is nonresponsive and to reject a bid on that basis.
  - b. To waive inconsequential and non-material deficiencies in bids submitted.
  - c. To determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible Bidder has timely prepared a satisfactory baseline construction schedule and satisfied all the conditions for contract award.
  - d. To take all other actions necessary and appropriate to deliver the projects.
11. Delegate authority to the Executive Director for all the construction contracts resulting from these actions to:
  - a. Approve and process amendments for changes in work at each project site, provided they are approved as to form by Counsel to the Authority, up to the maximum amount of \$25,000, plus 5% of the amount of the original contract amount in excess of \$250,000 per site. The Executive Director will report back to your Board monthly regarding what Amendments, if any, were approved and executed by the Executive Director in the prior month.
  - b. Authorize the issuance of one or more Notices to Proceed for the proposed work for each respective contract.





Alternate Chair Glatt stated approval for Item b will be the same for all of the recommended actions. Counsel Saldana stated yes for Items No. 3 through 9.

Board Member Mark Alexander motioned first, seconded by Board Member Donovan.

Ayes 7: Alexander, Chidester, Donovan, Ewald, Glatt, Perez, and Povero.

### **MOTION APPROVED**

Alternate Chair Glatt stated the next item for approval is located on the Special Meeting Agenda as Administrative Matters Item A.

#### **A. DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AGREEMENTS FOR A LAND MOBILE SYSTEM SITE**

Executive Assistant Wendy Stallworth-Tait presented Special Meeting Agenda Item A and recommended the Board take the following action:

1. Find that the design, construction, implementation, operation and maintenance of LMR System infrastructure at the Universal City Plaza location of Site Universal (UNIV), and the approval and execution of the SAA with Tyjade Ranch, LLC for the Universal City Plaza location of Site UNIV, which would allow the construction, implementation, operation and maintenance of the LMR System at this location, are within the scope of activities previously authorized on December 12, 2016, which your Board found categorically exempt from CEQA pursuant to CEQA Guidelines Sections 15301, 15303 and 15304 for the reasons stated in this Board Letter and as noted in the record of the project, and that determination that these activities are exempt from CEQA remains unchanged.
2. Find that the design, construction, implementation, operation and maintenance of LMR System infrastructure at the Universal Studios CityWalk location of Site UNIV, and the approval and execution of the SAA with CityWalk for the Universal Studios CityWalk location of Site UNIV, which would allow the construction, implementation, operation and maintenance of the LMR System at this location, are categorically exempt from review under CEQA pursuant to CEQA Guidelines Sections 15301, 15303 and 15304 for the reasons stated in this Board Letter and as noted in the record of the project.
3. Authorize the Executive Director to finalize and execute SAAs with Tyjade Ranch, LLC and CityWalk, substantially similar in form to the agreements enclosed hereto.

Board Member Mark Alexander motioned first, seconded by Board Member Donovan.



Ayes 7: Alexander, Chidester, Donovan, Ewald, Glatt, Perez, and Povero.

**MOTION APPROVED**

**IX. MISCELLANEOUS – NONE**

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

Board Member Alexander stated if we need to have a Special Meeting because of deadlines, he is open to meeting. Executive Director stated at this point there is no need for a special meeting in two weeks but if anything changes, we will let you know.

Board Member Chidester stated at the UASI meeting, the question was raised if LA-RICS plans to request future grant funding from UASI and wanted to know if we have discussed a need for a request for additional funding. Executive Director Edson stated we are within budget on the program and I believe all of the radio systems/agencies in the area may have needs that may arise requiring a request for funding and we would entertain seeking additional funding for that purpose.

**XI. CLOSED SESSION REPORT - NONE**

**XII. ADJOURNMENT and NEXT MEETING:**

Thursday, September 5, 2019, 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.



# Los Angeles Regional Interoperable Communications System



## Construction/Implementation Update August 1, 2019



***“Purpose:*** To engage in regional and cooperative planning and coordination of government services to establish a wide-area interoperability public safety communications network.”

**AGENDA ITEM A.1**

# LTE Round 2 Highlights

## FIRST 13

- David Evans has completed 75% CD's, and specifications which are under review currently.
- Motorola has received a Notice to Proceed for the purchase of LTE Round 2 Equipment.
- Working closely with SCE and AT&T for the SCE (6) sites to upconvert to 75% CD's.
- Planning for construction starts Oct. 2019.
- Current focus 13 sites under construction Fall 2019

## SAA's

- Agenda Item J.  
SCHCYN, IGPD, IRWDPD, THOMSEN

# LMR Highlights

## BUILDING PERMITS

- USFS sites (10) under review at LA County DPW
- MIR Tower Permit (Forecast Mid August)

## CONSTRUCTION SUMMARY

- (29) out of (58) sites: 50% completed to date
- ACTIVE Construction (6): MIR, BKK, OAT, DPW038, AGH, INDWT.
- Next to Start:

August 2019 Starts	September 2019 Starts	October 2019 Starts
UCLA	LACFDEL	RHT
BHS	RIH	UNIV
		RPVT
		(USFS)

**AGENDA ITEM A.1**

# LMR Highlights (Cont.)

## USFS SITES

- Anticipating feedback from USFS today.

## COASTAL SITES

- On track for first two submissions BJM and LACF072.  
Planning the submission of all packages to Regional Planning within the month of August 2019.

## SAA's

- Agenda Item J.  
BHS, GRM, UNIV, RIH, RPVT

Outstanding: (3) Catalina sites, SPH, (13) USFS sites

# LMR Highlights (Cont.)

## Current Focus:

- UASI 18 Equipment Order
- Agenda Item I. Amendment # 40 Ch.15 Change Order
- Reconciliation of open RFQ's of Note, RFQ# 0040, dated 5/10/19.
- IMS received from MSI data date 6/22/19. Superseded by a schedule re-tooling effort which started 7/16/2019.

MSI has made significant leadership changes. Jeff Pugay is now LMR Program Manager and Art Vanags is Program Director. MSI is also staffing additional construction management positions effective immediately.

# LMR Highlights (Cont.)

## Current Focus:

- UASI LA/ LA Regional Interoperability Projects Inter-System Logistics Operations & Technical Working Group Meeting will be hosted at LA-RICS Headquarters on August 7<sup>th</sup> 2019 10am-1pm



# Los Angeles Regional Interoperable Communications System



## Construction/Implementation Update August 1, 2019

**“Purpose:** To engage in regional and cooperative planning and coordination of government services to establish a wide-area interoperability public safety communications network.”

**AGENDA ITEM A.1**

# Los Angeles Regional Interoperable Communications System



## Technical Discussion of System Capacity August 1, 2019



**“Purpose:** To engage in regional and cooperative planning and coordination of government services to establish a wide-area interoperability public safety communications network.”

**AGENDA ITEM A.2**



# How Do We Determine Channel Loading?

## Dr. Agner Erlang and Queuing Theory

- Lots of things use queues
- The 'dimensionless' unit known as the Erlang
- There are 3600 seconds in each hour
- Some older radios can use 3600
- Our system can support 7200 (by dividing digitally) with new radios

### We Didn't Make This Up!

- These calculations apply to everything from freeways to infomercial call centers
- It can even apply to the doors to this room
- The data used in the algorithm came from historical data provided in the Confidential Supplement and real-time data from similar systems throughout the Country



Dr. A.K Erlang

# What Information Was Used?

## Information Per Talkgroup/Channel:

- Daily Average radios on per hour
- Daily Peak radios on per hour
- Daily Average PTTs per hour
- Daily Peak PTTs per hour
- Total Airtime per year (in seconds)
- Total PTTs per year

## This Gives Us:

- Average PTTs per radio per hour
- Peak PTTs per radio per hour
- Average PTT duration in seconds
- Peak PTT duration in seconds

# The Technical Stuff

## Time To Crunch Numbers:

$$P_B(A, N) = \frac{\frac{A^N}{N!} \times \frac{N}{N-A}}{\sum_{K=0}^{N-1} \frac{A^K}{K!} + \frac{A^N}{N!} \times \frac{N}{N-A}}$$

- Basically, the probability of blocking ( $P_B$ ) is a function of the system loading in Erlangs ( $A$ ), the number of channels ( $N$ ) combined in a fourth-dimensional calculation.
- Which leads us to the next calculation, which in our world is the more important number: The Grade of Service

# More Math: The Grade of Service

The GOS is defined as the percentage of calls which may experience a queuing event (system busy):

$$GOS = P(W > W_0) = P_D e^{\left[-\frac{(N-A)W_0}{H}\right]}$$

- GOS is the percentage of time where the Probability of a busy signal ( $P$ ) is when the wait time ( $W$ ) is greater than wait time of zero ( $W_0$ ).
- We are looking for a GOS of 1%, which means that in the worst case scenario, 1% of calls will be entered into the queue and have to wait for a voice channel

# More Bang For The Buck

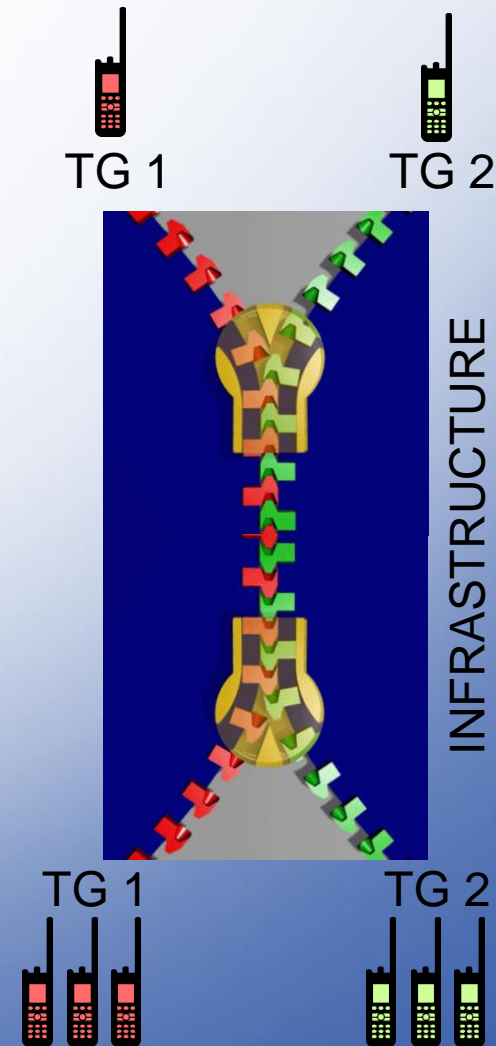
## New Radios have Phase 2, or TDMA, capabilities

- What does that mean to us?
- Two conversations simultaneously on one channel
- Less hardware = Less cost, more efficiency
- Fulfills the FCC requirements for spectral efficiency
- How does it work? I'm glad you asked

# How Does TDMA/Phase 2 work?

## Two talkgroups share one RF Channel

- Red – Talkgroup 1
- Green – Talkgroup 2
- Both are timed to merge in the system where they share one RF channel
- Each frame is 30 mSec long
- The subscriber unit interprets which frame/TG to which it listens
- This happens without user intervention



# T-Band vs. 700 MHz

## The two subsystems have different capacities

- Existing T-Band hardware in the field
  - ASTRO25 Family– primarily UHF T-Band – Phase 1 only
  - APX Family – UHF & 700 MHz. Capable subscribers – Phase 2 capable
- T-Band has more channels because of subscribers with no Phase 2 capability
- T-Band can operate in Phase 2, but is backwards compatible
- All Talkgroups on 700 sites are Phase 2 only

24 South 700	1	2/1	3/1	4/1	5/1	6/1	7/1	8/1
24 South 700								
Busy: none								
	Control Channel	2/2	3/2	4/2	5/2	6/2	7/2	8/2

# Controlling Access

## System Managers Control What Goes Where

- Talkgroup Site Access Control
  - County-Wide Talkgroups
  - Regional Talkgroups
  - Mutual Aid/All User Talkgroups – Clear and Secure
- ISSI Talkgroups
  - Same Site Access profiles as regular talkgroups
  - Restrictions for loading control



# Talkgroup Site Access Profiles

## Provisioning Manager Controls Talkgroups

- Profiles

TG	AGENCY A TG 1	AGENCY A TG 2	AGENCY A TG 3	AGENCY B TG 1	AGENCY B TG 2	AGENCY B TG 3	M/A TG 1	M/A TG 2	M/A TG 3
DT 700	X	X	X				X	X	X
SG 700	X	X	X				X	X	X
N 700			X				X	X	X
E 700			X				X	X	X
S 700			X	X	X	X	X	X	X
W 700			X	X	X	X	X	X	X
ANF/ND 700			X				X	X	X
IS N 700							X	X	X
IS W 700							X	X	X
CAT 700							X	X	X
BUR1 700							X	X	X
DPW38 700							X	X	X
FRP 700							X	X	X
GMT 700							X	X	X
JPk2 700							X	X	X
MML 700							X	X	X
PMT 700							X	X	X

# Los Angeles Regional Interoperable Communications System



## Questions

**“Purpose:** To engage in regional and cooperative planning and coordination of government services to establish a wide-area interoperability public safety communications network.”

**AGENDA ITEM A.2**

## Executive Summary

October 3, 2019

### LTE Update

- PSBN Round 1 site assignment agreements are nearing completion between AT&T and LA-RICS legal counsel. AT&T is conducting field work to upgrade sites for integration into AT&T network operating center.
- PSBN Round 2 SCE sites are advancing to 75% CD. The first several Round 2 sites are completed and issued for bid. The next group of six (6) SCE sites are expected to go out for bid in October 2019. The environmental team has submitted the Fourth Supplemental Environmental Assessment (SEA) to NTIA, a finding of no significant impact (FONSI) is expected by the end of September 2019. There are five (5) total SEA's planned for the Program, the fifth SEA is planned to be submitted for review at the end of September 2019. Site Access Agreements (SAA) have been transmitted to landlords for the first 15 sites, many of which have been executed while SAA's for other sites are still under negotiation between LA-RICS, FirstNet/ATT and the respective land owners.

### LMR Update

- Zoning Drawing – 11 Sites are at ZD level.
- 50% Construction Drawings – 0 Site is at 50% level.
- 75% Construction Drawings – 3 Sites are at 75%.
- 100% Construction Drawings – 10 site is at 100% level.
- Building Permit Received – 31 Sites to date.
- Sites Eligible to Construct: (Includes Completed Sites, Sites under Construction and/or Equipment Installs and Locations).

- |   |   |
|---|---|
| 1. APC – Junction of I-105 and I-405            | 16. PHN – Puente Hills                  |
| 2. BMT – Angeles, overlooking CA-138 and I-5    | 17. PLM – Palmdale                      |
| 3. CCB – Compton                                | 18. SDW – San Dimas Water Tank          |
| 4. CCT – Downtown                               | 19. TPK – Gorman                        |
| 5. CLM – Claremont                              | 20. VPK – Verdugo Peak – Glendale       |
| 6. FCCF – 1320 Eastern Ave                      | 21. SGH – Signal Hill                   |
| 7. HPK – Northern Angeles,                      | 22. MIR – Mirador                       |
| 8. LAN – Lancaster Sherriff Station             | 23. BKK - West Covina                   |
| 9. LDWP243 – Junction of I-5 and CA-14          | 24. OAT – Nike                          |
| 10. LASDTEM – Temple City                       | 25. AGH – Agoura Hills                  |
| 11. LA-RICS HQ, - Monterey Park                 | 26. INDWT – Industry Water Tank         |
| 12. MLM – Mira Loma Detention Center            | 27. BHS – Baldwin Hills                 |
| 13. MMC – Palmdale – Sierra Pelona Mountain Way | 28. RIH – Rio Hondo                     |
| 14. MVS – Whittier                              | 29. CRN – Cerro Negro                   |
| 15. ONK – Oat Nike                              | 30. POM – Pomona Courthouse             |
|   | 31. DPW038 – Water Works Substation 038 |

LA-RICS GRANT STATUS					
Grant	Award	Costs Incurred/NTP Issued	Invoiced / Paid	Remaining Balance	Performance Period
UASI 12	\$18,263,579	\$18,263,579	\$18,263,579	\$-	3/31/17
UASI 13	\$13,744,067	\$13,744,067	\$13,744,067	\$-	3/31/18
UASI 14	\$4,997,544	\$4,997,544	\$4,997,544	\$-	7/31/17
UASI 16	\$5,240,455	\$5,240,455	\$5,240,455	\$-	5/31/19
UASI 17	\$34,763,750	\$32,300,697	\$16,663,643	\$18,100,107	5/31/20
UASI 18	\$35,000,030	\$27,429,359	\$-	\$-	5/31/21
UASI 19	\$35,000,000	\$7,430,051	\$-	\$-	Not yet awarded
BTOP	\$154,640,000	\$124,548,822	\$123,148,525	\$31,491,475	9/30/20



# Los Angeles Regional Interoperable Communications System

## PROJECT DESCRIPTION

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

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

Design, construction, and deployment of a County-wide Land Mobile Radio (LMR) voice network utilizes 59 sites. 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
- Phase 5 - Telecommunications system maintenance

### *Location:*

2525 Corporate Place, Suite 100  
Monterey Park, CA 91754

### *Authority:*

Los Angeles Regional Interoperable  
Communications System

### *Management:*

LA-RICS Project Team

### *Consultant:*

Jacobs Program Management Company

### *Communications Vendor:*

LMR - Motorola Solutions, Inc.

LTE - Motorola Solutions, Inc. and David  
Evans & Associates



**Monthly Report No. 88**

**For August 2019**

**Submitted August 26, 2019**

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**AGENDA ITEM C**

## LTE UPDATES

- 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

### LTE Round 1 Updates

- Construction and testing of LTE Round 1 (LTE1) sites are complete. Final SAA negotiations continue with AT&T and site owners as AT&T continues their efforts to complete site improvements to tie the LTE1 sites into the NPSBN System.

### Special Events

- No new activity.

### LTE Round 2 Updates

- LA-RICS is currently engaged on LTE Round 2 (LTE2) sites as approved by NTIA. Of the 26 planned LTE2 sites, 5 sites are planned for installation in the Angeles National Forest (ANF) and will be designed and built by Motorola. Motorola has contracted with an A&E firm to design the ANF sites. The remaining 21 sites are under design by David Evans and Associates (DEA). DEA has been NTP'd for 17 sites to date and has completed 75% CD's for the first 7 sites and is in the process of upconverting the 6 SCE sites to 75% CD's as well. ZDs are in development for one additional site, and site sketches are pending for the remaining sites. Geotechnical drilling has been conducted for 3 sites so far with 11 more to follow in the coming months. Once completed, the data from the drilling activity will provide essential information needed to complete foundation designs which will be captured in the construction drawings as well. To date, 4 drawing sets have been issued for bid. The first bid walks are scheduled for September 4<sup>th</sup> and 5<sup>th</sup>.
- Efforts to secure site access agreements for LTE2 sites are ongoing. An agreement has been secured with SCE for the six new sites proposed on SCE property. AT&T has assigned their Site Acquisition department to negotiate long-term agreements for operation of the sites after construction has been completed and the assets are transferred. Additionally, the Authority is engaged in the Q4 COLT (Cell on Light Truck) work refining the COLT specifications with AT&T as well as reviewing, modifying and agreeing to Standard Operating Procedures. LA-RICS will be working with Fire and Sheriff to refine the COLT specifications, operating and maintenance procedures.
- The Authority continues its efforts in coordinating and participating in multiple weekly meetings with AT&T RAN, and AT&T Construction and Engineering to ensure the schedule and scope of work are identified appropriately. We have reach agreement with AT&T on site acceptance standards, which are being formally documented, this document is referred to as the site acceptance checklist and took 7 months to mutually agree. Statements of Qualifications (SOQ's) have been received from antenna site construction firms interested in participating in LTE Round 2. A total of six firms have been pre-qualified. This will ensure that sites are designed and constructed by the Authority and accepted by AT&T in an efficient and cost-effective manner.
- Jacobs' environmental team has conducted site visits, records searches, and analysis of sites in support of NEPA, CEQA, National Historic Preservation Act, and Endangered Species Act compliance.
- The final version of Supplemental EA #3 (SEA3) was submitted to NTIA on April 30 2018, a FONSI was issued on 5/17/2019.
- The initial draft of SEA4 was submitted to NTIA on August 5, 2019 and is currently under review
- TCNS for SEA5 sites was provided to NTIA on August 3, 2019 and uploaded by NTIA on August 5, 2019.
- The environmental team continues to evaluate sites for subsequent SEA groups, including U.S. Forest Service (USFS) sites (potential collocation to LMR-built towers). Correspondence with the USFS has been initiated regarding the feasibility of an LTE2 build in the Angeles National Forest (ANF).
- Site walks have been completed for all remaining sites. The environmental team continues to meet with NTIA management to optimize the environmental review process.



[illegible]

## LMR UPDATES

### Environmental Update

- Continued to review PNS' and FCS' pre-construction forms and weekly and daily compliance reports and attend a weekly compliance meeting.
- Attended a meeting with LA County Department of Regional Planning to discuss coastal zone permitting requirements on July 24.
- Submitted the coastal development permit (CDP) application package for Site BJM to DRP on August 5.
- Continued review of MSI's CDP packages.
- Prepared Notice of Exemption (NOE) and supporting documentation for Site UNIV City Walk, and NOEs for sites BHS and RPVT and a Notice of Determination (NOD) for sites GRM and RIH, for the August 1 Board meeting.
- Attended a Plan of Development site walk at Site JPK2 in the Angeles National Forest on August 1.
- Continued preparation of Section 7 and Section 106 documentation for Site RPVT.
- Initiated a visual impact analysis for Site RPVT to provide to FEMA as part of the upcoming EMIS package submittal.
- Have accomplished Worker Environmental Awareness Program (WEAP) training for 1,038 persons as of August 1.

### Permitting Support

- Authority, Jacobs, and MSI personnel met with DRP staff to submit the CDP for BJM on 8/5/2019. The submittal was accepted as complete. Appointments for subsequent submittals through DRP and the City of Los Angeles is pending.
- The application for special use permit (SUP) for construction and operation of 13 LMR sites on the ANF was submitted on November 18, 2018. A meeting was held with ANF staff on February 27, where the Authority had been notified that the Forest Supervisor believed a categorical exclusion for NEPA compliance purposes may be appropriate, however, Authority staff received an email May 6 that indicated the Washington Office's preference for an EA for the project. Director Edson, LASD and LACF command staff, Project Director Odenthal and Jacobs technical staff met with the ANF Supervisor Jerome Perez June 19 to discuss a NEPA/SUP path forward. Supervisor Perez, Jacobs and Authority staff met with Supervisor Perez and ANF staff and were told that the final technical review (of the Visual Impact Assessment submitted in March 2019) would be completed by end of July and a final decision on the sites to be included in an EA or Decision Memo would be determined. As of August 22nd, no decision has been provided by the ANF, outreach to the Forest continues. Geotechnical drilling is complete at 11 of the 12 sites in the ANF that require it. The one site remaining, MTL2, is pending road repair in order for the crews to safely access the site. Radio spectrum fingerprinting and noise floor monitoring studies is complete for all sites.

### Budget

- ESR is the final LMR site pending True-up. The structural foundations and tower structure were tested at ESR to determine usefulness, but the testing suggests a substantial cost to re-build the structure. MSI engineer and estimators are needed to determine the time and cost values, so that a true-up can be completed. On 7/22/2019 MSI furnished a quote for tower remediation the information is currently being analyzed and decision to purchase new or remediate existing tower will be made by the Authority by the end of the month.

### Site/Civil

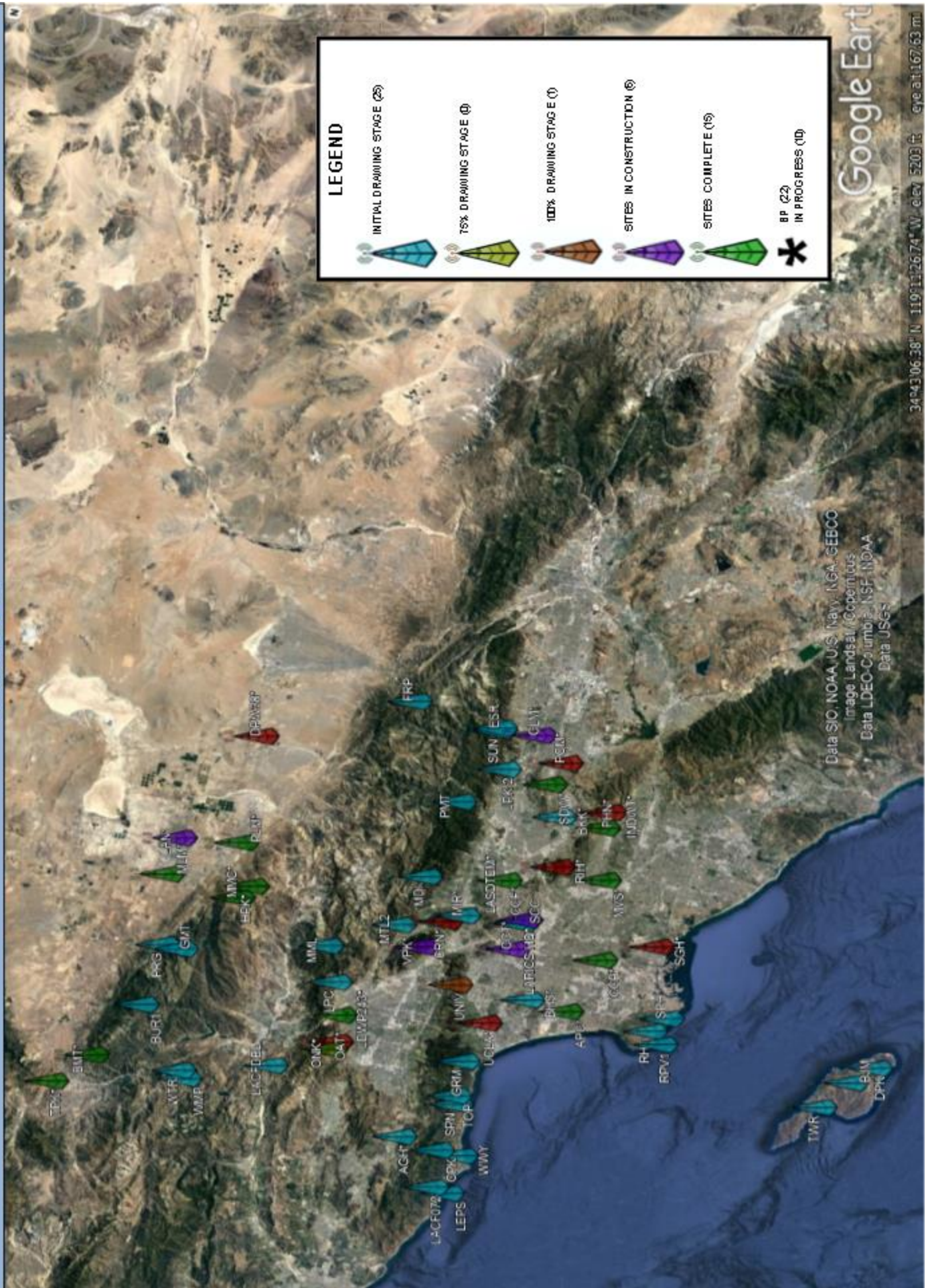
- The Authority and MSI met the UASI 16 spending requirements and have also begun construction and equipment orders on UASI 17 sites ie. INDWT, OAT, AGH, and DPW038.
- Three of the sites in the LMR network are undergoing design changes due to proposed tower relocations for UNIV and SPH and a new site location for RPV1, which has now moved from the Civic Center to Los Verdes Golf Course in Rancho Palos Verdes, and the site identification changed to RPVT.
- The LMR Radio Frequency (RF) System Design is currently undergoing minor adjustments as final antenna orientations are established. All gathered data is currently under review by MSI engineers. All microwave links are confirmed except for the three sites undergoing redesign SPH, UNIV and RPVT. MSI and the Authority continue to meet to review findings and any lingering issues.
- MSI efforts to complete drawings and submit sites into the jurisdiction for building permits are on-going. Forty-two (42) 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, SGH, DPW038, OAT, UCLA, INDWT, AGH, BKK, MIR, BHS, BUR1, FRP, GMT, JPK2, LPC, MDI, MML, PRG, WMP, WTR, and RIH) have been submitted and approvals have been received for thirty one (31) of the forty-two sites.
- Below is an update of the remaining LMR sites and their projected permit submission dates based on Motorola's P6 schedule dated 05/07/2019.

SPN 10/11/19, TWR 6/4/20, TOP TBD, CPK TBD, DPK 6/4/20, BJM 6/4/20, WWY 2/4/20, LACF072 7/8/20, RPVT 10/18/19, LACFDEL 8/12/19, PMT 9/9/19, ESR 9/9/19, MTL2 9/9/19, GRM 6/1/20, RHT 10/23/19, SPH 12/10/19, UNIV TBD.

- As of 8/09/2019 thirty-seven (37) executed SAA's are in place



## LMR SITES





## **Monthly Report #72**

**Reporting Period: 7/29/19 thru 8/29/19**

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

**Motorola Solutions, Inc.**



**AGENDA ITEM C**

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## 1. Executive Summary

The Los Angeles Regional Interoperable Communications System Land Mobile Radio (LA-RICS LMR) program consists of the following five (5) phases; Phase 1 LMR System Design, Phase 2 LMR Site Construction and Site Modifications, 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, Phase 2 Site Construction and Site Modifications, and Phase 3 Supply LMR System Components. 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, and 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.

On July 31, 2018 the Authority Board of Directors approved **Amendment 34** to make changes necessary to reflect (a) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,016,780; (b) certain LMR Change Order Modifications for a cost increase in the amount of \$90,744; (c) the removal of certain Authority equipment, in particular an Uninterruptible Power Supply (UPS), from the Los Angeles Police Department's Valley Dispatch Center (LAPDVDC) for a cost increase in the amount of \$6,010; (d) an extension of a bridge warranty for the certain Early Deployment/Specified Equipment purchased and deployed under previously approved Amendments to

bridge the warranty gap for this equipment until December 31, 2019, for a cost increase in the amount of \$430,800; (e) increase the Maximum Contract Sum by \$1,544,334 from \$295,936,869 to \$297,481,203 when taking the cost increase into consideration; and (f) make other certain changes as set forth in this Amendment No. 34.

On August 28, 2018 the Authority issued **NTP 27** authorizing Work related to Phases 2-4 for the LMR INDWT LMR site, extension of the bridge warranty for certain deployed/specified equipment under previously approved Amendments until December 31, 2019.

On October 11, 2018 the Authority Board of Directors approved **Amendment 35** to make changes necessary to reflect (a) the reconciliation of one (1) LMR System Site Olinda (OLI) from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same for a cost decrease in the amount of \$701,234; (b) the inclusion of one (1) LMR System Site Winding Way (WWY) into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of 1,064,388; (c) certain LMR Change Order Modifications for a cost increase in the amount of \$13,115 (d) make changes necessary to reflect an administrative reconciliation, a reconciliation related to the removal of certain Authority equipment, in particular an Uninterruptible Power Supply (UPS), from the Los Angeles Police Department's Valley Dispatch Center (LAPDVDC) for a cost increase in the amount of \$601; (e) increase the Maximum Contract Sum by \$376,870 from \$297,481,203 to \$297,858,073 when taking the cost decrease and increase into consideration; and (f) make other certain changes set forth in this Amendment No. 35.

On November 1, 2018 the Authority Board of Directors approved **Amendment 36** to make changes necessary to reflect (a) the reconciliation of five (5) LMR System Sites to align with the updated LMR System Design; (b) the inclusion of one (1) LMR System Site San Pedro Hill (SPH) into the scope of Phase 2 (Site Construction and Site Modification), Phase 3(Supply LMR Components), Phase 4 (LMR System Implementation), exercising the Unilateral Options of the same, to align with the updated LMR System Design; (c) incorporate an LMR Change Order Modification; (d) increase the Maximum Contract Sum by \$311,442 from \$297,858,073 to \$298,169,515 when taking the cost decreases and increases into consideration; and (e) make other certain changes as set forth in this Amendment No. 36.

On December 20, 2018 the Authority issued **NTP 28** authorizing Work related to Phases 2-4 for seventeen (17) sites – BJM, DPK, GMT, GRM, LPC, MDI, MTL2, PRG, PMT, RIH, RPV1, SPH, SPN, TWR, WMP, WTR, and WWY. This amendment reiterated the directive to suspend the purchase of UHF DTVRS equipment and corresponding work tied to the UHF DTVRS equipment.

On February 26, 2019 the Authority Board of Directors approved **Amendment 37** to make changes necessary to reflect (a) incorporate certain LMR Change Order Modifications for a cost increase in the amount of \$56,337; (b) increase the Maximum Contract Sum by \$56,337 from \$298,169,515 to \$298,255,852 when taking the cost increases into consideration; and (c) make other certain changes as set forth in this Amendment No. 37.

On June 11, 2019 LARICS executed **Amendment 38** to make changes necessary to reflect (a) incorporate certain LMR Change Order Modifications resulting in a net cost decrease in the amount of \$47,393; (b) decrease the Maximum Contract Sum by \$47,393 from \$298,225,852 to \$298,178,459 when taking the cost increases and decreases into consideration; and (c) make other certain changes as set forth in this Amendment No. 38.

**This report covers the period from 7/29/19 thru 8/29/2019**

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 via the collaborative “Drawing Summit” process. This process has all key decision makers working together to expedite and accelerate the design and approval of the remaining site drawings. The expedited drawing and review process is still in effect, with the current focus on accelerating the construction drawings for Coastal sites, in parallel with the Coastal zoning application efforts, and the development of replacement site designs for SPH, RPVT, and UNIV.

The primary Phase 1 activities for this period include:

**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 site measurements and data evaluation, evaluating the potential for condensed testing and training, 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. As site changes develop (fallout or replacement sites) MSI and the Authority continue to refine the backhaul design and are working together to resolve areas of concern and incorporate the corresponding solutions into the system design.

The Authority and MSI senior management team met on Friday, August 9, to review and identify the project’s critical path schedule. Accelerated acceptance test plans are being developed to support this schedule.

**Site Design Activities**

Spectrum Fingerprinting – Data collection has been completed for 50 sites, with 5 sites remaining to be tested, once site access issues are addressed. The three Santa Catalina Island sites will be tested in September. 50 reports have been submitted to LA-RICS to date and are being reviewed by the LA-RICS project team. The Authority and MSI technical teams are meeting to discuss and review actions for sites with high noise floor measurements that may potentially impact coverage, including test results for the Mount Lukens (MTL2) site.

Zoning application packages were submitted to LA County Department of Regional Planning for Black Jack Mountain (BJM, Santa Catalina Island) and LA County Fire Station 72 (LACF072). The remaining



Coastal site zoning packages (SPN, DPK, TWR) are being finalized and are to be submitted to the Authority in August.

As of 8/16, Motorola is waiting for Authority to approve the proposed layout revisions for CPK and TOP. GRM is currently on hold waiting for the Authority to confirm content for this site's zoning application.

MSI responded to a Request for Quotes on East Sunset Ridge (ESR) site improvement options: (1) remediate existing tower, or (2) implement a new self-support tower at the site. The Authority is currently evaluating these quotes as it finalizes its strategy for ESR site configuration. Additionally, MSI responded to a RFQ for MTL2 road repair.

41 site design packages been submitted for building department plan check to date, including the recent submission of the LA County Fire Del Valle (LACFDEL) site design package. For USFS sites, 10 of 13 USFS site civil packages are in LA County plan check review, with comments and department approvals received at several sites. Frost Peak (FRP), Magic Mountain Link (MML), and Grass Mountain (GMT) civil-only site construction packages have been approved by plan check, pending formal documentation or authorization from USFS. Tower material orders and tower deferred permit submissions to plan check are currently pending receipt of USFS Special Use Permit anticipated in 3Q2019.

#### **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 (37 out of 58) Site Access Agreements have been executed. Lower Encinal Pump Station (LEPS) and Winding Way (WWY) sites were eliminated from the LMR System in August.

In late February, feedback was received on the US Forest Service's evaluation of the 13-site SF299 Application and Environmental Tech Memos. The Forest Service was expected to deliver a decision memo in August for all 13 sites, followed by a Special Use Permit as early as thirty days later.

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.

Initial Site Acquisition Agreement exhibits and designs have commenced for San Pedro Hill (SPH), Los Verdes Golf Course (RPVT), and Universal (UNIV) replacement sites; as well as revised exhibits for Topanga Canyon (TOP) and Castro Peak (CPK) sites for zoning application packages.

The primary Phase 2 activities for this period include:

#### **Pre-Construction Activities**

MSI provided Plans of Development (POD) for USFS sites on 6/12. LA-RICS team is reviewing this pre-construction documentation in anticipation of their submission to USFS. Site walks with MSI's selected

construction partners have commenced with a visit to USFS Johnson Peak (JPK2) site to refine these PODs, in anticipation of receipt of USFS Special Use Permit.

Based upon a recent site visit with the utility, a determination has been made to relocate the Mirador (MIR) site improvements south to avoid the existing water main. The utility was unable to locate their existing underground water main within the proposed improvement area. MSI's A&E firm is revising the design documents for this new location.

31 site permits have been received, with UCLA site authorization to proceed expected in August. Permits have been approved for Baldwin Hills (BHS) and Rio Hondo (RIH) sites, 5/7/2019 and 6/25/2019, respectively. Motorola is still awaiting Site Acquisition Agreements with the most current forecast by the Authority in late September.

### **Construction Activities**

During this reporting period, Phase 2 construction tasks continue. 28 of 58 sites are constructed or under construction. Construction is in progress at UASI 16 sites (INDWT, DPW38, and BKK); MIR site construction paused, see above. To date, 12 of 42 new towers have been erected - FCCF, MLM, MVS, ONK, TPK SDW, MMC, VPK, CRN, AGH, OAT, and DPW38. 11 of 21 Pre-fab shelters have been installed - BMT, HPK, LASDTEM, MLM, TPK, MMC, SDW, VPK, CRN, OAT, and BKK. 10 of 15 Existing Tenant Improvement shelters are complete and 1 (SGH) of 23 Concrete Masonry Unit (CMU) block shelters are complete.

The primary Phase 3 activities for this period include:

### **Equipment Installation**

Equipment installation (FNE and MW) work has been completed or is in progress at the following sites – BKK, CCB, HPK, MMC, BMT, LDWP243, POM, PLM, LAN, CCT, FCCF, SGH, CCB, MVS, LASDTEM, APC, PHN, MLM, VPK, ONK, LARICSHQ, OAT, and CLM. Existing tower at MVS was decommissioned. SGH antennas and lines installation are in progress. AGH, DPW38, BHS, and MIR rack installations are next sites to be completed.

The primary Phase 4 activities for this period include:

### **Installation of Antennas and Dishes, Cold Installation of FNE Racks and Batteries, Inter-Rack Cabling**




Rack cabling is complete at the following sites: PHN, LASDTEM, APC, FCCF, CCT, BMT, LDWP243, PLM, VPK, MVS, and CCB. Rack cabling is in progress at MLM, MMC, and TPK.

### **Optimization**

2-site Downtown 700 MHz cell optimization (FCCF and CCT) has been completed, and UHF cell optimization is in progress.

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

LMR Project Dashboard			
Category	Rating	Change	Comments
Schedule			<p>Revisions to the baseline schedule for all phases (1-4) are reviewed weekly. MSI switching scheduling tools from P6 to Microsoft Project. A&amp;E drawing progress is seeing results due to the teamwork at the Drawing Summit, with civil-only (less tower supplements) plan checks approved by LA County are pending for several USFS and other sites. USFS permit issuance is pending USFS Special Use Permit. Similarly, MSI is developing design documents for Coastal sites, in parallel with zoning application package development. MSI and the Authority continue to see slips in individual site schedules that impact its overall Program schedule due to delays in Site Access Agreements, A&amp;E drawings, A&amp;E drawing revisions, Building Permit Submissions, plan check reviews, construction start delays, new replacement sites, and Change Order approvals as they become known. Recent delays with the USFS CUP approval process and the DRP Coastal application submission delays will continue to cause slippage to the project schedule. Delays in utility power and subsequent inspection approvals continue to delay site construction at many sites. The provision of utility power to sites is gating Phase 4 site optimization. These delays continue to negatively impact the schedule. The Authority and MSI leadership teams met on 8/9/2019 and again 8/20/2019 to review the critical path schedule which now shows final LMR Systems Acceptance 3/1/2022. Actions are being defined to accelerate the project schedule to meet funding requirements. Optimization and acceptance test durations are based on MSI estimates and recent 2-site 700MHz activities. Recently identified interference from Mexico is impacting the implementation of the Channel 15 equipment.</p>

LMR Project Dashboard			
Category	Rating	Change	Comments
			The Authority and MSI continue to optimize the construction drawing review and approval process.
Risk			Risk items have been identified regarding: site selection, zoning approval process, Site Access Agreements, plan check approval process, spectrum, Channels 15 and 16 interference, site power, 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. Discussions continue, at the executive level, regarding cost overruns beyond December 2020.

## 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
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
SAAs (or EMIS 6b) for USFS & Coastal Sites (22 sites)	In Process
Notice To Proceed for remaining sites	In Process
Channel 15 Interference resolution	In Process
Respond to NMDN COR allowing MSI to move forward with RadioMobile	In Process
Respond to Accelerated Schedule (condensed testing & training) provided 10/19/18	In Process
<b>LMR System Design</b>	
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 Measurements – 50 sites complete	In Process
Provided updated USFS tower elevations	In Process
<b>Site Design, Zoning and Permitting – 33 Sites in Phase 1 Site Design</b>	
Phase 1 - Agoura Hills_AGH - System Design	In Process
Phase 1 - Mirador_MIR - System Design	
Phase 1 - Rolling Hills Transmit_RHT - System Design	

Activity Name	Activity Status
Phase 1 - Castro Peak_CPK - System Design Phase 1 - Rio Hondo_RIH - System Design Phase 1 - Black Jack Peak_BJM - System Design Phase 1 - Dakin Peak_DPK - System Design Phase 1 - Tower Peak_TWR - System Design Phase 1 - Green Mountain_GRM - System Design Phase 1 - UCLA_UCLA - System Design Phase 1 - Del Valle Training_LACFDEL - System Design Phase 1 - BKK Landfill_BKK - System Design Phase 1 - Topanga Peak_TOP - System Design Phase 1 - Rancho Palos Verdes City Hall_RPV1 - System Design Phase 1 - Universal Studios_UNIV - System Design Phase 1 - County FS 72_LACF072 - System Design Phase 1 - Saddle Peak_SPN - System Design Phase 1 - Baldwin Hills County_BHS - System Design Phase 1 - Burnt Peak 1_BUR1 - System Design Phase 1 - Frost Peak_FRP - System Design Phase 1 - Grass Mountain_GMT - System Design Phase 1 - Johnstone Peak_JPK2 - System Design Phase 1 - Loop Canyon_LPC - System Design Phase 1 - Mount Disappointment_MDI - System Design Phase 1 - Magic Mountain Link_MML - System Design Phase 1 - Mount Lukens-2_MTL2 - System Design Phase 1 - Pine Mountain_PMT - System Design Phase 1 - Portal Ridge_PRG - System Design Phase 1 - San Pedro Hill_SPH - System Design Phase 1 - East Sunset Ridge_ESR - System Design Phase 1 - Whitaker Middle Peak_WMP - System Design Phase 1 - Whitaker Ridge_WTR - System Design Phase 1 - Industry Water Tank_INDWT - System Design	
<b>Pre- Construction</b>	
Pre- Construction Plans in review	In Process
<b>Construction – 25 Sites in Phase 2 Construction (including MIR)</b>	
Phase 2 - Bald Mountain_BMT - Site Construction and Modification Phase 2 - Agoura Hills_AGH - Site Construction and Modification Phase 2 - Cerro Negro_CRN - Site Construction and Modification Phase 2 - Mira Loma Facility_MLM - Site Construction and Modification Phase 2 - Mount McDill_MMC - Site Construction and Modification Phase 2 - Monte Vista_MVS- Site Construction and Modification Phase 2 - Oat Mountain_OAT - Site Construction and Modification Phase 2 - Oat Mountain Nike_ONK - Site Construction and Modification Phase 2 - Tejon Peak_TPK - Site Construction and Modification Phase 2 - Mirador_MIR - Site Construction and Modification Phase 2 - Rio Hondo_RIH - Site Construction and Modification	In Process

Activity Name	Activity Status
Phase 2 - Signal Hill_SGH - Site Construction and Modification	
Phase 2 - BKK Landfill_BKK - Site Construction and Modification	
Phase 2 - Pomona Court House_POM - Site Construction and Modification	
Phase 2 - San Dimas_SDW - Site Construction and Modification	
Phase 2 - DPW Water Tank_DPW38 - Site Construction and Modification	
Phase 2 - Frost Peak_FRP - Site Construction and Modification	
Phase 2 - Grass Mountain_GMT - Site Construction and Modification	
Phase 2 - Johnstone Peak_JPK2 - Site Construction and Modification	
Phase 2 - Loop Canyon_LPC - Site Construction and Modification	
Phase 2 - Mount Disappointment_MDI - Site Construction and Modification	
Phase 2 - Portal Ridge_PRG - Site Construction and Modification	
Phase 2 - Whitaker Middle Peak_WMP - Site Construction and Modification	
Phase 2 - Whitaker Ridge_WTR - Site Construction and Modification	
Phase 2 - Industry Water Tank_INDWT - Site Construction and Modification	
<b>Installation of Antennas and Dishes, Cold Installation of FNE Racks and Batteries, Inter-Rack Cabling – 7 Sites in Phase 4 Equipment Installation</b>	
Phase 4a - Hauser Peak_HPK - Site Installation	
Phase 4a - Mira Loma Facility_MLM - Site Installation	
Phase 4a - Mount McDill_MMC - Site Installation	
Phase 4a - Monte Vista_MVS - Site Installation	In Process
Phase 4a - Signal Hill_SGH - Site Installation	
Phase 4a - BKK Landfill_BKK - Site Installation	
Phase 4a - Industry Water Tank_INDWT - Site Installation	
<b>FNE Optimization</b>	
2-site Downtown UHF cell optimization (FCCF and CCT) Downtown UHF cell optimization in process.	In Process

## 2.2 Tasks Planned for Next Period

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

Activity Name	Planned Status
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
SAAs (or EMIS 6b) for USFS & Coastal Sites (22 sites)	In Process
Notice To Proceed for remaining sites	In Process
<b>Environmental Review &amp; Documentation (Authority)</b>	
Additional Sites for Consideration Environmental Reviews	In Process
<b>Site Design</b>	
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process

Activity Name	Planned Status
Submittal of Zoning Drawings	In Process
Develop Construction Drawings and Approvals	In Process
Submit Permits Drawings and Approvals	In Process
<b>Pre-Construction</b>	
Geotech drilling	In Process
Pre- Construction Packages & Site Monitoring (where applicable)	In Process
<b>Site Construction</b>	
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Going
Site Construction & Site Monitoring (where applicable)	On Going
A&L, Microwave Dishes, Equipment Racks,	In Process
<b>Staging</b>	
UASI18 Sites – Q3 or Q4, 2019 (forecast)	In Process
<b>FNE Installation</b>	
A&L, Microwave Dishes, Equipment Racks,	In Process
<b>FNE Optimization</b>	
Equipment, Microwave Phase 4a	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
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
SAA's (or EMIS 6b) for USFS & Coastal Sites (21 sites)	In Process
Notice To Proceed for remaining sites	In Process
Channel 15 – 16 Interference resolution	In Process
<b>Environmental Review &amp; Documentation (Authority)</b>	
Additional Sites for Consideration Environmental Reviews	In Process
<b>LMR System Redesign</b>	
Contract True-up of site designs and equipment for each site – ESR remaining site	In Process
<b>Site Design</b>	
Site Walks and Site Sketch Development & Approvals	In Process
Zoning Drawings & Approvals	In Process
Construction Drawings and Approvals	In Process



Activity Name	Planned Status
<b>Pre-Construction</b>	
Geotech drilling	In Process
Pre- Construction Packages & Site Monitoring (where applicable)	In Process
<b>Site Construction</b>	
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Going
Site Construction & Site Monitoring (where applicable)	On Going
<b>FNE Installation</b>	
A&L, Microwave Dishes, Equipment Racks,	In Process
Early Shipment Equipment will need to be re-located to their planned versus current interim locations.	In Process
<b>FNE Optimization</b>	
Equipment, Microwave Phase 4a	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 from the baseline agreement and may impact System performance.	Active
Environmental Process	Authority	High	The individual determination of environmental impacts or mitigation may impact the schedule for site work (e.g., bird nesting season). Individual environmental releases from FEMA are required to start work at sites.	Active
Delayed Drawings and Permit Release	Motorola & Authority	High	Delay in permit submission and release has impacted the construction schedule and ability to meet grant spending guidelines. Site changes and System redesign elements are impacting drawing progress for certain sites. The Authority and MSI have implemented a streamlined Drawing Review process that has reduced the design development and approval times.	Active
Site Access Agreements	Authority	Med	Lease holders approvals are needed in order to implement LA-RICS improvements.	Active

Title	Assigned	Impact	Risk Description	Status
Project Schedule	Authority & Motorola	High	Overall project schedule and individual site zoning application submissions and approvals, permit submissions/work starts impacted by implementation of LMR System redesign enhancements, slow A&E construction development progress, utility provision to primary power to sites, and cell optimization and test durations.	Active

## 4. Areas of Concern

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

ID	Event / Circumstance	Remedial Action Taken or Required
02-02	System Design impacts due to changes in site conditions	Motorola and the Authority have analyzed probable site changes and suitable site replacement candidates. Adjusted tower heights and undetermined site parameters at several of the sites will impact the coverage. System 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 (Phases 1-4)	165,717,733
Cumulative Invoice Payments from Last Report	85,515,331
Total Invoice Payments This Period	6,423
Remaining Amount to be Paid	80,195,979

## 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

## PROJECT DESCRIPTION

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

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

Design, construction, and deployment of a County-wide Land Mobile Radio (LMR) voice network utilizes 59 sites. 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
- Phase 5 - Telecommunications system maintenance

### *Location:*

2525 Corporate Place, Suite 100  
Monterey Park, CA 91754

### *Authority:*

Los Angeles Regional Interoperable  
Communications System

### *Management:*

LA-RICS Project Team

### *Consultant:*

Jacobs Program Management Company

### *Communications Vendor:*

LMR - Motorola Solutions, Inc.

LTE - Motorola Solutions, Inc. and David  
Evans & Associates



**Monthly Report No. 89**

**For September 2019**

**Submitted September 26, 2019**

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## LTE UPDATES

- 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

### LTE Round 1 Updates

- Construction and testing of LTE Round 1 (LTE1) sites are complete. Final SAA negotiations continue with AT&T and site owners as AT&T continues their efforts to complete site improvements to tie the LTE1 sites into the NPSBN System.

### Special Events

- No new activity.

### LTE Round 2 Updates

- LA-RICS is currently engaged on LTE Round 2 (LTE2) sites as approved by NTIA. Of the 26 planned LTE2 sites, 8 sites are planned for installation in the Angeles National Forest (ANF) and will be designed and built by Motorola. Motorola has contracted with an A&E firm to design the ANF sites. The remaining 18 sites are under design by David Evans and Associates (DEA). DEA has been NTP'd for 17 sites to date and has completed 75% CD's for the first 7 sites and the 6 SCE sites as well. ZDs are in development for three additional sites, and site sketches are pending for the remaining sites. Geotechnical drilling has been conducted for 3 sites so far and is awaiting approval from SCE to conduct 6 more, with five to follow in the coming months. Once completed, the data from the drilling activity will provide essential information needed to complete foundation designs which will be captured in the construction drawings as well. To date, 4 drawing sets have been issued for bid. The bid walks were held on September 4<sup>th</sup> and 5<sup>th</sup>. Bids are due September 23rd.
- Efforts to secure site access agreements for LTE2 sites are ongoing. An agreement has been secured with SCE for the six new sites proposed on SCE property. AT&T has assigned their Site Acquisition department to negotiate long-term agreements for operation of the sites after construction has been completed and the assets are transferred. Additionally, the Authority is engaged in the Q4 COLT (Cell on Light Truck) work refining the COLT specifications with AT&T as well as reviewing, modifying and agreeing to Standard Operating Procedures. LA-RICS will be working with Fire and Sheriff to refine the COLT specifications, operating and maintenance procedures.
- The Authority continues its efforts in coordinating and participating in multiple weekly meetings with AT&T RAN, and AT&T Construction and Engineering to ensure the schedule and scope of work are identified appropriately. We have reach agreement with AT&T on site acceptance standards, which are being formally documented, this document is referred to as the site acceptance checklist and took 7 months to mutually agree. Statements of Qualifications (SOQ's) have been received from antenna site construction firms interested in participating in LTE Round 2. A total of six firms have been pre-qualified. This will ensure that sites are designed and constructed by the Authority and accepted by AT&T in an efficient and cost-effective manner.
- Jacobs' environmental team has conducted site visits, records searches, and analysis of sites in support of NEPA, CEQA, National Historic Preservation Act, and Endangered Species Act compliance.
- The initial draft of SEA4 was submitted to NTIA on August 5, 2019. NTIA provided comments on August 20. The Team expects FONSI on SEA4 late Oct. 2019.
- The environmental team continues to meet with NTIA management to optimize the environmental review process.



## LTE2 SITES



## LMR UPDATES

### Environmental Update

- Continued to review PNS' and FCS' pre-construction forms and weekly and daily compliance reports and attend a weekly compliance meeting.
- Continued review of MSI's CDP packages.
- For Site RPVT, submitted Section 7 document (Biological Resources Report Supplement 3) to USFWS on August 14 and Section 107 documentation (620 Form) to SHPO August 8.
- Currently reviewing USFS comments to the Visual Impact Assessment report prepared for LMR sites proposed for locations in the Angeles National Forest
- Prepared the CATEX worksheet for the expansion of Site UNIV to cover the City Walk location
- Continued a visual impact analysis for Site RPVT to provide to FEMA as part of the upcoming EMIS package submittal.
- Have accomplished Worker Environmental Awareness Program (WEAP) training for 1,040 persons as of August 15.

### Permitting Support

- Authority, Jacobs, and MSI personnel met with DRP staff to submit seven of the eight California Coastal Commission sites to the Department of regional planning the last submission was made on 9/12/2019. The submittal was accepted as complete. An appointment for the submission of GRM at the City of Los Angeles is pending final completion of the drawing this Thursday 9/26/2019.
- The application for special use permit (SUP) for construction and operation of 13 LMR sites on the ANF was submitted on November 18, 2018. A meeting was held with ANF staff on February 27<sup>th</sup>, 2019, where the Authority had been notified that the Forest Supervisor believed a categorical exclusion for NEPA compliance purposes may be appropriate, however, Authority staff received an email May 6 that indicated the Washington Office's preference for an EA for the project. Director Edson, LASD and LACF command staff, Project Director Odenthal and Jacobs technical staff met with the ANF Supervisor Jerome Perez June 19 to discuss a NEPA/SUP path forward. Supervisor Perez, Jacobs and Authority staff met with Supervisor Perez and ANF staff and were told that the final technical review (of the Visual Impact Assessment submitted in March 2019) would be completed by end of July and a final decision on the sites to be included in an EA or Decision Memo would be determined. As of August 22nd, no decision has been provided by the ANF, outreach to the Forest continues. The USFS and LA-RICS have scheduled the next discussion on a decision memo for October 11<sup>th</sup>, 2019. Geotechnical drilling is complete at 11 of the 12 sites in the ANF that require it. The one site remaining, MTL2, is pending road repair in order for the crews to safely access the site. MSI has begun a design under change order to repair the road at MTL2 for safe transport during site construction activities. Radio spectrum fingerprinting and noise floor monitoring studies is complete for all sites.

### Budget

- CDPs were submitted to DRP for LAC072 on August 15, for SPN on August 24, TWR on August 29, and DPK on September 5.
- The application for special use permit (SUP) for construction and operation of 13 LMR sites on the ANF was submitted on November 18, 2018. The ANF has accepted the Authority's SUP proposal and proposes to categorically exclude the project under NEPA. The ANF issued a scoping notification for the proposed categorical exclusion on August 23 which initiated a 30-day comment period. Geotechnical drilling is complete at 11 of the 12 sites in the ANF that require it. The one site remaining, MTL2, is pending road repair in order for the crews to safely access the site.

### Site/Civil

- The Authority and MSI met the UASI 16 spending requirements and have also begun construction and equipment orders on UASI 17 sites ie. INDWT, OAT, AGH, and DPW038.
- Three of the sites in the LMR network are undergoing design changes due to proposed tower relocations for UNIV and SPH and a new site location for RPV1, which has now moved from the Civic Center to Los Verdes Golf Course in Rancho Palos Verdes, and the site identification changed to RPVT.
- The LMR Radio Frequency (RF) System Design is currently undergoing minor adjustments as final antenna orientations are established. All gathered data is currently under review by MSI engineers. All microwave links are confirmed except for the three sites undergoing redesign SPH, UNIV and RPVT. MSI and the Authority continue to meet to review findings and any lingering issues.
- MSI efforts to complete drawings and submit sites into the jurisdiction for building permits are on-going. Forty-two (42) 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, SGH, DPW038, OAT, UCLA, INDWT, AGH, BKK, MIR, BHS, BUR1, FRP, GMT, JPK2, LPC, MDI, MML, PRG, WMP, WTR, and RIH) have been submitted and approvals have been received for thirty one (31) of the forty-two sites.
- Below is an update of the remaining LMR sites and their projected permit submission dates based on Motorola's P6 schedule dated 05/07/2019.

SPN 10/11/19, TWR 6/4/20, TOP TBD, CPK TBD, DPK 6/4/20, BJM 6/4/20, WWY 2/4/20, LACF072 7/8/20, RPVT 10/18/19, LACFDEL 8/12/19, PMT TBD, ESR TBD, MTL2 TBD, GRM 6/1/20, RHT 10/23/19, SPH 12/10/19, UNIV TBD.

## AGENDA ITEM C



**LMR SITES**

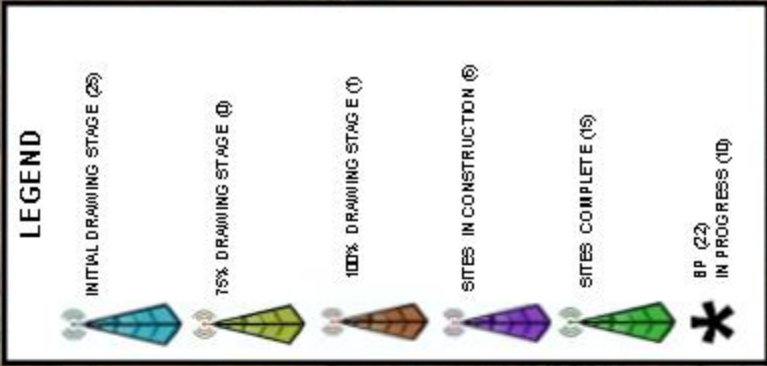
**LEGEND**

- INITIAL DRAWING STAGE (25)
- 75% DRAWING STAGE (4)
- 100% DRAWING STAGE (1)
- SITES IN CONSTRUCTION (6)
- SITES COMPLETE (15)
- BP (22)  
IN PROGRESS (10)

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

**AGENDA ITEM C**

34°43'06.38"N 119°11'26.74"W elev 5203 ft eye alt 167.63 m



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

Google Earth

34°43'06.38" N 119°11'26.74" W elev 5203 ft eye at 167.63 m



## **Monthly Report #73**

**Reporting Period: 8/30/19 thru 9/29/19**

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

**Motorola Solutions, Inc.**



**AGENDA ITEM C**

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## 1. Executive Summary

The Los Angeles Regional Interoperable Communications System Land Mobile Radio (LA-RICS LMR) program consists of the following five (5) phases; Phase 1 LMR System Design, Phase 2 LMR Site Construction and Site Modifications, 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, Phase 2 Site Construction and Site Modifications, and Phase 3 Supply LMR System Components. 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, and 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.

On July 31, 2018 the Authority Board of Directors approved **Amendment 34** to make changes necessary to reflect (a) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,016,780; (b) certain LMR Change Order Modifications for a cost increase in the amount of \$90,744; (c) the removal of certain Authority equipment, in particular an Uninterruptible Power Supply (UPS), from the Los Angeles Police Department's Valley Dispatch Center (LAPDVDC) for a cost increase in the amount of \$6,010; (d) an extension of a bridge warranty for the certain Early

Deployment/Specified Equipment purchased and deployed under previously approved Amendments to bridge the warranty gap for this equipment until December 31, 2019, for a cost increase in the amount of \$430,800; (e) increase the Maximum Contract Sum by \$1,544,334 from \$295,936,869 to \$297,481,203 when taking the cost increase into consideration; and (f) make other certain changes as set forth in this Amendment No. 34.

On August 28, 2018 the Authority issued **NTP 27** authorizing Work related to Phases 2-4 for the LMR INDWT LMR site, extension of the bridge warranty for certain deployed/specified equipment under previously approved Amendments until December 31, 2019.

On October 11, 2018 the Authority Board of Directors approved **Amendment 35** to make changes necessary to reflect (a) the reconciliation of one (1) LMR System Site Olinda (OLI) from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same for a cost decrease in the amount of \$701,234; (b) the inclusion of one (1) LMR System Site Winding Way (WWY) into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of 1,064,388; (c) certain LMR Change Order Modifications for a cost increase in the amount of \$13,115 (d) make changes necessary to reflect an administrative reconciliation, a reconciliation related to the removal of certain Authority equipment, in particular an Uninterruptible Power Supply (UPS), from the Los Angeles Police Department's Valley Dispatch Center (LAPDVDC) for a cost increase in the amount of \$601; (e) increase the Maximum Contract Sum by \$376,870 from \$297,481,203 to \$297,858,073 when taking the cost decrease and increase into consideration; and (f) make other certain changes set forth in this Amendment No. 35.

On November 1, 2018 the Authority Board of Directors approved **Amendment 36** to make changes necessary to reflect (a) the reconciliation of five (5) LMR System Sites to align with the updated LMR System Design; (b) the inclusion of one (1) LMR System Site San Pedro Hill (SPH) into the scope of Phase 2 (Site Construction and Site Modification), Phase 3(Supply LMR Components), Phase 4 (LMR System Implementation), exercising the Unilateral Options of the same, to align with the updated LMR System Design; (c) incorporate an LMR Change Order Modification; (d) increase the Maximum Contract Sum by \$311,442 from \$297,858,073 to \$298,169,515 when taking the cost decreases and increases into consideration; and (e) make other certain changes as set forth in this Amendment No. 36.

On December 20, 2018 the Authority issued **NTP 28** authorizing Work related to Phases 2-4 for seventeen (17) sites – BJM, DPK, GMT, GRM, LPC, MDI, MTL2, PRG, PMT, RIH, RPV1, SPH, SPN, TWR, WMP, WTR, and WWY. This amendment reiterated the directive to suspend the purchase of UHF DTVRS equipment and corresponding work tied to the UHF DTVRS equipment.

On February 26, 2019 the Authority Board of Directors approved **Amendment 37** to make changes necessary to reflect (a) incorporate certain LMR Change Order Modifications for a cost increase in the amount of \$56,337; (b) increase the Maximum Contract Sum by \$56,337 from \$298,169,515 to \$298,255,852 when taking the cost increases into consideration; and (c) make other certain changes as set forth in this Amendment No. 37.

On June 11, 2019 LARICS executed **Amendment 38** to make changes necessary to reflect (a) incorporate certain LMR Change Order Modifications resulting in a net cost decrease in the amount of \$47,393; (b) decrease the Maximum Contract Sum by \$47,393 from \$298,225,852 to \$298,178,459 when taking the cost increases and decreases into consideration; and (c) make other certain changes as set forth in this Amendment No. 38.

On 1 August 2019, the Authority Board of Directors approved **Amendments 39 and 40**. **Amendment 39** makes changes necessary to (a) reflect a reconciliation related to the Narrowband Mobile Data Network (NMDN) Subsystem resulting in a cost decrease in the amount of \$720,207, (b) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 39 that results in a cost increase in the amount of \$73,606, (c) decrease the Maximum Contract Sum by \$646,601 from \$298,178,459 to \$297,531,858 when taking the cost increase and decrease into consideration, and (d) make other certain changes as set forth in this **Amendment No. 39**. **Amendment 40** makes changes to (a) remove Lower Encinal Pump Station (LEPS) and Winding Way (WWY) Phase 2 through Phase 4 scope, (b) incorporate certain LMR Change Order Modifications for a cost decrease in the amount of \$10,920, (c) decrease the Maximum Contract Sum by \$1,261,169 from \$297,531,858 to \$296,270,689 when taking the cost increase and decrease into consideration, (d) incorporation of Channel 15 and Channel 16 Interference Mitigation into LMR System Specifications, and (e) make other certain changes as set forth in this **Amendment No. 40**.

**This report covers the period from 8/30/19 thru 9/29/2019**

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 via the collaborative “Drawing Summit” process. This process has all key decision makers working together to expedite and accelerate the design and approval of the remaining site drawings. The expedited drawing and review process is still in effect, with the current focus on accelerating the construction drawings for Coastal sites, in parallel with the Coastal zoning application efforts, and the development of replacement site designs for San Pedro Hill (SPH), Rancho Palos Verdes/Los Verdes Golf Course (RPVT), and Universal (UNIV). In anticipation of the receipt of USFS Decision Memo in late September, followed by a USFS Supplemental Use Permit, site construction subcontractors are being selected and construction plans of development are being finalized for the USFS sites. As of this report, seven of eight zoning application permit packages have been submitted to LA County Department of Regional Planning, with the final zoning application package for Green Mountain (GRM) being finalized for submission for zoning review.

The Authority and MSI senior management team met on Friday, 9 August 2019 to review and identify the project’s critical path schedule. Acceptance test plans have been developed and approved to support this schedule. A proposed new baseline for the master schedule, incorporating updated Acceptance Test Plans, was submitted on 16 September 2019 for the LA-RICS Project team for final review and approval. Motorola intends to include the new baseline schedule within a comprehensive Agreement Amendment incorporating the revised Acceptance Test Plans, Training Plan, and other items to be mutually agreed to in October.

The primary Phase 1 activities for this period include:

### **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 site measurements and data evaluation, evaluating the potential for condensed testing and training, 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. As site changes develop (fallout or replacement sites) MSI and the Authority continue to refine the backhaul design and are working together to resolve areas of concern and incorporate the corresponding solutions into the system design.

Spectrum Fingerprinting – Data collection has been completed for 50 sites, with 5 sites remaining to be tested, once site access issues are addressed. Two of three Santa Catalina Island sites were tested in mid-September: BJM and DPK. 50 reports have been submitted to LA-RICS to date and are being reviewed by the LA-RICS project team. The Authority and MSI technical teams are meeting to discuss and review actions for sites with high noise floor measurements that may potentially impact coverage, including test results for the Mount Lukens (MTL2) site. The MTL2 interference investigations, with the support of a radio frequency specialty firm, dBspectra, is being scheduled for the next period.

### **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 (37 out of 58) Site Access Agreements have been executed. Lower Encinal Pump Station (LEPS) and Winding Way (WWY) sites were eliminated from the LMR System in August.

US Forest Service's evaluation of the 13-site SF299 Application and Environmental Tech Memos is ongoing. According to the Authority, USFS is expected to deliver a Decision Memo in late September for all 13 sites designating them as categorically exempt, followed by a Special Use Permit within thirty days.

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

Initial Site Acquisition Agreement exhibits and designs have commenced for the following replacement sites or locations: San Pedro Hill (SPH), Los Verdes Golf Course (RPVT), and Universal (UNIV) sites. MSI has provided revised exhibits for Topanga Canyon (TOP) and Castro Peak (CPK) sites for zoning application packages. The Authority's site acquisition team continues to work on securing Site Access Agreements for permitted sites ready for construction: Baldwin Hills (BHS) and Rio Hondo (RIH).

### **Site Design Activities**

Seven of eight zoning application packages have been submitted to LA County Department of Regional Planning to date: Black Jack Mountain (BJM, Santa Catalina Island), LA County Fire Station 72 (LACF072),

Saddle Peak (SPN), Dakin Peak (DPK, Santa Catalina Island), Tower Peak (TWR, Santa Catalina Island) TWR), Topanga Canyon (TOP), and Castro Peak (CPK). The zoning package for Green Mountain (GRM) is expected to be submitted in the next period.

MSI and LA-RICS team members have refined the layout for use of the existing shelter at East Sunset Ridge (ESR), with a lease exhibit revision in progress. Additionally, MSI is addressing the road access issue at Mount Lukens (MTL2) with the commissioning of a civil engineering firm to develop a road repair design. The team is proceeding with the location of the existing water main at Mirador (MIR), so that site construction work can commence. There may be site layout modification required of the MIR permit package, depending on the actual location of the tower and generator foundations relative to the water main. Rolling Hills Transit (RHT) site design continues with refinements to the new lattice tower design and relocation of the emergency diesel fuel tank.

41 site design packages been submitted for building department plan check to date. For USFS sites, 10 of 13 USFS site civil packages are in LA County plan check review, with comments and department approvals received at several sites. LA County Plan Check will issue permits following receipt of formal documentation or authorization from USFS via the USFS Special Use Permit. Tower, generator, and fuel tank material orders and are currently pending receipt of USFS Special Use Permit, currently anticipated in 3Q2019. MSI continues to focus on completing the site designs and submitting them to LA County Plan Check for the three remaining USFS sites: East Sunset Ridge (ESR), Mount Lukens (MTL2), and Pine Mountain (PMT).

The primary Phase 2 activities for this period include:

### **Pre-Construction Activities**

MSI provided Plans of Development (POD) for all USFS sites on 12 June 2019. LA-RICS team is reviewing PODs and has provided comments on one site, JPK2 (mm/dd/yyyy), that MSI is using to update the other sites' pre-construction documents, in anticipation of their submission to USFS. Site walks with MSI's selected construction partners have commenced with a visit to USFS Johnson Peak (JPK2) site to refine these PODs, in anticipation of receipt of USFS Special Use Permit.

Mirador (MIR) site construction has been delayed pending location of a previously unidentified existing water main under the proposed LMR improvements. The new tower and generator foundations must be located away from the water main by an offset distance defined by geotechnical engineers. The location of the existing water main is in progress as of this report.

31 site permits have been received, with UCLA site authorization to proceed expected in the next period. Permits have been approved for Baldwin Hills (BHS) and Rio Hondo (RIH) sites, 5/7/2019 and 6/25/2019, respectively. Motorola is still awaiting Site Acquisition Agreements with the most current forecast by the Authority in late September. MSI anticipates that the majority of the 10 USFS site plans currently in plan check will be permitted in the next period.



## Construction Activities

During this reporting period, Phase 2 construction tasks continue. 29 of 58 sites are under construction. Construction is in progress at UASI 16 sites (INDWT, DPW38, and BKK). To date, 12 of 42 new towers have been erected - FCCF, MLM, MVS, ONK, TPK SDW, MMC, VPK, CRN, AGH, OAT, and DPW38. 11 of 21 Pre-fab shelters have been installed - BMT, HPK, LASDTEM, MLM, TPK, MMC, SDW, VPK, CRN, OAT, and BKK. 10 of 15 Existing Tenant Improvement shelters are complete and 1 (SGH) of 23 Concrete Masonry Unit (CMU) block shelters are complete. MSI is working with LA-RICS to obtain Phase 2 construction completion acceptance by sites, as the site work is completed.

The primary Phase 3 activities for this period include:

## Equipment Installation

Equipment installation (FNE and MW) work has been completed or is in progress at the following sites – BKK, CCB, HPK, MMC, BMT, LDWP243, POM, PLM, LAN, CCT, FCCF, SGH, CCB, MVS, LASDTEM, APC, PHN, MLM, VPK, ONK, LARICSHQ, OAT, and CLM. AGH and DPW38 rack installations are the next sites to be completed.

The primary Phase 4 activities for this period include:

## Installation of Antennas and Dishes, Cold Installation of FNE Racks and Batteries, Inter-Rack Cabling



Rack cabling is complete at the following sites: PHN, LASDTEM, APC, FCCF, CCT, BMT, LDWP243, PLM, VPK, MVS, CCB, MLM, MMC, and TPK. Rack cabling is in progress at CRN.



## Phase 4 Equipment Installation, Sites Optimization, Testing

An updated acceptance test program has been submitted to and agreed to by the LA-RICS team.

Early 2-site Downtown 700 MHz cell optimization (FCCF and CCT) has been completed. UHF cell optimization has been temporarily suspended as MSI continues to troubleshoot Channel 15 digital television impacting these two sites.

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

LMR Project Dashboard			
Category	Rating	Change	Comments
Schedule			MSI has provided a revised master schedule that the LA-RICS team is currently reviewing. The proposed new baseline schedule shows LMR System Acceptance on 3/23/2022.
			The Authority and MSI continue to optimize the construction drawing review and approval process for the remaining sites, including the eight Coastal sites.

LMR Project Dashboard			
Category	Rating	Change	Comments
Risk			Risk items have been identified regarding: site selection, zoning approval process, Site Access Agreements, plan check approval process, spectrum, Channels 15 and 16 interference, site power, and site conditions. FEMA independent site environmental approvals required. Potential for additional USFS site environmental mitigation measures.
Budget			Current budget reflects contract pricing and includes the sites that have gone through the true-up review. Revised budgets for each site will be determined at the completion of each true-up. Discussions continue, at the executive level, regarding cost overruns beyond December 2020.

## 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.

Site ID	Activity Name	Activity Status
HPK	Emergency Power Start Up	Complete
OAT	Emergency Power Start Up	Complete
OAT	Install A & L FNE (Including GPS)	In Process
AGH	Install MSI FNE Equipment	In Process
POM	Antenna Support Structure Completed	In Process
POM	Shelter Construction Completed	In Process
POM	Phase 2 Customer Acceptance with Power On	In Process
AGH	Install A & L FNE (Including GPS)	In Process
CRN	Phase 2 Customer Acceptance (less Utility power)	In Process
CRN	Install A & L FNE (Including GPS)	In Process
DPW38	Shelter Construction Completed	In Process
POM	Emergency Power Start Up	In Process
AGH	Install M/W OD	In Process

## 2.2 Tasks Planned for Next Period

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

Site ID	Activity Name	Activity Status
DPW38	Install MSI FNE Equipment	Planned
BKK	Antenna Support Structure Completed	Planned
MVS	Phase 2 Customer Acceptance (less Utility power)	Planned
MVS	Site Substantially Complete	Planned
MVS	Phase 2 Customer Acceptance with Power On (House Power)	Planned
SDW	Phase 2 Customer Acceptance with Power On	Planned
BMT	Phase 2 Customer Acceptance (less Utility power)	Planned
DPW38	Install A & L FNE	Planned
OAT	Phase 2 Customer Acceptance (less Utility power)	Planned
ONK	Shelter Construction Completed	Planned
POM	Phase 2 Customer Acceptance (less Utility power)	Planned
BKK	Install A & L FNE	Planned
SDW	Emergency Power Start Up	Planned
ONK	Site Substantially Complete	Planned
INDWT	Install A & L FNE (Including GPS)	Planned
TPK	Phase 2 Customer Acceptance (less Utility power)	Planned
MMC	Phase 2 Customer Acceptance (less Utility power)	Planned
DPW38	Phase 2 Customer Acceptance (less Utility power)	Planned

## 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.

Site ID	Activity Name	Activity Status
MVS	Phase 2 Customer Acceptance (less Utility power)	Planned
MVS	Phase 2 Customer Acceptance with Power On (House Power)	Planned
SDW	Phase 2 Customer Acceptance with Power On	Planned
BMT	Phase 2 Customer Acceptance (less Utility power)	Planned
OAT	Phase 2 Customer Acceptance (less Utility power)	Planned
POM	Phase 2 Customer Acceptance (less Utility power)	Planned
TPK	Phase 2 Customer Acceptance (less Utility power)	Planned
MMC	Phase 2 Customer Acceptance (less Utility power)	Planned
DPW38	Phase 2 Customer Acceptance (less Utility power)	Planned
CRN	Phase 2 Customer Acceptance with Power On	Planned
BKK	Phase 2 Customer Acceptance (less Utility power)	Planned
MLM	Phase 2 Customer Acceptance with Power On	Planned
MMC	Phase 2 Customer Acceptance with Power On	Planned
TPK	Phase 2 Customer Acceptance with Power On	Planned
DPW38	Phase 2 Customer Acceptance with Power On	Planned
ONK	Phase 2 Customer Acceptance with Power On	Planned
INDWT	Phase 2 Customer Acceptance (less Utility power)	Planned
AGH	Phase 2 Customer Acceptance (less Utility power)	Planned
MVS	Phase 2 Customer Acceptance (less Utility power)	Planned
MVS	Phase 2 Customer Acceptance with Power On (House Power)	Planned
SDW	Phase 2 Customer Acceptance with Power On	Planned
BMT	Phase 2 Customer Acceptance (less Utility power)	Planned

### 3. Project Risk Register

Title	Assigned	Impact	Risk Description	Status
Site Parameters	Authority	High	Site parameters (e.g. tower heights, RF equipment configurations) are different from the baseline agreement and may impact System performance.	Active
Environmental Process	Authority	High	The individual determination of environmental impacts or mitigation may impact the schedule for site work (e.g., bird nesting season). Individual environmental releases from FEMA are required to start work at sites.	Active
Delayed Drawings and Permit Release	Motorola & Authority	High	Delay in permit submission and release has impacted the construction schedule and ability to meet grant spending guidelines. Site changes and System redesign elements are impacting drawing progress for certain sites. The Authority and MSI have implemented a streamlined Drawing Review process that has reduced the design development and approval times.	Active
Site Access Agreements	Authority	Med	Lease holders approvals are needed in order to implement LA-RICS improvements.	Active
Project Schedule	Authority & Motorola	High	Overall project schedule and individual site zoning application submissions and approvals, permit submissions/work starts impacted by implementation of LMR System redesign enhancements, slow A&E construction development progress, utility provision to primary power to sites, and cell optimization and test durations.	Active

### 4. Areas of Concern

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



ID	Event / Circumstance	Remedial Action Taken or Required
02-02	System Design impacts due to changes in site conditions	Motorola and the Authority have analyzed probable site changes and suitable site replacement candidates. Adjusted tower heights and undetermined site parameters at several of the sites will impact the coverage. System 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 (Phases 1-4)	165,717,733
Cumulative Invoice Payments from Last Report	85,521,754
Total Invoice Payments This Period	53,182
Remaining Amount to be Paid	80,142,167

## 7. LA-RICS Master Schedule

The proposed MS Project baseline schedule that LA-RICS is currently reviewing is titled "LARICS LMR IMS DD083119v8".

(See attached LMR Executive Project Summary Snapshots)



## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON  
EXECUTIVE DIRECTOR

October 3, 2019

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) projects. The below meetings occurred since our last report to you:

Municipality	Meeting Date
<b><i>Meetings with representatives from AT&amp;T</i></b>	July 29, August 5, 12, 19, 26, September 9, 11, 16, & 23, 2019
<b><i>Leadership Meetings with Motorola Solutions, Inc.</i></b>	July 31, September 16, & 25, 2019
<b><i>Video Quality in Public Safety (VQIPS) Conference</i></b>	August 6 – 8, 2019
<b><i>Meetings with representatives from Los Angeles County Department of Regional Planning (DRP)</i></b>	August 5, 15, 22, 29, September 5, & 12, 2019
<b><i>UASI LA/LA Regional Interoperability Projects Inter-Systems Logistics and Technical Working Group Meeting</i></b>	August 7, 2019
<b><i>Association of Public Communications Officials (APCO) Conference</i></b>	August 12 – 15, 2019
<b><i>Meetings with representatives from Carson, Claremont, CEO Office of Emergency Management, Los Angeles County Fair, Orange County Sheriff, Inglewood and South Pasadena</i></b>	August 27, 29, September 11, 18, 24, & 25, 2019
<b><i>Attendance at Los Angeles County Public Safety Cluster Area Review Meeting</i></b>	September 4, 2019
<b><i>Attendance at Los Angeles County Operations Cluster Area Review Meeting</i></b>	September 5, 2019
<b><i>Attendance at International Public Safety Association (ISPA) Conference</i></b>	September 17 – 19, 2019

**AGENDA ITEM F**

Municipality	Meeting Date
<i>Meeting with representatives from Los Angeles County Parks and Recreation Department</i>	September 23, 2019
<i>Meeting with representatives from the California Coastal Commission</i>	September 25, 2019

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

Executive Director Edson met with Motorola Solutions, Inc. (Motorola) Project Leadership to discuss PSBN Excess Equipment and LMR Critical System Updates.

Executive Director Edson attended the Video Quality in Public Safety (VQIPS) Conference in Raleigh, North Carolina, and made a presentation on Broadband Technology.

Members of the LA-RICS Team met with representatives from the Department of Regional Planning to review and submit seven (7) LMR Coastal Development Permit applications.

Steve Page, LMR System Manager, Chaired the First UASI LA/LA Regional Interoperability Projects Inter-Systems Logistics and Technical Working Group Meeting with various regional members to discuss Inter-System UASI grant requirements, as well as system and subscriber capabilities; and meet-me point locations and requirements.

Executive Director Edson and Information Technology Specialist Ted Pao attended the APCO Conference in Baltimore, Maryland.

Members of the LA-RICS Team met via in person meetings and conference calls with representatives from the Cities of Carson, Inglewood and South Pasadena and Robert Barreras, Director of CEO Office of Emergency Management, Orange County Sheriff and representatives from the LA County Fair to discuss communication needs, Round 2 PSBN / LTE2 technical logistics and LMR system updates.

Members of the LA-RICS Team attended the LA County Public Safety and Operations Cluster Area Review Meetings to provide insight on the Board of Supervisor's Board Letter requesting Delegated Authority to CEO to negotiate and approve four LMR and two LTE2 sites.

Executive Director Edson attended the ISPA Conference in Washington, D.C.

Members of the LA-RICS Team met with representatives from LA County Parks and Recreation Department to discuss next steps for LMR RPVT site located at the Los Verdes Golf Course.

Members of the LA-RICS Team met with representatives from the Ventura and Long Beach California Coastal Commission Offices to discuss the seven (7) LMR sites in the California Coastal jurisdiction.

Lastly, Volume 4, Issue 15 of the Newsletter was released on August 26, 2019.

WST:pdd



**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

October 3, 2019

To: LA-RICS Authority Board of Directors

From: Scott Edson  
Executive Director

**STATEMENT OF RECEIPTS & DISBURSEMENTS FOR AT&T BUSINESS  
AGREEMENT FUND FOR PUBLIC SAFETY BROADBAND NETWORK**

The purpose of this discussion item is to update your Board on the status of AT&T Business Agreement Fund expenditures for quarter ending June 30, 2019, and corresponding 13<sup>th</sup> Period.

Attachment

GS:pdd





587,854.22

228,247.88

## AGENDA ITEM G - ATTACHMENT

FY18/19-MH02	COUNTY LA-RICS - MENTAL HEALTH	55908	02/06/19	601.96
FY18/19-MH03	COUNTY LA-RICS - MENTAL HEALTH	55908	02/06/19	431.12
FY18/19-MH04	COUNTY LA-RICS - MENTAL HEALTH	55908	02/06/19	430.45
FY18/19-RR01	COUNTY LARICS-REGISTRAR-RECORDER	55908	02/06/19	21,720.23
FY18/19-SH07	COUNTY LA-RICS-SHERIFF'S	55908	02/06/19	5,122.70
FY18/19-SH08	COUNTY LA-RICS-SHERIFF'S-HUERTA	55908	02/06/19	4,895.61
FY18/19-SH09	COUNTY LA-RICS-SHERIFF'S	55908	02/06/19	2,732.72
FY18/19-SH10	COUNTY LA-RICS-SHERIFF'S-HUERTA	55908	02/06/19	4,177.03
FY18/19-SH11	COUNTY LA-RICS-SHERIFF'S	55908	02/12/19	6,319.42
FY18/19-1698	Jacobs Engineering	55908	02/15/19	7,380.00
FY18/19-1712	STATE OF CALIFORNIA DEPT OF MOTOR VEHICLES (	55908	02/20/19	10.00
FY18/19-1708	Jacobs Engineering	55908	02/25/19	5,576.00
FY18/19-RR02	COUNTY LARICS-REGISTRAR-RECORDER	55908	02/25/19	15,602.51
FY18/19-SH12	COUNTY LA-RICS-SHERIFF'S-HUERTA	55908	02/25/19	3,260.12
FY18/19-TT01	COUNTY LA-RICS-TREASURER TAX COLLECTOR	55908	02/25/19	9,621.15
FY18/19-1688	MISC-REFUNDS - FRANK DAVID GARRIDO	55908	03/05/19	75.00
FY18/19-PW02	COUNTY LA-RICS - PUBLIC WORKS	55908	03/06/19	20,192.52
FY18/19-AC03	COUNTY LA-RICS - AUDITOR CONTROLLER	55908	03/12/19	11,910.79
FY18/19-PB05	COUNTY LA-RICS- PROBATION	55908	03/12/19	4,456.64
FY18/19-PB06	COUNTY LA-RICS- PROBATION	55908	03/12/19	2,288.55
FY18/19-SH13	COUNTY LA-RICS-SHERIFF'S	55908	03/12/19	6,148.62
FY18/19-TT02	COUNTY LA-RICS-TREASURER TAX COLLECTOR	55908	03/12/19	13,160.66
FY18/19-1743	VERIZON WIRELESS	55908	04/10/19	395.22
FY18/19-CC01	COUNTY LA-RICS-COUNTY COUNSEL	55908	04/10/19	23,505.60
FY18/19-IS06	COUNTY LA-RICS - ISD	55908	04/10/19	413.13
FY18/19-SH15	COUNTY LA-RICS-SHERIFF'S	55908	04/10/19	20,652.53
FY18/19-1737	Jacobs Engineering	55908	04/16/19	6,150.00
FY18/19-1750	BCA WATSON RICE LLP	55908	04/24/19	14,700.00
FY18/19-FR16	COUNTY LA-RICS-FIRE DEPT	55908	04/30/19	30,070.64
FY18/19-FR17	COUNTY LA-RICS-FIRE DEPT	55908	04/30/19	14,096.08
FY18/19-1744	CARD INTEGRATORS dba CI SOLUTIONS	55908	05/07/19	52.06
FY18/19-1747	Jacobs Engineering	55908	05/08/19	7,380.00
FY18/19-AC04	COUNTY LA-RICS - AUDITOR CONTROLLER	55908	05/15/19	12,496.07
FY18/19-1758	VERIZON WIRELESS	55908	05/16/19	394.50
FY18/19-MH09	COUNTY LA-RICS - MENTAL HEALTH	55908	05/16/19	2,371.02
FY18/19-PW03	COUNTY LA-RICS - PUBLIC WORKS	55908	05/16/19	20,242.80
FY18/19-SH17	COUNTY LA-RICS-SHERIFF'S	55908	05/16/19	10,588.98
FY18/19-SH18	COUNTY LA-RICS-SHERIFF'S	55908	05/16/19	356.58
FY18/19-TT03	COUNTY LA-RICS-TREASURER TAX COLLECTOR	55908	05/16/19	12,677.70
FY18/19-1757	Jacobs Engineering	55908	05/17/19	6,920.90
FY18/19-CC02	COUNTY LA-RICS-COUNTY COUNSEL	55908	05/29/19	2,282.02
FY18/19-CC03	COUNTY LA-RICS-COUNTY COUNSEL	55908	05/29/19	1,913.25
FY18/19-CC04	COUNTY LA-RICS-COUNTY COUNSEL	55908	05/29/19	3,744.32
FY18/19-SH19	COUNTY LA-RICS-SHERIFF'S	55908	06/06/19	25,655.16
FY18/19-1768	VERIZON WIRELESS	55908	06/11/19	492.49
FY18/19-MH10	COUNTY LA-RICS - MENTAL HEALTH	55908	06/11/19	3,512.62
FY18/19-1771	Jacobs Engineering	55908	06/19/19	6,068.00
FY18/19-AC05	COUNTY LA-RICS - AUDITOR CONTROLLER-LABOR-S	55908	06/19/19	3,693.42
FY18/19-DA04	COUNTY LA-RICS DISTRICT ATTORNEY'S OFFICE	55908	06/21/19	3,010.81
FY18/19-AC06	COUNTY LA-RICS - AUDITOR CONTROLLER-LABOR-S	55908	06/28/19	3,444.60
FY18/19-PW04	COUNTY LA-RICS - PUBLIC WORKS	55908	06/28/19	14,563.57
FY18/19-SH21	COUNTY LA-RICS-SHERIFF'S	55908	06/28/19	46,789.41
Subtotal - LMR Administrative Costs				553,927.07
Total Disbursements				\$ 1,370,029.17
Ending Cash Balance, June 30, 2019				\$ 3,981,312.62

Prepared by Los Angeles County Department of Auditor-Controller, Accounting Division  
KY 8/12/19

**Los Angeles Regional Interoperable Communications System Authority (LA-RICS)**  
**Statement of Receipts & Disbursements for AT&T Business Agreement Fund For Public Safety Broadband Network (PSBN)**  
**FY2018-19 13th Period**

				<b>Fund V5A</b>
<b>Cash Balance, as of June 30, 2019</b>				\$ 3,981,312.62
Description	Unit	Record Date	Amount	
<b>Disbursements:</b>				
FY18/19-CC05 COUNTY LA-RICS-COUNTY COUNSEL	55902	07/09/19	2,398.27	
FY18/19-CC06 COUNTY LA-RICS-COUNTY COUNSEL	55902	07/09/19	1,720.97	
RECLS TRAVEL EXP FR V58 TO V5A JVA AC CAGC19	55902	07/16/19	12.00	
FY18/19-MH12 COUNTY LA-RICS - MENTAL HEALTH	55902	07/18/19	6,232.57	
TRANSFER OF TRANSPORTATION/TRAVEL FUNDS (F	55902	07/24/19	359.96	
FY18/19-IS09 COUNTY LA-RICS - ISD	55902	07/26/19	1,220.11	
FY18/19-IS10 COUNTY LA-RICS - ISD	55902	07/26/19	764.88	
FY18/19-IS12 COUNTY LA-RICS - ISD	55902	08/05/19	573.66	
FY18/19-IS11 COUNTY LA-RICS - ISD	55902	08/05/19	520.15	
FY18/19-CC07 COUNTY LA-RICS-COUNTY COUNSEL	55902	08/07/19	2,073.73	
RECLS TRAVEL EXP FR V58-55101 TO V5A-55902 - JV	55902	08/07/19	(40.34)	
RECLS TRAVEL EXP FR V58-55101 TO V5A-55902 - JV	55902	08/07/19	(9.42)	
FY18/19-1787 TELEVATE, LLC.	55902	08/07/19	35,603.00	
FY18/19-1790 SD EDSON, INC	55902	08/07/19	11,074.35	
FY18/19-1790 SD EDSON, INC	55902	08/07/19	13.20	
RECLS TRAVEL EXP FR V58-55101 TO V5A-55902 - JV	55902	08/08/19	57.67	
RECLS TRAVEL EXP FR V58-55101 TO V5A-55902 - JV	55902	08/08/19	10.32	
RECLS TRAVEL EXP FR V58-55101 TO V5A-55902 - JV	55902	08/08/19	47.03	
RECLS TRAVEL EXP FR V58-55101 TO V5A-55902 - JV	55902	08/08/19	25.00	
FY17/18-1604 SOUTHERN CALIFORNIA EDISON CO. ACCT #'s: 2-38	55902	08/08/19	1,334.29	
FY18/19-PW05 COUNTY LA-RICS - PUBLIC WORKS	55902	08/12/19	12,539.29	
FY18/19-DA06 COUNTY LA-RICS DISTRICT ATTORNEY'S OFFICE	55902	08/12/19	23,178.99	
<b>Subtotal - Member Funded JPA Operations Costs</b>				99,709.68
FY18/19-CC05 COUNTY LA-RICS-COUNTY COUNSEL	55906	07/09/19	8,318.59	
FY18/19-CC06 COUNTY LA-RICS-COUNTY COUNSEL	55906	07/09/19	3,127.47	
FY18/19-1779 CORRECT FR V58 TO V5A IN FRANK DAVID GARRIDO	55906	07/16/19	360.00	
FY18/19-1786 NANCY YANG	55906	07/18/19	1,766.01	
FY18/19-AC07 COUNTY LA-RICS - AUDITOR CONTROLLER-LABOR-S	55906	07/18/19	3,416.13	
FY18/19-IS09 COUNTY LA-RICS - ISD	55906	07/26/19	1,198.77	
FY18/19-IS10 COUNTY LA-RICS - ISD	55906	07/26/19	916.59	
FY18/19-IS12 COUNTY LA-RICS - ISD	55906	08/05/19	434.61	
FY18/19-IS11 COUNTY LA-RICS - ISD	55906	08/05/19	550.85	
FY18/19-CC07 COUNTY LA-RICS-COUNTY COUNSEL	55906	08/07/19	4,218.50	
FY18/19-RR05 COUNTY LARICS-REGISTRAR-RECORDER	55906	08/07/19	8,130.05	
<b>Subtotal - LTE Administrative Costs</b>				32,437.57
FY18/19-CC05 COUNTY LA-RICS-COUNTY COUNSEL	55908	07/09/19	3,292.11	
FY18/19-CC06 COUNTY LA-RICS-COUNTY COUNSEL	55908	07/09/19	2,161.09	
FY18/19-1789 VERIZON WIRELESS	55908	07/09/19	414.50	
RECLS FY18/19-FR07	55908	07/16/19	18,398.05	
RECLS FY18/19-FR08	55908	07/16/19	9,272.45	
RECLS FY18/19-FR09	55908	07/16/19	3,452.16	
RECLS FY18/19-FR10	55908	07/16/19	17,961.17	
RECLS FY18/19-FR12	55908	07/16/19	30,586.08	
RECLS FY18/19-FR14	55908	07/16/19	18,595.65	
RECLS FY18/19-FR15	55908	07/16/19	18,327.36	
RECLS TRAVEL EXP FR V58 TO V5A JVA AC CAGC19	55908	07/16/19	387.11	

Description	Unit	Record Date	Amount		
RECLS TRAVEL EXP FR V58 TO V5A JVA AC CAGC19	55908	07/16/19	336.40		
RECLS TRAVEL EXP FR V58 TO V5A JVA AC CAGC19	55908	07/16/19	12.00		
FY18/19-MH12 COUNTY LA-RICS - MENTAL HEALTH	55908	07/18/19	2,810.09		
FY18/19-AC07 COUNTY LA-RICS - AUDITOR CONTROLLER-LABOR-S	55908	07/18/19	3,416.13		
FY18/19-IS09 COUNTY LA-RICS - ISD	55908	07/26/19	4,957.56		
FY18/19-IS10 COUNTY LA-RICS - ISD	55908	07/26/19	275.42		
FY18/19-TT04 COUNTY LA-RICS-TREASURER TAX COLLECTOR	55908	07/26/19	3,380.72		
FY18/19-IS11 COUNTY LA-RICS - ISD	55908	08/05/19	206.57		
FY18/19-SH23 COUNTY LA-RICS-SHERIFF'S	55908	08/07/19	47,381.00		
FY18/19-CC07 COUNTY LA-RICS-COUNTY COUNSEL	55908	08/07/19	5,988.83		
FY18/19-1794 Jacobs Engineering	55908	08/07/19	6,970.00		
Subtotal - LMR Administrative Costs				198,582.45	
Total Disbursements				\$	330,729.70
Ending Cash Balance, 13th Period				\$	3,650,582.92

Prepared by Los Angeles County Department of Auditor-Controller, Accounting Division  
KY 9/17/19



## 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

October 3, 2019

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

Dear Directors:

### **DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE AGREEMENTS FOR LONG TERM EVOLUTION ROUND 2 AND LAND MOBILE RADIO SYSTEM SITES**

#### **SUBJECT**

This letter requests authority from the Board for the Executive Director to complete negotiations, and finalize and execute real estate agreements substantially similar in form to the enclosed documents for the below five (5) sites and as identified in Enclosure 1. These agreements will allow the sites to be used for the construction, implementation, operation and maintenance of the Long Term Evolution Round 2 (LTE2) System and the Land Mobile Radio (LMR) System, which will provide public safety interoperable communications to the Los Angeles County region. The six (6) associated agreements needed, which are presented in substantially similar form to the final documents to be executed, are as follows (enclosed as Enclosure 2):

- (1) Amendment No. 1 to Site Access Agreement (SAA) with the County of Los Angeles for LTE2 site known as Cerro Negro 2 (CRN2);
- (2) Two (2) SAAs with County of Los Angeles for two LMR sites known as Black Jack Mountain (BJM) and Tower Peak (TWR);
- (3) One (1) SAA for Ingress/Egress with the County of Los Angeles for one LMR site known as Whitaker Ridge (WTR); and
- (4) Sub-Outgrant Lease between the County of Los Angeles and Federal Aviation Administration (FAA) and one (1) SAA with the County of Los Angeles for one LMR site known as San Pedro Hill (SPH).

**AGENDA ITEM H**

**RECOMMENDED ACTION:**

It is recommended that your Board:

1. Find the approval and execution of Amendment No. 1 to SAA for LTE2 site CRN2 with the County of Los Angeles which would allow the construction, implementation, operation and maintenance of the LTE2 System infrastructure to be incorporated into the First Responder Network Authority (FirstNet) National Public Safety Broadband Network (NPSBN) at this site, is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations. (CEQA Guidelines) Sections 15301, 15303, and 15304 for the reasons stated in this Board Letter and as noted in the record of the LTE2 project;
2. Find the approval and execution of the SAAs with County of Los Angeles for LMR sites BJM and TWR are within the scope of the impacts analyzed in the Final Environmental Impact Report (EIR) for the Authority's LMR System, which was previously certified by the Authority under CEQA on March 29, 2016; that the environmental findings and Mitigation Monitoring Program previously adopted by the Board are applicable to the currently recommended actions; and there are no changes to the project at these two sites or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects;
3. Find the approval and execution of the SAA with County of Los Angeles for ingress/egress for LMR Site WTR is within the scope of the impacts analyzed in the Final Environmental Impact Report (EIR) for the Authority's LMR System, which was previously certified by the Authority under CEQA on March 29, 2016; that the environmental findings and Mitigation Monitoring Program previously adopted by the Board are applicable to the currently recommended action; and 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;
4. Find the approval and execution of the Sub-Outgrant Lease between the Authority, and Federal Aviation Administration (FAA), if needed, and SAA with the County of Los Angeles for LMR Site SPH is within the scope of activities previously authorized on December 12, 2016 which your Board found statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the Authority's project, and that leased circuit work that may occur outside of Site SPH needed to provide network connectivity to the LMR System sites, is categorically exempt under CEQA pursuant to CEQA Guidelines Sections 15301, 15303 and 15304 for the reasons stated in this letter and as noted in the record of the LMR project, and that the determination that these activities are exempt from CEQA remains unchanged; and



5. Authorize the Executive Director to finalize and execute the six (6) real estate agreements identified herein, substantially similar in form to the agreements attached hereto.

### **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 LTE broadband and/or LMR communication sites. With respect to LTE2 and LMR discussions and negotiations with the County of Los Angeles and Santa Catalina Island Conservancy, this has resulted in the attached Amendment No. 1 to SAA and SAAs, Enclosure 2.

Entering into the proposed Amendment No. 1 to SAA and the other SAAs, would provide the Authority with licenses or sublicenses to use a portion of the parties' owned or leased property for use as LTE2 and LMR communications sites. These licensed sites would include all necessary space and easements for access and utilities to construct, install, operate, maintain and repair LTE2 and LMR communications facilities. Site CRN2 is needed for the LTE2 System. Sites BJM, TWR, WTR and SPH are needed for the LMR System.

Delegated authority is requested to execute the agreements on substantially similar terms and conditions as previously approved by your Board for the LTE2 and/or LMR installations, and as attached to this Board letter. Granting approval for the execution of these proposed agreements will assist in keeping the LTE2 and LMR projects' schedules on track, and help make the goal of interoperable communications in Los Angeles County a reality.

A brief summary of similar relevant provisions with the County of Los Angeles, Santa Catalina Island Conservancy and the FAA follows below:

Agency	Number of Sites	Term	Lease Cost	Zoning Requirements	Ministerial Permitting Cost
County of Los Angeles SAAs (BJM & TWR)	2	5 years w/1-5 year renewal option	Gratis	Coastal Development Permits	Waived
County of Los Angeles SAA and FAA Sub-OutGrant (SPH)	1	5 years	Gratis	Exempt	Waived
County of Los Angeles SAAs (WTR, CRN2)	2	Unlimited	Gratis	Exempt	Waived



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

Construction of the proposed LTE2 and LMR system sites would allow for greater frequency flexibility and would increase radio and broadband coverage, especially in those areas where there is no current or very limited coverage. The addition of new LTE2 infrastructure at site CRN2 will also provide public safety agencies the opportunity to increase their coverage footprint for their responders as part of the FirstNet NPSBN. 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**

The granting of non-exclusive access to the Authority will be on a gratis basis.

### **ENVIRONMENTAL DOCUMENTATION**

#### **LTE2 Site CRN2**

LTE2 site CRN2 site is exempt from review under CEQA pursuant to CEQA Guidelines Sections 15301, 15303, and 15304. This determination was based on a detailed analysis of each site, available in the Authority's files, which demonstrates that the communication equipment proposed at each site (1) consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use (CEQA Guidelines § 15301); (2) consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and/or the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure (CEQA Guidelines § 15303); and (3) consists of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (CEQA Guidelines § 15304). The analysis also demonstrates that none of the activities proposed at these sites trigger any applicable exception to the identified categorical exemption(s) (CEQA Guidelines § 15300.2.)

#### **LMR SITES BJM, TWR, and WTR**

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, which analyzed environmental impacts from the construction, installation, operation and maintenance of the LMR equipment. The currently recommended actions related to sites BJM, TWR, and WTR are within the scope of the project 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 that would result in new significant effects or a substantial increase in the severity of previously identified significant effects or the need for additional mitigation, or the need for new findings under CEQA.

#### LMR Site SPH

As the CEQA lead agency, the Authority determined on December 12, 2016, that design, construction, implementation, operation, and maintenance of the LMR System infrastructure at Site SPH is exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Authority, which exempts these activities as long as they meet certain criteria set forth in the exemption. The Authority also determined that leased circuit work that may occur outside of this site is categorically exempt under CEQA pursuant to CEQA Guidelines Sections 15301, 15303, and 15304. Approval and execution of the Sub-Outgrant and SAA at site SPH is within the scope of the previously authorized activities, and the determination that these activities are exempt from CEQA remains unchanged. This determination is supported by substantial evidence in the custody of the Authority, which is incorporated in relevant part into the record of proceedings for the SPH Sub-Outgrant and SAA.

Upon the Board's approval of the recommended actions, the Authority will file Notices of Exemption with the County Clerk for LTE2 site CRN2 and LMR site SPH and will file Notices of Determination with the County Clerk for LMR sites BJM, TWR and WTR.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

SE:wst:pdd

Enclosures

c: Counsel to the Authority

# LMR and LTE2 Site List

Site ID	Facility Name	Parcel Owner	Address Line	City	LMR/LTE
BJM	Black Jack Peak	Santa Catalina Island Conservancy	Mount Black Jack	Avalon, Santa Catalina Island	LMR
TWR	Tower Peak	Santa Catalina Island Conservancy	Banning House Road	Two Harbors, Santa Catalina Island	LMR
SPH	San Pedro Hill	Government/ FAA	3860 E Crest Road	Palos Verdes Peninsula	LMR
WTR	Whitaker Ridge	Government/ USFS	Whitaker Ridge Road	Castaic	LMR
CRN2	Cerro Negro 2	Los Angeles County	Sugar Loaf Drive	La Canada Flintridge	LTE2

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

**THIS AMENDMENT NUMBER 1 TO LMR SITE ACCESS AGREEMENT** (together with all exhibits, attachments, and schedules hereto, if any, "**Amendment No. 1**") TO THE LMR SITE ACCESS AGREEMENT ("**Agreement**") entered into on December 20, 2016, is effective as of \_\_\_\_\_,

**BY AND BETWEEN**  
referred

**COUNTY OF LOS ANGELES**, hereinafter  
to as "**Owner**"

**AND**

Authority,

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

**RECITALS:**

**WHEREAS**, Owner and the LA-RICS Authority have entered into an Agreement dated December 20, 2016 to permit the use of the Cerro Negro as a Land Mobile Radio ("**Broadband**" or "**LMR**") broadband communication site; and

**WHEREAS**, LA-RICS Authority now desires to also collocate, construct, install, operate and maintain Long Term Evolution ("**LTE**") equipment at the Cerro Negro ("**LTE Site**"); and

**WHEREAS**, Owner is willing to permit use of a portion of the Cerro Negro 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 "LMR Site" shall be replaced with "LA-RICS Site", as defined in this Amendment No. 1.
- 2.02 All references in the Agreement to "LMR Vendor" shall be replaced with "LMR Vendor and/or LTE Vendor." "LMR Vendor" and "LTE Vendor" are currently defined in the Agreement.
3. Revisions to Section 1. The first paragraph of Section 1 is hereby deleted in its entirety and is replaced as follows:
- "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 LMR and LTE 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. The first paragraph of Section 2 is hereby deleted in its entirety and is replaced as follows:
- "The sole purpose of this Agreement is to allow the LA-RICS Authority to access and use the LA-RICS Site for the installation, operation, maintenance, and repair of an LMR and LTE communication facility. The LA-RICS Authority, (and/or its member agencies, the LMR Vendor and/or 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 LMR and 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 LMR and 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 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, 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:
- 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. Revisions to Section 25. The following paragraph shall be added to Section 25 as paragraph 25.07 and shall read as follows:

Notwithstanding the foregoing or any language to the contrary contained herein, the LTE system located at the LA-RICS Facility will be ultimately incorporated into the federal First Responder Network Authority's ("FirstNet") National Public Safety Broadband Network ("NPSBN") operated by FirstNet's federal contractor, AT&T Corp. and its various wholly owned direct and indirect subsidiaries including New Cingular Wireless PCS, LLC, (collectively, "AT&T"), following the receipt of appropriate federal approvals from the Department of Commerce's National Oceanic and Atmospheric Administration Grants Office ("NOAA Grants Office") and National Telecommunications and Information Administration ("NTIA"). LA-RICS Authority will seek approval from the NOAA Grants Office and/or NTIA to sublicense the LTE system constructed and installed at the LA-RICS Facility once completed to FirstNet's federal contractor, AT&T, for inclusion in the NSPBN, if LA-RICS Authority is granted approval from the NOAA Grants Office and/or NTIA to transfer the equipment constructed and installed at the Site to FirstNet's federal contractor, AT&T, for inclusion in the NSPBN, LA-RICS Authority shall enter into a sublicense with AT&T whereby the LTE system of the LA-RICS Facility shall be sublicensed to AT&T, which Owner consent to sublicense shall be granted by Owner at the time of execution of the sublicense agreement.

7. 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.

8. 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.

*[SIGNATURE PAGE IMMEDIATELY FOLLOWS]*



**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.

**LA-RICS AUTHORITY:**

**THE LOS ANGELES REGIONAL  
INTEROPERABLE  
COMMUNICATIONS SYSTEM  
AUTHORITY**, a California Joint Powers  
Authority

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**OWNER:**

**COUNTY OF LOS ANGELES**,  
a body corporate and politic

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

**MARY WICKHAM  
COUNTY COUNSEL**

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

**APPROVED AS TO FORM:**

**MARY WICKHAM  
COUNTY COUNSEL**

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

**SITE ACCESS AGREEMENT  
TOWER PEAK COMMUNICATIONS SITE**

**THIS SITE ACCESS AGREEMENT** ("Agreement"), is made and entered into in duplicate original this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

**BY AND BETWEEN**

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

**AND**

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

**RECITALS:**

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

**WHEREAS**, COUNTY leased from landowner CONSERVANCY certain real property commonly known as Los Angeles COUNTY Tower Peak Communications Site on the island of Catalina, California as described on **Exhibit A-1** attached hereto ("Tower Peak"), which is a portion of Los Angeles COUNTY Assessor Parcel Number ("APN") 7480-040-012;

**WHEREAS**, COUNTY desires to license the use of a portion of Tower Peak to LA-RICS AUTHORITY for use as a Land Mobile Radio ("LMR") communications site;

**WHEREAS**, the Californian Coastal Commission only allows a single communications tower at Tower Peak where COUNTY owns a one hundred feet tall communications tower, and County will allow the landowner CONSERVANCY (CONSERVANCY) to occupy some space at the COUNTY tower,

**WHEREAS**, COUNTY allows LA-RICS AUTHORITY to build a new tower to replace COUNTY's tower using LA-RICS AUTHORITY's grant funding source, in order to accommodate LA-RICS, COUNTY and COUNTY's sublessee CONSERVANCY,

**WHEREAS**, COUNTY shall collocate with LA-RICS AUTHORITY and COUNTY'S sublessee CONSERVANCY inside COUNTY's shelter and LA-RICS's tower, with each party occupying specific locations agreed upon by COUNTY, LA-RICS and CONSERVANCY,

**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; and (b) any of LA-RICS AUTHORITY member agencies may assume 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 Tower Peak in accordance with the terms and conditions prescribed herein.

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

1. **LMR SITE**

1.01 COUNTY hereby licenses to LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from COUNTY on the terms and conditions set forth herein, the use of land within a portion of Tower Peak, together with all necessary space and easements for access and utilities to install and operate an unmanned LMR communications facility, consisting of the leased parcels of land shown on **Exhibit A-2** attached hereto and incorporated herein by this reference (the "LMR Site").

1.02 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. LA-RICS AUTHORITY accepts the LMR Site in its as-is condition with no duty to investigate, and COUNTY makes no warranty, express or implied, as to the suitability of the LMR Site or Tower Peak for LA-RICS AUTHORITY's use; its physical condition, including the condition and stability of the soils or groundwater on or under any of Tower Peak; 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 LA-RICS AUTHORITY's expense in accordance with all of the terms and conditions of this Agreement.

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

1.05 Ownership of all improvements constructed by LA-RICS AUTHORITY upon each and every site comprising the LMR Site and all alterations, additions or betterments thereto shall remain with LA-RICS AUTHORITY or other agencies as may be provided by any applicable LA-RICS grant requirements. LA-RICS AUTHORITY may not remove its communications tower or any of its own improvements to Tower Peak at any time without the

consent of COUNTY during the term of this Agreement, and COUNTY hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

## 2. **PURPOSE AND USE**

2.01 The sole purpose of this Agreement is to allow LA-RICS AUTHORITY to use the LMR Site for the installation, operation, maintenance, and repair of a LMR facility. 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 LA-RICS AUTHORITY's LMR communications system, which typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements listed on **Exhibit B** (Equipment List) attached hereto and incorporated herein by this reference (such LMR system, and associated infrastructure, shelters, equipment and related improvements, collectively, the "LA-RICS Facility") and other related materials as may be deemed necessary by LA-RICS AUTHORITY, and (b) shall be allowed access over, through and across each site comprising Tower Peak 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 LA-RICS AUTHORITY shall ensure that all usage of the LMR Site and/or Tower Peak hereunder, including without limitation usage by the LMR Vendor, is in compliance with all terms and conditions of this Agreement.

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

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

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

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

3.03 COUNTY and LA-RICS AUTHORITY acknowledge that 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 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., LA-RICS AUTHORITY has adopted the COUNTY's operating mode). Accordingly, COUNTY and LA-RICS AUTHORITY agree that LA-RICS AUTHORITY (i) will comply with COUNTY Building Code requirements and (ii) will seek only those governmental approvals that would normally apply to the COUNTY, other than with respect to ministerial permits as described below. Notwithstanding the foregoing, the parties agree that their cooperation in addressing any concerns raised by the COUNTY is essential to the success of the LA-RICS project and that accordingly all such concerns will be taken into consideration throughout the LMR Site plan approval process, as described in this Section 3 and in Section 8.

3.04 LA-RICS AUTHORITY shall be solely responsible for the procurement of all required permits for the use, maintenance, occupancy of the LMR Site and for any construction, work or repair of any portion of the LMR Site and in particular shall secure and maintain all required AQMD permits with copies of such permits. Any change or alteration to such permits provided shall be subject to review and approval prior to submission to the relevant permitting authority. Should ministerial permits be required, COUNTY shall expeditiously process such permits within its jurisdiction. To the extent there may be costs associated with COUNTY's review, such costs will be waived for LA-RICS AUTHORITY. LA-RICS AUTHORITY may perform and obtain, at 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 LA-RICS AUTHORITY's use of the LMR Site will be compatible with LA-RICS AUTHORITY's engineering specifications and design and operational requirements. COUNTY shall work cooperatively and expeditiously with LA-RICS AUTHORITY to complete review of any project plans and specifications, so as not to delay the design and construction of the LA-RICS Facility.

4. **TERM**

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

5. **CONSIDERATION**

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

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

## **EQUIPMENT**

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

## **7. INSTALLATION**

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

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

7.03 COUNTY reserves the right, at its expense, to install on Tower Peak, including without limitation within the LMR Site, its own communications shelter, telecommunications



equipment, and appropriate tower space, for COUNTY and its sublessee CONSERVANCY, telecommunications and/or microwave (collectively, the "COUNTY Facilities, et al") so long as the installation of said COUNTY Facilities, et al does not interfere with LA-RICS AUTHORITY's operations. LA-RICS AUTHORITY and COUNTY agree to make commercially reasonable efforts to resolve any radio frequency interference issues with equipment, transmission or reception caused by the installation of the COUNTY Facilities, et al.

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

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

## 8. **ALTERATIONS**

LA-RICS AUTHORITY shall make no renovations, alterations or improvements to the LMR Site or Tower Peak other than to install, maintain, replace and operate the LA-RICS Facility in accordance with the documentation attached hereto as Exhibits A, B, and C and/or as permitted elsewhere herein, without providing prior written notice to COUNTY, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2.02 hereof. Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS AUTHORITY shall have the right to make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements without

providing notice to the COUNTY or that may be required as a result of FCC rules or regulations, after providing notice to the COUNTY. LA-RICS AUTHORITY agrees: (i) to submit to the COUNTY, for review and approval, all plans and specifications, working drawings, and other information reasonably required by the COUNTY covering proposed alterations by LA-RICS AUTHORITY, (ii) to discuss with COUNTY the COUNTY's concerns, if any, regarding the proposed alterations, and (iii) to work in good faith to address such concerns. All work to be done by LA-RICS AUTHORITY shall be performed in accordance with the plans provided to COUNTY.

9. **MAINTENANCE**

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

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

10. **CONSTRUCTION STANDARDS**

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

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

11. **OTHER OPERATIONAL RESPONSIBILITIES**

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

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

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

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

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

12. This Section is omitted.

13. **ACCESS TO LMR SITE**

13.01 COUNTY hereby allows LA-RICS AUTHORITY, its member agencies, the LMR Vendor, and other agents the nonexclusive right to use, at its sole risk, during the term of this Agreement, the access given by CONSERVANCY, owner of the private access road which serves the LMR Site ("Access"). CONSERVANCY may charge an access fee. 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. LA-RICS AUTHORITY shall provide COUNTY with notice of all of its representatives or agents who are authorized to access the LMR Site pursuant to this Section.

14. **EMERGENCY ACCESS BY COUNTY**

The COUNTY, COUNTY's landowner and sublessee CONSERVANCY and their authorized agents and subtenants may access the tower portion of the LMR Site at any time for the purpose of managing functions of their antenna system. Only COUNTY and its authorized agent can access the building portion of the LMR Site at any time for the purpose of performing maintenance, inspection and/or for making emergency improvements or repairs to the LMR Site or to interrupt or terminate LA-RICS AUTHORITY's transmission(s) from the LMR Site should LA-RICS AUTHORITY be unable or unwilling to respond to COUNTY's request to take immediate action to correct any deficiency which threatens COUNTY's operation on the LMR Site, provided that COUNTY shall endeavor to provide a 24-hour prior notice to LA-RICS AUTHORITY and shall access the LMR Site in the presence, if possible, of an LA-RICS AUTHORITY representative, if provided by LA-RICS AUTHORITY. Notwithstanding the foregoing, COUNTY shall not be required to provide notice to LA-RICS AUTHORITY prior to entering the building portion of the LMR Site due to an emergency;

provided, however, that under no circumstance shall the COUNTY access LA-RICS AUTHORITY's equipment cabinets. Under no circumstances shall CONSERVANCY enter the building portion of the LMR Site. COUNTY shall use its best efforts to minimize any inconvenience or disturbance to LA-RICS AUTHORITY when COUNTY is entering the LMR Site or when CONSERVANCY is accessing the tower portion of the LMR Site. LA-RICS AUTHORITY shall reimburse COUNTY within thirty (30) days of receipt of COUNTY's written request for COUNTY's actual costs to correct any deficiency that is corrected by COUNTY pursuant to this Section.

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

**15.01 No Interference.** LA-RICS AUTHORITY shall not use the LMR Site in any way which causes radio frequency ("RF") interference in excess of levels permitted by the FCC or otherwise interferes with the use of Tower Peak by COUNTY or COUNTY's agents, invitees or other licensees or users who may occupy portions of Tower Peak 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 Tower Peak. LA-RICS AUTHORITY shall conform to COUNTY's Internal Services Department Facilities Standard STD-140 Radio Site Management, including without limitation the requirement of submitting radio system installation plans for approval.

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

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

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

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

**16. UTILITIES**

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

**17. HOLD HARMLESS AND INDEMNIFICATION**

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

COUNTY agrees to indemnify, defend, save and hold harmless LA-RICS AUTHORITY and its member agencies, agents, elected and appointed officers, employees, and contractors from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation,

bodily injury, death, personal injury, or property damage arising from or connected with the negligence or willful misconduct of COUNTY and/or its agents, elected and appointed officers, employees, and contractors in connection with the performance of COUNTY's obligations hereunder.

## 18. **INSURANCE**

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

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

(1) Comprehensive general liability insurance endorsed for Site-operations, products/completed operations, contractual, broad 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 LA-RICS AUTHORITY's business operations.

(b) **Workers Compensation.** A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the labor code of the State of



California, and which specifically covers all persons providing services on behalf of LA-RICS AUTHORITY and all risks to such persons under the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 20. **TAXES**

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

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

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

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

21. **NOTICES**

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

LA-RICS AUTHORITY  
2525 Corporate Place, Second Floor  
Monterey Park, California 91754

ATTN: Executive Director

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

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

COUNTY of Los Angeles  
Chief Executive Office – Real Estate Division  
222 South Hill Street, 3<sup>rd</sup> Floor  
Los Angeles, California 90012

Attn: Director of Real Estate

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

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

22. **LA-RICS FACILITY REMOVAL**

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

23. **INDEPENDENT STATUS**

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

24. **AMENDMENT**

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

25. **ASSIGNMENT**

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

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

- (i) A written request for approval;
- (ii) The name, address, and most recent financial statements of the proposed sublicensee, assignee, or other transferee;

- (iii) Proposed unredacted instrument of transfer or assignment or any or all of its rights hereunder; and
- (iv) Any other information reasonably requested by the COUNTY.

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

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

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

25.06 COUNTY shall have the right to lease or license the use of space on LA-RICS Authority's telecommunications tower(s) to CONSERVANCY and its tenants, if such telecommunications tower(s) is/are capable of housing CONSERVANCY and its tenants based on terms mutually agreeable to LA-RICS AUTHORITY. COUNTY'S sublease to CONSERVANCY shall (a) 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. .

26. **SUBORDINATION AND NON-DISTURBANCE**

COUNTY shall obtain, not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagees, ground lessors and master lessors, if any, of Tower Peak. At COUNTY's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "Mortgage") by COUNTY which from time to time may encumber all or part of Tower Peak; provided, however, as a condition precedent to LA-RICS AUTHORITY being required to subordinate its interest in this Agreement to any future Mortgage covering Tower Peak, COUNTY shall obtain for LA-RICS AUTHORITY's benefit a non-disturbance and attornment agreement in a form reasonably satisfactory to LA-RICS AUTHORITY and containing at a minimum the terms set forth herein below ("Non-Disturbance Agreement"), and shall recognize LA-RICS AUTHORITY's right to remain in occupancy of and have access to the LMR Site as long as LA-RICS AUTHORITY is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor



in interest or any purchase of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in Tower Peak, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, (b) fulfill COUNTY's obligations under this Agreement, and (c) promptly cure all of the then-existing COUNTY defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LA-RICS AUTHORITY will execute an agreement for the Lender's benefit in which LA-RICS AUTHORITY: (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of the Lender, (ii) agrees to attorn to Lender if Lender becomes the COUNTY of Tower Peak, and (iii) agrees to accept a cure by Lender of any of COUNTY's defaults, provided such cure is completed within the deadline applicable to COUNTY.

27. **CONDEMNATION**

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

28. **DEFAULT**

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

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

29. **WAIVER**

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

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

30. **HAZARDOUS MATERIALS**

The parties hereto hereby warrant and represent that they shall comply with all applicable Federal, State, and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the LMR Site and Tower Peak. 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 Tower Peak as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8., as it may be amended from time to time.

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

31. **DAMAGE OR DESTRUCTION**

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

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

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

32. **AUTHORIZATION WARRANTY**

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

33. **INDEPENDENT CONTRACTOR STATUS**

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

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

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

35. **COMPLIANCE WITH APPLICABLE LAW**

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

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

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

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

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

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

36.05 While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a

determination by the California Fair Employment Practices Commission, the Federal Equal Employment Opportunity Commission that LA-RICS AUTHORITY has violated Federal or State anti discrimination laws or regulations shall constitute a finding by COUNTY that LA-RICS AUTHORITY has violated the anti-discrimination provisions of this Agreement.

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

37. **NON EXCLUSIVITY**

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

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

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

39. **PUBLIC RECORDS ACT**

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

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

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

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

#### 40. **OTHER TERMS AND CONDITIONS**

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

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

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

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

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



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

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

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

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

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

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

43. **BANKRUPTCY**

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

44. **SUCCESSORS AND ASSIGNS**

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

45. **SEVERABILITY**

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

46. **INTERPRETATION**

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

47. **ENTIRE AGREEMENT**

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

**COUNTY-SPECIFIC PROVISIONS:**

48. **LOBBYIST**

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

49. **ENFORCEMENT**

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

50. **SOLICITATION OF CONSIDERATION**

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

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

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

LA-RICS AUTHORITY acknowledges that the COUNTY of Los Angeles places a high priority on the implementation of the Safely Surrendered Baby Law. LA-RICS AUTHORITY understands that it is the COUNTY's policy to encourage LA-RICS AUTHORITY to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at 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](http://www.babysafela.org).

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

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

52.02 As required by the COUNTY's Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting LA-RICS AUTHORITY's duty under this Agreement to comply with all applicable provisions of law, 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**, LA-RICS AUTHORITY has executed this Agreement or caused it to be duly executed and COUNTY has caused this Agreement to be executed on the day, month and year first above written.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY (LA-RICS)**

A California Joint Powers Authority

By: \_\_\_\_\_  
Scott Edson  
Executive Director

APPROVED AS TO FORM:

MARY C. WICKHAM  
COUNTY COUNSEL

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

**COUNTY OF LOS ANGELES**

SACHI A. HAMAI  
Chief Executive Officer

By: \_\_\_\_\_  
David Howard  
Assistant Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM  
COUNTY COUNSEL

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

## EXHIBIT A SITE DESCRIPTION



**Tower Peak (TWR) Telecommunications Site  
Banning House Road  
Two Harbors, CA 90704**

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code	Supervisory District
TWR	Tower Peak	Santa Catalina Island Conservancy	Banning House Road	Two Harbors	CA	90704	4

## EXHIBIT B

### EQUIPMENT LIST

#### Tower Peak (TWR) Telecommunications Site

New 150' Lattice Tower (1),

New CMU Block Wall Equipment Shelter (32' x 17') (1),

New LMR Indoor RF Rack (13),

New LMR Indoor DC Rack (1),

New LMR Indoor Battery Rack (2),

New LMR Indoor Future Rack (1),

New LMR Antenna (30),

New LMR Microwave Dish (4),

New LMR GPS Antenna (1),

New 150 Kw Generator (1),

New 3,807 Gallon Fuel Tank (1)



## **EXHIBIT C**

### **SITE PLAN**

#### **Tower Peak (TWR) Telecommunications Site**

The County and Master Licenser approved Construction Document set will be incorporated by reference as part of the fully e

DRAFT

**SITE ACCESS AGREEMENT**  
**(INGRESS/EGRESS WITHOUT CONSTRUCTION)**  
**WHITAKER RIDGE COMMUNICATION SITE**

**THIS SITE ACCESS AGREEMENT** ("Agreement"), is made and entered into in duplicate original this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

**BY AND BETWEEN**

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

**AND**

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

**RECITALS:**

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

**WHEREAS**, County is permitted the use of certain real property commonly known as Los Angeles County Whitaker Ridge Communication Site ("Whitaker Ridge") inside the Angeles Forest west of Interstate 5 south and west of Whitaker Summit, California, as described on Exhibit A attached hereto ("Real Property") pursuant to a telecommunication site agreement with the United State of America Department of Agriculture Forest Service, ("Master Permittor"), as the land owner of Whitaker Ridge, which is a portion of Los Angeles County Assessor Parcel Number ("APN") 3247-006-301, under County Permit no. **L-1309**, dated August 17, 2018 (the "Master Permit Agreement"), and

**WHEREAS**, LA-RICS, its contractors and subcontractors have been given authority by Master Permittor to use of the northern one hundred (100) foot long portion of the Real Property as an ingress and egress access ("Access") to LA-RICS Authority's Land Mobile Radio ("LMR") broadband communication site situated next door to the Real Property; and

**WHEREAS**, the parties hereto acknowledge that: (a) LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LMR Vendor") with respect to the construction of the LMR site next door to the Real Property but not on the Real Property; (b) any of the LA-RICS Authority member agencies may assume the LA-RICS Authority's rights and obligations under this Agreement and/or may use this Access; and

**WHEREAS**, LA-RICS AUTHORITY is willing to accept and exercise the rights described by this Agreement for use of an access located on the northern part of 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. **ACCESS**

County hereby licenses to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from County on the terms and conditions set forth herein, the ingress and egress of land of about One Hundred Feet (100) feet long, within a portion of the Real Property, together with all necessary space, private access roads and easements that have been given prior approval for use by Master Permittor, who is also the owner of the Real Property and private access road for access and utilities, as shown on Exhibit A attached hereto and incorporated herein by this reference (the "Access").

The LA-RICS AUTHORITY acknowledges its personal inspection of the Access 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 Access in its as-is condition with no duty to investigate, and County makes no warranty, express or implied, as to the suitability of the Access or the Real Property for the LA-RICS AUTHORITY's use; its physical condition, including the condition and stability of the soils or groundwater on or under any of the Real Property; and the presence of pollutants or contaminants therein.

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

LA-RICS AUTHORITY hereby acknowledges that the Real Property is occupied by the County pursuant to the Master Lease Agreement. Accordingly, it is understood and recognized that this Agreement constitutes a sublease and that this Agreement shall be subject in all respects to the terms of, and the rights of Master Permittor under the Master Lease Agreement, as set forth in the Master Lease Agreement. Except as otherwise expressly provided in this Agreement, the terms and conditions of the Master Lease Agreement insofar as they relate to the Real Property or the Access, subject to the terms set forth in this Section 1.06, are made a part of and incorporated into this Agreement as if recited herein in full. Notwithstanding the foregoing, in the event of conflict between the terms of the Master Lease Agreement and the terms of this Agreement, as between the County and LA-RICS AUTHORITY only, the terms of this Agreement shall control; provided, however, in the event the observance or performance by either party hereto of the terms of this Agreement may result in a breach of the terms of the Master Lease Agreement, the subject terms of this Agreement shall be invalid and unenforceable and the corresponding terms of the Master Lease Agreement shall control.

2. **PURPOSE AND USE**

County hereby grants to the LA-RICS AUTHORITY, its member agencies, the LMR Vendor, the First Net Parties, and other agents a nonexclusive right to use, at its sole risk, during the term and option period of this Agreement, to use the Access to reach LA-RICS' LMR facility next door to the Real Property, but only to the extent County has legal authority to grant such Access and has control over the Access. The LA-RICS AUTHORITY (and/or its member agencies, the LMR Vendor, and/or other agents, collectively "LA-RICS AUTHORITY PARTIES") shall have the right to be allowed access over, through and across the northern portion of the Real Property 24 hours per day, 7 days per week without notice. The Access shall be used only for the purposes authorized by this Section 2, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

The LA-RICS AUTHORITY shall ensure that all usage of the Access, including without limitation usage by the LMR Vendor AND OTHER LA-RICS AUTHORITY PARTIES, is in compliance with all terms and conditions of this Agreement.

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

LA-RICS AUTHORITY acknowledges that, in the event County lacks legal authority to grant or control over the Access, it must obtain from the applicable owner(s) of the Real Property, a separate grant of access for itself and its member agencies and the LMR Vendor.

3. **TERM**

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

4. **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.

5. **CONDITIONS ON THE ACCESS**

The LA-RICS AUTHORITY, on behalf of itself and its member agencies, the LMR Vendor and the First Net Parties, acknowledge and accept the present condition of the Access on an "as is" basis. The LA-RICS AUTHORITY shall provide County and Master Permittor with notice of all of its representatives or agents who are authorized to access the Access pursuant to this Section.

County and Master Permitter shall have the right to inspect the Access at any time without prior written notice to the LA-RICS AUTHORITY. LA-RICS AUTHORITY accepts the Access in an "as is" condition as of the date of full execution of this Agreement. The LA-RICS AUTHORITY shall not install equipment or alteration on the Access, in accordance with all of the terms and conditions of this Agreement.

County reserves the right, at its expense, to install on the Real Property, including without limitation within the Access, its own communications shelter, telecommunication equipment, and appropriate tower space for telecommunications and/or microwave (collectively, the "County Facilities") so long as the installation of said County Facilities does not interfere with LA-RICS AUTHORITY's Access or operations. The LA-RICS AUTHORITY shall not cause or permit any change of any equipment installed by the County on the Access including power outputs or cause any interferences in the use of frequencies of LA-RICS equipment.

6. **NO ALTERATIONS**

LA-RICS AUTHORITY shall make no renovations, alterations or improvements to the Access or the Real Property other than to ingress and egress.

7. **MAINTENANCE AND REPAIR OF THE ACCESS**

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

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

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

LA-RICS AUTHORITY acknowledges and agrees that occasions may arise requiring the LA-RICS AUTHORITY to share in the cost of cleaning up of mud-slide debris and repairing

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

8. **OTHER OPERATIONAL RESPONSIBILITIES**

As applicable, LA-RICS AUTHORITY, its LMR Vendor shall comply with and abide by all applicable rules, regulations and directions of County; at all times hold a valid FCC license for the Permitted Activities and comply with all applicable City and County ordinances and all State and Federal laws, and, in the course thereof, obtain and keep in effect all required permits and licenses required to engage in the Permitted Activities on the Access; conduct the Permitted Activities in a courteous and non-profane manner, access without interfering with the use of the Real Property by County or the public, except as herein permitted, and remove any agent, invitee or employee who fails to conduct Permitted Activities in the manner heretofore described; and assume the risk of loss, damage or destruction to the LA-RICS Facility and any and all fixtures and personal property belonging to LA-RICS AUTHORITY that are installed or placed within the Access, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the County , their agents, employees or contractors.

9. **EMERGENCY ACCESS BY COUNTY**

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

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

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

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

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

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

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



standards, but shall only be liable for any violations of such applicable standards to the extent arising solely from LA-RICS AUTHORITY's equipment alone and not in combination with others. Where LA-RICS AUTHORITY's equipment, in combination with other, exceed or violates such standards, LA-RICS AUTHORITY shall reasonably cooperate with County and with other relevant parties to mitigate such violations in a timely manner.

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

12. **HOLD HARMLESS AND INDEMNIFICATION**

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

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

13. **INSURANCE**

Without limiting LA-RICS AUTHORITY's obligations to County, LA-RICS AUTHORITY shall provide and maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the County's Risk Manager, and evidence of such programs satisfactory to the County Risk Manager, shall be delivered to the CEO, Real Estate Division, on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that County is to be given written notice

at least thirty (30) days in advance of any modification or termination of any provisions of insurance and shall name the County as an additional insured (except for the Workers' Compensation Insurance). LA-RICS AUTHORITY may self-insure the insurance required under this Agreement, but LA-RICS AUTHORITY will require its contractors and subcontractors to provide commercial insurance as required in the Section, and any additional insurance required by LA-RICS AUTHORITY of its contractor/subcontractor, shall name the County as an additional insured.

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

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

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

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

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

**Commercial Property Insurance.** Such coverage shall:

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

be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the Agreement.

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

- *Builder's Risk Course of Construction Insurance.* Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30). This insurance shall be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants, and full collapse coverage during construction, without restricting collapse coverage to specified perils. Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, including County furnished materials and equipment, against loss or damage until completion and acceptance by the LA-RICS AUTHORITY and the County if required.
- *General Liability Insurance.* Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, naming County as an additional insured, with limits of not less than
  - General Aggregate: \$50 million
  - Products/Completed Operations Aggregate: \$50 million
  - Personal and Advertising Injury: \$25 million
  - Each Occurrence: \$25 million

The Products/Completed Operations coverage shall continue to be maintained in the amount indicated above for at least two (2) years from the date the Project is completed and accepted by the LA-RICS AUTHORITY and the County if required.
- *Automobile Liability.* such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$5 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. such insurance shall cover liability arising out of LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor use of autos pursuant to this License, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- *Professional Liability.* Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the LA-RICS AUTHORITY's contractor and/or

licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$5 million per claim and \$10 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.

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

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

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

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

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

14. **FAILURE TO PROCURE INSURANCE**

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

Use of the Access 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.

15. **TAXES**

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

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

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

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

16. **NOTICES**

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

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

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

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

County of Los Angeles  
Chief Executive Office – Real Estate Division  
222 South Hill Street, 3<sup>rd</sup> Floor  
Los Angeles, California 90012  
Attn: Senior Manager, Real Estate Division

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

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

17. **INDEPENDENT STATUS**

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

18. **AMENDMENT**

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

19. **ASSIGNMENT**

This Agreement may not be sold, assigned or transferred by LA-RICS AUTHORITY without the approval or consent of the County and Master Permittor, at their sole discretion, except that the LA-RICS AUTHORITY may assign this Agreement to any of its member agencies, First Net or grant funding agencies without such approval or consent of the County, but still subject to approval of Master Permittor.

As to third parties, this Agreement may not be sold, assigned or transferred without the written consent of the County or Master Permittor, at their sole discretion. No change of stock, licenserhip, partnership interest or control of LA-RICS AUTHORITY or transfer upon partnership or corporate dissolution of LA-RICS AUTHORITY shall constitute an assignment hereunder. To effect such assignment or transfer, LA-RICS AUTHORITY shall first deliver to the County:

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

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

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

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

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

County shall obtain, not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagees, ground Permitters and master Permitters, if any, of the Real Property. At County's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "Mortgage") by County which from time to time may encumber all or part of the Real Property; provided, however, as a condition precedent to LA-RICS AUTHORITY being required to subordinate its interest in this Agreement to any future Mortgage covering the Real Property, County shall obtain for LA-RICS AUTHORITY's benefit a non-disturbance and attornment agreement in a form reasonably satisfactory to LA-RICS AUTHORITY and containing at a minimum the terms set forth hereinbelow ("Non-Disturbance Agreement"), and shall recognize LA-RICS AUTHORITY's right to remain in occupancy of and have access to the Access as long as LA-RICS AUTHORITY is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchase of Lender's or its successor's interest (a "Purchaser") acquires a licensorship interest in the Real Property, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, (b) fulfill County's obligations under this Agreement, and (c) promptly cure all of the then-existing County defaults under this



Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LA-RICS AUTHORITY will execute an agreement for the Lender's benefit in which LA-RICS AUTHORITY: (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of the Lender, (ii) agrees to attorn to Lender if Lender becomes the County of the Real Property, and (iii) agrees to accept a cure by Lender of any of County's defaults, provided such cure is completed within the deadline applicable to County.

21. **CONDEMNATION**

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

22. **DEFAULT**

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

commencing and pursuing such cure to completion. LA-RICS AUTHORITY may not maintain any action or effect any remedies for default against County unless and until County has failed to cure a default within the time periods set forth in this section. In the event that County fails to cure a default within sixty (60) days or as otherwise provided in this section, LA-RICS AUTHORITY may: (a) cure the default and invoice County for all costs reasonably incurred by LA-RICS AUTHORITY in effecting such cure, or (b) terminate this Agreement upon written notice to County.

23. **WAIVER**

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

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

24. **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 Access 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.

25. **DAMAGE OR DESTRUCTION**

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

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

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

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

26. **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.

27. **INDEPENDENT CONTRACTOR STATUS**

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

28. **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.

29. **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.

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

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

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

30.03 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.

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

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

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

31. **NON EXCLUSIVITY**

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

32. **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.

33. **PUBLIC RECORDS ACT**

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

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

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

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

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

34. **OTHER TERMS AND CONDITIONS**

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

Habitation. The Access shall not be used for human habitation.

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

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

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 Access and within a distance of fifty (50) feet thereof, and LA-RICS AUTHORITY and County shall prevent any accumulation thereof from occurring.

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

35. **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.

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

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

LA-RICS AUTHORITY shall establish an identification system for each of its personnel assigned to service the Access 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.

37. **BANKRUPTCY**

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

38. **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.

39. **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.

40. **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.

41. **ENTIRE AGREEMENT**

This Agreement (and the attached exhibits) contains the entire agreement between the parties hereto with respect to the matters set forth herein, and no addition or modification of



any terms or provisions shall be effective unless set forth in writing, signed by both County and LA-RICS AUTHORITY.

**COUNTY-SPECIFIC PROVISIONS:**

42. **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.

43. **ENFORCEMENT**

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

44. **SOLICITATION OF CONSIDERATION**

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

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

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

LA-RICS AUTHORITY acknowledges that the County of Los Angeles places a high priority on the implementation of the Safely Surrendered Baby Law. LA-RICS AUTHORITY understands that it is the County's policy to encourage LA-RICS AUTHORITY to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the LA-RICS AUTHORITY' place of business. LA-RICS AUTHORITY will also encourage its contractors and subcontractors, if any, to post this poster in a prominent position in the

contractor's or subcontractor's place of business. The County's Department of Children and Family Services will supply LA-RICS AUTHORITY with the poster to be used. As of the inception of this Agreement, information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

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

46.01 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.

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

47. **RECYCLED BOND PAPER**

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

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

THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

COUNTY OF LOS ANGELES

A California Joint Powers Authority

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

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

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARY C. WICKHAM  
COUNTY COUNSEL

MARY C. WICKHAM  
COUNTY COUNSEL

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

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

**LEASE**

**BETWEEN**

**THE UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**AND**

**LESSEE**

**Lease No: 690EG4-  
ATID& Facility Name  
City, State**

**THIS LEASE**, made on behalf of the United States, between the **Administrator of the Federal Aviation Administration (FAA)**, hereinafter referred to as the Grantor, and \_\_\_\_\_, hereinafter referred to as the Lessee.

**WITNESSETH:**

That the Administrator, by the authority of Title 49 United States Code, Section 106(n), and for the consideration hereinafter set forth, hereby leases to the Lessee the property known as \_\_\_\_\_ identified in Exhibit(s) \_\_\_\_\_, attached hereto and made a part hereof, hereinafter referred to as the premises, for \_\_\_\_\_ purposes.

**THIS LEASE** is granted subject to the following conditions:

**1. TERM**

Said premises are hereby leased for a term of \_\_\_\_\_ (months)(years), beginning \_\_\_\_\_, 20\_\_\_\_ and ending \_\_\_\_\_, 20\_\_\_\_ but revocable at will by the FAA.

**2. CONSIDERATION**

**a.** The Lessee shall pay rental in advance to the United States in the amount of \_\_\_\_\_ and NO / 100 DOLLARS (\$\_\_\_\_.00), payable \_\_\_\_\_ to the order of: \_\_\_\_\_, and delivered to \_\_\_\_\_(mailing address).

**b.** All rent and other payments due under the terms of this lease must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, (31 U.S.C. Section 3717). This statute requires the imposition of an interest charge for the late payment of debts owed to the United States; an administrative charge to cover the costs of processing and handling delinquent debts; and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:

(1) The FAA will impose an interest charge, the amount to be determined by law or regulation, on late payment of rent. Interest will accrue from (the due date) (the later of the

due date or the date notification of the amount due is mailed to the Lessee). An administrative charge to cover the cost of processing and handling each late payment will also be imposed.

(2) In addition to the charges set forth above, the FAA will impose a penalty charge of six percent (6%) per annum on any payment, or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of delinquency and will continue to accrue until the debt is paid in full.

(3) All payments received will be applied first to any accumulated interest, administrative and penalty charges and then to any unpaid rental or other payment balance. Interest will not accrue on any administrative or late payment penalty charge.

### **3. NOTICES**

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee, to \_\_\_\_\_ and, if to the FAA, Northwest Mountain Region, Real Estate and Utilities Group, 2200 S. 216<sup>th</sup> Street, Des Moines, WA 98198. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

### **4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to the FAA shall include their duly authorized representatives. Any reference to "Lessee" shall include any sublessees, assignees, transferees, successors and their duly authorized representatives.

### **5. SUPERVISION BY THE FAA**

The use and occupation of the premises shall be subject to the general supervision and approval of the FAA and its warranted Real Estate Contracting Officer (RECO).

### **6. APPLICABLE LAWS AND REGULATIONS**

The Lessee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

### **7. CONDITION OF PREMISES**

The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the FAA to make any alterations, repairs, or additions thereto.

### **8. TRANSFERS AND ASSIGNMENTS**

Without prior written approval of the FAA or its delegated representatives (RECO), the Lessee shall neither transfer nor assign this lease, nor sublet the premises or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this

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lease. Failure to comply with this condition shall constitute a noncompliance for which the lease may be revoked immediately by the FAA.

## **9. COST OF UTILITIES**

The Lessee shall pay the cost, as determined by the FAA, of producing and/or supplying any utilities and other services furnished by the government or through government-owned facilities for the use of the Lessee, including the Lessee's proportionate share of the cost of operation and maintenance of the government-owned facilities by which such utilities or services are produced or supplied. The FAA shall be under no obligation to furnish utilities or services.

## **10. PROTECTION OF PROPERTY**

The Lessee shall keep the premises in good order and in a clean, safe condition by and at the expense of the Lessee. The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

## **11. INSURANCE**

**a. General Liability Insurance:** At the commencement of this lease, the Lessee shall obtain, from a reputable insurance company or companies satisfactory to the FAA, comprehensive general liability insurance. The insurance shall provide an amount not less than a minimum combined single limit of \$1,000,000 per Occurrence for any a number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage or both, suffered or alleged to have been suffered by any person or persons resulting from or related to the presence or operations of the Licensee, its employees, agents or contractors under this License. The Lessee shall require the insurance company or companies to furnish the FAA with a certified copy of the policy or policies, or certificates of insurance evidencing the purchase of such insurance. Each policy of insurance required under this Paragraph shall contain an endorsement reading as follows:

**“The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy.”**

**b. Environmental/Hazardous Substances/Petroleum Products Liability Insurance:** At the commencement of this lease, the Lessee shall obtain, from a reputable insurance company or companies satisfactory to the FAA, specific liability insurance to cover any environmental damage, hazardous substances or petroleum products pollution to the property caused by the Licensee. The insurance shall provide an amount not less than a minimum combined single limit of \$1,000,000 per Occurrence for any number claims arising from any one incident with respect to environmental damage or hazardous substances or petroleum products pollution to the property caused from or related to the

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presence or operations of the Licensee, its employees, agents or contractors under this License. The Licensee shall require the insurance company or companies to furnish the FAA with a certified copy of the policy or policies, or certificates of insurance evidencing the purchase of such insurance. Each policy of insurance required under this Paragraph shall contain an endorsement reading as follows:

**“The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy.”**

c. All insurance required by this Agreement shall be in such form, for such periods of time, and with such insurers as the FAA may require or approve. A Certificate of Insurance or a certified copy of each policy of insurance taken out hereunder shall be sent to the FAA's Real Estate Contracting Officer prior to use of the Premises.

d. During the entire period the License shall be in effect, Licensee shall carry and maintain the required insurance.

e. The Lessee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this Licensee, it will deliver to the FAA's Real Estate Contracting Officer a Certificate of Insurance or a certified copy of each renewal policy to cover the same risks.

## **12. RIGHT TO ENTER**

The right is reserved to the FAA, its administrators, employees and contractors to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes; to make inspections, to remove timber or other material, except property of the Lessee, or to make any other use of the lands as may be necessary in connection with government purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

## **13. INDEMNIFICATION**

Grantee hereby agrees to indemnify, defend and save harmless, the FAA, its officers, agents and employees from:

- a. Any and all claims and demands which may be made against the FAA, its officers, agents or employees by reasons of any injury to, or death of, any person, or damage suffered or sustained by any person or corporation caused by, or alleged to have been caused by, any intentional or negligent act or omission of Grantee or any of Grantee's contractors, agents, employees, or persons invited or allowed on the premises by Grantee,
- b. Liability of any and all damage to; or destruction of the property of the FAA, occupied or used by the Grantee, caused by any act or omission, negligent or otherwise, of Grantee or an of Grantee's contractors, agents, employees or persons invited or allowed on the premises by Grantee.

## **14. RESTORATION**

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Upon termination of the use of this Agreement, Grantee shall restore the premises to the condition existing on the effective date of this Agreement, reasonable wear and tear expected, and repair any damage caused by its presence or use. Any property of the grantee installed or located on the premises shall be removed. At the option of the FAA, the FAA's property may be required to be restored to its original condition upon thirty (30) days' written notice to the FAA. If Grantee fails to remove all structures and improvements, except those owned by the FAA, within a reasonable period, they shall become the property of the FAA. This, however, will not relieve Grantee of liability for the cost of their removal and the restoration of the premises. The FAA reserves the right to remove Grantee's improvements, restore the premises to a satisfactory condition, and hold Grantee liable for all costs if the Grantee fails to remove said structures and improvements and restore the premises as directed by the FAA.

#### **15. NON-DISCRIMINATION**

The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

#### **16. SUBJECT TO EASEMENTS**

This lease is subject to all existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the FAA administrator or its representative, interfere with the use of the premises by the Lessee.

#### **17. SUBJECT TO MINERAL INTERESTS**

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development on federal lands. The Secretary will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the premises from activities that would interfere with the lessee's operations or would be contrary to local law.

#### **18. TERMINATION**

This lease may be terminated by the Lessee at any time by giving the FAA at least thirty (30) days notice in writing provided that no refund of any rental previously paid shall be made, and provided further, that in the event that said notice is not given at least thirty (30) days prior to the rental due date, the Lessee shall be required to pay the rental for the period shown in the condition on **CONSIDERATION**.

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## **19. RENTAL ADJUSTMENT**

In the event the FAA revokes this lease or in any other manner materially reduces the leased area or materially affects its use by the Lessee prior to the expiration date, an equitable adjustment will be made in the rental paid or to be paid under this lease. Such adjustment of rental shall be evidenced by a supplemental agreement in writing; PROVIDED however, that none of the provisions of this paragraph shall apply in the event of revocation because of noncompliance by the Lessee with any of the terms and conditions of this lease.

## **20. PROHIBITED USES**

**a.** The Lessee shall not permit gambling on the premises or install or operate, or permit to be installed or operated thereon, any device which is illegal; or use the premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the premises any activity which would constitute a nuisance. The Lessee shall not sell, store or dispense, or permit the sale, storage, or dispensing of beer or other intoxicating liquors on the premises.

**b.** The Lessee shall not construct or place any structure, improvement or advertising sign or allow or permit such construction or placement without prior written approval of the FAA.

## **21. NATURAL RESOURCES**

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises except as authorized in writing by the FAA.

## **22. CONTRACT DISPUTES**

**a.** All contract disputes and arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

**b.** All Contract Disputes shall be in writing and shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave, S.W.,  
Room 323,  
Washington, DC 20591,  
Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720

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c. A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

## **23. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties to this lease shall protect the premises against pollution of its air, ground, and water. The Lessee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, State, interstate or local governmental agency are hereby made a condition of this lease. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of the lessee, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

## **24. ENVIRONMENTAL SITE ASSESSEMENT**

An Environmental Site Assessment (ESA) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as Exhibit \_\_\_\_\_. Upon expiration, revocation or relinquishment of this lease another ESA shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with the condition on **RESTORATION**.

## **25. HISTORIC PRESERVATION**

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

## **26. SOIL AND WATER CONSERVATION**

The Lessee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the Lessee during the term of this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the

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premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the said officer.

## **27. TAXES**

Any and all taxes imposed by the state or its political subdivisions upon the property or interest of the Lessee in the premises shall be paid promptly by the Lessee. If and to the extent that the property owned by the Government is later made taxable by State or local governments under an Act of Congress, the lease shall be renegotiated.

## **28. COVENANT AGAINST CONTINGENT FEES**

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

## **29. OFFICIALS NOT TO BENEFIT**

No member of or delegate to congress or resident commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if this lease is for the general benefit of such corporation or company.

## **30. SEVERAL LESSEES**

If more than one Lessee is named in this lease the obligations of said Lessees herein contained shall be joint and several obligations.

## **31. MODIFICATIONS**

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this lease.

## **32. DISCLAIMER**

This lease is effective only insofar as the rights of the United States in the premises are concerned; and the Lessee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises.

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**IN WITNESS WHEREOF**, the parties hereto have hereunto subscribed their names as of the date written above.

GRANTEE

By\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

UNITED STATES OF AMERICA  
BY DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

By\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

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FAA Site Name

**SITE ACCESS AGREEMENT  
SAN PEDRO HILL COMMUNICATIONS SITE**

**THIS SITE ACCESS AGREEMENT** ("Agreement"), is made and entered into in duplicate original this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

**BY AND BETWEEN**

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

**AND**

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

**RECITALS:**

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

**WHEREAS**, County leases certain real property commonly known as Los Angeles County San Pedro Hill Communications Site ("SPH") at 3860 East Crest Road, Rancho Palos Verdes, California 90274, as described on Exhibit A attached hereto ("Real Property") pursuant to a land out grant with Federal Aviation Administration, ("Master Lessor" or "FAA"), as the landowner of SPH, which is a portion of Los Angeles County Assessor Parcel Number ("APN") 7858-001-900, under FAA Supplemental Lease DTFWP-04-L-23010 and County Agreement no. L-1076, dated January 17, 2017 (the "Master") with the Lease on a holdover basis until a new out grant license will be fully executed by FAA and County; and

**WHEREAS**, County has requested from Master Lessor, and Master Lessor has given consent to County to license the use of a portion of the Real Property to the LA-RICS Authority for use as a Land Mobile Radio ("LMR") communication site; and

**WHEREAS**, the terms and conditions concerning the consent of the Master Lessor has been summarized in the Consent to Site Access Agreement for SPH ("Consent Agreement"), and

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

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

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

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

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

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



LA-RICS AUTHORITY hereby acknowledges that the Real Property is occupied by the County pursuant to the Master Lease Agreement. Accordingly, it is understood and recognized that this Agreement constitutes a sublease and that this Agreement shall be subject in all respects to the terms of, and the rights of Master Lessor under the Master Lease Agreement, as set forth in the Master Lease Agreement. Except as otherwise expressly provided in this Agreement, the terms and conditions of the Master Lease Agreement insofar as they relate to the Real Property or the LMR Site, subject to the terms set forth in this Section 1.06, are made a part of and incorporated into this Agreement as if recited herein in full. Notwithstanding the foregoing, in the event of conflict between the terms of the Master Lease Agreement and the terms of this Agreement, as between the County and LA-RICS AUTHORITY only, the terms of this Agreement shall control; provided, however, in the event the observance or performance by either party hereto of the terms of this Agreement may result in a breach of the terms of the Master Lease Agreement, the subject terms of this Agreement shall be invalid and unenforceable and the corresponding terms of the Master Lease Agreement shall control.

## 2. **PURPOSE AND USE**

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

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

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

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

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

Conceptual site plans for the LMR Site are identified in Exhibit C. Upon the LA-RICS AUTHORITY's, County's (or County's authorized agent's) and Master Lessor's approval of the final site plan for the LMR Site, such final site plan will be deemed incorporated herein by reference as an update to Exhibit C. County agrees that it will approve or deny approval of all plans and specifications, as well as informing Master Lessor of the final plans and specifications, within 15 business days of receipt of said plans and specifications shall be deemed approved. LA-RICS AUTHORITY shall provide County with a notice of work commencement and an estimated time of completion for the LMR Site.

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

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

4. **TERM**

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

5. **CONSIDERATION**

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

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

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

7. **INSTALLATION**

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

applicable, member agency and/or LMR Vendor's name, address, telephone number, Federal Communications Commission ("FCC") license and frequencies in use. Such identification shall be attached to each component of the LA-RICS Facility in plain view.

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

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

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

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

8. **ALTERATIONS**

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

9. **MAINTENANCE**

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

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

The parties hereby acknowledge that certain of the LMR Sites are managed and controlled by the County of Los Angeles Internal Services Department ("ISD"). ISD will incur operating expenses in association with operating and managing said LMR Sites. LA-RICS AUTHORITY shall be responsible for reimbursing ISD for LA-RICS AUTHORITY's pro-rata share of the operating expenses for those LMR Sites, which shall include only the following operating and maintenance expenses: emergency generator, tower light repair, pest control, weed abatement, permit fees and safety inspection. The foregoing operating expenses will be invoiced by ISD (and ISD shall provide concurrently documentation of the invoiced

amounts and LA-RICS AUTHORITY's pro-rata share) and paid by LA-RICS AUTHORITY within sixty (60) days of its receipt of such invoice.

10. **CONSTRUCTION STANDARDS**

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

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

11. **OTHER OPERATIONAL RESPONSIBILITIES**

As applicable, LA-RICS AUTHORITY and its LMR Vendor shall comply with and abide by all applicable rules, regulations and directions of County; at all times hold a valid FCC license for the Permitted Activities and comply with all applicable City and County ordinances and all State and Federal laws, and, in the course thereof, obtain and keep in effect all required permits and licenses required to engage in the Permitted Activities on the LMR Site; conduct the Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the Real Property by County or the public, except as herein permitted, and remove any agent, invitee or employee who fails to conduct Permitted Activities in the manner heretofore described; and assume the risk of loss, damage or destruction to the LA-RICS Facility and any and all fixtures and personal property belonging to LA-RICS AUTHORITY that are installed or placed within the LMR Site, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the County, their agents, employees or contractors.

12. **RELOCATION**

12.01 County shall have the right to request relocation of the LA-RICS Facility or any portion thereof on no more than one occasion during the term hereof to another location on the Real Property ("Alternate Site"), provided: the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LMR Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not materially interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment; County shall pay all costs incurred by LA-RICS AUTHORITY for relocation of LA-RICS AUTHORITY's equipment from the LMR Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LMR Site, including all costs incurred to obtain all of the certificates,

permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY's use of the Alternate Site; County shall give LA-RICS AUTHORITY at least six (6) months written notice before requiring relocation; and LA-RICS AUTHORITY's use of the LA-RICS Facility in question will not be materially interrupted and LA-RICS AUTHORITY shall be allowed, if necessary, to place temporary equipment on the Real Property during the relocation.

13. **ACCESS TO LMR SITE**

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

LA-RICS AUTHORITY acknowledges that, in the event County lacks legal authority to grant or control over the Access, it must obtain from the applicable owner(s) of the Real Property, a separate grant of access for itself and its member agencies and the LMR Vendor.

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

14. **EMERGENCY ACCESS BY COUNTY**

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



request to take immediate action to correct any deficiency which threatens County's operation on the LMR Site, provided that County shall endeavor to provide a 24-hour prior notice to LA-RICS AUTHORITY and shall access the LMR Site in the presence, if possible, of an LA-RICS AUTHORITY representative, if provided by LA-RICS AUTHORITY. Notwithstanding the foregoing, County shall not be required to provide notice to LA-RICS AUTHORITY prior to entering the LMR Site due to an emergency; provided, however, that under no circumstance shall the County access LA-RICS AUTHORITY's equipment cabinets. County shall use its best efforts to minimize any inconvenience or disturbance to LA-RICS AUTHORITY when entering the LMR Site. LA-RICS AUTHORITY shall reimburse County within thirty (30) days of receipt of County's written request for County's actual costs to correct any deficiency that is corrected by County pursuant to this Section.

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

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

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

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

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

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

16. **UTILITIES**

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

17. **HOLD HARMLESS AND INDEMNIFICATION**

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

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

employees, and contractors in connection with the performance of County's obligations hereunder.

18. **INSURANCE**

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

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

(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 LA-RICS AUTHORITY's business operations.

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

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

**Commercial Property Insurance.** Such coverage shall:

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

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

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

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

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

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

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

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

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

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

19. **FAILURE TO PROCURE INSURANCE**

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

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

20. **TAXES**

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

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

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

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

21. **NOTICES**

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

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

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

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

County of Los Angeles  
Chief Executive Office – Real Estate Division  
222 South Hill Street, 3<sup>rd</sup> Floor  
Los Angeles, California 90012  
Attn: Senior Manager of Real Estate Division

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

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

22. **LA-RICS FACILITY REMOVAL**

LA-RICS AUTHORITY shall remove all of its LA-RICS Facility and personal and improvements from the LMR Site and the Real Property and restore the LMR Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, on or before the expiration of this Agreement, and entirely at LA-RICS AUTHORITY'S own cost, unless this Agreement is otherwise terminated or cancelled prior to the expiration date provided herein, in which case LA-RICS AUTHORITY shall remove from the LMR Site and the Real Property all of its LA-RICS Facility and personal property and improvements and restore the LMR Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control

of LA-RICS AUTHORITY excepted, within ninety (90) days of the cancellation, and entirely at LA-RICS AUTHORITY'S own cost. If weather conditions or lack of access to the LMR Site render the timely removal of LA-RICS AUTHORITY' property impossible, then LA-RICS AUTHORITY shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

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

23. **INDEPENDENT STATUS**

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

24. **AMENDMENT**

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

25. **ASSIGNMENT**

This Agreement may not be sold, assigned or transferred by LA-RICS AUTHORITY without the approval or consent of the County, which consent may not be unreasonably withheld or conditioned.

As to third parties, this Agreement may not be sold, assigned or transferred without the written consent of the County or Master Lessor, which consent will not be unreasonably withheld, delayed or conditioned. No change of stock, licenserorship, partnership interest or control of LA-RICS AUTHORITY or transfer upon partnership or corporate dissolution of LA-RICS AUTHORITY shall constitute an assignment hereunder. To effect such assignment or transfer, LA-RICS AUTHORITY shall first deliver to the County:

- (i) A written request for approval;
- (ii) The name, address, and most recent financial statements of the proposed transferee or sublicense;



- (iii) Proposed unredacted instrument of transfer or assignment or any or all of its rights hereunder; and
- (iv) Any other information reasonably requested by the CEO.

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

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

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

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

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

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

27. **CONDEMNATION**

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

28. **DEFAULT**

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

by LA-RICS AUTHORITY in effecting such cure, or (b) terminate this Agreement upon written notice to County.

29. **WAIVER**

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

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

30. **HAZARDOUS MATERIALS**

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

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

31. **DAMAGE OR DESTRUCTION**

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

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

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

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

32. **AUTHORIZATION WARRANTY**

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

33. **INDEPENDENT CONTRACTOR STATUS**

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

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

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

35. **COMPLIANCE WITH APPLICABLE LAW**

In the performance of this Agreement, each party and anyone acting on such party's behalf pursuant to this Agreement shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures (including without limitation the rules and regulations of the FCC, the Federal Aviation Administration

("FAA"), and OSHA, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

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

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

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

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

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

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

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

37. **NON EXCLUSIVITY**

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

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

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

39. **PUBLIC RECORDS ACT**

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

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

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

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

40. **OTHER TERMS AND CONDITIONS**

Advertising Materials and Signs. Except for warning signs required by law, LA-RICS AUTHORITY shall not post signs upon the LMR Site or improvements thereon, or distribute

or cause to be distributed any advertising materials unless prior approval therefor is obtained from the County.

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

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

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

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

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

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

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

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

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

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

43. **BANKRUPTCY**

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

44. **SUCCESSORS AND ASSIGNS**

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

45. **SEVERABILITY**

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

46. **INTERPRETATION**

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

47. **ENTIRE AGREEMENT**

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

**COUNTY-SPECIFIC PROVISIONS:**

48. **LOBBYIST**

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



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

49. **ENFORCEMENT**

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

50. **SOLICITATION OF CONSIDERATION**

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

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

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

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

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

52.01 LA-RICS AUTHORITY acknowledges that the County has established a goal of ensuring that all LA-RICS AUTHORITY's employees are in compliance with their court-

ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

53. **RECYCLED BOND PAPER**

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

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

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY**

A California Joint Powers Authority

**COUNTY OF LOS ANGELES**

SACHI A. HAMAI  
Chief Executive Officer

By: \_\_\_\_\_  
Scott Edson  
Executive Director

By: \_\_\_\_\_  
David Howard  
Assistant Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM  
COUNTY COUNSEL

APPROVED AS TO FORM:

MARY C. WICKHAM  
COUNTY COUNSEL

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

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

## EXHIBIT A SITE DESCRIPTION



**San Pedro Hill (SPH) Telecommunications Site**  
**3860 Crest Road E**  
**Rancho Palos Verdes, CA 90274**

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code	Supervisory District
SPH	San Pedro Hill	U.S. Government/ FAA	3860 Crest Road E	Rancho Palos Verdes	CA	90274	4

## EXHIBIT B

### EQUIPMENT LIST

#### San Pedro Hill (SPH) Telecommunications Site

New 70' Lattice Tower (1),

New Prefabricated Equipment Shelter (24' x 30') (1),

New 125 Kw Generator (1),

New 1,731 Gallon Propane Fuel Tank (1)

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## **EXHIBIT C**

### **SITE PLAN**

#### **San Pedro Hill (SPH) Telecommunications Site**

The County and Master Licensor approved Construction Document set will be incorporated by reference as part of the fully ex

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## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON  
EXECUTIVE DIRECTOR

October 3, 2019

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

Dear Directors:

### **APPROVE AMENDMENT NO. 39 TO AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM PUBLIC SAFETY BROADBAND NETWORK**

#### **SUBJECT**

Board approval is requested to authorize the Executive Director to execute Amendment No. 39 to Agreement No. LA-RICS 008 (Agreement) for the Public Safety Broadband Network (PSBN) to reconcile equipment for eleven (11) PSBN Round 2 Sites, all actions resulting in a net decrease to the Maximum Contract Sum by \$36,639.

#### **RECOMMENDED ACTIONS**

It is recommended that your Board:

1. Make the following findings:
  - a. Find the reconciliation of certain equipment for the PSBN Round 2 sites is within the scope of the design, construction, implementation, operation, and maintenance of the PSBN at these eleven (11) Round 2 sites which your Board previously found categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. §§ 15301, 15303, 15304, and/or 15332 by your Board on January 24, 2019.



2. Approve Amendment No. 39 (Enclosure) to Agreement No. LA-RICS 008 for the PSBN with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect the following:
  - a. Reconcile certain equipment for eleven (11) PSBN Round 2 Sites for a cost decrease in the amount of \$36,639.
3. Authorize a decrease to the Maximum Contract Sum in the amount \$36,639 from \$138,721,829 to \$138,685,190 when taking the cost increases and decreases into consideration.
4. Delegate authority to the Executive Director or his designee to execute Amendment No. 39, in substantially similar form, to the enclosed Amendment (Enclosure).
5. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 39.

### **BACKGROUND**

As your Board is aware, the Authority has been approved by the National Telecommunications and Information Administration (NTIA) to expand the PSBN network to incorporate twenty-six (26) additional sites. In connection with this approval, your Board has previously authorized an Amendment to the PSBN Agreement with Motorola to, among other things, procure equipment for the buildout of these additional twenty-six (26) sites. Since the approval, the Authority and the Motorola teams have been working together to finalize the equipment makeup, an activity that has resulted in the recommended action before your Board today.

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

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 39 to revise the Agreement to reconcile certain equipment for eleven (11) PSBN Round 2 Sites, all actions resulting in a net decrease to the Maximum Contract Sum in the amount of \$36,639. It is necessary to reconcile certain equipment (e.g. antennas, generators, fuel tanks, monopoles, etc.) to align with design requirements.

### **FISCAL IMPACT/FINANCING**

The activities contemplated in Amendment No. 39 will result in a net decrease to the Maximum Contract Sum by \$36,639 from \$138,721,829 to \$138,685,190 when taking the recommended actions into consideration and shall be fully reimbursed by the BTOP grant.



## **ENVIRONMENTAL DOCUMENTATION**

As the CEQA lead agency, the Authority determined on January 24, 2019 that design, construction, implementation, operation, and maintenance of 35 PSBN sites from which twenty-six (26) PSBN Round 2 Sites will be selected are categorically exempt from review under CEQA pursuant to 14 Cal. Code Regs. §§ 15301, 15303, 15304, and/or 15332. This determination is based on a detailed analysis available in the Authority's project record. Approval of the equipment reconciliation for the eleven (11) PSBN Round 2 Sites is within the scope of the previously authorized activities, and the determination that these activities are exempt from CEQA remains unchanged.

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

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

## **CONCLUSION**

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

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

JA:rf

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Enclosure

cc: Counsel to the Authority

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

Recitals

This Amendment Number Thirty-Eight (together with all exhibits, attachments, and schedules hereto, ("Amendment No. 39") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of October \_\_\_\_\_, 2019 (the date executed by the Authority), based on the following recitals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Agreement was previously amended by Amendment Number Nineteen, effective December 21, 2016, to make changes necessary to (a) extend the Warranty Period until March 31, 2017, at no additional cost; (b) make changes necessary to upgrade the Authority's Deployable Vehicle (System on Wheels), which includes the requisite services, equipment, material, configuration, installation, provide backup power, antenna storage and mounts, fiber connectivity and backhaul services, and related Work to support Special Events for an increase in the amount of \$235,768; (c) reflect a reduction in Training as certain Training courses will not be provided to the Authority for a decrease in the amount of \$200,000; (d) reflect a reduction in Wide Area Coverage Testing as it is no longer necessary for a decrease in the amount of \$2,153,150; (e) reflect Optimization Work necessary to account for extended Optimization efforts for an increase in the amount of \$550,000; (f) to make other certain changes as set forth in this Amendment No. 19; and (g) decreasing the Maximum Contract Sum by \$1,567,382  $(\$235,768 - \$200,000 - \$2,153,150 + \$550,000)$ , when taking the cost increases and decreases into consideration, from \$141,376,725 to \$139,809,343.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty, effective March 20, 2017, to make changes necessary to (a) reflect the relocation of certain equipment (towers, generator fuel tanks, tower hardware, etc.) from the Southern California Edison (SCE) Mesa Substation site to the County of Los Angeles Fire Departments Del Valle Training Facility as the original storage site is no longer available after April 15, 2017, for an increase in the amount of \$208,338; (b) make other certain changes as set forth in Amendment No. 20; and (c) increase the Maximum Contract Sum by \$208,338 from \$139,809,343 to \$140,017,681.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-One, effective March 20, 2017, to make changes necessary to (a) extend the

Warranty Period on a month-to-month basis, at no additional cost; (b) with the first month commencing on April 1, 2017, and expiring on April 30, 2017; and (c) agree and acknowledge that subsequent month-to-month Warranty Period extensions, if any, will be mutually agreed upon by both parties.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Two, effective April 13, 2017, to make changes necessary to (a) revise Exhibit A (Statement of Work) to allow the Contractor to create Access Point Names (APNs) for the Authority's member agencies at a cost of \$977 per member agency, with a minimum of four (4) agencies to be deployed at a time, for a cost increase in the amount of \$3,908; (b) increasing the Maximum Contract Sum by \$3,908 from \$140,017,681 to \$140,021,589; and (c) make other certain changes as set forth in Amendment No. 22.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Three, effective April 13, 2017, to (a) make changes necessary to extend the Warranty Period until May 31, 2017, at no additional cost; and (b) make other certain changes as set forth in Amendment No. 23.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Four, effective May 18, 2017, to make changes necessary to (a) extend the Initial Term of the Agreement by exercising the first one-year Option Term for Maintenance Work under Phase 5 (PSBN Maintenance), commencing on June 1, 2017 and expiring on May 31, 2018, unless sooner terminated or extended, in whole or in part, in the amount of \$2,991,000 resulting in a cost decrease in the amount of \$2,964,683, when taking the currently contemplated first year Maintenance cost of \$5,955,683 into consideration; (b) exercise the Unilateral Option for the first one-year Option Term for Maintenance Work under Phase 5 (PSBN Maintenance); (c) revise Exhibit A (Statement of Work) to increase the scope of PSEN Work to allow the Contractor to assist the Authority with connecting its member agencies to the PSBN for a not-to-exceed cost increase in the amount of \$275,000; (d) decrease the Maximum Contract Sum by \$2,689,683 from \$140,021,589 to \$137,331,906 when taking the cost increases and decreases into consideration; and (e) make other certain changes as set forth in Amendment No. 24.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Five, effective October 19, 2017, to make changes necessary to (a) revise Exhibit A (Statement of Work) and Exhibit B (PSBN Specifications) to reflect a reduction in the scope of certain Work related to Network Management System and Inventory Management System and a corresponding reduction in the cost in the amount of \$316,767; (b) reflect a reduction in the scope of certain Work related to Documentation and a corresponding reduction in the cost in the amount of \$68,515; (c) reflect a reduction in the scope of certain Work related to Additive Alternate No. 2 (Redundant Evolved Packet Core [EPC]) and a corresponding reduction in the cost in the amount of \$1,061,704; (d) reflect the removal of the scope of all Work related to Additive Alternate No. 3 (Location Services) and a corresponding reduction in the cost in the amount of \$2,592,246; (e) reflect a reduction in the scope of certain Work related to Cell on Wheels (COWs) and a corresponding reduction in the cost in the amount of \$129,977; (f) reflect

a reduction in the scope of certain Work related to Site Construction Changes and a corresponding reduction in the cost in the amount of \$14,046; (g) decrease the Maximum Contract Sum by \$4,183,255 from \$137,331,906 to \$133,148,651 when taking the cost decreases into consideration; and (h) make other certain changes as set forth in Amendment No. 25.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Six, effective November 21, 2017, to make changes necessary to (a) reflect an increase and decrease in the scope of certain Work related to a certain Cell on Wheels (COWs) site (CHPNWHLL) resulting in a net increase in the cost in the amount of \$97,220; (b) reflect a reduction in the scope of certain Work related to Site Construction Changes and a corresponding reduction in the cost in the amount of \$33,674; (c) increase the Maximum Contract Sum by \$63,546 from \$133,148,651 to \$133,212,197 when taking the cost increases and decreases into consideration; and (d) make other certain changes in Amendment No. 26

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Seven, effective May 17, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement by extending the first Option Term for Maintenance Work under Phase 5 (PSBN Maintenance) for an additional month, commencing on June 1, 2018 and expiring on June 30, 2018, unless sooner terminated or extended, in whole or in part, in the amount of \$195,306; (b) increase the Maximum Contract Sum by \$195,306 from \$133,212,197 to \$133,407,503 when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 27.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Eight, effective June 27, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional month, commencing on July 1, 2018 and expiring on July 31, 2018, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services (b) make other certain changes as set forth in Amendment No. 28.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Nine, effective July 26, 2018, to make changes necessary to (a) reflect a decrease in the scope of certain Work related to training for the Cell on Wheels (COWs) resulting in a net decrease in the cost in the amount of \$13,000; (b) reflect the removal of Phase 4 (PSBN Implementation) Work for a certain COW site (SCEMESA) and a corresponding reduction in the cost in the amount of \$8,345; (c) decrease the Maximum Contract Sum by \$21,345 from \$133,407,503 to \$133,386,158 when taking the cost decreases into consideration; and (d) make other certain changes as set forth in Amendment No. 29.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty, effective July 31, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional sixty (60) days commencing on August 1, 2018, and expiring on September 30, 2018, unless sooner terminated or extended, in whole or in



part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services; and (b) make other certain changes as set forth in Amendment No. 30.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-One, effective September 25, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional month, commencing on October 1, 2018, and expiring on October 31, 2018, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services; and (b) make other certain changes as set forth in Amendment No. 31.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Two, effective October 31, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional thirty (30) days commencing on November 1, 2018, and expiring on November 30, 2018, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services; and (b) make other certain changes as set forth in Amendment No. 32.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Three, effective November 29, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional thirty (30) days commencing on December 1, 2018, and expiring on December 31, 2018, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services; and (b) make other certain changes as set forth in Amendment No. 33.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Four, effective December 19, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional thirty (30) days commencing on January 1, 2019, and expiring on January 31, 2019, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services; and (b) make other certain changes as set forth in Amendment No. 34.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Five, effective January 24, 2019, to make changes necessary to (a) extend the Initial Term of the Agreement commencing as of February 1, 2019; (b) perform all Work necessary to incorporate nine (9) additional PSBN Sites to be co-located at certain Land Mobile Radio (LMR) System Sites (collectively hereinafter, "PSBN Round 2 Collocation Sites"), into the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and certain Work in Phase 4 (PSBN Implementation) as set forth in Exhibit A.1 (PSBN Round 2 Statement of Work & Specifications) for a cost increase in the amount of \$6,724,617 as set forth in Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials); (c) supply all PSBN Components for seventeen (17) PSBN Round 2 Urban Sites (as defined herein) for a cost increase in the amount of \$2,411,489 as set forth in Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials); (d) reduce the Maximum Contract Sum for PSBN Work through Amendment No. 34 for a cost decrease of \$4,558,480 to account for certain equipment costs being shifted to PSBN Round 2; (e) exercise the Unilateral Options for all Work pertaining to

Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components) and certain Work in Phase 4 (PSBN Implementation) for the 9 PSBN Round 2 Collocation Sites; (f) increase collectively the Maximum Contract Sum by \$4,577,627 for PSBN Round 2 Work increasing the aggregate Maximum Contract Sum from \$133,386,158 to \$137,963,785 as set forth in Exhibit C.1 (PSBN Payment Summary); and (g) make other certain changes as set forth in this Amendment No. 35.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Six, effective June 11, 2019, to make changes necessary to (a) reconcile certain PSBN Components for nine (9) PSBN Round 2 Collocation Sites for a cost increase in the amount of \$104,961 as set forth in Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials); (b) reconcile certain PSBN Components for seventeen (17) PSBN Round 2 Urban Sites for a cost increase in the amount of \$298,192 as set forth in Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials); (c) shift certain equipment costs to PSBN Round 1 in the amount of \$244,637; (d) increase the Maximum Contract Sum for PSBN Round 1 by \$244,637; (e) increase the Maximum Contract Sum for PSBN Round 2 by \$403,153; (f) collectively increase the aggregate maximum contract sum by \$647,790 from \$137,963,785 to \$138,611,575; and (e) make other certain changes as set forth in this Amendment No. 36.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Seven effective July 11, 2019 to make changes necessary to (a) reconcile certain PSBN Components for PSBN Round 2 Sites including at an additional potential site for a cost increase in the amount of \$20,254 as set forth in Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials); (b) increase the Maximum Contract Sum for PSBN Round 2 by \$20,254; (c) collectively increase the aggregate maximum contract sum by \$20,254 from \$138,611,575 to \$138,631,829; and (d) make other certain changes as set forth in this Amendment No. 37.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Eight effective \_\_\_\_\_, 2019 to make changes necessary to (a) revise Exhibit A.1 (PSBN Round 2 Statement of Work and Technical Specifications) to include PSBN Round 2 As-Needed Environmental Monitoring and Compliance Reporting Services for a not-to-exceed cost increase in the amount of \$90,000; (b) increase the Maximum Contract Sum for PSBN Round 2 by \$90,000; (c) collectively increase the aggregate maximum contract sum by \$90,000 from \$138,631,829 to \$138,721,829; and (d) make other certain changes as set forth in this Amendment No. 38.

WHEREAS, the Authority and Contractor desire to further amend the Agreement pursuant to this Amendment No. 39 to make changes necessary to (a) reconcile certain PSBN Components for eleven (11) PSBN Round 2 Urban Sites for a cost decrease in the amount of \$36,639 as set forth in Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials); (b) decrease the Maximum Contract Sum for PSBN Round 2 by \$36,639; (c) collectively decrease the aggregate maximum contract sum by \$36,639 from \$138,721,829 to \$138,685,190; and (d) make other certain changes as set forth in this Amendment No. 39.

WHEREAS, this Amendment No. 39 is authorized under Section 2 (Changes to Agreement) of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 39, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Contractor hereby agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Base Document. Unless otherwise noted, section references in this Amendment No. 39 refer to sections of the Base Document and its Exhibits, as amended by this Amendment No. 39.
2. Reconcile Certain PSBN Components for PSBN Round 2 Sites. The Authority and Contractor agree to reconcile certain PSBN Components for eleven (11) PSBN Round 2 Urban Sites to align with design requirements. The reconciled PSBN Components are reflected Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials) respectively.
3. Amendments to Base Document.
  - 3.1 Section 8.1.1 (Maximum Contract Sum) of the Base Document is deleted in its entirety and replaced with the following:
    - 8.1.1 Maximum Contract Sum
      - 8.1.1.1 PSBN Through Amendment No. 39

The "Maximum Contract Sum" under this Agreement for the PSBN through Amendment No. 39 is One Hundred Thirty-Eight Million, Six Hundred and Eighty-Five Thousand, One Hundred and Ninety Dollars (\$138,685,190) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).
      - 8.1.1.2 PSBN Round 2

The "Maximum Contract Sum" under this Agreement for PSBN Round 2 is Nine Million, Six Hundred and Twelve Thousand, Eight Hundred and Seventy-Five Dollars (\$9,612,875) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

- 3.2 Section 24.4.1.2 within Section 24.4 (Limitation of Liability) of the Base Document is deleted in its entirety and replaced with the following:

24.4.1.2 PSBN Round 2

With respect to PSBN Round 2 Work, except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than 1.75 times the Maximum Contract Sum for PSBN Round 2, which is Seventeen Million, Two Hundred and Fifty Thousand, Six Hundred and Forty-Six Dollars (\$17,250,646). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

4. Amendments to Agreement Exhibits.

- 4.1 Exhibit C.1 (PSBN Payment Summary) of Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (PSBN Payment Summary) to Exhibit C (Schedule of Payments), which is attached to this Amendment No. 39, and is incorporated herein by this reference.
- 4.2 Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials) of Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials) to Exhibit C (Schedule of Payments), to reflect a reconciliation of certain PSBN Components for eleven (11) PSBN Round 2 Urban Sites, which is attached to this Amendment No. 39, and is incorporated herein by this reference.

5. This Amendment No. 39 shall become effective as of the date identified in the recitals, which is the date upon which:

- 5.1 An authorized agent of Contractor has executed this Amendment No. 39;
- 5.2 Los Angeles County Counsel has approved this Amendment No. 39 as to form;
- 5.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority to execute this Amendment No. 39; and
- 5.4 The Executive Director of the Authority has executed this Amendment No. 39.

6. Except as expressly provided in this Amendment No. 39, all other terms and conditions of the Agreement shall remain the same and in full force and effect.

7. Contractor and the person executing this Amendment No. 39 on behalf of Contractor represent and warrant that the person executing this Amendment No. 39 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 39, and that all requirements of Contractor to provide such actual authority have been fulfilled.
8. This Amendment No. 39 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 39 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

MOTOROLA SOLUTIONS, INC.

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

Scott Edson  
Executive Director

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

Arturs A. Vanags  
Motorola Project Director

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

MARY C. WICKHAM  
County Counsel

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

Truc L. Moore  
Principal Deputy County Counsel

## SCHEDULE OF PAYMENTS

### EXHIBIT C.1 - PSBN PAYMENT SUMMARY

Description	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Less 10% Holdback Amount
<b>PSBN WORK (THROUGH AMENDMENT NO. 36)</b>				
Phase 1 - System Design <sup>(Note 4)</sup>	\$ -	\$ 14,460,588	\$ 1,206,987	\$ 13,253,601
Phase 2 - Site Construction and Site Modification <sup>(Note 4)</sup>	\$ -	\$ 19,861,888	\$ 1,939,956	\$ 17,921,932
Phase 3 - Supply PSBN Components	\$ -	\$ 21,754,297	\$ 2,046,410	\$ 19,707,887
Phase 4 - PSBN Implementation	\$ -	\$ 7,181,025	\$ 708,966	\$ 6,472,059
<b>Subtotal (Phases 1 to 4)</b>	<b>\$ -</b>	<b>\$ 63,257,798</b>	<b>\$ 5,902,319</b>	<b>\$ 57,355,479</b>
Phase 5 - PSBN Maintenance (Year 1 Option Term)	\$ -	\$ 2,991,000	\$ -	\$ 2,991,000
Phase 5 - PSBN Maintenance Extension (June 30, 2018)	\$ -	\$ 195,306	\$ -	\$ 195,306
Phase 5 - PSBN Maintenance (Years 2 through 5)	\$ 26,414,061	\$ -	\$ 2,641,406	\$ 23,772,655
<b>Subtotal (Phases 1 to 5)</b>	<b>\$ 26,414,061</b>	<b>\$ 66,444,104</b>	<b>\$ 8,543,725</b>	<b>\$ 84,314,440</b>
Additive Alternate 1 - Home Subscriber Server (HSS) <sup>(Notes 1, 2, 3)</sup>	\$ -	\$ 960,888	\$ 96,089	\$ 864,799
Additive Alternate 2 - Redundant Evolved Packet Core <sup>(Notes 1, 2, 3)</sup>	\$ -	\$ 2,519,662	\$ 251,967	\$ 2,267,695
Additive Alternate 3 - Location Services	\$ -	\$ -	\$ -	\$ -
Maintenance for Additive Alternates 1 to 3 (First 5 Years of Maintenance)	\$ 6,166,090	\$ -	\$ 616,609	\$ 5,549,481
<b>Subtotal (Additive Alternates)</b>	<b>\$ 6,166,090</b>	<b>\$ 3,480,550</b>	<b>\$ 964,665</b>	<b>\$ 8,681,975</b>
<b>Total ([Phases 1-5] + Additive Alternates)</b>	<b>\$ 32,580,151</b>	<b>\$ 69,924,654</b>	<b>\$ 9,508,390</b>	<b>\$ 92,996,415</b>
<b>CELL-ON-WHEELS (COW) WORK</b>				
Phase 1 Work for 15 Cell-on-Wheels (COWs)	\$ -	\$ 411,713	\$ 41,149	\$ 370,563
Phase 2 Work for 15 Cell-on-Wheels (COWs)	\$ -	\$ 1,800,330	\$ 180,045	\$ 1,620,286
Phase 3 Work for 15 Cell-on-Wheels (COWs)	\$ -	\$ 3,452,895	\$ 338,067	\$ 3,114,828
Phase 4 Work for 15 Cell-on-Wheels (COWs)	\$ -	\$ 95,485	\$ 9,555	\$ 85,930
<b>OTHER WORK</b>				
Restoration Work	\$ -	\$ 2,378,664	\$ -	\$ 2,378,664
Fiber Optic Equipment and Related Work	\$ -	\$ 1,275,000	\$ 127,500	\$ 1,147,500
Site Construction Changes	\$ -	\$ 666,163	\$ 66,616	\$ 599,535
Claims Settlement	\$ -	\$ 15,764,246	\$ -	\$ -
LA-RICS Deployable Vehicle Readiness Upgrade and Related Work	\$ -	\$ 235,768	\$ 23,577	\$ 212,191
LA-RICS PSBN - Equipment Relocation	\$ -	\$ 208,338	\$ -	\$ 208,338
LA-RICS Public Safety Enterprise Network (PSEN) Services	\$ -	\$ 278,908	\$ -	\$ -
<b>Total for PSBN Round 1 Work</b>	<b>\$ 32,580,151</b>	<b>\$ 96,492,164</b>	<b>\$ 10,294,899</b>	<b>\$ 102,734,250</b>

## SCHEDULE OF PAYMENTS

### EXHIBIT C.1 - PSBN PAYMENT SUMMARY

Description	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Less 10% Holdback Amount
<b>PSBN ROUND 2 WORK</b> (Note 5)				
<b>PSBN Round 2 Collocation Sites:</b>				
Performance Bond	\$ -	\$ 28,233	\$ -	\$ 28,233
Project Schedule	\$ -	\$ 159,537	\$ 15,954	\$ 143,583
Phase 1 Work	\$ -	\$ 555,480	\$ 55,548	\$ 499,932
Phase 2 Work	\$ -	\$ 1,342,935	\$ 134,294	\$ 1,208,642
Phase 3 Equipment	\$ -	\$ 3,101,759	\$ -	\$ 3,101,759
Phase 3 - Spare Equipment	\$ -	\$ 928,765	\$ -	\$ 928,765
Phase 4 Work	\$ -	\$ 712,870	\$ 71,287	\$ 641,583
<b>Subtotal PSBN Round 2 Collocation Sites (Phases 1 - 4)</b>	<b>\$ -</b>	<b>\$ 6,829,579</b>	<b>\$ 277,083</b>	<b>\$ 6,552,497</b>
<b>PSBN Round 2 Urban Sites:</b>				
Phase 3 Equipment		\$ 2,693,296	\$ -	\$ 2,693,296
<b>Subtotal for PSBN Round 2 Urban Sites</b>	<b>\$ -</b>	<b>\$ 2,693,296</b>	<b>\$ -</b>	<b>\$ 2,693,296</b>
<b>PSBN Round 2 As-Needed Environmental Monitoring and Compliance Reporting Services:</b>				
As-Needed Environmental Monitoring and Compliance Reporting		\$ 90,000		
		<b>\$ 90,000</b>		
<b>Total for PSBN Round 2 Work</b>	<b>\$ -</b>	<b>\$ 9,612,875</b>	<b>\$ 277,083</b>	<b>\$ 9,245,793</b>
<b>TOTAL CONTRACT SUM</b>	<b>\$106,105,039</b>			
<b>MAXIMUM CONTRACT SUM</b> (Total Unilateral Option Sum + Total Contract Sum)	<b>\$138,685,190</b>			

\* The Authority will authorize payment to Contractor for the amount of the applicable invoices less ten percent (10%) as Holdback for each deliverable under Exhibit A (Statement of Work) and Exhibit B (PSBN Specifications), however not all deliverables (i.e. insurance, bonds) in the Exhibit C, Schedule of Payments, will be subject to a 10% holdback.

Note 1: Pursuant to Amendment No. 2, effective April 7, 2014, the Authority exercised the Unilateral Option Sum for Phase 1 for both Additive Alternate No. 1, System Design for the Home Subscriber Server (HSS), and Additive Alternate No. 2, System Design for the Redundant Evolved Packet Core (EPC). In connection therewith, the Unilateral Option Sum for System Design for Phase 1 for both Additive Alternate No. 1 and Additive Alternate No. 2, in a total amount of \$359,044 was converted into a Contract Sum. The cost for the System Design for Phase 1 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 2. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).



## SCHEDULE OF PAYMENTS

### EXHIBIT C.1 - PSBN PAYMENT SUMMARY

Description	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Less 10% Holdback Amount
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**Note 2:** Pursuant to Amendment No. 4, effective July 16, 2014, the Authority exercised the Unilateral Option Sum for all Work pertaining to (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for Home Subscriber Server (HSS), (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification for the Redundant Evolved Packet Core (EPC), and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components for the Redundant EPC. In connection therewith, the Unilateral Option Sum for (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for the HSS, (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification for the Redundant Evolved Packet Core (EPC), and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components for the Redundant EPC; all in a total amount of \$2,962,648 was converted into a Contract Sum. The cost for the Site Construction and Site Modification for Phase 2 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 4. The cost for Supplying PSBN Components for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C.7 (Additive Alternates) as amended and restated in Amendment No. 4. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).

**Note 3:** Pursuant to Amendment No. 5, effective September 24, 2014, the Authority exercised the Unilateral Option Sum for all Work pertaining to (i) Phase 4 for Additive Alternate No. 1, PSBN Implementation Work for Home Subscriber Server (HSS), and (ii) Phase 4 for Additive Alternate No. 2, PSBN Implementation Work for the Redundant Evolved Packet Core (EPC). In connection therewith, the Unilateral Option Sum for (i) Phase 4 for Additive Alternate No. 1, PSBN Implementation Work for the HSS, and (ii) Phase 4 for Additive Alternate No. 2, PSBN Implementation Work for the Redundant EPC; all in a total amount of \$1,184,562 was converted into a Contract Sum. The cost for the PSBN Implementation Work for Phase 4 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 5. The cost for PSBN Implementation Work for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C.7 (Additive Alternates) as amended and restated in Amendment No. 5. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).

**Note 4:** Pursuant to Amendment No. 7, effective December 31, 2014, credits for Phases 1 and 2 were realized in the amount of \$1,005,807. However, the cost for power load studies in Phase 1 in the amount of \$12,444 was taken from the Credits. The remaining Credit balance of \$991,585 is reserved for use for a future replacement site(s).

**Note 5:** Pursuant to Amendment No. 35, the Agreement was amended to reflect the inclusion of PSBN Round 2 Work.

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21.1 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)**  
**PSBN ROUND 2 URBAN SITE 1 (MONOPOLE)**

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
<b>eNB Urban Site Equipment</b>								
Ericsson	Ericsson,UCBB6630LTE,,,NON-COMM BASEBAND 6630,LTE,,,COMBINED UNIT/BASEBAND 6630 WITH FAN (included in CEQ 20548)	INF 903 6083/02	NA	NA	1	\$ 13,075.40	\$ 14,382.93	\$ 14,382.93
Ericsson	CABLE WITH CONNECTOR/POWER CABLE	RPM777528/10000	NA	NA	1	\$ 48.18	\$ 53.00	\$ 53.00
Ericsson	CABLE WITH CONNECTOR/GROUNDING CABLE	RPM777567/02500	NA	NA	1	\$ 81.03	\$ 89.13	\$ 89.13
Ericsson	RBS 6601 RJ-45 Cable	TSR4820211/2400	NA	NA	1	\$ 42.55	\$ 51.25	\$ 51.25
Ericsson	IDLe cable (1000 mm)	RPM777417/01000	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
Ericsson	IDLe cable (1800 mm)	RPM777417/01800	NA	NA	1	\$ 330.69	\$ 363.76	\$ 363.76
Ericsson	IDLe cable (3000 mm)	RPM777417/03000	NA	NA	1	\$ 387.63	\$ 426.39	\$ 426.39
Ericsson	Radio 4478 B14 (700MHz), 20W HWAC incl.	INF 903 6056/N14	NA	NA	3	\$ 7,923.42	\$ 8,715.76	\$ 26,147.29
Ericsson	LTE-FDD Cell Carrier 10MHz Bandwidth HWAC (per RU)	INF 901 6000/HAF6*	NA	NA	3	\$ 238.71	\$ 262.58	\$ 787.74
Ericsson	Output Power HWAC 20W incr.steps (per RU)	INF 903 9999/HR01	NA	NA	7	\$ 194.91	\$ 214.40	\$ 1,500.81
Ericsson	Baseband R503, Auxillary Mux Unit	INF 901 6000/DXM2	NA	NA	3	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55
Ericsson	INH8010026/1,GPS-TMG-HR-26NCM,,,GPS Ant 1575.42MHz 26dB Nf,Collar,Mount,,	INH8010026/1	NA	NA	1	\$ -	\$ -	\$ -
Ericsson	External Alarm Cable	RPM919664/15000	NA	NA	1	\$ 41.77	\$ 45.95	\$ 45.95
Ericsson	Signal Cable	RPM77701/00180	NA	NA	1	\$ 6.57	\$ 7.23	\$ 7.23
Ericsson	OVP Kit	NTB101242/2	NA	NA	9	\$ 30.22	\$ 33.24	\$ 299.20
Ericsson	SAU Kit	NTB101242/1	NA	NA	3	\$ 420.71	\$ 462.78	\$ 1,388.34
Ericsson	SFP, SMD, 2.5Gbps High Temp	RDH10247/25	NA	NA	9	\$ 33.17	\$ 36.48	\$ 328.36
Ericsson	MOUNTING KIT (MK wall brackets long)	SXK1250247/1	NA	NA	3	\$ 43.37	\$ 47.71	\$ 143.13
Purcell	KIT,FLXWS,14"H PLINTH,ATT,2-3112	2000003132	NA	NA	1	\$ 469.76	\$ 516.73	\$ 516.73
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,215.68	\$ 7,486.79	\$ 7,486.79
<b>Lines and Antennas equipment</b>								
Quintel	8' 65 degree 8-Port Multi-band antenna - 700/850/PCS-WCS w/ Band 14	QS8658-3e	NA	NA	6	\$ 2,956.50	\$ 3,252.15	\$ 19,512.90
Raycap Inc.	Outdoor-rated Enclosure with,Strikesorb Protection for 12,Remote Radios; Mounting at,the base station or,rooftop	DC12-48-60-0-25E	NA	NA	1	\$ 1,719.15	\$ 1,891.07	\$ 1,891.07
Raycap Inc.	DC9 Surge Protection and Fiber Management Devices	DC9-48-60-24-8C-EV	NA	NA	3	\$ 1,998.00	\$ 2,406.59	\$ 7,219.77
<b>DC Power Plant and Battery Back Up (BBU) equipment</b>								
	Reserved							
Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	NA	NA	1	\$ -	\$ -	\$ -

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21.1 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)**  
**PSBN ROUND 2 URBAN SITE 1 (MONOPOLE)**

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
Vertiv	ATT POWER CABINET, 48V,	F1011032	NA	NA	1	\$ 5,790.36	\$ 6,369.40	\$ 6,369.40
Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	NA	NA	1	\$ 3,772.28	\$ 4,149.50	\$ 4,149.50
Vertiv	CB,HYD MAG,1P,5A,80VDC,SPDT	102274	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	CB,HYD MAG,1P,25A,80VDC,SPDT	102278	NA	NA	3	\$ 11.11	\$ 12.23	\$ 36.68
Vertiv	CB,HYD MAG,1P,50A,80VDC,SPDT	102282	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	Rectifier, eSure, 48VDC, 2000W, 1RU	1R482000E3	NA	NA	8	\$ 152.64	\$ 167.91	\$ 1,343.26
NORTH STAR	Battery String (48V)	NSB170FTRED0044	NA	NA	3	\$ 2,330.88	\$ 2,330.88	\$ 6,992.64
<b>Power Telco</b>								
Kohler	Generator 24/72 Hour	20REOZK	1002584	SGM32C9VT	1	\$ -	\$ -	\$ -
Kohler	ATS							
	Reserved							
Pantrol	PanLock Single phase	PL-PLM00	NA	NA	1	\$ 509.00	\$ 613.09	\$ 613.09
MSI / LA-RICS Excess	CAC Configuration AC/Manual Transfer Switch Cabinet (PPC)	CAC-A45201190P	1002925	1155697-150213-014	1	\$ 6,724.00	\$ 6,724.00	\$ 6,724.00
Pentair	Fiber Hframe Cabinet - 30x24 A30248HCLO	A30248HCLO	NA	NA	1	\$ 254.04	\$ 279.44	\$ 279.44
Talley	Standard Hframe	NA	NA	NA	1	N/A	N/A	N/A
<b>Tower Equipment</b>								
Valmont	(3) XLD SD V-FRAMES, 14' 6" FACE WIDTH, 2 STIFF ARMS	(3) VFA14-SD, (3) MDFC-K, (1) MSFAA, (12) P296	N/A	N/A	1	\$ 4,397.00	\$ 5,296.19	\$ 5,296.19
Valmont	70' MONOPOLE - 69' POLE WITH 1' FOUNDATION	TBD	N/A	N/A	1	\$ 22,126.00	\$ 26,650.77	\$ 26,650.77
Valmont	2' DISH MOUNT KIT	UGLM, FMA1, P472	N/A	N/A	1	\$ 443.00	\$ 533.59	\$ 533.59
	Reserved							
	Reserved							
Valmont	STRUCTURAL ANALYSIS AND DRAWING	TBD	N/A	N/A	1	\$ 400.00	\$ 460.00	\$ 460.00
Valmont	FOUNDATION DESIGN PER CUSTOMER FURNISHED SOILS REPORT	TBD	N/A	N/A	1	\$ 600.00	\$ 690.00	\$ 690.00
Valmont	FREIGHT COSTS, WITH UNLOADING OF TRUCK	NA	N/A	N/A	1	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00
Valmont	FREIGHT COSTS, ANCHOR STEEL FREIGHT SHIPPED DIRECT FROM SUPPLIER	NA	N/A	N/A	1	\$ 350.00	\$ 350.00	\$ 350.00
<b>Roof Top - Indoor - MISC eNB Equipment</b>								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 10.95	\$ 12.05	\$ 144.54
CommScope	FIBER CABLE ASSEMBLY 2 SM, 7.5M	FJ-2SM-015-7.5M	NA	NA	3	\$ 58.99	\$ 64.89	\$ 194.66
<b>Warehouse Equipment</b>								
MSI	Storage of purchased equipment (12 Months)				1	\$ 6,450.00	\$ 7,417.50	\$ 7,417.50
<b>Urban Site 1 - Phase 3 Total:</b>								<b>\$ 161,338.74</b>

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21.2 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)**  
**PSBN ROUND 2 URBAN SITE 2 (MONOPOLE)**

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
<b>eNB Urban Site Equipment</b>								
Ericsson	Ericsson,UCBB6630LTE,,,NON-COMM BASEBAND 6630,LTE,,,COMBINED UNIT/BASEBAND 6630 WITH FAN (included in CEQ 20548)	INF 903 6083/02	NA	NA	1	\$ 13,075.40	\$ 14,382.93	\$ 14,382.93
Ericsson	CABLE WITH CONNECTOR/POWER CABLE	RPM777528/10000	NA	NA	1	\$ 48.18	\$ 53.00	\$ 53.00
Ericsson	CABLE WITH CONNECTOR/GROUNDING CABLE	RPM777567/02500	NA	NA	1	\$ 81.03	\$ 89.13	\$ 89.13
Ericsson	RBS 6601 RJ-45 Cable	TSR4820211/2400	NA	NA	1	\$ 42.55	\$ 51.25	\$ 51.25
Ericsson	IDLe cable (1000 mm)	RPM777417/01000	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
Ericsson	IDLe cable (1800 mm)	RPM777417/01800	NA	NA	1	\$ 330.69	\$ 363.76	\$ 363.76
Ericsson	IDLe cable (3000 mm)	RPM777417/03000	NA	NA	1	\$ 387.63	\$ 426.39	\$ 426.39
Ericsson	Radio 4478 B14 (700MHz), 20W HWAC incl.	INF 903 6056/N14	NA	NA	3	\$ 7,923.42	\$ 8,715.76	\$ 26,147.29
Ericsson	LTE-FDD Cell Carrier 10MHz Bandwidth HWAC (per RU)	INF 901 6000/HAF6*	NA	NA	3	\$ 238.71	\$ 262.58	\$ 787.74
Ericsson	Output Power HWAC 20W incr.steps (per RU)	INF 903 9999/HR01	NA	NA	7	\$ 194.91	\$ 214.40	\$ 1,500.81
Ericsson	Baseband R503, Auxillary Mux Unit	INF 901 6000/DXM2	NA	NA	3	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55
Ericsson	INH8010026/1,GPS-TMG-HR-26NCM,,,GPS Ant 1575.42MHz 26dB Nf,Collar,Mount,,	INH8010026/1	NA	NA	1	\$ -	\$ -	\$ -
Ericsson	External Alarm Cable	RPM919664/15000	NA	NA	1	\$ 41.77	\$ 45.95	\$ 45.95
Ericsson	Signal Cable	RPM77701/00180	NA	NA	1	\$ 6.57	\$ 7.23	\$ 7.23
Ericsson	OVP Kit	NTB101242/2	NA	NA	9	\$ 30.22	\$ 33.24	\$ 299.20
Ericsson	SAU Kit	NTB101242/1	NA	NA	3	\$ 420.71	\$ 462.78	\$ 1,388.34
Ericsson	SFP, SMD, 2.5Gbps High Temp	RDH10247/25	NA	NA	9	\$ 33.17	\$ 36.48	\$ 328.36
Ericsson	MOUNTING KIT (MK wall brackets long)	SXX1250247/1	NA	NA	3	\$ 43.37	\$ 47.71	\$ 143.13
Purcell	KIT,FLXWS,14"H PLINTH,ATT,2-3112	2000003132	NA	NA	1	\$ 469.76	\$ 516.73	\$ 516.73
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,215.68	\$ 6,837.25	\$ 6,837.25
<b>Lines and Antennas equipment</b>								
Quintel	8' 65 degree 8-Port Multi-band antenna - 700/850/PCS-WCS w/ Band 14	QS8658-3e	NA	NA	6	\$ 2,956.50	\$ 3,252.15	\$ 19,512.90
Raycap Inc.	Outdoor-rated Enclosure with,Strikesorb Protection for 12,Remote Radios; Mounting at,the base station or,rooftop	DC12-48-60-0-25E	NA	NA	1	\$ 1,719.15	\$ 1,891.07	\$ 1,891.07
Raycap Inc.	DC9 Surge Protection and Fiber Management Devices	DC9-48-60-24-8C-EV	NA	NA	3	\$ 1,998.00	\$ 2,406.59	\$ 7,219.77
<b>DC Power Plant and Battery Back Up (BBU) equipment</b>								
	Reserved							
Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	NA	NA	1	\$ -	\$ -	\$ -

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21.2 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)**  
**PSBN ROUND 2 URBAN SITE 2 (MONOPOLE)**

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
Vertiv	ATT POWER CABINET, 48V,	F1011032	NA	NA	1	\$ 5,790.36	\$ 6,369.40	\$ 6,369.40
Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	NA	NA	1	\$ 3,772.28	\$ 4,149.50	\$ 4,149.50
Vertiv	CB,HYD MAG,1P,5A,80VDC,SPDT	102274	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	CB,HYD MAG,1P,25A,80VDC,SPDT	102278	NA	NA	3	\$ 11.11	\$ 12.23	\$ 36.68
Vertiv	CB,HYD MAG,1P,50A,80VDC,SPDT	102282	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	Rectifier, eSure, 48VDC, 2000W, 1RU	1R482000E3	NA	NA	8	\$ 152.64	\$ 167.91	\$ 1,343.26
NORTH STAR	Battery String (48V)	NSB170FTRED0044	NA	NA	3	\$ 2,330.88	\$ 2,330.88	\$ 6,992.64
<b>Power Telco</b>								
Kohler	Generator 24/72 Hour	20REOZK	1002849	SGM32C9TX	1	\$ -	\$ -	\$ -
Kohler	ATS							
	Reserved							
Pantrol	PanLock Single phase	PL-PLM00	NA	NA	1	\$ 509.00	\$ 613.09	\$ 613.09
MSI / LA-RICS Excess	CAC Configuration AC/Manual Transfer Switch Cabinet (PPC)	CAC-A45201190P	1002926	1155697-150213-015	1	\$ 6,724.00	\$ 6,724.00	\$ 6,724.00
Pentair	TYPE 3R ENCLOSURE W/LIFT-OFF	A30248HCLO	NA	NA	1	\$ 254.04	\$ 279.44	\$ 279.44
Talley	Standard Hframe	NA	NA	NA	1	N/A	N/A	N/A
<b>Tower Equipment</b>								
Valmont	(3) XLD V-FRAME WITH INTEGRAL RRU MOUNTING PIPES, 14' 6" FACE WIDTH	(3) VFA14-RRU (3) MDFC-K, (1) MSFAA, (12) P296	N/A	N/A	1	\$ 4,607.00	\$ 5,549.13	\$ 5,549.13
Valmont	100' MONOPOLE - 99' POLE WITH 1' FOUNDATION PROJECTION	TBD	N/A	N/A	1	\$ 18,847.00	\$ 22,701.21	\$ 22,701.21
Valmont	2' DISH MOUNT KIT	UGLM, FMA1, P472	N/A	N/A	1	\$ 443.00	\$ 533.59	\$ 533.59
Valmont	(3) 6' BOGNER MOUNTS HEAVY DUTY	(2) LWRM, (3) BOG6, (3) P296, (3) MDFC-K	TBD	TBD	2	\$ 7,942.00	\$ 9,566.14	\$ 19,132.28
Valmont	COLLAR MOUNT FOR CORNER REFLECTOR	TBD	TBD	TBD	1	\$ 361.00	\$ 434.82	\$ 434.82
Valmont	STRUCTURAL ANALYSIS AND DRAWING	TBD	N/A	N/A	1	\$ 400.00	\$ 460.00	\$ 460.00
Valmont	FOUNDATION DESIGN PER CUSTOMER FURNISHED SOILS REPORT	TBD	N/A	N/A	1	\$ 600.00	\$ 690.00	\$ 690.00
Valmont	FREIGHT COSTS, WITH UNLOADING OF TRUCK	NA	N/A	N/A	1	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00
Valmont	FREIGHT COSTS, ANCHOR STEEL FREIGHT SHIPPED DIRECT FROM SUPPLIER	NA	N/A	N/A	1	\$ 300.00	\$ 300.00	\$ 300.00
<b>Roof Top - Indoor - MISC eNB Equipment</b>								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 10.95	\$ 12.05	\$ 144.54
CommScope	FIBER CABLE ASSEMBLY 2 SM, 7.5M	FJ-2SM-015-7.5M	NA	NA	3	\$ 58.99	\$ 64.89	\$ 194.66
<b>Warehouse Equipment</b>								
MSI	Storage of purchased equipment (12 Months)				1	\$ 6,450.00	\$ 7,417.50	\$ 7,417.50
<b>Urban Site 2 - Phase 3 Total:</b>								<b>\$ 176,509.69</b>

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21.4 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)**  
**PSBN ROUND 2 URBAN SITE 4 (MONOPOLE)**

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
<b>eNB Urban Site Equipment</b>								
Ericsson	Ericsson,UCBB6630LTE,,,NON-COMM BASEBAND 6630,LTE,,,COMBINED UNIT/BASEBAND 6630 WITH FAN (included in CEQ 20548)	INF 903 6083/02	NA	NA	1	\$ 13,075.40	\$ 14,382.93	\$ 14,382.93
Ericsson	CABLE WITH CONNECTOR/POWER CABLE	RPM777528/10000	NA	NA	1	\$ 48.18	\$ 53.00	\$ 53.00
Ericsson	CABLE WITH CONNECTOR/GROUNDING CABLE	RPM777567/02500	NA	NA	1	\$ 81.03	\$ 89.13	\$ 89.13
Ericsson	RBS 6601 RJ-45 Cable	TSR4820211/2400	NA	NA	1	\$ 42.55	\$ 51.25	\$ 51.25
Ericsson	IDLe cable (1000 mm)	RPM777417/01000	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
Ericsson	IDLe cable (1800 mm)	RPM777417/01800	NA	NA	1	\$ 330.69	\$ 363.76	\$ 363.76
Ericsson	IDLe cable (3000 mm)	RPM777417/03000	NA	NA	1	\$ 387.63	\$ 426.39	\$ 426.39
Ericsson	Radio 4478 B14 (700MHz), 20W HWAC incl.	INF 903 6056/N14	NA	NA	3	\$ 7,923.42	\$ 8,715.76	\$ 26,147.29
Ericsson	LTE-FDD Cell Carrier 10MHz Bandwidth HWAC (per RU)	INF 901 6000/HAF6*	NA	NA	3	\$ 238.71	\$ 262.58	\$ 787.74
Ericsson	Output Power HWAC 20W incr.steps (per RU)	INF 903 9999/HR01	NA	NA	7	\$ 194.91	\$ 214.40	\$ 1,500.81
Ericsson	Baseband R503, Auxillary Mux Unit	INF 901 6000/DXM2	NA	NA	3	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55
Ericsson	INH8010026/1,GPS-TMG-HR-26NCM,,,GPS Ant 1575.42MHz 26dB Nf,Collar,Mount,,	INH8010026/1	NA	NA	1	\$ -	\$ -	\$ -
Ericsson	External Alarm Cable	RPM919664/15000	NA	NA	1	\$ 41.77	\$ 45.95	\$ 45.95
Ericsson	Signal Cable	RPM77701/00180	NA	NA	1	\$ 6.57	\$ 7.23	\$ 7.23
Ericsson	OVP Kit	NTB101242/2	NA	NA	9	\$ 30.22	\$ 33.24	\$ 299.20
Ericsson	SAU Kit	NTB101242/1	NA	NA	3	\$ 420.71	\$ 462.78	\$ 1,388.34
Ericsson	SFP, SMD, 2.5Gbps High Temp	RDH10247/25	NA	NA	9	\$ 33.17	\$ 36.48	\$ 328.36
Ericsson	MOUNTING KIT (MK wall brackets long)	SXK1250247/1	NA	NA	3	\$ 43.37	\$ 47.71	\$ 143.13
Purcell	KIT,FLXWS,14"H PLINTH,ATT,2-3112	2000003132	NA	NA	1	\$ 469.76	\$ 516.73	\$ 516.73
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,215.68	\$ 6,837.25	\$ 6,837.25
<b>Lines and Antennas equipment</b>								
Quintel	8' 65 degree 8-Port Multi-band antenna - 700/850/PCS-WCS w/ Band 14	QS8658-3e	NA	NA	6	\$ 2,956.50	\$ 3,252.15	\$ 19,512.90
Raycap Inc.	Outdoor-rated Enclosure with,Strikesorb Protection for 12,Remote Radios; Mounting at,the base station or,rooftop	DC12-48-60-0-25E	NA	NA	1	\$ 1,719.15	\$ 1,891.07	\$ 1,891.07
Raycap Inc.	Dome Encl Design w/Strikesorb,Protection for (9) -48V thru,-60VDC RRH; Tower top,Installed; low let-through of,-160vdc; incl pole mnt hw	DC9-48-60-18-8C-EV	NA	NA	3	\$ 1,998.00	\$ 2,406.59	\$ 7,219.77
<b>DC Power Plant and Battery Back Up (BBU) equipment</b>								
	Reserved							
Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	NA	NA	1	\$ -	\$ -	\$ -

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21.4 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)**  
**PSBN ROUND 2 URBAN SITE 4 (MONOPOLE)**

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
Vertiv	ATT POWER CABINET, 48V,	F1011032	NA	NA	1	\$ 5,790.36	\$ 6,369.40	\$ 6,369.40
Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	NA	NA	1	\$ 3,772.28	\$ 4,149.50	\$ 4,149.50
Vertiv	CB,HYD MAG,1P,5A,80VDC,SPDT	102274	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	CB,HYD MAG,1P,25A,80VDC,SPDT	102278	NA	NA	3	\$ 11.11	\$ 12.23	\$ 36.68
Vertiv	CB,HYD MAG,1P,50A,80VDC,SPDT	102282	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	Rectifier, eSure, 48VDC, 2000W, 1RU	1R482000E3	NA	NA	8	\$ 152.64	\$ 167.91	\$ 1,343.26
NORTH STAR	Battery String (48V)	NSB170FTRED0044	NA	NA	3	\$ 2,330.88	\$ 2,330.88	\$ 6,992.64
<b>Power Telco</b>								
Kohler	Generator 24/72 Hour	20REOZK	1007630	SGM32D3WN	1	\$ -	\$ -	\$ -
TBD	Generator Tank	NA	NA	NA	1	\$ 9,422.83	\$ 11,349.80	\$ 11,349.80
Pyramid	Fuel Tank Install	TBD	N/A	N/A	1	\$ 5,750.00	\$ 6,612.50	\$ 6,612.50
Pantrol	PanLock Single phase	PL-PLM00	NA	NA	1	\$ 509.00	\$ 613.09	\$ 613.09
MSI / LA-RICS Excess	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1002929	1155697-150213-018	1	\$ 6,724.00	\$ 6,724.00	\$ 6,724.00
Pentair	TYPE 3R ENCLOSURE W/LIFT-OFF	A30248HCLO	NA	NA	1	\$ 254.04	\$ 279.44	\$ 279.44
Talley	Standard Hframe	NA	NA	NA	1	N/A	N/A	N/A
<b>Tower Equipment</b>								
Valmont	TRIPLE T-ARM KIT FOR 12 ANTENNAS WITH REINFORCEMENT	RMV14-496	N/A	N/A	1	\$ 3,144.00	\$ 3,786.95	\$ 3,786.95
Valmont	100' MONOPOLE - 99' POLE WITH 1' FOUNDATION PROJECTION	TBD	N/A	N/A	1	\$ 19,815.00	\$ 23,867.17	\$ 23,867.17
Valmont	2' DISH MOUNT KIT	UGLM, FMA1, P472	N/A	N/A	0	\$ -	\$ -	\$ -
Valmont	(3) 6' PIVOT STANDOFF ARMS	TBD	TBD	TBD	0	\$ -	\$ -	\$ -
Valmont	COLLAR MOUNT FOR CORNER REFLECTOR	TBD	TBD	TBD	0	\$ -	\$ -	\$ -
Valmont	STRUCTURAL ANALYSIS AND DRAWING	TBD	N/A	N/A	1	\$ 400.00	\$ 460.00	\$ 460.00
Valmont	FOUNDATION DESIGN PER CUSTOMER FURNISHED SOILS REPORT	TBD	N/A	N/A	1	\$ 600.00	\$ 690.00	\$ 690.00
Valmont	FREIGHT COSTS, WITH UNLOADING OF TRUCK	NA	N/A	N/A	1	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00
Valmont	FREIGHT COSTS, ANCHOR STEEL FREIGHT SHIPPED DIRECT FROM SUPPLIER	NA	N/A	N/A	1	\$ 300.00	\$ 300.00	\$ 300.00
<b>Roof Top - Indoor - MISC eNB Equipment</b>								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 10.95	\$ 12.05	\$ 144.54
CommScope	FIBER CABLE ASSEMBLY 2 SM, 7.5M	FJ-2SM-015-7.5M	NA	NA	3	\$ 58.99	\$ 64.89	\$ 194.66
<b>Warehouse Equipment</b>								
MSI	Storage of purchased equipment (12 Months)				1	\$ 6,450.00	\$ 7,417.50	\$ 7,417.50
<b>Urban Site 4 - Phase 3 Total:</b>								<b>\$ 173,775.07</b>

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21.5 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)**  
**PSBN ROUND 2 URBAN SITE 5 (MONOPOLE)**

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
<b>eNB Urban Site Equipment</b>								
Ericsson	Ericsson,UCBB6630LTE,,,NON-COMM BASEBAND 6630,LTE,,,COMBINED UNIT/BASEBAND 6630 WITH FAN (included in CEQ 20548)	INF 903 6083/02	NA	NA	1	\$ 13,075.40	\$ 14,382.93	\$ 14,382.93
Ericsson	CABLE WITH CONNECTOR/POWER CABLE	RPM777528/10000	NA	NA	1	\$ 48.18	\$ 53.00	\$ 53.00
Ericsson	CABLE WITH CONNECTOR/GROUNDING CABLE	RPM777567/02500	NA	NA	1	\$ 81.03	\$ 89.13	\$ 89.13
Ericsson	RBS 6601 RJ-45 Cable	TSR4820211/2400	NA	NA	1	\$ 42.55	\$ 51.25	\$ 51.25
Ericsson	IDLe cable (1000 mm)	RPM777417/01000	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
Ericsson	IDLe cable (1800 mm)	RPM777417/01800	NA	NA	1	\$ 330.69	\$ 363.76	\$ 363.76
Ericsson	IDLe cable (3000 mm)	RPM777417/03000	NA	NA	1	\$ 387.63	\$ 426.39	\$ 426.39
Ericsson	Radio 4478 B14 (700MHz), 20W HWAC incl.	INF 903 6056/N14	NA	NA	3	\$ 7,923.42	\$ 8,715.76	\$ 26,147.29
Ericsson	LTE-FDD Cell Carrier 10MHz Bandwidth HWAC (per RU)	INF 901 6000/HAF6*	NA	NA	3	\$ 238.71	\$ 262.58	\$ 787.74
Ericsson	Output Power HWAC 20W incr.steps (per RU)	INF 903 9999/HR01	NA	NA	7	\$ 194.91	\$ 214.40	\$ 1,500.81
Ericsson	Baseband R503, Auxillary Mux Unit	INF 901 6000/DXM2	NA	NA	3	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55
Ericsson	INH8010026/1,GPS-TMG-HR-26NCM,,,GPS Ant 1575.42MHz 26dB Nf,Collar,Mount,,	INH8010026/1	NA	NA	1	\$ -	\$ -	\$ -
Ericsson	External Alarm Cable	RPM919664/15000	NA	NA	1	\$ 41.77	\$ 45.95	\$ 45.95
Ericsson	Signal Cable	RPM77701/00180	NA	NA	1	\$ 6.57	\$ 7.23	\$ 7.23
Ericsson	OVP Kit	NTB101242/2	NA	NA	9	\$ 30.22	\$ 33.24	\$ 299.20
Ericsson	SAU Kit	NTB101242/1	NA	NA	3	\$ 420.71	\$ 462.78	\$ 1,388.34
Ericsson	SFP, SMD, 2.5Gbps High Temp	RDH10247/25	NA	NA	9	\$ 33.17	\$ 36.48	\$ 328.36
Ericsson	MOUNTING KIT (MK wall brackets long)	SXX1250247/1	NA	NA	3	\$ 43.37	\$ 47.71	\$ 143.13
Purcell	KIT,FLXWS,14"H PLINTH,ATT,2-3112	2000003132	NA	NA	1	\$ 469.76	\$ 516.73	\$ 516.73
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,215.68	\$ 6,837.25	\$ 6,837.25
<b>Lines and Antennas equipment</b>								
Quintel	8' 65 degree 8-Port Multi-band antenna - 700/850/PCS-WCS w/ Band 14	QS8658-3e	NA	NA	6	\$ 2,956.50	\$ 3,252.15	\$ 19,512.90
Raycap Inc.	Outdoor-rated Enclosure with,Strikesorb Protection for 12,Remote Radios; Mounting at,the base station or,rooftop	DC12-48-60-0-25E	NA	NA	1	\$ 1,719.15	\$ 1,891.07	\$ 1,891.07
Raycap Inc.	Dome Encl Design w/Strikesorb,Protection for (9) -48V thru,-60VDC RRH; Tower top,Installed; low let-through of,-160vdc; incl pole mnt hw	DC9-48-60-18-8C-EV	NA	NA	3	\$ 1,998.00	\$ 2,406.59	\$ 7,219.77
<b>DC Power Plant and Battery Back Up (BBU) equipment</b>								
	Reserved							
Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	NA	NA	1	\$ -	\$ -	\$ -



**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21.5 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)**  
**PSBN ROUND 2 URBAN SITE 5 (MONOPOLE)**

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
Vertiv	ATT POWER CABINET, 48V,	F1011032	NA	NA	1	\$ 5,790.36	\$ 6,369.40	\$ 6,369.40
Vertiv	PWR SYS.-48/+24V, NETSURE 512NGBB	582137000ZZ007	NA	NA	1	\$ 3,772.28	\$ 4,149.50	\$ 4,149.50
Vertiv	CB,HYD MAG,1P,5A,80VDC,SPDT	102274	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	CB,HYD MAG,1P,25A,80VDC,SPDT	102278	NA	NA	3	\$ 11.11	\$ 12.23	\$ 36.68
Vertiv	CB,HYD MAG,1P,50A,80VDC,SPDT	102282	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	Rectifier, eSure, 48VDC, 2000W, 1RU	1R482000E3	NA	NA	8	\$ 152.64	\$ 167.91	\$ 1,343.26
NORTH STAR	Battery String (48V)	NSB170FTRED0044	NA	NA	3	\$ 2,330.88	\$ 2,330.88	\$ 6,992.64
<b>Power Telco</b>								
Kohler	Generator 24/72 Hour	20REOZK	1007631	SGM32D3WP	1	\$ -	\$ -	\$ -
TBD	Generator Tank	NA	NA	NA	1	\$ 9,422.83	\$ 11,349.80	\$ 11,349.80
Pyramid	Fuel Tank Install	TBD	N/A	N/A	1	\$ 5,750.00	\$ 6,612.50	\$ 6,612.50
Pantrol	PanLock Single phase	PL-PLM00	NA	NA	1	\$ 509.00	\$ 613.09	\$ 613.09
MSI / LA-RICS Excess	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1002931	1155697-150213-020	1	\$ 6,724.00	\$ 6,724.00	\$ 6,724.00
Pentair	TYPE 3R ENCLOSURE W/LIFT-OFF	A30248HCLO	NA	NA	1	\$ 254.04	\$ 279.44	\$ 279.44
Talley	Standard Hframe	NA	NA	NA	1	N/A	N/A	N/A
<b>Tower Equipment</b>								
Valmont	TRIPLE T-ARM KIT FOR 12 ANTENNAS WITH REINFORCEMENT	RMV14-496	N/A	N/A	1	\$ 3,144.00	\$ 3,786.95	\$ 3,786.95
Valmont	100' MONOPOLE - 99' POLE WITH 1' FOUNDATION PROJECTION	TBD	N/A	N/A	1	\$ 19,815.00	\$ 23,867.17	\$ 23,867.17
Valmont	2' DISH MOUNT KIT	UGLM, FMA1, P472	N/A	N/A	0	\$ -	\$ -	\$ -
Valmont	(3)-6' PIVOT STANDOFF ARMS	TBD	TBD	TBD	0	\$ -	\$ -	\$ -
Valmont	COLLAR-MOUNT-FOR-CORNER-REFLECTOR	TBD	TBD	TBD	0	\$ -	\$ -	\$ -
Valmont	STRUCTURAL ANALYSIS AND DRAWING	TBD	N/A	N/A	1	\$ 400.00	\$ 460.00	\$ 460.00
Valmont	FOUNDATION DESIGN PER CUSTOMER FURNISHED SOILS REPORT	TBD	N/A	N/A	1	\$ 600.00	\$ 690.00	\$ 690.00
Valmont	FREIGHT COSTS, WITH UNLOADING OF TRUCK	NA	N/A	N/A	1	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00
Valmont	FREIGHT COSTS, ANCHOR STEEL FREIGHT SHIPPED DIRECT FROM SUPPLIER	NA	N/A	N/A	1	\$ 300.00	\$ 300.00	\$ 300.00
<b>Roof Top - Indoor - MISC eNB Equipment</b>								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 10.95	\$ 12.05	\$ 144.54
CommScope	FIBER CABLE ASSEMBLY 2 SM, 7.5M	FJ-2SM-015-7.5M	NA	NA	3	\$ 58.99	\$ 64.89	\$ 194.66
<b>Warehouse Equipment</b>								
MSI	Storage of purchased equipment (12 Months)				1	\$ 6,450.00	\$ 7,417.50	\$ 7,417.50
<b>Urban Site 5 - Phase 3 Total:</b>								<b>\$ 173,775.07</b>

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21.6 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)**  
**PSBN ROUND 2 URBAN SITE 6 (MONOPOLE)**

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
<b>eNB Urban Site Equipment</b>								
Ericsson	Ericsson,UCBB6630LTE,,,NON-COMM BASEBAND 6630,LTE,,,COMBINED UNIT/BASEBAND 6630 WITH FAN (included in CEQ 20548)	INF 903 6083/02	NA	NA	1	\$ 13,075.40	\$ 14,382.93	\$ 14,382.93
Ericsson	CABLE WITH CONNECTOR/POWER CABLE	RPM777528/10000	NA	NA	1	\$ 48.18	\$ 53.00	\$ 53.00
Ericsson	CABLE WITH CONNECTOR/GROUNDING CABLE	RPM777567/02500	NA	NA	1	\$ 81.03	\$ 89.13	\$ 89.13
Ericsson	RBS 6601 RJ-45 Cable	TSR4820211/2400	NA	NA	1	\$ 42.55	\$ 51.25	\$ 51.25
Ericsson	IDLe cable (1000 mm)	RPM777417/01000	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
Ericsson	IDLe cable (1800 mm)	RPM777417/01800	NA	NA	1	\$ 330.69	\$ 363.76	\$ 363.76
Ericsson	IDLe cable (3000 mm)	RPM777417/03000	NA	NA	1	\$ 387.63	\$ 426.39	\$ 426.39
Ericsson	Radio 4478 B14 (700MHz), 20W HWAC incl.	INF 903 6056/N14	NA	NA	3	\$ 7,923.42	\$ 8,715.76	\$ 26,147.29
Ericsson	LTE-FDD Cell Carrier 10MHz Bandwidth HWAC (per RU)	INF 901 6000/HAF6*	NA	NA	3	\$ 238.71	\$ 262.58	\$ 787.74
Ericsson	Output Power HWAC 20W incr.steps (per RU)	INF 903 9999/HR01	NA	NA	7	\$ 194.91	\$ 214.40	\$ 1,500.81
Ericsson	Baseband R503, Auxillary Mux Unit	INF 901 6000/DXM2	NA	NA	3	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55
Ericsson	INH8010026/1,GPS-TMG-HR-26NCM,,,GPS Ant 1575.42MHz 26dB Nf,Collar,Mount,,	INH8010026/1	NA	NA	1	\$ -	\$ -	\$ -
Ericsson	External Alarm Cable	RPM919664/15000	NA	NA	1	\$ 41.77	\$ 45.95	\$ 45.95
Ericsson	Signal Cable	RPM77701/00180	NA	NA	1	\$ 6.57	\$ 7.23	\$ 7.23
Ericsson	OVP Kit	NTB101242/2	NA	NA	9	\$ 30.22	\$ 33.24	\$ 299.20
Ericsson	SAU Kit	NTB101242/1	NA	NA	3	\$ 420.71	\$ 462.78	\$ 1,388.34
Ericsson	SFP, SMD, 2.5Gbps High Temp	RDH10247/25	NA	NA	9	\$ 33.17	\$ 36.48	\$ 328.36
Ericsson	MOUNTING KIT (MK wall brackets long)	SXK1250247/1	NA	NA	3	\$ 43.37	\$ 47.71	\$ 143.13
Purcell	KIT,FLXWS,14"H PLINTH,ATT,2-3112	2000003132	NA	NA	1	\$ 469.76	\$ 516.73	\$ 516.73
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,215.68	\$ 6,837.25	\$ 6,837.25
<b>Lines and Antennas equipment</b>								
Quintel	8' 65 degree 8-Port Multi-band antenna - 700/850/PCS-WCS w/ Band 14	QS8658-3e	NA	NA	6	\$ 2,956.50	\$ 3,252.15	\$ 19,512.90
Raycap Inc.	Outdoor-rated Enclosure with,Strikesorb Protection for 12,Remote Radios; Mounting at,the base station or,rooftop	DC12-48-60-0-25E	NA	NA	1	\$ 1,719.15	\$ 1,891.07	\$ 1,891.07
Raycap Inc.	Dome Encl Design w/Strikesorb,Protection for (9) -48V thru,-60VDC RRH; Tower top,Installed; low let-through of,-160vdc; incl pole mnt hw	DC9-48-60-18-8C-EV	NA	NA	3	\$ 1,998.00	\$ 2,406.59	\$ 7,219.77
<b>DC Power Plant and Battery Back Up (BBU) equipment</b>								
	Reserved							
Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	NA	NA	1	\$ -	\$ -	\$ -

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21.6 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)**  
**PSBN ROUND 2 URBAN SITE 6 (MONOPOLE)**

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
Vertiv	ATT POWER CABINET, 48V,	F1011032	NA	NA	1	\$ 5,790.36	\$ 6,369.40	\$ 6,369.40
Vertiv	PWR SYS,-48/424V, NETSURE 512NGBB	582137000ZZ007	NA	NA	1	\$ 3,772.28	\$ 4,149.50	\$ 4,149.50
Vertiv	CB,HYD MAG,1P,5A,80VDC,SPDT	102274	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	CB,HYD MAG,1P,25A,80VDC,SPDT	102278	NA	NA	3	\$ 11.11	\$ 12.23	\$ 36.68
Vertiv	CB,HYD MAG,1P,50A,80VDC,SPDT	102282	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	Rectifier, eSure, 48VDC, 2000W, 1RU	1R482000E3	NA	NA	8	\$ 152.64	\$ 167.91	\$ 1,343.26
NORTH STAR	Battery String (48V)	NSB170FTRED0044	NA	NA	3	\$ 2,330.88	\$ 2,330.88	\$ 6,992.64
<b>Power Telco</b>								
Kohler	Generator 24/72 Hour	20REOZK	1007638	SGM32D3Z9	1	\$ -	\$ -	\$ -
TBD	Generator Tank	NA	NA	NA	1	\$ 9,422.83	\$ 11,349.80	\$ 11,349.80
Pyramid	Fuel Tank Install	TBD	N/A	N/A	1	\$ 5,750.00	\$ 6,612.50	\$ 6,612.50
Pantrol	PanLock Single phase	PL-PLM00	NA	NA	1	\$ 509.00	\$ 613.09	\$ 613.09
MSI / LA-RICS Excess	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1002932	1155697-150213-021	1	\$ 6,724.00	\$ 6,724.00	\$ 6,724.00
Pentair	TYPE 3R ENCLOSURE W/LIFT-OFF	A30248HCLO	NA	NA	1	\$ 254.04	\$ 279.44	\$ 279.44
Talley	Standard Hframe	NA	NA	NA	1	N/A	N/A	N/A
<b>Tower Equipment</b>								
Valmont	TRIPLE T-ARM KIT FOR 12 ANTENNAS WITH REINFORCEMENT	RMV14-496	N/A	N/A	1	\$ 3,144.00	\$ 3,786.95	\$ 3,786.95
Valmont	100' MONOPOLE - 99' POLE WITH 1' FOUNDATION PROJECTION	TBD	N/A	N/A	1	\$ 19,815.00	\$ 23,867.17	\$ 23,867.17
Valmont	2-DISH MOUNT KIT	UGLM,FMA1,P472	N/A	N/A	0	\$ -	\$ -	\$ -
Valmont	(3) 6-PIVOT-STANDOFF-ARMS	TBD	TBD	TBD	0	\$ -	\$ -	\$ -
Valmont	COLLAR-MOUNT-FOR-CORNER-REFLECTOR	TBD	TBD	TBD	0	\$ -	\$ -	\$ -
Valmont	STRUCTURAL ANALYSIS AND DRAWING	TBD	N/A	N/A	1	\$ 400.00	\$ 460.00	\$ 460.00
Valmont	FOUNDATION DESIGN PER CUSTOMER FURNISHED SOILS REPORT	TBD	N/A	N/A	1	\$ 600.00	\$ 690.00	\$ 690.00
Valmont	FREIGHT COSTS, WITH UNLOADING OF TRUCK	NA	N/A	N/A	1	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00
Valmont	FREIGHT COSTS, ANCHOR STEEL FREIGHT SHIPPED DIRECT FROM SUPPLIER	NA	N/A	N/A	1	\$ 300.00	\$ 300.00	\$ 300.00
<b>Roof Top - Indoor - MISC eNB Equipment</b>								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 10.95	\$ 12.05	\$ 144.54
CommScope	FIBER CABLE ASSEMBLY 2 SM, 7.5M	FJ-2SM-015-7.5M	NA	NA	3	\$ 58.99	\$ 64.89	\$ 194.66
<b>Warehouse Equipment</b>								
MSI	Storage of purchased equipment (12 Months)				1	\$ 6,450.00	\$ 7,417.50	\$ 7,417.50
<b>Urban Site 6 - Phase 3 Total:</b>								<b>\$ 173,775.07</b>

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21.7 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)**  
**PSBN ROUND 2 URBAN SITE 7 (MONOPOLE)**

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
<b>eNB Urban Site Equipment</b>								
Ericsson	Ericsson,UCBB6630LTE,,,NON-COMM BASEBAND 6630,LTE,,,COMBINED UNIT/BASEBAND 6630 WITH FAN (included in CEQ 20548)	INF 903 6083/02	NA	NA	1	\$ 13,075.40	\$ 14,382.93	\$ 14,382.93
Ericsson	CABLE WITH CONNECTOR/POWER CABLE	RPM777528/10000	NA	NA	1	\$ 48.18	\$ 53.00	\$ 53.00
Ericsson	CABLE WITH CONNECTOR/GROUNDING CABLE	RPM777567/02500	NA	NA	1	\$ 81.03	\$ 89.13	\$ 89.13
Ericsson	RBS 6601 RJ-45 Cable	TSR4820211/2400	NA	NA	1	\$ 42.55	\$ 51.25	\$ 51.25
Ericsson	IDLe cable (1000 mm)	RPM777417/01000	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
Ericsson	IDLe cable (1800 mm)	RPM777417/01800	NA	NA	1	\$ 330.69	\$ 363.76	\$ 363.76
Ericsson	IDLe cable (3000 mm)	RPM777417/03000	NA	NA	1	\$ 387.63	\$ 426.39	\$ 426.39
Ericsson	Radio 4478 B14 (700MHz), 20W HWAC incl.	INF 903 6056/N14	NA	NA	3	\$ 7,923.42	\$ 8,715.76	\$ 26,147.29
Ericsson	LTE-FDD Cell Carrier 10MHz Bandwidth HWAC (per RU)	INF 901 6000/HAF6*	NA	NA	3	\$ 238.71	\$ 262.58	\$ 787.74
Ericsson	Output Power HWAC 20W incr.steps (per RU)	INF 903 9999/HR01	NA	NA	7	\$ 194.91	\$ 214.40	\$ 1,500.81
Ericsson	Baseband R503, Auxillary Mux Unit	INF 901 6000/DXM2	NA	NA	3	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55
Ericsson	INH8010026/1,GPS-TMG-HR-26NCM,,,GPS Ant 1575.42MHz 26dB Nf,Collar,Mount,,	INH8010026/1	NA	NA	1	\$ -	\$ -	\$ -
Ericsson	External Alarm Cable	RPM919664/15000	NA	NA	1	\$ 41.77	\$ 45.95	\$ 45.95
Ericsson	Signal Cable	RPM77701/00180	NA	NA	1	\$ 6.57	\$ 7.23	\$ 7.23
Ericsson	OVP Kit	NTB101242/2	NA	NA	9	\$ 30.22	\$ 33.24	\$ 299.20
Ericsson	SAU Kit	NTB101242/1	NA	NA	3	\$ 420.71	\$ 462.78	\$ 1,388.34
Ericsson	SFP, SMD, 2.5Gbps High Temp	RDH10247/25	NA	NA	9	\$ 33.17	\$ 36.48	\$ 328.36
Ericsson	MOUNTING KIT (MK wall brackets long)	SXK1250247/1	NA	NA	3	\$ 43.37	\$ 47.71	\$ 143.13
Purcell	KIT,FLXWS,14"H PLINTH,ATT,2-3112	2000003132	NA	NA	1	\$ 469.76	\$ 516.73	\$ 516.73
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,215.68	\$ 6,837.25	\$ 6,837.25
<b>Lines and Antennas equipment</b>								
Quintel	8' 65 degree 8-Port Multi-band antenna - 700/850/PCS-WCS w/ Band 14	QS8658-3e	NA	NA	6	\$ 2,956.50	\$ 3,252.15	\$ 19,512.90
Raycap Inc.	Outdoor-rated Enclosure with,Strikesorb Protection for 12,Remote Radios; Mounting at,the base station or,rooftop	DC12-48-60-0-25E	NA	NA	1	\$ 1,719.15	\$ 1,891.07	\$ 1,891.07
Raycap Inc.	Dome Encl Design w/Strikesorb,Protection for (9) -48V thru,-60VDC RRH; Tower top,Installed; low let-through of,-160vdc; incl pole mnt hw	DC9-48-60-18-8C-EV	NA	NA	3	\$ 1,998.00	\$ 2,406.59	\$ 7,219.77
<b>DC Power Plant and Battery Back Up (BBU) equipment</b>								
	Reserved							
Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	NA	NA	1	\$ -	\$ -	\$ -

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21.7 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)**  
**PSBN ROUND 2 URBAN SITE 7 (MONOPOLE)**

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
Vertiv	ATT POWER CABINET, 48V,	F1011032	NA	NA	1	\$ 5,790.36	\$ 6,369.40	\$ 6,369.40
Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	NA	NA	1	\$ 3,772.28	\$ 4,149.50	\$ 4,149.50
Vertiv	CB,HYD MAG,1P,5A,80VDC,SPDT	102274	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	CB,HYD MAG,1P,25A,80VDC,SPDT	102278	NA	NA	3	\$ 11.11	\$ 12.23	\$ 36.68
Vertiv	CB,HYD MAG,1P,50A,80VDC,SPDT	102282	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	Rectifier, eSure, 48VDC, 2000W, 1RU	1R482000E3	NA	NA	8	\$ 152.64	\$ 167.91	\$ 1,343.26
NORTH STAR	Battery String (48V)	NSB170FTRED0044	NA	NA	3	\$ 2,330.88	\$ 2,330.88	\$ 6,992.64
<b>Power Telco</b>								
Kohler	Generator 24/72 Hour	20REOZK	1007639	SGM32D43R	1	\$ -	\$ -	\$ -
TBD	Generator Tank	NA	NA	NA	1	\$ 9,422.83	\$ 11,349.80	\$ 11,349.80
Pyramid	Fuel Tank Install	TBD	N/A	N/A	1	\$ 5,750.00	\$ 6,612.50	\$ 6,612.50
Pantrol	PanLock Single phase	PL-PLM00	NA	NA	1	\$ 509.00	\$ 613.09	\$ 613.09
MSI / LA-RICS Excess	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1002934	1155697-150213-023	1	\$ 6,724.00	\$ 6,724.00	\$ 6,724.00
Pentair	TYPE 3R ENCLOSURE W/LIFT-OFF	A30248HCLO	NA	NA	1	\$ 254.04	\$ 279.44	\$ 279.44
Talley	Standard Hframe	NA	NA	NA	1	N/A	N/A	N/A
<b>Tower Equipment</b>								
Valmont	TRIPLE T-ARM KIT FOR 12 ANTENNAS WITH REINFORCEMENT	RMV14-496	N/A	N/A	1	\$ 3,144.00	\$ 3,786.95	\$ 3,786.95
Valmont	100' MONOPOLE - 99' POLE WITH 1' FOUNDATION PROJECTION	TBD	N/A	N/A	1	\$ 19,815.00	\$ 23,867.17	\$ 23,867.17
Valmont	2'-DISH MOUNT KIT	UGLM, FMA1, P472	N/A	N/A	0	\$ -	\$ -	\$ -
Valmont	(3) 6' PIVOT STANDOFF ARMS	TBD	TBD	TBD	0	\$ -	\$ -	\$ -
Valmont	COLLAR MOUNT FOR CORNER REFLECTOR	TBD	TBD	TBD	0	\$ -	\$ -	\$ -
Valmont	STRUCTURAL ANALYSIS AND DRAWING	TBD	N/A	N/A	1	\$ 400.00	\$ 460.00	\$ 460.00
Valmont	FOUNDATION DESIGN PER CUSTOMER FURNISHED SOILS REPORT	TBD	N/A	N/A	1	\$ 600.00	\$ 690.00	\$ 690.00
Valmont	FREIGHT COSTS, WITH UNLOADING OF TRUCK	NA	N/A	N/A	1	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00
Valmont	FREIGHT COSTS, ANCHOR STEEL FREIGHT SHIPPED DIRECT FROM SUPPLIER	NA	N/A	N/A	1	\$ 300.00	\$ 300.00	\$ 300.00
<b>Roof Top - Indoor - MISC eNB Equipment</b>								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 10.95	\$ 12.05	\$ 144.54
CommScope	FIBER CABLE ASSEMBLY 2 SM, 7.5M	FJ-2SM-015-7.5M	NA	NA	3	\$ 58.99	\$ 64.89	\$ 194.66
<b>Warehouse Equipment</b>								
MSI	Storage of purchased equipment (12 Months)				1	\$ 6,450.00	\$ 7,417.50	\$ 7,417.50
<b>Urban Site 7 - Phase 3 Total:</b>								<b>\$ 173,775.07</b>

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21.8 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)**  
**PSBN ROUND 2 URBAN SITE 8 (MONOPOLE)**

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
<b>eNB Urban Site Equipment</b>								
Ericsson	Ericsson,UCBB6630LTE,,,NON-COMM BASEBAND 6630,LTE,,,COMBINED UNIT/BASEBAND 6630 WITH FAN (included in CEQ 20548)	INF 903 6083/02	NA	NA	1	\$ 13,075.40	\$ 14,382.93	\$ 14,382.93
Ericsson	CABLE WITH CONNECTOR/POWER CABLE	RPM777528/10000	NA	NA	1	\$ 48.18	\$ 53.00	\$ 53.00
Ericsson	CABLE WITH CONNECTOR/GROUNDING CABLE	RPM777567/02500	NA	NA	1	\$ 81.03	\$ 89.13	\$ 89.13
Ericsson	RBS 6601 RJ-45 Cable	TSR4820211/2400	NA	NA	1	\$ 42.55	\$ 51.25	\$ 51.25
Ericsson	IDLe cable (1000 mm)	RPM777417/01000	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
Ericsson	IDLe cable (1800 mm)	RPM777417/01800	NA	NA	1	\$ 330.69	\$ 363.76	\$ 363.76
Ericsson	IDLe cable (3000 mm)	RPM777417/03000	NA	NA	1	\$ 387.63	\$ 426.39	\$ 426.39
Ericsson	Radio 4478 B14 (700MHz), 20W HWAC incl.	INF 903 6056/N14	NA	NA	3	\$ 7,923.42	\$ 8,715.76	\$ 26,147.29
Ericsson	LTE-FDD Cell Carrier 10MHz Bandwidth HWAC (per RU)	INF 901 6000/HAF6*	NA	NA	3	\$ 238.71	\$ 262.58	\$ 787.74
Ericsson	Output Power HWAC 20W incr.steps (per RU)	INF 903 9999/HR01	NA	NA	7	\$ 194.91	\$ 214.40	\$ 1,500.81
Ericsson	Baseband R503, Auxillary Mux Unit	INF 901 6000/DXM2	NA	NA	3	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55
Ericsson	INH8010026/1,GPS-TMG-HR-26NCM,,,GPS Ant 1575.42MHz 26dB Nf,Collar,Mount,,	INH8010026/1	NA	NA	1	\$ -	\$ -	\$ -
Ericsson	External Alarm Cable	RPM919664/15000	NA	NA	1	\$ 41.77	\$ 45.95	\$ 45.95
Ericsson	Signal Cable	RPM77701/00180	NA	NA	1	\$ 6.57	\$ 7.23	\$ 7.23
Ericsson	OVP Kit	NTB101242/2	NA	NA	9	\$ 30.22	\$ 33.24	\$ 299.20
Ericsson	SAU Kit	NTB101242/1	NA	NA	3	\$ 420.71	\$ 462.78	\$ 1,388.34
Ericsson	SFP, SMD, 2.5Gbps High Temp	RDH10247/25	NA	NA	9	\$ 33.17	\$ 36.48	\$ 328.36
Ericsson	MOUNTING KIT (MK wall brackets long)	SXK1250247/1	NA	NA	3	\$ 43.37	\$ 47.71	\$ 143.13
Purcell	KIT,FLXWS,14"H PLINTH,ATT,2-3112	2000003132	NA	NA	1	\$ 469.76	\$ 516.73	\$ 516.73
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,215.68	\$ 6,837.25	\$ 6,837.25
<b>Lines and Antennas equipment</b>								
Quintel	8' 65 degree 8-Port Multi-band antenna - 700/850/PCS-WCS w/ Band 14	QS8658-3e	NA	NA	6	\$ 2,956.50	\$ 3,252.15	\$ 19,512.90
Raycap Inc.	Outdoor-rated Enclosure with,Strikesorb Protection for 12,Remote Radios; Mounting at,the base station or,rooftop	DC12-48-60-0-25E	NA	NA	1	\$ 1,719.15	\$ 1,891.07	\$ 1,891.07
Raycap Inc.	Dome Encl Design w/Strikesorb,Protection for (9) -48V thru,-60VDC RRH; Tower top,Installed; low let-through of,-160vdc; incl pole mnt hw	DC9-48-60-18-8C-EV	NA	NA	3	\$ 1,998.00	\$ 2,406.59	\$ 7,219.77
<b>DC Power Plant and Battery Back Up (BBU) equipment</b>								
	Reserved							
Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	NA	NA	1	\$ -	\$ -	\$ -

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21.8 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)**  
**PSBN ROUND 2 URBAN SITE 8 (MONOPOLE)**

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
Vertiv	ATT POWER CABINET, 48V,	F1011032	NA	NA	1	\$ 5,790.36	\$ 6,369.40	\$ 6,369.40
Vertiv	PWR SYS,-48/424V, NETSURE 512NGBB	582137000ZZ007	NA	NA	1	\$ 3,772.28	\$ 4,149.50	\$ 4,149.50
Vertiv	CB,HYD MAG,1P,5A,80VDC,SPDT	102274	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	CB,HYD MAG,1P,25A,80VDC,SPDT	102278	NA	NA	3	\$ 11.11	\$ 12.23	\$ 36.68
Vertiv	CB,HYD MAG,1P,50A,80VDC,SPDT	102282	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	Rectifier, eSure, 48VDC, 2000W, 1RU	1R482000E3	NA	NA	8	\$ 152.64	\$ 167.91	\$ 1,343.26
NORTH STAR	Battery String (48V)	NSB170FTRED0044	NA	NA	3	\$ 2,330.88	\$ 2,330.88	\$ 6,992.64
<b>Power Telco</b>								
Kohler	Generator 24/72 Hour	20REOZK	1007640	SGM32D43S	1	\$ -	\$ -	\$ -
TBD	Generator Tank	NA	NA	NA	1	\$ 9,422.83	\$ 11,349.80	\$ 11,349.80
Pyramid	Fuel Tank Install	TBD	N/A	N/A	1	\$ 5,750.00	\$ 6,612.50	\$ 6,612.50
Pantrol	PanLock Single phase	PL-PLM00	NA	NA	1	\$ 509.00	\$ 613.09	\$ 613.09
MSI / LA-RICS Excess	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1002935	1155697-150213-024	1	\$ 6,724.00	\$ 6,724.00	\$ 6,724.00
Pentair	TYPE 3R ENCLOSURE W/LIFT-OFF	A30248HCLO	NA	NA	1	\$ 254.04	\$ 279.44	\$ 279.44
Talley	Standard Hframe	NA	NA	NA	1	N/A	N/A	N/A
<b>Tower Equipment</b>								
Valmont	TRIPLE T-ARM KIT FOR 12 ANTENNAS WITH REINFORCEMENT	RMV14-496	N/A	N/A	1	\$ 3,144.00	\$ 3,786.95	\$ 3,786.95
Valmont	100' MONOPOLE - 99' POLE WITH 1' FOUNDATION PROJECTION	TBD	N/A	N/A	1	\$ 19,815.00	\$ 23,867.17	\$ 23,867.17
Valmont	<del>2-DISH MOUNT KIT</del>	<del>UGLM,FMA1,P472</del>	<del>N/A</del>	<del>N/A</del>	<del>0</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>
Valmont	<del>(3) 6-PIVOT-STANDOFF-ARMS</del>	<del>TBD</del>	<del>TBD</del>	<del>TBD</del>	<del>0</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>
Valmont	<del>COLLAR-MOUNT-FOR-CORNER-REFLECTOR</del>	<del>TBD</del>	<del>TBD</del>	<del>TBD</del>	<del>0</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>
Valmont	STRUCTURAL ANALYSIS AND DRAWING	TBD	N/A	N/A	1	\$ 400.00	\$ 460.00	\$ 460.00
Valmont	FOUNDATION DESIGN PER CUSTOMER FURNISHED SOILS REPORT	TBD	N/A	N/A	1	\$ 600.00	\$ 690.00	\$ 690.00
Valmont	FREIGHT COSTS, WITH UNLOADING OF TRUCK	NA	N/A	N/A	1	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00
Valmont	FREIGHT COSTS, ANCHOR STEEL FREIGHT SHIPPED DIRECT FROM SUPPLIER	NA	N/A	N/A	1	\$ 300.00	\$ 300.00	\$ 300.00
<b>Roof Top - Indoor - MISC eNB Equipment</b>								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 10.95	\$ 12.05	\$ 144.54
CommScope	FIBER CABLE ASSEMBLY 2 SM, 7.5M	FJ-2SM-015-7.5M	NA	NA	3	\$ 58.99	\$ 64.89	\$ 194.66
<b>Warehouse Equipment</b>								
MSI	Storage of purchased equipment (12 Months)				1	\$ 6,450.00	\$ 7,417.50	\$ 7,417.50
<b>Urban Site 8 - Phase 3 Total:</b>								<b>\$ 173,775.07</b>

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21.9 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)**  
**PSBN ROUND 2 URBAN SITE 9 (MONOPOLE)**

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
<b>eNB Urban Site Equipment</b>								
Ericsson	Ericsson,UCBB6630LTE,,,NON-COMM BASEBAND 6630,LTE,,,COMBINED UNIT/BASEBAND 6630 WITH FAN (included in CEQ 20548)	INF 903 6083/02	NA	NA	1	\$ 13,075.40	\$ 14,382.93	\$ 14,382.93
Ericsson	CABLE WITH CONNECTOR/POWER CABLE	RPM777528/10000	NA	NA	1	\$ 48.18	\$ 53.00	\$ 53.00
Ericsson	CABLE WITH CONNECTOR/GROUNDING CABLE	RPM777567/02500	NA	NA	1	\$ 81.03	\$ 89.13	\$ 89.13
Ericsson	RBS 6601 RJ-45 Cable	TSR4820211/2400	NA	NA	1	\$ 42.55	\$ 51.25	\$ 51.25
Ericsson	IDLe cable (1000 mm)	RPM777417/01000	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
Ericsson	IDLe cable (1800 mm)	RPM777417/01800	NA	NA	1	\$ 330.69	\$ 363.76	\$ 363.76
Ericsson	IDLe cable (3000 mm)	RPM777417/03000	NA	NA	1	\$ 387.63	\$ 426.39	\$ 426.39
Ericsson	Radio 4478 B14 (700MHz), 20W HWAC incl.	INF 903 6056/N14	NA	NA	3	\$ 7,923.42	\$ 8,715.76	\$ 26,147.29
Ericsson	LTE-FDD Cell Carrier 10MHz Bandwidth HWAC (per RU)	INF 901 6000/HAF6*	NA	NA	3	\$ 238.71	\$ 262.58	\$ 787.74
Ericsson	Output Power HWAC 20W incr.steps (per RU)	INF 903 9999/HR01	NA	NA	7	\$ 194.91	\$ 214.40	\$ 1,500.81
Ericsson	Baseband R503, Auxillary Mux Unit	INF 901 6000/DXM2	NA	NA	3	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55
Ericsson	INH8010026/1,GPS-TMG-HR-26NCM,,,GPS Ant 1575.42MHz 26dB Nf,Collar,Mount,,	INH8010026/1	NA	NA	1	\$ -	\$ -	\$ -
Ericsson	External Alarm Cable	RPM919664/15000	NA	NA	1	\$ 41.77	\$ 45.95	\$ 45.95
Ericsson	Signal Cable	RPM77701/00180	NA	NA	1	\$ 6.57	\$ 7.23	\$ 7.23
Ericsson	OVP Kit	NTB101242/2	NA	NA	9	\$ 30.22	\$ 33.24	\$ 299.20
Ericsson	SAU Kit	NTB101242/1	NA	NA	3	\$ 420.71	\$ 462.78	\$ 1,388.34
Ericsson	SFP, SMD, 2.5Gbps High Temp	RDH10247/25	NA	NA	9	\$ 33.17	\$ 36.48	\$ 328.36
Ericsson	MOUNTING KIT (MK wall brackets long)	SXX1250247/1	NA	NA	3	\$ 43.37	\$ 47.71	\$ 143.13
Purcell	KIT,FLXWS,14"H PLINTH,ATT,2-3112	2000003132	NA	NA	1	\$ 469.76	\$ 516.73	\$ 516.73
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,215.68	\$ 6,837.25	\$ 6,837.25
<b>Lines and Antennas equipment</b>								
Quintel	8' 65 degree 8-Port Multi-band antenna - 700/850/PCS-WCS w/ Band 14	QS8658-3e	NA	NA	6	\$ 2,956.50	\$ 3,252.15	\$ 19,512.90
Raycap Inc.	Outdoor-rated Enclosure with,Strikesorb Protection for 12,Remote Radios; Mounting at,the base station or,rooftop	DC12-48-60-0-25E	NA	NA	1	\$ 1,719.15	\$ 1,891.07	\$ 1,891.07
Raycap Inc.	Dome Encl Design w/Strikesorb,Protection for (9) -48V thru,-60VDC RRH; Tower top,Installed; low let-through of,-160vdc; incl pole mnt hw	DC9-48-60-18-8C-EV	NA	NA	3	\$ 1,998.00	\$ 2,406.59	\$ 7,219.77
<b>DC Power Plant and Battery Back Up (BBU) equipment</b>								
	Reserved							
Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	NA	NA	1	\$ -	\$ -	\$ -



**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21.9 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)**  
**PSBN ROUND 2 URBAN SITE 9 (MONOPOLE)**

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
Vertiv	ATT POWER CABINET, 48V,	F1011032	NA	NA	1	\$ 5,790.36	\$ 6,369.40	\$ 6,369.40
Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	NA	NA	1	\$ 3,772.28	\$ 4,149.50	\$ 4,149.50
Vertiv	CB,HYD MAG,1P,5A,80VDC,SPDT	102274	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	CB,HYD MAG,1P,25A,80VDC,SPDT	102278	NA	NA	3	\$ 11.11	\$ 12.23	\$ 36.68
Vertiv	CB,HYD MAG,1P,50A,80VDC,SPDT	102282	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	Rectifier, eSure, 48VDC, 2000W, 1RU	1R482000E3	NA	NA	8	\$ 152.64	\$ 167.91	\$ 1,343.26
NORTH STAR	Battery String (48V)	NSB170FTRED0044	NA	NA	3	\$ 2,330.88	\$ 2,330.88	\$ 6,992.64
<b>Power Telco</b>								
Kohler	Generator 24/72 Hour	20REOZK	1007641	SGM32D43T	1	\$ -	\$ -	\$ -
TBD	Generator Tank	NA	NA	NA	1	\$ 9,422.83	\$ 11,349.80	\$ 11,349.80
Pyramid	Fuel Tank Install	TBD	N/A	N/A	1	\$ 5,750.00	\$ 6,612.50	\$ 6,612.50
Pantrol	PanLock Single phase	PL-PLM00	NA	NA	1	\$ 509.00	\$ 613.09	\$ 613.09
MSI / LA-RICS	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1002937	1155697-150213-026	1	\$ 6,724.00	\$ 6,724.00	\$ 6,724.00
Pentair	TYPE 3R ENCLOSURE W/LIFT-OFF	A30248HCLO	NA	NA	1	\$ 254.04	\$ 279.44	\$ 279.44
Talley	Standard Hframe	NA	NA	NA	1	N/A	N/A	N/A
<b>Tower Equipment</b>								
Valmont	TRIPLE T-ARM KIT FOR 12 ANTENNAS WITH REINFORCEMENT	RMV14-496	N/A	N/A	1	\$ 3,144.00	\$ 3,786.95	\$ 3,786.95
Valmont	100' MONOPOLE - 99' POLE WITH 1' FOUNDATION PROJECTION	TBD	N/A	N/A	1	\$ 19,815.00	\$ 23,867.17	\$ 23,867.17
Valmont	2' DISH MOUNT KIT	UGLM,FMA1,P472	N/A	N/A	0	\$ -	\$ -	\$ -
Valmont	(3) 6' PIVOT STANDOFF ARMS	TBD	TBD	TBD	0	\$ -	\$ -	\$ -
Valmont	COLLAR MOUNT FOR CORNER REFLECTOR	TBD	TBD	TBD	0	\$ -	\$ -	\$ -
Valmont	STRUCTURAL ANALYSIS AND DRAWING	TBD	N/A	N/A	1	\$ 400.00	\$ 460.00	\$ 460.00
Valmont	FOUNDATION DESIGN PER CUSTOMER FURNISHED SOILS REPORT	TBD	N/A	N/A	1	\$ 600.00	\$ 690.00	\$ 690.00
Valmont	FREIGHT COSTS, WITH UNLOADING OF TRUCK	NA	N/A	N/A	1	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00
Valmont	FREIGHT COSTS, ANCHOR STEEL FREIGHT SHIPPED DIRECT FROM SUPPLIER	NA	N/A	N/A	1	\$ 300.00	\$ 300.00	\$ 300.00
<b>Roof Top - Indoor - MISC eNB Equipment</b>								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 10.95	\$ 12.05	\$ 144.54
CommScope	FIBER CABLE ASSEMBLY 2 SM, 7.5M	FJ-2SM-015-7.5M	NA	NA	3	\$ 58.99	\$ 64.89	\$ 194.66
<b>Warehouse Equipment</b>								
MSI	Storage of purchased equipment (12 Months)				1	\$ 6,450.00	\$ 7,417.50	\$ 7,417.50
<b>Urban Site 9 - Phase 3 Total:</b>								<b>\$ 173,775.07</b>

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21.14 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)**  
**PSBN ROUND 2 URBAN SITE 14 (COLLOCATION)**

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
<b>eNB Urban Site Equipment</b>								
Ericsson	Ericsson,UCBB6630LTE,,,NON-COMM BASEBAND 6630,LTE,,,COMBINED UNIT/BASEBAND 6630 WITH FAN (included in CEQ 20548)	INF 903 6083/02	NA	NA	1	\$ 13,075.40	\$ 14,382.93	\$ 14,382.93
Ericsson	CABLE WITH CONNECTOR/POWER CABLE	RPM777528/10000	NA	NA	1	\$ 48.18	\$ 53.00	\$ 53.00
Ericsson	CABLE WITH CONNECTOR/GROUNDING CABLE	RPM777567/02500	NA	NA	1	\$ 81.03	\$ 89.13	\$ 89.13
Ericsson	RBS 6601 RJ-45 Cable	TSR4820211/2400	NA	NA	1	\$ 42.55	\$ 51.25	\$ 51.25
Ericsson	IDLe cable (1000 mm)	RPM777417/01000	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
Ericsson	IDLe cable (1800 mm)	RPM777417/01800	NA	NA	1	\$ 330.69	\$ 363.76	\$ 363.76
Ericsson	IDLe cable (3000 mm)	RPM777417/03000	NA	NA	1	\$ 387.63	\$ 426.39	\$ 426.39
Ericsson	Radio 4478 B14 (700MHz), 20W HWAC incl.	INF 903 6056/N14	NA	NA	3	\$ 7,923.42	\$ 8,715.76	\$ 26,147.29
Ericsson	LTE-FDD Cell Carrier 10MHz Bandwidth HWAC (per RU)	INF 901 6000/HAF6*	NA	NA	3	\$ 238.71	\$ 262.58	\$ 787.74
Ericsson	Output Power HWAC 20W incr.steps (per RU)	INF 903 9999/HR01	NA	NA	7	\$ 194.91	\$ 214.40	\$ 1,500.81
Ericsson	Baseband R503, Auxillary Mux Unit	INF 901 6000/DXM2	NA	NA	3	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55
Ericsson	INH8010026/1,GPS-TMG-HR-26NCM,,,GPS Ant 1575.42MHz 26dB Nf,Collar,Mount,,	INH8010026/1	NA	NA	1	\$ -	\$ -	\$ -
Ericsson	External Alarm Cable	RPM919664/15000	NA	NA	1	\$ 41.77	\$ 45.95	\$ 45.95
Ericsson	Signal Cable	RPM77701/00180	NA	NA	1	\$ 6.57	\$ 7.23	\$ 7.23
Ericsson	OVP Kit	NTB101242/2	NA	NA	9	\$ 30.22	\$ 33.24	\$ 299.20
Ericsson	SAU Kit	NTB101242/1	NA	NA	3	\$ 420.71	\$ 462.78	\$ 1,388.34
Ericsson	SFP, SMD, 2.5Gbps High Temp	RDH10247/25	NA	NA	9	\$ 33.17	\$ 36.48	\$ 328.36
Ericsson	MOUNTING KIT (MK wall brackets long)	SXX1250247/1	NA	NA	3	\$ 43.37	\$ 47.71	\$ 143.13
Purcell	KIT,FLXWS,14"H PLINTH,ATT,2-3112	2000003132	NA	NA	1	\$ 469.76	\$ 516.73	\$ 516.73
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,215.68	\$ 6,837.25	\$ 6,837.25
<b>Lines and Antennas equipment</b>								
Quintel	8' 65 degree 8-Port Multi-band antenna - 700/850/PCS-WCS w/ Band 14	QS8658-3e	NA	NA	6	\$ 2,956.50	\$ 3,252.15	\$ 19,512.90
Site Pro	Antenna Sector frame	VFA14RRU or other moun	NA	NA	3	\$ 1,775.00	\$ 2,137.99	\$ 6,413.96
Raycap Inc.	Outdoor-rated Enclosure with,Strikesorb Protection for 12,Remote Radios; Mounting at,the base station or,rooftop	DC12-48-60-0-25E	NA	NA	1	\$ 1,719.15	\$ 1,891.07	\$ 1,891.07
Raycap Inc.	DC9 Surge Protection and Fiber Management Devices	DC9-48-60-24-8C-EV	NA	NA	3	\$ 1,998.00	\$ 2,406.59	\$ 7,219.77
<b>DC Power Plant and Battery Back Up (BBU) equipment</b>								
Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	NA	NA	1	\$ -	\$ -	\$ -

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21.14 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)**  
**PSBN ROUND 2 URBAN SITE 14 (COLLOCATION)**

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
Vertiv	ATT POWER CABINET, 48V,	F1011032	NA	NA	1	\$ 5,790.36	\$ 6,369.40	\$ 6,369.40
Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	NA	NA	1	\$ 3,772.28	\$ 4,149.50	\$ 4,149.50
Vertiv	CB,HYD MAG,1P,5A,80VDC,SPDT	102274	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	CB,HYD MAG,1P,25A,80VDC,SPDT	102278	NA	NA	3	\$ 11.11	\$ 12.23	\$ 36.68
Vertiv	CB,HYD MAG,1P,50A,80VDC,SPDT	102282	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	Rectifier, eSure, 48VDC, 2000W, 1RU	1R482000E3	NA	NA	8	\$ 152.64	\$ 167.91	\$ 1,343.26
NORTH STAR	Battery String (48V)	NSB170FTRED0044	NA	NA	3	\$ 2,330.88	\$ 2,330.88	\$ 6,992.64
<b>Power and Telco</b>								
Kohler	Generator 24/72 Hour	20REOZK	1007645	SGM32D447	1	\$ -	\$ -	\$ -
Kohler	ATS							
Pantrol	PanLock Single phase	PL-PLM00	NA	NA	1	\$ 509.00	\$ 613.09	\$ 613.09
MSI / LA-RICS Excess	CAC Configuration AC/Manual Transfer Switch Cabinet (PPC)	CAC-A45201190P	1002944	1155697-150213 033	1	N/A	\$ 6,724.00	\$ 6,724.00
Pentair	TYPE 3R ENCLOSURE W/LIFT-OFF	A30248HCLO	NA	NA	1	\$ 254.04	\$ 279.44	\$ 279.44
Talley	Standard Hframe	NA	NA	NA	1	\$ -	\$ -	\$ -
<b>Roof Top - Indoor - MISC eNB Equipment</b>								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 10.95	\$ 12.05	\$ 144.54
CommScope	FIBER CABLE ASSEMBLY 2 SM, 7.5M	FJ-2SM-015-7.5M	NA	NA	3	\$ 58.99	\$ 64.89	\$ 194.66
<b>Warehouse Equipment</b>								
MSI	Storage of purchased equipment (12 Months)				1	\$ 6,450.00	\$ 7,417.50	\$ 7,417.50
<b>Urban Site 14 - Phase 3 Total:</b>								<b>\$ 128,922.62</b>

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21.16 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)**  
**PSBN ROUND 2 URBAN SITE 16 (ROOF TOP)**

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
<b>eNB Urban Site Equipment</b>								
Ericsson	Ericsson,UCBB6630LTE,,,NON-COMM BASEBAND 6630,LTE,,,COMBINED UNIT/BASEBAND 6630 WITH FAN (included in CEQ 20548)	INF 903 6083/02	NA	NA	1	\$ 13,075.40	\$ 14,382.93	\$ 14,382.93
Ericsson	CABLE WITH CONNECTOR/POWER CABLE	RPM777528/10000	NA	NA	1	\$ 48.18	\$ 53.00	\$ 53.00
Ericsson	CABLE WITH CONNECTOR/GROUNDING CABLE	RPM777567/02500	NA	NA	1	\$ 81.03	\$ 89.13	\$ 89.13
Ericsson	RBS 6601 RJ-45 Cable	TSR4820211/2400	NA	NA	1	\$ 42.55	\$ 51.25	\$ 51.25
Ericsson	IDLe cable (1000 mm)	RPM777417/01000	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
Ericsson	IDLe cable (1800 mm)	RPM777417/01800	NA	NA	1	\$ 330.69	\$ 363.76	\$ 363.76
Ericsson	IDLe cable (3000 mm)	RPM777417/03000	NA	NA	1	\$ 387.63	\$ 426.39	\$ 426.39
Ericsson	Radio 4478 B14 (700MHz), 20W HWAC incl.	INF 903 6056/N14	NA	NA	3	\$ 7,923.42	\$ 8,715.76	\$ 26,147.29
Ericsson	LTE-FDD Cell Carrier 10MHz Bandwidth HWAC (per RU)	INF 901 6000/HAF6*	NA	NA	3	\$ 238.71	\$ 262.58	\$ 787.74
Ericsson	Output Power HWAC 20W incr.steps (per RU)	INF 903 9999/HR01	NA	NA	7	\$ 194.91	\$ 214.40	\$ 1,500.81
Ericsson	Baseband R503, Auxillary Mux Unit	INF 901 6000/DXM2	NA	NA	3	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55
Ericsson	INH8010026/1,GPS-TMG-HR-26NCM,,,GPS Ant 1575.42MHz 26dB Nf,Collar,Mount,,	INH8010026/1	NA	NA	1	\$ -	\$ -	\$ -
Ericsson	External Alarm Cable	RPM919664/15000	NA	NA	1	\$ 41.77	\$ 45.95	\$ 45.95
Ericsson	Signal Cable	RPM77701/00180	NA	NA	1	\$ 6.57	\$ 7.23	\$ 7.23
Ericsson	OVP Kit	NTB101242/2	NA	NA	9	\$ 30.22	\$ 33.24	\$ 299.20
Ericsson	SAU Kit	NTB101242/1	NA	NA	3	\$ 420.71	\$ 462.78	\$ 1,388.34
Ericsson	SFP, SMD, 2.5Gbps High Temp	RDH10247/25	NA	NA	9	\$ 33.17	\$ 36.48	\$ 328.36
Ericsson	MOUNTING KIT (MK wall brackets long)	SXK1250247/1	NA	NA	3	\$ 43.37	\$ 47.71	\$ 143.13
Purcell	KIT,FLXWS,14"H PLINTH,ATT,2-3112	2000003132	NA	NA	1	\$ 469.76	\$ 516.73	\$ 516.73
Purcell	Description: FLX21-2520,130W HEX,HTR,100A DIST	2000004800	NA	NA	1	\$ 6,215.68	\$ 6,837.25	\$ 6,837.25
<b>Lines and Antennas equipment</b>								
Quintel	8' 65 degree 8-Port Multi-band antenna - 700/850/PCS-WCS w/ Band 14	QS8658-3e	NA	NA	6	\$ 2,956.50	\$ 3,252.15	\$ 19,512.90
Raycap Inc.	Outdoor-rated Enclosure with,Strikesorb Protection for 12,Remote Radios; Mounting at,the base station or,rooftop	DC12-48-60-0-25E	NA	NA	1	\$ 1,719.15	\$ 1,891.07	\$ 1,891.07
Raycap Inc.	DC9 Surge Protection and Fiber Management Devices	DC9-48-60-24-8C-EV	NA	NA	3	\$ 1,998.00	\$ 2,406.59	\$ 7,219.77
Raycap Inc.	Pluggable, upgradable,rack-mount tray equipment,w/Strikesorb protection and,front panel alarm indication,for 12 remote radios	DC12-48-60-RM	NA	NA	3	\$ -	\$ -	\$ -
<b>DC Power Plant and Battery Back Up (BBU) equipment</b>								
Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	NA	NA	1	\$ -	\$ -	\$ -

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21.16 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)**  
**PSBN ROUND 2 URBAN SITE 16 (ROOF TOP)**

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
Vertiv	ATT POWER CABINET, 48V,	F1011032	NA	NA	1	\$ 5,790.36	\$ 6,369.40	\$ 6,369.40
Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	NA	NA	1	\$ 3,772.28	\$ 4,149.50	\$ 4,149.50
Vertiv	CB,HYD MAG,1P,5A,80VDC,SPDT	102274	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	CB,HYD MAG,1P,25A,80VDC,SPDT	102278	NA	NA	3	\$ 11.11	\$ 12.23	\$ 36.68
Vertiv	CB,HYD MAG,1P,50A,80VDC,SPDT	102282	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	Rectifier, eSure, 48VDC, 2000W, 1RU	1R482000E3	NA	NA	8	\$ 152.64	\$ 167.91	\$ 1,343.26
NORTH STAR	Battery String (48V)	NSB170FTRED0044	NA	NA	3	\$ 2,330.88	\$ 2,330.88	\$ 6,992.64
<b>Power and Telco</b>								
MSI / LA-RICS Excess	CAC Configuration AC/Manual Transfer Switch Cabinet (PPC)	CAC-A45201190P	1002951	1155697-150213 040	1	NA	\$ 6,724.00	\$ 6,724.00
Pentair	TYPE 3R ENCLOSURE W/LIFT-OFF	A30248HCLO	NA	NA	1	\$ 254.04	\$ 279.44	\$ 279.44
Talley	Standard Hframe	NA	NA	NA	1	NA	N/A	N/A
<b>Roof Top - Indoor - MISC eNB Equipment</b>								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 10.95	\$ 12.05	\$ 144.54
CommScope	FIBER CABLE ASSEMBLY 2 SM, 7.5M	FJ-2SM-015-7.5M	NA	NA	3	\$ 58.99	\$ 64.89	\$ 194.66
<b>Warehouse Equipment</b>								
MSI	Storage of purchased equipment (12 Months)				1	\$ 6,450.00	\$ 7,417.50	\$ 7,417.50
<b>Urban Site 16 - Phase 3 Total:</b>								<b>\$ 121,895.56</b>

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21.17 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)**  
**PSBN ROUND 2 URBAN SITE 17 (ROOF AND INTERIOR)**

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
<b>eNB Urban Site Equipment</b>								
Ericsson	Ericsson,UCBB6630LTE,,,NON-COMM BASEBAND 6630,LTE,,,COMBINED UNIT/BASEBAND 6630 WITH FAN (included in CEQ 20548)	INF 903 6083/02	NA	NA	1	\$ 13,075.40	\$ 14,382.93	\$ 14,382.93
Ericsson	CABLE WITH CONNECTOR/POWER CABLE	RPM777528/10000	NA	NA	1	\$ 48.18	\$ 53.00	\$ 53.00
Ericsson	CABLE WITH CONNECTOR/GROUNDING CABLE	RPM777567/02500	NA	NA	1	\$ 81.03	\$ 89.13	\$ 89.13
Ericsson	RBS 6601 RJ-45 Cable	TSR4820211/2400	NA	NA	1	\$ 42.55	\$ 51.25	\$ 51.25
Ericsson	IDLe cable (1000 mm)	RPM777417/01000	NA	NA	1	\$ 319.74	\$ 351.71	\$ 351.71
Ericsson	IDLe cable (1800 mm)	RPM777417/01800	NA	NA	1	\$ 330.69	\$ 363.76	\$ 363.76
Ericsson	IDLe cable (3000 mm)	RPM777417/03000	NA	NA	1	\$ 387.63	\$ 426.39	\$ 426.39
Ericsson	Radio 4478 B14 (700MHz), 20W HWAC incl.	INF 903 6056/N14	NA	NA	3	\$ 7,923.42	\$ 8,715.76	\$ 26,147.29
Ericsson	LTE-FDD Cell Carrier 10MHz Bandwidth HWAC (per RU)	INF 901 6000/HAF6*	NA	NA	3	\$ 238.71	\$ 262.58	\$ 787.74
Ericsson	Output Power HWAC 20W incr.steps (per RU)	INF 903 9999/HR01	NA	NA	7	\$ 194.91	\$ 214.40	\$ 1,500.81
Ericsson	Baseband R503, Auxillary Mux Unit	INF 901 6000/DXM2	NA	NA	3	\$ 1,780.47	\$ 1,958.52	\$ 5,875.55
Ericsson	INH8010026/1,GPS-TMG-HR-26NCM,,,GPS Ant 1575.42MHz 26dB Nf,Collar,Mount,,	INH8010026/1	NA	NA	1	\$ -	\$ -	\$ -
Ericsson	External Alarm Cable	RPM919664/15000	NA	NA	1	\$ 41.77	\$ 45.95	\$ 45.95
Ericsson	Signal Cable	RPM77701/00180	NA	NA	1	\$ 6.57	\$ 7.23	\$ 7.23
Ericsson	OVP Kit	NTB101242/2	NA	NA	9	\$ 30.22	\$ 33.24	\$ 299.20
Ericsson	SAU Kit	NTB101242/1	NA	NA	3	\$ 420.71	\$ 462.78	\$ 1,388.34
Ericsson	SFP, SMD, 2.5Gbps High Temp	RDH10247/25	NA	NA	9	\$ 33.17	\$ 36.48	\$ 328.36
Ericsson	MOUNTING KIT (MK wall brackets long)	SXX1250247/1	NA	NA	3	\$ 43.37	\$ 47.71	\$ 143.13
Purell	KIT,FLXWS,14"H PLINTH,ATF,2-3112	2000003112	NA	NA	4	\$ -	\$ -	\$ -
Purell	Description: FLX21-2520,130W HEX,HTR,100A-DIST	2000004800	NA	NA	4	\$ -	\$ -	\$ -
<b>Lines and Antennas equipment</b>								
Quintel	8' 65 degree 8-Port Multi-band antenna - 700/850/PCS-WCS w/ Band 14	QS8658-3e	NA	NA	6	\$ 2,956.50	\$ 3,252.15	\$ 19,512.90
Raycap Inc.	Outdoor-rated Enclosure with Strikesorb Protection for 12 Remote Radios; Mounting at the base station or rooftop	DC12-48-60-0-25E	NA	NA	4	\$ -	\$ -	\$ -
Raycap Inc.	DC9 Surge Protection and Fiber Management Devices	DC9-48-60-24-8C-EV	NA	NA	3	\$ 1,998.00	\$ 2,406.59	\$ 7,219.77
Raycap Inc.	Pluggable; upgradable, rack-mount tray equipment, w/ Strikesorb protection and, from panel alarm indication, for 12 remote radios	DC12-48-60-RM	NA	NA	3	\$ 1,709.30	\$ 1,880.22	\$ 5,640.67
<b>DC Power Plant and Battery Back Up (BBU) equipment</b>								
Vertiv	NF16W512WNCUWNOSLIDEBATTDRAWER	F2016064	NA	NA	0	\$ -	\$ -	\$ -

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.21.17 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS)**  
**PSBN ROUND 2 URBAN SITE 17 (ROOF AND INTERIOR)**

PHASE 3 - SUPPLY PSBN COMPONENTS								
Manufacture Name for Order OM	Item Description OM	Manufacturer P/N	Applicable Asset Number	Applicable Serial Number	Qty Per Site	Pricing Extended To Motorola	Ext. Cost Per Unit	Contract Sum - Full Payable Amount
Vertiv	ATT POWER CABINET, 48V,	F1011032	NA	NA	0	\$ 5,790.36	\$ 6,369.40	\$ -
Vertiv	PWR SYS,-48/+24V, NETSURE 512NGBB	582137000ZZ007	NA	NA	1	\$ 3,772.28	\$ 4,149.50	\$ 4,149.50
Vertiv	CB,HYD MAG,1P,5A,80VDC,SPDT	102274	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	CB,HYD MAG,1P,25A,80VDC,SPDT	102278	NA	NA	3	\$ 11.11	\$ 12.23	\$ 36.68
Vertiv	CB,HYD MAG,1P,50A,80VDC,SPDT	102282	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	Rectifier, eSure, 48VDC, 2000W, 1RU	1R482000E3	NA	NA	8	\$ 152.64	\$ 167.91	\$ 1,343.26
NORTH STAR	Battery String (48V)	NSB170FTRED0044	NA	NA	3	\$ 2,330.88	\$ 2,330.88	\$ 6,992.64
Vertiv	CB,HYD MAG,1P,10A,80VDC,SPDT	102778	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	CB,HYD MAG,1P,20A,80VDC,SPDT	102277	NA	NA	1	\$ 11.11	\$ 12.23	\$ 12.23
Vertiv	NS7100,3-Row,7Ft,w/o Battery Trays	582127000100	NA	NA	1	\$ 5,124.60	\$ 5,637.06	\$ 5,637.06
Vertiv	KIT,-48V BATTERY TRAY,23",100A CB	588820200SK00	NA	NA	3	\$ 427.05	\$ 469.76	\$ 1,409.27
Vertiv	Kit, Bus Bars, Battery Tray Cables	555478	NA	NA	1	\$ 160.97	\$ 177.06	\$ 177.06
Vertiv	Relay Rack,45U,23"W,84.00"H,Zone-4	562353	NA	NA	1	\$ 788.40	\$ 867.24	\$ 867.24
<b>Power and Telco</b>								
MSI / LA-RICS Excess	CAC Configuration AC/Transfer Switch Cabinet (PPC)	CAC-A45201190P	1002953	1155697-150213-042	1	N/A	\$ 6,724.00	\$ 6,724.00
Talley	Standard Hframe	NA	NA	NA	1	N/A	N/A	N/A
<b>Roof Top - Indoor - MISC eNB Equipment</b>								
Arrow	FIBER JUMPER SM LC/LC 2MTR	900S-2M-LC	NA	NA	12	\$ 10.95	\$ 12.05	\$ 144.54
CommScope	FIBER CABLE ASSEMBLY 2 SM, 7.5M	FJ-2SM-015-7.5M	NA	NA	3	\$ 58.99	\$ 64.89	\$ 194.66
Motorola	2 Post Seismic Rated 19" Relay Racks - 2 Post. Ability to support Batteries, DC Plant and eNB Equipment	DSMOTORACK19	NA	NA	3	\$ 2,190.00	\$ 2,409.00	\$ 6,570.00
<b>Warehouse Equipment</b>								
MSI	Storage of purchased equipment (12 Months)				1	\$ 6,450.00	\$ 7,417.50	\$ 7,417.50
<b>Urban Site 17 - Phase 3 Total:</b>								<b>\$ 126,327.43</b>



## 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

October 3, 2019

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

Dear Directors:

### **APPROVE AMENDMENT NO. 41 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM**

#### **SUBJECT**

Board approval is requested to authorize the Executive Director to execute Amendment No. 41 to Agreement No. LA-RICS 007 (Agreement) to contemplate the incorporation of certain Change Order Modifications resulting in a net increase to the Maximum Contract Sum in the amount of \$255,975.

#### **RECOMMENDED ACTIONS**

It is recommended that your Board:

1. Approve Amendment No. 41 (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. Make changes necessary to incorporate Land Mobile Radio (LMR) Change Order Modifications for a cost increase in the amount of \$255,975.
2. Authorize an increase to the Maximum Contract Sum in the amount \$255,975 from \$296,270,689 to \$296,526,664 when taking the cost increase into consideration.



3. Delegate authority to the Executive Director or his designee to execute Amendment No. 41, in substantially similar form, to the enclosed Amendment (Enclosure).
4. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 41.

### **BACKGROUND**

The Authority continues to work closely with Motorola on the construction of LMR System Sites. As construction continues to progress approval of certain change order modifications may be necessary to address and continue construction activities that were not originally contemplated in Motorola's scope. As a result, the recommended actions contemplate LMR Change Order Modifications.

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

Approval of the recommended actions will authorize the Executive Director or his designee to execute Amendment No. 41 to incorporate certain Change Order Modifications, all actions resulting in a net increase to the Maximum Contract Sum in the amount of \$255,975. The LMR Change Order Modifications contemplated in this amendment are for Work associated with site location change, new Phase 1 work, road repair, asbestos and lead testing, Radio Frequency (RF) engineering coverage assessment, additional microwave link, additional ice bridge, LARTCS VHF frequency changes.

The LMR Change Order Modifications contemplated in Amendment No. 41, have been reviewed by Authority staff, including its consultants, and the LMR Contractor, Motorola and both parties have negotiated each claim, including the associated costs for each change order. The changes presented in Amendment No. 41 benefit the LMR project and are required for the completion of the LMR System. LMR change orders are considered for a variety of reasons and reflect items that were not originally considered in the contract or are performed in order to ratify an agreement between the Authority and its Contractor, Motorola, regarding work to be performed.

### **FISCAL IMPACT/FINANCING**

The activities contemplated in Amendment No. 41 will result in a net increase to the Maximum Contract Sum by \$255,975 from \$296,270,689 to \$296,526,664 when taking the recommended actions into consideration and shall be fully reimbursed by the Urban Areas Security Initiative (UASI) grant.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

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

**CONCLUSION**

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

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

JA:rf:pdd

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Enclosure

cc: Counsel to the Authority

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

**Recitals**

This Amendment Number Forty-One (together with all exhibits, attachments, and schedules hereto, "Amendment No. 41") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of October \_\_\_\_\_, 2019, based on the following recitals:

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

The Agreement has been previously amended by Amendment Number One, effective as of September 5, 2013, to exercise the Unilateral Option for all Work pertaining to Phase 1 (System Design), without the Additive Alternates; with no change to the Maximum Contract Sum.

The Agreement has been previously amended by Amendment Number Two, effective as of October 29, 2013, to exercise the Unilateral Option for all Work pertaining to Project Descriptions in Phase 1 (System Design) for the Bounded Area Coverage Additive Alternate; with no change to the Maximum Contract Sum.

The Agreement has been previously amended by Amendment Number Three, effective as of December 19, 2013, to, among other things, exercise the Unilateral Option for all Work pertaining to Contractor's provision and implementation of Specified Equipment (as defined in Amendment No. 3) increasing the Maximum Contract Sum by \$1,285,230, from \$280,354,954 to \$281,640,184.

The Agreement has been previously amended by Amendment Number Four, effective as of December 19, 2013, to, among other things, provide and implement under Phase 1 (System Design) certain additional equipment referred to as "Station B Equipment" increasing the Maximum Contract Sum by \$1,169,047, from \$281,640,184 to \$282,809,231.

The Agreement has been previously amended by Amendment Number Five, effective as of March 27, 2014, to, among other things; include license coordination fees, increasing the Maximum Contract Sum by \$20,240, from \$282,809,231 to \$282,829,472.

*Amendment No. 41 to  
Agreement No. LA-RICS 007*

**AGENDA ITEM J - ENCLOSURE**

The Agreement has been previously amended by Amendment Number Six, effective as of April 17, 2014, to, among other things, upgrade to the Los Angeles Police Department's Valley Dispatch Center's ("LAPDVDC") Uninterruptible Power Supply ("UPS") to accommodate the installation and deployment of Core 2 at this facility, increasing the Maximum Contract Sum by \$68,146, from \$282,829,472 to \$282,897,618.

The Agreement has been previously amended by Amendment Number Seven, effective as of May 8, 2014, to, among other things, purchase portable radios, radio accessories, consolettes, and consoles; and to add a provision to address potential joint obligations of Authority and Contractor under the Antennae Lease Agreement dated April 17, 2014, between the City of Los Angeles, the Authority, and Contractor; increasing the Maximum Contract Sum by \$5,177,051, from \$282,897,618 to \$288,074,669.

The Agreement has been previously amended by Amendment Number Eight, effective as of August 28, 2014, to purchase additional portable radios and radio accessories; increasing the Maximum Contract Sum by \$3,671,006, from \$288,074,669 to \$291,745,675.

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

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

The Agreement has been previously amended by Amendment Number Eleven, effective April 28, 2015, to (a) make the necessary changes to reflect Phase 1 (System Design) Description Work for two (2) potential replacement sites; (b) make changes

necessary to reflect an existing credit from Amendment No. 3 in the amount of \$547,158 in Phase 3 (Supply LMR System Components) for one (1) LMR System Site, (c) make changes necessary to add project management costs that were inadvertently omitted in Amendment No. 10 in the amount of \$64,282 in Phase 4 (LMR System Implementation) for one (1) LMR System Site, and (d) make other certain changes as reflected in Amendment No. 11, all of which reduced the Maximum Contract Sum by \$459,529, from \$292,846,813 to \$292,387,284.

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

The Agreement has been previously amended to Amendment Number Thirteen effective October 30, 2015 to make the necessary changes to reflect Phase 1 (System Design) Work to add lease exhibits to twenty-nine (29) LMR System Sites; increasing the Maximum Contract Sum by \$14,888 from \$293,560,127 to \$293,575,015.

The Agreement has been previously amended in Amendment Number Fourteen, effective November 17, 2015, to reflect the Work to reprogram UHF frequencies in accordance with Attachment A and purchase upgraded equipment for the County of Los Angeles Sheriff's Department's (LASD) Station B, as well as the Authority's System on Wheels to prepare for use at certain scheduled events in the amount of \$64,256, increasing the Maximum Contract Sum from \$293,575,015 to \$293,639,271.

The Agreement has been previously amended in Amendment Number Fifteen, effective December 17, 2015, to reflect the inclusion of Phase 1 (System Design) Project Description Work for eleven (11) potential replacement sites in the amount of \$128,414, increasing the Maximum Contract Sum from \$293,639,271 to \$293,767,685.

The Agreement has been previously amended in Amendment Number Sixteen, effective December 23, 2015, to (a) reflect the removal of thirty-one (31) LMR System Sites from the scope of Phase 1 (System Design) Work only for a cost reduction in the amount of \$1,132,374; (b) reflect the inclusion of seventeen (17) LMR System Sites into the scope of Phase 1 (System Design) only which includes all Work associated with the

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

The Agreement has been previously amended in Amendment Number Seventeen, effective April 25, 2016, as follows:

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

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

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

The Agreement has been previously amended in Amendment Number Eighteen, effective May 4, 2016, to (a) reflect the inclusion of eight (8) LMR System Sites into the scope of Phase 1 (System Design) Work only which includes all Work associated with the addition of these sites into Phase 1 (System Design) for a cost increase in the amount of \$76,136; (b) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) for eight (8) LMR System Sites; (c) reflect the inclusion of Phase 1 (System Design) Project Description Work for four (4) LMR System Sites for a cost increase in the amount of \$46,696; and (d) increasing the Maximum Contract Sum by \$122,832 ( $\$76,136 + \$46,696$ ), when taking the cost increases into consideration from \$284,749,647 to \$284,872,479.

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

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

The Agreement has been previously amended in Amendment Number Twenty-One, effective October 27, 2016, to make changes necessary to reflect (a) the replacement of one (1) LMR System Site Johnstone Peak (JPK) with site Johnstone Peak 2 (JPK2) by (1) removing site JPK from the scope of Phase 1 (System Design), Phase 2

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

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

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

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

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



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

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

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

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

The Agreement has been previously amended in Amendment Number Twenty-Nine, effective September 07, 2017, to make changes necessary to reflect (a) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the

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

The Agreement has been previously amended in Amendment Number Thirty, effective November 09, 2017, to make changes necessary to reflect (a) the reconciliation of seven (7) LMR System Site to align with the updated LMR System Design for a cost decrease of \$1,664,767 (b) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,228,018 (c) make changes necessary to reflect LMR Change Order Modifications for a cost increase in the amount of \$4,195; (d) upgrade equipment for the Multiprotocol Label Switching (MPLS) Mobile Backhaul which will provide the backhaul capacity necessary for network performance reliability and functionality for a cost increase in the amount of \$2,200,000; (e) increase the Maximum Contract Sum by \$1,767,446 from \$298,264,291 to \$300,031,737 when taking the cost increases and decreases into consideration; and (f) make other certain changes as set forth in Amendment No. 30.

The Agreement has been previously amended in Amendment Number Thirty-One, effective February 28, 2018, to make changes necessary to reflect (a) certain LMR Change Order Modifications, in particular the installation of tower lighting at Mira Loma (MLM) LMR System Site, for a cost increase in the amount of \$19,573; (d) increase the Maximum Contract Sum by \$19,573 from \$300,031,737 to \$300,051,310 when taking the cost increases into consideration; and (b) make other certain changes as set forth in Amendment No. 31.

The Agreement has been previously amended in Amendment Number Thirty-Two, effective March 1, 2018, to make changes necessary to reflect (a) the reconciliation of 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 Amendment No. 32.

The Agreement has been previously amended in Amendment Number Thirty-Three, effective May 30, 2018, to make changes necessary to reflect (a) certain LMR Change Order Modifications for a cost increase in the amount of \$17,490 (b) increase the Maximum Contract Sum by \$17,490 from \$295,919,379 to \$295,936,869 when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 33.

The Agreement has been previously amended in Amendment Number Thirty-Four, effective July 31, 2018, to make changes necessary to reflect (a) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,016,780; (b) certain LMR Change Order Modifications for a cost increase in the amount of \$90,744; (c) the removal of certain Authority equipment, in particular an Uninterruptible Power Supply (UPS), from the Los Angeles Police Department's Valley Dispatch Center (LAPDVDC) for a cost increase in the amount of \$6,010; (d) an extension of a bridge warranty for the certain Early Deployment/Specified Equipment purchased and deployed under previously approved Amendments to bridge the warranty gap for this equipment until December 31, 2019, for a cost increase in the amount of \$430,800; (e) increase the Maximum Contract Sum by \$1,544,334 from \$295,936,869 to \$297,481,203 when taking the cost increase into consideration; and (f) make other certain changes as set forth in Amendment No. 34.

The Agreement has been previously amended in Amendment Number Thirty-Five, effective October 11, 2018, to make changes necessary to reflect (a) the reconciliation of one (1) LMR System Site Olinda (OLI) from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same for a cost decrease in the amount of \$701,234; (b) the inclusion of one (1) LMR System Site Winding Way (WWY) into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,064,388; (c) certain LMR Change Order Modifications for a cost increase in the amount of \$13,115 (d) make changes necessary to reflect an administrative reconciliation, a reconciliation related to the removal of certain Authority equipment, in particular an Uninterruptible Power Supply (UPS), from the Los Angeles Police Department's Valley Dispatch Center (LAPDVDC) for a cost increase in the amount of \$601; (e) increase the Maximum Contract Sum by \$376,870 from \$297,481,203 to \$297,858,073 when taking the cost decrease and increase into consideration; and (f) make other certain changes as set forth in Amendment No. 35.

The Agreement has been previously amended in Amendment Number Thirty-Six, effective November 19, 2018, to make changes necessary to reflect (a) reconciliation of five (5) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$535,981; (b) inclusion of one (1) LMR System Site San Pedro Hill (SPH) into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$842,471; (c) incorporate an LMR Change Order Modification for a cost increase in the amount of \$4,952 (d) increase the Maximum Contract Sum by \$311,442 from \$297,858,073 to \$298,169,515 when taking the cost decreases and increases into consideration; and (e) make other certain changes as set forth in Amendment No. 36.

The Agreement has been previously amended in Amendment Number Thirty-Seven, effective February 26, 2019, to make changes necessary to (a) incorporate certain LMR Change Order Modifications for a cost increase in the amount of \$56,337; (b) increase the Maximum Contract Sum by \$56,337 from \$298,169,515 to \$298,255,852 when taking the cost increases into consideration; and (c) make other certain changes as set forth in this Amendment No. 37.

The Agreement has been previously amended in Amendment Number Thirty-Eight, effective June 11, 2019, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 38 that results in a net cost decrease in the amount of \$47,393; (b) decrease the Maximum Contract Sum by \$47,393 from \$298,225,852 to \$298,178,459 when taking the cost increases and decreases into consideration; and (c) make other certain changes as set forth in this Amendment No. 38.

The Agreement has been previously amended in Amendment Number Thirty-Nine, effective September 16, 2019, to make changes necessary to (a) reflect a reconciliation related to the Narrowband Mobile Data Network (NMDN) Subsystem resulting in a cost decrease in the amount of \$720,207, (b) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 39 that results in a cost increase in the amount of \$73,606; (c) decrease the Maximum Contract Sum by \$646,601 from \$298,178,459 to \$297,531,858 when taking the cost increase and decrease into consideration; and (d) make other certain changes as set forth in this Amendment No. 39.

The Agreement has been previously amended in Amendment Number Forty, effective September 16, 2019, to make changes necessary to (a) reflect a reconciliation to remove two (2) LMR System Sites, Lower Encinal Pump Station (LEPS) and Winding Way (WWY), from the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) and reconcile the Narrowband Mobile Data Network (NMDN) Subsystem to align with the updated LMR System Design for a net cost decrease in the amount of \$2,053,456; (b) revise Exhibit B (LMR System Specification) to include the scope for certain Work related to Channel 15 and 16 Interference Mitigation resulting in a cost increase in the amount of \$803,207; (c) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 40 that results in a cost decrease in the amount of \$10,920; (d) decrease the Maximum Contract Sum by \$1,261,169 from \$297,531,858 to \$296,270,689 when taking the cost increases and decreases into consideration; and (e) make other certain changes as set forth in this Amendment No. 40.

The Authority and Contractor desire to further amend the Agreement to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 41 that results in a cost increase in the amount of \$255,975; (b) increase the Maximum Contract Sum by \$255,975 from \$296,270,689 to \$296,526,664 when taking the cost increase into consideration; and (c) make other certain changes as set forth in this Amendment No. 41.

This Amendment No. 41 is authorized under Section 2 (Changes to Agreement) of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 41, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Contractor hereby agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Base Document. Unless otherwise noted, section references in this Amendment No. 41 refer to sections of the Base Document, as amended by this Amendment No. 41.
2. LMR Change Order Modifications. The parties agree and acknowledge that Contractor will perform those certain Change Order Modification Work set forth in Exhibit C.17 (LMR Change Order Modifications) and in the table in this Section 2, in exchange for the amounts set forth in Exhibit C.17 (LMR Change Order Modifications) to Exhibit C (Schedule of Payments).

Item No.	Site ID	COR No.	Description	Amount
2.1	RIH	MSI-5071	Location Change	\$37,705
2.2	UNIV	MSI-5070	New Phase 1 Work	\$51,024
2.3	RPV1	MSI-5069	New Phase 1 Work	\$54,696
2.4	INDWT	MSI-5042	Request for Road Repairs	\$14,425
2.5	RHT	MSI-5067	ACM/LCP Testing and Monitoring	\$1,697
2.6	SPH	MSI-5066	RF Engineering Coverage Assessment/Maps	\$12,672
2.7	LMR	MSI-5072	Addition of Microwave Link from BHS to SPH	\$22,740
2.8	CPK	MSI-5078	Additional Ice Bridge	\$1,975
2.9	LMR	MSI-5081	LARTCS VHF Frequency Changes	\$48,041
2.10	MTL2	MSI-5087	Road Repair Design	\$11,000
<b>TOTAL AMOUNT:</b>				<b>\$255,975</b>

3. Amendments to the Base Document.
  - 3.1 Section 8.1.1 of the Base Document is deleted in its entirety and replaced with the following:
    - 8.1.1. The "Maximum Contract Sum" under this Agreement is Two Hundred Ninety-Six Million, Five Hundred Twenty-Six Thousand, Six Hundred Sixty-Four Dollars (\$296,526,664), which includes the

Amendment No. 41 to  
Agreement No. LA-RICS 007

**AGENDA ITEM J - ENCLOSURE**

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

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

24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than Two Hundred Ninety-Four Million, One Hundred Fifty-Eight Thousand, Eight Hundred Forty-Two Dollars (\$294,158,842). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

4. Amendments to Agreement Exhibits.

4.1 Exhibit C.1 (LMR System Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (LMR System Payment Summary) to Exhibit C (Schedule of Payments) attached to this Amendment No. 41, which is incorporated herein by this reference.

4.2 Exhibit C.17 (LMR Change Order Modifications) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.17 (LMR Change Order Modifications), attached to this Amendment No. 41, which is incorporated herein by this reference.

5. This Amendment No. 41 shall become effective as of the date identified in the recitals, which is the date upon which:

5.1 An authorized agent of Contractor has executed this Amendment No. 41;

5.2 Los Angeles County Counsel has approved this Amendment No. 41 as to form;

5.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 41; and

5.4 The Executive Director of the Authority has executed this Amendment No. 41.

6. Except as expressly provided in this Amendment No. 41, all other terms and conditions of the Agreement shall remain the same and in full force and effect.

7. Contractor and the person executing this Amendment No. 41 on behalf of Contractor represent and warrant that the person executing this Amendment No.

41 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 41, and that all requirements of Contractor to provide such actual authority have been fulfilled.

8. This Amendment No. 41 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

\* \* \*

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 41 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

MOTOROLA SOLUTIONS, INC.

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

Scott Edson  
Executive Director

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

Arturs A. Vanags  
Motorola Project Director

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

MARY C. WICKHAM  
County Counsel

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

Truc L. Moore  
Principal Deputy County Counsel

*Amendment No. 41 to  
Agreement No. LA-RICS 007*

**AGENDA ITEM J - ENCLOSURE**



**EXHIBIT C.1***Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 41*

<b>EXHIBIT C.1 - SCHEDULE OF PAYMENTS LMR SYSTEM PAYMENT SUMMARY</b>				
<b>Summary</b>	<b>Unilateral Option Sum</b>	<b>Contract Sum - Full Payable Amount</b>	<b>10% Holdback Amount</b>	<b>Payment Minus 10% Holdback Amount</b>
<b>Phase 1</b> <sup>(Note 1)</sup>	\$ -	\$ 43,400,362	\$ 3,124,069	\$ 40,276,293
<b>Phase 2</b>	\$ -	\$ 43,692,747	\$ 4,259,884	\$ 39,432,862
<b>Phase 3</b>	\$ -	\$ 60,881,832	\$ 4,540,938	\$ 56,340,894
<b>Phase 4</b>	\$ -	\$ 28,166,156	\$ 2,753,244	\$ 25,412,912
<b>SUBTOTAL (Phases 1 to 4):</b>	<b>\$ -</b>	<b>\$ 176,141,096</b>	<b>\$ 14,678,135</b>	<b>\$ 161,462,960</b>
<b>Phase 5 (15 Years)</b>	\$ 55,898,518	\$ -	\$ -	\$ 55,898,518
<b>TOTAL (Phases 1 to 5):</b>	<b>\$ 55,898,518</b>	<b>\$ 176,141,096</b>	<b>\$ 14,678,135</b>	<b>\$ 217,361,479</b>
Bounded Area Coverage Additive Alternate <sup>(Note 1)</sup>	\$ 19,109,375	\$ -	\$ 1,910,937	\$ 17,198,437
Mandatory Building Coverage Additive Alternate	\$ 29,828,448	\$ -	\$ 2,982,845	\$ 26,845,603
Metrorail Coverage Additive Alternate	\$ 4,792,260	\$ -	\$ 479,226	\$ 4,313,034
LMR System Maintenance for Additive Alternates	\$ 19,620,355	\$ -	\$ 1,962,036	\$ 17,658,320
Source Code Software Escrow	\$ 1,304,000	\$ -	\$ 130,400	\$ 1,173,600
LMR Mitigation Monitoring and Reporting Plan		\$ 2,912,356	\$ -	\$ 2,912,356
LMR Change Order Modifications		\$ 552,003	\$ 55,200	\$ 496,803
Multiprotocol Label Switching Mobile Backhaul		\$ 2,200,000	\$ 220,000	\$ 1,980,000
Channel 15 and Channel 16 Interference Mitigation		\$ 803,207		\$ 803,207
<b>SUBTOTAL</b>	<b>\$ 130,552,956</b>	<b>\$ 182,608,663</b>	<b>\$ 22,418,780</b>	<b>\$ 289,939,631</b>
<b>TOTAL CONTRACT SUM:</b>	<b>\$182,608,663</b>			
<b>LMR Discounts</b> <sup>(Note 2)</sup>	<b>-\$16,634,955</b>			
<b>Unilateral Option Sum plus Total Contract Sum):</b>	<b>\$296,526,664</b>			

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

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

## SCHEDULE OF PAYMENTS

### EXHIBIT C.17 - LMR CHANGE ORDER MODIFICATIONS

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
<b>Amendment No. 28</b>					
MSI 003 Revised	OLI	MSI-003 OLI Tower Mapping (Revised)	\$ -	\$ -	\$ -
MSI-007	LDWP243	MSI-007 LDWP243 Additional Structural Analysis for Coverage Enhancement	\$ 2,200	\$ 220	\$ 1,980
MSI-008	LMR	MSI-008 Station B Reprogramming of 700 MHz DTVRS Stations	\$ 9,912	\$ 991	\$ 8,921
MSI-009	AGH	MSI-009 AGH SCE Engineering Fee Reimbursement	\$ 5,634	\$ 563	\$ 5,071
<del>MSI-012</del>	<del>LMR</del>	<del>MSI-012 Site 3D Models per Authority Request BJM, DPK, TWR</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>
MSI-015	BUR1	MSI-015 BUR1 SCE Engineering Fee	\$ 3,308	\$ 331	\$ 2,977
MSI-016	BMT	MSI-016 BMT SCE Engineering Fee	\$ 592	\$ 59	\$ 533
MSI-017	MML	MSI-017 MML SCE Engineering Fee	\$ 3,308	\$ 331	\$ 2,977
<b>Amendment No. 28 Subtotal</b>			<b>\$ 24,953</b>	<b>\$ 2,495</b>	<b>\$ 22,458</b>
<b>Amendment No. 29</b>					
MSI-030	APC	MSI-030 Saturday Labor and Crane Cost	\$ 2,405	\$ 241	\$ 2,165
MSI-020R	BKK	MSI-020R Tower Mapping and Painting	\$ 26,225	\$ 2,623	\$ 23,603
MSI-024	BKK	MSI-024 Dispersive Wave Testing	\$ 5,426	\$ 543	\$ 4,883
MSI-1208	POM	MSI-LMR1208 ACM and LCP Testing Services	\$ 4,400	\$ 440	\$ 3,960
<b>Amendment No. 29 Subtotal</b>			<b>\$ 38,456</b>	<b>\$ 3,846</b>	<b>\$ 34,610</b>
<b>Amendment No. 30</b>					
MSI-1205	MVS	MSI-1205 MVS LCP Testing Services	\$ 4,195	\$ 420	\$ 3,776
<b>Amendment No. 30 Subtotal</b>			<b>\$ 4,195</b>	<b>\$ 420</b>	<b>\$ 3,776</b>
<b>Amendment No. 31</b>					
MSI-1265	ONK	MSI-1265 Environmental Testing ACM and LPC Services	\$ 3,633	\$ 363	\$ 3,270
MSI-1206	CCT	MSI-1206 HVAC Condenser Pad Modification	\$ 9,745	\$ 975	\$ 8,771
MSI-1321	AGH	MSI-1321 Additional Title, Survey, Research	\$ 2,100	\$ 210	\$ 1,890
MSI-1267R	LARICSHQ	MSI-1267R Environmental Testing ACM and LPC Services	\$ 4,095	\$ 410	\$ 3,686
<b>Amendment No. 31 Subtotal</b>			<b>\$ 19,573</b>	<b>\$ 1,957</b>	<b>\$ 17,616</b>
<b>Amendment No. 33</b>					
MSI-1528	MLM	MSI-1528 MLM Tower Light	\$ 17,490	\$ 1,749	\$ 15,741
<b>Amendment No. 33 Subtotal</b>			<b>\$ 17,490</b>	<b>\$ 1,749</b>	<b>\$ 15,741</b>
<b>Amendment No. 34</b>					
MSI-1447	AGH	MSI-1477 AGH Additional Electrical Work	\$ 84,503	\$ 8,450	\$ 76,053
MSI-1435	HPK	MSI-1435 HPK Power Conduit Outside Compound	\$ 6,241	\$ 624	\$ 5,617
<b>Amendment No. 34 Subtotal</b>			<b>\$ 90,744</b>	<b>\$ 9,074</b>	<b>\$ 81,670</b>
<b>Amendment No. 35</b>					
MSI-5002	SDW	MSI-5002 SDW Waveguide Bridge Installation	\$ 13,115	\$ 1,312	\$ 11,804
<b>Amendment No. 35 Subtotal</b>			<b>\$ 13,115</b>	<b>\$ 1,312</b>	<b>\$ 11,804</b>
<b>Amendment No. 36</b>					
MSI-5003	BJM	MSI-5003 BJM Tower Mapping Services	\$ 4,952	\$ 495	\$ 4,457
<b>Amendment No. 36 Subtotal</b>			<b>\$ 4,952</b>	<b>\$ 495</b>	<b>\$ 4,457</b>
<b>Amendment No. 37</b>					
MSI-5010	CRN	CRN Lead Paint Abatement and Consulting Services	\$ 3,754	\$ 375	\$ 3,379
MSI-5008	CRN	CRN Siren	\$ 10,113	\$ 1,011	\$ 9,102
MSI-5015	CRN	CRN Permanent Fence	\$ 5,043	\$ 504	\$ 4,539
MSI-1209R	FCCF	FCCF Receptacle Light Installation	\$ 12,336	\$ 1,234	\$ 11,102

**EXHIBIT C.17**

Agreement No. LA-RICS 007 - Included under Amendment No. 41

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MSI-5031	HPK	HPK SCE Trenching	\$ 12,623	\$ 1,262	\$ 11,361
MSI-UNI-002	MMC	MMC Concrete Under Asphalt	\$ 9,765	\$ 977	\$ 8,789
MSI-UNI-003	MMC	MMC Electrical Power Conduits	\$ 2,703	\$ 270	\$ 2,433
<b>Amendment No. 37 Subtotal</b>			<b>\$ 56,337</b>	<b>\$ 5,634</b>	<b>\$ 50,703</b>
<b>Amendment No. 38</b>					
MSI-5017	PMT	PMT 2nd GeoTechnical Engineering Services	\$ 23,626	\$ 2,363	\$ 21,263
MSI-5030	UCLA	UCLA ACM and LCP Testing Services	\$ 4,725	\$ 473	\$ 4,253
MSI-UNI-004	FCCF	FCCF Relocated Prime Site Equipment		\$ -	\$ -
MSI-5038	SGH	SGH Barrel Tile Roof	\$ 6,843	\$ 684	\$ 6,159
MSI-5021	SGH	SGH NB CX Stand Down Costs	\$ 7,652	\$ 765	\$ 6,887
MSI-5046	DPW38	DPW38 LCP Testing	\$ 2,363	\$ 236	\$ 2,127
MSI-5043	VPK	VPK Tower Foundation	\$ 34,102	\$ 3,410	\$ 30,692
MSI-5006	VPK	VPK Power Run	\$ 50,027	\$ 5,003	\$ 45,024
MSI-UNI-005	VPK	VPK Retaining Wall Credit	\$ (68,141)	\$ (6,814)	\$ (61,327)
MSI-UNI-006	LACFDEL	LACFDEL Reuse of Existing Shelter	\$ (121,819)	\$ (12,182)	\$ (109,637)
MSI-5024	MIR	MIR Additional Topography	\$ 2,205	\$ 221	\$ 1,985
MSI-5061	MDI	MDI 2nd GeoTechnical Engineering Services	\$ 7,588	\$ 759	\$ 6,829
MSI-5028	MDI	MDI Underground Utility Locator	\$ 756	\$ 76	\$ 680
MSI-5029	MDI	MDI Addition Topo Survey	\$ 2,100	\$ 210	\$ 1,890
MSI-5050	WWY	WWY Native American Monitoring	\$ 580	\$ 58	\$ 522
<b>Amendment No. 38 Subtotal</b>			<b>\$ (47,393)</b>	<b>\$ (4,739)</b>	<b>\$ (42,654)</b>
<b>Amendment No. 39</b>					
MSI-5073	AGH	AGH Encroachment Permit Fee	\$ 4,807	\$ 481	\$ 4,326
MSI-5045	CCB	CCB Abatement and Remediation Work	\$ 13,125	\$ 1,313	\$ 11,813
MSI-5076	LACFDEL	LACFDEL New Phase 1 Work_Rev.1	\$ 43,271	\$ 4,327	\$ 38,944
MSI-5068	SPH	SPH Lease Exhibit Option_Rev.1	\$ 1,065	\$ 107	\$ 959
MSI-5063	UNIV	UNIV Recuperation of Cost for Day Tank for Cancelled Site	\$ 11,338	\$ 1,134	\$ 10,204
<b>Amendment No. 39 Subtotal</b>			<b>\$ 73,606</b>	<b>\$ 7,361</b>	<b>\$ 66,245</b>
<b>Amendment No. 41</b>					
MSI-5071	RIH	Location Change	\$ 37,705	\$ 3,771	\$ 33,935
MSI-5070	UNIV	New Phase 1 Work	\$ 51,024	\$ 5,102	\$ 45,922
MSI-5069	RPV1	New Phase 1 Work	\$ 54,696	\$ 5,470	\$ 49,226
MSI-5042	INDWT	Request for Road Repairs	\$ 14,425	\$ 1,443	\$ 12,983
MSI-5067	RHT	ACM/LCP Testing and Monitoring	\$ 1,697	\$ 170	\$ 1,527
MSI-5066	SPH	RF Engineering Coverage Assessment/Maps	\$ 12,672	\$ 1,267	\$ 11,405
MSI-5072	LMR	Addition of Microwave Link from BHS to SPH	\$ 22,740	\$ 2,274	\$ 20,466
MSI-5078	CPK	Additional Ice Bridge	\$ 1,975	\$ 198	\$ 1,778
MSI-5081	LMR	LARTCS VHF Frequency Changes	\$ 48,041	\$ 4,804	\$ 43,237
MSI-5087	MTL2	Road Repair Design	\$ 11,000	\$ 1,100	\$ 9,900
<b>Amendment No. 41 Subtotal</b>			<b>\$ 255,975</b>	<b>\$ 25,598</b>	<b>\$ 230,378</b>
<b>TOTAL FOR ALL LMR CHANGE ORDER MODIFICATIONS</b>			<b>\$ 552,003</b>	<b>\$ 55,200</b>	<b>\$ 496,803</b>

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

**AGENDA ITEM J - ENCLOSURE**



## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON  
EXECUTIVE DIRECTOR

October 3, 2019

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

Dear Directors:

**APPROVE LIST OF PREQUALIFIED BIDDERS FROM RFSQ FOR LA-RICS  
AUTHORITY'S TELECOMMUNICATION FACILITY CONSTRUCTION AND  
INSTALLATION PROJECT; ADOPT, ADVERTISE, AND AWARD  
TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALL WORK AT SIX  
(6) LA-RICS SITES; APPROVE PROJECT BUDGETS**

**SUBJECT**

The Authority is seeking Board approval for the adoption, advertising and award of construction and installation work to be performed at six (6) LA-RICS PSBN Round 2 sites. Your approval will result in the adoption of plans and specifications for the respective sites, advertisement of bids for construction of the respective sites, and delegation of authority to the Executive Director to execute construction contracts for the proposed sites in accordance with each of the sites project budgets identified herein, for an aggregate not to exceed amount of \$2,244,000.

**RECOMMENDED ACTIONS**

It is recommended that your Board:

1. Make the following finding:
  - a. Find the adoption, advertising and award of construction, implantation, and installation work at the six (6) sites, Southern California Edison (SCE) Dunlap (SCEDUN), SCE Gallatin (SCEGAL), SCE Merced 2 (SCEMERC2), SCE Nola (SCENOLA), SCE Palmdale (SCEPLM), SCE Studebaker 2 (SCESTUD2), as identified in Enclosure 1, are within the scope of the

activities your Board previously found categorically exempt from review on January 24, 2019 under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline sections 15303, 15304, and 15332, for the reasons set forth in this letter and as noted in the record of the project, and the determination that these activities are exempt from CEQA remains unchanged.

2. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the SCEDUN site as follows:
  - a. Approve an estimated total project budget of \$374,000.
  - b. Adopt plans and specifications that are on file with the LA- RICS Authority for the construction of the SCEDUN site.
  - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
  - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the apparent lowest responsive and responsible Bidder, if the low bid can be awarded within the approved total project budget for the SCEDUN site.
3. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the SCEGAL site as follows:
  - a. Approve an estimated total project budget of \$374,000.
  - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the SCEGAL site.
  - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
  - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the SCEGAL site.
4. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the SCEMERC2 site as follows:
  - a. Approve an estimated total project budget of \$374,000.



- b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the SCEMERC2 site.
  - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
  - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the SCEMERC2 site.
- 5. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the SCENOLA site as follows:
  - a. Approve an estimated total project budget of \$374,000.
  - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the SCENOLA site.
  - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
  - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the SCENOLA site.
- 6. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the SCEPLM site as follows:
  - a. Approve an estimated total project budget of \$374,000.
  - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the SCEPLM site.
  - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
  - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the SCEPLM site.

7. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the SCESTUD2 site as follows:
  - a. Approve an estimated total project budget of \$374,000.
  - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the SCESTUD2 site.
  - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
  - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the SCESTUD2 site.
8. As it relates to Recommended Items 2-7, delegate authority to the Executive Director:
  - a. To make the determination that a bid is nonresponsive and to reject a bid on that basis.
  - b. To waive inconsequential and non-material deficiencies in bids submitted.
  - c. To determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible Bidder has timely prepared a satisfactory baseline construction schedule and satisfied all the conditions for contract award.
  - d. To take all other actions necessary and appropriate to deliver the projects.
9. Delegate authority to the Executive Director for all the construction contracts resulting from these actions to:
  - a. Approve and process amendments for changes in work at each project site, provided they are approved as to form by Counsel to the Authority, up to the maximum amount of \$25,000, plus 5% of the amount of the original contract amount in excess of \$250,000 per site. The Executive Director will report back to your Board monthly regarding what Amendments, if any, were approved and executed by the Executive Director in the prior month.
  - b. Authorize the issuance of one or more Notices to Proceed for the proposed work for each respective contract.

## **BACKGROUND**

As your Board is aware, the National Telecommunications and Information Administration (NTIA) approved the expansion of the PSBN (also known as PSBN Round 2) utilizing Broadband Technology Opportunities Program (BTOP) grant funding. In connection with this approval, the Authority enlisted the assistance of Los Angeles County Department of Public Works (Public Works) to issue a Request for Proposals (RFP) for engineering design and construction drawings services relating to the buildout of PSBN Round 2 sites. On October 4, 2018, your Board authorized the Executive Director to award a contract to David Evans and Associates, Inc. for engineering design and construction drawing services.

On November 1, 2018, your Board authorized the Executive Director to further enlist the assistance of Public Works for the procurement of construction services to expand the PSBN pursuant to a request for statement of qualifications (RFSQ) process. This RFSQ resulted in a list of prequalified Bidders.

On August 1, 2019, your Board approved the list of six (6) prequalified Bidders, as well as the adoption, advertisement, and resultant award of contracts for construction and installation work to be performed at seven (7) PSBN Round 2 sites for a total aggregate not to exceed amount of \$2,501,000.

The recommended actions contemplated in this Board Letter seek your Board's approval to proceed with the adoption, advertisement, and resultant award of contracts for construction and installation work to be performed at seven (7) additional PSBN Round 2 sites.

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

Approval of the recommended actions will authorize the Executive Director to adopt, advertise and award LA-RICS Telecommunication Facility Construction and Installation work at the six (6) identified sites, adopt the respective plans and specifications, authorize the issuance of IFBs for construction, award respective contracts resulting from successful IFB solicitations, delegate certain authority to the Executive Director to carry out these actions, for a total aggregate not to exceed amount of \$2,244,000 for work at the six (6) sites.

Conditions of the BTOP grant funding require that the PSBN Round 2 buildout be completed by the Round 2 site deployment date of June 2020. To achieve the PSBN Round 2 buildout within the grant performance period, the Authority enlisted the assistance of Public Works to issue the RFP to perform engineering design and related services, which successfully yielded an agreement and resulted in construction drawings for these additional six (6) sites contemplated in this Board action and detailed in the table below.



Additionally, Public Works assisted with the issuance of an RFSQ to develop a list of Prequalified Bidders to secure construction contractors on behalf of the Authority. The Authority will use this same list of Prequalified Bidders previously approved by your Board.

Further, Public Works will continue to assist the Authority with the IFBs for the additional six (6) LA-RICS Telecommunication Facility and Construction Installation projects to ensure the Authority successfully builds out PSBN Round 2 within the grant performance period. Please refer to the table below for specific information regarding these sites.

Item No.	Site ID	Site Name	Site Type	Estimated Total Site Project Budget	10% Contingency for Estimated Total Project Budget (This is not for Change Orders)	Total Not to Exceed Estimated Total Project Budget Amount (Includes Contingency)
1.	SCEDUN	SCE Dunlap	Monopole	\$339,602	\$33,960	\$374,000
2.	SCEGAL	SCE Gallatin	Monopole	\$339,602	\$33,960	\$374,000
3.	SCEMERC2	SCE Merced 2	Monopole	\$339,602	\$33,960	\$374,000
4.	SCENOLA	SCE Nola	Monopole	\$339,602	\$33,960	\$374,000
5.	SCEPLM	SCE Palmdale	Monopole	\$339,602	\$33,960	\$374,000
6.	SCESTUD2	SCE Studebaker 2	Monopole	\$339,602	\$33,960	\$374,000
<b>TOTAL AGGREGATE NOT TO EXCEED AMOUNT:</b>						<b>\$2,244,000</b>

## **CONTRACTING PROCESS**

On May 13, 2019, Public Works issued an RFSQ on behalf of the Authority to develop a list of Prequalified Bidders to bid on IFBs for the construction of the Authority's PSBN Round 2 sites. The solicitation was posted on the County's "Doing Business with Us" website, on the Public Works website, and on the LA-RICS website. The notice was also sent electronically to approximately 65 vendors and was advertised in certain local news publications.

On May 30, 2019, a Bidder's Conference was held and on June 10, 2019, six (6) Statements of Qualifications (SOQs) were submitted in response to the RFSQ. Each SOQ was reviewed for compliance with the minimum qualifications set forth in the RFSQ. After a careful review, all six (6) SOQs were determined to meet the minimum qualifications as well as the overall RFSQ qualification threshold of 60% of the maximum 130 points.

On June 27, 2019, the Bidders were notified of their qualification as a Prequalified Bidder and the initial list of Prequalified Bidders was established and is now being brought to your board. Advertising for the construction bids (IFBs) will be to the list of Prequalified Bidders.

On August 1, 2019, your Board approved the list of six (6) prequalified Bidders.

### **FISCAL IMPACT/FINANCING**

The total aggregate not to exceed amount of \$2,244,000 for the construction of six (6) additional LA-RICS Telecommunication Facility Construction and Installation projects contemplated in the recommended actions will be fully funded by the BTOP grant.

### **ENVIRONMENTAL DOCUMENTATION**

As the CEQA lead agency, the Authority previously determined on January 24, 2019, the design, construction, implementation, operation, and maintenance of the six (6) sites (SCEDUN, SCEGAL, SCEMERC2, SCENOLA, SCEPLM, AND SCESTUD2) at which PSBN Round 2 infrastructure may be installed is exempt from review under CEQA pursuant to 14 Cal. Code Regs. ("CEQA Guidelines") §§ 15303, 15304, and 15332.

#### **Sites SCEDUN, SCEGAL, SCEMERC2, SCENOLA, SCEPLM, AND SCESTUD2**

For Sites SCEDUN, SCEGAL, SCEMERC2, SCENOLA, SCEPLM, AND SCESTUD2, these sites are exempt pursuant to CEQA Guideline sections 15303, 15304 and 15332. This determination was based on a detailed analysis of each site, available in the Authority's files, which demonstrates that the communication equipment proposed at each site (1) consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and/or the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure (Guidelines § 15303); (2) consists of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (Guidelines § 15304); and (3) qualifies as in-fill development (Guidelines § 15332). The analysis also demonstrated that none of the activities proposed at these sites trigger any applicable exception to the identified categorical exemption(s). (Guidelines § 15300.2.)

Specifically, for Sites SCEDUN, SCEGAL, SCEMERC2, SCENOLA, SCEPLM, AND SCESTUD2, the project would not impact any environmental resources of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies. Further, at none of the sites would the cumulative impact of successive projects of the same type in the same place, over time be significant; at none of the sites is there a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances; at none of the sites would the project result in damage to scenic resources within a highway officially designated as a state scenic highway; none of the sites are located on a site included on any list compiled pursuant to Section 65962.5 of the Government Code; and at none of the sites would the project cause a substantial adverse change in the significance of a historical resource.

All Sites in this Board Item

The PSBN Round 2 System work at SCEDUN, SCEGAL, SCEMERC2, SCENOLA, SCEPLM, and SCESTUD2 has undergone parallel federal environmental review under the National Environmental Protection Act (NEPA), and NTIA has issued an amended Finding of No Significant Impact (FONSI) for the LTE project inclusive of these six (6) sites on May 15, 2019.

Upon the Board's approval of the recommended action, the Authority will file Notices of Exemption with the County Clerk for the adoption, advertisement, and award of LA-RICS Telecommunication Facility Construction and Installation work at the six (6) identified PSBN Round 2 sites pursuant to Section 21152(b) of the California Public Resources Code and Section 15062 of the State CEQA Guidelines.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

Counsel to the Authority has reviewed the recommended actions and has approved as to form.

**CONCLUSION**

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

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

JA:pdd

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Enclosure

cc: Counsel to the Authority

**LIST OF PSBN ROUND 2 SITES  
FOR THE  
LA-RICS AUTHORITY TELECOMMUNICATION FACILITY  
CONSTRUCTION AND INSTALLATION PROJECTS**

Item	Site ID	Site Name	Site Address
1.	SCEDUN	SCE Dunlap	Dunlap Crossing Rd., Pico Rivera, CA 90606
2.	SCEGAL	SCE Gallatin	8823 Manzanar Ave., Downey, CA 90240
3.	SCEMERC2	SCE Merced 2	1347 S. Azusa Ave., West Covina, CA 91791
4.	SCENOLA	SCE Nola	18901 S. Main St., Carson, CA 90248
5.	SCEPLM	SCE Palmdale	40th St. E and E Ave. R-8, Palmdale, CA 93550
6.	SCESTUD2	SCE Studebaker 2	N. Studebaker Rd., Long Beach, CA 90803